



**AGENDA  
ARCADIA CITY COUNCIL  
CITY COUNCIL CHAMBERS  
23 NORTH POLK AVENUE, ARCADIA FL**

**TUESDAY, AUGUST 19, 2014  
6:00 PM**

**CALL TO ORDER, INVOCATION, PLEDGE AND ROLL CALL**

**PRESENTATION**

1. Strategic Plan (Mandy Hines – Interim County Administrator, Carl McQuay – City Planner, Jim LaRue and Jeff Matthews – LaRue Planning)
2. Special Event Permits (Carl McQuay – City Planner)

**CONSENT AGENDA**

3. City Council Minutes for August 5, 2014 (Penny Delaney – City Clerk)
4. Rodeo Fly-In (Mandy Hines – Interim County Administrator / George Chase – Friends of Arcadia Airport)
5. Request for Special Event Permit – Homecoming Parade (Carl McQuay – City Planner)
6. Request for Special Event Permit – Antique Association (Carl McQuay – City Planner)
7. Placement of Historical Marker at the Tree of Knowledge (Carl McQuay – City Planner)
8. Certificate of Appropriateness within Historical District - 216 E. Oak Street – Re-roofing and Painting (Carl McQuay – City Planner)

**ACTION ITEMS**

9. Ordinance 1000 - Florida Power and Light Franchise Agreement – First Reading (T.J. Wohl – City Attorney)
10. Resolution No. 2014-08 – Repealing Resolution 2013-13 and Re-Establishing the Local Business Tax Fee Schedule (T.J. Wohl – City Attorney)
11. City of Arcadia and WCA of Florida, LLC Agreement for Treatment and Disposal of Landfill Leachate Water (Steve Underwood – Public Works Director)
12. Jehovah Witness Literature Distribution Table Complaint (Carl McQuay – City Planner)

**COMMENTS FROM DEPARTMENTS**

13. City Marshall
14. City Attorney
15. Finance Director
16. City Administrator

**PUBLIC (Please limit presentation to five minutes)**

**MAYOR AND COUNCIL REPORTS**

**ADJOURN**

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

PLEASE TURN OFF OR SILENCE ALL CELL PHONES

# PRESENTATION No. 1

# PRESENTATION No. 2

# AGENDA No. 3



CITY COUNCIL AGENDA ITEM  
Requested Council Meeting Date: August 19, 2014

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DEPARTMENT: Administration  
SUBJECT: Minutes from August 5, 2014

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RECOMMENDED MOTION: Council Approval

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SUMMARY:

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FISCAL IMPACT: \_\_\_\_\_  Capital Budget  
 Operating  
 Other

ATTACHMENTS:  Ordinance  Resolution  Budget  Other

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Department Head: \_\_\_\_\_ Date: \_\_\_\_\_

Finance Director (As to Budget Requirements) \_\_\_\_\_ Date: \_\_\_\_\_

City Attorney (As to Form and Legality) \_\_\_\_\_ Date: \_\_\_\_\_

City Administrator: Tom Slaughter \_\_\_\_\_ Date: \_\_\_\_\_

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

**AGENDA MINUTES  
CITY COUNCIL  
CITY OF ARCADIA  
TUESDAY, AUGUST 5, 2014  
6:00 P.M.**

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

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

The Mayor called the meeting to order at approximately 6:02 p.m. with the following members and staff present:

**Arcadia City Council**

Mayor Alice Frierson  
Councilmember Keith Keene  
Councilmember Robert W. Heine

Deputy Mayor Joseph E. Fink  
Councilmember Robert R. Allen

**Arcadia City Staff**

City Administrator Tom Slaughter  
Deputy City Clerk Dena Duran  
Marshal Matthew Anderson

City Attorney Thomas J. Wohl  
City Planner Carl McQuay

Councilmember Keene gave the invocation, which was followed by the Pledge of Allegiance and roll call.

Algie Didlaukies thanked the City Council regarding the request for the Brotherhood Ride. She specifically acknowledged Lieutenant Kevin Joens, Officer McVey, and Carrie Taylor for their assistance during the event.

**PRESENTATION**

**Agenda Item 1 – Florida Power and Light Franchise Agreement**

Rae Dowling of Florida Power and Light made a presentation to City Council regarding the renewal of the franchise agreement. She advised the current thirty (30) year franchise agreement will expire in November. She stated the new agreement will also be a thirty (30) year non-exclusive agreement. She advised FPL applies a fixed percentage of 5.9% to the residential, commercial and industrial bills and they collect those revenues and directly pass them through to the City of Arcadia. Over the last anniversary year which expired in November of 2013, the value of this agreement to the City has been \$372,000.00 that the City has received and over the last five (5) years, the City has received over \$2,000,000.00 on this agreement. She advised that the only difference between the previous franchise agreement and this one is that FPL has

changed the calculation; such that the ad valorem taxes are no longer part of the franchise calculation. Those ad valorem taxes are paid to the City separately and it's worth about \$55,000.00 annually to the City. She further advised that in the previous franchise agreement, there was a 10% true up that FPL held until the end of the year mainly from an accounting standpoint. There will no longer be a true up and those dollars will come to the City monthly. She expressed FPL's pleasure for being a part of the City of Arcadia. She thanked staff for their help in bringing this to Council and allowing FPL to move this forward.

### **CONSENT AGENDA**

**Agenda Item 2 – City Council Minutes for July 1, 2014**

**Agenda Item 3 – City Council Minutes for July 15, 2014**

**Agenda Item 4 – DEO Letter of Acceptance of ElectriCom, LLC, Regarding Bridle Path Project**

**Agenda Item 5 – Third Amendment to Interlocal Agreement between the City of Arcadia and DeSoto County for Purchase of County Flush Water**

**Agenda Item 6 – Request for Special Event Permit – Bulldog Tailgate Party**

**Agenda Item 7 – Request for Special Event Permit – Antique Association of Arcadia, Florida**

**Agenda Item 8 – Request for Special Event Permit – Brotherhood Ride**

Mayor Frierson advised that the request for Agenda Item 7 of the Consent Agenda had been withdrawn. The City Attorney recommended pulling Agenda Item 4 so that it could be voted on separately due to a conflict of interest with one of the council members. Councilmember Keene made a motion to pull Agenda Item 4 and Councilmember Heine seconded the motion. No discussion followed and it was unanimously, 5/0, approved. Mayor Frierson stated that the consent agenda passes. Deputy Mayor Fink made a motion to move Consent Agenda Item 4 as presented and Councilmember Allen seconded the motion. Mayor Frierson advised that she would abstain from voting on this particular item. No discussion followed and it was unanimously, 4/0, approved.

### **ACTION ITEMS**

**Agenda Item 9 – RCMA – Resolution 2014-07 – Property Maintenance Standards Review Committee**

The City Attorney advised this was the resolution that was revised to reflect in Section Five that the committee will not bring their recommendations back until such time as Council requests them to do so essentially leaving an open ended time period for them to review the Code

and make their recommendations. Otherwise, there were no changes to the Resolution. Deputy Mayor Fink pointed out that in Section Two, all members of the committee must be registered voters in DeSoto County and he didn't feel that non-residents of the City of Arcadia should be setting the standard for the City of Arcadia as far as what is seen as a code enforcement issue. Councilmember Keene made a motion to approve Resolution 2014-07 and Councilmember Heine seconded the motion. No discussion followed and it was 4/1 approved with Deputy Mayor Fink casting the dissenting vote.

### **Agenda Item 10 – Baseball Field Contracts**

The Public Works Director, Steve Underwood, advised that all entities regarding the baseball field contracts were in attendance. He pointed out that the adult contract was existing and youth contract was extended at the April 1, 2014 Council Meeting. As it stands now, there are two (2) current outstanding bills and he felt that neither entity was aware of the outstanding bills on the utilities and he assumed they would bring their current in order to extend the contract they have now. Lester Hornbake, Treasurer for the DeSoto County Adult Athletic Association, of P.O. Box 292, Arcadia, Florida, stated they have no problem with paying for the lighting that they utilize. He pointed out that there are three (3) meters there and there was a conflict in the billing that they received that had meters from the front field on it. He advised that as soon as it is clarified, they can write a check to the City right away. Michael Cross, President for Miss DeSoto Fast Pitch of 603 E. Oak Street, Arcadia, Florida, advised that at this point they have never received a bill for the power. He stated that under the old contract, he believed the City granted them \$3,000.00 a year for the lighting because it was DeSoto County Youth, but they have no problem with paying for their power. Mayor Frierson asked Mr. Underwood if the City had always paid the \$3,000.00 and Mr. Underwood advised that to the best of his knowledge, the City had always paid it.

Councilmember Keene asked for clarification regarding the issue of the locks that was discussed at the last Council Meeting. Mr. Underwood stated that it is in their contracts that if they maintain the fields inside the field, they have full ownership to turn the lights on and off at their leisure. Councilmember Keene asked if they have requests for use of the field when the two (2) contracted entities are not using it and if there is an issue there. Mr. Underwood advised that sometimes there is an issue. Councilmember Keene stated that he would hope that if there was a situation like that, if it was a significant event that it could be worked out to accommodate the request. Mr. Hornbake stated that the problem is not with the tournaments, but with vandalism. Mr. Cross stated that a schedule is sent in that states when they are using the fields and when they are not and it's not an issue for them either.

It was decided that a type of universal agreement was needed among all parties regarding equipment, fields, etc. Deputy Mayor Fink suggested Mr. Underwood and Mr. Wohl meet with the representatives of the entities to get an undated contract to be brought back to Council which would kick in at the same time in an effort to make it easier for the City's bookkeeping methods. It was agreed upon among the parties. It was further agreed that there would be two separate contracts.

### **Agenda Item 11 – Airport Mowing**

George Chase of Friends of Arcadia Airport stated that on June 3, 2014, Council gave their approval to seek funding for the pilot shelter and tent camping area on the airport and to work with staff to carry out the project. The Airport Advisory Committee approved unanimously to support the plan at their last meeting. He advised that they should hear the results of their grant application by September 2014. He stated that they would like to get the area cleaned up so that they can utilize it for the Vietnam Traveling Wall Event which was approved by Council on May 6, 2014 and which is set for December 5-7, 2014. He further stated that they were seeking Council's approval to remove the old field fence, mow and clean up the area so that they can get on to the property and come up with a proper site plan as per Council's request. The issue of volunteers arose and Lou Ambler stated they are covered under Statute 440 which is the workman's compensation statute as a volunteer. Mr. Ambler stated the liability will not extend to the employment workman's compensation issues and that is the problem with the volunteers. Councilmember Keene asked Mr. Chase to get with Mr. Ambler and get back with Council so they could move forward with it. Mr. Chase stated that he would and asked if it would be possible to get permission to start the work as soon as an insurance policy was in place. Councilmember Keene made a motion to approve and Councilmember Heine seconded the motion. The City Attorney stated that he would want to know how much Mr. Ambler felt should be in place for the policy. Mr. Ambler felt it would probably be \$1,000,000.00. No discussion followed and it was unanimously, 5/0, approved.

### **Agenda Item 12 – Adopt-A-Park Agreement**

Emily Suter of the Florida Department of Health addressed Council and introduced Penny Kurtz as the Assistant Administrator for the Florida Department of Health. Ms. Suter gave a presentation of how the City and the Department of Health can work together to improve the health of the community. Ms. Kurtz addressed Council regarding the adopt-a-park program. Councilmember Keene made a motion to approve the adopt-a-park agreement as presented by the local health department and Councilmember Heine seconded the motion. No discussion followed and it was unanimously, 5/0, approved.

### **Agenda Item 13 – Health Insurance**

The Finance Director, Beth Carsten, and Tom Guidry of DeSoto Insurance addressed Council regarding health insurance. She stated that the City pays 95% of the health insurance and the employee pays 5%. She stated that originally the plan was to have set up a base plan which would have most likely been an HMO61 that had a little bit higher deductible and the City was planning on paying that at 100%. If the employee opted in and wanted to get a little less of a deductible or a PPO, they would pay the difference. Somehow that did not take place last year and that 95% / 5% went across the board. She felt the plan needed to be reviewed. She stated that will be an increase over last year if things are left the way they are of \$65,000.00. She further stated that the increase will really hurt some of the City's departments. Different options were presented by Mr. Guidry. He stated that when they first came to Blue Cross this year, they wanted a 37% rate increase and they were asked how they could get that rate down. He advised

they came back with the new numbers and the new numbers can be tweaked to get it down some more. He then reviewed each option. Councilmember Keene stated that he would be interested to hear Mr. Guidry's recommendation. Mr. Guidry stated his recommendation would be to go with option two (2) which would be to replace the HMO, to tweak it by raising it up from a \$1,250.00 to a \$1,500.00 deductible. He stated it was not moving it up that drastic and to make it the base plan. The employee would pay nothing for that plan and if they wanted to buy up to the other two (2) plans, then they could. Deputy Mayor Fink asked how option two (2) would affect the budget. Ms. Carsten stated that it would lower the numbers down about \$20,000.00 from where we are now. She further stated that HMO 47 would be a blanket plan that would go to everyone in the City and it would be simpler and fairer. Discussion was made regarding two (2) employees who were old enough to go onto Medicare and if that would be done, it would be better insurance for them and a savings to the City. Mr. Guidry stated that he would speak with the two (2) employees immediately. Deputy Mayor Fink asked if they would have a special one item meeting again to come back with a decision because he wanted an opportunity to review the information provided. Councilmember Keene agreed as long as it could be advertised and they could move directly into the next meeting. Deputy Mayor Fink made the motion to have the special one item meeting and Councilmember Keene seconded the motion. No discussion followed and it was unanimously, 5/0, approved. Ms. Carsten asked if they would need to see any breakdown. Deputy Mayor Fink stated that if she could provide how it will affect the overall budget for each option.

## **COMMENTS FROM DEPARTMENTS**

### **14. CITY MARSHAL**

Marshal Matt Anderson advised the police report was provided in each packet and asked if there were any questions from Council or the general public. He stated juvenile crimes had picked up such as vandalism and/or criminal mischief and that it happens every year around this time.

### **15. CITY ATTORNEY**

The City Attorney, T.J. Wohl, stated that over a year ago former Finance Director Jorge Santana filed a whistleblower complaint against the City. He advised he had received a call from the attorney who is handling the defense of that on behalf of the City and he indicated that they have had settlement negotiations and asked if the City had any objection to them settling the case. Mr. Wohl stated it certainly would be well below the policy limits it sounded like. He felt that with most insurance policies of that nature, the insurance company has a right to settle it without the City's opinion on whether they should or not. It is their money that's paying for the attorney and it's their money that's coming out of their pocket to pay the Plaintiff. He wanted to make sure everyone was okay with them doing that or if they wanted the case to continue until they offered the Plaintiff zero or as in some cases, until the Plaintiff goes away. He stated his recommendation is to let them do as they want since it is their money. Deputy Mayor Fink stated that it's not their money. It will eventually be the City's money because no matter what the settlement is, insurance companies make their money up when there is a settlement in that

regard. The City Attorney pointed out the consequences of doing that will have it go to trial and a jury of his peers will present a fairly large settlement that exceeds the policy limit and now the City is paying with its own money. Deputy Mayor Fink agreed that was an option and Mr. Santana's suit is not a singular suit. Mayor Frierson stated that she felt they needed to trust the insurance company and the attorney to some degree to do what they feel is right too. Mr. Wohl stated they could let them settle and have their settlement contingent on Council's approval. There was a common consensus to do so.

## **16. CITY ADMINISTRATOR**

The City Administrator reminded Council of the special workshop on the 12<sup>th</sup> with the special meeting at 5:00 p.m. He advised the second workshop will immediately follow. He stated he, Marshal Anderson and Carl McQuay had hosted a couple of downtown workshops with the various representatives of downtown, the Antique Association, Team Arcadia, and Farmer's Market to get input on the special event permitting process. He stated it was his hope to present to Council at the next meeting some thoughts and ideas on the application process, the fee structure, the site planning process, and liability insurance.

He then advised of the three (3) waterline breaks in about a three (3) day period. Issues arose regarding the emergency on call phone tree due to the next person in line was working on a previous break. To address this issue, staff meetings were scheduled with Marshal Anderson and various representatives to discuss how to develop a calling tree during a multiple event. He advised he was proud of the efforts of the City employees during this time and asked for A.J. Berndt, the Utility Director, to brief Council on what had occurred. Mr. Berndt briefed Council on the multiple waterline breaks. He advised that he has documentation regarding the breaks, the attempts to contact the contractor, parts, City labor, etc. Councilmember Heine stated that he felt they needed to do whatever it took to get reimbursed. Mayor Frierson asked the City Attorney if they just wait and see what happens now. The City Attorney stated that once they get all the numbers back and they're steadfast they're not paying anything; we can fire off a letter and let them know what they're into it for. Councilmember Keene felt that this issue needed to be sent to Representative Albritton's office and expressed his disappointment of DOT's response to Mr. Berndt. The City Administrator advised that he could call Karen Whaley the following morning. Deputy Mayor Fink questioned the City Administrator if he would have all the numbers for hours of overtime incurred and the actual dollar cost. The City Administrator advised that he would provide documentation. Mr. Berndt expressed his appreciation to Lee Snyder, his crew, volunteers from Steve Underwood's department and the prisoners that Marshal Anderson was able to provide. Mayor Frierson stated that she felt everyone who participated should receive a letter of commendation.

## **PUBLIC**

Rob Herron of 521 East Pine Street, Arcadia, Florida, addressed Council regarding a proposal regarding vandalism in the community. The hope and vision is to develop, through the power of social media, a dedicated group of community minded volunteers to take action on projects such as cleaning of or covering up graffiti, use of light carpentry repairs, painting,

landscaping projects, repairing broken playground equipment or whatever else is needed to improve and maintain our public spaces. He requested Council approval to sit down with City staff to help determine how best to identify and prioritize the needs of our public areas, to identify possible City owned sites for storage of donated supplies and materials, assist in determining best practices for selected projects, to ensure that efforts fall within established governmental guidelines, material and quality of work, and possibly assist in advice in setting up methods accurately accounting for, tracking, and making proper use of any financial donations the group may receive and advice on necessary insurance to accomplish this mission. Councilmember Keene stated that he would like to direct the City Administrator to have conversation with Mr. Herron regarding the proposal. He went further to state that consideration should be given to other organizations that have similar goals and combining resources would be worthwhile discussion as well. Deputy Mayor Fink brought up the issue of proof of insurance. Councilmember Keene made a motion to direct the City Administrator to meet with Mr. Herron to discuss this issue and Deputy Mayor Fink seconded the motion. No discussion followed and it was unanimously, 5/0, approved.

Penny Kurtz of the Florida Department of Health in DeSoto stated that they will be doing their joint back to school fair this Saturday at the DeSoto High School from 9:00 – 12:00. She advised that the recipients that attend are between 600 and 800 people from our community that come with the support of vendors that give free school supplies to our youth. She expressed the health department's appreciation of the community's support.

### **MAYOR AND COUNCIL MATTERS**

None

### **ADJOURN**

Having no further business at this time, the meeting was adjourned at 7:48 P.M.

ADOPTED THIS \_\_\_ DAY OF \_\_\_\_\_, 2014.

By:

\_\_\_\_\_  
Alice Frierson, Mayor

ATTEST:

\_\_\_\_\_  
Dena Duran, Deputy City Clerk

# AGENDA No. 4



CITY COUNCIL AGENDA ITEM  
Requested Council Meeting Date: August 19, 2014

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DEPARTMENT: Administration

SUBJECT: Rodeo Fly-In

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RECOMMENDED MOTION: Council Approval

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SUMMARY: The Friends of Arcadia Airport is hosting a Rodeo Fly-In during the March Rodeo which runs from March 13-15, 2015. Pilots/individuals will be transported from the airport to the rodeo and back.

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FISCAL IMPACT: \_\_\_\_\_ ( ) Capital Budget  
( ) Operating  
( ) Other

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

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Department Head: \_\_\_\_\_ Date: \_\_\_\_\_

Finance Director (As to Budget Requirements) \_\_\_\_\_ Date: \_\_\_\_\_

City Attorney (As to Form and Legality) \_\_\_\_\_ Date: \_\_\_\_\_

City Administrator: Tom Slaughter \_\_\_\_\_ Date: \_\_\_\_\_

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

# AGENDA No. 5



CITY COUNCIL AGENDA ITEM  
Requested Council Meeting Date: August 19, 2014

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DEPARTMENT: Planning and Zoning  
SUBJECT: Annual Homecoming Parade

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RECOMMENDED MOTION:  
Approval of Homecoming Parade

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SUMMARY: Annual Homecoming Parade is scheduled for September 19, 2014 at 4:00 p.m. to 5 p.m. The parade route will begin at the intersection of Oak Street and Orange Ave. It will proceed East on Oak Street to Volusia Ave. The Arcadia City Police will then lead the parade to the DeSoto High.

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FISCAL IMPACT: \_\_\_\_\_  
 Capital Budget  
 Operating  
 Other

ATTACHMENTS:  Ordinance  Resolution  Budget  Other

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Department Head: Carl A. McQuay Date: 08/19/14

Finance Director (As to Budget Requirements) Date:

City Attorney (As to Form and Legality) Date:

City Administrator: Tom Slaughter Date:

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

## SPECIAL EVENTS

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

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

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

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

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

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

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

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

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

Cynthia L. Mizell  
Signature of Applicant/Event Sponsor

Cynthia L. Mizell  
PRINTED Name of Above

7-24-14  
Date

863-494-3434  
Contact Phone #



City of Arcadia
SPECIAL EVENT PERMIT APPLICATION

Date Submitted: 7-24-14
Event Name: Homecoming Parade
Event Location: Downtown Arcadia, streets between Trinity Methodist & the Tree of Knowledge
Date(s) of Event: Sept. 19 Hours of Event: 4:00 pm - 5:00 pm
Expected Attendance:
Event Sponsor: DHS Student Government Non-Profit? [X] YES [ ] NO
Description of Event: Homecoming parade to include this year's Homecoming court, last year's King and queen, as well as local dignitaries; Homecoming floats
Contact Person: Cynthia Mize II Telephone: (863) 494-3434
Fax #: 863-494-7867 Email: Cynthia.MizeII@desoto.edu
Insurance Carrier:

Insurance Agent: See below Agent's Phone:

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

If Yes, please specify locations:

Other Pertinent Information: Insurance information on file at Desoto County School Board. Lou McDonald

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

Received by: [Signature] Date: 8/4/14
City Marshal [ ] Approved [ ] Disapproved
City Administrator [ ] Approved [ ] Disapproved
City Council [ ] Approved [ ] Disapproved

INDEMNIFICATION & HOLD HARMLESS

I, Cynthia Mizell as Bookkeeper of DeSoto Co. High School 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 Homecoming Parade to be held at Downtown, Arcadia streets between on Sept. 19th Trinity United Methodist and The tree of knowledge

By: Cynthia Mizell Printed Name: Cynthia L. Mizell Entity Name: DeSoto High School

Its: \_\_\_\_\_ Date: 8-4-14

STATE OF FLORIDA COUNTY OF DeSoto

Sworn to and subscribed before me this 4 day of August, 2010, by Cynthia Mizell as Bookkeeper of DeSoto Co. High School who [ ] is personally known to me or [] has produced FL Drivers Lic# as identification.



