

AGENDA
ARCADIA CITY COUNCIL
CITY COUNCIL CHAMBERS
23 N. POLK AVE., ARCADIA, FL
TUESDAY, AUGUST 7, 2012
6:00 PM

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

PRESENTATION

July Employee of the Month – Denise Musselwhite

CONSENT AGENDA

1. Minutes of July 10, 2012 Budget Workshop Meeting
2. Minutes of July 17, 2012 Regular Meeting
3. Minutes of July 19, 2012 Workshop Meeting
4. Minutes of July 24, 2012 Budget Workshop Meeting
5. Check warrants from 07/17/12, 07/19/12, 07/20/12, 07/25/12, 07/27/12, 07/31/12, 08/01/12 and 08/02/12

DISCUSSION ITEMS

6. Award CDBG Administrative Services
7. Update on Discussion with Sheriff Wise regarding Law Enforcement Services
8. Mobile Home Park RV Rate Schedule
9. Property Insurance Schedule Review
10. Request for Special Event Permit and waiver of fees – Myakka City Church of God – Event - Jesus' Hands Extended, 2nd Saturday Each Month at the Tree of Knowledge
11. Spot Landing Event requested by Aviation Day Committee
12. Marine Corps Reserve Toys for Tots requested use of old Police Department (Robert Ginis)
13. Proposed City Administrator Employment Agreement (City Attorney)
14. Request from DeSoto County to Share City Office Space for Collaborative Efforts
15. FDOT Grant Agreements for Airport Improvements
16. Discuss Recommendation from Airport Advisory Committee
17. Roof Repair Quotes for the Way Building

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

Please TURN OFF or SILENCE all cell phones

COMMENTS FROM DEPARTMENTS

18. City Marshal – July 2012 report included

19. Attorney

- a. Options to Legislate Internet Cafes
- b. Part III – Sunshine Law and Public Records

20. City Administrator

PUBLIC (PLEASE LIMIT PRESENTATIONS TO FIVE MINUTES)

MAYOR AND COUNCIL MATTERS

ADJOURN

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**MINUTES
CITY COUNCIL WORKSHOP
CITY OF ARCADIA
TUESDAY, JULY 10, 2012
5:30 PM**

ITEM # 1

CALL TO ORDER, ROLL CALL

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

Arcadia City Council

Mayor Keith Keene
Deputy Mayor Alice Frierson
Councilman Robert Heine

Councilman Joseph E. Fink
Councilman Robert Allen

Arcadia City Staff

Interim Administrator Judi Jankosky
Finance Director Jorge Santana

Marshal Charles Lee
City Recorder Virginia S. Haas

DISCUSSION:

1. Public Safety 2012/2013 Budget
 - a. Law Enforcement
 - b. Fire Control
 - c. Vehicle Grant
 - d. COPS – CHRP Grant
 - e. Rural Investigator Grant
 - f. Police Cars and Equipment
 - g. Victims of Crime
 - h. Anti-Drug Grant
 - i. School Crossing Guards

Marshal Lee stated that he understands the City is financially in dire straights and at the time the City was thought to have a \$500,000 surplus he chose not to receive any bonus himself while others chose to receive a bonus. Nothing was said about the bonuses except by Deputy Mayor Frierson and now when the Police Department is reviewed you speak. He stated he felt this was personal toward the Department. He continued in review again of the budget that he would only be able to reduce two full time officers to part time positions along with the agreement from the School Board to provide the crossing guards. This was not originally reflected in the numbers and has been forwarded to the Finance Department.

Mr. Santana explained that during April and May \$1.3 million was spent however revenues were only \$700,000 therefore we have drawn on reserves. Mr. Santana offered two suggestions to balance the \$757,000 deficit: 1) Eliminate the Fire Services contract and or 2) Eliminate any department equipment expenses amounting to approximately \$300,000. Mayor Keene responded without the City Attorney present he would suggest not terminating the contract however eliminating any of the equipment expenses could be done. He reminded this was a workshop for discussion purposes only and he believes that everyone understands some items in the “wish list” may have

to be cut and attempt being creative with balancing the budget.

Mr. Santana reported that he met with the County last week and the fire contract is a 30 year contract and after the 15th year the City should start receiving money. The City should have received \$1 million. Councilman Heine stated that we did have an Attorney at that time and the economy was not doing well. He stated that the City does want to coordinate with the County. Mayor Keene stated that we spent a lot of time collaborating with the County and its disturbing there are no dates or schedule of payments. Those are the items we are currently discussing with the County.

Councilman Allen acknowledged that these are terrible times during this process. Our employees are important to the community and this Council has a duty to protect them, it is our priority. We are not confident that we have enough money to keep all employees however it appears this is a tight situation and we will have to decide on some answers. Marshal Lee responded that since the posting in last Thursdays' paper his employees have had sleepless nights and morale is low. He explained his history with the Police Department and how he chose to remain loyal to Arcadia. Since he has been Marshal he has been cutting positions and feels it is not fair as all Officers are human. He finalized that the news was not fair to the Police Department however his Department is here to work with the Council in any way they can.

Mayor Keene replied that we are all dedicated to working together and he has worked in state government. He acknowledged that budget cuts are not pleasant but he is hoping to work something out and he feels their pain. Councilman Heine talked about how most of the Police Department cars need replacing and he is aware that the Police Department is trying to work with the Council. Deputy Mayor Frierson responded that the problem is the insinuation to dissolve the department and she is not in favor of dissolving the department but possibly cutting back. She added, dissolving the Police Department would be the worst thing this Council could do. Councilman Allen responded that the Officers are family and we will try to maintain the present workforce.

Councilman Fink stated that he brought this item forward because he didn't want to be a member of the last Council of Arcadia after 125 years and he has sleepless nights also. He continued that it is important to save 90 jobs this year than have no jobs next year. However, he is uncertain if there is another way. He stated that \$1.3 million is collected in property taxes and the Police Department budget is \$1.4 million, so we spend more on the Police Department than we collect on all City property taxes, which is significant. He addressed the Fire Contract to see if there were other ways to deal with the budget but no one wanted to address that. He talked about the airport and the golf course and was told to move on. He stated that he is looking at all choices and the possibility of outsourcing the Police Department because that may be the only way to save 90 minus 26 employees. We gave our word that we would look at all issues. He explained that he knows people in governmental services, some taking 10% cuts like in the School System. He stated he brought up the Airport and he was told to move on. Deputy Mayor Frierson responded that the Airport is an Enterprise Zone. Councilman Fink stated if the City dissolves in September of 2013, Councilman Heine will have achieved 20 years service and he does not believe the City will be able to give him retirement. Also the County will not keep the Golf Course as a non money maker. The Golf Course

expenditures are \$488,000 and the income \$410,000. Every citizen would have to supplement the golf usage in the amount of \$80,000 which is not reasonable in this economy.

Deputy Mayor Frierson stated if the County takes over Police service they will seek reimbursement. Councilman Heine referred to the consolidation of Dundee, Frostproof and Fort Mead and he thought Dundee paid \$800,000 to Polk County Sheriff and saved all 15 officers. Mayor Keene asked what the cost would be for the Sheriff to provide services to the City. Councilman Fink agreed that we should ask the Sheriff for the cost to provide Police services. Councilman Fin stated that 25 years ago the City had a Civil Engineer on staff, a Planning Director, a Building Department and a Fire Department which all those services were lost and the citizens never recouped. He stated that he doesn't see a functioning City if it doesn't have all of its parts. Councilman Allen stated that it appears negative right now however the Council will try to save all employees involved.

Councilman Fink asked for a consensus from Council to ask Sheriff Wise for the cost and an inter-local agreement between the City and the Sheriff's Department for the provision of Police services. Mayor Keene directed the Interim Administrator to contact Sheriff Wise to see if he can provide a cost for services.

PUBLIC COMMENTS

Mrs. Geri Williams stated Arcadia is her home. She is baffled and confused after what she read in paper and what she is hearing today has confirmed that. She stated she was embarrassed and appalled that Councilman Fink would say that we should eliminate the Police Department in such a spontaneous manner. Planning should be strategic and planning and budgeting should go hand in hand. She thanked Councilman Allen for his voice of reason and Deputy Mayor Frierson for stating she was not in favor of eliminating the Police Department. She continued that the Police Department reports to the City Council in terms of order. The Sheriff reports to the County in terms of order. She questioned the integrity of the data and asked how can you move forward when you haven't identified the problem? What do we really know the numbers to be and are the numbers valid. She stated with respect to Councilman Fink, she appreciates his being authentic in what he believes, he asked about the Golf Course and the airport and was told to move on. He got to the Police Department and he makes the statement in public that we are going to get numbers which is irresponsible. She stated that we have Council elected by the people and these Officers are taxpayers, public servants and contribute in other ways to the community. She asked that a cost/benefit analysis be completed and arrive at credible integrity of the data then make an informed decision. The decisions you are making tonight are not informed decisions.

She thanked Councilman Allen for stating that we need to explore more into this budget and see what the numbers are. She continued that you say this is not personal, however let us do this on sound fiscal data, study it and see how to move forward to advance the City. I am very proud to be from Arcadia and I work, volunteer and will retire here. I want to be part of people who believe in what they say. She stated with respect to Councilman Heine don't let your decisions be anecdotal like comparing what

Frostproof and Dundee did. What do the numbers and facts tell us. You should be provided those numbers from the fiscal positions and that is ground zero then look at the integrity of the information that you have been provided: Is it real? Is it ambiguous? Can we support it and is there evidence that can substantiate what we are saying? She asked to see the hard data and appealed to Council that they conduct a cost/benefit analysis; look at service delivery and functions. She said that she has had to reduce/downsize in other positions but it was well thought out and based on concrete data. Allow the people you serve to know that your decisions were based on sound facts and supporting documentation and relieve ourselves from making unplanned statements in the paper that perhaps sends the wrong message when you are just starting to have a meaningful conversation. We are servants to the people and each other's customers. She finalized that we are saying without saying that the Police Department does not matter as much as all the other things so lets get rid of the Police Department; which is irresponsible.

Mr. Mike Waller stated he has volunteered with the Arcadia Police Department for the past three years and saves the City taxpayers a lot of money. He helped with equipment donated over \$100,000 to the Police Department so he knows Marshal Lee is attempting to save on his budget. He stated that it is irresponsible for the Council to want to eliminate positions in the Police Department and exclude any other departments. He stated he felt ashamed to be a DeSoto County resident and what the newspaper wrote hurt his heart as he stands beside 26 men and women who put their lives on the line. The Officers serve the City well and it is an honor to work with them. Council should be proud those Officers are protecting Arcadia's streets but to make a statement to outsource the Police Department, not the water, garbage or parks department hurts his heart. He continued that because of an action of Council these officers are having sleepless nights and it should be difficult to put a price on a service that saves peoples lives.

Dr. Lorenzo Dixon stated he concurs with the actions Council is possibly looking toward to avoid duplicating services and double taxation. He continued that most people don't look at the facts or business aspect but try to make it personal. This should be a business decision not personal. He explained that he met Commissioner Leo of Ft. Meade at a League of Cities function and they talked about how they consolidated services. It was a tough decision to outsource certain services versus losing an entire City. Commissioner Leo made the decision and others opposed because they did not have enough information to understand the entire problem. Regardless of the outsourcing the same Officers were present but in green instead of blue. He stated he feels confident that the Sheriff is fair and honest and will do what is right for all. He was glad the Council suggested getting numbers from the Sheriff. He added that we should keep in mind that Florida Statutes mandate that the Sheriff provide protection for the City.

Dr. Dixon relayed if you choose to go into agreement with the Sheriff there are 3 questions to be posed: 1) How many courthouses do we have? 2) How many jails in Arcadia or any City; that would tell you how many Officers you need. 3) How many Officers left in past years or the last year and went to work for the County? He finalized that Council should look at it in a business manner and it should not be personal. He

referred to Governor Scott who made some tough decisions, not all pleasant, but doing what he has to do.

Leonard Gregory Martin, disabled Officer, City resident and taxpayer who served in the community for 21 years. He stated the decision is business, but is very personal and cannot be taken out of the equation. He agreed with both sides however focusing on one area is not fair to the Officers or the residents. He continued when the Fire Department merged the residents lost services and he relayed examples. He questioned what kind of services would you want? He was taught that the garbage collectors were most important because if you have no sanitation you can't live. He asked Council to view the big picture because outsourcing the Police Department would hurt all the citizens of Arcadia. He asked Council to be thoughtful about the decision and take it personally. He believes the City will recover in four or five years however cuts should be broad and equally taken instead of focusing on one Department.

Lt. Gary Evans stated he has worked for the Arcadia Police Department for 17 years and he, like the Marshal, has had many opportunities but decided to come to Arcadia. He stated that he heard that the Sheriff could take over services for the City for free by statute which he believes may be partially correct however what kind of service are you going to receive. He agreed that you don't want to make the Sheriff and County upset by not paying for the service and like the Arcadia Police Department that service does utilize most of the budget that comes into a City. He added that the Marshal position is an elected position and should you ask the Sheriff to give a cost you will still be required to pay for the Marshal's position. He encouraged the Council to take the time to think things through and not rush into a decision.

Mr. Gary Frierson referred to the audit, page 62 gas tax in the amount of \$250,000 and page 68, infrastructure tax is \$375,000 received for last year which is about \$625,000. He added you also have \$250,000 worth of requested new equipment and all these items added together is more than enough to cover the budget this year. He continued when he hears people talk about the City going out of business in 2013 he feels disturbed. We do need to make cuts however there is money to use before you close the business. He finalized that any Council Member using scare tactics that the City will close down is wrong and doing a disservice to the community.

Mr. Jorge Santana, Finance Director, responded that Mr. Frierson would be the first to complain about using the local option gas tax and the infrastructure tax that we receive to balance the general fund but now he is asking us to do that this coming year. Mr. Frierson responded that in a worst case scenario you can use that money. Mr. Santana replied that by September 2014 there won't be enough money in the general fund to operate. He continued that you will have money in other funds but those are reserved. By drawing from the other accounts you are eliminating that money for future years and you can't use restricted accounts or bond monies. He stated that the whole idea in the budget this year was to not effect those accounts and balance the budget by cutting expenditures however if the Council chooses to continue to utilize the reserves then the budget can be balanced with minor adjustments. We are then affecting the reserves which will eventually be depleted. He emphasized the need to cut expenses or continue the trend of borrowing from the reserves knowing that the reserves will eventually

expire. There will be money but that money would be reserved and not used for operating and payroll.

COUNCIL MEMBER COMMENTS

Councilman Heine stated that we've been in workshops every other Tuesday for 6 weeks and we have listened to all the departments which have cut as far as they can. We have a garbage truck over ten years old that costs more in repairs and older Police Department cars that need replacing. Eliminating the Police Department is a last resort and we have more time to make a decision. There is \$3 million dollars in reserves however that money would be for any disasters.

Councilman Fink stated it was nice to see a crowd tonight and people he has never seen at a meeting before. He continued that if we don't put all of the options forward we are not doing due diligence and to suggest that the figures are not correct when one has not been at a meeting is pharisaical at best. He stated that he has done what he needed to do on this and he is not suggesting we eliminate the service but look at the possibility of elimination not because it is something he wants to do but something that may have to be done if we are going to exist as a City. Further, he stated that the budget deficit was not something he made up out of thin air as we have been hearing this from Council Members and Council Members' spouses for months however tonight that seems to have changed. We need to look at all options available to the city. There are no other departments to cut as all are skeleton budgets and that's a fact.

Councilman Allen stated that we are not through with the budget; we have a long way to go. Council will have to make decisions as we put together the budget in the most honest way and try to save everyone that we can. He finalized that we have called the Fire Department when the house is not on fire. It's been shocking hearing comments about something we don't know a lot about, the money is here we just need to put it in the right place.

Mayor Keene says he has mixed emotions; he came to this Council to make a difference. He appreciates the comments and all of the Council takes the job seriously. He stated that he does not make any decisions lightly and sometime takes longer to come to a decision. You may recall, he continued that we talked about the public safety budget and at that time he told Marshal Lee that if we reduce the Police budget there would be a reduction in services to the citizens and less than what we have come to expect. He stated he is a native Arcadian and committed to doing what is best for the City and he hopes his actions will reflect that. He noted to Mr. Waller that he may have missed meetings several years ago when the Council did have an option to outsource the water service and purchase water from the county. The Council conducted their due diligence and was able to demonstrate the City could continue to have an asset in its water plant. We hold many budget workshops that help us make an educated decision for the community. He added please don't think we are singling out the Police Department, although it seems a focus and rhetoric shadows the real issues, I am committed to do what is best for the city. He agreed with Councilman Allen that this is a process, we have workshops to gather information, we solicit great ideas and we have

time on our side to work towards doing what is best for the citizens, staff and community.

ADJOURN

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

APPROVED THIS ___ DAY OF ___, 2012

By:

Keith Keene, Mayor

ATTEST:

Virginia S. Haas, CMC
City Recorder

**MINUTES
CITY COUNCIL
CITY OF ARCADIA
TUESDAY, JULY 17, 2012
6:00 PM**

ITEM # 2

CALL TO ORDER, INVOCATION PLEDGE OF ALLEGIANCE & ROLL CALL

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

Reverend Watson gave the invocation followed by the Pledge of Allegiance and roll call.

Arcadia City Council

Mayor Keith Keene
Councilman Robert Heine
Councilman Robert R. Allen

Deputy Mayor Alice Frierson
Councilman Joseph E. Fink

Arcadia City Staff

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

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

Mayor Keene recognized County Commissioner Judy Schaefer.

Councilman Heine requested to speak at this time. He stated that times are rough and he is pleased with Mrs. Jankosky who has been doing a terrific job. He feels the employees and others are pleased as well.

A motion was made by Councilman Heine and seconded by Councilman Allen to appoint Mrs. Jankosky as the City Administrator.

Councilman Fink stated that he is pleased with Mrs. Jankosky's work however he believes the Council agreed to have the Range Riders assist with the process of hiring a new Administrator. He stated that we are cutting ourselves short if we don't follow through and he is not suggesting that she might not be the person hired but it would be presumptive at this time to act on this motion.

Councilman Allen replied that he felt we didn't need to look any further and it would save \$100,000 in the long run. Councilman Allen responded to Mayor Keene that Mrs. Jankosky's former position would not be filled. Deputy Mayor Frierson replied that she thinks Mrs. Jankosky is doing a good job working tirelessly on the budget and has good ideas.

Mayor Keene agreed that Mrs. Jankosky is doing a fantastic job; however as a Council he felt they may be cutting themselves short in making this kind of decision. He added

that we were going to use the Range Riders to assist in filling the position. He did not want Council to drag their feet in filling the position and understands about saving money however he thought when the position was filled that Mrs. Jankosky's salary would revert back to that of the Assistant City Administrator.

Mr. Greg Smith, Airport Advisory Committee, stated the Airport Committee has been working closely with Mrs. Jankosky. Mrs. Jankosky works on grants for the Airport and her visions for the City are on target with what the Committee believes. She works on Saturdays and late at night. He doesn't believe you could find anyone as dedicated as she.

Marshal Lee stated Mrs. Jankosky is the only Administrator he has know that puts in as many hours as he does, she is pleasant and knowledgeable.

Mr. Lew Ambler, DeSoto Insurance stated that Mrs. Jankosky has put much effort into the risk and safety programs and they have made much progress. She has done an excellent job.

Mr. Charles Conklin stated that Mrs. Jankosky is doing a good job but agrees with Mayor Keene. He noted that every time the Council plans something their words are never carried out so he encouraged the Council to carry out what they decided at the beginning.

The original motion carried 3-2 with voting as follows: Councilman Heine, Yes; Deputy Mayor Frierson, Yes; Mayor Keene, No; Councilman Fink, No; Councilman Allen, Yes.

Mayor Keene offered his congratulations to Mrs. Jankosky. He stated he has worked closely with Mrs. Jankosky dealing with several boil water notices, and he noted that nobody admires her more than he. He explained that he was sitting on the Council last time and his choice for Administrator was not hired however someone with huge credentials was chosen. He stated he is concerned that the Council is not making a best opportunity choice. He finalized that this is the hand we were dealt and he pledged to work with Mrs. Jankosky to the best of his ability and hopes the rest of the Council will do the same.

Councilman Heine stated that he hopes each Councilmember would work hand in hand with Mrs. Jankosky and possibly she will be with us much longer than the others. She has earned the slot and every Department Head can come in and talk to her and that is important to him. He stated that he would like to see the other two members of the Council come in line 100 percent. Mayor Keene responded to Councilman Heine that he felt he explained himself and reiterated that Mrs. Jankosky has his support however he still feels there may have been other opportunities and again pledged his support.

Councilman Fink agreed with Mayor Keene and stated that it is important to utilize their Council position as a cohesive unit and in that regard made the following motion:

A motion was made by Councilman Fink and seconded by Councilman Heine to direct the City Attorney, Mayor and Administrator to meet and write a contractual agreement on behalf of the City of Arcadia and the Administrator. The motion carried 5-0.

CONSENT AGENDA

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

Mayor Keene noted that Councilman Fink requested removal of consent agenda items number 2 and 4 for discussion.

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

Councilman Fink requested an amendment to the minutes on page 2 of 9, item number 6 of the July 3, 2012 minutes by clarifying that he stated "he heard a rumor that the vendor involved in this item sued the City and questioned if this was correct information".

A motion was made by Councilman Fink and seconded by Councilman Heine to approve consent agenda item number 2 as amended. The motion carried 5-0.

Councilman Fink noticed that there was no tie down fee in the report and it was his understanding there were a couple of tie downs. He wondered if the report was amended or would be amended. Mrs. Becky Minnear, Air-Cadia, stated there was no one permanent in June but possibly some tie downs for the night who left early or late but they had not yet received payment. She continued that there was one that came in the first few days of July and they will pay when she sees them. Councilman Fink asked if this was a usual thing. Mrs. Minnear responded that you don't always have tie downs because you don't always have someone there. Councilman Fink voiced concern of what if someone stole gas as this is money out of our pocket. Mrs. Minnear responded that they would attempt to collect tie down fees in advance.

Councilman Fink asked about hangar rentals specifically a 6 month period of time that was paid in advance and only a month rental was recorded for June. Mrs. Minnear responded that generally we pay the City per month and there are people who do not pay. Attorney Wohl stated that the Air-Cadia contract requires that 90% of the money collected be paid to the City and there is no provision if unable to collect. He explained that a 6 month rent fee was collected in advance so 90% of that should have gone to the City. Mrs. Minnear recognized the error and stated it would be amended on the next report.

A motion was made by Councilman Fink and seconded by Councilman Heine to approve consent agenda item number 4 as presented with the understanding that the check will be issued to the City and an amended report filed next month. The motion carried 5-0.

