

**AGENDA
ARCADIA CITY COUNCIL
CITY COUNCIL CHAMBERS
23 N. POLK AVE., ARCADIA, FL
TUESDAY, SEPTEMBER 4, 2012
6:00 PM**

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

PRESENTATION

August 2012 Employee of the Month – Charlie Cobb, Streets Department

CONSENT AGENDA

1. Minutes of August 7, 2012 Regular Meeting
2. Minutes of August 21, 2012 Regular Meeting
3. Check warrants from 08/24/12 and 08/29/12
4. Special Event Permit and Street Closure for Car Show – Saturday September 15, 2012.
5. Special Event Permit for the third Saturday of each month at the Tree of Knowledge – Arcadia Main Street Saturday Farmers Market.

DISCUSSION ITEMS

6. Special Event Permit and waiver of fees for Trinity 4th Saturday Market – Trinity United Methodist Church – all held on Church Property including parking
7. Special Event Permit and waiver of fees for DeSoto Arts & Humanities Council at the Tree of Knowledge Park
8. Property and Casualty Insurance
9. Health Insurance Rates
10. Budget Amendments (Councilman Fink)
11. Water Company of America – Utilities Audit
12. FDOT Grant for Phase II of Security Fencing at the Airport
13. Contract for Fiscal Funding Year (FFY) 2012 CDBG Neighborhood Revitalization Program Administration Services as awarded to Guardian Community Resource Management, Inc.
14. Review and possible action on the recommendations of the Charter Review Advisory Board, with the intent to place them on the ballot of the next City Election. (Councilman Fink)
15. Certificates of Appreciation to members of all City Boards for their volunteerism to the City of Arcadia. (Councilman Fink)

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

Please TURN OFF or SILENCE all cell phones

RESOLUTIONS

16. RESOLUTION NO. 2012-07; A RESOLUTION AMENDING RESOLUTION NO. 2011-22 OF THE CITY OF ARCADIA TO CORRECT SCRIVENER'S ERRORS REGARDING FISCAL YEAR DATES AND PROVIDING AN EFFECTIVE DATE.
17. RESOLUTION NO. 2012-08; A RESOLUTION ADOPTING THE TENTATIVE MILLAGE RATE TO BE LEVIED BY THE CITY OF ARCADIA, FLORIDA FOR THE FISCAL YEAR 2012-2013
18. RESOLUTION NO. 2012-09; A RESOLUTION ADOPTING THE TENTATIVE BUDGET FOR THE CITY OF ARCADIA, FLORIDA FOR THE FISCAL YEAR 2012-2013

ORDINANCES

19. ORDINANCE NO. 977; FIRST READING OF AN ORDINANCE AMENDING SECTION 2-116 OF THE CODE OF ORDINANCES OF THE CITY OF ARCADIA TO AMEND THE REQUIREMENTS FOR SIGNING OF CHECKS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE. (City Attorney)

COMMENTS FROM DEPARTMENTS

20. City Marshal – August report included in packet
21. Attorney
22. City Administrator
 - a. Quotes on Smith Brown Gym
 - b. Pending budget amendment for CDBG engineering services

PUBLIC (PLEASE LIMIT PRESENTATIONS TO FIVE MINUTES)

MAYOR AND COUNCIL MATTERS

ADJOURN

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**MINUTES
CITY COUNCIL
CITY OF ARCADIA
TUESDAY, AUGUST 7, 2012
6:00 PM**

CALL TO ORDER, INVOCATION PLEDGE OF ALLEGIANCE & ROLL CALL

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

Arcadia City Council

Deputy Mayor Alice Frierson
Councilman Robert R. Allen
Mayor Keith Keene

Councilman Joseph E. Fink
Councilman Robert Heine

Arcadia City Staff

City Administrator Judi Jankosky
City Attorney Thomas J. Wohl
Captain Matt Anderson
Carrie Taylor, Golf Course
AJ Berndt, WTP

City Recorder Virginia S. Haas
Marshal Charles Lee
Jerry Cordes, Public Works
Fred Lewis, Systems

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

PRESENTATION

July Employee of the Month – Denise Musselwhite

Mayor Keene read and presented a plaque to Mrs. Denise Musselwhite for earning the July employee of the month.

CONSENT AGENDA

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

A motion was made by Councilman Heine and seconded by Councilman Fink to approve consent agenda items 1 – 5 as presented. The motion carried 5-0.

DISCUSSION ITEMS

6. Award CDBG Administrative Services

Mrs. Jankosky reported that staff reviewed five submittals and ranked each firm accordingly. She stated that the top ranked firm Guardian received a total of 485 points and recommended Guardian to be awarded the CDBG Administrative Services.

A motion was made by Councilman Heine and seconded by Councilman Fink to award Guardian the CDBG Program Administration Services for FFY 12/13. The motion carried 5-0.

7. Update on Discussion with Sheriff Wise regarding Law Enforcement Services

Mrs. Jankosky reported that she spoke with Sheriff Wise and a memo was provided in the packet for Council's review. Councilman Fink explained that according to global 5 of 97 the third paragraph of the minutes the Council asked for a specific cost analysis and an agreement and this information provided neither. He stated that this is not what the Council requested and he would like to go back and have a proposal put forward. He reiterated that this was not what the Council asked for unless we are now changing what we asked for. Mrs. Jankosky replied that they did discuss some numbers in general. She stated that Sheriff Wise said he could not touch the \$1.4 million as provided by the Arcadia Police Department. Staff alone, newer equipment and more training would be \$1 million to start and add 12 new vehicles and equipment to that number. Sheriff Wise said he could not do it for \$1.4 million. Mayor Keene reiterated that Councilman Fink wanted to see some numbers.

Deputy Mayor Frierson asked what purpose are the numbers if the Sheriff can't do it for \$1.4 million. Councilman Fink replied if we are asking to have service at the same level, the administration costs will go down considerably in a consolidation because the administrative staff is already in place. He added there are several people who do not work as Officers and their positions would be eliminated. He stated we don't have to do this and we can go back against what we asked originally. Councilman Allen inputted that he didn't think we needed to go any further at this time.

Councilman Heine said he didn't know the Deputies were making that kind of money and agreed that we didn't need to go any further. He then called for a motion to that effect. Councilman Allen seconded the motion. Mayor Keene thanked Mrs. Jankosky for the information. The motion carried 4-1 with Councilman Fink dissenting.

Mayor Keene stated this information would be useful in assisting the Council in the level of service since the budget is not yet completed.

8. Mobile Home Park RV Rate Schedule

Mrs. Jankosky reported that last year when the rates were raised we said we would analyze the expenses and they found that the Mobile Home Park did make money last year. As a good will gesture they would like to put forward a tiered rate to help those that were struggling at \$400 per month. Mrs. Carol Anderson responded to Deputy Mayor Frierson that there are 43 RV spaces. Mrs. Jankosky responded to Councilman Heine that the City's fees of \$400 per

month were less than the average at other parks because the City pays the electric charges. Mayor Keene confirmed that the request is rent decreasing as time goes on and leveling out at \$350 for the balance of the stay.

Councilman Heine made a motion to approve the tiered Mobile Home Park RV Rate Schedule as presented. The motion was seconded by Deputy Mayor Frierson and carried 5-0. Motion carried 5-0.

9. Property Insurance Schedule Review

Mrs. Jankosky reported this item does not require a motion only consideration. Mr. Ambler stated that this review pertains to the values that the buildings are insured as compared to the appraised values. He stated he has talked about this item a number of times and the policy renews October 1st. He requested that the Council appoint one member to sit on a committee with himself, Mrs. Jankosky and Ms. Haas to review the 92 items. Mrs. Jankosky stated she has been in touch with Department Heads regarding the list as well. Mr. Ambler explained that the caveat is that the City received FEMA money on some buildings following Hurricane Charlie and this requires the City to carry insurance at least for the amount that was received on those buildings however it has been eight years. The Insurance Company and FEMA had database access but that is now closed. If the City never receives FEMA money again then there is no worries. Deputy Mayor Frierson agreed to help staff review the buildings in question.

10. Request for Special Event Permit and waiver of fees – Myakka City Church of God – Event - Jesus' Hands Extended, 2nd Saturday Each Month at the Tree of Knowledge

Mr. Harold McConnell explained that his Church would be reaching out to the homeless providing a hot meal and clothing and he is requesting a permit for the second Saturday of each month from 4 to 6 p.m. at the Tree of Knowledge. Councilman Heine asked if we were charging the churches. Councilman Fink replied that we are charging everyone so far. Mr. McConnell responded to Deputy Mayor Frierson that the event would be held the second Saturday of every month from 4 p.m. to 6 p.m. and is strictly for the homeless. He added that right now he is ministering to 8 or 9 homeless and hoping to increase by holding the event downtown however the concept is still in the pilot process. He hopes later they can provide a building for them to shower and meet. He responded to Deputy Mayor Frierson that the meals are cooked at the church or house then brought to the site. Deputy Mayor Frierson asked Councilman Fink how this would affect the Antique Fair. Councilman Fink responded that the Antique Fair is held the 4th Saturday however Arts and Humanities Council have an event on the 2nd Saturday of each month.

Councilman Fink asked Attorney Wohl how can we justifiably distinguish between non-profit and churches or did the Council set a precedent under the previous actions which means we would be picking and choosing. Attorney Wohl replied that the waiver of the fees are on a case by case basis for the Council to approve or disapprove, so perhaps you might be getting into hot water for those not approved. He noted that Council could pass a Resolution differentiating non-profits from churches however there is still a grey area but it is a choice of the Council. Councilman Fink questioned what if there is a church that was not a religious organization who asked for consideration we would have to address that as well. Attorney Wohl responded that you would have some first amendment issues that you would want to

avoid. Mayor Keene responded that the Tree of Knowledge is a prominent place on Saturdays and asked Mr. McConnell if he has networked with the existing organizations providing this service to which the response was no.

Mayor Keene noted that his biggest concern was the conflict with other events going on downtown and taking away a Saturday is a significant concern in his mind. Mr. McConnell responded that normally at 3 p.m. that event is already complete and the public is moved out of the area. Mrs. Jankosky reported that the Art Walk is seasonal and ends around 3 p.m. Attorney Wohl responded that with the new event form you would be approving a permit for the year however you could always request the applicant reduce the request to three months.