DENA K. DURAN NOTARY PUBLIC STATE OF FLORIDA Comm# EE087400 Expires 4/25/2015 (SEAL)

M240-112-69-826-0 Dena K. Duran NOTARY PUBLIC

# AGENDA No. 6



CITY COUNCIL AGENDA ITEM

Requested Council Meeting Date: August 19, 2014

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DEPARTMENT: Planning and Zoning

SUBJECT: Antique Association Fair of Arcadia

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RECOMMENDED MOTION:

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

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

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FISCAL IMPACT: \_\_\_\_\_  Capital Budget  
 Operating  
 Other

ATTACHMENTS:  Ordinance  Resolution  Budget  Other

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Department Head: Carl A. McQuay Date: 08/15/14

Finance Director (As to Budget Requirements) Date:

City Attorney (As to Form and Legality) Date:

City Administrator: Tom Slaughter Date:

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

RECEIVED  
7-11-14  
RM

## SPECIAL EVENTS

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

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

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

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

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

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

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

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

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

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

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

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

*Sheri Fink*  
Signature of Applicant/Event Sponsor

7-11-14  
Date

Sheri Fink  
PRINTED Name of Above

863-494-0232 (S.Fink)  
Contact Phone #

863-494-2500 (Mrs Rife)



City of Arcadia
SPECIAL EVENT PERMIT APPLICATION

Date Submitted: July 11, 14
Event Name: Antique Fair of Arcadia Association
Event Location: Oak St, side street Park, Orange Ave
Date(s) of Event: 4th Saturday Hours of Event: 6 AM - 3 PM
Expected Attendance: up to 5000 people during season
Event Sponsor: Antique Assoc of Arcadia Non-Profit? X YES
Description of Event: Vendor/dealer from all over USA setting up Antiques up to 1950's & selling their wares

Contact Person: Steve Fink Telephone: 863 494-0232
Fax #: Email: Finkville@yahoo.com
Insurance Carrier: Charlotte Insurance Agency, Inc
Insurance Agent: Judy Blomquist Agent's Phone: 941-625-0717

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

If Yes, please specify locations: Request a walk through to show a present of police officers
Other Pertinent Information:

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

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

INDEMNIFICATION & HOLD HARMLESS

I, Sheri Fink, as President of Antique Assoc of Arcadia, do hereby agree to hold the City of Arcadia, its agents and employees, harmless and indemnify same from any civil actions or claims of any nature made in connection with the event known as the Antique Fair with SAT to be held at Oak St park, Polk on the 4th Sat of every month

By: Sheri Fink  
(Signature)

Printed Name: Sheri Fink

Entity Name: Antique Assoc of Arcadia

Its: \_\_\_\_\_

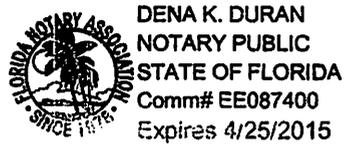
Date: July 11, 14

STATE OF FLORIDA  
COUNTY OF Desoto

Sworn to and subscribed before me, this 31 day of July, 2014 by Sheri Fink, as President of Antique Assoc. of Arcadia who [ ] is personally known to me or  has produced FL DL # as identification F520-781-57-551-0 EXP 02/11/2019

Dena K. Duran  
NOTARY PUBLIC

(SEAL)





Charlotte Insurance Agency, Inc.



September 17, 2013

Antique Association of Arcadia  
PO Box 3400  
Arcadia, FL 34265

Dear Flo:

Attached, we are pleased to forward the following policy that has been issued for the 2013-2014 term:

- Commercial General Liability written through First National Insurance Company of America- Policy #01-CH-298026-8.

I have reviewed the policy, and all of your coverages appear to be in order. Please read through the policy as well, and if you have any questions or concerns, please do not hesitate to contact me at any time. I will be here to assist you in any way that I can.

Thank you so very much for again allowing us the privilege of working with you to meet your commercial insurance needs. Your trust in our agency is most gratefully appreciated.

Sincerely,

Judy Bloomquist  
Commercial Lines Customer Service Representative



**Your Independent Montgomery Insurance Agent:**

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

(941) 625-0717

ANTIQUÉ ASSOCIATION OF ARCADIA  
PO BOX 3400  
ARCADIA, FL 34265

**Your**

**COMMERCIAL INSURANCE POLICY**

**FIRST NATIONAL INSURANCE CO. OF AMERICA**

A Stock Company  
Safeco Plaza  
Seattle, WA 98185-0001

FIRST NATIONAL INSURANCE CO. OF AMERICA

SEATTLE, WASHINGTON  
COMMERCIAL INSURANCE POLICY

NAMED  
INSURED  
AND  
MAILING  
ADDRESS

ANTIQUE ASSOCIATION OF ARCADIA  
PO BOX 3400  
ARCADIA, FL 34265

RENEWAL DECLARATIONS

POLICY NUMBER 01-CH-298026-8  
RENEWAL OF 01-CH-298026-7 09-06

AGENT  
NAME  
AND  
ADDRESS

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

POLICY PERIOD FROM 09-20-13 TO 09-20-14 12:01 AM  
STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE.

0946242 (941) 625-0717

THE TOTAL ESTIMATED PREMIUM FOR THE POLICY TERM IS \$481.47.  
YOU WILL BE BILLED THROUGH YOUR CUSTOMER ACCOUNT #623-0141-390-02.  
THIS POLICY IS SUBJECT TO A FINAL AUDIT.

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, THE COMPANIES INDICATED ON THE SPECIFIC COVERAGE PART DECLARATIONS AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

THIS RENEWAL SERVES THE SAME PURPOSE AS WRITING A NEW POLICY WITH THE SAME PROVISIONS, CONDITIONS AND INSURING AGREEMENTS. THE INDIVIDUAL COVERAGE PART DECLARATIONS WHICH FOLLOW, LIST ALL OF THE FORMS THAT APPLY TO YOUR RENEWAL AND THOSE, IF ANY, WHICH NO LONGER APPLY. ONLY NEW OR REVISED FORMS ARE ATTACHED TO THIS RENEWAL. YOU MUST ADD THEM TO YOUR PRIOR POLICY.

COMMERCIAL GENERAL LIABILITY COVERAGE PART .....	\$	480.47
		<hr/>
		480.47
PREMIUM FOR CERTIFIED ACTS OF TERRORISM .....	\$	1.00
TOTAL POLICY PREMIUM .....	\$	481.47



COUNTERSIGNATURE

\_\_\_\_\_  
(DATE) BY \_\_\_\_\_  
(AUTHORIZED REPRESENTATIVE)

**FIRST NATIONAL INSURANCE CO. OF AMERICA**

**SEATTLE, WASHINGTON**

**PREMISES ADDRESSES**

**PAGE PR 1**

**NAMED INSURED: ANTIQUE ASSOCIATION OF ARCADIA**

**POLICY NUMBER: 01-CH-298026-8**

**PREMISES 1  
104 W OAK ST  
ARCADIA, FL 34266**

1770



COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS

PAGE CG 1

NAMED INSURED: ANTIQUE ASSOCIATION OF ARCADIA POLICY NUMBER: 01-CH-298026-8  
FORM OF BUSINESS: ORGANIZATION OTHER THAN A PARTNERSHIP OR JOINT VENTURE

-----  
L I M I T S O F I N S U R A N C E  
-----

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

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

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

COMMERCIAL GENERAL LIABILITY OTHER THAN PRODUCTS-COMPLETED OPERATIONS

PREMISES 1

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



FIRST NATIONAL INSURANCE CO. OF AMERICA

SEATTLE, WASHINGTON

POLICY FORMS

PAGE PF 1-LAST

NAMED INSURED: ANTIQUE ASSOCIATION OF ARCADIA

POLICY NUMBER: 01-CH-298026-8

THE FOLLOWING FORMS APPLY TO THIS POLICY:

COMMERCIAL GENERAL LIABILITY

- CG0001(1207) - COMMERCIAL GENERAL LIABILITY COV FORM
- CG0068(0509) - RECORDING AND DISTRIBUTION
- CG0220(1207) - FL CHANGES - CANCELLATION
- CG2002(1185) - ADDITIONAL INSURED--CLUB MEMBERS
- CG2147(1207) - EMPLOYMENT-RELATED PRACTICES EXCLUSION
- CG2167(1204) - FUNGI OR BACTERIA EXCLUSIO
- CG2170(0108) - CAP ON LOSSES - CERTIFIED ACTS TERRORISM
- CG7635(0207) - LIABILITY PLUS ENDORSEMENT
- CG8022(0207) - EMPLOYMENT PRACTICES LIABILITY
- CG8037(0207) - FLORIDA CHANGES-CANC & NON
- CG8613(1001) - EXCLUSION - ASBESTOS
- IL0017(1198) - COMMON POLICY CONDITIONS
- IL0021(0702) - NUCLEAR ENERGY LIABILITY ENDORSEMENT
- IL7201(0392) - COMPANY COMMON POL CONDITIONS
- 6-1886(0300) - FL SPEC NOTICE TO POLICYHO

1772



9-CC(PF) (0207)    NORTHEAST

(TEDBRO)

PREPARED 07-30-13

# SPECIAL NOTICE TO POLICYHOLDERS FLORIDA COMMERCIAL PROPERTY AND CASUALTY RISK MANAGEMENT PROGRAM

The Florida Risk Management Program (Rule 4-75.001) is available upon request to any commercial property or casualty insurance policyholder. A Risk Management Program is a series of steps or actions aimed to eliminate or reduce losses at your business.

The Risk Management Program offered by American States Insurance Companies includes:

1. A listing of Risk Management Program Guidelines for getting your management actively involved in loss control.
2. A Self-Inspection Questionnaire designed to help you identify and control current hazards that can increase the chance of loss in your operation.

Additional Risk Management services are available upon request. There may be an additional charge for some services.

You can enroll in the Florida Risk Management Program by returning the form at the bottom of this page to American States Insurance Companies.

If you have any questions on the Florida Risk Management Program, please contact your independent agent listed on the declarations page of your policy.

-----  
**FLORIDA COMMERCIAL PROPERTY AND CASUALTY RISK MANAGEMENT PROGRAM**

Yes, I would like to enroll in the Florida Risk Management Program.

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

Phone Number: (\_\_\_\_) \_\_\_\_\_

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

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Policy Number: \_\_\_\_\_

Send this portion to:

American States Insurance Companies  
Eastern Territory Loss Control Department  
P.O. Box 100027  
Duluth, Georgia 30096-0027



1773



# AGENDA No. 7



CITY COUNCIL AGENDA ITEM  
Requested Council Meeting Date: August 19, 2014

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DEPARTMENT: Planning and Zoning

SUBJECT: Placement of Historical Marker at the Tree Of Knowledge

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RECOMMENDED MOTION:

Approval of placement of marker

---

SUMMARY: The Desoto County Historical Society and the Daughter of the American Revolution Peace River Chapter is requesting to place a historical mark at the tree of knowledge.

---

FISCAL IMPACT: \_\_\_\_\_

Capital Budget

Operating

Other

ATTACHMENTS:  Ordinance  Resolution  Budget  Other

---

Department Head: Carl A. McQuay

Date: 08/19/14

Finance Director (As to Budget Requirements)

Date:

City Attorney (As to Form and Legality)

Date:

City Administrator: Tom Slaughter

Date:

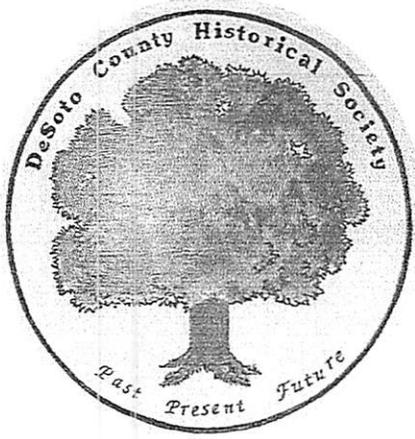
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COUNCIL ACTION:  Approved as Recommended

Disapproved

Tabled Indefinitely  Tabled to Date Certain \_\_\_\_\_

Approved with Modifications



DeSoto County Historical Society, Inc.  
P.O. Box 1824  
Arcadia, FL 34265  
[www.historicdesoto.org](http://www.historicdesoto.org)

**To preserve and promote the history of DeSoto  
County, Florida, for future generations.**

August 6, 2014

Mr. Carl McQuay  
City Planner / Community Development  
City of Arcadia  
23 N. Polk Avenue  
Arcadia, FL 34266

**RE: Permission to install a Florida Historic Marker for the Arcadia Historic District  
in Arcadia's Tree of Knowledge Park**

Dear Mr. McQuay:

Please accept this letter as an official request from the DeSoto County Historical Society and the Daughters of the American Revolution Peace River Chapter for permission to place a Florida Historic Marker for the Arcadia Historic District in the City of Arcadia's Tree of Knowledge Park. I am working with Dr. Carl Shiver of the State's Division of Historic Resources to submit an application to have the marker text approved. The Society and the DAR Chapter have raised more than half the money to fund the marker, and the DAR Chapter will request a matching grant from the National DAR to fund the balance.

As you know, the Arcadia Historic District was placed on the National Register of Historic Places in 1984, yet most visitors to our city--as well as many residents--do not know about it. A Florida Historic Marker for the Arcadia Historic District will benefit the community by providing education about the district itself as well as the City of Arcadia's history and historical significance. The Florida Historic Markers Web site--and other publications (in print and online) that include information about the markers--will promote Arcadia as a destination for those who want to learn about Florida's history.

I had prepared a presentation for the City Council last August, but it was included in the agenda for the meeting on August 6, 2013, which I could not attend. (I had asked that it not be discussed

until the following meeting as I was scheduled to be out of town at a family reunion on August 6; however, my request was ignored.) At that time, the Society and the DAR Chapter were asking the City for "support"--both monetary and permission to install the marker at the Tree of Knowledge Park. The Council voted to discuss the request after the budget was completed in October. To my knowledge, it was never brought back to the Council.

At this point, we are only requesting that the City of Arcadia grant us permission to install the Florida Historic Marker in the Tree of Knowledge Park. (The marker will be similar to the one for the Arcadia City Hall that is installed outside of the old City Hall building.) We need this permission to submit our application for the marker to the Division of Historic Resources by August 16.

I thank you--in advance--for your consideration of the Society's request, and for your continued assistance in our efforts to preserve and promote the history of Arcadia and DeSoto County for future generations.

Yours sincerely,

Carol Mahler, Coordinator  
The DeSoto County Historical Society's  
Howard and Velma Melton Historical Research Library

**FLORIDA HISTORICAL MARKER APPLICATION**  
**HR3E171294**  
**Arcadia Historic District continuation pages**

**8. Proposed text for the Florida Historic Marker for the Arcadia Historic District**  
**1,228 characters for a Standard Marker of 19 lines, 1,235 characters**  
(The same text will appear on both sides of the marker.)

Listed on the National Register of Historic Places in 1984, the Arcadia Historic District comprises fifty-eight blocks and 340 acres that embody the city's development from the founding of its post office in 1883 through the late 1920s. The Town of Arcadia was incorporated in 1886 following the arrival of the first train that year and the area's subsequent growth. In November 1888, voters selected Arcadia as the county seat of DeSoto County established in May 1887. Finally, the City of Arcadia was incorporated in 1901. The district's heart is a commercial zone built between 1900 and the late 1920s and extending eighteen blocks. The three structures that survived the devastating 1905 downtown fire--and those rebuilt--are generally masonry vernacular; the most imposing is the 1912 monumental Classical Revival courthouse (one block to the east). Surrounding the commercial area are residential neighborhoods of predominately frame-vernacular homes in many late nineteenth- and early twentieth-century styles. The remarkable historical and architectural integrity of the district is reflected in its churches, private residences, and schools, as well as commercial, entertainment, governmental, and industrial buildings.

**At the base of plaque, the sponsor line:**  
Peace River Chapter of the Daughters of the American Revolution  
and DeSoto County Historical Society

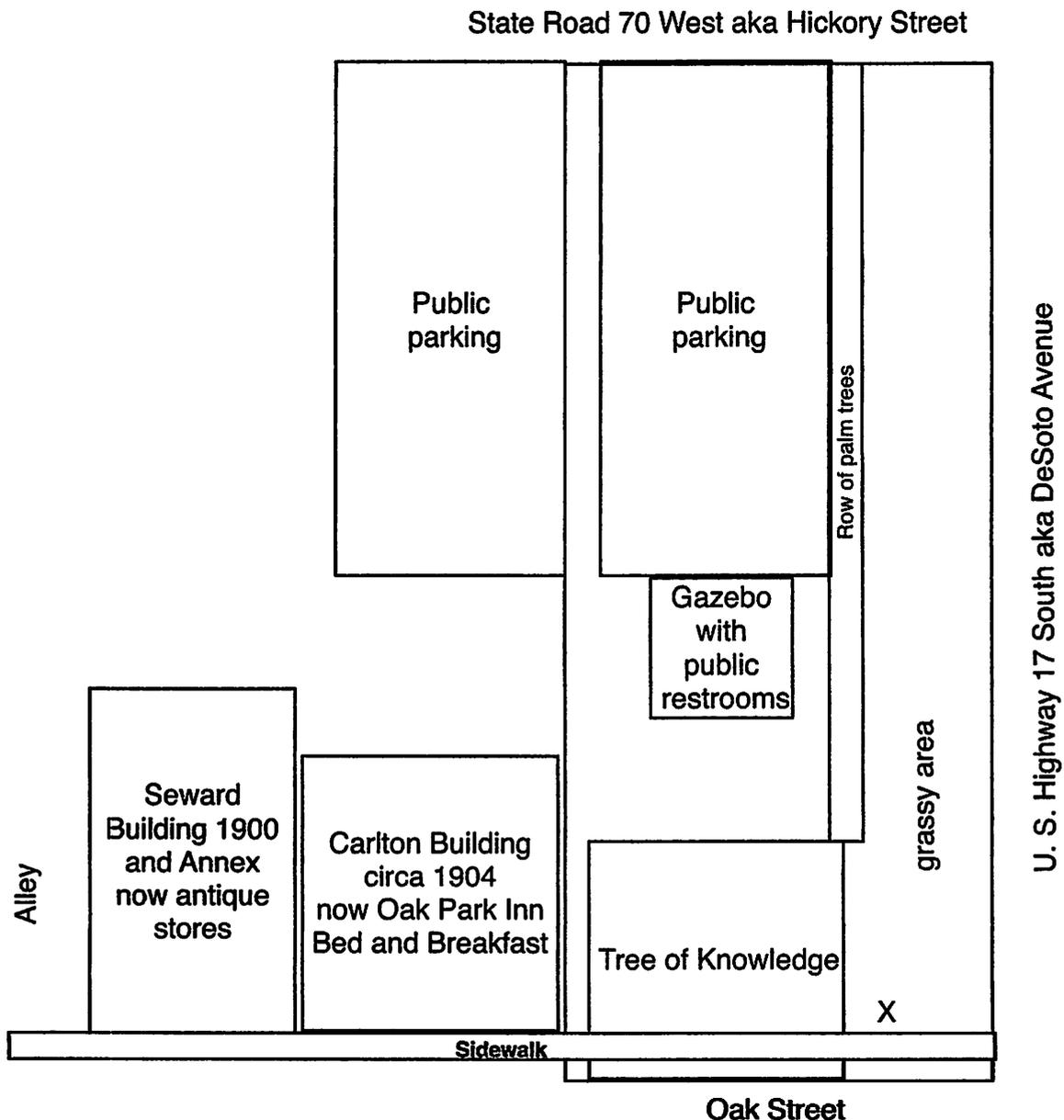
**FLORIDA HISTORICAL MARKER APPLICATION**  
**HR3E171294**  
**Arcadia Historic District continuation pages**

9. Required Documentation.

Florida Master Site File Number DE00383. The Site File Forms are attached.

Major Bibliographical References are detailed in the Arcadia Historic District National Register of Historic Places Nomination application which is in the Florida Master Site File for DE00383. Bibliography copied from the file is attached.

Maps: A map showing the location of the resource is part of the Florida Master Site File Form which is attached. (The Arcadia Historic District is 58 blocks and 340 acres.) A site plan of the City of Arcadia's Tree of Knowledge Park is below, showing the proposed placement of the Florida Historic Marker with "X".