DISCUSSION ITEMS

6. City Council Set Not to Exceed Millage Rate. (Finance Director)

Mr. Jorge Santana stated that on July 7, 2012 the City received the final valuations from the Property Appraiser which started completion of the DR form 420 along with the 420MMP form that must be delivered to the Property Appraiser by August 5, 2012. Mr. Santana explained that the documents are very numerically intensive. He pointed out several numbers to assist the Council in setting the not to exceed millage rate. Line number 7 is the prior year valuation of \$186,471,267. Line 6 is the current adjusted taxable value \$175,699,100 which is a difference of \$11 million in taxable value so the City will not collect as much revenue as last year. Line 10 is the millage rate of 8.0899 which has been the rate since 2007. Should the City stay within the 8.0899 rate it will collect \$70,000-\$100,000 less because of the diminishing property values. Line 16 is the roll back rate of 8.5859 which would allow the City to collect the same amount of money as last year with the new tax rolls.

Mr. Santana reviewed the DR420 MMP form which is the process for the City to decide the millage rate and is based on the majority vote of the Council. Line 13 is the highest millage rate that can be set which is calculated at 11.3567. Mr. Santana responded to Mayor Keene that the not to exceed millage rate should be set tonight as that number is used to calculate the forms that are required by the Property Appraiser. Mayor Keene questioned that last year to have collected the same amount of taxes the millage rate should have been set at 8.622. He continued that the City has missed several opportunities to adjust the rate and with the budget cuts he believes the Council may need to consider changing our millage rate tonight. Mr. Santana responded to Deputy Mayor Frierson that the number set tonight is not etched in stone and can be decreased if desired.

Councilman Fink responded that even if we adopt a different number during the budget hearings we finalize the budget and millage through Resolutions. Mr. Santana responded that you would have to finalize the budget and that is determined by how much ad valorem is collected. Attorney Wohl stated there is not another meeting until August 7 which would be too late to act, so Council should set the rate tonight.

A motion was made by Councilman Heine and seconded by Councilman Allen to set the not to exceed millage rate at the roll back of 8.5859.

Councilman Fink stated that in these economic times, even though we are dealing with diminished funds, it would be difficult to raise something with the understanding it might all be for nothing anyway. He continued that he feels the City should deal with the other issues rather than taking more from the citizens. He referred to the recent article in the paper stating that DeSoto County is the poorest County in the State according to statistics and to raise the millage to near maximum he would not support. Mayor Keene responded that he believed the maximum is 11.35 and the 8.5859 is a long way from the top number. Mayor Keene applauded the motion however he was not sure the roll back rate of 8.5859 was enough realizing that over the last years the millage rate has not changed and to think that has not been a contributing factor to our current situation would be short sighted.

Mrs. Adrienne Daley stated that she believes the City already has one of the highest millage rates around. Mayor Keene responded that the rate is high however he believes Zolfo Springs is around the millage rate of 9. He finalized that he didn't know how we could continue to provide these services simply by cutting expenses and we also need to consider the reduced property values.

Mr. Ernie Hewett, DeSoto County, asked the Attorney if FS 200065 limits the millage to ten. Attorney Wohl replied the rate may depend on other issues and he would review. Mr. Hewett replied he believes ten is the maximum millage rate. Councilman Fink stated he believes Mr. Hewett is correct. Mr. Hewett stated that the Finance Director indicated the millage could be raised to eleven which is why he was questioning the maximum rate. Mr. Santana responded that the form is a self calculating form.

Mr. Hewett continued that he understands Councilman Fink's and Mayor Keene's concerns however this is a procedural move to set a maximum rate then at the budget meetings decide on a lower number and the forms that go out are based on the value of your property. When Council finalizes the budget the millage will be somewhere in between but there is a drop dead date for setting the maximum rate. He finalized that he believes the roll back rate is a reasonable rate.

Vote on the main motion carried 3-2 with voting as follows: Councilman Heine, Yes; Deputy Mayor Frierson, Yes; Mayor Keene, No; Councilman Fink, No; Councilman Allen, Yes.

7. Lost revenue and associated expenditures. (Interim Administrator)

Mrs. Jankosky reviewed the distributed spreadsheet of costs for the most recent July 4th parade and fireworks which amounted to \$485 not counting benefits. She stated this is lost revenue and costs associated that the Council should be aware. Mayor Keene asked if Mrs. Jankosky was suggesting that the sponsors pay for this service. Mrs. Jankosky responded it would be up to the Council just so they recognize the costs associated with each event. She reviewed the fees: \$25.00 permit fee plus \$200 deposit unless those fees are waived by Council. Mayor Keene responded that he felt the community has an expectation of community parades and events and we should not try to impose an expense on those sponsors however if we had that sense of community there might be opportunity to fund it through another mechanism. Mrs. Jankosky responded that there is a fine balance between community service and requiring permit fees but the City is cutting everyday budgets to survive and still cover these events. Councilman Fink stated he is a member of the Antique Association and according to the Attorney he does not have to declare a conflict of interest. He stated in the past they hired off duty Police Officers for the crowd, but found it cost prohibitive. Marshal Lee responded to Councilman Heine that there are approximately 11 parades per year.

Mr. Bruce Neveau, Mary Margaret's Tea Room, Beautification Committee and Team Arcadia, suggested that the amount of horse manure left over after the parade was alarming and they make bags for under horses so it doesn't hit the ground. There is no street sweeper following the parade so when cars go out the manure is spread all over the place. These are one of the added costs you were alluding to. Mr. Cordes responded that there is a street sweeper and he suggested the horses be placed at the end of the parade.

8. Request for Special Event Permit, street closure and waiver of fees - Antique Association of Arcadia Fourth Saturday Antique Fair (Interim Administrator)

Councilman Fink stated that Antique Association as a 501-C3 puts basically all funds raised by the event back into the community through advertising for \$30,000 a year to bring people to Arcadia. Advertising includes the Antiques Road Show in three major markets, Fort Myers, Tampa/St. Pete and now Ft. Lauderdale out of Florida International University as well as print advertising. Councilman Heine interjected that if you let one receive a waiver you have to let

them all. Councilman Fink asked if this was a monthly waiver or a one time fee. Attorney Wohl stated that it is an annual permit for one year for one Saturday event each month.

Councilman Fink made a motion to deny the request for fee waiver, approve the special event permit and require Antique Association to pay the \$25.00 fee. The motion was seconded by Councilman Heine.

Mr. Remus Griffin, Freelance Journalist, stated that the 4th of July Ranch Rodeo proceeds went to Tidewell Hospice and they asked for no handouts. He continued that you are talking about a public street set aside twelve days a year; if it's worth having it's worth paying for. He stated you want to raise the millage but you want to waive the fees. He finalized that if an event can afford fireworks costing \$10,000 to \$40,000 you can afford the permit fee and in his opinion Council should not waive the fee.

Mayor Keene clarified that Councilman Fink's motion was to charge the Association \$25.00 for the year. Attorney Wohl stated that according to the ordinance events are not listed as exempt for anyone. Mrs. Jankosky added there is also a \$200 deposit which is part of the fee schedule approved and it is up to the Council whether they choose to waive the fees. There was discussion if the fee was \$25.00 per month or for the year. Attorney Wohl replied that the fee is for 12 events throughout the year, Councilman Fink's motion was for \$25.00 per year. He explained that the permit application was streamlined for events held like the Antique Association because they have the same schedule throughout the year. He continued that he did not believe it was the Council's intent to reduce the fee to \$25.00 a year because the Ordinance requires \$25.00 per event. Councilman Fink withdrew his original motion.

A motion was made by Councilman Fink and seconded by Councilman Heine to approve the application permit for the 4th Saturday Antique Fair and charge the Antique Association \$25.00 per event or a total of \$300.00 annually. The motion carried 5-0.

9. Request for Special Event Permit, closure of streets and waiver of fees for the TEAM Arcadia Car Show – Applicant Mr. John Super (Interim Administrator)

Mr. John Super reported that they hold monthly car shows with very little budget which was \$200 out of his pocket per month and if you impose a \$300.00 fee that would put them out of business. He stated the sole purpose of the car show is to help promote the downtown businesses. He indicated that it costs the County nothing and the barricades are put out on Friday during working hours and taken down following the event. Mayor Keene asked if there was a breakdown on cost for the car show. Deputy Mayor Frierson noted that the car show does have good attendance even in the summer. Councilman Fink suggested drawing on the restaurants since this event is done specifically to draw restaurant business. Mr. Super replied that the businesses do support him. Mr. Greg Smith inputted a dollar per car entry could support the required permit fee.

A motion was made by Councilman Fink and seconded by Councilman Heine to approve the request for the monthly car show and require a permit fee in the amount of \$25.00 per event or \$300 annually. The motion carried 3-2 with voting as follows: Councilman Heine, Yes; Deputy Mayor Frierson, No; Mayor Keene, No; Councilman Fink, Yes; Councilman Allen, Yes.

10. Request Approval of two proposed locations for the CDBG Neighborhood Revitalization

Grant Program – maps included (Interim Administrator)

Mrs. Jankosky explained two maps were included identifying potential areas for the Neighborhood Revitalization grant that included East Maple and Bridle Path. These areas must be low to moderate income, surveys will be conducted and once the information is received it will return to Council in September. Deputy Mayor Frierson asked why these two areas were chosen. Mr. Corbett Alday, Guardian, replied that density, low to moderate income and the needs of water, sewer and roads in the area were analyzed to choose the two locations. He also asked if the Council could rank each area and explained that from the grant standpoint the Bridle Path area is denser and needs more attention however both areas will work however the scope needs to be narrowed.

Mr. Fred Lewis, Systems Supervisor, responded to Mayor Keene that both areas are good candidates. We have a lot of inflow issues but Bridle Path is denser and there is a storm sewer system and flooding problems. The Maple area is open ditch. Councilman Fink inquired if you could install storm sewer in the East Maple area. Mr. Lewis responded that in the Maple area near the west the whole area is open ditch and the best bang for your buck in that area would be to revitalize the ditches.

A motion was made by Councilman Fink and seconded by Councilman Heine to rank Bridle Path area number one and East Maple area number two for the proposed Neighborhood Revitalization grant locations.

Mr. Gary Frierson inquired what if there is an investor owned property by one of the Council Members in one of those locations. Attorney Wohl suggested that Deputy Mayor Frierson abstain from the vote due to owning property in the Bridle Path area.

Ms. Leanne Harrison asked where Bridle Path and Maple are located. Councilman Heine replied that Bridle Path is near the Cemetery.

Mr. Ernie Hewett agreed that Bridle Path area is in best interest for public issues and would benefit most from the grant however Maple is one of the last areas in the City for development with hindrances of no water and sewer. Mrs. Jankosky responded preliminary cost for the East Maple area was \$1.1 million, the Bridle Path area cost was \$900,000 and the grant is \$600,000.

Vote on the motion carried 4-1 with Deputy Mayor Frierson abstaining.

11. DeSoto Insurance Letter of Recommendation (Interim Administrator)

A motion was made by Councilman Allen and seconded by Councilman Heine to approve the Letter of Recommendation for Mr. Lew Ambler, DeSoto Insurance. The motion carried 5-0.

12. Sale of Surplus Material Procedure (City Attorney)

Attorney Wohl reported the proposed revision allows City staff to dispose of surplus and scrap materials without requiring a bid process.

A motion was made by Councilman Heine and seconded by Councilman Fink to approve the proposed changes to the sale of surplus material procedure as presented. The motion carried 5-0.

13. Wingman Aviation Contract (City Attorney)

Attorney Wohl reported that he and Mrs. Jankosky met with County and Fire Inspectors and according to the code Mr. Hilton can only perform owner's maintenance. The City's Airport Consultant, Hanson Professional Services and Mr. Hilton believe that the County is not looking at the particular regulations and there is an exception for hangers under 12,000 square feet. He continued that the City has asked the County to provide in writing the particular citations they are addressing.

Mr. Ricky Hilton stated he wanted something in writing so it could be challenged. He thought that at the last meeting he would be invited to the meeting with the County however no one called. He added that he would appreciate being included in the process as he is knowledgeable of the rules and regulations. He continued that the Fire Marshal does not distinguish between commercial activities and other activities so there is much to discuss and he asked to be included in the meetings.

Mayor Keene clarified that he did not attend the meeting with the County however at the last meeting he assumed all parties involved were to meet. Mr. Hilton responded that he has a hard time understanding why it is taking so long and in eight months there should be some progress. Attorney Wohl replied that he drove from Sebring, travel not included, for that meeting which lasted 30-45 minutes and the City is attempting to work through the process. We have requested the citations in writing. Mrs. Jankosky responded that they did not address the business in that hangar because it is not a recognized business according to the business tax receipt so they viewed it as a hangar with potential issues of a commercial business going on in the hangar. Now we are at the point where the Fire Department will need to show us the code addressing the issues.

Councilman Fink stated that in dealing with the County Fire Department in a building that was never inspected by the County it was his job as the business owner to deal with the County directly. He noted his confusion as to why this was not between Mr. Hilton and the Fire Department and if it is a legitimate business Mr. Hilton can work with the Fire Department. Attorney Wohl responded that Mr. Hilton working directly with the County would work well if Mr. Hilton feels he has a good grasp on the code. He stated that the City was trying to define the type of services that could occur in the hangar. Councilman Fink recommended executing the contract and distinguishing between commercial and personal usage of City property rather than involving the City. Deputy Mayor Frierson responded that she thinks it is our business because we don't know the legal aspects. Attorney Wohl responded that the City should ensure we are not allowing a business to operate if they are violating the fire codes and it would be beneficial if Mr. Hilton got the answers from the Fire Department. Deputy Mayor Frierson stated that if we allow businesses in the hangers and the Fire Department has told us no then we are opening up the City to all sorts of legal issues. Councilman Fink questioned if we were going to shut down the current paint operation at the Airport because that is considered under the same statute and no sprinkler system is installed. He asked also is the City requiring that current business to do same or are we going to have a double standard. Deputy Mayor Frierson asked are we setting a precedent for businesses in the other hangars. Councilman Fink inquired isn't there already a precedent when we have people doing this type business without sprinklers or fire suppression. He continued how can we justify those requirements and not expect retaliation by Mr. Hilton by not allowing what is already being allowed.

Mr. Hilton stated that all companies go through the same process and this request is nothing special. He asked for some verification on the agreement then he would apply for the occupational license for that location and he will be required to meet the codes then all concerns

would be addressed. He noted that the building is not to code and should not be used and every hanger does not meet codes either. Mrs. Jankosky agreed that Mr. Hilton should file for the occupational license. Mr. Hilton responded that initially he and Mrs. Jankosky should meet to review the agreement which should be a fair and equitable. Councilman Fink requested that the Council review the contract at the next meeting and the Attorney can review as to form. Attorney responded that would be fine as long as approval is conditioned upon the fire inspection. Councilman Fink replied that Mr. Hilton would not receive his occupational license without a fire inspection.

Mr. Ernie Hewett, former Airport Manager, stated this whole concern goes back to 2008-2009 when the first fire inspection occurred after the merger. Prior to the merger the City Fire Department had authority over the Airport and allowed it to operate as is under the City's liability. The County took over after the merger and shut down the operations for painting, mechanical work and use of one building. The FBO contract states you must be in code compliance however the Airport is not in code compliance. Should you issue a contract for Mr. Hilton to operate he could return and state he can not become compliant because the City Airport is not in compliance. The City would have to come into code compliance for the FBO and the new contract tenant. He cautioned Council to be careful signing a contract that will put the City in a liability issue which you are already in with the current FBO. Most minimum standards for airports, which the City does not have, indicate that any business is given a plot of land to build their own hangar. Mr. Hilton has alternatives such as the Minnear's could rent one of their buildings but we are back into code compliance issues with the Fire Department.

Mr. Hilton responded he is not asking to sign the contract only negotiate and the contract would not be signed until after the inspections and occupational license are issued. He added that current hangar rules authorize commercial maintenance. He stated again that he would not sign the contract until all the requirements are approved. Mr. Hewett responded that as Airport Manager he wrote that rule because they were going to allow the Trudeau Warbirds to conduct light maintenance but the lease for the two hangars was tied to the Minnear's contract which allowed them to use the Butler Building. Once the lease ended the contract ended and that rule never was removed. Mr. Hilton agreed to meet with staff to negotiate a contract and apply for a business license as mentioned previously.

14. Mobile Home Park Fence (Interim Administrator)

Mrs. Jankosky reported that there was \$40,000 budgeted for improvements and this item is for a chain link fence as referenced on the distributed map. In order to install the fence, dead ends must be created. She spoke to the Fire Department and they requested gates they could access and Marshal Lee requested a key to access the area. She noted that the Post Office has not yet responded. She asked for a consensus from Council on blocking the streets with locked gates. Mrs. Jankosky responded to Mayor Keene that a notice is posted in the common area noting this project was progressing. Mrs. Carol Anderson, Park Manager, responded to Mayor Keene that the park has 85 permanent residents and over half are gone during the summer. Councilman Fink inquired if there are signs already posted for limited access to the park. Mrs. Anderson replied that there are signs posted however people still walk and drive through the park. Councilman Fink asked again has Council already taken action by installing signage on the park streets. Marshal Lee responded that there are some trespassing signs however some of the residents overrule the signs by inviting people into the park. Mrs. Jankosky replied to Councilman Heine that the fence would not interfere with the Highway 17 improvements. We have to leave the park open however we are limiting the access. Council gave a consensus for the requested gated street ends.

ORDINANCES

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

A motion was made by Councilman Heine and seconded by Councilman Fink to read Ordinance No. 975 by title. The City Recorder read Ordinance No. 975 by title.

A motion was made by Councilman Heine and seconded by Councilman Fink to adopt Ordinance No. 975 at second and final reading. The motion carried 5-0.

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

A motion was made by Councilman Heine and seconded by Councilman Fink to read Ordinance No. 976 by title. The City Recorder read Ordinance No. 976 by Title.

A motion was made by Councilman Heine and seconded by Deputy Mayor Frierson to adopt Ordinance No. 976 at second and final reading. The motion carried 5-0.

COMMENTS FROM DEPARTMENTS

17. City Marshal

Marshal Lee updated that a Special Master Hearing was held regarding 342 South Orange Avenue and the owner has 120 days to correct and obtain all permits otherwise there will be a \$100 per day fine issued. Also the owner has 14 days to remove all non working vehicles or face a \$50 per day fine.

Marshal Lee reported that Special Master William Nielander's contract expired and he requested that Council consider renewal of that contract as they are very satisfied with his services.

A motion was made by Councilman Heine and seconded by Deputy Mayor Frierson to renew Attorney Nielander's contract as Special Master for the City of Arcadia. The motion carried 5-0.

Marshal Lee reported that Tremron has removed some debris from the site, added some buffer pavers, noise reduced greatly and are moving toward compliance.

Mr. Charles Conklin stated that he heard some metal was taken from the City Garage and they knew who took the items. He asked why this issue was not addressed because that is return revenue to the City. Marshal Lee responded the matter is a departmental issue and should not be addressed to Council. He stated that they do not know who stole the items however they

know whose vehicle was used to deliver the items but have yet to locate the young man. The matter must be investigated so until there is probable cause rather than reasonable suspicion no arrest can be made. Mr. Conklin apologized and stated he was bringing it forward because a lot of people asked him about the status of the case. Marshal Lee responded that there were not a lot of people asking about the status, possibly two or three.

18. Attorney

Attorney Wohl reported he would have session III of the Sunshine review for the next Council Meeting.

19. Administrator

Mrs. Jankosky reported that Tindale-Oliver is holding a consensus building workshop to prioritize the future pedestrian, bike, sidewalk project on July 26, 2012 from 5:30 p.m. to 8 p.m. at the County Administration building.

Mrs. Jankosky asked if there were any questions regarding health insurance. The workshop is scheduled for Thursday, July 19, 2012 at 5:30 p.m. The Council reported no questions.

Mrs. Jankosky replied to Mayor Keene that she emailed Mr. Maxcy, County Administrator, regarding the City/County meeting but has not heard back.

PUBLIC (PLEASE LIMIT PRESENTATIONS TO FIVE MINUTES)

Mr. Gary Frierson congratulated Mrs. Jankosky on being appointed Administrator.

MAYOR AND COUNCIL MATTERS

Councilman Heine noted that there are many street lights out in the City.

Councilman Fink stated we are elected officials to sit here and listen to people. We need to take what they say and realize these people pay our salaries. It's disheartening by the suggestion that the citizen was a fibber just a bit ago. It's not right. We don't need to have that and I don't like to tolerate that. Whether the person was telling the truth that there were a lot of people or a few, is inconsequential and it is important not to minimize the person. Marshal Lee stated if this man wants to know the Police Department is always open. Councilman Fink replied as the City we need to be receptive, even if we don't like the comment, if not, we are in the wrong business, even if someone talks and blabbers it is our responsibility to sit here and look at them and say thank you for your comments. If you minimize that person we are not doing the job we are elected to do. Marshal Lee replied that he is elected as well. Councilman Fink replied that this is a Council Meeting and for someone to disrespect what the public says in not right. Marshal Lee replied that telling the truth is not disrespectful. Councilman Fink replied that truth is a relative commodity. Marshal Lee replied telling the truth is not disrespectful and he might try it. Mayor Keene asked to bring the conversation to a close as points have been well taken and you are both right.

Mayor Keene stated that he is excited about McSwain Park and gave kudos to Mrs. Jankosky and Mrs. Penny Kurtz for working on the project. There was a great turn out at the groundbreaking ceremony. Councilman Fink stated that the Mayor did a wonderful job representing the City. Deputy Mayor Frierson stated that the City has good things going on like the new Water Plant, McSwain Park and other projects. She thinks all the rumors floating

around need to stop and let's not pay attention to those rumors. She continued that Marshal Lee does a great job and if we put him out, we will be out of a job. There is too much negativity and nit picking and it needs to stop.

Mayor Keene agreed that we do have positive things going on, people really believe in the City and admire the Council sitting here. We are working on the budget and it's all about fiscal responsibility. Mayor Keene continued however, there is potential for disaster out in our community and referred to the collapse of a line on Highway 17. He stated if we don't think in those terms, these type emergencies are what reserves are for and why we need to balance the budget. He agreed with Deputy Mayor Frierson regarding the negative vibes and he is tired as well and wants to hear positive to move the City forward. He stated that he met with Tindale-Oliver on the Bike/Pedestrian project which is a fantastic opportunity for the community. He thanked Mrs. Judy Schaefer and the County for their involvement in project. He mentioned connecting the merchant center on the east side with downtown which would be great.

Mayor Keene reported that at the groundbreaking ceremony several people reported some miscommunication. He stated that we live in a social media arena where people are reporting in real time and much of the information is inaccurate such as why are we closing Story Book Park and Jim Space is falling down. He drove out to both parks and there was no indication of either park closing however there are some issues that need to be addressed at Jim Space. He encouraged Mrs. Jankosky to contact First State Bank to see if a collaborative effort might enable Jim Space to be repaired.

Mayor Keene congratulated Mrs. Jankosky on her appointment and stated he doesn't sleep much and hates to be in the dark, so he charged Mrs. Jankosky with the following: What is Administration doing to consolidate services between City Hall and the Way Building. He suggested consolidating those operations as we move toward a vision and how we can make ourselves more effective. He announced the Vision Workshop taking place July 21, 2012 at 9 a.m. in the Way conference room.