Councilman Fink suggested one of the parking lots east of the old three story drug store which is not public parking but maintained by the Churches and the Methodist Church deals in a homeless kitchen house. Councilman Heine stated there will be no shade out there. Mayor Keene suggested a shorter time frame. Deputy Mayor Frierson suggested reviewing how the event goes before approving an entire year. Attorney Wohl reminded that Council needs to address the waiver of the fee as well. Mr. McConnell replied that he was prepared to pay the fee tonight.

A motion was made by Councilman Fink to approve the event for the 2nd Saturday from 4 p.m. to 6 p.m. not waiving the fees and staff apprised on how the event goes. If Council is agreeable then the event could be held on a month by month basis then on to consent agenda if all goes well. The motion was clarified that the event approved will occur on September 8, 2012. The motion was seconded by Councilman Heine and passed 5-0.

11. Spot Landing Event requested by Aviation Day Committee

Mrs. Jankosky asked that this item be tabled until the September 4, 2012 meeting because this item requires review by the Advisory Committee.

12. Marine Corps Reserve Toys for Tots requested use of old Police Department (Robert Ginis)

Mrs. Jankosky explained this is a request from the Marine Corps Reserve Toys for Tots to utilize the old Police Department or the old Fire Department at 10th and Cypress. They are expecting a huge influx of toys this year and are looking to get started now. Councilman Heine suggested that the old Fire Station would serve better.

A motion was made by Councilman Heine and seconded by Councilman Fink. Councilman Fink added as long as they agree to pay the electric. Attorney Wohl added you may want to require insurance due to volunteers. The motion carried 5-0.

13. Proposed City Administrator Employment Agreement (City Attorney)

Attorney Wohl stated the proposed agreement is identical to the previous Administrator's contract however we reduced salary to \$70,000 because Mrs. Jankosky utilizes the City's health insurance. Attorney Wohl stated in speaking to Mayor Keene that the Council will need to come to a consensus in regards to the term of the agreement and the number of weeks of severance pay. He noted that there is a maximum of 20 weeks allowed by law to give a City

Administrator in regards to severance. Mrs. Jankosky responded to Mayor Keene that typical terms are three to four years but that would be up to the Council. She relayed since the State changed severance maximums to 20 weeks she has seen anywhere from 12 weeks to 20 weeks severance. Mayor Keene stated we do require a probationary period of 6 months and we also need a performance standard to show accountability. His suggestion was to implement an annual contract or possibly a two year contract. Mrs. Jankosky responded that it does take time to get things done and sometimes you just get started then you could be gone. Mayor Keene confirmed his recommendation when in discussion with Attorney Wohl and Mrs. Jankosky as a two year contract. Mayor Keene said it would be better to refer to the severance in weeks. Councilman Fink asked about relocation to the area in the contract. He believes that is an important negotiation and relocation should be included within a certain amount of time which was a point of contention last time. Deputy Mayor Frierson agreed that relocation never happened last time. Mayor Keene replied that he was not sure if he was present during that controversy however everyone will agree that in today's time that is quite a directive to put on someone.

Mayor Keene stated he likes Councilman Fink's idea about moving into the County within a certain period of time however he believes that if someone can do their job and still be available as this position requires, he does not believe it should be a directive. Mrs. Jankosky said it is not a problem because she can surely get a rental. Attorney Wohl inputted that City Code simply states that the position is filled by a citizen and qualified voter of the State however; Council has the authority to tighten that requirement in the contract. Councilman Heine stated he believes Mrs. Jankosky already has a place in the County and that issue was left out of the past contract. He concurs with the three year contract and noted Mrs. Jankosky has done a tremendous job in cooperation with all the Department Heads.

Deputy Mayor Frierson stated that she did not know that the number of years was that important because termination and resigning is covered in the contract. Mayor Keene replied that it was no reflection on Mrs. Jankosky but he felt two years was a good number and setting the severance at 12 weeks. Councilman Allen replied that he didn't see anything wrong with the three year agreement as the contract is pretty tight and the length of the contract is immaterial. Mayor Keene responded that if that number is immaterial then why not a two year contract because he could make the same argument in the other direction. Attorney Wohl replied that the severance would not be there because if she survives past the six month probation and the Council decides to terminate or not renew her contract she would not be entitled to any severance. In essence, you are weighing time on whether you want to pay the severance.

A motion was made by Councilman Allen and seconded by Councilman Heine to approve the contract for three years with 12 weeks severance.

Councilman Fink stressed that he would prefer to have something in the contract that deals with living in the County because the last time it was omitted and was a bone of contention. Deputy Mayor Frierson responded that if anyone has looked at rentals in the County, decent rentals are few and far between and she was not sure that she could find anything. If Mrs. Jankosky has found something she's been fortunate.

Mrs. Lynne Kluytman, DeSoto County, stated she agreed with the two year contract, because if you hire someone they may not be doing a bad enough job to fire but then not doing a good

job and you are stuck with the years. Limit the time so you have to work to do a good job and not be lax. The people who work for the City are hired to serve in the best interest of the public and they should be a resident of the City.

Councilman Fink stated that he wants Mrs. Jankosky to succeed because if she doesn't succeed the Council will all look foolish and in the position where the City Council cannot do what it is suppose to do. He reiterated that he wants Mrs. Jankosky to succeed and he believes the two year term is sufficient. He noted that he has been involved in contract negotiations on several Administrators and has never seen anything but an annual renewal term. He added, secondly more than 75% of the communities require residency in the City or within the County they serve. He repeated that he wants Mrs. Jankosky to succeed and he is willing to work with her in every way possible but he could not support the motion.

Mayor Keene asked Mrs. Jankosky if the three year contract and twelve week severance was a deal breaker. Mrs. Jankosky replied no. Mayor Keene responded to Councilman Allen this is an important decision and it troubles me that we come in here with predicated decisions.

Mr. Tim Twohig, DeSoto County, asked Mrs. Jankosky's qualifications. Councilman Fink replied that this is not a qualifications debate by virtue of the vote of this Council. Mr. Twohig responded that there was nothing in the paper about her qualifications and he was just curious if she had a degree. Councilman Fink replied that was not what the Council was discussing that qualifications have been met and she has been hired as Administrator and whether she is qualified or not is based on the belief of the Council and is not a debatable issue at this time. Attorney Wohl agreed that the three issues on the table were: term of contract, number of severance and whether the contract will require her to reside within the City. Mr. Twohig withdrew his questions. He finalized that he hears all the time to buy locally but yet the Council is not requiring her to live in the county and questioned where she will be spending her money. Attorney Wohl explained that it does not have to be as black and white as to her residing in the City or not. Even though her permanent residence is elsewhere, she does spend the majority of her time in the city. He mentioned that the Council may choose a set number of nights she is required to be in the City. Mrs. Jankosky replied that she has no problem getting a rental here but not a permanent residence because she could be gone not having a place to live and looking for another job. Deputy Mayor Frierson asked what her answer would be to the Mayor's deal breaker question. Mrs. Jankosky replied no, not necessarily, as long as I'm not required to have a permanent residence here. She stated she is more than glad to have a rental property here and visit her family on the weekend. Councilman Heine called for the vote.

Mayor Keene corrected that Councilman Allen already called for the vote. Motion carried 3-2 with voting as follows: Councilman Heine, Yes; Deputy Mayor Frierson, Yes; Mayor Keene, No; Councilman Fink, No; Councilman Allen, Yes.

Councilman Fink requested that his reason for the vote be contained in the minutes because he wants Mrs. Jankosky to succeed but he wanted the residency a requirement. Attorney Wohl confirmed the motion as a three year contract with a twelve week severance and no requirement to live in the City or County.

14. Request from DeSoto County to Share City Office Space for Collaborative Efforts

Mrs. Jankosky reviewed a request from DeSoto County to share City space for their part time VA services and for collaborative efforts like business licenses, fire inspections and code enforcement. They requested possible use of the old Police Department as they need some offices because they deal in confidential matters. Mrs. Jankosky responded to Deputy Mayor Frierson that she was unsure of the daily usage however the City and County work together on codes because you are required to obtain a County license if your business is in the City. If we could have a collaborative office where we work together we can cover basis faster.

Councilman Fink stated that he can't vote for this if the County is not willing to provide the electric, water, phone and ADA compliance and according to this memo those items were left on the table. Mrs. Jankosky responded that the County is willing to talk about cost sharing should the Council be open to the idea. Mrs. Jankosky reported they are currently in the Administration building in small offices downstairs. Councilman Heine responded that they may have four offices. Marshal Lee explained the layout of the old Police Department offices which he thought might work. Deputy Mayor Frierson pointed out that she thought the Council wanted to rent that building. Mayor Keene stated he was hoping to have a meeting room there. Mrs. Jankosky responded to Attorney Wohl that the office lease would be a cost sharing and the County would pay the electric, phone, water and provide ADA compliance.

Mrs. Jankosky stated that another option would be the Speer Center and Ms. Carol Anderson will be moved out of there soon. The building is already ADA compliant. Council agreed to have Mrs. Jankosky speak to the County about potentially using the Speer Center. Attorney Wohl mentioned liability insurance should be supplied as well.

15. FDOT Grant Agreements for Airport Improvements

Mrs. Jankosky asked that this item be tabled to the next meeting.

16. Discuss Recommendation from Airport Advisory Committee

Mrs. Jankosky reported that this recommendation occurred last Thursday from the Airport Advisory Committee for the City to begin negotiations to buy out the Air-Cadia contract and the vote passed 6-0. Mrs. Jankosky responded to Mayor Keene that the contract is for 2.5 more years. Deputy Mayor Frierson asked why the Committee made this recommendation and what was the purpose. Mr. George Chase explained that over the past two years the Committee has discussed items to move the Airport forward. Four of the six members believe the biggest issue in the Airport's progress is the existing contract between the City and Air-Cadia and the City's interest would be better served if the City had complete control of the Airport as soon as possible. Therefore; a motion was made to advise the City to look into buying out the remaining contract and it passed 6-0. Deputy Mayor Frierson asked if the Committee had any suggestions. Mr. Chase responded that the Committee could certainly come up with some suggestions. Mrs. Becky Minnear, Air-Cadia, responded to Mayor Keene that this recommendation was a bit of a surprise but the Committee may be making assumptions based upon some wrong opinions and asked if the City was going to buy out the Air-Cadia contract. She continued that the Committee has the impression that Air-Cadia owes the City so much money that Air-Cadia would walk away.