FLORIDA MASTER SITE FILE  
Site Inventory Form

Site No. 8De383

Site Name ARCADIA HISTORIC DISTRICT Survey Date \_\_\_\_\_  
Address of Site ARCADIA  
Instruction for locating BOUNDED ROUGHLY ON THE NORTH BY IMOGENE ST. ON  
THE EAST BY MILLS AVENUE, ON THE SOUTH BY PINE STREET ON THE WEST BY LEEAV.  
Location \_\_\_\_\_  
Subdivision name \_\_\_\_\_ block no. \_\_\_\_\_ lot no. \_\_\_\_\_

County DE SOTO  
District name if applicable ARCADIA HISTORIC DISTRICT  
Owner of Site: Name MULTIPLE OWNERSHIP  
Address \_\_\_\_\_

Type of Ownership PUBLIC / PRIVATE Recording Date APRIL 1984  
Recorder: Name & Title HISTORIC PROPERTY ASSOCIATES  
Address P.O. BOX 1002  
ST. AUGUSTINE FL 32085

Condition of Site:	Integrity of Site:	Original Use <u>VARIOUS</u>
Check One	Check One or More	Present Use <u>VARIOUS</u>
<input checked="" type="checkbox"/> Excellent	<input checked="" type="checkbox"/> Altered	Dates <u>1923 - 1930</u>
<input checked="" type="checkbox"/> Good	<input checked="" type="checkbox"/> Unaltered	Cultural/Phase <u>AMERICAN</u>
<input checked="" type="checkbox"/> Fair	<input type="checkbox"/> Original Use	Period <u>19TH &amp; 20TH CENTURIES</u>
<input type="checkbox"/> Deteriorated	<input type="checkbox"/> Restored/Date	
	<input type="checkbox"/> Moved/Date	

NR Classification Category DISTRICT Date listed on NR 5-84

Threats to Site:

Check One or More

<input checked="" type="checkbox"/> Zoning	<input checked="" type="checkbox"/> Transportation
<input checked="" type="checkbox"/> Development	<input type="checkbox"/> Fill
<input checked="" type="checkbox"/> Deterioration	<input type="checkbox"/> Dredge
<input type="checkbox"/> Borrowing	
<input type="checkbox"/> Other (See Remarks Below)	

Areas of Significance: ARCHITECTURE, COMMERCE, EDUCATION,  
EXPLORATION, MILITARY, POLITICS, TRANSPORTATION  
Significance:

SEE NOMINATION

ATE

Architect VARIOUS  
 Builder VARIOUS  
 Style and/or Period VARIOUS  
 Plan Type \_\_\_\_\_  
 Exterior Fabric(s) \_\_\_\_\_  
 Structural System(s) \_\_\_\_\_  
 Porches \_\_\_\_\_  
 Orientation \_\_\_\_\_  
 Foundation \_\_\_\_\_  
 Roof Type \_\_\_\_\_  
 Secondary Roof Structure(s) \_\_\_\_\_  
 Roof Surfacing \_\_\_\_\_  
 Window Type \_\_\_\_\_  
 Ornament Exterior \_\_\_\_\_  
 Chimney \_\_\_\_\_  
 Chimney Location \_\_\_\_\_  
 No. of Chimneys \_\_\_\_\_ No. of Stories \_\_\_\_\_  
 No. of Dormers \_\_\_\_\_ Outbuildings \_\_\_\_\_  
 Surroundings \_\_\_\_\_  
 Map Reference (incl. scale & date) ARCADIA 1:24,000

Latitude and Longitude: \_\_\_\_\_  
 Site Size (Approx. Acreage of Property) APX. 340 ACRES

LOCATION SKETCH OR MAP N  
 SEE NOMINATION

Township	Range	Section
_____	_____	_____

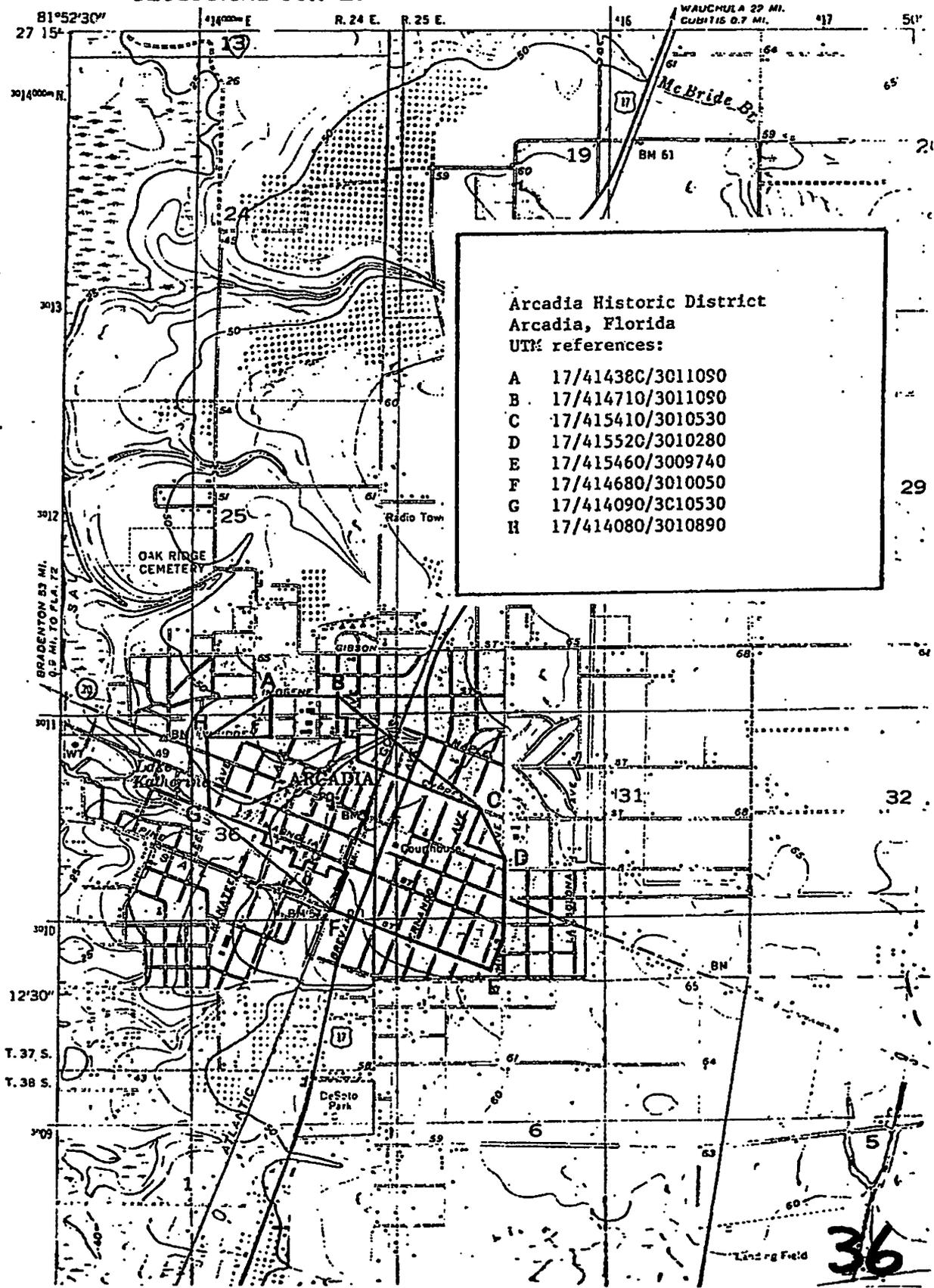
UTM Coordinates: CENTER OF DISTRICT

17 414840 3010500  
 Zone Easting Northing

Photographic Records Number \_\_\_\_\_  
 Please attach Photographic Print

38 14 SW  
LIMESTONE

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
GEOLOGICAL SURVEY



Arcadia Historic District  
Arcadia, Florida  
UTM references:

A	17/41438C/30110S0
B	17/414710/30110S0
C	17/415410/3010530
D	17/41552C/3010280
E	17/415460/3009740
F	17/414680/3010050
G	17/414090/3010530
H	17/414080/3010890

\*Original  
 Update  
 Give site# at  
 right



**Resource Group Form**  
**Districts, Landscapes, Building Complexes**  
**Florida Master Site File**  
**Version 2.2 Dec 2005**

Site # DE383  
 Recorder# \_\_\_\_\_  
 Field Date \_\_\_\_/\_\_\_\_/\_\_\_\_  
 Form Date 10\_\_/30\_\_/06\_\_

**NOTE:** Use this form to document the resources described in the box below. In each case, multiple contributing (and non-contributing) cultural resources should also be documented individually at the Site File. Do not use this form for NR multiple property submissions: NR multiple property submissions (MPSs) are treated as Site File manuscripts, while individual NR resources and districts listed under a given MPS cover each have the MPS manuscript number in the "Survey #" field.

Check the ONE box that best describes the Resource Group:

A  **Historic district** (coded "district" on NR Nomination): buildings and NR structures only: NO archaeological sites  
 B  **Archaeological district** (coded "district" on NR Nomination): archaeological sites only: NO buildings or NR structures  
 C  **Mixed district** (NR category "district"): includes more than one type of cultural resource (example: archaeological sites and buildings)  
 D  **FMSF building complex** (coded "building(s)" on Nomination): multiple buildings in close spatial and functional association  
 E  **Designed historic landscape** (coded "district" or "site" on NR Nomination): can include multiple resources (see National Register Bulletin 18, page 2 for more detailed definition and examples: e.g. parks, golf courses, campuses, resorts, etc.)  
 F  **Rural historic landscape** (coded "district" or "site" on NR Nomination): can include multiple resources and not formally designed (see National Register Bulletin, Guidelines for Evaluating and Documenting Rural Historic Landscapes for more detailed definition and examples: e.g. farmsteads, fish camps, lumber camps, traditional ceremonial sites, etc.)

Resource Group Name ARCADIA HISTORIC DISTRICT Multiple Listing [DHR only]  
 Project Name SO653ARCADIA PRESERVATION PROJECT FMSF Survey #  
 National Register Category (please check one):  building(s)  structure  district  site  object

**LOCATION & MAPPING**

Address (if applicable, include N,S,E,W; #; St, Ave., etc.) NA  
 Nearest City/Town within 3 miles ARCADIA In Current City Limits?  yes  no  unknown  
 County or Counties (do not abbreviate) DESOTO  
 Ownership (Please check one):  private-profit  private-individual  city  county  Native American  various  
 private-nonprofit  private-unspecified  state  federal  foreign  unknown

Name of Public Tract (e.g., park) MCSWAIN PARK  
 1) Township 37S Range 24E Section 36 ¼ section:  NW  SW  SE  NE  Irregular-name: \_\_\_\_\_  
 2) Township \_\_\_\_\_ Range \_\_\_\_\_ Section \_\_\_\_\_ ¼ section:  NW  SW  SE  NE  Irregular-name: \_\_\_\_\_  
 3) Township \_\_\_\_\_ Range \_\_\_\_\_ Section \_\_\_\_\_ ¼ section:  NW  SW  SE  NE  Irregular-name: \_\_\_\_\_  
 4) Township \_\_\_\_\_ Range \_\_\_\_\_ Section \_\_\_\_\_ ¼ section:  NW  SW  SE  NE  Irregular-name: \_\_\_\_\_

USGS 7.5' Map Name(s) & Date(s) (boundaries must be plotted on attached photocopy of map; label with map name and publication date)  
ARCADIA QUADRANGLE/1998  
 Plat, aerial, or other map (map's name, originating office with location) ARCADIA HISTORIC DISTRICT/PAPO BOX 1002/ST. AUGUSTINE, FL32085  
 Landgrant \_\_\_\_\_

Verbal Description of Boundaries (description does not replace required map) E: MILLS AVE; N: CYPRESS, WHIDDEN, HICKORY STS; W: LEE AVE.; S: MAGNOLIA/PINE STS.

DHR USE ONLY ***** OFFICIAL EVALUATIONS ***** DHR USE ONLY			
NR DATE ____/____/____	KEEPER-NR ELIGIBILITY <input type="checkbox"/> yes <input type="checkbox"/> no	Date	____/____/____
DELIST DATE ____/____/____	SHPO-NR ELIGIBILITY: <input type="checkbox"/> yes <input type="checkbox"/> no <input type="checkbox"/> potentially ellg. <input type="checkbox"/> insufficient info	Date	____/____/____
	LOCAL DESIGNATION: _____	Date	____/____/____
	Local office _____		
NR Reference Number _____	NR Criteria for Evaluation <input type="checkbox"/> a <input type="checkbox"/> b <input type="checkbox"/> c <input type="checkbox"/> d	If covered by MPS, FMSF manuscript#	_____

Resource Group Form

Site # \_\_\_\_\_

Florida Master Site File

Version 2.2

DESCRIPTION & HISTORY

Construction date: 1888 (Year) \_\_\_\_\_

Approximately (Year) \_\_\_\_\_

Earlier than (Year) \_\_\_\_\_

Later than (Year) \_\_\_\_\_

Builder (last name first): \_\_\_\_\_

Architect/Designer (last name first): \_\_\_\_\_

Total number of individual resources included in this Resource Group: # of contributing \_\_\_\_\_

# of non-contributing 114 \_\_\_\_\_

Time period(s) of significance (for prehistoric districts, use archaeological phase name and approximate dates; for historical districts, use date range(s), e.g. 1886-1956

Narrative Description (National Register Bulletin 164 pp. 33-34; fit a summary into 3 lines, but attach supplementary sheets) if a longer description is also needed) SEE CONTINUATION SHEET

RESEARCH METHODS (Check all that apply)

- formal archaeological survey
- informal archaeological inspection
- Public Lands Survey (DLP)
- tax records/property deeds
- tax records only
- interior inspection
- other methods (specify) \_\_\_\_\_
- past surveys search at FMSF
- local library research
- past sites search at FMSF
- non-local library research
- FL Archives (Gray Building)
- FL Photo Archives (Gray Building)
- occupant/owner interview
- neighbor interview
- local maps
- subdivision maps
- plat maps
- local newspaper files
- local library research
- building permits
- demolition permits
- commercial permits
- occupation permits

RECORDERS OPINION OF RESOURCE SIGNIFICANCE

Potentially eligible individually for National Register of Historic Places?  yes  no  insufficient information

ARCHITECTURE/COMMUNITY PLANNING AND DEVELOPMENT

Expansion of Evaluation (required, see National Register Bulletin 164 p. 48-49. Attach longer statement, if needed, on separate sheet) SEE CONTINUATION SHEET

FURTHER INFORMATION

Location of important records not submitted to the Site File (e.g., planning department files; photo negatives; field notes) HISTORIC PROPERTY ASSOCIATES/PO BOX 1002/ST. AUGUSTINE, FL 32085

RECORDER

Name (last name first) / Address / Phone / Fax / Email / Attention WEAVER, PAUL/PO BOX 1002, ST AUGUSTINE, FL 32085/ (904) 824-5178/FAX (904) 823-2152

ATTACHMENTS:

- (1) Photocopied USGS 7.5' map with district borders in red
- (2) Street map or plat or aerial, at least 1"=400' scale; resources mapped & labeled
- (3) At least one 8x11 photographic print at least 30X; general streetscape or view; optional: aerial photographs, views of typical resources (see FMSF photo req.)
- (4) Tabulation of all included resources (Name, FMSF #, Contributing? Y/N, resource category, street address or township-range-section if no address)

CONTINUATION SHEET

BIBLIOGRAPHY

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CONTINUATION SHEET

BIBLIOGRAPHY (continued):

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(See Continuation Sheet)

CONTINUATION SHEET

BIBLIOGRAPHY (continued):

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Arcadia City Hall

City Council Minutes, 1901ff

City Ordinances, 1901ff

(See Continuation Sheet)

CONTINUATION SHEET

BIBLIOGRAPHY (continued):

DeSoto County Courthouse

Deed Records, 1880ff

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# AGENDA No. 8



## MEMORANDUM

TO: Arcadia City Council

FROM: Carl McQuay, City Planner

DATE: August 19, 2014

SUBJECT: Certificate of Appropriateness:

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

Background:

216 East Oak St. – Mr. Gary Frierson is proposing to: Wood repair to the exterior siding to prepare for painting.

Replace rotten or damage siding, fascia and rafter tails.

Re-roof house with metal roof.

Proposed material to be classic metal tin.

5 v. galvalume or another galvanized steel roof panel.

Finish color will be standard tin. (Color similar to Mosaic Office next Door)

Repaint house.

Existing color is green.

Propose to change to a light peach trimmed in a darker color from the same color family.

Construct a handicap ramp in rear of house.

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

- 1. in the case of a designated historic structure or historic site the proposed work would detrimentally change, destroy, or adversely affect any exterior feature of the improvement or site upon said work is to be done;*
- 2. in the case of the construction of a new improvement upon an historic site or within an historic district, the exterior of such improvement would adversely affect or not harmonize with the external appearance of other neighboring improvements on such site or within such district;*

3. *in the case of any property located in an historic district, the proposed construction, reconstruction, exterior alteration or demolition does not conform to the purpose and intent of this chapter and/or to the objectives and design criteria of any historic preservation plan approved for said district;*
4. *the building or structure is of such architectural or historical significance that its demolition would be detrimental to the public interest and contrary to the general welfare of the people of the city and state; or*
5. *in the case of a request for the demolition of a deteriorated building or structure, any economic hardship or difficulty claimed by the owner is self-created or is the result of any failure to maintain the property in good repair.*

**Findings:**

The proposed use is consistent with the City's adopted Comprehensive Plan and Zoning Map. City Council is guided in its final decision for architectural approval by Ordinance No. 955 – Historic Preservation and specifically, Section 60-5(c), Code of Ordinances, Regulation of Construction, Reconstruction, Alteration, and Demolition.

**Recommendation:**

The Historic Preservation Commission recommend approval. The Historic Preservation Commission advised the applicant to be present at City Council meeting to answer any question by the City Council.



**CERTIFICATE OF APPROPRIATENESS**  
(Historic Preservation Commission)

City of Arcadia Florida  
Community Development  
23 Polk Avenue North  
Arcadia, FL 34266  
(863) 494-4114

City Website: [arcadia-fl.gov](http://arcadia-fl.gov)



Fee: \$165.<sup>00</sup>

*Paid by check*  
R# 1333

File No.: 14 - 02 CA

The City's Historic Preservation Ordinance (No. 955) requires all proposed development activity within Arcadia's Historic Preservation District be controlled through a Certificate of Appropriateness application. The Historic Preservation Ordinance can be found under Chapter 60 of the Arcadia Code of Ordinances. Please note an application approved by the City of Arcadia is required for submittal along with your Building Permit application materials administered by the DeSoto County Building Department.

**APPLICANT'S INFORMATION**

(Agent or Contractor)

Name: GAILY FRIERSON

Organization: -

Address: 1 NORTH LUTHER AVE

City: ARCADIA

State: FL Zip Code: 34266

Telephone No.: ( 863 ) 558 0345

Email: flg@cyberstreet.com

**PROPERTY OWNER'S INFORMATION**

(Leave Blank if Same as Applicant)

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

Organization: \_\_\_\_\_

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

City: \_\_\_\_\_

State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone No.: ( ) \_\_\_\_\_

Email: \_\_\_\_\_

**I. Type of Building Structure and Development Activity Proposed**

- New Construction     Manufactured     Mobile     Addition     Demolition
- Shed     Ground Sign     Fence     Deck     Re-roofing

**II. Property Information**

Parcel Address (if assigned): 216 EAST OAK ST.

Parcel Identification Number: 25 37 24 0012 0400 0040

Subdivision, Block and Lot Nos.: TOWN OF ARCADIA 05 Lot 4 BIK. 40

**III. Zoning Information and Development Standards (for New Building Structures only)**

Zoning Map Designation: EXISTING STRUCTURE

Lot Size (sq. ft.): \_\_\_\_\_ Lot Length: \_\_\_\_\_ Lot Width: \_\_\_\_\_

Zoning Code Yard Setbacks:

Proposed Accessory Structure Setbacks:

_____ Front Yard	_____ Front Yard
(if corner lot) _____ Secondary Front Yard	(if corner lot) _____ secondary Front Yard
_____ Side Yard	_____ Side Yard
_____ Side Yard	_____ Side Yard
_____ Rear Yard	_____ Rear Yard
_____ 10' _____ Between Buildings (Per Code 110-631)	_____ Between Buildings

**IV. Site Plan and Property Improvement Materials – Please provide a copy of any property survey, site development plans, drawings, renderings, engineered plans, photos, vender specification sheets for prefabricated materials.**

Yes, please list attached exhibits: SURVEY - PROPERTY CARD - SCOPE PROPOSED WORK

None, I intend to utilize City provided site plan sheet. I understand that I am required to include ALL property information, proposed improvements, and other such project delineations that may be necessary to confirm code compliance and to ensure there are no utility services conflicts.

**I understand that an incomplete application will be returned and will delay permit review.**

Planning and Zoning Review:

- Approved
- Denied

Utility Systems Review:

- Approved
- Denied

Notes, Restrictions, and Permit Coordination:

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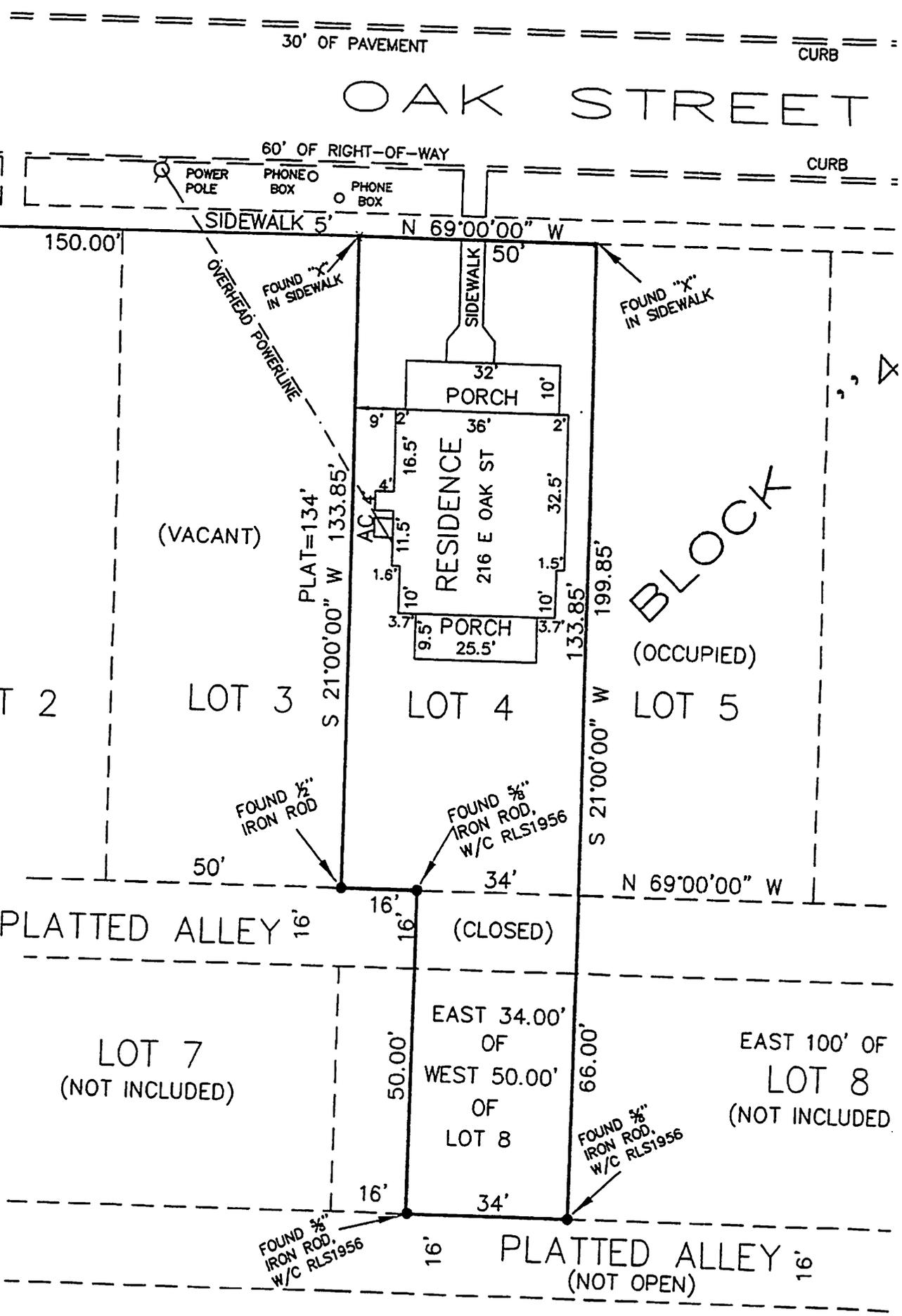
\_\_\_\_\_  
Zoning Inspector Signature

\_\_\_\_\_  
Utility Inspector Signature

Date: \_\_\_\_\_

Date: \_\_\_\_\_

FL



30' OF PAVEMENT

CURB

# OAK STREET

60' OF RIGHT-OF-WAY

CURB

POWER POLE  
PHONE BOX  
PHONE BOX

SIDEWALK 5'

N 69°00'00" W

150.00'

FOUND "X" IN SIDEWALK  
OVERHEAD POWERLINE

SIDEWALK 50'

FOUND "X" IN SIDEWALK

32' PORCH

(VACANT)

PLAT=134'  
S 21°00'00" W 133.85'

RESIDENCE  
216 E OAK ST

BLOCK

36' PORCH

(OCCUPIED)

LOT 2

LOT 3

LOT 4

LOT 5

FOUND 1/2" IRON ROD

FOUND 3/8" IRON ROD, W/C RLS1956

50'

34'

S 21°00'00" W 199.85'

N 69°00'00" W

PLATTED ALLEY 16'

(CLOSED)

LOT 7  
(NOT INCLUDED)

EAST 34.00'  
OF  
WEST 50.00'  
OF  
LOT 8

EAST 100' OF  
LOT 8  
(NOT INCLUDED)

FOUND 3/8" IRON ROD, W/C RLS1956

FOUND 3/8" IRON ROD, W/C RLS1956

PLATTED ALLEY 16'  
(NOT OPEN)

16'

16'

Parcel: 25-37-24-0012-0400-0040

Tax Collector

Property Card

Interactive GIS Map

<< Next Lower Parcel | Next Higher Parcel >>

Parcel List Generator

Print

Owner & Property Info

Search Result: 1 of 1

Owner's Name	FRIERSON GARY
Site Address	216 E OAK ST
Mailing Address	1 N LUTHER AVE ARCADIA, FL 34266-0000
Use Desc. (code)	SINGLE FAM (000100)
Tax District	1 (Within City Limits)
Neighborhood	400000
Land Area	0.153 ACRES
Market Area	04
Description	<b>NOTE: This description is not to be used as the Legal Description for this parcel in any legal transaction.</b>
TOWN OF ARCADIA O S LOT 4 & E 34 FT OF W 50 FT OF LOT 8 & ALLEY BTW IN BLK 40 IN SEC 31-37-25 INST:201314005855	

GIS Aerial



Property & Assessment Values

2013 Certified Values

Mkt Land Value	cnt: (1)	\$10,000.00
Ag Land Value	cnt: (0)	\$0.00
Building Value	cnt: (1)	\$40,343.00
XFOB Value	cnt: (2)	\$1,198.00
Total Appraised Value		\$51,541.00

Just Value	\$51,541.00
Class Value	\$0.00
Assessed Value	\$51,541.00
Exempt Value	\$0.00
Total Taxable Value	County: \$51,541.00   City: \$51,541.00 Other: \$51,541.00   School: \$51,541.00

Sales History

Show Similar Sales within 1/2 mile

Sale Date	OR Book/Page	OR Code	Vacant / Improved	Qualified Sale	Sale RCode	Sale Price
10/30/2013	201314005855	TX	I	U	11	\$6,100.00
8/2/2005	566/2763	WD	I	Q		\$164,000.00
8/21/2003	538/1114	SA	I	U	01	\$0.00

Building Characteristics

Bldg Sketch	Bldg Item	Bldg Desc	Year Blt	Ext. Walls	Heated S.F.	Actual S.F.
Show Sketch	1	SINGLE FAM (000100)	1924	SINGLE SID (04)	1482	2052
<b>Note:</b> All S.F. calculations are based on exterior building dimensions.						