ADJOURN

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

APPROVED THIS ____ DAY OF _____, 2012.

By:

Keith Keene, Mayor

ATTEST:

Virginia S. Haas, City Recorder

**MINUTES
CITY COUNCIL WORKSHOP
CITY OF ARCADIA
THURSDAY, JULY 19, 2012
5:30 PM**

ITEM # 3

CALL TO ORDER, ROLL CALL

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

Arcadia City Council

Mayor Keith Keene
Deputy Mayor Alice Frierson
Councilman Robert Heine – Excused Absent

Councilman Joseph E. Fink
Councilman Robert Allen

Arcadia City Staff

Interim Administrator Judi Jankosky
City Recorder Virginia S. Haas

DISCUSSION:

1. City Health Insurance Consultant Services – 20 minute presentations
 - a. Albritton Insurance Services, LLC

Ms. Jennifer Backer, Albritton Insurance Services, stated she was born and raised in Arcadia and she reviewed her education and experience. She noted that Albritton Insurance is passionate about opening an office here in Arcadia. They are a member of the Chamber and participate in community events. She introduced Mr. Joe Albritton as the Owner and gave a brief summary of his education and background. She introduced Ms. Ashley Martin who handles the Life and Health Accounts.

Ms. Backer stated that their Company deals closely with Florida Blue, United, Cigna, Aetna, Humana, AFLAC and all other Florida Health care providers. They have an office in Wauchula with 9 licensed agents that serve as back office support. She summarized the Companies unique service model and listed some of their customers as Hardee County School Board, Hardee County Board of County Commissioners, City of Wauchula and Taylor County Board of County Commissioners. She added that the new Arcadia office would create local jobs for the area. She stated they are committed to local service and understand the need for job creation in rural Florida.

Ms. Ashley Martin reviewed that she handles all medical claims and acts as an intermediary between the employee, the doctor and insurance company assisting in invoices, open enrollment, “tickets” and employee education. We are at the disposal of the City of Arcadia and can be involved as much or as little as needed. We can assist with all areas of the process, which frees up staff. We are bound by the ethical standard of our insurance license and HIPPA compliance. We offer employee benefit education seminars “eat and greet” to discuss aspects of benefits and address issues before they become issues.

Mr. Joe Albritton stated their model stresses managing loss ratios and medical trends which drives your premiums. If you perform very well we can offer a profit sharing with the insurance company. Health Insurance is something you have to manage every day. He explained low severity claims versus high frequency claims. He explained that Albritton Insurance was able to save Hardee County Schools \$3.5 million on insurance since they started the management process. They also conduct a market survey every year and if we are appointed agent we can shop your insurance. He pointed out an example of Hardee County BOCC renewal that came in 19% under market. The huge component in that savings was daily management of claims. He stated that Albritton Insurance has all required resources the City may need. What sets them apart is managing claims every single day, looking at monthly losses, spikes and nonrecurring events. We look at each benefit line and across the carriers to see if it is an improvement.

He pointed out that he saw a trend when Hardee County was treated differently from Hillsborough County and other larger Counties so he developed a program to bring the same level of expertise, risk management and service that Hillsborough gets. He said it took three years but they found a software program that was HIPPA compliant. Taylor County has adopted their program and the results speak for themselves.

Ms. Martin replied to Deputy Mayor Frierson that she could meet with employees in their office or in City Hall and that would be up to the City. Mayor Keene stated he would be interested in some health lifestyle education for the employees. Councilman Fink asked about the Albritton name and told the story of how Arcadia got its name.

Mr. Albritton stated that their book of insurance is around \$12 million however premiums are not decided by the size of the book, their company gets good bids because they manage daily claims and loss ratios.

b. Brown and Brown Public Risk Insurance Agency (PRIA)

Mr. Alan Florez, VP and Ms. Robin Riley, Agent and Account Executive

Mr. Florez stated that PRIA is here because there is an opportunity to solve a problem. We feel there is a circumstance that we could provide what the City is looking for. Our level of service is a focus of what we do. We are part of Brown and Brown but our home headquarter is located in Daytona Beach, FL. Even though we are part of a large resourceful business we have 188 autonomous offices that are accountable to themselves and the top people stay out of our way as long as we get the job done. He reviewed their current clients some to include DeSoto County, Trenton County Clerk of Court, Hillsborough Transit Authority, City of Williston, etc. He noted that their bread and butter include the smaller cities that make the bulk of their very large book. He encouraged Council to call their references such as DeSoto County and they will find that services are not an issue because Ms. Riley is here in DeSoto County every month focused on their needs. We are incredibly technical and delve deep into your program. We fight the increase by creating options and we fight with the carriers with knowledge. We are very used to dealing with the underwriters such as FL Blue and United. They know and respect our negotiating capabilities. We can benchmark and make sense of

the rates. We are innovative and think out of the box so we can be ahead of the curve.

Mrs. Riley stated that their service is impeccable and what sets them apart. She reviewed results on accounts: City of Wellington - savings \$48,035, City of Madison - savings \$383,000 and City was able to add dental and vision to enhance their program. In Highlands County they negotiated with BCBS saving \$299,526 and \$100,000 for a wellness program where each employee that participated received \$200 in their paychecks. She stated in this area you have BCBS and United that have viable networks in the system and we have a contact person in house at each carrier which provides fast, accurate information.

Mrs. Riley went over suggestions for a potential plan for the City. She met with Mrs. Jankosky and understands the need for services and someone to work on the City's behalf. Our first approach is to look at a formal bid process as carriers get very competitive and then they would negotiate with those carriers to bring the best terms and conditions. Next they could implement a wellness program through donations and raffles by partnering with local vendors. The other approach for small groups down the road would be a self funded program. Mr. Florez explained if you have good years and good claims you may ask why you are not getting a break or money returns however the only way is with a self insured program which is becoming more popular.

Mr. Florez stated in the bidding process at the request of the City they could administer that bid and they also work well with the incumbent carrier. For example, they fought with FL Blue about an increase and he gave the example of Pasco Sheriff's potential 9.8 increase. We reviewed the numbers and questioned the increases. Florida Blue agreed on some items and brought the number down to a 5.2 increase. He spoke some about transition and fears. They are able to work with the employees and create a checklist of improvements and design a service approach based on those requests. Also if the City moved to another carrier they would work with the employees by running a disruption report. Mrs. Riley also has back up in the office to handle day to day problems and Mrs. Riley is available by cell phone at all times.

Mrs. Riley responded to Mayor Keene that she can be here at our needs or even an extra day, she is currently here once a month for the County. She responded to Deputy Mayor Frierson that she can do the same day every month, currently she meets the second Monday of every month at the County however she may only spend two hours at the County. Mr. Florez reiterated that there will be staff available and if the issue can't be solved on the phone staff would come to the City.

c. Desoto Insurance

Mr. Lew Ambler, DeSoto Insurance Agency, thanked the Council for letting him participate in the process and hoped that he could shed some light on better ideas. Their office is located three blocks from here; they have 13 employees and filling two more positions. He introduced Mr. Phil Hunt, Mr. Thomas Guidry and Mr. Rex Smith all who have extensive experience in the industry. We have always tried to stay on the cutting edge of technology, but try not to lose the personal touch. We have been in business almost 95 years with 4,800 customers and several wide ranges of life and

health benefits. Mr. Tom Guidry would be the primary life and health representative if they are selected to be agent. There will always be someone in our office to service your account. Mr. Ambler stated that their philosophy is we are in business to protect people's stuff and we pride ourselves in thinking outside of box.

He responded to Deputy Mayor Frierson that the problem you have is the limitations of a doctor, pharmacy, etc not in network then you are subject to out of network expenses which is passed onto the employee. The problem with Desoto County is that there are only two networks FL Blue and United and DeSoto Insurance does business with both.

He responded to Councilman Fink if everything is presented the same all quotes will be similar pricing. Mr. Ambler stated that everything in Health Care has become so structured there is very little ability to pick up the phone and get something changed.

Mr. Tom Guidry explained that he has been with DeSoto Insurance since 1993 and specializes in health insurance. He reviewed what they could provide to make things cost effective for the City and employees.

As Agents for the City there are trends and changes but the main items that drive the cost is 1) Deductibles (City - \$500) which is a good low deductible. The standard is \$1,000 or more. He responded to Councilman Fink that you can provide a multi-plan option and some companies will provide three plans low, medium and high and the employer pays the low plan and the employees can pay the difference for the higher plans. 2) Co-insurance (City - 80%) you can pick and choose that as well, the lower the co-insurance the less expensive the policy. 3) Maximum out of pocket expense (City - 20% up to \$2,500) this drives your cost also. The higher you go in out of pocket expenses the less expensive the plan. 4) Doctor co-pays also drive your cost, most companies package different plans with different deductibles and co-pays (City - primary only - \$25.00 – no co-pay for specialist). The providers can look at your plan and come close to matching your plan benefits. 5) Prescription costs drive your plan also. In addition to those costs you can also explore multi-plan options, alternative plans, self insurance carriers or self funded plans. DeSoto Insurance can also provide reports on plan usage, claims experience, and offer supplemental insurance like AFLAC and retiree Medicare.

Deputy Mayor Frierson asked who determines what doctor is seen by employees in the event of a worker's compensation claim. He replied to Deputy Mayor Frierson that the doctor is determined by the Worker's Compensation Company.

Mr. Guidry explained the City has a PPO right now so you have a choice and do not need a referral. There are HMO's available but those get restrictive however the HMO's are not cheaper anymore. We can provide insurance for dependants but typically employees can buy individual policies cheaper than putting dependants on the group insurance.

Mr. Guidry reviewed some highlights of what United Health Care provides. They have a large network of 626,000 doctors and 5,035 hospitals. Some things to consider is to check if your doctor is in the network and those resources you can find online. United

Health has a tool called help for me which is a free application for smart phones. If you are going to have a procedure there is a tool to punch in your plan and they will give you an estimate of what it will cost you out of pocket. Preventative health care is free with United due to the health care reform. They have a comparison program, the premium designated program, in which doctors that follow medical guidelines allow lower co-pay. It is simple to find doctors and hospitals and they have "Care 24" where employees have benefits at their fingertips 24-7. They also have an employee assistance program where you can get help with legal, financial, and behavioral counseling. There are discounts on other types of programs, like laser surgery, gym memberships, etc.

Mr. Lew Ambler said they will have someone available in the office and there is a Spanish speaking employee as well. Mr. Ambler asked when the Council might make a decision. Mrs. Jankosky replied that the City is on an annual renewal. Mr. Ambler stated if the City decides to make us agent he would recommend a quote from FL Blue and United. DeSoto Insurance will need an agent of record.

Mayor Keene reviewed that there are only two insurance companies that can provide a network of services and this is a great starting point but we need to gather more information.

Mrs. Jankosky noted that it would be a crunch to change to an October 1st renewal. Mr. Ambler replied that he would not recommend changing from the calendar year because some employees have money invested in their deductible and will schedule a surgery in December. If you change from the calendar year you may get that waived but it is not guaranteed.

Deputy Mayor Frierson asked about the refund the City received for our medical insurance. Mr. Ambler replied that was a part of Obama Care, a Federal Law, that provides 80% of every premium policy must be spent on health care claims and if not that is reimbursed to the City.

Councilman Fink recognized former Councilman Phil Hunt in the audience.

- d. Other presentations – None
- e. Questions – Addressed above

PUBLIC COMMENTS- None

COUNCIL MEMBER COMMENTS - None

ADJOURN

Having no further business, the workshop was adjourned at 7:30 PM.

APPROVED THIS ___ DAY OF ___, 2012

By:

**MINUTES
CITY COUNCIL WORKSHOP
CITY OF ARCADIA
TUESDAY, JULY 24, 2012
5:30 PM**

ITEM # 4

CALL TO ORDER, ROLL CALL

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

Arcadia City Council

Mayor Keith Keene
Deputy Mayor Alice Frierson
Councilman Robert Heine

Councilman Joseph E. Fink
Councilman Robert Allen

Arcadia City Staff

Interim Administrator Judi Jankosky
City Recorder Virginia S. Haas
AJ Berndt, WTP

Finance Director Jorge Santana
Steve Underwood, WWTP
Carol Anderson, MHP

DISCUSSION:

1. Water and Sewer Enterprise Funds 2012/2013 Budget
 - a. Utility Administration
 - b. Water Treatment Plant

Mr. Berndt explained the numbers may not be exact because these are based on the old Water Plant. The numbers may change as the new plant comes on line. Salary and overtime, no change, professional services which include Hazen and Sawyer and calibrations stayed the same. He responded to Councilman Heine that the chemicals may show some savings but that depends on the amount of water used. He responded to Councilman Fink there may be some savings in chemicals due to no longer using lime as the new plant is an ion exchange system. He noted there will be additional additives for the new plant however the total cost of chemicals should decrease. Mileage and lodging stayed the same. Telephones may decrease because of the new radio telemetry being installed. After five years the City will own the radio. Postage was decreased. Utility services were an estimate depending on usage. Rental and Leases for renting a hoist, repairs and maintenance were kept at the same amounts and everything in the new plant should fall under warranty. Building maintenance line item was maintained as the old building does have leaks, however there is some money set aside to repair the old plant. Repair equipment, vehicles repair, tires remain the same. Other current charges are for unexpected items that we are unable to classify. Advertising is for free burns twice per year. He explained that we are going to be given \$10,000 from the grant to order lab supplies for the new building. Chemicals stayed the same however it may be less going to new plant. Operating supplies for daily needs and furniture and machinery stayed the same. Memberships are for State registrations for licenses and continuing education courses.

Mr. Berndt replied to Deputy Mayor Frierson that according to his figures the Water Plant is going to come in under budget.

Mr. Berndt responded to Mayor Keene that he keeps a supply of chemicals available but not a large amount. He typically orders lime at \$7,000 every three months however he has gone 8 months without having to buy lime. He replied to Mayor Keene that according to the budget this year we have not used as much fuel as was allotted so we decreased that line accordingly.

c. Wastewater Treatment Plant

Mr. Steve Underwood, WWTP, reviewed that all line items regarding salary, overtime, FICA, etc. were set numbers and projected usage of staff this year. Professional services include Hazen and Sawyer. Contractual services were lowered \$30,000 as they try to repair their own equipment; however there are certain things in the field you need professional repairs on. Mr. Underwood responded to Mayor Keene that this past year we received an approximate savings of \$50,000 due to the new Leachate Agreement with the County. The City now has a sludge press and the sludge is treated and taken to the landfill in exchange for the County Leachate. This savings of \$50,000-\$62,000 per year is reflected in line item number 30490 other current charges.

Mr. Underwood continued: contractual services include all vendors listed in the packet and all fifteen vendors are used variable throughout the year. He does shop around for pricing and attempts to use local vendors when possible. Pump repair: He explained they rebuild the pumps because it is much cheaper. Utility service is projected on current usage. Repairs and maintenance increased as many items at the plant require small items to be replaced like the belts on the press machine. Maintenance contracts were eliminated because many line items in his opinion could be consolidated into one for example maintenance contracts could fall under contractual. Mr. Santana replied that State code dictates each code and line item so you can not manipulate the numbers. Mayor Keene confirmed that the State of Florida has a set of codes to follow as well.

Vehicle repair/tire repairs remain the same. Office supplies at \$100 stayed the same. Operating supplies increased to \$2,500 for gloves, glasses, suits due to dealing with wastewater and protecting staff. Fuel is a projected number which could go up if we have an emergency and must utilize generators. Janitorial was eliminated. Chemicals were increased and he gave an example when there was eight inches of rain in 3 1/2 days that increased the wastewater flow to 3.2 billion. When the flow increases chemicals increase. He referred to the packet and a list of chemical vendors. He noted in some instances the purchase may be sole source like treating the reclaimed water per DEP where other companies can not compete. Uniforms dropped \$1,500 on projection. The tools budget is low however he increased that line by \$500.00 and they do what they can with what they have.

Mr. Underwood summarized that the total increase and the bottom line is based on utilities and chemicals. He does not know if he will use all the funds because he is unable to project however he has seen chemicals go up three times in a year and has only seen them decrease once.

Mr. Underwood responded to Mayor Keene that staff does have license renewal every two years and two credit education classes. He also reminded that next year if the Water Plant is up and running they will be sending brine solution to the Waste Water Plant and that will be an increase in flow and utilities. Mr. Berndt added that they will also be utilizing the Interconnect.

Mrs. Jankosky explained that the telecommunications audit found tens of thousands of dollars in connection fees for telephone equipment, circuits and phone lines that didn't go anywhere resulting in a possible savings of 35% to 50%. In addition the City is reviewing going on State contract with Verizon possibly resulting in a savings of \$300 per month.

Mr. Underwood reported that there are two (500,000) tank clarifies that were painted and sandblasted in 1991 and equipped with new gear drives. These tanks are retrofits and are going to need refurbishing costing \$24,000 each in parts only. The total labor is estimated at \$48,000 for a grand total of around \$100,000. He spoke with Mrs. Karleskint, Hazen and Sawyer, who believes there are potential grants available at some point in time. He believes the cost of the parts are feasible, however the labor should go out to bid because it will be a retrofit from steel to fiberglass. He explained the other ticket item would be for a crane on the pickup in the amount of \$8,200. Recently the 1991 crane brake failed and is a safety hazard.

d. Utility Collections

Mr. Jorge Santana, Finance Director, explained that the Utility Department is comprised of two full time staff both doing an excellent job in collecting and turning off non-paying accounts. The expenditures for salary are the same however life and health were adjusted to reflect a 3% increase. Half of the total audit costs in the amount of \$30,000 are drawn from this account and the other \$30,000 is taken from the general fund. Contractual services were increased due to many problems with older computers. One new computer was purchased for this department and another \$1,000 set aside for another computer in the next budget. Postage is set due to utility bills sent out monthly at \$2,500 per quarter. Credit card charges are \$1,000 month in fees. Potentially Council could add a surcharge to minimize that cost. The utility collections budget stayed the same and this department is working extremely hard to maintain that budget and ensure the department is functioning properly.

Councilman Fink stated he has noticed some offices allow only MasterCard charges and there is an ATM available and possibly the City could save money by providing an ATM.

Mr. Santana responded to Deputy Mayor Frierson that the Utility Department accepts all credit cards and the City is receiving the best rate from Seacoast. He explained how PayPal works. He also added that prior to the switch to Seacoast the City paid many bank charges however none now and the City is also receiving \$1,000 month in interest.

e. Water Systems

Mr. Fred Lewis reported that salaries and overtime remained the same as the previous year. Health insurance increased. He removed professional services. Contractual services are the same. He added \$100 in per diem due to a need to be recertified for backflow prevention. He increased postage because of shipping meter registers. Utility services went down \$500 and he maintained \$1,000 for rentals and leases because he may need a pump. Repairs and maintenance he increased to \$3,000 as he was in the negative this year on that line item. He maintained \$300 in repair of buildings however his department will be moving into the old water plant. Equipment repair is the same and vehicle repair was decreased by \$300. He added that he does have one required repair on a backhoe that will cost \$2,200 so that item may increase. Maintenance repair/tires are the same. Printing and binding are for new business cards. Advertising and office supplies are the same. Operating supplies was increased because there is an apartment building that has old radio reads which need retrofit to registers costing \$3,000. Fuel and janitorial chemicals remain the same. Uniforms were decreased because of fewer employees. Tools were reduced to \$1,000. Furniture and machinery were reduced to \$2,000 however he will require a new small cut off saw. Road material remains the same. Registration for schools is for recertification for two employees in backflow prevention. Improvement other than buildings is fire hydrants needed throughout the City. He has some hydrants in stock and ordered some however has not had the personnel to install them. He responded to Councilman Heine that 6 hydrants are about \$12,000 and there are about 30 hydrants on the list that are dead not counting the ones that don't have the steamer caps upgrade that the Fire Department requested. Machinery and equipment line item is for purchasing valve insertion equipment costing approximately of \$30,000. He explained there are no valves in the City making the repair a full boar and you can not shut the water down. Example: Magnolia Street repair required two insertion valves costing \$8,000 so the water could be shut down to complete the repair. This equipment would come in especially handy when installing the fire hydrants. He also requested \$7,500 for half of the cost of a vibratory roller when patching which would make a much smoother patch. The other half of the cost would come from the sewer system budget.

f. Sewer Systems

Mr. Lewis explained the sewer system budget. Salaries, overtime, FICA, Medicare, workers compensation and retirement remained the same as last year. Health insurance shows an increase. Professional services were removed; contractual services and phone remain the same. Postage and freight was increased due to shipping of registers for warranty purposes. Utility services went down which covers all the costs at the lift stations. Rental and leases stayed the same. Repairs and maintenance was increased due to older equipment. Repair of buildings, equipment, vehicle repair, tires maintenance and printing/binding all remain the same amount as last year. Other current charges, advertising, office supplies, and operating supplies remain the same. Operating supplies is where all of the repair parts for water and sewer are booked. Fuel, janitorial, chemicals, uniforms, operating supplies, tools, furniture, and machinery were all maintained at same amount. He asked for \$1,000 for road material.

Improvements other than building: This line is used for the repair of manholes or broken pipes and emergency repairs. Machinery and equipment is half the cost of the vibratory roller.

g. Interconnect

Mr. Berndt explained this budget is the interconnect system with the County. All equipment is new and the County put in a chlorine residual monitor on their end and in his opinion we should let the County maintain that because that item always needs repairs. On the City side we only have communication which is a data lease line. The utility service is an estimate on electric costs. The interconnect was only running for two weeks however this budget is close to the projected cost. He stated that we could open the interconnect right now but there was concerns regarding residual and the flow. He responded that the County's pressure is higher than the City and starts pushing water back into the tanks. We projected 600 gallons per minute however it made more sense to run 100-120 gallons per minute all day which helped both the City and the County. Mr. Berndt stated the City should not pay for any water because the County has to flush anyway which is helping them, in his opinion. He stated he has a good relationship with the County so we can begin the interconnect at any time. Mrs. Jankosky noted that she added to her list to speak with the County regarding the bulk water agreement renewal.

Councilman Allen stated that all the Department Heads did a great job presenting their budgets. Councilman Heine replied this was the first time in 19 years Council sat down and reviewed the budget.