Deputy Mayor Frierson asked Attorney Wohl to clarify the Butler Building in the contract. Attorney Wohl asked if we were discussing the unpaid insurance premiums and if so from what he sees those premiums have been unpaid for a number of years and that money is owed on the contract. He confirmed to Mrs. Minnear that there are some statutes of limitations. Deputy Mayor Frierson noted that the Finance Director at the July 24, 2012 meeting reference was made to misappropriation of funds and that Air-Cadia did not turn over revenue received from the Butler Building. Mrs. Minnear stated that the contract clearly states as part of the lease no money is given to the City for rental of the Butler Building. Attorney Wohl stated that he would sit down with the Finance Director and clarify the numbers. Mrs. Minnear responded to Attorney Wohl that Administration waived the fees because they had no way of defining the amounts. Attorney Wohl replied that he understood that she took the Administrator's word however a City Administrator cannot take action, had Council waived the fee, then it would be final. Attorney Wohl again stated that he would like to meet with Mr. Santana and Mrs. Jankosky to identify those numbers on the Butler Building. Mayor Keene reviewed the recommendation to buy out the Air-Cadia contract. He explained that the motion was unanimous by the Airport Committee and having served on the Council and previously tackling this issue there is a lot of misinformation. Mrs. Minnear responded to Mayor Keene that the fire code issues are a big bone of contention, and maybe it is in the City's interest however she believes that people do not understand the value Air-Cadia has in the contract.

Deputy Mayor Frierson asked if Mrs. Minnear could explain the question about paying sales tax. Mrs. Minnear responded that obviously they do pay sales tax and Mr. Santana is scheduled to meet with them on Tuesday the 14th to review that information. Mayor Keene returned back to the point of buying out the contract and asked if the Council was interested in the suggestion. Councilman Heine replied that the issue is not dying and we do need to deal with it.

Mr. Greg Smith, Airport Advisory Committee, explained that in recalling the discussion at the meeting the Committee reviewed that Air-Cadia doesn't perform certain work because it is not profitable for them. He suggested modifying the contract so Air-Cadia doesn't have to mow grass, supply fuel or provide flight service. Air-Cadia would just occupy the paint building for the remainder of the contract to conduct their business and the City would have the fuel, the Butler Building and terminal to operate which would increase income to the City. Deputy Mayor Frierson asked if we get the Airport back who would manage the fuel and the terminal. Mr. Smith replied that he was sure the City has someone who can handle those tasks better than how it is done now.

Councilman Fink responded that he felt he was getting a little maligned and that he did ask about the Airport sales tax while he was sitting at the dais and questioned if there was some other place he may have asked about the sales tax. Deputy Mayor Frierson responded that Councilman Fink did make a point as to whether Air-Cadia was paying sales tax. Councilman Fink replied because sales tax was not listed on the audit and that is a significant point. He continued that he didn't mention sales tax except for the rental of the Butler Building. He referred to the June 19th meeting when Councilman Heine asked about rental of the Butler Building and Mrs. Minnear said in an open meeting that the Butler Building was un-rentable. Councilman Heine asked at the last meeting how could that be because there is rent collected. He explained that Councilman Heine was not in error and heard exactly what the other Council heard so we can talk about varied stories however they are not coming from me. He suggested that being told for verification at a public meeting is considered in bad taste at best.

He stated that he didn't know if it is in the best interest of the City if and when the Air-Cadia is no longer affiliated with airport if it is best to have another FBO or staff to take over that particular job. He recommended if staff could return with a recommendation as to what is in the best interest of the City and at this time not make a unilateral suggestion at this point without having all the data.

Mayor Keene asked Mrs. Jankosky if the City has any funds to buy out the Airport contract. Mrs. Jankosky responded the City has no funds. Mayor Keene responded that answer affects our decision. He added that the Committee is doing great work and on their recommendation we should complete our due diligence. He noted that he was perplexed because he supported buying out the contract in the past however presently there is no money to buy out the contract. Councilman Allen inputted that he felt there was not enough information to make that kind of decision. Mayor Keene suggested having staff gather more information as to what the options might be and engage with Air-Cadia to see the willingness to do this. Mrs. Minnear responded to Mayor Keene that yes, Air-Cadia went through a lot last time this was approached. Deputy Mayor Frierson inputted that the City has no money to buy out Air-Cadia.

A motion was made by Deputy Mayor Frierson and seconded by Councilman Heine to drop the issue of buying out Air-Cadia due to lack of funds.

Councilman Fink added that considering the previous actions of the Council, Air-Cadia has not lived up to the contract and he doesn't see why the buyout is even in question. A buyout should not even be up for consideration because the City should not have to buy out something that is no longer contractually maintained.

Dr. Ernie Hewett, DeSoto County and Airport Committee member, stated he would like to address the insinuation that the contract was violated by Air-Cadia when in fact the City has violated the contract equally and also address the misappropriation of funds on insurance to which Councilman Fink and Mr. Santana alluded to for rental of the Butler Building. He stated that two of the Committee members tried to avoid this item coming forward as a motion so the Committee chose to entertain going into negotiations with Air-Cadia. He continued that they were hoping with the motion brought forward that the discussion would be squashed. He stated that there are allegations going back and forward that should not happen except through a court of law. He stated that he gave Attorney Wohl part of the contract and a verbatim from the workshop regarding the Butler Building. It is clear Air-Cadia owes nothing from the Butler Building, which is their building to do as they please as long as they mow and manage the Airport. Also the City does not always provide them with equipment required in the contract to do their job. This is a tit for tat which may not be settled except in a legal forum. He continued as for Councilman Fink's comment about the Butler Building not being rentable, yes Air-Cadia is renting it to the best they can at the moment however, the building does not meet fire code, nor does the Airport so they cannot rent that building commercially, which is their livelihood as Air-Cadia makes pittance off rentals of hangars and fuel, only \$1,000 per month. Their income is from their business that they cannot run properly because of the fire codes which apply to the Butler Building as well. He encouraged the Council to adhere to Deputy Mayor's motion and drop the subject and try to all get along.

Mr. Santana stated that he never accused anyone of misappropriation of funds. He asked Mrs. Jankosky following reading the Air-Cadia contract that 90 % of all rentals were paid to the City and he questioned the Butler Building. He encouraged that we enter a line item that if the Attorney determined rent was owed to the City however he never said there was any

misappropriation of funds. He was only asked to audit the financial aspects and now he is asked to audit the sales tax which he is more than happy to complete. He was also asked to audit the payroll taxes and he was told that was not going to happen by the Minnears. He finalized that he only did what was asked by the Council and he never said there was any misappropriation of funds.

Councilman Fink stated that he finds it offensive that Mr. Hewitt would say those things. There was an interaction from Dr. Hewett to Councilman Fink at this time that was inaudible; Councilman Fink replied "No that's Mr. Hewitt and it is not a debatable issue". Councilman Fink continued that never did he suggest that there was anything nefarious occurring out there. He stated however that he does find it curious that Mr. Hewett seems to be an advocate for the Minnears and he is one that is renting a space out there and he wondered if that was being disclosed on state forms.

Mr. George Chase stated that he didn't believe anyone from the Committee made any accusations; however this has been contention since the Committee was formed and the contract seems to be the stumbling block.

Mayor Keene stated that this is a discussion at every other Council Meeting and he is curious that no one is making any money and there should be some way we can collaborate to make some money. He continued that utilities are needed at the Airport then we could move forward which would open other opportunities. He asked Attorney Wohl to look in to the contract one more time see if the Minnears owe the City anything, what is our position and should we take the advice of the committee which was unanimous. Attorney Wohl confirmed what Dr. Hewitt said that the rent for the Butler Building is waived provided Air-Cadia is managing the Airport and mowing the grass. Then there are factual determinations to consider if they are not mowing the grass is it because they are not being provided the appropriate equipment and lastly, Air-Cadia must provide Airport lighting. We are looking at factual determinations whether those three items are occurring. Councilman Heine asked about the tractor. Mrs. Jankosky responded yes the tractor was down for a while and is not a new tractor but it is out there and working now.

Mayor Keene reconfirmed the motion from Deputy Mayor Frierson to not act on the recommendation of the Committee due to lack of funds. The motion was seconded by Councilman Heine and passed 4-1 with voting as follows: Councilman Heine, Yes; Deputy Mayor Frierson, Yes; Mayor Keene, Yes; Councilman Fink, No; Councilman Allen, Yes.

17. Roof Repair Quotes for the Way Building

Mrs. Jankosky reported on two estimates for roof repairs for the Way Building, one from Bowen and one from Stewart Construction. The quotes differ in price substantially. We did receive one from Summit Roofing however the description of services were questionable and there are questions whether two of the quotes are comparable. She stated that she could speak to Bowen and Stewart again to get additional details. Councilman Heine stated that both companies are highly qualified and have done work for the County. He did not believe they had complaints on either one but he doesn't understand the \$30,000 difference.

Mayor Keene asked Mrs. Jankosky to help him understand Bowen's two options. Mrs. Jankosky replied the two options are for a shingle roof and a metal roof. She gathers that on the East side of building where the parapets are located the roof slopes where drainage is not working properly. They are quoting sloping it to the back and building it up so it flows to rear of the building into the gutter. Both companies quote the 30 pound felt and firestone 160 membrane heat welded, other membranes and fiberglass duration 130 mph shingles. Both appear to be close. She added that it appears Stewart adds a little more work like high pressure cleaning the parapet walls. Councilman Fink asked Councilman Heine if this roof was repaired or replaced after Charlie and asked who conducted the work. Councilman Heine replied that he thinks the roof was replaced but he did not know who performed the work. Mrs. Jankosky added that the City did pay someone to repair the leaking for a substantial amount of money however the leaks are still there. Councilman Heine responded to Mayor Keene that Stewart did work on City Hall. Mrs. Jankosky verified that Mr. Underwood did take each Company on a tour of the roof and showed them the problem areas.