Extra Features & Out Buildings

Code	Desc	Year Blt	Units	Dims	Condition (% Good)
1440	FENCE CB	1960	000054.000	0 x 0 x 0	(000.00)
0525	BARN-UC	1950	0000504.000	0 x 0 x 0	(000.00)

Land Breakdown

Lnd Code	Desc	Units	Zoning *
000100	SFR (MKT)	1 UT - (0000000.153AC)	P-1

\* NOTE: The Property Appraiser's Office is NOT responsible for the accuracy of the zoning. To verify the zoning, please call the Planning & Zoning Department at 863-993-4806.

# AGENDA No. 9



CITY COUNCIL AGENDA ITEM  
Requested Council Meeting Date: August 19, 2014

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DEPARTMENT: Legal

SUBJECT: Ordinance 1000 regarding Florida Power and Light Franchise Agreement

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RECOMMENDED MOTION: Council Approval

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SUMMARY:

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FISCAL IMPACT: \_\_\_\_\_ ( ) Capital Budget  
( ) Operating  
( ) Other

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

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Department Head: \_\_\_\_\_ Date: \_\_\_\_\_

Finance Director (As to Budget Requirements) \_\_\_\_\_ Date: \_\_\_\_\_

City Attorney (As to Form and Legality) \_\_\_\_\_ Date: \_\_\_\_\_

City Administrator: Tom Slaughter \_\_\_\_\_ Date: \_\_\_\_\_

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

**ORDINANCE NO. 1000**

**AN ORDINANCE GRANTING TO FLORIDA POWER & LIGHT COMPANY, ITS SUCCESSORS AND ASSIGNS, AN ELECTRIC FRANCHISE, IMPOSING PROVISIONS AND CONDITIONS RELATING THERETO, PROVIDING FOR MONTHLY PAYMENTS TO THE CITY OF ARCADIA, AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City Council of the City of Arcadia, Florida recognizes that the City of Arcadia and its citizens need and desire the continued benefits of electric service; and

**WHEREAS**, the provision of such service requires substantial investments of capital and other resources in order to construct, maintain and operate facilities essential to the provision of such service in addition to costly administrative functions, and the City of Arcadia does not desire to undertake to provide such services; and

**WHEREAS**, Florida Power & Light Company (FPL) is a public utility which has the demonstrated ability to supply such services; and

**WHEREAS**, there is currently in effect a franchise agreement between the City of Arcadia and FPL, the terms of which are set forth in City of Arcadia Ordinance No. 787, passed and adopted November 6, 1984, and FPL's written acceptance thereof dated November 28, 1984, granting to FPL, its successors and assigns, a thirty (30) year electric franchise ("Current Franchise Agreement"); and

**WHEREAS**, FPL and the City of Arcadia desire to enter into a new agreement (New Franchise Agreement) providing for the payment of fees to the City of Arcadia in exchange for the nonexclusive right and privilege of supplying electricity and other services within the City of Arcadia free of competition from the City of Arcadia, pursuant to certain terms and conditions, and

**WHEREAS**, the City Council of the City of Arcadia deems it to be in the best interest of the City of Arcadia and its citizens to enter into the New Franchise Agreement prior to expiration of the Current Franchise Agreement;

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ARCADIA, FLORIDA:**

Section 1. There is hereby granted to Florida Power & Light Company, its successors and assigns (hereinafter called the "Grantee"), for the period of 30 years from the effective date hereof, the nonexclusive right, privilege and franchise (hereinafter called "franchise") to construct, operate and maintain in, under, upon, along, over and across the present and future roads, streets, alleys, bridges, easements, rights-of-way and other public places (hereinafter called "public rights-of-way") throughout all of the incorporated areas, as such incorporated areas may be constituted from time to time, of the City of Arcadia, Florida, and its successors (hereinafter called the "Grantor"), in accordance with the Grantee's customary practice with respect to construction and maintenance, electric light and power facilities, including, without limitation, conduits, poles, wires, transmission and distribution lines, and all other facilities installed in conjunction with or ancillary to all of the Grantee's operations (hereinafter called "facilities"), for the purpose of supplying electricity and other services to the Grantor and its successors, the inhabitants thereof, and persons beyond the limits thereof.

Section 2. The facilities of the Grantee shall be installed, located or relocated so as to not unreasonably interfere with traffic over the public rights-of-way or with reasonable egress from and ingress to abutting property. It is the intent of the foregoing provision that all lanes of travel shall remain accessible for use by vehicular traffic at all times, except

from time to time as necessary for installation, maintenance, repair and removal. To avoid conflicts with traffic, the location or relocation of all facilities shall be made as representatives of the Grantor may prescribe in accordance with the Grantor's reasonable rules and regulations with reference to the placing and maintaining in, under, upon, along, over and across said public rights-of-way; provided, however, that such rules or regulations (a) shall not prohibit the exercise of the Grantee's right to use said public rights-of-way for reasons other than unreasonable interference with motor vehicular traffic, (b) shall not unreasonably interfere with the Grantee's ability to furnish reasonably sufficient, adequate and efficient electric service to all of its customers, and (c) shall not require the relocation of any of the Grantee's facilities installed before or after the effective date hereof in public rights-of-way unless or until widening or otherwise changing the configuration of the paved portion of any public right-of-way used by motor vehicles causes such installed facilities to unreasonably interfere with motor vehicular traffic. Such rules and regulations shall recognize that above-grade facilities of the Grantee installed after the effective date hereof should be installed near the outer boundaries of the public rights-of-way to the extent possible. When any portion of a public right-of-way is excavated by the Grantee in the location or relocation of any of its facilities, the portion of the public right-of-way so excavated shall within a reasonable time be replaced by the Grantee at its expense and in as good condition as it was at the time of such excavation. The Grantor shall not be liable to the Grantee for any cost or expense in connection with any relocation of the Grantee's facilities required under subsection (c) of this Section, except, however, the Grantee shall be entitled to reimbursement of its costs from others and as may be provided by law.

Section 3. The Grantor shall in no way be liable or responsible for any accident, personal injury, property damage or any claim or damage that may occur in the construction, operation, installation, removal, repair, relocation or maintenance by the Grantee, its employees, agents, contractors, subcontractors, sub-lessees or licensees, in connection with or in relation to its facilities hereunder. Grantee's acceptance of the franchise granted pursuant to this New Franchise Agreement shall be deemed an agreement on the part of the Grantee to indemnify the Grantor, its officials, employees, and agents and to hold Grantor, its officials, employees and agents harmless against any and all liability, loss, cost, damage, claim, third-party claim, demand, or expense which may accrue to the Grantor by reason of the negligence, default or misconduct of the Grantee in the construction, operation, installation, removal, repair, relocation or maintenance of Grantee's facilities hereunder. For an additional Ten Dollars (\$10.00) paid to Grantee, and for other good and valuable consideration, Grantee's receipt of which is hereby acknowledged, Grantee agrees that it has received sufficient consideration for its agreement to indemnify Grantor, and Grantor's officials, employees and agents, as set forth above.

Section 4. All rates and rules and regulations established by the Grantee from time to time shall be subject to such regulation as may be provided by law.

Section 5. As a consideration for this franchise, the Grantee shall pay to the Grantor, commencing 90 days after the effective date hereof, and each month thereafter for the remainder of the term of this franchise, an amount which added to the amount of all licenses, excises, fees, charges and other impositions of any kind whatsoever (except ad valorem property taxes and non-ad valorem tax assessments on property) levied or

imposed by the Grantor against the Grantee's property, business or operations and those of its subsidiaries during the Grantee's monthly billing period ending 60 days prior to each such payment will equal 5.9 percent of the Grantee's billed revenues, less actual write-offs, from the sale of electrical energy to residential, commercial and industrial customers (as such customers are defined by FPL's tariff) within the incorporated areas of the Grantor for the monthly billing period ending 60 days prior to each such payment, and in no event shall payment for the rights and privileges granted herein exceed 5.9 percent of such revenues for any monthly billing period of the Grantee.

The Grantor understands and agrees that such revenues as described in the preceding paragraph are limited to the precise revenues described therein, and that such revenues do not include, by way of example and not limitation: (a) revenues from the sale of electrical energy for Public Street and Highway Lighting (service for lighting public ways and areas); (b) revenues from Other Sales to Public Authorities (service with eligibility restricted to governmental entities); (c) revenues from Sales to Railroads and Railways (service supplied for propulsion of electric transit vehicles); (d) revenues from Sales for Resale (service to other utilities for resale purposes); (e) franchise fees; (f) Late Payment Charges; (g) Field Collection Charges; (h) other service charges.

Section 6. As a further consideration, during the term of this franchise or any extension thereof, the Grantor agrees: (a) not to engage in the distribution and/or sale, in competition with the Grantee, of electric capacity and/or electric energy to any ultimate consumer of electric utility service (herein called a "retail customer") or to any electrical distribution system established solely to serve any retail customer formerly served by the

Grantee, (b) not to participate in any proceeding or contractual arrangement, the purpose or terms of which would be to obligate the Grantee to transmit and/or distribute, electric capacity and/or electric energy from any third party(ies) to any other retail customer's facility(ies), and (c) not to seek to have the Grantee transmit and/or distribute electric capacity and/or electric energy generated by or on behalf of the Grantor at one location to the Grantor's facility(ies) at any other location(s). Nothing specified herein shall prohibit the Grantor from engaging with other utilities or persons in wholesale transactions which are subject to the provisions of the Federal Power Act.

Nothing herein shall prohibit the Grantor, if permitted by law, (i) from purchasing electric capacity and/or electric energy from any other person, or (ii) from seeking to have the Grantee transmit and/or distribute to any facility(ies) of the Grantor electric capacity and/or electric energy purchased by the Grantor from any other person; provided, however, that before the Grantor elects to purchase electric capacity and/or electric energy from any other person, the Grantor shall notify the Grantee. Such notice shall include a summary of the specific rates, terms and conditions which have been offered by the other person and identify the Grantor's facilities to be served under the offer. The Grantee shall thereafter have 90 days to evaluate the offer and, if the Grantee offers rates, terms and conditions which are equal to or better than those offered by the other person, the Grantor shall be obligated to continue to purchase from the Grantee electric capacity and/or electric energy to serve the previously-identified facilities of the Grantor for a term no shorter than that offered by the other person. If the Grantee does not agree to rates, terms and conditions which equal or better the other person's offer, then Grantor

may proceed with the other person's offered sale and purchase arrangement and all of the terms and conditions of this franchise shall remain in effect.

Section 7. If the Grantor grants a right, privilege or franchise to any other person or otherwise enables any other such person to construct, operate or maintain electric light and power facilities within any part of the incorporated areas of the Grantor in which the Grantee may lawfully serve or compete on terms and conditions which the Grantee reasonably determines are more favorable than the terms and conditions contained herein, the Grantee may at any time thereafter terminate this franchise if such terms and conditions are not remedied within the time period provided hereafter. The Grantee shall give the Grantor at least 60 days advance written notice of its intent to terminate. Such notice shall, without prejudice to any of the rights reserved for the Grantee herein, advise the Grantor of such terms and conditions that it considers more favorable. The Grantor shall then have 60 days in which to correct or otherwise remedy the terms and conditions complained of by the Grantee. If the Grantee reasonably determines that such terms or conditions are not remedied by the Grantor within said time period, the Grantee may terminate this franchise agreement by delivering written notice to the Grantor's Clerk and termination shall be effective on the date of delivery of such notice. Nothing contained herein shall be construed as constraining Grantor's rights to legally challenge Grantee's reasonable determination of more favorable terms leading to termination under this Section 7.

Section 8. If as a direct or indirect consequence of any legislative, regulatory or other action by the United States of America or the State of Florida (or any department, agency, authority, instrumentality or political subdivision of either of them) any person is

permitted to provide electric service within the incorporated areas of the Grantor to a customer then being served by the Grantee, or to any new applicant for electric service within any part of the incorporated areas of the Grantor in which the Grantee may lawfully serve, and the Grantee reasonably determines that its obligations hereunder, or otherwise resulting from this franchise in respect to rates and service, place it at a competitive disadvantage with respect to such other person, the Grantee may, at any time after the taking of such action, terminate this franchise if such competitive disadvantage is not remedied within the time period provided hereafter. The Grantee shall give the Grantor at least 90 days advance written notice of its intent to terminate. Such notice shall, without prejudice to any of the rights reserved for the Grantee herein, advise the Grantor of the consequences of such action which resulted in the competitive disadvantage. The Grantor shall then have 90 days in which to correct or otherwise remedy the competitive disadvantage. If such competitive disadvantage is not remedied by the Grantor within said time period, the Grantee may terminate this franchise agreement by delivering written notice to the Grantor's Clerk and termination shall take effect on the date of delivery of such notice. Nothing contained herein shall be construed as constraining Grantor's rights to legally challenge Grantee's reasonable determination of competitive disadvantage leading to termination under this Section 8.

Section 9. Failure on the part of the Grantee to comply in any substantial respect with any of the provisions of this franchise shall be grounds for forfeiture, but no such forfeiture shall take effect if the reasonableness or propriety thereof is protested by the Grantee until there is final determination (after the expiration or exhaustion of all rights of appeal) by a court of competent jurisdiction that the Grantee has failed to comply in a

substantial respect with any of the provisions of this franchise, and the Grantee shall have six months after such final determination to make good the default before a forfeiture shall result with the right of the Grantor at its discretion to grant such additional time to the Grantee for compliance as necessities in the case require.

Section 10. Failure on the part of the Grantor to comply in substantial respect with any of the provisions of this ordinance, including but not limited to: (a) denying the Grantee use of public rights-of-way for reasons other than unreasonable interference with motor vehicular traffic; (b) imposing conditions for use of public rights-of-way contrary to Florida law or the terms and conditions of this franchise; (c) unreasonable delay in issuing the Grantee a use permit, if any, to construct its facilities in public rights-of-way, shall constitute breach of this franchise and entitle the Grantee to withhold all or part of the payments provided for in Section 5 hereof until such time as a use permit is issued or a court of competent jurisdiction has reached a final determination in the matter. The Grantor recognizes and agrees that nothing in this franchise agreement constitutes or shall be deemed to constitute a waiver of the Grantee's delegated sovereign right of condemnation and that the Grantee, in its sole discretion, may exercise such right.

Section 11. The Grantor may, upon reasonable notice and within 90 days after each anniversary date of this franchise, at the Grantor's expense, examine the records of the Grantee relating to the calculation of the franchise payment for the year preceding such anniversary date. Such examination shall be during normal business hours at the Grantee's office where such records are maintained. Records not prepared by the Grantee in the ordinary course of business may be provided at the Grantor's expense and as the Grantor and the Grantee may agree in writing. Information identifying the Grantee's

customers by name or their electric consumption shall not be taken from the Grantee's premises. Such audit shall be impartial and all audit findings, whether they decrease or increase payment to the Grantor, shall be reported to the Grantee. The Grantor's right to examine the records of the Grantee in accordance with this Section shall not be conducted by any third party employed by the Grantor whose fee, in whole or part, for conducting such audit is contingent on findings of the audit.

Other than any claims arising from alleged fraud, deceit, misrepresentation, intentional withholding of information, or other similar intentional misconduct by Grantee in relation to the calculation or remittance of the franchise payments under the Current Franchise Agreement, Grantor waives, settles and bars all claims not raised in written correspondence by Grantor to Grantee within two (2) years from the effective date of this New Franchise Agreement relating in any way to the amounts paid by Grantee under the Current Franchise Agreement.

Section 12. Grantor and Grantee agree that the New Franchise Agreement created pursuant to this ordinance and Grantee's acceptance hereof, shall terminate by its own terms thirty (30) years after the effective date of the Franchise Agreement.

Section 13. Upon Grantor's annexation of any property, the portion of Grantee's electrical system located within such annexed territory, and in, under, over, and upon the streets, alleys, rights-of-way, or public grounds of such annexed territory, shall be subject to all of the terms of this New Franchise Agreement.

Section 14. The provisions of this ordinance are interdependent upon one another, and if any of the provisions of this ordinance are found or adjudged to be invalid,

illegal, void or of no effect, the entire ordinance shall be null and void and of no force or effect.

Section 15. As used herein "person" means an individual, a partnership, a corporation, a business trust, a joint stock company, a trust, an incorporated association, a joint venture, a governmental authority or any other entity of whatever nature.

Section 16. Ordinance No. 787, passed and adopted November 6, 1984 and all other ordinances and parts of ordinances and all resolutions and parts of resolutions in conflict herewith, are hereby repealed.

Section 17. As a condition precedent to the taking effect of this ordinance, the Grantee shall file its acceptance hereof with the Grantor's Clerk within 30 days of adoption of this ordinance. The effective date of this ordinance shall be the date upon which the Grantee files such acceptance.

PASSED on first reading this 19th day of August, 2014.

PASSED AND ADOPTED on second reading this 2nd day of September, 2014.

CITY OF ARCADIA, FLORIDA

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

ATTEST:

By: \_\_\_\_\_  
City Clerk of the City of Arcadia, Florida

(SEAL)

APPROVED AS TO FORM AND LEGALITY

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City Attorney, City of Arcadia, Florida

ORDINANCE NO. 1000

**AN ORDINANCE GRANTING TO FLORIDA POWER & LIGHT COMPANY, ITS SUCCESSORS AND ASSIGNS, AN ELECTRIC FRANCHISE, IMPOSING PROVISIONS AND CONDITIONS RELATING THERETO, PROVIDING FOR MONTHLY PAYMENTS TO THE CITY OF ARCADIA, AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City Council of the City of Arcadia, Florida recognizes that the City of Arcadia and its citizens need and desire the continued benefits of electric service; and

**WHEREAS**, the provision of such service requires substantial investments of capital and other resources in order to construct, maintain and operate facilities essential to the provision of such service in addition to costly administrative functions, and the City of Arcadia does not desire to undertake to provide such services; and

**WHEREAS**, Florida Power & Light Company (FPL) is a public utility which has the demonstrated ability to supply such services; and

**WHEREAS**, there is currently in effect a franchise agreement between the City of Arcadia and FPL, the terms of which are set forth in City of Arcadia Ordinance No. 787, passed and adopted November 6, 1984, and FPL's written acceptance thereof dated November 28, 1984, granting to FPL, its successors and assigns, a thirty (30) year electric franchise ("Current Franchise Agreement"); and

**WHEREAS**, FPL and the City of Arcadia desire to enter into a new agreement (New Franchise Agreement) providing for the payment of fees to the City of Arcadia in exchange for the nonexclusive right and privilege of supplying electricity and other services within the City of Arcadia free of competition from the City of Arcadia, pursuant to certain terms and conditions, and

**WHEREAS**, the City Council of the City of Arcadia deems it to be in the best interest of the City of Arcadia and its citizens to enter into the New Franchise Agreement prior to expiration of the Current Franchise Agreement;

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ARCADIA, FLORIDA:**

Section 1. There is hereby granted to Florida Power & Light Company, its successors and assigns (hereinafter called the "Grantee"), for the period of 30 years from the effective date hereof, the nonexclusive right, privilege and franchise (hereinafter called "franchise") to construct, operate and maintain in, under, upon, along, over and across the present and future roads, streets, alleys, bridges, easements, rights-of-way and other public places (hereinafter called "public rights-of-way") throughout all of the incorporated areas, as such incorporated areas may be constituted from time to time, of the City of Arcadia, Florida, and its successors (hereinafter called the "Grantor"), in accordance with the Grantee's customary practice with respect to construction and maintenance, electric light and power facilities, including, without limitation, conduits, poles, wires, transmission and distribution lines, and all other facilities installed in conjunction with or ancillary to all of the Grantee's operations (hereinafter called "facilities"), for the purpose of supplying electricity and other services to the Grantor and its successors, the inhabitants thereof, and persons beyond the limits thereof.

Section 2. The facilities of the Grantee shall be installed, located or relocated so as to not unreasonably interfere with traffic over the public rights-of-way or with reasonable egress from and ingress to abutting property. It is the intent of the foregoing provision that all lanes of travel shall remain accessible for use by vehicular traffic at all times, except

from time to time as necessary for installation, maintenance, repair and removal. To avoid conflicts with traffic, the location or relocation of all facilities shall be made as representatives of the Grantor may prescribe in accordance with the Grantor's reasonable rules and regulations with reference to the placing and maintaining in, under, upon, along, over and across said public rights-of-way; provided, however, that such rules or regulations (a) shall not prohibit the exercise of the Grantee's right to use said public rights-of-way for reasons other than unreasonable interference with motor vehicular traffic, (b) shall not unreasonably interfere with the Grantee's ability to furnish reasonably sufficient, adequate and efficient electric service to all of its customers, and (c) shall not require the relocation of any of the Grantee's facilities installed before or after the effective date hereof in public rights-of-way unless or until widening or otherwise changing the configuration of the paved portion of any public right-of-way used by motor vehicles causes such installed facilities to unreasonably interfere with motor vehicular traffic. Such rules and regulations shall recognize that above-grade facilities of the Grantee installed after the effective date hereof should be installed near the outer boundaries of the public rights-of-way to the extent possible. When any portion of a public right-of-way is excavated by the Grantee in the location or relocation of any of its facilities, the portion of the public right-of-way so excavated shall within a reasonable time be replaced by the Grantee at its expense and in as good condition as it was at the time of such excavation. The Grantor shall not be liable to the Grantee for any cost or expense in connection with any relocation of the Grantee's facilities required under subsection (c) of this Section, except, however, the Grantee shall be entitled to reimbursement of its costs from others and as may be provided by law.