Interfund Transfers and Long Term Debt. – Mr. Santana stated after we analyze the different departments we need to review two other transactions from the water and sewer. 1) The renewal and replacement fund began several years ago due to the WWTP in order to replace any equipment that the Utilities Department would need. Right now that fund contains a little over \$850,000 and increases each year. The problem is that this account is a positive that offsets the negative of the water and sewer total accounts resulting in a \$500,000 positive. We haven't been able to utilize that fund because of the negative water and sewer account. In the future we will be discussing the revenue lost from 1999-2010 where revenues were lost because collections were not followed up and collected. 2) The second is \$432,920 to pay bond costs, principal of \$310,000, and interest \$130,000 and \$1,500 fee for the bond assessors – this is the water and sewer bond sinking fund. If you look at the revenues of a little over \$3 million and expenses are \$2.6 million then there is a surplus of \$350,000 projected for next year. Operationally we are doing well, but financially when the audit comes out we don't do well. Each year within the financial statements the City has to depreciate over \$1 million of assets and that is an expense - it's not cash outright but the IRS allows \$1 million in deductions. If we have a surplus of \$350,000 and a deduction of \$1 million then there will be a loss of over \$600,000. He pointed out page 24 of the September 30, 2011 budget that shows the activities of Water, Sewer and Airport. If you look at the depreciations and amortization \$1 million every year, the City should be setting aside \$1 million every year into this account so when these assets reach zero and have no more value the City could have money to replenish the assets. Right now the City only has \$850,000 but that is covering the negative that been sitting in that account for over ten

years. He emphasized that we need to try to do two things: 1) Increase revenues by increasing water and sewer rates or 2) minimize the expenditures. We would have to do that with over \$600,000. If we don't do anything to increase surplus, by raising rates or reducing expenditures we will lose \$600,000 next year due to the depreciation and assets that will have to be replaced. He stated the situation is the same with the Airport which lost \$9,000 last year due to deprecation because the hangars and runways will eventually need to be replaced as assets.

Mayor Keene replied that the City paid for a rate study to advise us what we needed to do. The Consultant gave great advice but the Council did not go as far as they were advised. He suggested looking at the rate study again or we may need a new rate study. He confirmed what he heard that if we want to balance the budget we need to increase the revenue or decrease expenses. We are moving forward without direction if we don't give consideration to raising our rates. Councilman Fink responded most of the current Council was not here at that time and could staff provide copies of the rate study so they can review to see if another one is needed or the current one can be used. Mrs. Jankosky responded yes and that she also asked Mr. Santana to put together a number of what it would take for this account to be fully funded. She added that the new WTP loan payment starts next June in the amount of \$152,000 every six months.

Deputy Mayor Frierson stated that the public needs to understand and right now we have a credibility problem due to misinformation and if we implement a rate increase we should be united. She gave the example of the two votes against the millage increase. Mayor Keene clarified that one person voted against the increase however he voted no because he thought the millage should have been higher. Deputy Mayor Frierson noted that the paper did not clarify the vote. She stated that the Council is not doing a good job telling the public the correct information.

Councilman Fink stated that if anyone thinks that a .56 millage increase is going to correct the problem in a course of time, they are deluded because it won't work and if anyone in the public thinks raising the millage .56 will work, they are deluded as well. I do not believe in suggesting that we should all vote lockstep because that is probably what got us to the place we are with all the issues and no one coming up with a solution. He reiterated that it is not feasible to vote lockstep. Mayor Keene replied in defense of what Deputy Mayor Frierson said and some of what Councilman Fink said that he doesn't believe there is anyone who would discredit this Council for not working hard on the City's issues considering all the meetings Council has attended in the last seven days and we are not done yet. We are making an effort. He continued that raising the millage keeps things the same and if we don't consider opportunities to increase the revenue we know we will be looking at this again. We are paying the price for what happened prior but let's not dwell on the past. There was discussion about a Public Information Officer who could assist the City in getting the correct information to the public.

2. Airport Enterprise Fund 2012/2013 Budget

Mrs. Jankosky reviewed the Airport budget. Contractual services include ant and weed

control around the current lights and electrician charges however new lights will be installed. Utility service is the same which includes lights, hangars, beacon which may decrease with potential new LED lights. Insurance was increased to cover a few items that appeared low in coverage. Repair of buildings - virtually nothing has been done at the Airport on any hangars so \$3,000 was added for small repairs. Repair equipment is for the tractor and Dixie mower. Commercial activities – Contains \$2,000 to help promote the Airport and part will be used for advertising Aviation Day. Advertising was increased to \$4,000 to promote Aviation Day. Fuel was increased to \$1,500. Improvements - We will receive \$948,000 from FDOT which will be used for the runway, taxiway conditioning, striping, new lights, new electric vault and more fencing. FDOT will give us a total of \$343,000 for improvements. They will begin by giving us \$25,000 this year for lights to open the window to begin those improvements. FDOT has guaranteed 100% payback over five years but we need to acquire a loan from Seacoast and Mr. Santana has other options as well. The Airport brings in \$52,000 in rent and fees which goes into the Airport fund. Hopefully with the \$6,000 we can promote the Airport. Mr. George Chase has a plan in the works.

Dr. Dixon stated that Mr. Heine was not aware that the Butler Building was being rented and the response he got is that it was not a business. He asked if it is rented, what it is rented for, who rents it and how much is paid. Mrs. Jankosky responded the rental is part of Air-Cadia's contract; however Mr. Santana conducted the audit and can answer those questions. Councilman Fink stated that Councilman Heine was correct and at the meeting on June 19th Mrs. Minnear stated that building was not rented.

Mr. Santana reported that he concentrated on the monthly sales and matching sales to the deposits at Suntrust. He analyzed 37 months and could not match one month. Air-Cadia does not deposit sales for fuels it is deposited into a special account for fuel which was added to the spreadsheet. He explained that the Butler Building began being rented in February of 2011 and on the spreadsheet it indicates \$4,236 to the City but he calculated \$4,460 which is a difference of \$180. Then he was told that the Butler Building was not part of the 90% that would be owed to the City, however that is a Council matter. He summarized the rent for the Butler Building. March 2011 - One occupant, \$180.00 due to the City. April through July - one occupant at \$200 per month. August through December 2011, two occupants for \$400 per month at 90% would be \$360 per month owed to the City. Beginning January 2012 he did not see the Butler Building in the financials however he would analyze if the Council requests.

Councilman Fink asked if any sales tax was analyzed. Mr. Santana replied that he did not review sales tax and Air-Cadia would have to provide sales tax reports and he could contact the Department of Revenue as well. He stated that he would be happy to conduct that audit and he would need payroll records as well to see how many employees and if workers comp is required. Councilman Fink noted if he rents the space within his shop he has to charge sales tax. He added also since we are having issues with cutting the grass and machinery not used properly he would wonder whether it is the City's Worker's compensation covering the Airport. Mr. Santana pointed out that he thought he was to conduct a financial audit but is willing to do an operational budget as well. Mayor Keene replied yes, it was initially a financial audit however it is now the consensus of the Council to conduct an operational budget as

well. Mr. Santana explained that he spent less than a day on the audit which was his salary for one day. The worst case scenario is that Air-Cadia owes the City \$200. The best case scenario is we add in the Butler Building and they owe the City \$3,200, so overall it was a worthwhile audit.

Mrs. Jankosky reported that she spoke with Mr. Ken Small, FLC, who noted that there are some utility tax discounts that the City is offering large commercial users (electric) and we are losing some of our franchise fees. Mr. Small indicated that the County can provide some discounts but a City cannot. Secondly she addressed the base rates in that if someone has a water meter at their house and they turn off the water, they are still connected to the system the City is required to maintain that service however the City is not collecting any base rates. Mr. Lewis confirmed those addresses would be the Northern visitors which may consist of a third of our users.

Councilman Fink stated that there is a State statute that dictates if sewer runs on the side or front of your house you are required to tie into the sewer but that is not so with water however the City does have an option to make that specific through our codes. He added that the City should look into that possibility because you aren't able to measure sewer usage without that being based on water usage. Mayor Keene concurred he was surprised when he heard an address was disconnecting from the City services. Mrs. Jankosky stated she could work with the City Attorney to draft an Ordinance addressing mandatory connection to City water lines. Mayor Keene replied it also depends on availability however we do need the tools through the City code to require connections. Councilman Fink replied if the City can expand water and sewer we need to require people to tie in within a specific amount of time. Mayor Keene replied that sewer is 365 days from the date that you are notified it is available.

Mrs. Jankosky reported that Mr. Ken Small has offered to come in the past and he will again and she asked if Council would like to invite him again. Council agreed. He is not free however he can help us work on an Ordinance, base rates, water and sewer connection and find revenue.

Councilman Fink stated that Dr. Dixon had serious questions and he wanted to ensure all questions were answered. Dr. Dixon repeated that he wanted to know who is renting the hangar, how much and what they are renting it for. Mr. Santana replied that one occupant, Mr. Frierson, rented the hangar for \$200 per month alone until July of 2011 then in August 2011 Mr. Ernie Hewitt started renting in the hangar for \$200 per month. Mr. Santana stated that as far as he knows they both are housing their airplanes in the hangar.

Councilman Heine congratulated staff for their budget presentations. Deputy Mayor Frierson thanked Mrs. Jankosky for spending time on the budget. Mrs. Jankosky mentioned the pension information she was reviewing. Mayor Keene requested review of the Police and Fire pension as well. Mayor Keene thanked Mrs. Jankosky for her work as well.

Mrs. Jankosky replied to Mayor Keene that next staff will finalize the presented numbers from each department. She responded to Councilman Heine that we are still looking for

some items to help balance the budget but we are getting closer. Mayor Keene stated that he would like to go back and review some of the wish list items. Mrs. Jankosky stated in August we should hold two additional budget meetings to narrow down any items, and then the public hearings would be held in September.

Mr. Santana inputted that he was hoping to review the entire budget. Council scheduled the next budget meeting for July 31, 2012 at 5:30 p.m. Mr. Santana will have all the revenues updated and the millage rate adjusted so the City Council can see the new numbers.

PUBLIC COMMENTS

COUNCIL MEMBER COMMENTS

ADJOURN

Having no further business, the workshop was adjourned at 7:20 PM.

APPROVED THIS ___ DAY OF ___, 2012

By:

Keith Keene, Mayor

ATTEST:

Virginia S. Haas, CMC
City Recorder



07/17/2012 13:14
aahorkey

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

PG 4
apwarrnt

WARRANT: 20120705 07/17/2012

DUE DATE: 07/17/2012

VOUCHER	VENDOR	VENDOR NAME	INVOICE	PO	TYPE	DUE DATE	AMOUNT	COMMENT
88125	2674	CARDINAL CONTRACTORS INC	31106-04	100	INV	07/17/2012	305,652.15	PROGRESS PAYMENT REQUE
88164	2257	PEACE RIVER DISTRIBUTING CO	00050286	100	INV	07/17/2012	334.55	BEVERAGES FOR PRO SHOP
88165	2580	J J TAYLOR COMPANIES INC	9250700	100	INV	07/17/2012	118.50	BEVERAGES FOR PRO SHOP
WARRANT TOTAL							306,105.20	

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



07/19/2012 14:38
aahorkey

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

PG 11
apwarnt

WARRANT: 20120704 07/19/2012

DUE DATE: 07/19/2012

VOUCHER	VENDOR	VENDOR NAME	INVOICE	PO	TYPE	DUE DATE	AMOUNT	COMMENT
88109	1484	ADVANCE COMMERCIAL CHARGE A	912721858 1679	100	INV	07/20/2012	99.88	WIPER BLADE
88111	2455	CENTURYLINK	JULY '12_312159680	100	INV	07/20/2012	225.93	ACCT NO. 312159680
88112	2455	CENTURYLINK	JULY '12_312161469	100	INV	07/20/2012	107.77	ACCT NO. 312161469
88113	1451	DESOTO AUTO MALL	14153	100	INV	07/20/2012	10.20	CLIP
88114	1451	DESOTO AUTO MALL	14176	100	INV	07/20/2012	20.48	ARM ASY
88115	172	MCGEE TIRE STORES	L-152887	100	INV	07/20/2012	337.52	TIRES
88116	1535	NAPA AUTO PARTS	190114	100	INV	07/20/2012	6.39	AIR FILTER
88117	1535	NAPA AUTO PARTS	190095	100	INV	07/20/2012	7.99	FUEL FILTER
88118	1535	NAPA AUTO PARTS	189933	100	INV	07/20/2012	7.85	HALOGEN CAPSULE
88119	1535	NAPA AUTO PARTS	190098	100	INV	07/20/2012	4.69	RADIATOR CAP
88121	2439	TD EQUIPMENT FINANCE INC	JULY 2012	100	INV	07/20/2012	11,772.65	LEASE NO. 40066715
88122	1507	DM CENTER FOR FAMILY HEALTH	06262012	100	INV	07/20/2012	1,080.00	ACCT NO. C0000237719
88123	732	FLASH EQUIPMENT, INC	94562	100	INV	07/20/2012	55.95	STROBE
88126	10030	W & S ENTERPRISE ACCOUNT	75161	100	INV	07/20/2012	1,335.60	ACCT NO. 1070554200
88127	10030	W & S ENTERPRISE ACCOUNT	75160	100	INV	07/20/2012	37.80	ACCT NO. 1070554000
88128	10030	W & S ENTERPRISE ACCOUNT	75012	100	INV	07/20/2012	25.20	ACCT NO. 1050582900
88129	10030	W & S ENTERPRISE ACCOUNT	75013	100	INV	07/20/2012	25.20	ACCT NO. 1050583500
88130	10030	W & S ENTERPRISE ACCOUNT	75032	100	INV	07/20/2012	92.08	ACCT NO. 1050589700
88131	10030	W & S ENTERPRISE ACCOUNT	75239	100	INV	07/20/2012	29.38	ACCT NO. 1070622400
88132	10030	W & S ENTERPRISE ACCOUNT	75246	100	INV	07/20/2012	100.44	ACCT NO. 1070631500
88133	40050	DESOTO AUTOMOTIVE INC	324205B	100	INV	07/20/2012	39.32	HI-PWR BLT
88134	40050	DESOTO AUTOMOTIVE INC	324106B	100	INV	07/20/2012	3.31	SPRING
88135	2464	EXPRESS MOWER LLC	0077190	100	INV	07/20/2012	263.90	BLADE
88136	60090	FLORIDA POWER & LIGHT	JUN/JUL '12 GOLF MTL	100	INV	07/20/2012	46.50	45975-18598: 1769 NE L
88137	60090	FLORIDA POWER & LIGHT	JUN/JUL '12 GOLF RR	100	INV	07/20/2012	41.99	16279-33961: 1769 NE L



07/19/2012 14:38
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City of Arcadia, FL - ** LIVE **
WARRANT LIST BY VOUCHER

PG 12
apwarrnt

WARRANT: 20120704 07/19/2012

DUE DATE: 07/19/2012

VOUCHER	VENDOR	VENDOR NAME	INVOICE	PO	TYPE	DUE DATE	AMOUNT	COMMENT
88138	60090	FLORIDA POWER & LIGHT	JUN/JUL '12 GOLF PMP	100	INV	07/20/2012	263.97	16289-31998: 1769 NE L
88139	60090	FLORIDA POWER & LIGHT	JUN/JUL '12 GOLF CAR	100	INV	07/20/2012	933.23	26069-35985: 1769 NE L
88140	60090	FLORIDA POWER & LIGHT	JUN/JUL '12 PRO SHOP	100	INV	07/20/2012	10.64	53062-54037: 1769 NE L
88141	60090	FLORIDA POWER & LIGHT	JUN/JUL '12 GVT OL	100	INV	07/20/2012	31.55	26059-37958: 1769 NE L
88142	60090	FLORIDA POWER & LIGHT	JUN/JUL '12 VIRG CON	100	INV	07/20/2012	47.84	86763-31997: 400 VIRGI
88143	60090	FLORIDA POWER & LIGHT	JUN/JUL '12 SOFTBALL	100	INV	07/20/2012	7.42	79812-41180: 948 N ARC
88144	60090	FLORIDA POWER & LIGHT	JUN/JUL '12 NE FIELD	100	INV	07/20/2012	449.75	86893-35928: 948 N ARC
88145	60090	FLORIDA POWER & LIGHT	JUN/JUL '12 LTS	100	INV	07/20/2012	17.70	98315-85519: 948 N ARC
88146	60090	FLORIDA POWER & LIGHT	JUN/JUL '12 STORAGE	100	INV	07/20/2012	10.87	11873-76494: 400 VIRGI
88147	60090	FLORIDA POWER & LIGHT	JUN/JUL '12 EAST FLD	100	INV	07/20/2012	7.42	13266-99236: 400 VIRGI
88148	60090	FLORIDA POWER & LIGHT	JUN/JUL '12 SPEER CT	100	INV	07/20/2012	39.30	86753-33960: 400 VIRGI
88149	60090	FLORIDA POWER & LIGHT	JUN/JUL '12 ARC LL	100	INV	07/20/2012	33.00	59153-15104: 948 N ARC
88150	60090	FLORIDA POWER & LIGHT	JUN/JUL '12 WEST FLD	100	INV	07/20/2012	7.42	79406-02274: 400 VIRGI
88151	60090	FLORIDA POWER & LIGHT	JUN/JUL '12 TENNIS	100	INV	07/20/2012	28.10	86833-32970: 400 VIRGI
88152	60090	FLORIDA POWER & LIGHT	JUN/JUL '12 ARC PKG	100	INV	07/20/2012	21.57	86903-33953: 948 N ARC
88153	60090	FLORIDA POWER & LIGHT	JUN/JUL '12 ARC CONC	100	INV	07/20/2012	25.86	86913-31980: 948 N ARC
88154	60090	FLORIDA POWER & LIGHT	JUN/JUL '12 SCH X OA	100	INV	07/20/2012	7.42	86546-90547: 518 E OAK
88155	80075	HOME OWNERS SUPPLY	223855	100	INV	07/20/2012	41.52	CONCRETE MIX
88156	303	MASTERMAN'S,LLP	1101579928	100	INV	07/20/2012	510.25	GLOVES
88157	1600	MCNEILUS TRUCK & MFG	1923668	100	INV	07/20/2012	75.53	TUBE
88158	1535	NAPA AUTO PARTS	190265	100	INV	07/20/2012	1,066.00	BACKING PLATE/CORE DEP
88159	1535	NAPA AUTO PARTS	190447	100	CRM	07/20/2012	-308.00	CORE DEPOSIT REFUND
88160	1535	NAPA AUTO PARTS	190358	100	INV	07/20/2012	7.64	HALOGEN LAMP
88166	1535	NAPA AUTO PARTS	190345	100	INV	07/20/2012	9.29	RADIATOR COOLANT RESER
88167	1535	NAPA AUTO PARTS	190367	100	INV	07/20/2012	8.78	AIR FILTER PRE-FILTER/



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

PG 13
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WARRANT: 20120704 07/19/2012

DUE DATE: 07/19/2012

VOUCHER	VENDOR	VENDOR NAME	INVOICE	PO	TYPE	DUE DATE	AMOUNT	COMMENT
88168	2128	ODYSSEY MANUFACTURING CO.	166854	100	INV	07/20/2012	824.25	HYPOCHLORITE SOLUTIONS
88169	2128	ODYSSEY MANUFACTURING CO.	166855	100	INV	07/20/2012	506.25	HYPOCHLORITE SOLUTIONS
88170	190090	SMITH'S RANCH & GARDEN, INC	101036597	100	INV	07/20/2012	31.96	INSECT POWDER
88171	1405	THE SUN	2758637	100	INV	07/20/2012	84.08	ACCT NO. 114862
88172	1405	THE SUN	072012155159	100	INV	07/20/2012	100.00	GOLF DIRECTORY 6/12-7/
88208	2121	FIRST STATE BANK OF ARCADIA	JUNE 2012	100	INV	07/20/2012	1,465.16	ADMINISTATOR & V. HAAS
88209	2386	EXCELL DIAMOND BLADE	35390	100	INV	07/20/2012	565.25	TIGER TOOTH DIAMOND BL
88210	2099	FLORIDA UC FUND	2ND QTR 2012	100	INV	07/20/2012	1,375.00	UT ACCT #9975122
88211	60090	FLORIDA POWER & LIGHT	JUN/JUL '12 SHFFLBRD	100	INV	07/20/2012	7.42	86589-32937: 12 S BREV
88212	60090	FLORIDA POWER & LIGHT	JUN/JUL '12 PARK PMP	100	INV	07/20/2012	11.58	86639-39968: 16 S VOLU
88213	80125	LOU'S HYDRAULIC SALES & SER	5132A	100	INV	07/20/2012	35.91	FITTING
88214	140030	NEWTON MACHINE & SUPPLY, IN	128105	100	INV	07/20/2012	17.00	R-12 FIT BRG
88215	1666	STAPLES BUSINESS ADVANTAGE	8022389609	100	INV	07/20/2012	134.79	SUMMARY INVOICE 802238
88220	10030	W & S ENTERPRISE ACCOUNT	74456	100	INV	07/20/2012	194.18	ACCT NO. 1010000100
88221	1017	FLORIDA DEPARTMENT OF REVEN	JUNE 2012	100	INV	07/19/2012	396.07	24-8012488558-7
88225	176	PREFERRED GOVERNMENT INSURA	LEBI193101	100	INV	07/19/2012	2,500.00	LE DEDUCTIBLE \$2500.00
88226	1484	ADVANCE COMMERCIAL CHARGE A	912721942 4217	100	CRM	07/19/2012	-81.90	IDLE AIR CONTROL VALVE
88227	196	BUFFALO GRAFFIX	411924	100	INV	07/19/2012	198.00	EMBROIDERY - POLOS & J
88228	1451	DESOTO AUTO MALL	59013	100	INV	07/19/2012	448.32	VEHICLE REPAIR
88229	1535	NAPA AUTO PARTS	190077	100	INV	07/19/2012	7.85	HALOGEN CAPSULE
88230	1535	NAPA AUTO PARTS	190566	100	INV	07/19/2012	6.69	AIR FILTER PRE-FILTER
88231	2587	PITNEY BOWES GLOBAL FINANCI	8364259-JY12	100	INV	07/19/2012	60.94	LEASE ACCT NO. 8364259
88232	190070	SHORT ENVIRONMENTAL	12-1849	100	INV	07/19/2012	315.00	7/5-10/12 SAMPLES
88233	230045	WESTERN AUTO ASSOC STORE	10063759	100	INV	07/19/2012	14.50	UPS
88239	1963	BV OIL COMPANY, INC	JUNE 2012	100	INV	07/19/2012	14,133.20	JUNE 2012 - FUEL & OIL



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

PG 14
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WARRANT: 20120704 07/19/2012

DUE DATE: 07/19/2012

VOUCHER	VENDOR	VENDOR NAME	INVOICE	PO	TYPE DUE DATE	AMOUNT	COMMENT
88241	2128	ODYSSEY MANUFACTURING CO.	167174	100	INV 07/19/2012	450.00	HYPOCHLORITE SOLUTIONS
88242	200075	TOTAL PEST CONTROL OF	839938	100	INV 07/19/2012	45.00	PEST CONTROL
WARRANT TOTAL						42,978.59	

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

PG 4
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WARRANT: 20120706 07/20/2012