Mrs. Jankosky believes that Stewart is giving a little more work on the valley area where it is causing the leaks and creating a positive water flow, rebuilding the cricket and so on. Mayor Keene confirmed that the difference in amounts is a worthy question to ask. Councilman Fink stated that they should not wait until the next meeting the way the weather has been.

Councilman Fink moved to tentatively accept the Bowen bid with the understanding that Mrs. Jankosky discusses with both contractors the difference in amounts. If there is no satisfactory explanation then the contract stays with Bowen, if not we contract with Stewart. Councilman Heine seconded the motion.

Deputy Mayor Frierson stated that she didn't think it will take long for Mrs. Jankosky to gather the information and she didn't like the motion. Mayor Keene explained that this would give the Administrator the authority to move forward and make that decision. Councilman Allen suggested he would like to see some professional help for Mrs. Jankosky. Councilman Heine mentioned Roger Bassett. Councilman Fink mentioned Mr. Reece Welch who performs insurance inspections.

Mayor Keene restated the original motion to move forward with Bowen after Mrs. Jankosky has the opportunity to investigate the difference in amounts and seek out a professional opinion. The motion carried 5-0.

COMMENTS FROM DEPARTMENTS

18. City Marshal – July 2012 report included

Marshal Lee explained that he brought forward the draft contract for the Special Master to Mrs. Jankosky and the City Attorney to review. He explained there will be meetings coming forward on some properties for the Special Master to hear.

Marshal Lee reported that Tremron is making progress and currently 75% complete in what the City has asked them to do. There was a citizen complaint that they had their doors open between 8 a.m. and 6 p.m. however the machine was off and they are allowed to have the doors open as long as the machine is off.

19. Attorney

a. Options to Legislate Internet Cafes

Attorney Wohl reviewed that most local governments are doing nothing right now in regards to Internet Cafes. He explained that essentially whether they constitute illegal gambling is not a City decision it is a State and Sheriff Office decision. Some Sheriff Departments are enforcing and they are being prosecuted but it is still in the air because the Cafes are operating through a loop hole. In the 2012 legislative session it was discussed and some bills were issued but nothing has passed. There will be additional legislature in 2013. He added that Seminole County banned the Internet Cafes completely and now that case is at the District Court of Appeals in Atlanta which will be heard in January 2013. Many agree that case will give us an idea where this issue sits and along with legislative session we will have a better understanding. He noted that a handful of Counties and Cities have passed moratoriums and referenced that case. He suggested that right now you can do nothing and wait for legislation or a judicial decision or you can pass a moratorium. He was not sure if the City wanted to make a call by zoning regulation or land use as you may run into issues because Internet Cafes are commercial just like a restaurant or bar. His recommendation is to do nothing right now and we will have a clearer understanding in another six months.

b. Part III – Sunshine Law and Public Records

Attorney Wohl reviewed Part III of the Public Records law.

20. City Administrator

Mrs. Jankosky reported she would be meeting with Mr. Womack on garbage services and costs. Mayor Keene asked if we decided to privatize this service is Womack the only one. Mrs. Jankosky mentioned there was Waste Management out of Port Charlotte. Mayor Keene remembered back when they had the recycling presentation and suggested those presenters might be interested. Mrs. Jankosky confirmed she would follow up with those presenters.

Mrs. Jankosky updated Council on the FLC telecommunications audit with an estimated savings of \$2,500 per month. She added that they are going to negotiate a credit for overpayments as well as changing cell phones to State Verizon contract saving \$500 per month.

Mrs. Jankosky reported that City Hall will be closed Friday August 31, 2012 for termite treatment.

Mrs. Jankosky reported that Mr. Ken Small, FLC will be speaking to revenue options for the City on August 14, 2012 at 5:30 p.m.

Mrs. Jankosky reported that she spoke with Hazen and Sawyer who noticed that our facility use plan relied on the City making the annual utility rate adjustments based upon the Public Service Commission index. Those adjustments were never made in 2010 and 2011 so the City lost close to \$60,000. In order to figure out exactly where we sit now the company who completed the study can conduct an updated rate study for \$5,000. Also she noted that the City is not meeting bond covenants right now. The revised study would give the City backing to the number if it is decided to raise those rates and become legal with our bond covenants.

The study will take approximately a week so she should have the numbers for the second meeting in August.

Mrs. Jankosky stated she has been combing through the budget and information on Health Insurance which could be a savings of \$120,000. She could balance the budget with that type savings along with cutting some expenditures resulting in saving all staff positions. The City purchasing manual allows for Council to authorize the City Administrator to negotiate the City's Health Insurance. She stated she would like to negotiate with the Company because if we don't do anything by October 1, 2012 it will cost an extra \$21,000 that we don't have.

Councilman Fink asked in balancing the budget would that be the institution of the 20% water and sewer increases. Mrs. Jankosky responded that is the water and sewer fund however the general fund can be balanced with the health insurance savings and reducing expenditures.

Deputy Mayor Frierson asked for clarification on the previous discussion on water rates and was the rates supposed to go into effect as they were recommended by the Council. Mrs. Jankosky responded that those rate increases were to go into effect per the Resolution and that did not occur. Deputy Mayor Frierson stated that this is important information for public to know which is why we are looking at a 20% increase. Mrs. Jankosky summarized that the rate study recommended a total of 50% increase over the two year period. There was a 20% and another 20% implemented which left 10% never enacted which has compounded over the years plus the adjustments from the Public Service Commission that never occurred. Mayor Keene responded that particular Resolution was adopted in 2009. Mayor Keene confirmed that the same consultant will update the rate study again which will provide the Council with additional information.

Councilman Heine made a motion to authorize Mrs. Jankosky to negotiate the City Health Insurance and return to Council for review. Mrs. Jankosky clarified that she would like to implement the change so employees can go into open enrollment in October. Councilman Allen seconded the motion.

Deputy Mayor Frierson asked if she checked with local companies to see if they could match that rate. Mrs. Jankosky responded no, that the other companies would require an agent of record letter and this company has an open record with BCBS. Mrs. Jankosky responded to Mayor Keene that the company is PRM. Councilman Fink asked if the City was going to become a member of PRM because it is less if you become a member rather than just buy insurance. Mrs. Jankosky responded yes the City would obtain a membership and PRM's commission is 1.67%.

Mayor Keene asked about PRM's track record. Mrs. Jankosky and Attorney Wohl agreed that PRM has much experience and that is what they do. Councilman Fink relayed when the Turner Center was blown down during Charlie it was listed as a Category 3 facility however the insurance did not reflect that although the County had been paying for the Category 3 building. The insurance paid off and made the building better than it was previously. Deputy Mayor Frierson asked Mrs. Jankosky if we were getting quotes for property insurance also. Mrs. Jankosky responded no, not as of yet. Mayor Keene asked because the health insurance was on a calendar year he thought they did not have to make the decision right now. Mrs. Jankosky replied that you could wait until January and if we get the \$120,000 savings that's great but through October, November and December you will be spending the \$21,000 that we could be

saving now. Deputy Mayor Frierson explained that if we switch now we will save in the premiums. Mrs. Jankosky confirmed yes, that she would love to switch now, save and move to the fiscal year enabling us to better adjust the budget.

Mrs. Jennifer Backer, Albritton Insurance, explained that if you choose the open plan you are eliminating other markets like United, Humana, and Aetna that may have networks in Desoto County. She gave an example of switching the City of Wauchula to United allowing them to receive better in network benefits and saving more than \$120,000. She explained that she is not promising anything however if you limit yourself to BCBS you are doing a disservice to the City especially considering your budget crunch. She continued that Mrs. Jankosky is correct about needing an agent of record however you can revoke an agent of record just as quickly. The agent of record allows them to pull the City's census data, submit to the carrier and receive accurate rates. She explained that the employees have an annual deductible and if you switch the renewal dates the deductible will roll to zero in October. Mrs. Jankosky responded that PRM agreed to roll over the employee deductibles.

Mr. Lew Ambler stated that PRM is a multiple employer trust and they have been around for some time. He noted that the County just moved their health insurance in the middle of the year because they were not happy with the services provided. He stated that PRM is going to have to have the agent of record and the only way there will be a cost difference as to whether they provide or he provides a quote is the cost to provide the service. He confirmed that he would match any price for example if PRM says they will do it for 1.5% I will do it for less or for a flat fee. Mrs. Backer, Albritton Insurance, replied that you have to charge the normal or flat fee per statutes. Mr. Ambler stated that jumping to PRM at this point will do your employees a disservice and encouraged Council to stay on the calendar year. Deputy Mayor Frierson stated that if the local people can give us a quote we owe it to the locals to give them an opportunity. Mrs. Jankosky responded that you could pick one and give an agent of record and you are canceling Gehring. Mayor Keene stated that all the presentations were excellent and they all should have an opportunity to quote the City's Insurance. Mrs. Jankosky reported that people have reported they are unhappy with United prescription coverage.

Mr. Santana explained that the deductible is important and the City should continue to January even if we are paying more, we have already been paying over the last 6 years. He explained that when you get a new policy you always get a huge discount, then the next year it goes up 20% to 30% and that is important to negotiate. He questioned that he didn't understand how the deficit is balanced by the savings of \$120,000 and he would love to be included in that to see how we did that.

Mrs. Backer stated that if you go with PRM and you decide to leave the pool individual BCBS won't be able to quote for the first year. The loss ratio has to do with the day to day service so that is why you should go with someone local who can manage your loss ratios daily. Mrs. Jankosky responded that the loss ratios are 54% which is very low. She noted that the average increases for PRM are typically 9% to 14%.

Mayor Keene believes that we still need to give all parties a fair chance. Deputy Mayor Frierson agreed and stated that it would not be fair to the employees since they may have already met their deductibles. Mrs. Jankosky responded that if we contracted with PRM the employees would not lose their deductible and it would roll over. Councilman Fink stated that the Council asked the insured whether they wanted to remain with the current or switch to

PRM which was significantly lower. This body legislated as to what they wanted as insurance, and he didn't know if that is good government or not however we need to think about the people who came in and gave their time and effort to present.

Vote on the motion failed 5-0.

Mrs. Jankosky then asked what the pleasure of the Council is. She could get a quote from the current agent and pay the additional 30%. Councilman Fink stated the Council has had significant input from those who made presentations and he prefers if we want people to use local we should negotiate local. He asked that this item be placed on the agenda and give PRM the option of coming presenting and if they don't want to come, do we really want to deal with them.