Section 3. The Grantor shall in no way be liable or responsible for any accident, personal injury, property damage or any claim or damage that may occur in the construction, operation, installation, removal, repair, relocation or maintenance by the Grantee, its employees, agents, contractors, subcontractors, sub-lessees or licensees, of in connection with or in relation to its facilities hereunder, ~~and Grantee's~~ the acceptance of the franchise granted pursuant to this New Franchise Agreement is ordinance shall be deemed an agreement on the part of the Grantee to indemnify the Grantor, its officials, employees, and agents and to hold to it Grantor, it's officials, employees and agents harmless against any and all liability, loss, cost, damage, claim, third-party claim, demand, or expense which may accrue to the Grantor by reason of the negligence, default or misconduct of the Grantee in the construction, operation, installation, removal, repair, relocation or maintenance of ~~its~~ Grantee's facilities hereunder. For an additional Ten Dollars (\$10.00) paid to Grantee, and for other good and valuable consideration, Grantee's receipt of which is hereby acknowledged, Grantee agrees that it has received sufficient consideration for its agreement to indemnify Grantor, and Grantor's officials, employees and agents, as set forth above.

Section 4. All rates and rules and regulations established by the Grantee from time to time shall be subject to such regulation as may be provided by law.

Section 5. As a consideration for this franchise, the Grantee shall pay to the Grantor, commencing 90 days after the effective date hereof, and each month thereafter for the remainder of the term of this franchise, an amount which added to the amount of all licenses, excises, fees, charges and other impositions of any kind whatsoever (except ad valorem property taxes and non-ad valorem tax assessments on property) levied or

imposed by the Grantor against the Grantee's property, business or operations and those of its subsidiaries during the Grantee's monthly billing period ending 60 days prior to each such payment will equal 5.9 percent of the Grantee's billed revenues, less actual write-offs, from the sale of electrical energy to residential, commercial and industrial customers (as such customers are defined by FPL's tariff) within the incorporated areas of the Grantor for the monthly billing period ending 60 days prior to each such payment, and in no event shall payment for the rights and privileges granted herein exceed 5.9 percent of such revenues for any monthly billing period of the Grantee.

The Grantor understands and agrees that such revenues as described in the preceding paragraph are limited, ~~as in the existing franchise Ordinance No. 787,~~ to the precise revenues described therein, and that such revenues do not include, by way of example and not limitation: (a) revenues from the sale of electrical energy for Public Street and Highway Lighting (service for lighting public ways and areas); (b) revenues from Other Sales to Public Authorities (service with eligibility restricted to governmental entities); (c) revenues from Sales to Railroads and Railways (service supplied for propulsion of electric transit vehicles); (d) revenues from Sales for Resale (service to other utilities for resale purposes); (e) franchise fees; (f) Late Payment Charges; (g) Field Collection Charges; (h) other service charges.

Section 6. As a further consideration, during the term of this franchise or any extension thereof, the Grantor agrees: (a) not to engage in the distribution and/or sale, in competition with the Grantee, of electric capacity and/or electric energy to any ultimate consumer of electric utility service (herein called a "retail customer") or to any electrical distribution system established solely to serve any retail customer formerly served by the

Grantee, (b) not to participate in any proceeding or contractual arrangement, the purpose or terms of which would be to obligate the Grantee to transmit and/or distribute, electric capacity and/or electric energy from any third party(ies) to any other retail customer's facility(ies), and (c) not to seek to have the Grantee transmit and/or distribute electric capacity and/or electric energy generated by or on behalf of the Grantor at one location to the Grantor's facility(ies) at any other location(s). Nothing specified herein shall prohibit the Grantor from engaging with other utilities or persons in wholesale transactions which are subject to the provisions of the Federal Power Act.

Nothing herein shall prohibit the Grantor, if permitted by law, (i) from purchasing electric capacity and/or electric energy from any other person, or (ii) from seeking to have the Grantee transmit and/or distribute to any facility(ies) of the Grantor electric capacity and/or electric energy purchased by the Grantor from any other person; provided, however, that before the Grantor elects to purchase electric capacity and/or electric energy from any other person, the Grantor shall notify the Grantee. Such notice shall include a summary of the specific rates, terms and conditions which have been offered by the other person and identify the Grantor's facilities to be served under the offer. The Grantee shall thereafter have 90 days to evaluate the offer and, if the Grantee offers rates, terms and conditions which are equal to or better than those offered by the other person, the Grantor shall be obligated to continue to purchase from the Grantee electric capacity and/or electric energy to serve the previously-identified facilities of the Grantor for a term no shorter than that offered by the other person. If the Grantee does not agree to rates, terms and conditions which equal or better the other person's offer, then Grantor

may proceed with the other person's offered sale and purchase arrangement and all of the terms and conditions of this franchise shall remain in effect.

Section 7. If the Grantor grants a right, privilege or franchise to any other person or otherwise enables any other such person to construct, operate or maintain electric light and power facilities within any part of the incorporated areas of the Grantor in which the Grantee may lawfully serve or compete on terms and conditions which the Grantee reasonably determines are more favorable than the terms and conditions contained herein, the Grantee may at any time thereafter terminate this franchise if such terms and conditions are not remedied within the time period provided hereafter. The Grantee shall give the Grantor at least 60 days advance written notice of its intent to terminate. Such notice shall, without prejudice to any of the rights reserved for the Grantee herein, advise the Grantor of such terms and conditions that it considers more favorable. The Grantor shall then have 60 days in which to correct or otherwise remedy the terms and conditions complained of by the Grantee. If the Grantee reasonably determines that such terms or conditions are not remedied by the Grantor within said time period, the Grantee may terminate this franchise agreement by delivering written notice to the Grantor's Clerk and termination shall be effective on the date of delivery of such notice. Nothing contained herein shall be construed as constraining Grantor's rights to legally challenge Grantee's reasonable determination of more favorable terms leading to termination under this  
Section 7.

Section 8. If as a direct or indirect consequence of any legislative, regulatory or other action by the United States of America or the State of Florida (or any department, agency, authority, instrumentality or political subdivision of either of them) any person is

permitted to provide electric service within the incorporated areas of the Grantor to a customer then being served by the Grantee, or to any new applicant for electric service within any part of the incorporated areas of the Grantor in which the Grantee may lawfully serve, and the Grantee reasonably determines that its obligations hereunder, or otherwise resulting from this franchise in respect to rates and service, place it at a competitive disadvantage with respect to such other person, the Grantee may, at any time after the taking of such action, terminate this franchise if such competitive disadvantage is not remedied within the time period provided hereafter. The Grantee shall give the Grantor at least 90 days advance written notice of its intent to terminate. Such notice shall, without prejudice to any of the rights reserved for the Grantee herein, advise the Grantor of the consequences of such action which resulted in the competitive disadvantage. The Grantor shall then have 90 days in which to correct or otherwise remedy the competitive disadvantage. If such competitive disadvantage is not remedied by the Grantor within said time period, the Grantee may terminate this franchise agreement by delivering written notice to the Grantor's Clerk and termination shall take effect on the date of delivery of such notice. Nothing contained herein shall be construed as constraining Grantor's rights to legally challenge Grantee's reasonable determination of competitive disadvantage leading to termination under this Section 8.

Section 9. Failure on the part of the Grantee to comply in any substantial respect with any of the provisions of this franchise shall be grounds for forfeiture, but no such forfeiture shall take effect if the reasonableness or propriety thereof is protested by the Grantee until there is final determination (after the expiration or exhaustion of all rights of appeal) by a court of competent jurisdiction that the Grantee has failed to comply in a

substantial respect with any of the provisions of this franchise, and the Grantee shall have six months after such final determination to make good the default before a forfeiture shall result with the right of the Grantor at its discretion to grant such additional time to the Grantee for compliance as necessities in the case require.

Section 10. Failure on the part of the Grantor to comply in substantial respect with any of the provisions of this ordinance, including but not limited to: (a) denying the Grantee use of public rights-of-way for reasons other than unreasonable interference with motor vehicular traffic; (b) imposing conditions for use of public rights-of-way contrary to Florida law or the terms and conditions of this franchise; (c) unreasonable delay in issuing the Grantee a use permit, if any, to construct its facilities in public rights-of-way, shall constitute breach of this franchise and entitle the Grantee to withhold all or part of the payments provided for in Section 5 hereof until such time as a use permit is issued or a court of competent jurisdiction has reached a final determination in the matter. The Grantor recognizes and agrees that nothing in this franchise agreement constitutes or shall be deemed to constitute a waiver of the Grantee's delegated sovereign right of condemnation and that the Grantee, in its sole discretion, may exercise such right.

Section 11. The Grantor may, upon reasonable notice and within 90 days after each anniversary date of this franchise, at the Grantor's expense, examine the records of the Grantee relating to the calculation of the franchise payment for the year preceding such anniversary date. Such examination shall be during normal business hours at the Grantee's office where such records are maintained. Records not prepared by the Grantee in the ordinary course of business may be provided at the Grantor's expense and as the Grantor and the Grantee may agree in writing. Information identifying the Grantee's

customers by name or their electric consumption shall not be taken from the Grantee's premises. Such audit shall be impartial and all audit findings, whether they decrease or increase payment to the Grantor, shall be reported to the Grantee. The Grantor's right to examine the records of the Grantee in accordance with this Section shall not be conducted by any third party employed by the Grantor whose fee, in whole or part, for conducting such audit is contingent on findings of the audit.

Other than any claims arising from alleged fraud, deceit, misrepresentation, intentional withholding of information, or other similar intentional misconduct by Grantee in relation to the calculation or remittance of the franchise payments under the Current Franchise Agreement, Grantor waives, settles and bars all claims not raised in written correspondence by Grantor to Grantee within two (2) years from the effective date of this New Franchise Agreement relating in any way to the amounts paid by Grantee under the Current Franchise Agreement.

~~Grantor waives, settles and bars all claims relating in any way to the amounts paid by the Grantee under the Current Franchise Agreement embodied in Ordinance No. 787.~~

Section 12. Grantor and Grantee agree that the New Franchise Agreement created pursuant to this ordinance and Grantee's acceptance hereof, shall terminate by its own terms thirty (30) years after the effective date of the Franchise Agreement.

Section 13. Upon Grantor's annexation of any property, the portion of Grantee's electrical system located within such annexed territory, and in, under, over, and upon the streets, alleys, rights-of-way, or public grounds of such annexed territory, shall be subject to all of the terms of this New Franchise Agreement.

Section 142. The provisions of this ordinance are interdependent upon one another, and if any of the provisions of this ordinance are found or adjudged to be invalid, illegal, void or of no effect, the entire ordinance shall be null and void and of no force or effect.

Section 153. As used herein "person" means an individual, a partnership, a corporation, a business trust, a joint stock company, a trust, an incorporated association, a joint venture, a governmental authority or any other entity of whatever nature.

Section 164. Ordinance No. 787, passed and adopted November 6, 1984 and all other ordinances and parts of ordinances and all resolutions and parts of resolutions in conflict herewith, are hereby repealed.

Section 175. As a condition precedent to the taking effect of this ordinance, the Grantee shall file its acceptance hereof with the Grantor's Clerk within 30 days of adoption of this ordinance. The effective date of this ordinance shall be the date upon which the Grantee files such acceptance.

PASSED on first reading this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

PASSED AND ADOPTED on second reading this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

CITY OF ARCADIA, FLORIDA

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

ATTEST:

By: \_\_\_\_\_  
City Clerk of the City of Arcadia, Florida

(SEAL)

APPROVED AS TO FORM AND LEGALITY

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City Attorney, City of Arcadia, Florida

# AGENDA No. 10



CITY COUNCIL AGENDA ITEM  
Requested Council Meeting Date: August 19, 2014

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DEPARTMENT: Legal

SUBJECT: Resolution 2014-08- Repealing Resolution 2013-13 and Re-Establishing the Local Business Tax Fee Schedule

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RECOMMENDED MOTION: Council Approval

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SUMMARY:

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FISCAL IMPACT: \_\_\_\_\_ ( ) Capital Budget  
( ) Operating  
( ) Other

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

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Department Head: \_\_\_\_\_ Date: \_\_\_\_\_

Finance Director (As to Budget Requirements) \_\_\_\_\_ Date: \_\_\_\_\_

City Attorney (As to Form and Legality) \_\_\_\_\_ Date: \_\_\_\_\_

City Administrator: Tom Slaughter \_\_\_\_\_ Date: \_\_\_\_\_

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

**RESOLUTION 2014-08**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
ARCADIA, FLORIDA, REPEALING RESOLUTION 2013-13  
AND RE-ESTABLISHING THE LOCAL BUSINESS TAX FEE  
SCHEDULE AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, Chapter 94 of the Code of Ordinances of the City of Arcadia formerly contained various fees and charges within the text of the ordinances; and

**WHEREAS**, Ordinance No. 990 amended Chapter 94 of the Code of Ordinances of the City of Arcadia by adopting the Local Business Tax Fee Schedule set forth in Resolution No. 2013-13; and

**WHEREAS**, Resolution No. 2013-13 sets forth inaccurate proposed fees and should be repealed; and

**WHEREAS**, the City Council finds adoption of this resolution to re-establish the fees set forth herein is in the best interest of the City of Arcadia; and

**WHEREAS**, the fees set forth herein will be in effect until changed by further resolution of City Council.

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

**SECTION 1.** The recitals contained in the preamble to the Resolution are incorporated by reference herein.

**SECTION 2.** The following enumerated business taxes shall be paid annually on September 30 of each year, or as otherwise specified by the city, and a receipt obtained from the City Clerk by any person engaged in the various occupations, professions, businesses and classifications set forth in this section:

<b>Local Business Classification or Type</b>	<b>Fee</b>
Any business, profession, industry and occupation not referred to in this listing schedule shall pay an annual license tax of:	\$50.00
Abstract or title insurance companies	50.00
Accountants and auditors	50.00
Advertising: (1) Each person advertising on the streets with banners, floats, cartoons or exhibitions or any other means, except merchants of the city who are licensed as such	(1) 50.00

<b>Local Business Classification or Type</b>	<b>Fee</b>
(2) Agents, firms, associations or corporations or other persons distributing circulars or other advertising matter, except merchants of the city who are licensed as such	(2) 30.00
Alcoholic beverages, beer parlors, liquor dealers, package stores, spirituous liquor, wine dealers: Pursuant to state law, F.S. § 561.342(2).	Collected by state
Amusement devices, game boards, not otherwise specified, each	50.00
Apartment houses with two or more apartments, for each apartment available for rent at any time during the year, per apartment	5.00
Architects	50.00
Auction Shops or Stores ( <u>E-Bay</u> )	500.00
Auctioneers	50.00
Automatic vending machines and scales designed for weighing persons for compensation. Any vending machines located on public rights-of-way shall be subject to the approval of the city marshal. (1) Each machine where the price is under \$0.05 (2) Each machine where the price is from \$0.05 up to but not including \$0.10 (3) Each machine where the price is \$0.10 or more All food or beverage vending machines for the sole use of an individual, firm, corporation or its employees shall not be subject to this tax.	(1) 1.00 (2) 3.00 (3) 10.00
Automotive (see also "Locksmiths and truck repairers"):	(1) 100.00
(1) Truck or tractor agencies: Persons engaged in the sale of automobiles, trucks, and tractors alone or in connection with a garage or repair shop and sale of any equipment	(2) 100.00
(2) Agencies: Persons representing agencies whose headquarters are not in the city	(3) 50.00
(3) Garages, alone or in connection with repair shop	(4) 30.00
(4) Top manufacturers or repairs of tops	(5) 20.00
(5) Paint shops	(6) 20.00
(6) Washing and greasing, separate from other business	(7) 20.00
(7) Batteries: See "Batteries."	(8) 20.00
(8) Vulcanizing: See "Vulcanizing plants."	
Bakeries	30.00
Ball games, knife racks, cane racks, or other similar amusements, per day	10.00
Banks, commercial	100.00
Barbershops (see also "Beauty parlors" and "Manicurists"):	
(1) First chair	(1) 20.00
(2) Each additional chair	(2) 10.00
Baths, owners or managers, Turkish, Russian or others, with or without swimming pools	20.00
Batteries:	
(1) Service stations	(1) 20.00
(2) Manufacturing or selling	(2) 30.00

<b>Local Business Classification or Type</b>	<b>Fee</b>
Beauty parlors and hairdressers (see also "Barbers" and "Manicurists"):	
(1) First chair 20.00	(1) 20.00
(2) Each additional chair 10.00	(2) 10.00
Bicycle shops	10.00
Billboards: Billposting companies or person in charge of billboards:	
(1) For each four or less billboards used	(1) 20.00
(2) For each additional billboard used	(2) 5.00
Billiard or pool tables, for public use or profit:	
(1) First table	(1) 50.00
(2) Each additional table	(2) 20.00
Book or magazine agents, taking orders for future delivery or selling from stock	50.00
Bookkeepers, office	20.00
Boot and shoe repair shops	20.00
Bootblack stands	10.00
Bottling works and water factories	100.00
Bowling alleys:	
(1) First alley	(1) 50.00
(2) Each additional alley	(2) 10.00
Brick and cement yards and factories, wholesale and retail	50.00
Brokers:	
(1) Stocks and bonds	(1) 50.00
(2) Lumber and other timber products	(2) 50.00
(3) Futures and options	(3) 150.00
Building and loan associations, local	50.00
Bus lines operating in and out of the city in interstate commerce	50.00
Business colleges	20.00
Candy (see also "Ice cream, cold drinks and confectionaries"):	
(1) Stands or shops	(1) 10.00
(2) Manufacturing, including right to sell wholesale or retail	(2) 50.00
Canning and juice plants	50.00
Canvassers, salesmen, door-to-door peddlers, not otherwise specified (see also chapter 34, article II, pertaining to peddlers and solicitors)	50.00
Card directories	100.00
Card writing or metal stamping, cutting or engraving when not connected with regular licensed business	20.00
Cement or concrete:	
(1) Yards: See "Brick and cement yards."	(1) --
(2) Cement blocks and other precast concrete items, manufacture and sale	(2) 50.00
Chiropodist (Podiatrist)	50.00
Chiropractors	50.00
Cigar and tobacco dealers	20.00
Claim and collection agencies	50.00

<b>Local Business Classification or Type</b>	<b>Fee</b>
Clairvoyants	150.00
Cold drink stands	10.00
Cold storage plants, each	50.00
Commission merchants and wholesale produce merchants	50.00
Contest companies: Persons conducting contests by offering inducements for securing subscriptions to newspapers, magazines or other periodicals	40.00
Contractors and subcontractors:	
(1) General building	(1) 100.00
(2) Concrete, stone, brick or terrazzo	(2) 40.00
(3) House wreckers and movers	(3) 20.00
(4) Sidewalk and curbing builders	(4) 40.00
(5) Paving	(5) 100.00
(6) Tinsmith and sheet metal work	(6) 40.00
(7) Refrigeration and air conditioning	(7) 50.00
(8) Roofing	(8) 40.00
(9) Lathing, drywall or plastering	(9) 40.00
(10) Awnings and prefabricated carports, etc.	(10) 40.00
(11) Painters, paperhangers, interior decorators	(11) 40.00
(12) Not otherwise specified	(12) 50.00
Curio dealers	10.00
Curiosity shows	20.00
Dairies (see also "Milk"): Each person selling milk in the city:	(1) 20.00
(1) Having more than one and not more than five cows or goats	(2) 30.00
(2) Having more than five and not more than ten cows or goats	(3) 50.00
(3) Having more than ten and not more than 20 cows or goats	(4) 80.00
(4) Having more than 20 cows or goats	
Dancehalls, operated for profit (see also "Amusements")	100.00
Delicatessens, not restaurants or lunch stands	30.00
Dentists	50.00
Detectives: Each detective, investigator or other person guaranteeing protection for compensation or making a personal or commercial investigation	30.00
Dry cleaners and pressing clubs, each plant or receiving station where work is received or distributed, or doing business in the city without depot	50.00
Dye works and steam cleaners (see also "Laundries")	50.00
Dynamite or other explosives, dealers in	20.00
Electricity:	
(1) Wholesale distributors or manufacturers	(1) 100.00
(2) Machinery, appliances or supplies, dealers in	(2) 40.00
(3) Electricians, self-employed	(3) 50.00
Employment agencies	50.00
Engineers, civil, mechanical, mining and chemical, engineers or surveyors	50.00
Express companies	50.00
Exterminators or pest control	30.00

<b>Local Business Classification or Type</b>	<b>Fee</b>
Ferris wheels (see also "Amusements"): Owner or operator, each	50.00
Fertilizer, each agent selling, offering for sale or taking orders for fertilizer	50.00
Fish and oyster dealers	30.00
Florists	40.00
Flying jennies or merry-go-rounds (see also "Amusements"), owner or operator	50.00
Fortunetellers, phrenologists, palmists, or soothsayers, each	150.00
Foundries:	
(1) Alone	(1) 50.00
(2) Machine shop, operated together	(2) 70.00
Fruit:	
(1) Dealers or stands, each	(1) 20.00
(2) Dealers, door-to-door: See "Peddlers."	(2) --
(3) Fruits or vegetables, or other farm produce: Each person selling or offering for sale from trucks or cars or railroad tracks (such trucks or cars not permitted to park on city right-of-way), per truck or car	(3) 50.00
(4) Dealers selling from samples to be shipped as directed	(4) 30.00
Funeral directors, embalmers and morticians	80.00
Games and devices, automatic or otherwise, such as shuffleboard, throwing balls, and the like, not otherwise specified, each (see also "Amusements")	20.00
Garages, public, not otherwise provided for (see also "Automotive")	50.00
Gas plants or distributors of liquefied petroleum gas	70.00
Gasoline and oils:	
(1) Retail dealers	(1) 40.00
(2) Wholesale dealers	(2) 100.00
Guns (see also "Shooting galleries," "Deadly weapons"): Each dealer in guns, pistols, Bowie knives or other deadly weapons, when no other stock is carried	100.00
Hawkers or street vendors of medicines, drugs or other patent medicine, expedient or device for use in or treatment of any disease, injury or deformity (see also "Medicine vendors")	100.00
Hospital and Sanitariums	50.00
Hotels, boardinghouses and roominghouses, motor courts and motels:	(1) 20.00
(1) With accommodations for five and up to and including 15 persons	(2) 30.00
(2) With accommodations for 16 and up to and including 25 persons	(3) 40.00
(3) With accommodations for 26 and up to and including 50 persons	(4) 50.00
(4) With accommodations for 51 and up to and including 75 persons	(5) 70.00
(5) With accommodations for 76 and up to and including 100 persons	(6) 100.00
(6) With accommodations for 101 and up to and including 200 persons	(7) 150.00
(7) With accommodations for more than 200 persons	
House movers and wreckers	20.00
Hypnotists, professional	150.00