DUE DATE: 07/20/2012

VOUCHER	VENDOR	VENDOR NAME	INVOICE	PO	TYPE	DUE DATE	AMOUNT	COMMENT
88216	1484	ADVANCE COMMERCIAL CHARGE A	912721987 5005	100	INV	07/19/2012	44.99	PAIL PUMP
88217	80075	HOME OWNERS SUPPLY	223629	100	INV	07/19/2012	55.97	BULB-FLUR/BALLAST
88218	2662	THOMPSON TRACTOR CO	97784	100	INV	07/19/2012	504.64	HYD PUMP/GASKET
88234	1484	ADVANCE COMMERCIAL CHARGE A	912721987 5016	100	INV	07/19/2012	40.48	HYDRAULIC OIL
88235	1484	ADVANCE COMMERCIAL CHARGE A	912721987 5018	100	INV	07/19/2012	40.48	HYDRAULIC OIL
88236	80125	LOU'S HYDRAULIC SALES & SER	5160A	100	INV	07/19/2012	44.66	WIPER/USEAL/ORING/BACK
88237	1535	NAPA AUTO PARTS	190542	100	INV	07/19/2012	121.96	HYDRAULIC FILTER
88238	1535	NAPA AUTO PARTS	190570	100	CRM	07/19/2012	-49.99	HYD FL
88240	1963	BV OIL COMPANY, INC	JUNE 2012_AIRPORT	100	INV	07/19/2012	95.10	JUNE 2012 - FUEL & OIL
WARRANT TOTAL							898.29	

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

PG 9
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WARRANT: 20120707 07/25/2012

DUE DATE: 07/25/2012

VOUCHER	VENDOR	VENDOR NAME	INVOICE	PO	TYPE	DUE DATE	AMOUNT	COMMENT
88245	2720	VIRGINIA HAAS	REIMB_07212012	100	INV	07/25/2012	27.87	VISIONING SESSION SNAC
88246	1893	ARCADIA DO-IT-BEST HARDWARE	B106820	100	INV	07/25/2012	36.99	ORANGE EXT CORD
88247	1963	BV OIL COMPANY, INC	03-537286	100	INV	07/25/2012	522.53	AMALIE XLO
88248	1451	DESOTO AUTO MALL	14268	100	INV	07/25/2012	35.36	BAD HOUSING
88249	60090	FLORIDA POWER & LIGHT	JUN/JUL '12 ENT LTS	100	INV	07/25/2012	9.56	45462-36987: 705 S BRE
88250	60090	FLORIDA POWER & LIGHT	JUN/JUL '12 BALDWIN	100	INV	07/25/2012	544.99	25256-87261: 30 S BALD
88251	60090	FLORIDA POWER & LIGHT	JUN/JUL '12 CITY HAL	100	INV	07/25/2012	816.40	26417-31993: 123 W HIC
88252	60090	FLORIDA POWER & LIGHT	JUN/JUL '12 OAK SCLX	100	INV	07/25/2012	7.42	24800-91236: 324 W OAK
88253	60090	FLORIDA POWER & LIGHT	JUN/JUL '12 SEWAGE	100	INV	07/25/2012	9,411.17	24483-39941: 223 S PAR
88254	60090	FLORIDA POWER & LIGHT	JUN/JUL '12 TRF LGTS	100	INV	07/25/2012	166.16	75897-38967: TRAFFIC L
88255	60090	FLORIDA POWER & LIGHT	JUN/JUL '12 OAK SCL	100	INV	07/25/2012	7.42	54755-19517: 415 W OAK
88256	60090	FLORIDA POWER & LIGHT	JUN/JUL '12 GOLDEN	100	INV	07/25/2012	99.88	15106-36952: 1180 SW G
88257	60090	FLORIDA POWER & LIGHT	JUN/JUL '12 HIBISCUS	100	INV	07/25/2012	51.82	35352-38921: 200 HIBIS
88258	423	LOUIS' PRYOR SUPPLY, INC	520738	100	INV	07/25/2012	102.64	FUSE
88259	1535	NAPA AUTO PARTS	190602	100	INV	07/25/2012	11.12	AIR FILTER
88260	1535	NAPA AUTO PARTS	190545	100	INV	07/25/2012	182.39	RADIATOR FAN ASSY
88261	1535	NAPA AUTO PARTS	190551	100	CRM	07/25/2012	-182.39	WARRANTY
88262	940	NEXTEL COMMUNICATIONS	782695414-124	100	INV	07/25/2012	731.83	ACCT NO. 782695414
88263	2128	ODYSSEY MANUFACTURING CO.	167173	100	INV	07/25/2012	903.00	HYPOCHLORITE SOLUTIONS
88264	2219	UNITED AMERICAN INSURANCE C	JULY 2012	100	INV	07/25/2012	439.00	POL #8004420
88265	2523	PNC EQUIPMENT FINANCE, LLC	4094522	100	INV	07/25/2012	123.74	LEASE NO. 139552000
88266	1310	GE CAPITAL	77203705	100	INV	07/25/2012	2,668.29	BILLING ID NO. 9013604
88267	2052	HD SUPPLY WATERWORKS, LTD	5073854	100	INV	07/25/2012	4,857.74	HYD ADAPTER/HOSE
88268	2052	HD SUPPLY WATERWORKS, LTD	5047851	100	INV	07/25/2012	4,885.48	HOSE/BOLTS & NUTS/HYD
88269	222	JEAN-PIERRE LACROIX	WEB000069	100	INV	07/25/2012	890.00	SERVICE TO LINCOLN PAR



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

PG 10
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WARRANT: 20120707 07/25/2012

DUE DATE: 07/25/2012

VOUCHER	VENDOR	VENDOR NAME	INVOICE	PO	TYPE	DUE DATE	AMOUNT	COMMENT
88270	2721	AMERICAN FIBER TECHNOLOGIES	6859	100	INV	07/25/2012	1,500.00	STOP SIGNS
88271	1679	ARCADIA PRINTING,LLC	10710	100	INV	07/25/2012	195.00	DOOR HANGER
88272	106	BOWLING GREEN SMALL ENGINE	19332	100	INV	07/25/2012	295.00	KIT BOX GEAR FINE
88273	1963	BV OIL COMPANY,INC	03-537287	100	INV	07/25/2012	62.10	SHELL ROTELLA 50/50
88274	50035	ENFORCEMENT ELECTRONICS	44274	100	INV	07/25/2012	57.22	RECERTIFY RADAR
88275	2464	EXPRESS MOWER LLC	0077190-1	100	INV	07/25/2012	20.95	BLADES
88276	2477	STATE OF FLORIDA	22-4595	100	INV	07/25/2012	10.02	SUNCOM NETWORK FOR JUN
88277	60090	FLORIDA POWER & LIGHT	JUN/JUL '12 LK CATH	100	INV	07/25/2012	7.42	25213-93492: 1 W OAK S
88278	60090	FLORIDA POWER & LIGHT	JUN/JUL '12 LAKE LGT	100	INV	07/25/2012	116.39	82700-62345: 1051 W MA
88279	60090	FLORIDA POWER & LIGHT	JUN/JUL '12 ORANGE	100	INV	07/25/2012	247.28	38815-93564: 1 ORANGE
88280	60090	FLORIDA POWER & LIGHT	JUN/JUL '12 STREET L	100	INV	07/25/2012	6,807.49	75847-31934: STREET LI
88281	60090	FLORIDA POWER & LIGHT	JUN/JUL '12 HICKORY	100	INV	07/25/2012	22.27	11635-82172: 34 W HICK
88282	80075	HOME OWNERS SUPPLY	224451	100	INV	07/25/2012	29.88	SCREW EYE/HOOK/LINK &
88283	2473	KED GROUP, INC	2552	100	INV	07/25/2012	15,755.00	K-1000
88286	172	MCGEE TIRE STORES	R-026057	100	INV	07/25/2012	760.00	TIRES
88287	1535	NAPA AUTO PARTS	190688	100	INV	07/25/2012	2.98	HOSE CLAMP
88288	1535	NAPA AUTO PARTS	190714	100	INV	07/25/2012	14.39	AIR FILTER
88289	1535	NAPA AUTO PARTS	190949	100	INV	07/25/2012	42.90	REMAN ALTERNATOR
88290	1287	SIGNS DOWNTOWN	7898	100	INV	07/25/2012	20.00	SIGN
88291	105	SPRINT	07162012_POLICE	100	INV	07/25/2012	6.93	CUST NO. 440301620
88292	230045	WESTERN AUTO ASSOC STORE	10063781	100	INV	07/25/2012	20.99	HP INK
88293	80125	LOU'S HYDRAULIC SALES & SER	5171A	100	INV	07/25/2012	71.98	PISTON SEAL/WIPER/O-RI
88294	80125	LOU'S HYDRAULIC SALES & SER	5129A	100	INV	07/25/2012	37.73	PIPE SWIVELS/PIPE/HYDR
WARRANT TOTAL							53,454.33	

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

PG 4
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WARRANT: 20120710 07/27/2012

DUE DATE: 07/27/2012

VOUCHER	VENDOR	VENDOR NAME	INVOICE	PO	TYPE DUE DATE	AMOUNT	COMMENT
88305	2674	CARDINAL CONTRACTORS INC	31106-05	100	INV 07/27/2012	403,651.98	WTP IMPROVE & WATER SU
WARRANT TOTAL						403,651.98	

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

PG 4
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WARRANT: 20120712 07/31/2012

DUE DATE: 07/31/2012

VOUCHER	VENDOR	VENDOR NAME	INVOICE	PO	TYPE	DUE DATE	AMOUNT	COMMENT
88346	10100	CITY OF ARCADIA	JULY 2012		INV	07/31/2012	6,830.93	JULY 2012 - RETIREE HE
88347	2727	COMPUTER MERCHANDISE CORPOR	89262	100	INV	07/31/2012	937.66	COVER FOR AUDIT BOOKD/
88348	1797	SALEM TRUST COMPANY	7/12 & 7/26	100	INV	07/31/2012	10,150.07	CITY CONTRIBUTIONS FOR
WARRANT TOTAL							17,918.66	

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

PG 5
apwarrnt

WARRANT: 20120801 08/01/2012

DUE DATE: 08/01/2012

VOUCHER	VENDOR	VENDOR NAME	INVOICE	PO	TYPE	DUE DATE	AMOUNT	COMMENT
88369	2580	J J TAYLOR COMPANIES INC	9258654	100	INV	08/01/2012	120.00	BEVERAGES FOR PRO SHOP
88370	2554	ADT SECURITY SYSTEMS INC	75363891	100	INV	08/01/2012	29.15	ACCT NO. 01300 1313146
88371	2511	BLUECROSS & BLUESHIELD OF F	92665253	100	INV	08/01/2012	440.40	CONTRACT NO. H22521438
88372	2511	BLUECROSS & BLUESHIELD OF F	92665320	100	INV	08/01/2012	440.40	CONTRACT NO. H92405142
88373	2511	BLUECROSS & BLUESHIELD OF F	92665332	100	INV	08/01/2012	612.40	CONTRACT NO. H75497762
88374	2511	BLUECROSS & BLUESHIELD OF F	92665413	100	INV	08/01/2012	455.80	CONTRACT NO. H26916292
88375	2102	BLUE CROSS BLUESHIELD OF FL	22619729	100	INV	08/01/2012	40.00	H52918390: D. EDWARDS,
88376	2102	BLUE CROSS BLUESHIELD OF FL	22619559	100	INV	08/01/2012	40.00	H53962976: M. WAY
88377	2102	BLUE CROSS BLUESHIELD OF FL	22617044	100	INV	08/01/2012	40.00	H44805259: B. NICHOLSO
88378	2102	BLUE CROSS BLUESHIELD OF FL	22616326	100	INV	08/01/2012	40.00	H41887225: C. LONG
88379	2455	CENTURYLINK	AUG '12_312243494	100	INV	08/01/2012	260.00	ACCT NO. 312243494
88380	2455	CENTURYLINK	AUG '12_312119325	100	INV	08/01/2012	165.80	ACCT NO. 312119325
88381	2455	CENTURYLINK	AUG '12_311530374	100	INV	08/01/2012	408.90	ACCT NO. 311530374
88382	2455	CENTURYLINK	AUG '12_312284684	100	INV	08/01/2012	260.00	ACCT NO. 312284684
88383	2455	CENTURYLINK	AUG '12_312327915	100	INV	08/01/2012	85.90	ACCT NO. 312327915
88384	909155	ROOSEVELT JOHNSON	AUGUST 2012	100	INV	08/01/2012	250.00	RETIREMENT - AUGUST 20
88385	40060	DESOTO CNTY BOARD OF	AUGUST 2012	100	INV	08/01/2012	37,333.56	FIRE DEPARTMENT - AUGU
88386	1629	EUGENE HICKSON	AUGUST 2012	100	INV	08/01/2012	150.00	RETIREMENT - AUGUST 20
88387	10025	CID UNIT OF	AUGUST 2012	100	INV	08/01/2012	600.00	BUDGETED ALLOWANCE - A
88388	286	CITY OF ARCADIA	AUGUST 2012	100	INV	08/01/2012	200.00	BUDGETED ALLOWANCE - A
WARRANT TOTAL							41,972.31	

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

PG 11
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WARRANT: 20120709 08/02/2012

DUE DATE: 08/02/2012

VOUCHER	VENDOR	VENDOR NAME	INVOICE	PO	TYPE	DUE DATE	AMOUNT	COMMENT
88298	1893	ARCADIA DO-IT-BEST HARDWARE	A311555	100	INV	08/03/2012	60.86	CEMENT/TROWEL/TARP
88299	10030	W & S ENTERPRISE ACCOUNT	75327	100	INV	08/03/2012	59.14	ACCT NO. 2090697500
88300	10030	W & S ENTERPRISE ACCOUNT	76088	100	INV	08/03/2012	50.70	ACCT NO. 3150252900
88302	60090	FLORIDA POWER & LIGHT	JUN/JUL '12 WAY BLDG	100	INV	08/03/2012	1,013.17	16067-36906: 23 N POLK
88303	60090	FLORIDA POWER & LIGHT	JUN/JUL '12 GARAGE	100	INV	08/03/2012	401.46	24443-30944: 200 S PAR
88304	1700	FLORIDA POWER & LIGHT COMPA	JUN/JUL '12 MHP SUMM	100	INV	08/03/2012	111.84	SUMMARY BILL MASTER #2
88312	226	GUARDIAN EQUIPMENT, INC.	12840	100	INV	08/03/2012	3,712.92	PARTS FOR DE-CHLOR FAC
88313	2096	HAZEN & SAWYER, PC	NO. 19 SA #11	100	INV	08/03/2012	46,682.44	SA #11 PAYMENT NO. 19
88314	2096	HAZEN & SAWYER, PC	NO. 4 SA #14	100	INV	08/03/2012	910.45	SA #14 PAYMENT 4
88315	1515	HELENA CHEMICAL CO.	23741009	100	INV	08/03/2012	2,000.00	ECHELON 4SC
88316	1515	HELENA CHEMICAL CO.	23741006	100	INV	08/03/2012	506.48	FERTILIZER
88317	1515	HELENA CHEMICAL CO.	23741017	100	INV	08/03/2012	619.03	FERTILIZER
88318	80075	HOME OWNERS SUPPLY	224754	100	INV	08/03/2012	78.41	MASK/BULB/WD40/SRAY/LU
88319	224	KINARD'S TREE SERVICE	720	100	INV	08/03/2012	1,900.00	REMOVED 3 TREES AND ST
88320	172	MCGEE TIRE STORES	L-152900	100	INV	08/03/2012	325.00	TIRES
88321	1535	NAPA AUTO PARTS	190966	100	CRM	08/03/2012	-42.90	REMAN ALTERNATOR RETUR
88322	1535	NAPA AUTO PARTS	190967	100	INV	08/03/2012	40.09	REMAN ALTERNATOR
88323	1535	NAPA AUTO PARTS	190872	100	INV	08/03/2012	109.98	BATTERY
88324	1535	NAPA AUTO PARTS	191027	100	INV	08/03/2012	7.81	12 OZ REGRIDGERANT
88325	140030	NEWTON MACHINE & SUPPLY, IN	128118	100	INV	08/03/2012	64.00	SERVICES
88326	2128	ODYSSEY MANUFACTURING CO.	167530	100	INV	08/03/2012	304.50	HYPOCHLORITE SOLUTIONS
88327	2128	ODYSSEY MANUFACTURING CO.	167529	100	INV	08/03/2012	853.50	HYPOCHLORITE SOLUTIONS
88328	2110	POLYDYNE INC.	741595	100	INV	08/03/2012	440.00	CARIFLOC
88329	439	SECURITY ALARM CORPORATION	108652	100	INV	08/03/2012	185.00	FIRE ALARM INSPECTION
88330	105	SPRINT	07162012_PROSHOP	100	INV	08/03/2012	2.47	CUST NO. 444685340



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

PG 12
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WARRANT: 20120709 08/02/2012

DUE DATE: 08/02/2012

VOUCHER	VENDOR	VENDOR NAME	INVOICE	PO	TYPE	DUE DATE	AMOUNT	COMMENT
88331	544	STAPLES BUSINESS ADVANTAGE	8022445106	100	INV	08/03/2012	198.72	SUMMARY INVOICE 802244
88332	230015	WALMART COMMUNITY BRC	JUN/JUL '12	100	INV	08/03/2012	301.66	ACCT NO. 6032 2020 005
88333	2150	WASTEQUIP INDUSTRIAL	5112386	100	INV	08/03/2012	7,711.00	DUMPSTERS
88334	222	JEAN-PIERRE LACROIX	WEB000073	100	INV	08/03/2012	130.00	SERVICE CALL
88335	130065	MEYER RADIATOR SERVICE	101009	100	INV	08/03/2012	1,400.00	ROLLER ASSEMBLIES MACH
88336	1562	TRACTOR SUPPLY CREDIT PLAN	JUN/JUL '12	100	INV	08/03/2012	1,064.96	ACCT NO. 6035 3012 026
88338	1679	ARCADIA PRINTING,LLC	8062_08252010	100	INV	08/03/2012	17.25	STAMP
88339	10030	W & S ENTERPRISE ACCOUNT	75344	100	INV	08/03/2012	25.20	ACCT NO. 2090708000
88340	10030	W & S ENTERPRISE ACCOUNT	75703	100	INV	08/03/2012	25.20	ACCT NO. 2110915600
88341	10030	W & S ENTERPRISE ACCOUNT	75345	100	INV	08/03/2012	29.38	ACCT NO. 2090708200
88342	40050	DESOTO AUTOMOTIVE INC	324596B	100	INV	08/03/2012	42.82	FUEL/OIL FILTER/BLADE
88343	60020	FENDER AUTO PARTS	9594	100	INV	08/03/2012	70.00	OIL BATH SEAL
88344	2657	ELLISON SYSTEMS INC	1333980783	100	INV	08/03/2012	73.28	GERMICIDAL BLEACH
88345	2657	ELLISON SYSTEMS INC	1334235415	100	INV	08/03/2012	161.92	PAPER TOWELS
88349	1866	BRENNTAG MID-SOUTH, INC.	BMS259974	100	INV	08/03/2012	1,160.00	SULFUR DIOXIDE
88350	40050	DESOTO AUTOMOTIVE INC	324852B	100	INV	08/03/2012	4.15	FASTENERS
88351	60090	FLORIDA POWER & LIGHT	JUN/JUL '12 645WTP	100	INV	08/03/2012	2,110.77	14777-39948: 645 TURNE
88352	60090	FLORIDA POWER & LIGHT	JUN/JUL '12 MAPLE WE	100	INV	08/03/2012	667.62	24677-32950: 1502 E MA
88353	60090	FLORIDA POWER & LIGHT	JUN/JUL '12 CYP WLL2	100	INV	08/03/2012	311.93	24837-30970: 1301 E CY
88354	60090	FLORIDA POWER & LIGHT	JUN/JUL '12 10TH ELE	100	INV	08/03/2012	7.42	34007-36975: 709 N 10T
88355	60090	FLORIDA POWER & LIGHT	JUN/JUL '12 WTR SYST	100	INV	08/03/2012	185.14	14787-37974: 645 TURNE
88356	60090	FLORIDA POWER & LIGHT	JUN/JUL '12 HODGES	100	INV	08/03/2012	96.83	84094-35982: 775 HODGE
88357	60090	FLORIDA POWER & LIGHT	JUN/JUL '12 LINCOLN	100	INV	08/03/2012	33.80	33450-32977: 120 LINCO
88358	60090	FLORIDA POWER & LIGHT	JUN/JUL '12 HOLTON	100	INV	08/03/2012	70.47	24705-32926: 819 N MIL
88359	60090	FLORIDA POWER & LIGHT	JUN/JUL '12 BRIDLE P	100	INV	08/03/2012	75.05	14005-32931: 208 BRIDL



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

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WARRANT: 20120709 08/02/2012

DUE DATE: 08/02/2012

VOUCHER	VENDOR	VENDOR NAME	INVOICE	PO	TYPE	DUE DATE	AMOUNT	COMMENT
88360	60090	FLORIDA POWER & LIGHT	JUN/JUL '12 MILLS	100	INV	08/03/2012	440.81	44487-35995: 344 N MIL
88361	60090	FLORIDA POWER & LIGHT	JUN/JUL '12 WWTP DSC	100	INV	08/03/2012	99.82	74824-34912: 300 OAK R
88362	60090	FLORIDA POWER & LIGHT	JUN/JUL '12 OAK RIDG	100	INV	08/03/2012	1,673.46	44439-25062: 300 OAK R
88363	60090	FLORIDA POWER & LIGHT	JUN/JUL '12 WWTP PMP	100	INV	08/03/2012	74.83	74834-32949: 300 OAK R
88364	130020	MAASSEN OIL CO., INC.	174209	100	INV	08/03/2012	199.60	CORENA
88365	130065	MEYER RADIATOR SERVICE	101008	100	INV	08/03/2012	100.00	ALUMINUM ROD & PLATE O
88366	1535	NAPA AUTO PARTS	191225	100	INV	08/03/2012	24.99	R134A SUBZ SYNTHETIC
88367	140030	NEWTON MACHINE & SUPPLY, IN	128138	100	INV	08/03/2012	60.00	PLATE
88368	2728	TAMPA CRANE & BODY INC	Q22328	100	INV	08/03/2012	8,490.00	CRANE PO #24038
88404	190207	SUNCOAST FORMS & SYS INC	331575	100	INV	08/03/2012	585.15	UTILITY BILLS
88405	10030	W & S ENTERPRISE ACCOUNT	77550	100	INV	08/03/2012	25.50	ACCT NO. 4250123400
88406	190070	SHORT ENVIRONMENTAL	12-1907	100	INV	08/03/2012	20.00	FLUORIDE
88407	10175	ARCADIA ELECTRIC CO	16651	100	INV	08/03/2012	94.16	FUSE CARTRIDGE 30 AMP
88408	10030	W & S ENTERPRISE ACCOUNT	76555	100	INV	08/03/2012	84.69	ACCT NO. 3190623300
88409	10030	W & S ENTERPRISE ACCOUNT	76556	100	INV	08/03/2012	25.20	ACCT NO. 3190623500
88410	60090	FLORIDA POWER & LIGHT	JUN/JUL '12 POLICE	100	INV	08/03/2012	391.70	78275-70040: 725 N BRE
88411	60090	FLORIDA POWER & LIGHT	JUN/JUL '12 DRIVERS	100	INV	08/03/2012	314.80	80428-96368: 721 N BRE
88412	60090	FLORIDA POWER & LIGHT	JUN/JUL '12 BREVARD	100	INV	08/03/2012	133.06	89300-24164: 721 N BRE
88416	1679	ARCADIA PRINTING, LLC	10811	100	INV	08/03/2012	58.00	BIZ CARDS FOR AJ BERND
88417	10030	W & S ENTERPRISE ACCOUNT	76886	100	INV	08/03/2012	66.70	ACCT NO. 4210722100
88418	10030	W & S ENTERPRISE ACCOUNT	76888	100	INV	08/03/2012	50.70	ACCT NO. 4210722700
88419	10030	W & S ENTERPRISE ACCOUNT	77551	100	INV	08/03/2012	4,358.10	ACCT NO. 4250123800
88420	60015	FEDERAL EXPRESS CORP	7-953-96819	100	INV	08/03/2012	22.12	ACCT NO. 1175-2414-0
88421	60090	FLORIDA POWER & LIGHT	JUN/JUL '12 10THFIRE	100	INV	08/03/2012	27.70	18555-71194: 403 N 10T
88422	1105	ROBIN GREIWE MIDULLA, P.A.	10599	100	INV	08/03/2012	326.25	PROFESSIONAL SERVICES