Mayor Keene stated that Mrs. Jankosky should get some information from Ghering since they are the City's current agent of record and let them know we are shopping around. Mayor Keene stated that he likes the idea that they are local but we need to look at the level of service you can get also and we are covered through this calendar year anyway. Mrs. Jankosky replied that she can ask Ghering and explained that there is a trust factor associated with them which is why we are looking. We have a 54% loss ratio and there is no reason why we were quoted a 21% increase.

PUBLIC (PLEASE LIMIT PRESENTATIONS TO FIVE MINUTES)

Mr. Charles Conklin thanked Marshal Lee following the food distribution for coming to the Way Building. He stated he has requests from the people that work at the food distribution and from Mrs. Valerie Gilchrist to have Council visit on the 1st and 3rd Wednesday of the month and talk to the volunteers. He explained that Mrs. Gilchrist does not make anything from the distribution and asked how someone can survive on \$800 per year. He stated they feel that they have no one to come over and be with them. Mayor Keene asked what Mrs. Gilchrist would like the Council to do. He responded that she just wants to talk and there are people there that donate time, he donates his time and they feel they are left out. They want to see participation from the City. Mayor Keene stated that he works however when they start doing distribution on a Saturday or Sunday he could attend. Mr. Conklin explained that the people that volunteer their time would like to see the City, they don't want recognition just that you respect them. Mayor Keene responded that he does respect them very much. Mr. Conklin stated that he called Deputy Mayor Frierson over one time and he was sorry he called her over for what she recommended him as and he called her over to talk to the volunteers. Deputy Mayor Frierson responded that she didn't think we should go into this because the public doesn't want to hear it and Mr. Conklin was very untrue.

Mr. Conklin asked again if someone would go over there to see them and added that there are some Council that do not work. Deputy Mayor Frierson replied that she went when he called and he had nothing to say but to trash her. Mr. Conklin replied that he did not trash her. Deputy Mayor Frierson responded that he did and would he like for her to tell the public. Mr. Conklin replied that she could go ahead and tell as they have already heard it over there.

Mr. Jorge Santana stated that he attempted to request information from the Personnel Director and has not received anything. He didn't think this was the correct forum so he asked if the Council could meet with him at City Hall on some issues. Councilman Heine stated he thought

Mr. Santana wanted to meet with the whole council. Mr. Santana questioned if this was the only forum he could present in. Attorney Wohl replied that he could meet with each Councilmember individually but not share information or share what each said to the other. Mr. Santana said he would address the Council at that time. He passed around a packet of information to each Council Member. He added this was a personnel issue that he tried to address however he would have to address it now. He continued On July 6th he received an email sent to Mrs. Jankosky from Deputy Mayor Frierson asking him to resign and stating that she has had a problem with him since he was hired. He continued that he was hired on August 23, 2010 and from that day to October 3, 2011 she was part of the public. He stated Deputy Mayor Frierson was sworn in on October 4, 2011 and from that point she was clearly bias towards him and her bias in her email led to him being accused of being a thief and negligent in performing his duties on Thursday, August 2, 2012 Mrs. Jankosky as witnessed by Ms. Haas and Officer Quinn Jones, Arcadia Police Department. He added that no proof has been given to him of these accusations and still none has been provided as of this day. He stated he is being questioned for over 25 minutes that he lied on his timesheet when within August 23, 2010, and March 5, 2012 he attended dozens of workshops and dozens of meetings which he was not compensated that equates to over 2,000 hours given to the City and he is being questioned for 25 minutes. He continued that the information goes onto discuss issues about Dr. Miller that the Council can read. He stated he is here because of those accusations and haven't been provided any proof. He was stopped by someone at Walmart on Monday telling him that she heard rumors that he was going to be out of here. He stated that he gave the Council all the details and support with two staff attesting on page two. Mr. Santana finalized that his reputation has been sullied saying that he was negligent and a thief.

Mrs. Lynne Kluytman, DeSoto County, met with Habitat for Humanity and other charity organizations and was thinking about having a community garden, something to bring the community together and involve the youth. She was wondering who would be the appropriate channels to work through. Mayor Keene asked if there are opportunities to collaborate with the 4H club and the extension office. Mayor Keene noted that here in the City he was not sure about the zoning regulations. He mentioned a spot near his house and plenty of property where there could be a community garden. He asked if she had a plan and if so he would be interested in hearing because many communities have those gardens which could be a real plus. Attorney Wohl noted that the first requirement is the land would have to be zoned agriculture. Mayor Keene responded to Mrs. Kluytman that the proper contact would be Mrs. Jankosky the City Administrator. Attorney Wohl also encouraged her to speak with the Extension Agency. Mayor Keene agreed and when they arrive at a plan they could discuss the legal barriers to make a program like that available in the community.

Mrs. Kluytman asked who she should speak with if a business wanted to expand their restaurant and add a new grease trap that is above ground. Attorney Wohl replied that she should contact Mr. Lester Hornbake at the County Building Department.

Mrs. Kluytman stated that it does seem to her that people in most communities have the same feeling that their government is looking down at the people and the gentleman previously may be just looking for recognition or a handshake.

MAYOR AND COUNCIL MATTERS

Councilman Heine reported that the restrooms at the Tree of Knowledge bathrooms were locked during an event. Mrs. Jankosky reported that the City has an on-call person however they are looking at making that a new process such as a part time person on the weekends.

Councilman Fink asked if the City Attorney received a copy of Mr. Santana's documents. Councilman Fink stated that he talks to the City Administrator concerning staff and never suggests that any staff resign and he is astonished. Deputy Mayor Frierson replied that she never called him a thief she didn't think it warranted a discussion. Councilman Fink replied he believes it does warrant a discussion if this is her email that says "it is my firm belief that this City would be well served if the Finance Director were to resign". Deputy Mayor Frierson replied that she does believe that statement. Councilman Fink asked for the floor while he was still speaking. He stated that the Council is the hire and fire of the Administrator and the Administrator has free reign to have employees and it is not our say as to who those people should be. He continued that we hamstringing this person as Administrator by suggesting that this City would be better served if they were to resign. He stated that portrays lack of confidence in the Administrator and their abilities by having that person in the position and he believes according to the Charter that Council is not supposed to do that.

Councilman Heine responded that he believes the Administrator at that time did the hiring and that is his job. Mayor Keene confirmed. Deputy Mayor Frierson replied that unless Councilman Fink knows all the background she feels he is speaking out of turn. Councilman Fink replied he does not believe so and he read again from the e-mail, "the City would be well served if the Finance Director were to resign". Mayor Keene replied that he believes this position is the responsibility of the City Administrator which puts it back in Mrs. Jankosky's court. Attorney Wohl replied that according to the phrase he heard "I suggest" that is an opinion just like the public has an opinion. Attorney Wohl understands Councilman Fink's position and that is Mr. Santana's decision if he resigns however he believes there are no legal implications.

Mayor Keene congratulated Mrs. Jankosky however he still thinks three years was too much but that is here nor there. He believes his charge to Council is that we hold our integrity high and our accountability is there. He stated that if we don't come up with some performance standards we are doing a huge injustice. He continued that the evaluation previously used was too vague and unless we have measurable accountability it will be difficult to see the job the Administrator is doing.

Mayor Keene asked Marshal Lee about the email investigation. Marshal Lee replied that they have issued subpoenas to the internet service provider and he will keep the Council advised.

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ADJOURN

There being no further business, the meeting was adjourned at 8:30 p.m.

APPROVED THIS __ DAY OF _____, 2012.

By:

Keith Keene, Mayor

ATTEST:

Virginia S. Haas, City Recorder

**MINUTES
CITY COUNCIL
CITY OF ARCADIA
TUESDAY, AUGUST 21, 2012
6:00 PM**

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

CALL TO ORDER, INVOCATION PLEDGE OF ALLEGIANCE & ROLL CALL

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

Councilman Fink gave the invocation followed by the Pledge of Allegiance.

Arcadia City Council

Mayor Keith Keene

Councilman Robert Heine

Councilman Robert R. Allen

Deputy Mayor Alice Frierson

Councilman Joseph E. Fink

Arcadia City Staff

City Administrator Judi Jankosky

Marshal Charles Lee

City Attorney Thomas J. Wohl

Interim Finance Director, Shelly Baumann

Steve Underwood, WWTP

City Recorder Virginia S. Haas

Captain Matt Anderson

Carrie Taylor, Golf Course

AJ Berndt, WTP

Jerry Cordes, Public Works

PRESENTATION

Bike and Pedestrian Master Plan: Tindal – Oliver and Associates, Inc.

Jason Green, Wyler Engineering and William Rohl, Tindal - Oliver

Mr. William Rohl, Tindal – Oliver and Associates, Inc. presented the bike and pedestrian master plan consisting of twelve priorities and action items. 1) Add pedestrian crossings at US 17. 2a) Improve Oak Street Intersections at Monroe and Polk. 2b) Complete sidewalk gap on SR 70 east of split 3) Redevelop Oak Street between DeSoto and Brevard Avenues. 4) Install right-turn warning at intersections of SR 70 and US 17. 5) Add Pasco Avenue crosswalk connections 6) Improve SR 70 westbound at Mills Avenue. 7) Extend sidewalk at US 17 south of Palm Street 8) Improve Oak Street Downtown connection, SR 70 to Lee Avenue 9) SR 70-Extend sidewalk to Walmart. 10) Improve US 17 North, Imogene Street to Fiveash Street. 11) Add pedestrian crossing, SR 70 west of downtown. 12) Add pedestrian crossings, SR 70 east of downtown. Additional action items included coordinating safety outreach/education and enforcement, converting existing alleyways in downtown into pedestrian areas, and maintaining momentum with addressing safety problems and high-crash locations. He reviewed the dates of public involvement.

He asked if there were any questions from Council or the Public. Mr. Greg Smith stated that turning on the streets is already a problem and that should be taken into consideration. Mr. Rohl replied that improvements to that area will ensure that vehicles drive slowly ensuring more safety for the pedestrians. Mr. Rohl then asked if the Council would adopt or endorse the bike/pedestrian master plan summary report.

A motion was made by Councilman Heine and seconded by Councilman Fink to endorse the bike/pedestrian summary report as presented. The motion carried 5-0.