Local Business Classification or Type	Fee
<p>Ice:</p> <p>(1) Depots, with no delivery service</p> <p>(2) Sale of, at either retail or wholesale, and using vehicles for delivery:</p> <p style="padding-left: 20px;">a. First two vehicles</p> <p style="padding-left: 20px;">b. Each additional vehicle</p> <p>(3) Manufacturing, with right to sell at retail or wholesale, with or without cold storage connected therewith</p>	<p>(1) 10.00</p> <p>(2)a. 20.00</p> <p>(2)b. 5.00</p> <p>(3) 70.00</p>
<p>Ice cream, cold drinks and confectionaries (see also "Candy"):</p> <p>(1) Selling at retail on the streets from carts or wagons, each cart or wagon</p> <p>(2) Manufacturers, selling at wholesale</p> <p>(3) Parlors, not connected with other business</p>	<p>(1) 10.00</p> <p>(2) 50.00</p> <p>(3) 20.00</p>
<p>Icing: Establishment doing business icing or reicing cars, either express, freight or refrigerator</p>	<p>50.00</p>
<p>Insurance (see also "Abstract or title insurance companies"):</p> <p>(1) Each person doing any kind of insurance in the city, including those engaged in the business of insurance against loss by fire, indemnity, accident to persons, loss, theft or destruction of property, acting as surety on bonds, guaranteeing the fidelity of employees, insuring employees against accidents, plate glass insurance, life insurance, and sickness and benefit insurance, including all persons as referred to in this subsection soliciting business in the city through agents or otherwise, whether the home office is local or foreign</p> <p>(2) Agents and solicitors:</p> <p style="padding-left: 20px;">a. Representing less than five companies and soliciting insurance in this city on behalf of any company, association or the like referred to in this subsection</p> <p style="padding-left: 20px;">b. Representing five or more companies</p> <p>It is the intention of this subsection that each company, association, society, firm or corporation usually known as an "insurance company" shall pay a license tax of \$20.00 as set forth in this subsection, and each agent or solicitor representing less than five companies and writing or soliciting insurance for them in the city shall pay an agent's or solicitor's license tax of \$20.00, and if such agent or solicitor represents five or more companies he shall then pay an annual license tax of \$30.00.</p>	<p>(1) 20.00</p> <p>(2)a. 20.00</p> <p>(2)b. 30.00</p>
<p>Junk dealers:</p> <p>(1) Housed in a permanent building, and keeping their property, such as secondhand automobiles and parts, within an enclosure out of public view; buildings shall be constructed in accordance with fire prevention ordinances and building codes</p> <p>(2) Where property is not housed as specified in subsection (1) of this subsection</p> <p>Dealers in junk shall hold their stock of this class of goods subject to inspection by the chief of police, and shall keep a record of all purchases, the price paid for such purchases and the name of the party from whom purchased.</p>	<p>(1) 50.00</p> <p>(2) 100.00</p>

<b>Local Business Classification or Type</b>	<b>Fee</b>
Knife and scissors sharpeners	10.00
Laundries (see also "Dry cleaners and pressing clubs" and "Dye works and steam cleaners"):	
(1) Commercial	(1) 30.00
(2) Coin-operated laundries:	
a. Having not more than 15 machines (washers and dryers)	(2)a. 30.00
b. Each additional machine (washer or dryer)	(2)b. 2.00
Lawyers	50.00
Locksmiths and truck repairers (see also "Automotive")	10.00
Lumber:	
(1) Dealers	(1) 100.00
(2) Brokers: See "Brokers."	(2) - - - -
(3) Dealers, including the manufacture and sale of cement blocks and other precast concrete items	(3) 120.00
Lunch stands, having no provision for seating	20.00
Lung testers, when operated for profit, each machine	5.00
Machine shops or repair shops, general	50.00
Manicurists (see also "Barbershops" and "Beauty parlors")	30.00
Manufacturers, not otherwise specified	100.00
Marble yards	20.00
Masseurs	30.00
Mattress renovating	50.00
Meat dealers in fresh meats selling at retail and paying no other license	30.00
Medicine vendors (patent) (see also "Hawkers"):	
(1) Advertising by means of minstrels, shows or vaudeville acts, per day	(1) 100.00
(2) Advertising by vehicles on the streets by means of banners, floats, cartoons or any other means not otherwise specified, per day	(2) 50.00
Mental healers and all persons claiming to heal by absent treatment (not including members of the Christian Science faith)	200.00
Merchants:	
(1) Wholesale, not otherwise specified	(1) 40.00
(2) Retail:	
a. For first \$1,000.00 of stock, per \$1,000.00	(2)a. 20.00
b. For next \$2,000.00 of stock, per \$1,000.00	(2)b. 10.00
c. For next \$7,000.00 of stock, per \$1,000.00	(2)c. 4.00
d. For each additional \$1,000.00 of stock or major fraction thereof over \$10,000.00	(2)d. 2.00
Milk:	
(1) Depots, each	(1) 20.00
(2) Processing plants, each	(2) 80.00
(3) Distributors:	
a. One truck	(3)a. 50.00
b. Each additional truck	(3)b. 20.00
(4) Dairies: See "Dairies."	(4) --

Local Business Classification or Type	Fee
Money lenders: Persons lending money at interest, other than legal banking businesses	50.00
Monuments and tombstones, carving and sale of	20.00
Motorcycles: All persons engaged in sale of motorcycles, along or in connection with a motorcycle repair shop	10.00
Moving picture shows or theaters, including drive-in theaters (see also "Amusements")	100.00
Musicians, per day	10.00
Newsstands, not part of another licensed business	10.00
Novelty works	50.00
Nursery stock or forest trees, agents for or dealers in	40.00
Oculists, opticians or optometrists	50.00
Oriental goods, dealers in	30.00
Osteopaths	50.00
Packing companies, fruits and vegetables	50.00
Paint shops (see also "Automotive")	20.00
Painters and paper hangers, self-employed	40.00
Pawnbrokers or pawnshops, permanent	100.00
Peat moss, sale of from trucks	20.00
Peddlers, engaged in the selling of produce such as fruits, eggs, vegetables and other farm products from wagon or pushcart, for each wagon or pushcart, whether retail or wholesale	50.00
Photographers, stationary, each	40.00
Physicians, each	50.00
Pinball machines (see also "Amusements" and "Amusement devices"), each machine	20.00
Pipefitters, each firm, person or corporation	40.00
Plumbers, self-employed	50.00
Podiatrists, each	50.00
Popcorn and peanut stands	10.00
Pre-cooling of trucks or railroad cars	50.00
Printing:	
(a) Newspaper and job printing (power)	(a) 50.00
(b) Persons doing job printing (hand)	(b) 20.00
Radiator shops (see also "Automotive")	50.00
Radio repairing, not connected with other business	30.00
Railroad companies	100.00
Real estate:	
(1) Agents or brokers	(1) 50.00
(2) Associates or salesman, each	(2) 30.00
Repairers of furniture or small articles not paying any other license tax (see also "Upholsterers")	10.00
Restaurants and cafeterias (see also "Lunch stands," "Cold drink stands," "Cafes" and "Delicatessens"):	
(1) With seats or accommodations for 15 or more persons	(1) 50.00

<b>Local Business Classification or Type</b>	<b>Fee</b>
(2)With seats or accommodations for less than 15 persons	(2) 30.00
Rubber balloons, dealers in	3.00
Safes, sale or exchange, each agent for	10.00
Salvaging and reclaiming. This classification shall include all cleaning of septic tanks, cesspools and sewer systems	50.00
Sewing machines, each agent or member of agency	30.00
Shooting galleries, owner or manager of (see also "Guns")	50.00
Shows of all kinds (see also "Amusements"):	
(1) Vaudeville, minstrel, theatrical or any other kind except street carnivals giving performances under tents or temporary structures of any kind, covered or uncovered	(1) 100.00
(2) Circuses	(2) 100.00
(3) Circus parades through the streets when performing outside the city	(3) 200.00
(4) Concerts or parades or other exhibitions given inside the city	(4) 100.00
(5) Shows or carnivals	(5) 250.00
(6) Lunch stands or lunch counters, cane racks, knife racks, candy stands, popcorn stands, peanut stands, or any other booth, stand or counter of like or similar nature, where articles are sold or games are played within the enclosure of carnival grounds, for each and every stand, counter rack or booth	(6) 20.00
(7)Side shows	(7) 20.00
Signs (see also "Billboards"):	
(1) Erectors, neon	(1) 50.00
(2) Painters	(2) 30.00
Skating rinks, roller or ice (see also "Amusements")	100.00
Soda water or mineral fountains	20.00
Solicitors or canvassers (see also chapter 34, article II, pertaining to peddlers and solicitors)	50.00
Stocks, bonds, debentures, or certificates or any other evidence of interest in corporations, associations or common law trusts: Each person or agent or broker selling or offering for sale, barter or exchange any of such items	50.00
Tailors	30.00
Taxis:	
(1) First taxi or automobile for hire operating in the city	(1) 30.00
(2) Each additional taxi	(2) 20.00
Telegraph companies	70.00
Telephone companies, per phone	0.125
Tombstones, carving and sale	20.00
Towel supply companies	20.00
Trailers:	
(1) Sales	(1) 50.00
(2) Park	(2) 50.00
Tree removing or tree surgeons	20.00

<b>Local Business Classification or Type</b>	<b>Fee</b>
Trucks:	
(1) Each truck doing interurban hauling over the streets of the city and not paying a license tax in the city	(1) 30.00
(2) Each additional truck	(2) 20.00
(3) Truck and tractor agencies: See "Automotive."	(3) --
Upholsterers of furniture and repair shops	40.00
Veterinary surgeons	20.00
Vulcanizing plants, tire recapping not run in connection with other businesses (see also "Automotive")	30.00
Wagons:	
(1) Used for selling candy, drinks, peanuts, confectionaries or popcorn, per wagon	(1) 10.00
(2) Used for selling other articles not otherwise classified, per wagon	(2) 20.00
Warehouse storage, owners or managers of	10.00
Watchmakers and jewelry repair shops, not run in connection with other business	20.00
Wood, coal, coke and other fuels not specified, dealers in	20.00

**SECTION 3.** This Resolution shall take effect immediately upon its adoption.

PASSED BY THE CITY COUNCIL OF THE CITY OF ARCADIA, FLORIDA, in regular session this 19th day of August, 2014.

ATTEST:

CITY OF ARCADIA, FLORIDA

\_\_\_\_\_  
Penny Delaney, City Clerk

\_\_\_\_\_  
Alice Frierson, Mayor

APPROVED AS TO FORM:

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

# AGENDA No. 11



CITY COUNCIL AGENDA ITEM  
Requested Council Meeting Date: August 19, 2014

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DEPARTMENT: Legal

SUBJECT: City of Arcadia and WCA of Florida, LLC Agreement for Treatment and Disposal of Landfill  
Leachate Water

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RECOMMENDED MOTION: Council Approval

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SUMMARY:

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FISCAL IMPACT: \_\_\_\_\_ ( ) Capital Budget  
( ) Operating  
( ) Other

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

Department Head: \_\_\_\_\_ Date: \_\_\_\_\_

Finance Director (As to Budget Requirements) \_\_\_\_\_ Date: \_\_\_\_\_

City Attorney (As to Form and Legality) \_\_\_\_\_ Date: \_\_\_\_\_

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City Administrator: Tom Slaughter \_\_\_\_\_ Date: \_\_\_\_\_

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

**CITY OF ARCADIA AND WCA OF FLORIDA, LLC  
AGREEMENT FOR TREATMENT AND DISPOSAL OF  
LANDFILL LEACHATE WATER**

THIS AGREEMENT is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2014, between the City of Arcadia, a Municipal Corporation of the State of Florida, hereinafter referred to as "CITY", and the WCA of Florida, LLC, herein after referred to as "WCA", the owner and operator of the Desoto Landfill.

**WITNESSETH:**

In consideration of the mutual covenants herein contained, the parties agree as follows:

**Section 1. USE OF CITY WASTEWATER FACILITIES.**

CITY hereby agrees, subject to the provisions of this agreement, to accept leachate at the CITY's wastewater treatment facilities, a publicly operated treatment works (POTW) located at 223 South Parker Avenue, Arcadia, Florida from the Desoto Landfill operated by WCA. The service to be performed and the terms of this contract are subject to the rules and regulations of the Florida Department of Environmental Protection and the Federal Environmental Protection Agency and any other governmental agency having authority over the Desoto Landfill and the City of Arcadia Wastewater Treatment Plant.

- 1.1. No less than ten (10) days prior to each monthly period, WCA shall provide CITY with a monthly schedule of planned discharges to the POTW. WCA will not discharge to the facility more than 25,000 gallons on any given day. WCA shall work with CITY staff and personnel on a daily schedule for acceptance of leachate that is mutually agreeable to both parties.
- 1.2. WCA shall be solely responsible for transporting the leachate water to CITY's wastewater treatment facilities. Leachate may only be discharged into the CITY treatment works at locations directed by the CITY. WCA shall provide and dedicate all appropriate pumping facilities to transport the leachate from WCA's truck into CITY's wastewater treatment plant at locations or tanks designated by the CITY.
- 1.3. CITY may, at any time and in CITY's sole discretion: (1) restrict or refuse the delivery of leachate water from WCA, or (2) require pretreatment.
- 1.4. CITY may, at any time and in CITY's sole discretion, limit or refuse delivery of leachate water from WCA.
- 1.5. WCA will provide CITY and its agents, employees, representatives and contractors access to

all parts of WCA's facilities for all measuring, sampling, testing, or other inspections to ascertain compliance with CITY's sewer use ordinance and WCA of Florida, LLC – Desoto Landfill's permit. CITY may conduct inspections at any reasonable time and without advance notice.

- 1.6. Strength of leachate shall be no greater than normal wastewater in which the average concentration of suspended solids and BOD is not more than 250 mg/l, total phosphorus is not more than 15 mg/l and total Kjeldahl nitrogen is not more than 30 mg/l. In addition, the average concentration for sodium shall not exceed 160 mg/L and chlorides may not exceed 250 mg/L. WCA shall provide weekly sample results of these specific parameters on monthly basis. WCA may provide sample results based on grab samples unless CITY determines that variability in leachate exists and requests composite analysis.
- 1.7. Periodic testing and sampling of leachate may be made by CITY at time of placement into the wastewater system and at the landfill.
- 1.8. WCA shall perform and provide test results to CITY on a weekly and monthly basis for the parameters indicated on Attachment "A". WCA may substitute the annual State Landfill operating permit sampling parameters for the quarterly sampling requirements indicated on Attachment "A". WCA shall provide CITY with copies of all test results made during the contract period required by COUNTY's State landfill operating permit. Additional samples, monitoring points, and parameters may be required based upon analysis.
- 1.9. The provisions of City of Arcadia Sewer Use Ordinance No. 823 shall also govern if not otherwise provided in this agreement.

**Section 2. COMPENSATION.**

WCA agrees to compensate CITY for the treatment of landfill leachate as follows:

- 2.1. Analysis of leachate and sludge necessary for CITY to comply with Federal and State wastewater treatment operating permits.
- 2.2. Analysis for annual wastewater effluent for the primary and secondary drinking water standards contained in Chapter 62-550, FAC, except for asbestos, color, and corrosivity; required due to the addition of a new non-domestic discharge to the facility.
- 2.3. Treatment fees as adopted from time to time by CITY for normal wastewater.

Current rate is \$.025 per gallon payable upon billing.

**Section 3. TERMINATION.**

The CITY or the WCA may terminate this agreement upon any of the following:

- 3.1 Mutual consent of the parties.
- 3.2 Expiration of a State Department of Environmental Protection Operation Permit for the Landfill.
- 3.3 Expiration of a State Department of Environmental Protection Operation Permit for the wastewater treatment plant.

**Section 4. DURATION** This agreement shall become effective \_\_\_\_\_

And remain in full force and effect until terminated as per Section 3.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed.

ATTEST:

CITY OF ARCADIA

\_\_\_\_\_  
PENNY DELANEY  
City Recorder

\_\_\_\_\_  
ALICE FRIERSON  
Mayor

APPROVED AS TO FORM AND CORRECTNESS:

\_\_\_\_\_  
THOMAS J. WOHL  
City Attorney

WCA OF FLORIDA, LLC, a Florida limited liability  
company  
By its Managing Member: WCA WASTE SYSTEMS,  
INC., a Delaware corporation

\_\_\_\_\_  
Joseph J. Scarano, President

**ATTACHMENT A**

**Part 1 -APPLICABLE EFFLUENT LIMITATIONS**

**SECTION 1 - EFFLUENT DISCHARGE LIMITS**

- A. During the period of **August 1, 2014 to December 31, 2020**, the WCA is authorized to discharge process wastewater to the City of Arcadia wastewater collection system from Batch by 6,000 tanker at the Treatment Plant, not to exceed a total of 25,000 GPD.
- B. During the period of **August 1, 2014 to December 31, 2020**, the discharge from the **Outfall** shall not exceed the effluent limitations set forth in this permit below. In addition, the discharge shall comply with the provisions of the City of Arcadia Sewer Use Ordinance No. 823 and all applicable FDEP and EPA regulations and standards.
- C. WCA shall not discharge wastewater to the Arcadia WWTP any of the following:
- ✓ Having a pH lower than 6.0 or higher than 9.0;
  - ✓ Pollutants which result in the presence of toxic gases, vapors, or fumes within the POTW in a quantity that may cause acute worker health and safety problems.
  - ✓ Containing fats, wax, grease, or oil whether emulsified or not, in excess of one hundred 100 mg/l or containing substances which may solidify or become viscous at temperatures between thirty-two (32 F) and one hundred forty (140) degrees Fahrenheit; [(zero (0) degrees to forty (40) degrees Celsius)].
  - ✓ Containing petroleum oil, non-biodegradable cutting oil, or products of mineral oil origin in amounts that will cause interference or pass through.
  - ✓ Containing gasoline, benzene, naphtha, fuel oil or other flammable or explosive liquids, solids, or gases;
  - ✓ Having a temperature higher than 104 F (40 C);
  - ✓ Containing any ashes, cinders, sand, mud, straw, shavings, metal, glass, rags, feathers, tar, plastics, wood, paunch, unground garbage, whole blood, manure, hair and fleshings, entrails and paper dishes, cups, milk containers or any other solids or viscous substances capable of causing obstructions or other interferences with proper operation of the wastewater collection system;
  - ✓ Containing pollutants which create a fire or explosion hazard in the POTW, including but not limited to waste streams with a closed cup flashpoint less than 140 Fahrenheit or 60 Centigrade using the test method specified in 40 CFR 261.27;
  - ✓ Containing any pollutant, including oxygen demanding pollutants (BOD etc) at flow rates and/or concentrations, this will cause interference with the City of Arcadia wastewater treatment facility.

**PART 2 - MONITORING AND REPORTING REQUIREMENTS**

**SECTION 1 - MONITORING REQUIREMENTS**

A During the period of **August 1, 2014 to December 31, 2020**, the discharge shall be monitored for the following:

<u>Parameter</u>	<u>Frequency</u>	<u>Sample Type</u>
Flow (GPM)	Daily	See (5) Below
pH	Daily	Grab
Arsenic	Quarterly	Grab
Cadmium	Semi-Annual	Grab
Chromium	Semi-Annual	Grab
Copper	Quarterly	Grab
Cyanide	Semi-Annual	Grab
Lead	Quarterly	Grab
Mercury	Semi-Annual	Grab
Nickel	Quarterly	Grab
Silver	Semi-Annual	Grab
Zinc	Quarterly	Grab
Oil and Grease	Semi-Annual	Grab
TTO	Annual	Grab
CBOD	Weekly	Grab
TSS	Weekly	Grab
TKN	Weekly	Grab
Ammonia	Weekly	Grab
Sodium	Weekly	Grab
Chloride	Weekly	Grab
TDS	Daily	Grab

- (1) The sampling point(s) shall be representative of what is discharged into the Arcadia POTW. WCA - Desoto Landfill shall develop a sampling plan listing location(s) of grab sample points. This sampling plan shall be attached as an addendum to this permit. If for some reason the sampling plan shall change, the City of Arcadia shall be notified within 10 days of the change, and an updated sampling plan shall be attached to this permit within 30 days of the change.
- (2) Quarterly samples are to be analyzed at least once every 3 months and shall consist of 3 daily samples collected in a two week period.
- (3) Semi-annual samples are to be analyzed at least once every 6 months and shall consist of 3 daily samples collected in a two week period.
- (4) Definitions of sample types can be found in Part 4, Section 1 of this permit
- (5) Submit flow data measured as GPM. The report shall be submitted monthly and is due by the 10<sup>th</sup> of the month. **Indicate how this water flow measurement is obtained in your update of the Industrial User Management Practices Report specified in Part 3. Section 2.A**

B. All handling and preservation of collected samples and laboratory analysis of samples shall be performed in accordance with **40 CFR Part 136** and amendments thereto unless specified otherwise in the monitoring conditions of this permit.

**SECTION 2 - REPORTING REQUIREMENTS**

**A. Monitoring Reports**

Monitoring results obtained shall be summarized and reported on a quarterly basis according to the following schedule:

**1ST QUARTER:** Samples collected during three month period (January, February, and March)

**Analysis required for pH, Copper, Lead, Nickel, and Zinc.**

**Report due \_\_\_\_\_.**

**2ND QUARTER/SEMI-ANNUAL:** Samples collected during three month period (April, May, June)

**Analysis required for pH, Arsenic, Cadmium, Chromium, Copper, Cyanide, Lead, Mercury, Nickel, Silver, Zinc, and Oil and Grease**

**Report due \_\_\_\_\_.**

**3RD QUARTER:** Samples collected during three month period (July, August, and September)

**Analysis required for pH, Copper, Lead, Nickel, and Zinc.**

**Report due \_\_\_\_\_.**

**4TH QUARTER/SEMI-ANNUAL:** Samples collected during three month period (Oct, Nov, and Dec)

**Analysis required for pH, Arsenic, Cadmium, Chromium, Copper, Cyanide, Lead, Mercury, Nickel, Silver, Zinc, Oil and Grease, and TTO Report due \_\_\_\_\_.**

The report should indicate the nature and concentrations of all pollutants in the process wastewater discharges which are regulated by the standards set forth in Part 1 Section 1.C. and the water usage as set forth in Part2, Section 1.A.(5).

**B. Additional Testing**

If the WCA monitors any pollutant more frequently than required by this permit, the results of all such monitoring shall be submitted to the City of Arcadia.

**C. Accidental Discharge Report**

1. WCA shall notify the City of Arcadia immediately upon the occurrence of an accidental discharge of substances prohibited Ordinance 823 or by City FDEP permit. During normal business hours the City's Wastewater Operations personnel should be notified at the Wastewater Treatment Plant 863-990-0907. The notification shall include location of discharge, date and time thereof, type of waste, including concentration and volume, and corrective action taken and/or to be taken. Within five days following an accidental discharge, WCA shall submit to the City of Arcadia a detailed written report. The report shall specify:

- a. Description of the upset, slug or accidental discharge, the cause thereof, and the impact on the WCA's compliance status. The description should also include location of discharge, type, concentration and volume of waste.
- b. Duration of non-compliance, including exact dates and times of non-compliance, and if the noncompliance is reasonably expected to occur.