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

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WARRANT: 20120709 08/02/2012

DUE DATE: 08/02/2012

VOUCHER	VENDOR	VENDOR NAME	INVOICE	PO	TYPE	DUE DATE	AMOUNT	COMMENT
88423	190070	SHORT ENVIRONMENTAL	12-1887	100	INV	08/03/2012	112.00	7/5/12 SAMPLE
88424	190070	SHORT ENVIRONMENTAL	12-1960	100	INV	08/03/2012	1,340.00	7/2/12 SAMPLE
88426	172	MCGEE TIRE STORES	L-153176	100	INV	08/03/2012	318.08	TIRES
88434	1666	STAPLES BUSINESS ADVANTAGE	8022509907	100	INV	08/03/2012	70.93	SUMMARY INVOICE 802250
WARRANT TOTAL							95,959.27	

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



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

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WARRANT: 20120708 08/02/2012

DUE DATE: 08/02/2012

VOUCHER	VENDOR	VENDOR NAME	INVOICE	PO	TYPE	DUE DATE	AMOUNT	COMMENT
88295	1535	NAPA AUTO PARTS	190667	100	INV	08/03/2012	17.69	HI POWER IND V-BELT
88296	2353	RED E SERVICES INC	3146	100	INV	08/03/2012	420.00	SERVICE TO TRACTOR
88337	1562	TRACTOR SUPPLY CREDIT PLAN	JUN/JUL '12_AIRPORT	100	INV	08/03/2012	24.99	ACCT NO. 6035 3012 026
88435	10030	W & S ENTERPRISE ACCOUNT	77450	100	INV	08/03/2012	37.80	ACCT NO. 4230114700
88436	40050	DESOTO AUTOMOTIVE INC	324743B	100	INV	08/03/2012	28.12	RAM STOP
WARRANT TOTAL							528.60	

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



ITEM # 6

MEMORANDUM

TO: Arcadia City Council

FROM: Judi Jankosky, City Administrator 

DATE: August 1, 2012

SUBJECT: Award RFP Program Administration Services FFY 12/13 CDBG & Related Programs

The RFP for Program Administration Services FFY 12/13 CDBG & Related Programs closed on July 2, 2012 with five (5) firms responding. A copy of the submittals can be reviewed in the Administration Office. The review committee:

Judi Jankosky, City Administrator
Virginia Haas, City Recorder
Fred Lewis, Utilities Supervisor
Steve Underwood, Wastewater Plant Supervisor
A.J. Berndt, Water Plant Supervisor

reviewed and scored the submittals. The committee met on July 25 to tally their scores and discuss the submittals. Below are the staff scores for each firm after reviewing the submittal:

Guardian	485
Jordan & Assoc	444
Roumolis Planning	428
GFS	288
NOVA Eng	265

Staff recommends Council award the Program Administration Services for FY 12/13 CDBG & Related Programs to Guardian.



MEMORANDUM

TO: Arcadia City Council

FROM: Judi Jankosky, City Administrator 

DATE: July 20, 2012

SUBJECT: Law Enforcement Services

COMMENTS: Desoto County Sheriff Wise, Desoto County Lt. Williams, County Administrator Guy Maxcy, Marshal Lee and I met to discuss the possibility of the county taking over law enforcement services for the City of Arcadia and what type of financial support the county would need to maintain the same level of service city residents currently receive from our police department.

Sheriff Wise reported that he had run some preliminary numbers and felt economically it would be a wash at the minimum. His numbers indicated staffing alone would run about \$1 million as they pay more in salary than the city and that does not include equipment such as cars and all the required equipment for the cars, safety gear and equipment, and training. Sheriff asked that I also note – the Sheriff's Office does not provide code enforcement.

Also discussed were the statutory requirements of the county to provide law enforcement services. The Sheriff noted that without additional financial support from the city calls for assistance would have to be triaged based upon priority which would cause a decrease in the level of service as he has limited resources himself.

In Sheriff Wise's professional opinion, at this time the County should not take over law enforcement services for the City of Arcadia.

Sheriff Wise stated they will absolutely continue to provide backup and any support they can to the Arcadia Police Department.



MEMORANDUM

TO: Arcadia City Council

FROM: Judi Jankosky, City Administrator 

DATE: July 20, 2012

SUBJECT: Arcadia Municipal Mobile Home Park RV Rental Rates

DISCUSSION: As promised, staff has reviewed the RV rate increase at the mobile home park. The park did not see a decrease in number of RV's this past winter but we did see them go home early as winter up north was warmer than usual. Staff found that the increase from \$300 to \$400 was adequate to cover expenses and provide revenue for capital improvements as the MHP revenue is estimated to be \$240,000 this fiscal year while the expenses are estimated to be about \$185,000. Although staff would prefer to invest that \$55,000 back into the MHP, they understand the financial position of the city and have requested only \$20,000 for capital improvements next fiscal year.

Since the increase was adequate to cover expenses, it is suggested that the city put forth a goodwill gesture and create a tiered RV rate schedule such as:

Months 1 & 2 \$400 per month
Months 3 & 4 \$375 per month
Months 5 & 6+ \$350 per month

If winter is a typical "cold" winter we should see no change in the revenue as the RV'ers would stay a couple months or so longer that they did this year which would offset the decrease as they stay longer. It is always a gamble trying to predict the weather so we can only go on typical, normal, average... but even if the revenue decreases a little, the MHP still pays for itself and fees can be adjusted again next year.



MEMORANDUM

TO: Arcadia City Council

FROM: Judi Jankosky, City Administrator 

DATE: July 20, 2012

SUBJECT: Property Insurance

DISCUSSION: Attached you will find a schedule of all the structures owned by the City of Arcadia. The highlighted structures are currently insured under the replacement cost/appraised value. To the far right is the additional premium required to bring the underinsured building up to replacement cost/appraised value. It is suggested that each structure be considered individually with the consideration if an event were to cause destruction of it, would it be rebuilt. If so, the structure should be covered at or near replacement cost/appraised value so that it may. If not, the city may keep it insured as presented saving money, receive the insurance proceeds and not replace the structures.

The renewal is October 1 so there is time and this should be given much consideration and decisions are not needed this evening but will be in the next meeting or two.

Also consider that if a historic building is destroyed by fire, hurricane...the historic building is gone. No amount of money can replace history so the replacement of a historic structure or any structure should be given careful consideration to the amount of use the building currently entertains, the convenience of its location, and the cost of maintenance and operation. Consider if several neighborhood recreation type facilities were to be destroyed one bigger and better facility may work better than several smaller ones. Or if one large one were to be destroyed perhaps several smaller ones would be better. There are no right answers only carefully considered ones.

Unit Number	Description	Address 1	Square Ft	Building Value	2009 Appraised Value	Content Value	Additional Premium Based on current rates
001	City Hall/Fire Station	121 West Hickory Street	8,815.00	\$193,000.00	\$523,050.00	\$80,241.00	\$1,914.29
002	City Garage	210 South Parker Ave	6,243.00	\$76,320.00	\$627,420.00	\$17,358.00	\$2,755.50
003	Sewage Plant Office	223 South Parker	1,920.00	\$69,430.00	\$145,580.00	\$50,000.00	\$441.67
004	Clarifier	223 South Parker	8,912.00	\$270,000.00	\$1,064,000.00	\$0.00	\$3,255.00
005	Digester Tank	223 South Parker	6,684.00	\$350,000.00	\$1,108,400.00	\$0.00	\$3,109.00
006	Chlorine Building	223 South Parker	562.00	\$80,023.00		\$0.00	
007	Electric Building	223 South Parker	493.00	\$200,000.00	\$108,960.00	\$0.00	-\$682.80
008	Sand Filters	223 South Parker	2,850.00	\$150,000.00	\$342,990.00	\$10,000.00	\$1,543.92
009	Digester Tank	223 South Parker	2,340.00	\$43,393.00	\$388,000.00	\$0.00	\$1,550.73
010	Hydropneumatic System	223 South Parker		\$8,679.00		\$0.00	
011	Effluent Pumps	223 South Parker		\$50,000.00		\$0.00	
012	Pumps/Valves	223 South Parker		\$100,000.00		\$0.00	
013	Emergency Generator	223 South Parker		\$122,523.00		\$0.00	
014	Sodium Bicarbonate Tank	223 South Parker		\$110,000.00		\$0.00	
015	Storage Building	223 South Parker	900.00	\$26,250.00		\$5,250.00	
016	Grit Chamber	223 South Parker	1,600.00	\$200,000.00		\$0.00	
017	Chlorine Contact Chamber	223 South Parker		\$75,000.00		\$0.00	
018	Chlorine Tank	223 South Parker		\$10,000.00		\$0.00	
019	Two Filters	223 South Parker		\$200,000.00	\$1,629,250.00	\$0.00	\$11,434.00
020	Mobile Home Park/Rec Hall	1 Maine Street		\$20,000.00		\$2,000.00	
021	Speer Recreation Center	185 Winifred Street	6,160.00	\$76,320.00	\$683,240.00	\$3,573.00	\$4,551.90
022	Concession Stand	185 Winifred Street	656.00	\$11,487.00		\$1,787.00	
023	Rest Rooms	185 Winifred Street		\$3,829.00		\$0.00	
024	Storage & Announce Booth	185 Winifred Street	500.00	\$5,000.00		\$0.00	
025	Cemetery Pump House	Oakridge Road	90.00	\$2,681.00		\$0.00	
026	Cemetery Utility Shed	Oakridge Road	1,830.00	\$895.00		\$0.00	
027	Caretakers Office	Oakridge Road	90.00	\$5,000.00		\$0.00	
028	Golf Pro Shop	1820 North US Highway 17	1,725.00	\$20,000.00		\$0.00	
029	Golf Mntn. Bldg. W/Irrigation	1820 North US Highway 17	530.00	\$5,000.00		\$10,000.00	
030	Rest Rooms	1820 North US Highway 17	196.00	\$12,128.00		\$0.00	
031	Lift Station (Royal Howard Subd.)	159 Bridal Path		\$16,535.00		\$0.00	
032	Lift Station (10th & Cypress)	320 10th Avenue		\$16,535.00		\$0.00	
033	Lift Station	104 W. Holstin Street		\$16,535.00		\$0.00	
034	Lift Station	673 Sunrise Avenue		\$16,535.00		\$0.00	

035	Lift Station	1312 East Cypress Street		\$16,535.00			\$0.00	
036	Lift Station (Ridgewood)	233 Providence Road		\$16,535.00			\$0.00	
037	Lift Station	344 N. Mills Avenue		\$72,876.00			\$0.00	
038	Lift Station (Golden Melody)	1213 Golden Drive		\$16,535.00			\$0.00	
039	Lift Station	1301A East Oak Street		\$16,535.00			\$0.00	
040	Lift Station (City Trailer Park)	111 Hibiscus		\$16,535.00			\$0.00	
041	Lift Station (Lincoln Park)	104 Lincoln Drive		\$16,535.00			\$0.00	
042	Water Tank	409 North 10th Avenue		\$104,910.00	\$698,010.00		\$0.00	\$2,431.71
043	Well #1	15th Avenue & Maple Street		\$5,000.00			\$0.00	
044	Well #3	Cypress Street & Turner Road		\$5,000.00			\$0.00	
045	Well #5	Ne Oak Street & 16th Avenue		\$5,000.00			\$0.00	
046	Treatment Tank/Lime Silo	645 North Turner Road	1,247.00	\$58,198.00	\$199,540.00		\$0.00	\$579.50
047	Filter Bldg./Control House	645 North Turner Road	4,826.00	\$210,842.00	\$768,200.00		\$0.00	\$4,180.19
048	Motors & Pumps	645 North Turner Road		\$44,100.00			\$0.00	
049	Filter Consoles	645 North Turner Road		\$1,405.00			\$0.00	
050	Electric Panels/Switch GR	645 North Turner Road		\$52,073.00			\$0.00	
051	Generator	645 North Turner Road		\$20,000.00			\$0.00	
052	Utility Shed	645 North Turner Road	1,440.00	\$15,316.00	\$9,180.00	\$17,741.00		-\$49.09
053	Water Sewer Office	645 North Turner Road	825.00	\$12,000.00	\$28,330.00	\$5,000.00		\$124.00
054	Police Compound	645 North Turner Road		\$0.00		\$10,000.00		\$0.00
055	Administrative Office	23 North Polk	8,975.00	\$95,466.00	\$1,062,190.00	\$32,168.00		\$5,607.00
056	Council Room	17 North Polk	3,000.00	\$79,008.00	\$342,670.00	\$0.00		\$1,977.47
057	Gymnasium	121 Harris Road	8,051.00	\$143,199.00	\$948,490.00	\$0.00		\$4,026.46
058	Meeting Hall & Shed	121 Harris Road	8,127.00	\$66,878.00	\$556,200.00	\$1,787.00		\$2,446.61
059	Locker Room	121 Harris Road	1,107.00	\$9,700.00		\$3,573.00		
060	Game Room	121 Harris Road	1,710.00	\$19,272.00		\$3,573.00		
061	Concession Stand/Restrooms	Hargrave Ball Field	494.00	\$10,000.00		\$1,787.00		
062	Maintenance Shop / Hanger	2269 SE A.C. Polk Drive	3,200.00	\$201,110.00		\$0.00		
063	Hanger	2269 SE A.C. Polk Drive	5,544.00	\$74,528.00	\$208,250.00	\$0.00		\$1,069.78
064	Terminal Bldg./Stge./Office	2269 SE A.C. Polk Drive	1,560.00	\$77,175.00		\$0.00		
065	Well #2	13th Avenue & Cypress Street		\$5,000.00		\$0.00		
066	Well #4	NE Oak Street & 14th Avenue		\$5,000.00		\$0.00		
067	Golf Course/Country Club	1769 NE Livingston	6,843.00	\$214,000.00	\$620,170.00	\$8,400.00		\$2,721.34
068	Cart Storage	1769 NE Livingston	480.00	\$8,400.00		\$0.00		
069	Reuse Water Tank	300 Oak Ridge Drive		\$250,000.00	\$589,890.00	\$0.00		\$1,359.56
070	Pumps/Valves/Controls	300 Oak Ridge Drive		\$100,000.00		\$0.00		

071	Reuse Water Mstr Control Cnt.	300 Oak Ridge Drive	735.00	\$33,000.00	\$118,370.00	\$250,000.00	\$631.74
072	Well Pump & Motor	1820 NE Highway 17		\$7,500.00		\$0.00	
073	Concession Stand/Restrooms	948 North Arcadia Avenue		\$12,000.00		\$2,000.00	
074	Elec. Valut/Announce Booth	948 North Arcadia Avenue		\$10,000.00		\$0.00	
075	Pavilion	948 North Arcadia Avenue		\$6,700.00		\$0.00	
076	Jim Space Playground	948 North Arcadia Avenue		\$35,000.00		\$0.00	
077	Hanger	2269 SE A.C. Polk Drive	11,750.00	\$150,000.00	\$407,760.00	\$0.00	\$1,855.87
078	Hanger	2269 SE A.C. Polk Drive	11,750.00	\$150,000.00	\$407,760.00	\$0.00	\$1,855.87
079	Rest Rooms	1820 North US Highway 17	196.00	\$12,128.00		\$0.00	
080	Storage Bldg. for Mowers	1820 North US Highway 17	800.00	\$4,400.00		\$0.00	
081	Chemical Storage Building	1820 North US Highway 17	192.00	\$3,600.00		\$0.00	
082	Shed for Ball Machine	1820 North US Highway 17	480.00	\$2,000.00		\$0.00	
083	Golf Course Water Cont. Center	1820 North US Highway 17		\$26,000.00		\$0.00	
084	8 - Water Control Boxes (\$3,000 Each)	1820 North US Highway 17		\$24,000.00		\$0.00	
085	Driving Range Netting & Poles	1820 North US Highway 17		\$75,000.00		\$0.00	
086	Girls Softball Concession Stand	948 North Arcadia Avenue	900.00	\$30,000.00		\$0.00	
087	Office & Maintenance Shop	1769 NE Livingston	2,000.00	\$55,000.00		\$0.00	
088	West Water Ground Storage	S. Baldwin Avenue		\$935,000.00		\$0.00	
089	Equipment Barn/Storage Shed	1769 NE Livingston		\$30,000.00		\$30,000.00	
090	FAA Building	2269 SE A.C. Polk Drive	5,300.00	\$213,000.00		\$0.00	
091	Arcadia Police Department	721 N. Brevard Avenue	3,652.00	\$0.00		\$55,000.00	
092	Arcadia PD - Recovered Prop Storage	721 N. Brevard Avenue	1,680.00	\$0.00		\$20,000.00	
93	McSwain Bldg			208,000			
					Total		\$60,691.21



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.

Harold McConnell - Myakkae Church of God _____
Signature of Applicant/Event Sponsor Date

Harold McConnell _____
PRINTED Name of Above

(863) 287-0670 _____
Contact Phone #

FAXED
TO MARSHAL
8/3/12



City of Arcadia
SPECIAL EVENT PERMIT APPLICATION

Date Submitted: 7/30/11
Event Name Jesus's Hand's Extended
Event Location TREE OF KNOWLEDGE
Date(s) of Event 2ND SAT EVERY Hours of Event 4-6 P.M.
month
Expected Attendance _____
Event Sponsor MYALKA CITY CHURCH Non-Profit? YES NO
Description of Event Feeding the homeless, giving out
Clothing, and some food, ministering the gospel

Contact Person Harold McConnell Telephone (863) 494-7944-558-1745
Fax # _____ Email _____

Insurance Carrier MULLING INSURANCE AGENCY INC
Insurance Agent DENNIS C. HOLLINGSWORTH Agent's Phone 863-967-4432
863-962-7592

- 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

4518 N.W. Hwy 72 Arcadia FLA
34266

If Yes, please specify locations: _____
Other Pertinent Information: _____

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

Received by: D. Horn Date: 7/30/11
City Marshal _____ Approved _____ Disapproved _____
City Administrator _____ Approved _____ Disapproved _____
City Council _____ Approved _____ Disapproved _____

INDEMNIFICATION & HOLD HARMLESS

I, Harold McConnell, as Representative of

(Printed Name)

(Title or Office Held)

Myakka City Church of God, 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 JESUS'S HANDS EXTENDED to
(Name of Event)

be held at Tree of Knowledge on 2nd Saturday of every month
(Location) (Date)

By: Harold McConnell
(Signature)

Printed Name: HAROLD McCONNELL

Entity Name: MYAKKA

Its: _____

Date: 7/30/12

STATE OF FLORIDA

COUNTY OF DeSoto

Sworn to and subscribed before me this 30th day of July, 2010, by HAROLD McCONNELL, as event Organizer of MYAKKA Church of God who is personally known to me or [] has produced _____ as identification.



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

Virginia S. Haas
NOTARY PUBLIC



ARCADIA PARKS AND RECREATION DEPARTMENT
EQUIPMENT CHECK-OUT/RENTAL APPLICATION

Name of Person/Organization Address

Responsible Person Phone Number

DATE EQUIPMENT REQUESTED QUANTITY CONDITION FEE

EQUIPMENT RATES: (specify number) Minimum Charge... \$15.00

Tables..... \$5.00 each

Chairs..... \$0.50 each

Handwritten signature

Date of Pick - Up: Rental Fee:

Date of Return:

A damage deposit of \$25.00 shall be charged for equipment rental. Damaged equipment shall be repaired or replaced with cost borne by renter.

Damage Deposit \$25.00 (cash or check)

If set-up is requested, there will be a \$20.00 charge.

Set-Up Fee

I agree to be responsible for repairs and/or replacement of damaged or lost equipment. Rental payment must be made in advance.

Signature of Applicant

Date

Issued By Parks and Recreation Director

Date

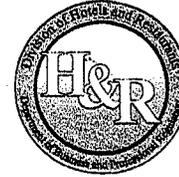
(DO NOT WRITE BELOW THIS LINE - OFFICE USE ONLY)

DATE OF RETURN

NOTE OF DAMAGE OR MISSING EQUIPMENT:



SAFESTAFF®



DBPR-CONTRACTED FOOD SAFETY PROVIDER

FLORIDA
RESTAURANT
& LODGING
ASSOCIATION

Teresa Stidham

FOODHANDLER NAME

7/17/73

DATE OF BIRTH

has successfully completed the SafeStaff®
Foodhandler Training Program

Arcadia Stockyard

RESTAURANT NAME

11/07/11

DATE OF TRAINING

Mary H. Hall

TRAINER

11/07/14

EXPIRES (ADD 3 YEARS TO DATE OF TRAINING)

SafeStaff® is a registered trademark.

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EXAM FORM NO. 4477

CERTIFICATE NO. 6632776

ServSafe® Certification

TO MARY H HALL

for successfully completing the standards set forth for the ServSafe® Food Protection Manager Certification Examination, which is accredited by the American National Standards Institute (ANSI)-Conference for Food Protection (CFP).

8/19/2009

DATE OF EXAMINATION

8/19/2014

DATE OF EXPIRATION

Local laws apply. Check with your local regulatory agency for recertification requirements



#0655

David Gilbert
Chief Operating Officer, National Restaurant Association
Executive Director, National Restaurant Association Solutions



Judi Jankosky
Airport Director
City of Arcadia

July 12, 2012

Dear Judi,

The Aviation Day Committee would like to hold a fly in / drive in event at the airport sometime between September and November of 2012.

The event would be a Spot Landing Contest designed to improve pilots landing skills. We will hold a safety briefing and follow all air safety regulations during the event.

The event will be held on a Saturday and be open to the public. The month and date will be decided after considering other area aviation events and our local airport projects.