Mayor Keene asked if the Council would allow him to contact the District Section at the Department of Transportation (DOT) to address the talking points and safety issues on US 17.

A motion was made by Councilman Heine and seconded by Councilman Fink to allow Mayor Keene to contact DOT and address the safety issues on US 17. The motion carried 5-0.

CONSENT AGENDA

1. Minutes of July 31, 2012 Budget Workshop Meeting
2. Check warrants from 08/07/12, 08/10/12, 08/15/12 and 08/17/12
3. Special Event Permit for Chamber of Commerce Tailgate Party at McSwain Park

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

DISCUSSION ITEMS

4. 2012 Loan Agreement for T-33 Aircraft Lake Katherine

Mrs. Jankosky reported that the 2012 Loan Agreement for the T-33 Aircraft at Lake Katherine was received which was a standard agreement. Also repairs are ongoing at Lake Katherine Park including the water fountain and aircraft.

5. Air-Cadia Flowage and Hanger Rent Report for July 2012

Mrs. Jankosky reported that Mrs. Minnear pays the City when she receives the funds in order to keep her records straight. Councilman Fink responded that is not the City's concern and it sounds like a bookkeeping issue. Attorney Wohl replied that advanced payments need to be tendered to the City per the contract. **Mayor Keene confirmed that we should not deviate from what the agreement requires.**

6. Air-Cadia Request for Direction

Mrs. Jankosky relayed that Mrs. Minnear would like direction on charging tie down fees as related to current tie-downs at the Airport particularly in the case of Mr. Rickey Hilton. Mr. Hilton confirmed that he currently has two planes tied down at the Airport near his hanger and he has no problem with paying the fees. **Council directed that fees be collected resulting from any tie-downs at the airport.**

7. Request from DHS Class of 2013 to utilize one bay at Cypress Fire Station for building Homecoming float from September 20, 2012 to October 11, 2012 – Confirmed with Toys for Tots currently utilizing one of the bays

A motion was made by Councilman Heine and seconded by Councilman Fink to approve the use of the Cypress Fire Station by DHS Class of 2013 to build their homecoming float. The motion carried 5-0. Councilman Fink requested that the antique fire truck be protected by caution tape.

8. Budget Amendments (Councilman Fink)

Councilman Fink stated that he brought this item forward because the Council has never taken formal action in requiring budget amendments to come before Council. In reviewing FS 166.241 we don't really have to take any formal action. Attorney Wohl responded that he doesn't like how the statute is drafted because it is a bit vague. The City's budget is adopted by Resolution and when there are amendments some do not have to be adopted by resolution. FS 166.241 (4) Subsection a) states appropriations for expenditures within a fund may be increased or decreased by motion recorded in the minutes if the total appropriations of the fund are not changed. The vagueness is that it all depends on how your budget is structured. If you spend above a particular line item the Administrator or Finance Director would come before Council for a formal motion to increase that line item. The governing body can authorize budget amendments by the Finance Director or Administrator as long as the total appropriation within that fund is not changed. As long as the bottom line in each fund is not changing that can be done by motion or the Council can give the authority to the Finance Director or Administrator. Councilman Fink asked is that for the line item or the fund. Attorney Wohl replied that is the reason why the statute is vague because it does not tell you which one. He attempted to find Attorney General Opinions for guidance but could not find any. He noted that Sebring does internal budget transfers and make it up in the end. Requiring Council to approve budget amendments would slow the efficiency of the Administration if they have to wait two weeks for approval from Council.

Councilman Fink asked Mrs. Jankosky when the crane was purchased for \$9,000 was there money in account 60640. Mrs. Jankosky replied that it depends on which account you are speaking if it is WWTP or other. Councilman Fink stated that we discussed in the workshop them having the crane in next year's budget but it was purchased on July 31, 2012 and the check was issued on August 2, 2012. Mrs. Jankosky replied that is the crane she told Council about on June 15, 2012 on which the brake failed. Councilman Fink responded but we did not take any action. Mrs. Jankosky replied that no action was taken because the purchase was less than \$15,000 which is according to the procurement policy.

Councilman Fink stated that since funds are so tight he prefers that Council vote on these issues which would be very easy. He did not think it stops the work of the Administrator. Councilman Heine asked wasn't this an emergency and safety issue. Mr. Steve Underwood confirmed that the purchase could not wait. Deputy Mayor Frierson stated she thought it was made very clear that it was a safety issue and she doesn't know what Councilman Fink's problem is. Councilman Fink replied that he doesn't have a problem with the purchase but would like to know so people can say that we acted prudently with their money and if not they will have a problem with us. Deputy Mayor Frierson replied that most departments have shown their dedication to the budget in the way they have saved, skimmed and done without and this Council can't chastise them in any way. Mrs. Jankosky reported that the WWTP is \$220,000 under budget as of the end of June. Councilman Fink responded that he is not chastising any department. Mrs. Jankosky noted that she brought this request to Council on June 15, 2012.

Councilman Fink replied that it would have been easy to vote on it right then. Mr. Underwood replied that he addressed the crane at the Enterprise Budget Workshop as well. Councilman Fink stated if you don't want to keep a handle on the finances of the City, just understand that some of us do. Deputy Mayor Frierson replied that everyone sitting on the Council is concerned about the budget.

Attorney Wohl stated that the City budget does not line up with statutes however you could give the Finance Director and the Administrator leeway within the budget and you are still keeping tabs on the overall budget allowing staff to operate efficiently which the statutes allow. Mayor Keene agreed that it gives you leeway and accountability which should be the responsibility of the Administrator and Finance Director. Mrs. Jankosky stated that if we ever go over the bottom line we would come to the Council. Attorney Wohl stated would the Council like to table this item, formulate a motion or meet with Mrs. Jankosky individually. Mayor Keene agreed that each Council Member could meet with Mrs. Jankosky regarding the current procedures.

9. Specific Authorization No. 15, CDBG Engineering Assistance

Mrs. Jankosky reported that this item is brought forward because it is over \$15,000 and is not included in the budget. There are pre-engineering plans that need to be completed for the CDBG to submit for permitting. Hazen and Sawyer, the City's contracted engineer will perform the engineering at a cost of about \$45,000. We do not have to complete the budget amendment today however we need to know where this money will come from. There are funds located in Capital Improvement and the Renewal and Replacement accounts. Mrs. Jankosky responded to Mayor Keene that time is of the essence for the grant and you can approve now and determine at the next meeting where the money should come from.

A motion was made by Councilman Fink to approve Specific Authorization No. 15, CDBG Engineering Assistance with staff reporting back with a funding source at the next meeting. The motion was seconded by Councilman Allen and carried 5-0.

10. Property and Casualty Insurance

As requested by the Council Mr. Lew Ambler, DeSoto Insurance, met with Deputy Mayor Frierson and Mrs. Jankosky to review property insurance rates. Mr. Ambler distributed the updated list. Mr. Ambler reviewed the list and noted some items were not increased like the old Water Plant that will be demolished. There are some buildings that will be addressed later in the agenda that need much repair. Most of the other items with the exception of a few buildings deleted will generate an additional premium of \$28,900. Mr. Ambler replied to Mayor Keene that the highlighted items are items over \$100,000 that the insurance company appraised in 2009 and they have been trying to address those issues. Some buildings are grossly underinsured. He gave an example of the City Hall/Fire Station that is currently insured for \$193,000 however it was appraised for \$640,000. The committee suggested insuring that building at \$500,000. The City Garage is insured for \$76,320 and that was increased to \$250,000. The Garage was appraised at \$500,000 however the reasoning for not insuring it at that amount was if that building was destroyed it would be replaced with a metal building and part of it would not be replaced. Councilman Fink asked the appraised value of the Speer Center. Mrs. Jankosky replied that the appraised value is \$683,000 and it is insured for \$76,000. Mr. Ambler noted that the Speer Center has some safety issues. Mrs. Jankosky reported to increase the Speer Center it would cost an additional \$4,552 for a total of about \$8,000. Deputy Mayor Frierson stated that the question is if the building is destroyed would we replace that building. Mr. Ambler reviewed the hangars at the Airport. He responded to Councilman Heine that a number of the buildings have been grossly underinsured. Councilman

Fink agreed that the historical buildings should be insured because of their historical value to the community. Mr. Ambler responded to Councilman Heine that you are buying a value based on what is there and if it was a metal building it would be a lot less than \$600,000. Mrs. Jankosky responded to Mayor Keene that we need to decide if we want to renew based upon the recommended schedule and we are entering our renewal period.

Mayor Keene asked if Mr. Ambler would be available to Council about the list to which he responded yes. Council agreed to review the list further.

11. Banking

Mrs. Jankosky reported that one of the banks require Council Minutes stating that Rachelle M. Baumann is recognized as an authorized signer for the City. Most of the banks only require two signatures and when there is a turnover every account has to be re-signed. She asked if we could amend the ordinance to two signatures consisting of the Administrator "or" Finance Director and a Council Member or two Council Members. If she goes on vacation no one can sign for her. Mayor Keene asked if that was why we there was three people historically to cover the situation. Mrs. Jankosky responded she didn't know why because the code says "and" but if you change it to "or" it would give options. Mrs. Baumann explained that when the City recorder was hired as a separate position the signers became the Administrator and the Finance Director and a Council Member. Since the banks only require two signatures it would make it easier for transition periods for the Ordinance to reflect Finance Director "or" Administrator and one Council Member. You would still meet the requirements of the bank. The City's requirements are more stringent than the bank. Councilman Fink suggested having the Attorney return with an Ordinance to that affect. Attorney Wohl confirmed the request and asked for a motion authorizing Rachelle M. Baumann as signer for the bank accounts.

A motion was made by Councilman Heine and seconded by Deputy Mayor Frierson authorizing Rachelle M. Baumann, Interim Finance Director, as authorized signer on all City of Arcadia Bank Accounts effective Friday, August, 10, 2012. The motion carried 5-0.

12. Vehicle Purchase

Mrs. Jankosky reported that Mr. Underwood and Mr. Cordes have worked hard to conserve resources; the vehicle purchase was not a budgeted item so she wanted to bring that to Council for review. She stated it was suggested that at the end of August, if the funds are available, that we seek purchasing some new vehicles. Mayor Keene concurred that staff needs to have the tools to do their job. Deputy Mayor Frierson stated that staff has done a commendable job conserving resources.