- c. All steps taken or to be taken to reduce, eliminate, and prevent recurrence of such an upset, slug, accidental discharge, or other condition of non-compliance.

**D. Hazardous Waste Reporting**

WCA shall notify the City of Arcadia, The EPA Regional Waste Management Division Director and State Hazardous Waste authorities in writing of any discharge of a substance which if otherwise disposed of would be a hazardous waste under **40 CFR Part 261**. Such notification must include the name of the hazardous waste under **40 CFR Part 261**, EPA hazardous waste number and the type of discharges (continuous, batch or other). If the facility discharges more than 100 kilograms in a calendar month, the notification shall also contain the identification of the hazardous constituents contained in the wastes, an estimation of the mass and concentration of such constituents in the waste stream during the calendar month and an estimation of the mass of constituents to be discharged during the following twelve months. Dischargers are exempt from these requirements during a calendar month in which they discharge no more than 15 kilograms of hazardous waste unless the wastes are acute hazardous wastes as specified in **40 CFR 261.30(d) and 261.30(e)**. Discharge of more than 15 kilograms of a non-acute hazardous waste or any quantity of acute hazardous waste as specified previously requires a one-time notification. Subsequent months during, which you discharge more than such quantities of any hazardous waste do not require additional notification.

Any notification of hazardous waste discharge need only be submitted once for each hazardous waste discharged.

**E. Noncompliance Report**

If self-monitoring reveals violation of any discharge limitations specified herein, WCA shall notify the City within 24 hours of becoming aware of the violation. WCA shall also repeat the sampling and analysis and submit results of the repeat analysis to the City within 30 days after becoming aware of the violation. Frequency of sampling and analysis shall be increased according to the schedule listed. **Only those parameters that are in noncompliance need to be analyzed during the resampling period.**

<b>Parameter</b>	<b>Sample Type</b>	<b>Additional # Samples</b>
Arsenic	Grab	Two - grab sample for each of 2 separate (but consecutive) days
Cadmium	Grab	Two - grab sample for each of 2 separate (but consecutive) days
Chromium	Grab	Two - grab sample for each of 2 separate (but consecutive) days
Copper	Grab	Two - grab sample for each of 2 separate (but consecutive) days
Cyanide	Grab	Two - grab sample for each of 2 separate (but consecutive) days
Lead	Grab	Two - grab sample for each of 2 separate (but consecutive) days
Mercury	Grab	Two - grab sample for each of 2 separate (but consecutive) days
Nickel	Grab	Two - grab sample for each of 2 separate (but consecutive) days
Sliver	Grab	Two - grab sample for each of 2 separate (but consecutive) days
Zinc	Grab	Two - grab sample for each of 2 separate (but consecutive) days
Oil & Grease	Grab	Two - grab sample for each of 2 separate (but consecutive) days
TTO	Grab	Two - grab sample for each of 2 separate (but consecutive) days
pH	Grab	Two - grab sample for each of 2 separate (but consecutive) days

F. All reports required by this permit shall be submitted to the City of Arcadia at the following address:

City of Arcadia  
PO Box 351  
Arcadia, Florida 34265  
ATTN: Steve Underwood

**Part 3 - SPECIAL CONDITIONS**

**SECTION 1 - SPECIAL MONITORING REQUIREMENTS**

- A. Monitoring for specific pollutants to verify absence.
- (1) Along with the composite sample(s) taken for either the first or second quarter monitoring report(s), WCA shall submit by December 30 of each year an analysis data/report for total phenols, arsenic, mercury, and antimony to verify their absence from the WCA's wastewater effluent.
  - (2) The sampling (not more than 90 days prior), monitoring, and reporting required in (1) just above is to be repeated and results submitted concurrently with any application for renewal of this wastewater discharge permit.



CITY COUNCIL AGENDA ITEM

Agenda Item Council Meeting Date: August 24, 2011

# AGENDA No. 12

AGENDA ITEM 12: A number of business owners have complained that the amount of parking spaces at their locations and a street intersection. A request for the amount of parking spaces is placed toward the back of the City of Knowledge Park.

AGENDA ITEM 13: A number of business owners have complained that the amount of parking spaces at their locations and a street intersection. A request for the amount of parking spaces is placed toward the back of the City of Knowledge Park.

AGENDA ITEM 14: A number of business owners have complained that the amount of parking spaces at their locations and a street intersection. A request for the amount of parking spaces is placed toward the back of the City of Knowledge Park.

AGENDA ITEM 15: A number of business owners have complained that the amount of parking spaces at their locations and a street intersection. A request for the amount of parking spaces is placed toward the back of the City of Knowledge Park.

AGENDA ITEM 16: A number of business owners have complained that the amount of parking spaces at their locations and a street intersection. A request for the amount of parking spaces is placed toward the back of the City of Knowledge Park.

AGENDA ITEM 17: A number of business owners have complained that the amount of parking spaces at their locations and a street intersection. A request for the amount of parking spaces is placed toward the back of the City of Knowledge Park.

AGENDA ITEM 18: A number of business owners have complained that the amount of parking spaces at their locations and a street intersection. A request for the amount of parking spaces is placed toward the back of the City of Knowledge Park.

AGENDA ITEM 19: A number of business owners have complained that the amount of parking spaces at their locations and a street intersection. A request for the amount of parking spaces is placed toward the back of the City of Knowledge Park.

AGENDA ITEM 20: A number of business owners have complained that the amount of parking spaces at their locations and a street intersection. A request for the amount of parking spaces is placed toward the back of the City of Knowledge Park.

AGENDA ITEM 21: A number of business owners have complained that the amount of parking spaces at their locations and a street intersection. A request for the amount of parking spaces is placed toward the back of the City of Knowledge Park.

AGENDA ITEM 22: A number of business owners have complained that the amount of parking spaces at their locations and a street intersection. A request for the amount of parking spaces is placed toward the back of the City of Knowledge Park.

AGENDA ITEM 23: A number of business owners have complained that the amount of parking spaces at their locations and a street intersection. A request for the amount of parking spaces is placed toward the back of the City of Knowledge Park.

AGENDA ITEM 24: A number of business owners have complained that the amount of parking spaces at their locations and a street intersection. A request for the amount of parking spaces is placed toward the back of the City of Knowledge Park.



CITY COUNCIL AGENDA ITEM  
Requested Council Meeting Date: August 19, 2014

DEPARTMENT: Planning and Zoning  
SUBJECT: Johnson's Witness Literature distribution table compliant

RECOMMENDED MOTION:  
Approval of Johnson's Witness Literature distribution to stay in designated area  
SUMMARY: A number of business owners have complained that the Johnson Witness church has harassed some of their customers and a state inspector. A request for the Johnson Witness church literature table is moved toward the back of the Tree of Knowledge Park.

FISCAL IMPACT: \_\_\_\_\_  
 Capital Budget  
 Operating  
 Other  
ATTACHMENTS:  Ordinance  Resolution  Budget  Other

Department Head: Carl A. McQuay  
Date: 08/19/14  
Finance Director (As to Budget Requirements):  
Date:  
City Attorney (As to Form and Legality):  
Date:  
City Administrator Tom Staunton  
Date:

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



CITY COUNCIL AGENDA ITEM  
Requested Council Meeting Date: August 19, 2014

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DEPARTMENT: Planning and Zoning

SUBJECT: Jehovah's Witness Literature distribution table compliant

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RECOMMENDED MOTION:

Approval of Jehovah's Witness Literature distribution to stay in designated area

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SUMMARY: SUMMARY: A number of business owner have complained that The Jehovah Witness church has harassed some of their customers and a State Inspector. A request for The Jehovah Witness church Literature table is moved toward the back of the Tree of Knowledge Park.

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FISCAL IMPACT: \_\_\_\_\_ ( ) Capital Budget  
( ) Operating  
( ) Other

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

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Department Head: Carl A. McQuay

Date: 08/19/14

Finance Director (As to Budget Requirements)

Date:

City Attorney (As to Form and Legality)

Date:

City Administrator: Tom Slaughter

Date:

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



CITY COUNCIL AGENDA ITEM  
Requested Council Meeting Date: August 19, 2014

DEPARTMENT: Planning and Zoning  
SUBJECT: Johnson's Witness Literature distribution table complaint

RECOMMENDED MOTION:  
Approval of Johnson's Witness Literature distribution to stay in designated area  
SUMMARY: A number of business owners have complained that the Johnson Witness church has harassed some of their customers and a state inspector. A request for the Johnson Witness church literature table is moved toward the back of the Tree of Knowledge Park.

FISCAL IMPACT: \_\_\_\_\_  
( ) Capital Budget  
( ) Operating  
( ) Other

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

Department Head: Carl A. McQuay  
Date: 08/19/14

Finance Director (As to Budget Requirements)  
Date:

City Attorney (As to Form and Legality)  
Date:

City Administrator Tom Staunton  
Date:

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

# DEPARTMENT REPORTS

**CITY OF ARCADIA  
SUMMARY OF ALL FUNDS  
AS OF AUGUST 14, 2014**

**REVENUES:**

<b>FUND:</b>	<b>BUDGETED REVENUE</b>	<b>ACTUAL REVENUE</b>	<b>% REC'D</b>
<i>GENERAL FUND:</i>	4,779,659.00	3,582,777.81	75.0%
<i>SM. CTY SURTAX/ CAP IMP.:</i>	456,529.00	304,681.56	66.7%
<i>CDBG GRANT FUND:</i>	700,000.00	-	
<b><u>ENTERPRISE FUNDS:</u></b>			
<i>WATER/SEWER FUND:</i>	3,763,700.00	3,488,484.19	92.7%
<i>SOLID WASTE FUND:</i>	745,800.00	695,882.16	93.3%
<i>AIRPORT FUND:</i>	563,578.00	450,014.76	79.8%
<b>TOTAL ALL FUNDS:</b>	<b>11,009,266.00</b>	<b>8,521,840.48</b>	<b>77.4%</b>

**EXPENSES**

<b>FUND:</b>	<b>BUDGETED EXPENSES</b>	<b>ACTUAL EXPENSES</b>	<b>% USED</b>
<i>GENERAL FUND:</i>	4,779,659.00	3,240,861.03	67.8%
<i>SM. CTY SURTAX/ CAP IMP.:</i>	456,529.00	160,486.67	35.2%
<i>CDBG GRANT FUND:</i>	700,000.00	28,279.29	4.0%
<b><u>ENTERPRISE FUNDS:</u></b>			
<i>WATER/SEWER FUND:</i>	3,763,700.00	2,201,856.59	58.5%
<i>SOLID WASTE FUND:</i>	745,800.00	555,765.81	74.5%
<i>AIRPORT FUND:</i>	563,578.00	524,624.90	93.1%
<b>TOTAL ALL FUNDS:</b>	<b>11,009,266.00</b>	<b>6,711,874.29</b>	<b>61.0%</b>

**CITY OF ARCADIA  
REVENUE BUDGET REPORT  
GENERAL FUND  
AS OF AUGUST 14, 2014**

<b>GENERAL FUND REVENUES</b>	<b>BUDGETED</b>	<b>ACTUAL</b>	<b>REMAINING</b>	<b>% REC'D</b>
<b>AD VALORUM TAXES</b>				
Ad Valorem Taxes - Current	1,435,937.00	1,405,192.45	30,744.55	97.9%
Ad Valorem Taxes - Delinquent	-	-	-	0.0%
Interest on AD Valorem Tax	-	157.73	(157.73)	100.0%
Tax Certificate Sales	-	-	-	0.0%
<b>Total AD Valorem Taxes</b>	<b>1,435,937.00</b>	<b>1,405,350.18</b>	<b>30,586.82</b>	<b>97.9%</b>
<b>SALES &amp; USE TAX</b>				
State Shared Sales Tax	-	-	-	0.0%
State Local Option Fuel Tax New (1-5 Cent Tax)	86,594.00	65,718.45	20,875.55	75.9%
State Local 9th Cent Gas Tax	252,777.00	-	252,777.00	0.0%
State Shared Business Tax	-	-	-	0.0%
Gas Tax 5 & 6 Cents (1-6 Cent Tax)	167,942.00	127,713.45	40,228.55	76.0%
<b>Total Sales &amp; Use Tax</b>	<b>507,313.00</b>	<b>193,431.90</b>	<b>313,881.10</b>	<b>38.1%</b>
<b>FRANCHISE FEES</b>				
Electricity Franchise	400,000.00	287,143.34	112,856.66	71.8%
Gas Franchise	-	-	-	-
<b>Total Franchise Fees</b>	<b>400,000.00</b>	<b>287,143.34</b>	<b>112,856.66</b>	<b>71.8%</b>
<b>UTILITY SERVICE TAX (PST)</b>				
Electricity Utility Tax	300,000.00	255,577.17	44,422.83	85.2%
Water Utility Tax	107,000.00	113,706.74	(6,706.74)	106.3%
Gas Utility Tax	20,000.00	13,768.15	6,231.85	68.8%
Communications Service Tax	262,413.00	201,638.90	60,774.10	76.8%
<b>Total Utility Service Tax</b>	<b>689,413.00</b>	<b>584,690.96</b>	<b>104,722.04</b>	<b>84.8%</b>
<b>OTHER GENERAL TAXES</b>				
Local Business Tax Receipts	30,000.00	38,613.46	(8,613.46)	128.7%
Residential Rental Permits	-	-	-	0.0%
Police And Fire Ins.	-	-	-	0.0%
<b>Total Other General Taxes</b>	<b>30,000.00</b>	<b>38,613.46</b>	<b>(8,613.46)</b>	<b>128.7%</b>
<b>OTHER REVENUES</b>				
Cemetary Lots	11,000.00	15,375.00	(4,375.00)	139.8%
<b>Total Other Revenues</b>	<b>11,000.00</b>	<b>15,375.00</b>	<b>(4,375.00)</b>	<b>139.8%</b>
<b>BUILDING PERMITS</b>				
Building Permits	4,000.00	7,510.00	(3,510.00)	187.8%
Electrical Permits	-	-	-	0.0%
Plumbing Permits	-	-	-	0.0%
<b>Total Building Permits</b>	<b>4,000.00</b>	<b>7,510.00</b>	<b>(3,510.00)</b>	<b>187.8%</b>

**CITY OF ARCADIA  
REVENUE BUDGET REPORT  
GENERAL FUND  
AS OF AUGUST 14, 2014**

<b>GENERAL FUND REVENUES</b>	<b>BUDGETED</b>	<b>ACTUAL</b>	<b>REMAINING</b>	<b>% REC'D</b>
<b>OTHER LICENSES &amp; PERMITS</b>				
Zoning Fees	2,750.00	-	2,750.00	0.0%
Maps	-	-	-	0.0%
Other Licenses & Permits	4,000.00	3,496.00	504.00	87.4%
Garage Permits	-	-	-	0.0%
Right of Way Permit Fees	-	-	-	0.0%
<b>Total Other Licenses &amp; Permits</b>	<b>6,750.00</b>	<b>3,496.00</b>	<b>3,254.00</b>	<b>51.8%</b>
<b>FEDERAL GRANTS</b>	<b>BUDGETED</b>	<b>ACTUAL</b>	<b>REMAINING</b>	<b>% REC'D</b>
COPS Grant	-	-	-	0.0%
Victims of Crime Grant (Voca)	29,204.00	24,699.01	4,504.99	84.6%
Rural Investigation Grant	-	-	-	0.0%
Dept. of Justice Taser Grant	-	-	-	0.0%
JAGC-2014 ES-158	12,000.00	12,964.00	(964.00)	108.0%
<b>Total Federal Grants</b>	<b>41,204.00</b>	<b>37,663.01</b>	<b>3,540.99</b>	<b>91.4%</b>
<b>STATE GRANTS</b>	<b>BUDGETED</b>	<b>ACTUAL</b>	<b>REMAINING</b>	<b>% REC'D</b>
Dept. of Transportation US 17 Widening	-	-	-	0.0%
Dept. of Economic OPP Planning Grant	25,000.00	-	25,000.00	0.0%
Hurricane Grant	-	-	-	0.0%
<b>Total State Grants</b>	<b>25,000.00</b>	<b>-</b>	<b>25,000.00</b>	<b>0.0%</b>
<b>STATE SHARED REVENUES</b>	<b>BUDGETED</b>	<b>ACTUAL</b>	<b>REMAINING</b>	<b>% REC'D</b>
State Half Cents Sales Tax	235,840.00	169,249.01	66,590.99	71.8%
State Shared Motor Fuel	67,290.00	64,550.32	2,739.68	95.9%
State Shared Sales Tax	185,488.00	140,650.51	44,837.49	75.8%
Mobile Home License	2,200.00	2,366.28	(166.28)	107.6%
Alcoholic Beverage Licenses	3,300.00	3,195.00	105.00	96.8%
State Shared Business Tax	-	-	-	0.0%
State of FL Lighting Maintenance Agreement	41,944.00	41,943.60	0.40	100.0%
State of FL Traffic Light Maintenance Agreement	21,010.00	21,010.00	-	100.0%
State of FL Pension Contribution	-	-	-	0.0%
<b>Total State Shared Revenues</b>	<b>557,072.00</b>	<b>442,964.72</b>	<b>114,107.28</b>	<b>79.5%</b>
<b>SHARED REVENUES FROM LOCAL UNITS</b>	<b>BUDGETED</b>	<b>ACTUAL</b>	<b>REMAINING</b>	<b>% REC'D</b>
School Guard Crossing - School Board	18,000.00	10,982.94	7,017.06	61.0%
DeSoto County Business Tax	-	1,917.41	(1,917.41)	100.0%
<b>Total Shared Revenue from Local Units</b>	<b>18,000.00</b>	<b>12,900.35</b>	<b>5,099.65</b>	<b>71.7%</b>

**CITY OF ARCADIA  
REVENUE BUDGET REPORT  
GENERAL FUND  
AS OF AUGUST 14, 2014**

<b>GENERAL FUND REVENUES</b>	<b>BUDGETED</b>	<b>ACTUAL</b>	<b>REMAINING</b>	<b>% REC'D</b>
<b>PUBLIC SERVICE REVENUE</b>				
Police Services	-	-	-	0.00%
Fire Protection Services - MSBU	245,000.00	-	245,000.00	0.00%
Fire Inspection Fee (OL)	-	-	-	0.00%
Accident Reports	450.00	517.00	(67.00)	114.89%
Code Enforcement Fees	1,000.00	-	1,000.00	0.00%
<b>Total Public Safety Revenue</b>	<b>246,450.00</b>	<b>517.00</b>	<b>245,933.00</b>	<b>0.21%</b>
<b>CULTURE/RECREATION</b>	<b>BUDGETED</b>	<b>ACTUAL</b>	<b>REMAINING</b>	<b>% REC'D</b>
<b>GOLF COURSE &amp; PRO SHOP</b>				
Golf Course Green Fees	149,750.00	71,769.02	77,980.98	47.9%
Cart Rentals	100,500.00	92,745.51	7,754.49	92.3%
Golf Course Membership Fees	107,600.00	97,662.33	9,937.67	90.8%
Pro Shop Food and Beverage	68,000.00	22,721.90	45,278.10	33.4%
Other Pro Shop	58,800.00	33,535.05	25,264.95	57.0%
<b>Total Golf Course &amp; Pro Shop</b>	<b>484,650.00</b>	<b>318,433.81</b>	<b>166,216.19</b>	<b>65.7%</b>
<b>Other Culture / Recreation</b>				
Rent Fees for Speer Center	1,170.00	630.00	540.00	53.8%
Way Building Rent	-	-	-	0.0%
Parks Maintenance Agreements	-	-	-	0.0%
<b>Total Other Culture / Recreation</b>	<b>1,170.00</b>	<b>630.00</b>	<b>540.00</b>	<b>53.8%</b>
<b>Total Culture / Recreation</b>	<b>485,820.00</b>	<b>319,063.81</b>	<b>166,756.19</b>	<b>65.7%</b>
<b>FINES &amp; FORFEITURES</b>	<b>BUDGETED</b>	<b>ACTUAL</b>	<b>REMAINING</b>	<b>% REC'D</b>
Court Fines	18,000.00	25,028.82	(7,028.82)	139.0%
Police Education	-	-	-	0.0%
Misc Charges for Services	1,000.00	4,032.02	(3,032.02)	403.2%
Taxi Application Fees	2,100.00	4,633.50	(2,533.50)	220.6%
Parking Violations	150.00	360.00	(210.00)	240.0%
Towing Fees	-	-	-	0.0%
Confiscated and Restitution	-	-	-	0.0%
<b>Total Fines and Forfeitures</b>	<b>21,250.00</b>	<b>34,054.34</b>	<b>(12,804.34)</b>	<b>160.3%</b>
<b>INTEREST EARNINGS</b>	<b>BUDGETED</b>	<b>ACTUAL</b>	<b>REMAINING</b>	<b>% REC'D</b>
Law Enforcement Trust Income	-	-	-	0.0%
Other Interest	-	97.04	(97.04)	100.0%
Unrealized Gain	-	-	-	0.0%
Bond Interest	-	-	-	0.0%
<b>Total Interest Earnings</b>	<b>-</b>	<b>97.04</b>	<b>(97.04)</b>	<b>1.00</b>

**CITY OF ARCADIA  
REVENUE BUDGET REPORT  
GENERAL FUND  
AS OF AUGUST 14, 2014**

<b>GENERAL FUND REVENUES</b>	<b>BUDGETED</b>	<b>ACTUAL</b>	<b>REMAINING</b>	<b>% REC'D</b>
<b>RENTS &amp; ROYALTIES</b>				
Mobile Home Park Rent	230,000.00	175,136.20	54,863.80	76.1%
Mobile Home Park Laundry	850.00	811.00	39.00	95.4%
<b>Total Rents &amp; Royalties</b>	<b>230,850.00</b>	<b>175,947.20</b>	<b>54,902.80</b>	<b>76.2%</b>
<b>SALES/COMP FOR LOSS OF FIXED ASSET</b>	<b>BUDGETED</b>	<b>ACTUAL</b>	<b>REMAINING</b>	<b>% REC'D</b>
Sale of Fixed Asset	-	-	-	-
<b>SALE OF SURPLUS MATERIALS/SCRAP</b>	<b>BUDGETED</b>	<b>ACTUAL</b>	<b>REMAINING</b>	<b>% REC'D</b>
Sale of Surplus Materials	5,000.00	10,417.40	(5,417.40)	208.3%
<b>Total Sale of Surplus Materials</b>	<b>5,000.00</b>	<b>10,417.40</b>	<b>(5,417.40)</b>	<b>208.3%</b>
<b>CONTRIBUTE / DONATE FROM PRIVATE</b>	<b>BUDGETED</b>	<b>ACTUAL</b>	<b>REMAINING</b>	<b>% REC'D</b>
Miscellaneous Donations -Police		13,268.10	231.90	100%
<b>OTHER MISC REVENUE</b>	<b>BUDGETED</b>	<b>ACTUAL</b>	<b>REMAINING</b>	<b>% REC'D</b>
Copies - City Hall	100.00	274.00	(174.00)	274.0%
Copies - Police Station	-	-	-	0.0%
Miscellaneous	500.00	-	500.00	0.0%
Miscellaneous Refunds	11,000.00	-	11,000.00	0.0%
Housing Authority Prior Payment	-	-	-	0.0%
<b>Total Other Misc Revenue</b>	<b>11,600.00</b>	<b>274.00</b>	<b>11,326.00</b>	<b>2.36%</b>
<b>CONTRIBUTION FROM OTHER FUNDS</b>	<b>BUDGETED</b>	<b>ACTUAL</b>	<b>REMAINING</b>	<b>% REC'D</b>
Transfer from Water (Loan)	53,000.00	-	53,000.00	0.0%
<b>Total Contribution from Other Funds</b>	<b>53,000.00</b>	<b>-</b>	<b>53,000.00</b>	<b>0.0%</b>
<b>TOTAL GENERAL FUND REVENUES</b>	<b>4,779,659.00</b>	<b>3,582,777.81</b>	<b>1,210,381.19</b>	<b>75.0%</b>