Thank you,

Aviation Day Committee

Attached: Contest Rules

Arcadia Airport Spot Landing Contest
Saturday November --, 2012
Free lunch to all pilots

Rules

1. Competitors must attend 9:30 am safety briefing, register and sign waiver. Contest begins at 10:30 am.
2. Field will be marked with target for landing.
3. Pilots (if equipped) must monitor and announce on CTAF 123.0
4. Fly left hand pattern , 860 ft msl and announce on downwind leg "Arcadia traffic, N number, Spot landing, runway number, Arcadia"
5. Abeam the numbers announce "Arcadia traffic, N number, spot landing, runway number, Arcadia" Place throttle to idle and glide to touchdown point.
6. Penalty for adding throttle is no score. May quickly clear engine no more than 2 times.
7. Landing is marked where mains first hit and stay on ground. You may bounce as many times as you like but the last bounce marks landing point.
8. No score for landing short.
9. Judges will measure distance from target to final touch down point. Shortest distance wins.

10. First, second & third place winners will be presented with a certificate of “Landing Excellence”.
11. Our Esteemed Judges decisions will be final.
So don't even think about complaining about the Moose that suddenly appeared on short final.
12. You may take a few practice rounds. Include “Spot Landing” as in number 4 & 5 above when ready to be scored so Judges are aware of your attempt.

We will post photos of winners on our website after the contest. www.ArcadiaAirport.com Have questions?
Email: SpotLandingContest@gmail.com

Safety First! This contest is an educational event designed to improve pilots landing accuracy.

Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement

Read carefully – This affects your legal rights.

In exchange for my participation in the activity of Spot Landing at the Arcadia Municipal Airport, I agree for myself and any passengers that I may allow to ride with me the following.

1. I hereby agree to observe and obey all posted rules and warnings, and further agree to follow any oral instructions or directions given by the Safety Officer, or any representatives or agents of the City of Arcadia.
2. I hereby recognize that there are certain risks associated with flight and I assume full responsibility for and risk of bodily injury, personal injury, death and property damage to myself, my passengers, all spectators and any other persons which arises out of my participation in the Spot Landing Contest.
3. I hereby release, waive, discharge and covenant not to sue the City of Arcadia or its respective administrators, officers, insurers, insureds, volunteers, employees, agents and representatives from all liability, including but not limited to all claims of bodily injury, sickness, death, disease, personal injury, damage to property or loss of use of property arising out of my participation in the Spot Landing Contest.
4. I agree to indemnify and save and hold harmless the City of Arcadia and its respective administrators, officers, insurers, insureds, volunteers, employees, agents and representatives against all claims, causes of action, damages, judgments, costs or expenses, including attorney fees and other litigation costs, which may in any way arise from my participation in the Spot Landing Contest.
5. I agree to pay for any and all damages to the facilities of Arcadia Airport that may be caused by me while participating in the Spot Landing Contest.
6. I further agree to follow any and all aviation regulations.

**I HAVE READ THIS DOCUMENT AND UNDERSTAND IT. I
FURTHER UNDERSTAND THAT BY SIGNING THIS RELEASE, I
VOLUNTARILY SURRENDER CERTAIN LEGAL RIGHTS.**

Signature: _____

Date: _____

Printed Name: _____

Address: _____

N-number: _____



Robert Grinis
Toys for Tots Coordinator
1685 SE Tangelo Drive
Arcadia, FL 34266
(863) 558-2415

Dear Ms. Jankosky,

My name is Robert Grinis. I am the Coordinator for the new chapter of Toys for Tots of DeSoto County. I was formerly associated with the Toys for Children program that gave away gifts at Christmas time for the past two years. Since last year, we have now joined forces with the larger, international organization. This will allow us to have a higher visibility and a greater impact here in DeSoto County.

During the past two years, we gave away over 4900 toys to children in our community. Now that we have associated ourselves with Toys for Tots, we are looking forward to giving more unfortunate and underprivileged children a brighter holiday season. However, rest assured all toys collected and given away will only be given to children who reside in our county.

Last year, the administration office and city council allowed us the privilege of using the old police station as our staging and storage area. Once again, we would like to ask the city for permission to use the old police station for our collection area. We are anticipating a larger collection of toys, and the process begins earlier than ever! With your permission, our volunteers would begin using the property August 1st, 2012, through February 1, 2013. We would, of course, pay for the use of any utilities associated with this endeavor.

If the police station is not available, perhaps the old fire station on 10th Avenue would be available. We will be needing a storage area capable of storing upwards of 12,000 toys or more.

Your consideration in this matter would be greatly appreciated.

Respectfully,

Robert Grinis

CITY OF ARCADIA, FLORIDA
and
JUDI JANKOSKY

CITY ADMINISTRATOR EMPLOYMENT AGREEMENT

This Employment Agreement (“Agreement”) is signed and entered into this ____ day of August, 2012, by and between **CITY OF ARCADIA, FLORIDA**, a municipal corporation created and existing under the laws of the State of Florida, (the “City”), and **JUDI JANKOSKY**, (the “Administrator”).

WITNESSETH

WHEREAS, City Code § 2-91 et seq., as may hereafter be amended or renumbered, provides for appointment of a City Administrator by the City Council (the “Council”); and

WHEREAS, the Council hereby expresses its willingness and desire to employ Administrator to commence performance of the duties of City Administrator; and

WHEREAS, Administrator shall serve as City Administrator for City of Arcadia, Florida, commencing upon the effective date of this Agreement, receiving all of the benefits provided herein for so long as she remains City Administrator for City of Arcadia, Florida; and

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, the Parties hereto agree to the following terms and conditions:

SECTION I - DUTIES and POWERS

City shall employ Administrator to act as City Administrator for City of Arcadia, Florida, with the powers, duties, and responsibilities set forth and applicable by the laws of the State of Florida and the laws and policies of the City or Arcadia, Florida, including without implied limitation the powers enumerated in Section 2-91 et seq. of the City of Arcadia Code, as same may hereafter be amended or renumbered, and to perform such other legally permissible and proper duties and functions as the Council shall from time to time assign. Administrator acknowledges that upon the date this Agreement is signed, and through the term of the effective date of her employment, as listed in Section III below, she may become informed of confidential or sensitive information as she meets with various City officials or attorneys to become informed of City issues. Administrator agrees she will refrain from disclosing such information unless required to do so by law.

SECTION II - BACKGROUND CHECK

Administrator fully consents to being fingerprinted and having said fingerprints submitted to the Florida Department of Law Enforcement for a state criminal history record check and to the

Federal Bureau of Investigation for a national criminal history record check. The information obtained from the criminal history records check conducted pursuant to this Section II may be used by the Council to determine the Administrator's eligibility for continued employment.

SECTION III - TERMS OF SERVICE/RENEWAL/SEPARATION/SEVERANCE

3.1. Effective Date of Employment and Term: This Agreement, and Administrator's employment, shall become effective on August 7, 2012, and continue in effect for approximately _____ (____) years until _____, August 6, 201____, or until extended by the Parties or terminated by either Party as outlined herein.

3.2. Termination: This Agreement shall expire by its own terms or otherwise upon the office of Administrator becoming vacant. Additionally, this Agreement may be terminated by the Administrator or by the Council in the following ways:

A. Unilateral Termination by the Council:

(i) The Council may terminate the Administrator for cause at a duly-noticed public meeting. Cause is defined as any one of the following:

(a) Administrator's criminal background check conducted pursuant to the above Section II indicates that Administrator has been convicted or adjudged guilty of, or pled no contest to, any felony or a serious misdemeanor involving the moral turpitude of Administrator; or

(b) During the term of this Agreement, Administrator is convicted or adjudged guilty of, or pleads no contest to, any felony or a serious misdemeanor involving the moral turpitude of Administrator; or

(c) Administrator files to run for, or is elected or appointed to a Florida public office; or

(d) Administrator is found to have committed gross mismanagement, malfeasance, misfeasance, gross waste of public funds, or gross neglect of duty, as those terms are defined by Section 112.3187(5)(b), Florida Statutes; or

(e) Administrator fails or refuses to comply with any direct lawful instruction given by the Council; or

(f) Administrator becomes legally unable to hold the position; or

(g) Administrator is found to have engaged in misconduct as that term is defined by Section 443.036(30), Florida Statutes.

Such termination shall be by an affirmative vote of a majority of the Council at a duly-noticed public meeting with a quorum present and voting.

(ii) The Council may terminate the Administrator without cause conditioned upon the following:

(a) An affirmative vote of a majority of the Council at a duly-noticed public meeting with a quorum present and voting.

(b) If the Council elects during the term of this Agreement, but outside of any probationary period, to terminate the Administrator for any reason other than cause, the City shall pay to the Administrator as severance pay and in full satisfaction of the City's obligations hereunder, a lump sum equivalent to her salary and all benefits for _____ () weeks at the rate in effect on the effective date of termination. The City shall make the lump sum payment within ten (10) business days after the effective date of termination. This provision shall not apply to terminations for cause or terminations made during any probationary period.

B. Unilateral Termination/Resignation by the Administrator. If the Administrator desires to resign during the term of this Agreement, she shall provide at least 30 days written notice to the Council. If the Administrator resigns prior to the expiration of the Agreement or any extension thereof, she shall receive payment under the Agreement for the balance of her salary for the actual days she has performed her duties as Administrator and not for the remainder of her Agreement term. If Administrator resigns, she shall not be eligible for any of the severance benefits described in the above Section 3.2.A.(ii)(b).

C. Termination by Mutual Agreement. This Agreement may be terminated by mutual agreement of the Administrator and the Council in writing upon such terms and conditions as may be mutually beneficial.

D. In all instances, the Administrator shall be entitled to all accrued benefits provided for in Section V to the extent any other City employee would be similarly entitled.

3.3. Probationary Period: Notwithstanding any other provision of this Agreement, the Council may terminate Administrator's employment and this Agreement during the first six (6) months following the effective date hereof, or thirty (30) days following the final return of the background check conducted pursuant to the above Section II, whichever occurs later, for any or no reason. Such termination shall be by an affirmative vote of a majority of the Council at a duly-noticed public meeting with a quorum present and voting.

3.4. Disability: The Administrator acknowledges and agrees that her services are unique and personal and her regular attendance to her duties is therefore essential to the performance of her job. If Administrator becomes permanently disabled, or is otherwise unable to perform her duties because of sickness, accident, injury, mental incapacity, or health for a period of four (4) successive

weeks beyond any accrued sick and annual leave balances, the City shall have the option to terminate this Agreement.

3.5. Extension: The Administrator and Council may agree at any time to renew the Administrator's employment for additional years beyond the original termination date, such agreement to be evidenced by a Resolution of the Council, accompanied by an acceptance of the extension signed by the Administrator.

SECTION IV - COMPENSATION

4.1. Base Salary: Administrator shall be paid a base annual salary of Seventy Thousand and No/100 dollars (\$70,000.00) per year, commencing on the effective date of this Agreement, payable in installments at the same time and in the same manner as applicable to regular full time employees of the City.

4.2. Annual Salary Adjustments: Administrator's base annual salary adjustments will automatically be at the same time and at the same percentage rate as other City employees in her same pay band and service length.

4.3 Deferred Compensation: In lieu of the City's standard retirement benefits, and in addition to all other compensation and benefits, the City shall contribute deferred compensation in an amount equal to seven percent (7%) of the Administrator's annual base salary (as adjusted) into a 457 Deferred Compensation Plan account with ICMA in the Administrator's name. Such contributions shall be made in installments at the same time as the City issues regular pay checks to the Administrator.

SECTION V - BENEFITS

5.1. Insurance: City shall make available dental, disability, and life insurance coverage to Administrator and any relevant dependents on the same basis as such insurance is now available, or may be made available from time to time in the future, to other regular full time employees of the City.

5.2. Annual Leave: Administrator shall be credited with 80 hours of annual leave which shall be available for her use upon the effective date of this Agreement. Thereafter, City shall provide annual leave credits to Administrator on the same basis as other regular full time employees of the City.

5.3. Sick Leave: City shall provide sick leave credits to Administrator on the same basis as other regular full time employees of the City. The Administrator is deemed to be a "key employee" for purposes of administration of FMLA leave policy.

5.4. Automobile: Administrator shall use a City-owned vehicle when traveling in or out of town on City business. Where to do so would be in the best interests of the City, Administrator may use her personal vehicle for City business and shall be reimbursed at the approved State of Florida mileage rate for any such use of her personal vehicle.

SECTION VII - OUTSIDE EMPLOYMENT

Administrator agrees to devote her full working time to the performance of her duties and responsibilities under Section I, and agrees not to engage in other employment or any contractual relationships for personal services during the period of her employment with the City.

SECTION VIII - INDEMNIFICATION

The City shall indemnify Administrator for judgments related to her official acts on behalf of the City, but only to the extent permitted by law. The City shall not indemnify Administrator for any intentional wrongful act resulting in a judgment against him.

SECTION IX - OTHER TERMS AND CONDITIONS OF EMPLOYMENT

The Council, in consultation with Administrator, shall fix any such other terms and conditions of employment as it may determine from time to time relating to the performance of Administrator, provided such terms and conditions are not inconsistent with, or in conflict with, the provisions of this Agreement or other applicable law. Notwithstanding the foregoing, the City's Personnel Policy and Procedures Manual, as amended from time to time, shall apply to the Administrator to the extent not in conflict with this Agreement or general law.

SECTION X - GENERAL PROVISIONS

10.1. The text herein, including any documents incorporated by reference, shall constitute the entire agreement between the Parties, except as it may be amended from time to time, and all such amendments must be in writing and signed by the Parties. This Agreement supercedes any prior agreement, written or oral, between the Parties.

10.2. The anniversary date of this Agreement will be the same as the effective date of this Agreement.

10.3. If any provision or portion of this Agreement is held to be unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed to be severable, and shall remain in full force and effect, to the extent authorized by Florida law.

10.4. The Parties agree that this Agreement has been entered into for their sole and exclusive benefit and by so doing do not intend to benefit any third Party.

IN WITNESS WHEREOF, the City Council of the City of Arcadia, Florida, has caused this Employment Agreement to be signed and executed on its behalf by the City Mayor, and fully attested by the City Recorder, and Judi Jankosky has executed this Employment Agreement, in duplicate, the day and year first above written.

CITY ADMINISTRATOR

Judi Jankosky

**STATE OF FLORIDA
COUNTY OF DESOTO**

The foregoing instrument was acknowledged before me this ____ day of August, 2012, by JUDI JANKOSKY. She is personally known to me or has produced _____ as identification and did not take an oath.

(Seal)

Notary Public, State of Florida
Print Name: _____

CITY OF ARCADIA, FLORIDA

ATTEST:

By: _____
Virginia Haas, City Recorder

By: _____
Keith Keene, Mayor

APPROVED AS TO FORM:

By: _____
Thomas J. Wohl, City Attorney



MEMORANDUM

TO: Arcadia City Council

FROM: Judi Jankosky, City Administrator 

DATE: August 2, 2012

SUBJECT: DeSoto County and City Collaboration

DeSoto County currently provides an office for part-time VA services; however, they are becoming cramped and are looking for options. An inquiry was made if the City had any available office space for the VA services and maybe some room for other departments that work close with each other. It was noted the VA services needs an office type setting due to confidentiality requirements. The City currently has the old Police Department and the Speer Center which has a couple offices. As the discussions continued there were thoughts of providing an area where departments that have a need to work closely together to have a place to coordinate efforts on a daily basis if need be. Code enforcement/fire inspections/business licenses came to our minds. Although each has a separate jurisdiction, when it comes to Business License, most businesses in the City are required to get a license in both the City and County which also includes a fire inspection. Carl, myself and County Code Enforcement, Planning and Fire have met at different times to coordinate on many issues. Having a designated work area to keep maps, copies of working files and paperwork would help to streamline the process.

As there may be several staff involved the old Police Department appears to be the better accommodations. The VA services could use Marshal's old office. The finances of operating (electric, water, phones, repairs to meet ADA if needed) the "epicenter of coordination" were left on the table for discussion while Council entertains the request.



MEMORANDUM

TO: Arcadia City Council

FROM: Judi Jankosky, City Administrator 

DATE: August 3, 2012

SUBJECT: Recommendation from Airport Advisory Committee

At the August 2, 2012 meeting, the Airport Advisory Committee recommended that the City begin negotiations with Air-Cadia to buy out the contract by a 6 – 0 vote.

BOWEN & SON ROOFING, INC.

ITEM # 16

State Certified
General Contractor
#CG C005427
State Certified
Roofing Contractor
#CC C035620



Toll Free (877) GO BOWEN
Office (863) 385-0351
Fax (863) 385-0939
www.bowenandson.com
P.O. Box 1237
Sebring, FL 33871-1237

All Work Guaranteed • Consultant • Design • Inspections

RESIDENTIAL PROPOSAL AND CONTRACT

To: City of Arcadia
Way Building, Polk St
Arcadia, Fl.,

Owners Name: Same
Job Address: Same
Architect:
Date of Plans:

Bowen & Son Roofing, Inc. ("Contractor") proposes to perform the following Scope of Work: 8-1-2012

1. Remove existing roofing to the deck. Clean up and remove all debris.
2. On the South East corner and running to the West construct a plywood cricket from the end of the parapet starting at the end of the wall and six feet wide at the East end and to the top of the parapet at the East end.
3. On all sloped areas one #30 felt tin-capped to the deck. On ALL cricket and parapet wall areas one fiberglass base sheet tin-capped to the wood deck and one SA base attached to all block wall areas.
4. New roof drains on North wall. One Firestone APP 160 membrane heat welded to the base sheets. One Firestone AAP 180 White cap sheet heat welded to the 160 membrane. All membranes to run to the outside of existing parapet walls and end with a term-bar at the outside of the wall.
Shingle roofing, Provide and install Owens Corning Fiberglass Duration 130 mph Shake type shingles installed with six 1.25 inch Galvanized roofing nails per shingle. Wide face Eaves drip as required for a complete job.
Contract price \$36,260.00
Metal roof, McElroy Metals 26ga. Galvalume Mill finish Max-Rib roofing panels installed with Mac 1.5 inch Stainless Steel wood fasteners as per required wind code.
Contract price \$52,753.00
5. Provide ALL required insurance coverage, Building permit, manufactures materials guarantee and Bowen & Son Roofing Inc., five year workmanship guarantee.
Alternate proposal #1- Provide and install six foot 8X8 box gutter and 7X7 down slout at end of cricket. \$450.00
Alternate proposal #2- Provide and install 6 inch Aluminum seamless gutter and new down spout one South side of building. \$930.00
Alternate proposal #3- Provide and install four new down spouts and conductor heads one North side of building

We propose to perform the above work in accordance with the terms and conditions set forth in this proposal for the sum of: _____

Dollars \$

Terms: Net Cash Upon Completion. All sums not paid when due shall earn interest at the rate of 1% per month. Contractor shall be entitled to recover all costs of collection, including attorney's fees, if contractor is not paid.

The terms and conditions set forth on the reverse side and the attached notices are a part of this proposal and contract. This proposal may be revised or withdrawn by us if not accepted within 15 days and is subject to price change if customer requests material not be delivered or invoiced within 30 days.

ACCEPTANCE

The undersigned hereby accepts this Proposal and, intending to be legally bound hereby, agrees that this writing shall be a binding contract. Contractor is authorized to proceed.

ACCEPTED: _____

Customer

DATE: _____

BOWEN & SON ROOFING INC.

STATE CERTIFIED #CC C035820

BY: 



SCOPE OF WORK Page 1 of 10

Attention: Steve Underwood
Margret Way Building
23 N. Polk Ave.
Arcadia, FL 34266

July 28, 2012
Project #: 2582

New Roof installation located at: 23 N. Polk Ave. Arcadia, FL 34266



1. Furnish Permit, Notice of Commencement, and Notice of Acceptance. We will also provide a Certificate of Insurance listing **you as additional insured** during the course of this project and also copies of our licenses as a **State Certified Roofing Contractor #CCC 1325639** and our **State Certified Building Contractor #CBC 047717** if requested.
2. We will provide 320 square feet (10 - 4' x 8' sheets) of decking material (ply-wood) if necessary or equivalent in tongue and groove 1" x 6" where wood needs to be replaced. Additional decking material will be at an additional charge of \$2.42 per square foot this price includes tear out and replacement of new decking material. Fascia board and rafters will be an additional charge of \$3.00 per lineal foot.
3. Remove existing shingles, felt, nails and modified bitumen roof system (low sloped area) to obtain a clean workable surface (bare wood).
4. Re-nail of decking **is not required** by the Florida Building Code, however we will follow the Florida Building Code on re-nail of decking with 8-d ring shank nails every 6" from the drip edge to the ridge on the rafters.

2714 Kenilworth Blvd. Sebring, FL 33870
Fax (863)-385-0929 Phone (863)-385-9403
www.stewart-construction.net



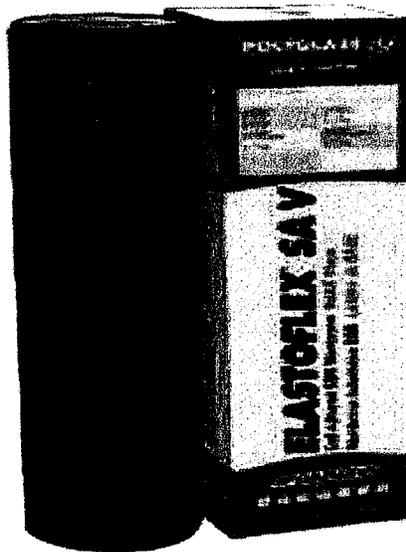
SCOPE OF WORK Page 2 of 10

Attention: Steve Underwood
Margret Way Building
23 N. Polk Ave.
Arcadia, FL 34266

July 28, 2012
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5. Rebuild the area that has a modified bitumen system (**south side**) against the wall to create a positive water flow from the front of building approximately 50' in length this will include lumber plywood and all valley metal, L flashings and rebuild cricket and scupper to help evacuate the water from that area.
6. High pressure clean all parapet walls to insure adhesion of the peel and stick underlayment.
7. Furnish and install cant strips at bottom of all parapet walls.
8. Furnish and install materials necessary to install **PolyGlass Elastoflex SAV FR** (a peel & stick underlayment) on the lower 3' of the sloped roof and up all parapet walls including the top approximately 250' lineal feet.



Polyglass SAV FR

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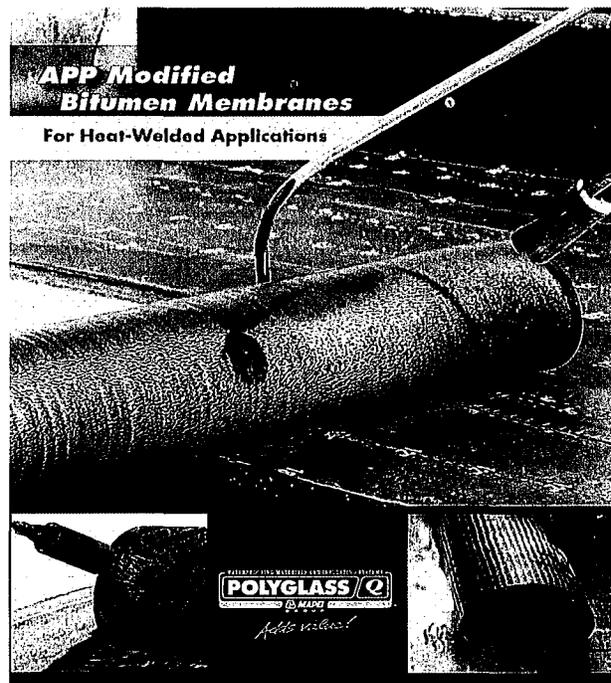
SCOPE OF WORK Page 3 of 10

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- 8. Furnish and install **Poly Glass Poly Flex G** White granular cap sheet that is torch applied directly to the area where the **PolyGlass SAV FR** underlayment was installed approximately 250' lineal feet.