A motion was made by Councilman Heine and seconded by Deputy Mayor Frierson to allow the vehicle purchases provided the funds are available following review of the budget in August. The motion carried 5-0.

13. Appointing a member to the Airport Advisory Committee

A motion was made by Councilman Heine and seconded by Councilman Fink to appoint Mr. Ross Clark to the Airport Advisory Committee. The motion carried 5-0.

14. Appointing and Staggering Terms of Seven (7) New Members to the Historic Preservation Commission

City Council Meeting Minutes

August 21, 2012

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A motion was made by Councilman Fink and seconded by Councilman Fink to appoint seven new members to the Historic Preservation Commission to staggering terms as follows: Mr. Bruce Neveau, Mr. Dennis Tyson, Ms. Carol Mahler and Mr. Howard Melton for three year terms and Ms. Jane Martin, Ms. Pam Ames and Ms. Megan McKibben for two year terms. The motion carried 5-0. Attorney Wohl suggested conducting a Sunshine Law lecture to the new Historic Preservation Commission as they are subject to the Sunshine Law.

15. Services Agreement – Code Enforcement Special Master Mr. William J. Nielander

A motion was made by Councilman Heine and seconded by Councilman Allen to approve the Code Enforcement Agreement with Special Master Mr. William J. Nielander as presented. The motion carried 5-0.

COMMENTS FROM DEPARTMENTS

16. City Marshal - No report

17. Attorney

a. Part 4 – Standards of Conduct for Public Officers and Employees of the City

Attorney Wohl presented part 4 of standards of conduct for public officers and employees of the City. He introduced a new addition to the firm Ms. Danielle Brewer who is a DeSoto County native who works out of their Lake Placid Office.

18. City Administrator

a. Smith Brown Gym

Mrs. Jankosky reported that we need to create a fact finding committee for Smith Brown Gym and the Speer Center. She suggested collaborating with Coach Bowers, Mrs. Valerie Gilcrest, Historic Preservation Commission, Homeless Coalition, Habitat for Humanity and the Selby foundation to name a few of the groups who might assist in bringing these buildings back to code. There are a lot of safety issues at both of these buildings. It has been recommended until these safety issues are addressed that the buildings be temporarily closed. We can ask contractors to donate their time, materials, or windows to help bring these buildings back up to code. Councilman Fink replied that these buildings are much needed in the community and could we also ask a neighboring Church to allow Mrs. Gilcrest to continue her food distribution and assist Coach Bowers in continuing his tutoring sessions. Councilman Heine asked about the Speer Center. Councilman Fink responded that the Speer Center is located on the wrong side of town and they specifically have their clientele going there and it's convenient. Councilman Fink suggested the building used for the County Fair which is a close building and large enough. Mayor Keene inputted that he spoke to Coach Bowers and we know how important the Smith Brown Gym is to the Southwest Arcadia community. He stated that he understands the safety issues and encouraged that we move forward with this as quickly as we can and explore an opportunity with Redland Christian Migrant Association (RCMA) which is adjacent to the gym. He did not want Coach Bowers to lose the impact he is having on the community. Coach Bowers did say today that he could not be at the meeting however he would certainly volunteer in any way he can. Mayor Keene stated he would like to meet with Coach Bowers soon to get moving on a plan.

Mrs. Jankosky agreed to put together a plan of what needs to be done. Councilman Fink relayed to Mayor Keene that he was only thinking of this as a temporary solution because it is very important for them to continue their work. Councilman Allen said he attended the food distribution and he was impressed with the turnout and we need to proceed quickly in repairing the building. Councilman Heine noted it may cost \$40,000 to \$60,000 or more because it needs a new roof, plumbing, and electrical.

Councilman Allen stated we need to repair the roof soon as it is important to the community. Mrs. Jankosky responded to Councilman Heine that we don't have a written bid as of yet. She explained that the recommendation came forward from the Fire Inspectors and Insurer to temporarily close the buildings until repaired.

A motion was made by Councilman Fink to temporarily close the Smith Brown Gym with staff bringing to next meeting a cost analysis to get the building back up to code and staff to work with effected parties for alternative sites and bring funding possibilities. There was discussion about alternative sites. Mayor Keene confirmed this is allowing the Administrator authority to move forward for alternative sites. Councilman Fink stated it is our building and the City's responsibility to provide alternative sites. Mrs. Jankosky inputted that if there is no room at RCMA there are modular offices that can be placed on site. Councilman Fink added that also the churches may temporarily allow use of their facility. The motion was seconded by Councilman Heine and carried 5-0.

b. Speer Center

Mrs. Jankosky responded to Mayor Keene that the same safety issues exist at the Speer Center and we can put together a fact finding committee for that building as well.

c. Utility Rate Study

Mrs. Jankosky reported that the draft utility rate study came in and the rate increase she projected was confirmed. She will bring the final study to the next budget meeting to wrap it up before we go to the tentative and final budget adoption.

d. Health Insurance

Mrs. Jankosky reported that she thought there would be presentations tonight but not all the presenters could get the information together so she suggested that Council might have a workshop. Councilman Fink asked did they need to take action on an agent of record. Mrs. Jankosky responded that at this point she felt not because we can move forward with some United quotes received. Councilman Heine stated he felt the County may have some issues with United. Mrs. Jennifer Backer, Albritton Insurance, stated that they were able to get a couple of quotes but they do not have the claims data so they had to use manual rates which are not exact quotes. She continued that their opinion is for the City to piggy back, put out a RFQ or determine who your agent of record will be then at that point they can negotiate with BCBS which they cannot do without an agent of record. At that point you can determine what is best for the employees and cost savings for the City. Mayor Keene stated that he is concerned about the way we are doing this process as well and believes we need an agent of record. He asked in changing the agent of record if we are not satisfied we can hire another agent. Mrs. Backer responded yes you may change the agent of record at any time. Mayor Keene stated that the Council received presentations from all involved and it boils down to picking the agent of record we want to work with based on the services they offered.

A motion was made by Councilman Fink to appoint DeSoto Insurance as the agent of record. The motion was seconded by Councilman Heine. Deputy Mayor Frierson asked if there might be a conflict should any of the Council conduct business with DeSoto Insurance to which Attorney Wohl responded no that none of the Council would be receiving any special benefit. The motion carried 5-0.

Mrs. Jankosky reported that Mr. Harvey Sweeting, former Firefighter, has asked for his letter of eligibility. Mr. Sweeting currently has 22.5 years service which equates to the pro-rated schedule of City paid insurance at 75% and his letter is ready to be issued. Mayor Keene asked how many more Firefighters were left to which Mrs. Jankosky replied a few more. Mayor Keene noted that when this issue was brought to the Board of County Commissioners they were asking why it could not be done all in one action, however we need to wait for their request before we can process.

PUBLIC (PLEASE LIMIT PRESENTATIONS TO FIVE MINUTES)

Mr. Greg Smith asked about qualified volunteers helping at the Airport. He stated that Mrs. Jankosky told him that as far as insurance is concerned we are covered. He asked for clarification as the request was suspended after the tractor went into the ditch. Mrs. Jankosky explained that in the past the City had many requests for community service and as long as they were over 18 it was fine. Mr. Ambler stated that there are three issues: 1) workers compensation coverage 2) liability is an issue but as long as the workers are properly supervised and screened the liability is covered 3) the issue of driving the tractor in the ditch. He stated that insurance would pay for the tractor however if a pattern of loss is created that might become an issue. He did not see any reason from an insurance standpoint that volunteers should be excluded. Councilman Fink asked since we have commercial mowers, should not staff make sure they know how to use the equipment. Mr. Ambler replied that you should train someone to do the job they are going to do whether it is an employee or volunteer. Attorney Wohl stated that this is volunteering to drive a commercial mower at an airport which causes more inherent liability. Mrs. Jankosky suggested keeping the volunteers off the major equipment. She responded to Councilman Fink that City staff and Air-Cadia are mowing at the Airport. Deputy Mayor Frierson stated she has a problem with volunteers at the Airport because the liability to the City is too huge. Councilman Fink asked who is using the commercial mower from Air-Cadia. Mrs. Jankosky replied she thought that it was Mr. Minnear. Councilman Fink asked if Mr. Minnear was trained. Mrs. Jankosky responded that she hopes so as he has been running the mower for some years now. Mr. Chase responded that Mrs. Minnear has been running the commercial mower.

Deputy Mayor Frierson made a motion that we don't use any volunteers at the Airport at this present time. Councilman Heine seconded the motion. Attorney Wohl noted that the Council could not allow volunteers on any equipment. Deputy Mayor Frierson responded that you may have a volunteer picking up trash that says he can work the mower and jumps on it. The motion carried 4-1 with Councilman Fink dissenting. Councilman Heine noted this is something that can be changed later.

Mr. Charles Conklin reported that Mrs. Valerie Gilchrest contacted him and she wanted the Council to know that she was pleased with Marshal Lee and Councilman Allen attending the food distribution. She was sorry she could not be at the meeting as she is working in Orlando. Mr. Conklin stated he could get any messages to Mrs. Gilchrest if needed.

Mr. Ricky Hilton reported that he did apply for a business license at the Airport address and he met with the Fire Inspectors on his building. The only violations were curbing and the ground rod which were minor. He wanted to ensure that there would be no objection to him going to work once he spends the money to correct the violations. Mrs. Jankosky reported that there will be a formal agreement coming forward for Council's review.

Chief Glenn Prescott reported on the upcoming 9-11 Ceremony. Also this year is their 30th anniversary which will include community activity and a celebration in conjunction with the Antique Association. He reported October is fire prevention month and Women's Cancer Awareness Month.

Mr. George Chase requested if the Airport could be included in the Sunshine Law briefing. Council agreed.

MAYOR AND COUNCIL MATTERS

Mayor asked about the status of the COPS hiring grant. Mrs. Jankosky replied that Mrs. Baumann is working through the grant and regenerating all the numbers.

Mrs. Jankosky responded to Mayor Keene that the Way Building roof is underway and when the contractor took the shingles and felt off there were one by sixes running with the trusses instead of against the trusses which does not help with wind load. The contractor will be decking the whole roof with OSB plywood in the additional amount of \$9,600.