**CITY OF ARCADIA  
EXPENSE BUDGET REPORT  
GENERAL FUND  
AS OF AUGUST 14, 2014**

<b>LEGISLATIVE/COUNCIL EXPENSES</b>				
<b>ACCOUNTS</b>	<b>BUDGETED</b>	<b>ACTUAL</b>	<b>REMAINING</b>	<b>% USED</b>
Personnel Expenses	22,977.00	21,051.23	1,925.77	91.6%
Operating Expenses	51,611.00	26,184.16	25,426.84	50.7%
<b>TOTAL LEGISLATIVE/COUNCIL</b>	<b>74,588.00</b>	<b>47,235.39</b>	<b>27,352.61</b>	<b>63.3%</b>

<b>RETIREE &amp; COUNCIL RETIREES</b>				
<b>ACCOUNTS</b>	<b>BUDGETED</b>	<b>ACTUAL</b>	<b>REMAINING</b>	<b>% USED</b>
Personnel Expenses	28,499.00	30,171.73	(1,672.73)	105.9%
(Overage due to Health Insurance)				

<b>EXECUTIVES</b>				
<b>ACCOUNTS</b>	<b>BUDGETED</b>	<b>ACTUAL</b>	<b>REMAINING</b>	<b>% USED</b>
Personnel Expenses	203,736.00	105,026.98	98,709.02	51.6%
Operating Expenses	17,550.00	18,555.34	(1,005.34)	105.7%
<b>TOTAL EXECUTIVE</b>	<b>221,286.00</b>	<b>123,582.32</b>	<b>97,703.68</b>	<b>55.8%</b>

<b>FINANCIAL &amp; ADMINISTRATIVE</b>				
<b>ACCOUNTS</b>	<b>BUDGETED</b>	<b>ACTUAL</b>	<b>REMAINING</b>	<b>% USED</b>
Personnel Expenses	115,690.00	95,368.14	20,321.86	82.4%
Operating Expenses	36,713.00	32,779.95	3,933.05	89.3%
<b>TOTAL FINANCE &amp; ADMINISTRATIVE</b>	<b>152,403.00</b>	<b>128,148.09</b>	<b>24,254.91</b>	<b>84.1%</b>

<b>LEGAL COUNCIL</b>				
<b>ACCOUNTS</b>	<b>BUDGETED</b>	<b>ACTUAL</b>	<b>REMAINING</b>	<b>% USED</b>
Professional Services	70,000.00	60,184.15	9,815.85	86.0%
Other Legal Services	60,000.00	7,407.12	52,592.88	12.3%
<b>TOTAL LEGAL COUNCIL</b>	<b>130,000.00</b>	<b>67,591.27</b>	<b>62,408.73</b>	<b>52.0%</b>

<b>COMPREHENSIVE (COMMUNITY DEVELOPMENT)</b>				
<b>ACCOUNTS</b>	<b>BUDGETED</b>	<b>ACTUAL</b>	<b>REMAINING</b>	<b>% USED</b>
Personnel Expenses	55,511.00	46,863.84	8,647.16	84.4%
Operating Expenses	9,750.00	6,024.79	3,725.21	61.8%
<b>TOTAL COMPREHENSIVE</b>	<b>65,261.00</b>	<b>52,888.63</b>	<b>12,372.37</b>	<b>81.0%</b>

**CITY OF ARCADIA  
EXPENSE BUDGET REPORT  
GENERAL FUND  
AS OF AUGUST 14, 2014**

<b>OTHER GOVERNMENT SERVICES</b>				
<b>ACCOUNTS</b>	<b>BUDGETED</b>	<b>ACTUAL</b>	<b>REMAINING</b>	<b>% USED</b>
Personnel Expenses	18,000.00	-	18,000.00	0.0%
Operating Expenses	94,340.00	86,039.89	8,300.11	91.2%
Contingency	674,903.00	-	674,903.00	0.0%
<b>TOTAL OTHER GOVERNMENTAL SERVICES</b>	<b>787,243.00</b>	<b>86,039.89</b>	<b>701,203.11</b>	<b>10.9%</b>

<b>LAW ENFORCEMENT</b>				
<b>ACCOUNTS</b>	<b>BUDGETED</b>	<b>ACTUAL</b>	<b>REMAINING</b>	<b>% USED</b>
Personnel Expenses	1,172,668.00	973,845.26	198,822.74	83.0%
Operating Expenses	197,819.00	146,319.12	51,499.88	74.0%
<b>TOTAL LAW ENFORCEMENT</b>	<b>1,370,487.00</b>	<b>1,120,164.38</b>	<b>250,322.62</b>	<b>81.7%</b>

<b>VICTIMS OF CRIMES GRANT</b>				
<b>ACCOUNTS</b>	<b>BUDGETED</b>	<b>ACTUAL</b>	<b>REMAINING</b>	<b>% USED</b>
Personnel Expenses	40,104.00	33,413.60	6,690.40	83.3%
<b>TOTAL VICTIMS OF CRIMES GRANT</b>	<b>40,104.00</b>	<b>33,413.60</b>	<b>6,690.40</b>	<b>83.3%</b>

<b>POLICE EQUIPMENT GRANT</b>				
<b>ACCOUNTS</b>	<b>BUDGETED</b>	<b>ACTUAL</b>	<b>REMAINING</b>	<b>% USED</b>
JAGC-2014 ES-158	12,000.00	12,964.00	(964.00)	108.0%
<b>TOTAL POLICE EQUIPMENT GRANT</b>	<b>12,000.00</b>	<b>12,964.00</b>	<b>(964.00)</b>	<b>108.0%</b>

<b>SCHOOL CROSSING GUARD</b>				
<b>ACCOUNTS</b>	<b>BUDGETED</b>	<b>ACTUAL</b>	<b>REMAINING</b>	<b>% USED</b>
Personnel Expenses	18,988.00	12,627.38	6,360.62	66.5%
Operating Expenses	-	191.18	(191.18)	100.0%
<b>TOTAL SCHOOL CROSSING GUARD</b>	<b>18,988.00</b>	<b>12,818.56</b>	<b>6,169.44</b>	<b>67.5%</b>

<b>CODE ENFORCEMENT</b>				
<b>ACCOUNTS</b>	<b>BUDGETED</b>	<b>ACTUAL</b>	<b>REMAINING</b>	<b>% USED</b>
Personnel Expenses	32,343.00	27,460.80	4,882.20	84.9%
Operating Expenses	33,811.00	12,862.07	20,948.93	38.0%
<b>TOTAL CODE ENFORCEMENT</b>	<b>66,154.00</b>	<b>40,322.87</b>	<b>25,831.13</b>	<b>61.0%</b>
<b>TOTAL LAW ENFORCEMENT</b>	<b>1,507,733.00</b>	<b>1,219,683.41</b>	<b>288,049.59</b>	<b>80.9%</b>

**CITY OF ARCADIA  
EXPENSE BUDGET REPORT  
GENERAL FUND  
AS OF AUGUST 14, 2014**

<b>FIRE CONTROL</b>				
<b>ACCOUNTS</b>	<b>BUDGETED</b>	<b>ACTUAL</b>	<b>REMAINING</b>	<b>% USED</b>
Operating Expenses	356,076.00	355,300.10	775.90	99.8%
<b>TOTAL FIRE CONTROL</b>	<b>356,076.00</b>	<b>355,300.10</b>	<b>775.90</b>	<b>99.8%</b>

<b>CEMETERY</b>				
<b>ACCOUNTS</b>	<b>BUDGETED</b>	<b>ACTUAL</b>	<b>REMAINING</b>	<b>% USED</b>
Personnel Expenses	43,319.00	45,808.64	(2,489.64)	105.7%
Operating Expenses	7,345.00	4,624.46	2,720.54	63.0%
<b>TOTAL CEMETERY</b>	<b>50,664.00</b>	<b>50,433.10</b>	<b>230.90</b>	<b>99.5%</b>

<b>STREET DEPARTMENT</b>				
<b>ACCOUNTS</b>	<b>BUDGETED</b>	<b>ACTUAL</b>	<b>REMAINING</b>	<b>% USED</b>
Personnel Expenses	196,338.00	100,065.16	96,272.84	51.0%
Operating Expenses	149,375.00	119,152.25	30,222.75	79.8%
Capital Outlay	30,000.00	29,834.20	165.80	99.4%
<b>TOTAL STREET DEPARTMENT</b>	<b>375,713.00</b>	<b>249,051.61</b>	<b>126,661.39</b>	<b>66.3%</b>

<b>OTHER TRANSPORTATION</b>				
<b>ACCOUNTS</b>	<b>BUDGETED</b>	<b>ACTUAL</b>	<b>REMAINING</b>	<b>% USED</b>
Operating Expenses	57,253.00	30,123.54	27,129.46	52.6%
<b>TOTAL OTHER TRANSPORTATION</b>	<b>57,253.00</b>	<b>30,123.54</b>	<b>27,129.46</b>	<b>52.6%</b>

<b>VEHICLE AND FACILITY MAINTENANCE</b>				
<b>ACCOUNTS</b>	<b>BUDGETED</b>	<b>ACTUAL</b>	<b>REMAINING</b>	<b>% USED</b>
Personnel Expenses	101,500.00	79,805.09	21,694.91	78.6%
Operating Expenses	15,400.00	10,876.01	4,523.99	70.6%
Capital Outlay	3,500.00	3,444.15	55.85	98.4%
<b>TOTAL VEHICLE AND FACILITY MAINTENANCE</b>	<b>120,400.00</b>	<b>94,125.25</b>	<b>26,274.75</b>	<b>78.2%</b>

<b>GOLF COURSE</b>				
<b>ACCOUNTS</b>	<b>BUDGETED</b>	<b>ACTUAL</b>	<b>REMAINING</b>	<b>% USED</b>
Personnel Expenses	163,863.00	128,980.40	34,882.60	78.7%
Operating Expenses	60,771.00	62,831.22	(2,060.22)	103.4%
<b>TOTAL GOLF COURSE</b>	<b>224,634.00</b>	<b>191,811.62</b>	<b>32,822.38</b>	<b>85.4%</b>

**CITY OF ARCADIA  
EXPENSE BUDGET REPORT  
GENERAL FUND  
AS OF AUGUST 14, 2014**

<b>PRO-SHOP</b>				
<b>ACCOUNTS</b>	<b>BUDGETED</b>	<b>ACTUAL</b>	<b>REMAINING</b>	<b>% USED</b>
Personnel Expenses	91,016.00	59,090.67	31,925.33	64.9%
Operating Expenses	131,164.00	102,827.47	28,336.53	78.4%
<b>TOTAL PRO-SHOP</b>	<b>222,180.00</b>	<b>161,918.14</b>	<b>60,261.86</b>	<b>72.9%</b>

<b>PARKS DEPARTMENT</b>				
<b>ACCOUNTS</b>	<b>BUDGETED</b>	<b>ACTUAL</b>	<b>REMAINING</b>	<b>% USED</b>
Personnel Expenses	192,474.00	157,323.98	35,150.02	81.7%
Operating Expenses	44,725.00	32,211.23	12,513.77	72.0%
<b>TOTAL PARKS DEPARTMENT</b>	<b>237,199.00</b>	<b>189,535.21</b>	<b>47,663.79</b>	<b>79.9%</b>

<b>MOBILE HOME PARK</b>				
<b>ACCOUNTS</b>	<b>BUDGETED</b>	<b>ACTUAL</b>	<b>REMAINING</b>	<b>% USED</b>
Personnel Expenses	42,697.00	31,853.78	10,843.22	74.6%
Operating Expenses	82,450.00	88,298.21	(5,848.21)	107.1%
Capital Outlay	10,000.00	15,586.66	(5,586.66)	155.9%
<b>TOTAL MOBILE HOME PARK</b>	<b>135,147.00</b>	<b>135,738.65</b>	<b>(591.65)</b>	<b>100.4%</b>

<b>WAY BUILDING</b>				
<b>ACCOUNTS</b>	<b>BUDGETED</b>	<b>ACTUAL</b>	<b>REMAINING</b>	<b>% USED</b>
Operating Expenses	33,380.00	27,483.08	5,896.92	82.3%
<b>TOTAL WAY BUILDING</b>	<b>33,380.00</b>	<b>27,483.08</b>	<b>5,896.92</b>	<b>82.3%</b>

<b>TOTAL GENERAL FUND EXPENSES</b>	<b>4,779,659.00</b>	<b>3,240,861.03</b>	<b>1,538,797.97</b>	<b>67.8%</b>
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**CITY OF ARCADIA  
SM. CTY SURTAX/CAPITAL IMPROVEMENT  
BUDGETED REVENUE  
AS OF AUGUST 14, 2014**

	<b>Budgeted</b>	<b>Actual</b>	<b>Remaining</b>	<b>% Used</b>
Small Cty. Surtax	456,529.00	304,681.56	151,847.44	66.7%
Interest SBA	-	-	-	-
Other Interest Earnings	-	-	-	-
Interest on Investment Acct	-	-	-	-
Unrealized Gain	-	-	-	-
Other Miscellaneous	-	-	-	-
Fund Balance Reserves	-	-	-	-
<b>Total Surtax/Capital</b>	<b>456,529.00</b>	<b>304,681.56</b>	<b>151,847.44</b>	<b>66.7%</b>

**CITY OF ARCADIA  
SM. CTY SURTAX/CAPITAL IMPROVEMENT  
EXPENSES  
AS OF AUGUST 14, 2014**

	Budgeted	Actual	Remaining	% Used
<b>Way Building</b>				
Council Chambers	-			
Improvements	-			
<b>Total Way Building</b>	-			
<b>Streets</b>				
Street, Sidewalks & Curbs	400,000.00	62,711.00	337,289.00	15.7%
Stormwater Projects	-	-	-	-
Machinery & Equipment	-	-	-	-
Principal Bond Payments	-	-	-	-
ADM Fees - Bond 2003	-	-	-	-
Interest Bond Payments	-	-	-	-
Bond Administration Expense	-	-	-	-
Improvements (Computer Upgrades)		61,426.53	-	-
<b>Total Streets</b>	<b>400,000.00</b>	<b>124,137.53</b>	<b>275,862.47</b>	<b>31.0%</b>
<b>Debt Service</b>				
Principal	-	-	-	-
Interest	-	-	-	-
<b>Total Debt Service</b>	-	-	-	-
<b>Police</b>				
Improvements	-	-	-	-
Machinery & Equipment	-	-	-	-
<b>Total Police</b>	-	-	-	-
<b>Parks and Recreation</b>				
Improvements Golf Course	40,000.00	36,349.14	3,650.86	90.9%
Land	-	-	-	-
Machinery & Equipment	-	-	-	-
<b>Total Parks</b>	<b>40,000.00</b>	<b>36,349.14</b>	<b>3,650.86</b>	<b>90.9%</b>
<b>Contingency</b>	<b>16,529.00</b>			
<b>Total Transfers</b>	-			
<b>Total Capital Improvement/ Surtax</b>	<b>456,529.00</b>	<b>160,486.67</b>	<b>296,042.33</b>	<b>35.2%</b>

**CITY OF ARCADIA  
WATER/SEWER ENTERPRISE FUND  
REVENUE  
AS OF AUGUST 14, 2014**

**WATER/SEWER ENTERPRISE FUND REVENUES:**

<b>REVENUE SOURCE</b>	<b>BUDGETED</b>	<b>YTD ACTUAL</b>	<b>REMAINING</b>	<b>% REC'D</b>
Water Revenue	2,106,865.00	1,907,570.94	199,294.06	90.5%
Water Tap Fees	4,500.00	2,032.50	2,467.50	45.2%
Water Reconnect Fees	19,000.00	33,311.92	(14,311.92)	175.3%
Late Fees	100,000.00	134,097.08	(34,097.08)	134.1%
Sewer Revenue	1,524,835.00	1,383,454.25	141,380.75	90.7%
Sewer Tap Fees	8,500.00	636.00	7,864.00	7.5%
Water Meter Deposit interest		26,906.50		
Miscellaneous	-	475.00	(475.00)	100.0%
<b>Total Current Revenues</b>	<b>3,763,700.00</b>	<b>3,488,484.19</b>	<b>302,122.31</b>	<b>92.7%</b>

**CITY OF ARCADIA  
WATER/SEWER ENTERPRISE FUND  
EXPENSES  
AS OF AUGUST 14, 2014**

**WATER/SEWER ENTERPRISE FUND EXPENSES:**

<b>EXPENSES</b>	<b>BUDGETED</b>	<b>YTD ACTUAL</b>	<b>REMAINING</b>	<b>% USED</b>
<b>Water Treatment Plant</b>				
Personnel Services	173,304.00	187,739.53	(14,435.53)	108.3%
Operating Expenses	206,943.00	217,413.73	(10,470.73)	105.1%
Capital Outlay	8,000.00	-	8,000.00	0.0%
Debt Service Principal	207,494.00	-	207,494.00	0.0%
<b>Total WTP Expenses</b>	<b>595,741.00</b>	<b>405,153.26</b>	<b>190,587.74</b>	<b>68.0%</b>
<b>Waste Water Plant</b>				
Personnel Services	248,657.00	216,281.86	32,375.14	87.0%
Operating Expenses	463,768.00	446,159.27	17,608.73	96.2%
Capital Outlay		6,550.00		
<b>Total WWP Expenses</b>	<b>712,425.00</b>	<b>668,991.13</b>	<b>49,983.87</b>	<b>93.9%</b>
<b>Utility Collections &amp; Billing</b>				
Personnel Services	186,907.00	150,693.22	36,213.78	80.6%
Operating Expenses	65,218.00	47,618.71	17,599.29	73.0%
<b>Total UB Expenses:</b>	<b>252,125.00</b>	<b>198,311.93</b>	<b>53,813.07</b>	<b>78.7%</b>
<b>Water Systems</b>				
Personnel Services	164,256.00	102,997.95	61,258.05	62.7%
Operating Expenses	74,900.00	44,993.56	29,906.44	60.1%
Capital Outlay	56,000.00	46,640.95	9,359.05	83.3%
Total Debt Service	624,786.00	537,648.87	87,137.13	86.1%
<b>Total Water Systems Expenses</b>	<b>919,942.00</b>	<b>732,281.33</b>	<b>187,660.67</b>	<b>79.6%</b>
<b>Waste Water Systems</b>				
Personnel Services	144,104.00	114,135.59	29,968.41	79.2%
Operating Expenses	53,600.00	38,079.45	15,520.55	71.0%
Capital Outlay	15,000.00	-	15,000.00	0.0%
<b>Total Waste Water Systems Expenses</b>	<b>212,704.00</b>	<b>152,215.04</b>	<b>60,488.96</b>	<b>71.6%</b>
City-County Interconnect		-		
US #17 Widening		44,903.90		
<b>Subtotal:</b>	<b>2,692,937.00</b>	<b>2,201,856.59</b>	<b>542,534.31</b>	<b>81.8%</b>
<b>Total Expenses</b>	<b>2,692,937.00</b>			
RENEW AND REPLACE	450,000.00	-	450,000.00	
CONTINGENCY	620,763.00	-	620,763.00	
<b>TOTAL WATER/SEWER ENTERPRISE FUND EXPENSES:</b>	<b>3,763,700.00</b>	<b>2,201,856.59</b>	<b>1,613,297.31</b>	<b>58.5%</b>

**CITY OF ARCADIA  
SOLID WASTE ENTERPRISE FUND  
REVENUES / EXPENSES  
AS OF AUGUST 14, 2014**

**SOLID WASTE ENTERPRISE FUND REVENUES:**

<b>REVENUE SOURCE</b>	<b>BUDGETED</b>	<b>YTD ACTUAL</b>	<b>REMAINING</b>	<b>% REC'D</b>
Garbage Revenue	736,800.00	345,175.89	391,624.11	46.8%
Extra Trash Pick-Up	9,000.00	20,536.49	(11,536.49)	228.2%
Other Income	-	-	-	0.0%
Dumpsters	-	330,169.78	(330,169.78)	100.0%
Miscellaneous	-	-	-	0.0%
<b>TOTAL SOLID WASTE REVENUES</b>	<b>745,800.00</b>	<b>695,882.16</b>	<b>49,917.84</b>	<b>93.3%</b>

**SOLID WASTE ENTERPRISE FUND EXPENSES:**

<b>EXPENSES</b>	<b>BUDGETED</b>	<b>YTD ACTUAL</b>	<b>REMAINING</b>	<b>% USED</b>
PERSONNEL EXPENSES	275,657.00	250,706.88	24,950.12	90.9%
OPERATING EXPENSES	87,143.00	80,689.29	6,453.71	92.6%
LANDFILL CHARGES	273,000.00	204,119.64	68,880.36	74.8%
CAPITAL OUTLAY	110,000.00	20,250.00	89,750.00	0.0%
<b>TOTAL SOLID WASTE EXPENSES</b>	<b>745,800.00</b>	<b>555,765.81</b>	<b>190,034.19</b>	<b>74.5%</b>

**CITY OF ARCADIA  
AIRPORT ENTERPRISE FUND  
REVENUES / EXPENSES  
AS OF AUGUST 14, 2014**

**AIRPORT ENTERPRISE FUND REVENUES:**

<b>REVENUE SOURCE</b>	<b>BUDGETED</b>	<b>YTD ACTUAL</b>	<b>REMAINING</b>	<b>% REC'D</b>
Federal Grants	140,000.00	-	140,000.00	0.0%
* State Grants - D.O.T. - Lighting	242,962.00	242,962.00	-	100.0%
State Grants - D.O.T. - Pavement	185,000.00	163,029.49	21,970.51	88.1%
Rent	57,000.00	44,023.27	12,976.73	77.2%
Insurance Reimbursements	1,578.00	-	1,578.00	0.0%
<b>TOTAL AIRPORT REVENUES</b>	<b>626,540.00</b>	<b>450,014.76</b>	<b>176,525.24</b>	<b>71.8%</b>

**AIRPORT ENTERPRISE FUND EXPENSES:**

<b>EXPENSES</b>	<b>BUDGETED</b>	<b>YTD ACTUAL</b>	<b>REMAINING</b>	<b>% USED</b>
CAPITAL OUTLAY	505,000.00	494,069.82	10,930.18	97.8%
OPERATING EXPENSES	58,578.00	30,555.08	28,022.92	52.2%
<b>TOTAL AIRPORT EXPENSES</b>	<b>563,578.00</b>	<b>524,624.90</b>	<b>38,953.10</b>	<b>93.1%</b>

\* Supplemental Agreement dated February 28, 2013 - Amount for Lighting Grant increased from \$180,000 to \$242,962.