- 9. Furnish and install a concealed cleat fastener system into the parapet walls for the installation of the parapet cap (cover).
- 10. Furnish and install new custom bent galvalume cap to all parapet walls in the Kynar 500 finish with the color chosen by owners.

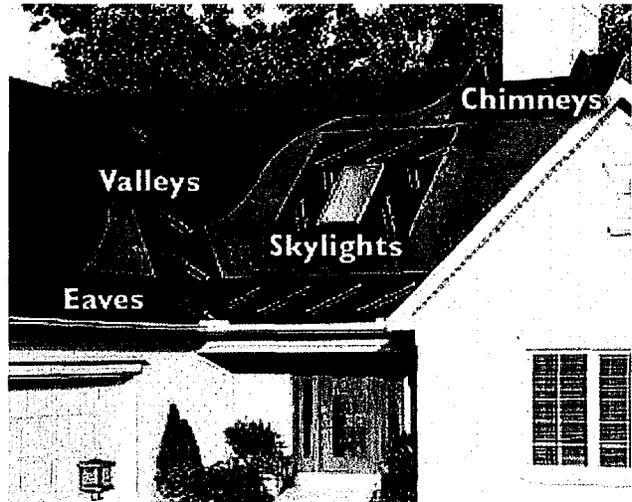
SCOPE OF WORK Page 4 of 10

Attention: Steve Underwood
Margret Way Building
23 N. Polk Ave.
Arcadia, FL 34266

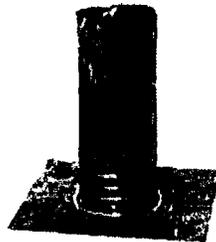
July 28, 2012
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11. Furnish and install **Owens Corning Weather Lock M** (a peel & stick underlayment) to the entire sloped roof area applied directly to the decking material.



12. Furnish and install new Galvanized drip edge Owners choice of a standard color.
13. Furnish and install **Owens Corning Starter Strips** to the bottom drip edges and apply wet / dry roofing cement approximately 6" in width on drip edge and onto the top of underlayment.
14. Schedule Dry-In Inspection (in progress) with **Desoto County Building Department**.
15. Furnish and install new flashing (lead boots) on all plumbing stacks with squirrel guards



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**Attention: Steve Underwood
Margret Way Building
23 N. Polk Ave.
Arcadia, FL 34266**

**July 28, 2012
Project #: 2582**

New Roof installation located at: 23 N. Polk Ave. Arcadia, FL 34266

16. Furnish and install 12 (twelve) new 750 vents where they are currently located.



17. Furnish and install **Owens Corning True Definition Duration or Owens Corning Duration Designer Colors Collection Owners choice of style and color shingles** with a wind rating of 130 mph, (6 nails per shingle) nails are 1 1/4".
18. Furnish and install (125') one hundred twenty five feet of **Owens Corning VentSure** to insure proper attic ventilation.



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Margret Way Building
23 N. Polk Ave.
Arcadia, FL 34266

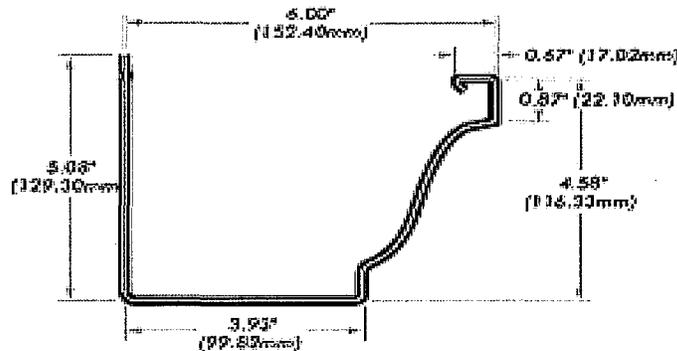
July 28, 2012
Project #: 2582

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19. Furnish and install **Owens Corning High Hip & Ridge Cap** designed for the 130 mph wind rated shingle installations. Fastened on top of the VentSure ridge vent and nailed with 1 3/4" nails.



20. Furnish and install 95' (ninety five feet) of 6" (six inch) gutter, 5 (five) down spouts, elbows and straps white in color.





SCOPE OF WORK Page 7 of 10

Attention: Steve Underwood
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21. Clean up jobsite daily, remove all debris from roof installation and haul to landfill.
22. Schedule Final Roof Inspection with **Desoto County Building Department**.
23. Stewart Construction provides a **Five (5) year warranty on workmanship**. You will also be provided a copy of the Manufacturer's limited warranty on products installed.

Total Amount: \$65,410.10

Stewart Construction requires a deposit of 25% on all commercial jobs.

If you would like us to order materials and schedule this project please e-mail me referencing **Project # 2582** along with your deposit check and I will get the paper work started for the Permit, Notice of Commencement, and Notice of Acceptance.

Signature: _____ Date: _____

I anticipate that it will take 3 to 5 working days to receive the materials and 12 days to complete project once we have started.

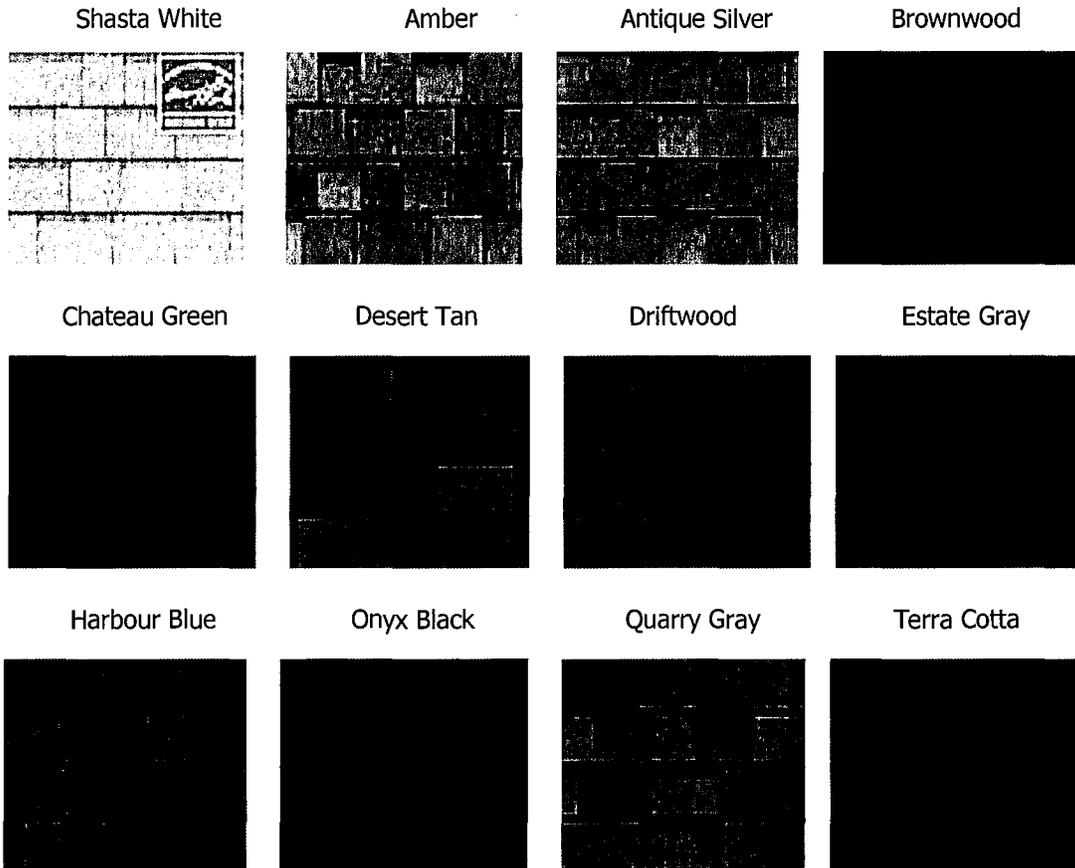
Thank you,
Jim Andrews Cell: (863) 381-9647 Email: jim@stewart-construction.net



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Fax (863)-385-0929 Phone (863)-385-9403
www.stewart-construction.net

SCOPE OF WORK Page 8 of 10

Tru Definition Duration



Our Duration® Series family of products has been streamlined from four products to two. The new TruDefinition® family of shingles offers a high-end, premium look which gives homeowners the aesthetics they desire at an attractive price. Coupled with new SureNail® Technology, an Algae Resistance Limited Warranty*, enhanced wind warranty coverage of 130 MPH*, and a Lifetime Limited Warranty (for as long as homeowner owns the home), selling these new TruDefinition® Duration® Series Shingles will be one powerful offering that homeowners simply can't resist.

TruDefinition® Duration® Shingles are available in popular colors with bold, lively contrast and complementary shadow lines for greater dimension.

The color Shasta White meets the ENERGY STAR® ratings for the American Reinvestment and Recovery Act of 2010.

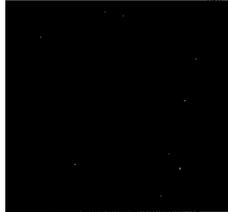
Warranty: Extended Warranty Information Limited Lifetime Warranty with 10-Year Tru PROtection® Coverage (for as long as homeowner owns the home)



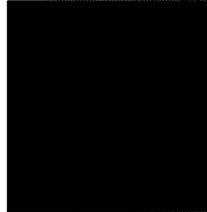
SCOPE OF WORK Page 9 of 10

TruDefinition Duration Shingles Designer Colors Collection

Aged Copper



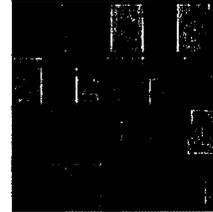
Merlot



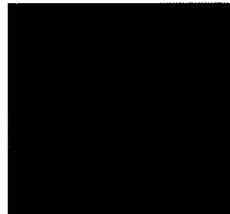
Pacific Wave



Sand Dune



Sedona Canyon



Storm Cloud



Summer Harvest



Our Duration® Series family of products has been streamlined from four products to two. The new TruDefinition® family of shingles offers a high-end, premium look which gives homeowners the aesthetics they desire at an attractive price. Coupled with new SureNail® Technology, an Algae Resistance Limited Warranty*, enhanced wind warranty coverage of 130 MPH*, and a Lifetime Limited Warranty (for as long as homeowner owns the home), selling these new TruDefinition® Duration® Series Shingles will be one powerful offering that homeowners simply can't resist. TruDefinition® Duration® Designer Colors Collection Shingles feature an intensity of color and contrast, our best option for providing maximum vibrance and dimension.

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Fax (863)-385-0929 Phone (863)-385-9403
www.stewart-construction.net

SCOPE OF WORK Page 10 of 10



**PREFERRED
CONTRACTOR**

THIS CERTIFIES THAT

Stewart Construction

NAME

2714 Kenilworth Boulevard, Sebring, Florida 33870

ADDRESS

December 2011

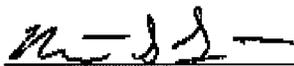
MEMBER SINCE

211657

ID NUMBER

HAS BEEN APPROVED BY OWENS CORNING TO BE A PREFERRED CONTRACTOR

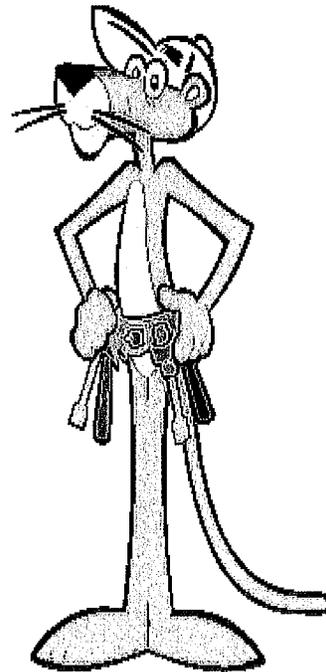
- Has met the standards set forth by Owens Corning
- Is licensed and insured as required by state and local laws
- Provides the highest-quality products and customer service
- Has been in business three years under current business name
- Has passed the Owens Corning Baseline Installation Test



MATT LAWLER
CONTRACTOR SERVICES LEADER

January 2012

DATE



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**City Marshal
Charles J. Lee**



**State of Florida
City of Arcadia**

ITEM # 18

**ARCADIA POLICE DEPARTMENT
COUNCIL REPORT**

TOTALS FOR THIS REPORT PERIOD: JULY 2012

ARREST ACTIVITIES

FELONY ARREST	7	MISDEMEANOR ARREST	8
JUVENILE ARREST	4	TRAFFIC ARREST	7
WARRANT ARREST	11		

TRAFFIC ACTIVITIES

ACCIDENT REPORTS	29	TRAFFIC CITATIONS	123
PARKING CITATIONS	5	WARNING CITATIONS	96

INVESTIGATIONS

COMPLAINTS	703
CITY ORDINANCE VIOLATIONS	83

Charles J. Lee

CITY MARSHAL
07/31/2012

CITY OF ARCADIA
POLICE DEPARTMENT
725 N. Brevard Ave.

CHARLES J. LEE
MARSHAL

P.O. BOX 1014
ARCADIA, FL. 34265

CITY CODE ACTIVITIES

MONTH OF
JULY 2012

CODE ENFORCEMENT OFFICER CARL MCQUAY

COURTESY NOTICES	46
NOTICE OF VIOLATIONS	26
CODE VIOLATIONS	
ABANDONED VEHICLES	0
COMMERCIAL VEHICLES	0
FENCES	0
HIGH GRASS/OVERGROWN LOTS	41
NUISANCE	2
OCCUPATIONAL LICENSES	1
PARKING VIOLATIONS	2
PERMIT VIOLATIONS	0
TRASH/JUNK/DEBRIS	0
UNSAFE STRUCTURES	0
WATER VIOLATIONS	0
YARD SALES	0
ZONING VIOLATIONS	0
TOTAL CODE VIOLATIONS	46
CODE COMPLAINTS	0
CONTACTS	2
FIELD WORK	62
FOLLOW UP	38
POSTING	0
INVESTIGATIONS	47
MAILING	21
RECORDS	0
CAB INSPECTIONS	0
CAB DRIVER'S PERMITS	4
TITLE COMPANY SEARCHES	2
HEARINGS	1
FINGERPRINTING	2
POSTAGE USED	\$126.50

PUBLIC RECORDS LAW
Chapter 119, Florida Statutes

In Florida there is a constitutional right of access to any public record made or received in connection with official business of the City, except certain records that are specifically exempt. Public records are not limited to written documents but also include tapes, photographs, films, sound recordings, and electronic data. This includes everything from letters to interoffice memorandums and, under certain circumstances, drafts of letters and memorandums that are in the City office. It does not include preliminary drafts that have not been circulated for review or comments to anyone inside or outside of the City office, but it does include drafts that have furnished to someone other than the author. Even personal notes can be public records if they are intended to communicate or formalize knowledge of some type. For example, handwritten notes by one person that go to another person are public records. Notes by City employees to themselves, which are designed for their own personal use in remembering things, are not public records.

I. Public Records. Public records include but are not limited to:

- A. Computer Records. Computer records including electronic calendars, data bases and word processing files stored in the City computers, or on other computers for the City, all constitute public records.
- B. Email Messages. Email messages in connection with official business of the City are public records and subject to disclosure in the absence of an exemption. Personal email that is stored in the City computers is not automatically a public record just because it is stored there. Likewise the City cannot allow a private entity to keep physical custody of documents or store electronic documents and claim they are not public records by virtue that they are not in a City facility or on a City owned computer. If the City has a website and uses electronic mail, it should post a warning that email addresses on it are public records and if you do not want your record made public in response to a public record's request, do not send electronic mail to the City.
- C. Electronic Documents. Electronic documents have to be provided in the standard format that is used by the City and the City is not required to put its records in the format requested by a person requesting public records. The City is authorized but is not required to permit remote electronic access to public records, but if it does, it has to provide safeguards to protect the contents from alteration and to prevent disclosure of exempt matters.
- D. Telephone Calls. Recordings of telephone calls that are made from City telephones, even though they may be personal and the City employee may pay or reimburse the City for the calls.

- E. Attorney Communications. Communications between attorneys and the City are generally not exempt, although there is a new exemption in F.S. 119.071(1)(b) for certain litigation work product of City attorneys. An exemption is not waived by the release of those records to a City official or employee. The term “work product” records generally include only those that reflect the mental impression, conclusion, litigation strategy or legal theory that are being used. The work product has to be prepared in the anticipation of eminent or pending litigation or adversarial administrative proceedings.
- F. Personnel Records. Most personnel records including: applications for employment; communications from third parties; grievance records; salary information; and, travel vouchers are public records. The Florida Supreme Court has refused to deny access based on concern that the information could be embarrassing or that could be unpleasant for the employee. Examination of personnel files cannot be delayed until the employee can be present.

II. Public Records Law Exemptions.

Some of the major exemptions include but are not limited the following:

- A. Exempt Personnel Records. Some exempt personnel records include, but may not be limited to:
 - 1. Annuity contracts and custodial accounts for employees;
 - 2. Complaints filed against law enforcement officers until the investigation is no longer active;
 - 3. Complaints and records which relate to a complaint of discrimination in connection with hiring practices until a probable cause finding is made, the investigation becomes inactive or it goes to court;
 - 4. Position classifications;
 - 5. Social security numbers;
 - 6. Investigations into employee performance or related activities under F.S. 119.070(1) until a probable cause finding is made, an investigation becomes inactive or the complaint or other record is made part of a court proceeding;
 - 7. Employee deferred compensation;
 - 8. Drug test results under F.S. 440.101-440.102, under the Drug-Free Workplace Program;
 - 9. Employee’s personal indentifying information held in an employee assistance program is confidential under F.S. 166.0444; and
 - 10. Employees and retiree’s names, addresses and social security numbers.
- B. General Exemptions. Some general exempt records include, but may not be limited to:
 - 1. Risk analysis information relative to security threats;

2. Data information technology resources;
3. Portions of data processing software that are used to collect, process and store exempt information;
4. Financial management information such as payroll and accounting records;
5. Information under a licensing agreement prohibiting its disclosure as a trade secret;
6. The audit report of an internal auditor before the audit becomes final;
7. Financial commitment letters;
8. Drafts of memorandum of understanding between the City and a company that is interested in locating its business activities in the City is exempt if requested by the company, in writing;
9. Some payment information made by individuals to the City are exempt including bank account numbers, credit card numbers and debit card numbers;
10. Trade secrets provided to the City can be exempt;
11. Investigative records, including all interoffice memorandum, correspondence, inspection reports until the investigation is complete or becomes inactive;
12. Files providing special investigation of alleged violations of Code of Ethics;
13. Security system information is exempt, as are building plans, blueprints, schematic designs and diagrams of governmental buildings, although they can be disclosed to another governmental entity or to a professional who is to perform work on the building;
14. Settlement records are normally exempt until the litigation is over;
15. Risk management files for tort liability are exempt until the termination of all litigation and settlement of all claims arising out of the incident under F.S. 768.28(16)(b); and
16. Records of insurance claim negotiations of the City under F.S. 624.311(2).

C. Exemptions Relating to Law Enforcement Personnel and Security Records:

1. Arrest and crime reports are open to public inspection although criminal intelligence information and active criminal investigative information is exempt. The information is considered active as long as it is related to an ongoing investigation that is continuing with a reasonable, good faith anticipation of securing an arrest or prosecution in the foreseeable future.
2. Home addresses, telephone numbers, social security numbers and photographs of active or former law enforcement personnel, including correctional officers and their spouses and children, as well as the names and locations of schools and daycare facilities attended by the children, are exempt.

3. Not considered exempt per F.S. 119.011(3)(c) are:
- a. The time, date, location and nature of a reported crime;
 - b. The name, sex, age and address of a person arrested (except for a juvenile record);
 - c. The name, sex, age and address of the victim of a crime except for a sexual offense or child abuse victim;
 - d. The time, date and location of the arrest;
 - e. The crime that has been charged;
 - f. Documents given to the person arrested except exempt information set forth above;
 - g. Information and indictments except against a person not in custody.

III. Conditions on Inspection and Copying.

- A. Conditions. The City can impose reasonable conditions on inspection and copying to protect the records from alteration, damage or destruction. The City may not transfer public records to a third party to avoid compliance. The City cannot decline to produce the records because they are too involved or too large. In addition to the cost of duplication, the City is authorized to charge a reasonable service charge if there is an extensive use of personnel or the volume of the records is large.
- B. Requests. The request may not be required to be made in writing and the person making the request cannot be required to give his or her background information to the City, including their name, address, telephone number and the like.
- C. Time. The Public Records Act does not contain a specific time limit for compliance with public records requests but provides that it is to be done promptly. The Supreme Court has said that the only delay allowable is a reasonable time to retrieve the records and delete the exempt portions, if any. An automatic delay is not permitted. The City may restrict the hours for inspection to those which the City office is open, but may not shorten that time.
- D. Basis for Exemption. If a City employee determines that a record is exempt, the custodian of the public record must state the basis for the exemption, including the statutory citation to the exemption.
- E. No Refusal. The City cannot refuse to allow inspection and copying of an entire public record simply because a portion is exempt. The exempt portion must be deleted and then the rest produced for inspection, even if the deletion or redaction is impracticable or burdensome. The term redact is defined to mean concealing from the copy or from the electronic image, *i.e.* blacking out the exempt information.

- F. Fees for Inspecting and Copying Public Records. The City can charge for copies of public records, but cannot charge for allowing someone to listen to tape recordings of City Council meetings or for looking at public records on a computer terminal where it does not require extensive use of information technology resources or extensive clerical or supervisory assistance, or both. The charges must be reasonable and based on the labor or computer cost actually incurred, *i.e.* the base hourly salary of the employee, plus benefits. F.S. 119.07(4)(a) authorizes the City to charge a fee of up to \$0.15 per copy of 14 x 8 inches, or less, and no more than an additional \$0.05 for each two-sided duplicated copy and up to \$1.00 per copy for certification, if requested. All of such costs are exempt from sales taxes.

IV. Violations.

- A. Attorney's Fees. Attorney's fees can be imposed against the City for an unjustified failure to provide public records, even where access is denied in good faith and the City believed the documents were exempt.
- B. Penalties. The statute does contain a criminal penalty for someone who knowing violates the law, but we know of no conviction based on mere negligence.
1. Possible criminal penalties are one year in prison or a \$1,000 fine, or both.
 2. There is also a non-criminal infraction punishable by a fine not exceeding \$500.
- C. Retention and Disposal of Records. The retention and disposal of records is under the Rules of the Division of Library and Information Services of the Florida Department of State. Public records can be destroyed or otherwise disposed of in accordance with their retention schedules.
- D. There is no right of a public citizen to recover for the City negligently releasing any exempt public records.