Mayor Keene reported that there are rumors that Story Book Park is closing and Jim Space is going away. He also stated that most recently he heard that the ball field on Arcadia Avenue would be torn down. Mrs. Jankosky replied that the City is working with Pat Backer on Jim Space and none of the rumors are true. There are times we post the parks are closed because we have inmates in the parks working.

ADJOURN

There being no further business the meeting adjourned at 8:00 p.m.

APPROVED THIS ___ DAY OF ____, 2012.

By:

Keith Keene, Mayor

ATTEST:

Virginia S. Haas, City Recorder



08/24/2012 10:28
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City of Arcadia, FL - ** LIVE **
WARRANT LIST BY VOUCHER

PG 11
apwarnt

WARRANT: 20120808 08/24/2012

DUE DATE: 08/24/2012

VOUCHER	VENDOR	VENDOR NAME	INVOICE	PO	TYPE	DUE DATE	AMOUNT	COMMENT
88660	10140	ALERT PLUMBING SERVICE, INC	912392	100	INV	08/24/2012	87.00	FLAPPER
88667	1893	ARCADIA DO-IT-BEST HARDWARE	A313999	100	INV	08/24/2012	3.47	POLE GRND SWITCH
88668	1963	BV OIL COMPANY, INC	JULY 2012	100	INV	08/24/2012	14,890.03	JULY 2012 - FUEL REPOR
88669	2621	CHARLOTTE COUNTY BOARD OF C	1334793	100	INV	08/24/2012	1,001.50	SIGN MAINTENANCE
88670	10030	W & S ENTERPRISE ACCOUNT	78294	100	INV	08/24/2012	117.16	ACCT NO. 1050589700
88671	10030	W & S ENTERPRISE ACCOUNT	78276	100	INV	08/24/2012	25.20	ACCT NO. 1050583500
88672	10030	W & S ENTERPRISE ACCOUNT	78275	100	INV	08/24/2012	25.20	ACCT NO. 1050582900
88673	10030	W & S ENTERPRISE ACCOUNT	78580	100	INV	08/24/2012	59.14	ACCT NO. 2090697500
88674	2538	CNH	AUGUST 2012	100	INV	08/24/2012	2,097.20	ACCT NO. 504393 11365
88675	1130	CONSOLIDATED PRODUCTIONS GR	PARKER AVE	100	INV	08/24/2012	7,450.00	MOBILIZATION/SHELL BAS
88676	40050	DESOTO AUTOMOTIVE INC	325344B	100	INV	08/24/2012	9.75	CRIMP HYDRAULIC FTG
88677	40050	DESOTO AUTOMOTIVE INC	325360B	100	INV	08/24/2012	58.94	HYDRAULIC FITTING/HOSE
88678	40060	DESOTO CNTY BOARD OF	GOVT_SHOP OFFICE	100	INV	08/24/2012	50.00	BASE FEE FIRE INSP FOR
88679	291	ENVIRO-TECH	125135	100	INV	08/24/2012	4,546.75	BIOSTIMULANT
88680	60015	FEDERAL EXPRESS CORP	7-983-71654	100	INV	08/24/2012	56.69	ACCT NO. 1175-2414-0
88681	2238	DESOTO COUNTY HEALTH DEPART	14-54-00021_MHP 2012	100	INV	08/24/2012	568.00	PERMIT 14-54-00021
88682	431	FLORIDA DEPARTMENT OF LAW E	353875	100	INV	08/24/2012	72.00	CUST NO. 31164
88683	60090	FLORIDA POWER & LIGHT	JUL/AUG '12 BALDWIN	100	INV	08/24/2012	506.82	25256-87261: 30 S BALD
88684	60090	FLORIDA POWER & LIGHT	JUL/AUG '12 HIBISCUS	100	INV	08/24/2012	49.89	35352-38921: 200 HIBIS
88685	60090	FLORIDA POWER & LIGHT	JUL/AUG '12 GOLDEN	100	INV	08/24/2012	88.81	15106-36952: 1180 SW G
88686	60090	FLORIDA POWER & LIGHT	JUL/AUG '12 SEWAGE P	100	INV	08/24/2012	8,051.30	24483-39941: 223 S PAR
88687	60090	FLORIDA POWER & LIGHT	JUL/AUG '12 GARAGE	100	INV	08/24/2012	396.67	24443-30944: 200 S PAR
88688	60090	FLORIDA POWER & LIGHT	JUL/AUG '12 TRF LGTS	100	INV	08/24/2012	166.16	75897-38967: TRF LGTS
88689	60090	FLORIDA POWER & LIGHT	JUL/AUG '12 OAK SCLX	100	INV	08/24/2012	7.42	24800-91236: 324 W OAK
88690	60090	FLORIDA POWER & LIGHT	JUL/AUG '12 415OAKSC	100	INV	08/24/2012	7.42	54755-19517: 415 W OAK



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

PG 12
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WARRANT: 20120808 08/24/2012

DUE DATE: 08/24/2012

VOUCHER	VENDOR	VENDOR NAME	INVOICE	PO	TYPE	DUE DATE	AMOUNT	COMMENT
88691	60090	FLORIDA POWER & LIGHT	JUL/AUG '12 WAY BLDG	100	INV	08/24/2012	991.55	16067-36906: 23 N POLK
88692	60090	FLORIDA POWER & LIGHT	JUL/AUG '12 CITY HL	100	INV	08/24/2012	844.44	26417-31993: 123 W HIC
88693	60090	FLORIDA POWER & LIGHT	JUL/AUG '12 518OAKSC	100	INV	08/24/2012	7.42	86546-90547: 518 E OAK
88694	70010	GALL'S INC	512363213	100	INV	08/24/2012	39.80	ACCT NO. 5416207
88695	1310	GE CAPITAL	77345427	100	INV	08/24/2012	2,801.70	BILLING ID NO. 9013604
88696	1417	KW WATERPUMP SERVICES LLC	1575	100	INV	08/24/2012	2,200.00	SERVICE TO 40 HP TURBI
88697	222	JEAN-PIERRE LACROIX	5902	100	INV	08/24/2012	401.00	SERVICE CALL @ OLD APD
88698	120120	LOU'S PAINT SPOT	138714	100	INV	08/24/2012	92.17	PAINT
88699	423	LOUIS' PRYOR SUPPLY, INC	522281	100	INV	08/24/2012	275.91	MERCURY FLOAT ARRESTOR
88700	423	LOUIS' PRYOR SUPPLY, INC	522422	100	INV	08/24/2012	172.01	HYBRID SUPPRES
88701	2236	MARINCO BIOASSAY LABORATORY	12089	100	INV	08/24/2012	2,900.00	TOXICITY TESTS
88702	10160	LUCKY MUSE	18365	100	INV	08/24/2012	7.00	LABOR
88703	1535	NAPA AUTO PARTS	191954	100	INV	08/24/2012	143.88	DIESEL EXST FLD 2.5 GA
88704	1535	NAPA AUTO PARTS	192226	100	INV	08/24/2012	5.87	PWR STEERING FL-QUART
88705	1535	NAPA AUTO PARTS	192225	100	INV	08/24/2012	19.85	P/S PRESSURE HOSE
88706	1535	NAPA AUTO PARTS	191722	100	CRM	08/24/2012	-48.19	U-BOLTS/DIRECT FIT MUF
88707	1535	NAPA AUTO PARTS	192318	100	INV	08/24/2012	30.59	CABLE TIE
88708	940	NEXTEL COMMUNICATIONS	782695414-125	100	INV	08/24/2012	733.81	ACCT NO. 782695414
88709	2128	ODYSSEY MANUFACTURING CO.	168639	100	INV	08/24/2012	721.50	HYPOCHLORITE SOLUTIONS
88710	2128	ODYSSEY MANUFACTURING CO.	168638	100	INV	08/24/2012	885.75	HYPOCHLORITE SOLUTIONS
88711	2587	PITNEY BOWES GLOBAL FINANCI	8364259-AU12	100	INV	08/24/2012	60.94	LEASE ACCT NO. 8364259
88712	2615	PNC EQUIPMENT FINANCE LLC	4129838	100	INV	08/24/2012	123.74	LEASE NO. 139552000
88713	170025	QUILL CORPORATION	5003868	100	INV	08/24/2012	216.29	OFFICE SUPPLIES
88714	439	SECURITY ALARM CORPORATION	109638	100	INV	08/24/2012	63.00	MONITORING
88715	190070	SHORT ENVIRONMENTAL	12-1076	100	INV	08/24/2012	30.00	SAMPLE 4/5, 6/12



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

PG 9
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WARRANT: 20120810 08/29/2012

DUE DATE: 08/29/2012

VOUCHER	VENDOR	VENDOR NAME	INVOICE	PO	TYPE	DUE DATE	AMOUNT	COMMENT
88068	248	USA BLUEBOOK	702349	100	CRM	07/13/2012	-176.95	POTASSIUM IODIDE RETUR
88736	1893	ARCADIA DO-IT-BEST HARDWARE	A314787	100	INV	08/30/2012	17.32	SAFETY HASP/PADLOCK
88737	1893	ARCADIA DO-IT-BEST HARDWARE	A315291	100	INV	08/30/2012	4.86	SEALANT
88738	10030	W & S ENTERPRISE ACCOUNT	78597	100	INV	08/30/2012	25.20	ACCT NO. 2090708000
88739	10030	W & S ENTERPRISE ACCOUNT	78598	100	INV	08/30/2012	25.20	ACCT NO. 2090708200
88740	10030	W & S ENTERPRISE ACCOUNT	78956	100	INV	08/30/2012	25.20	ACCT NO. 2110915600
88742	60090	FLORIDA POWER & LIGHT	JUL/AUG '12 LK CATH	100	INV	08/30/2012	7.42	25213-93492: 1 W OAK S
88743	60090	FLORIDA POWER & LIGHT	JUL/AUG '12 LAKE LGT	100	INV	08/30/2012	105.19	82700-62345:1051 W MAG
88744	60090	FLORIDA POWER & LIGHT	JUL/AUG '12 ORANGE	100	INV	08/30/2012	241.57	38815-93564: 1 ORANGE
88745	60090	FLORIDA POWER & LIGHT	JUL/AUG '12 TREE OF	100	INV	08/30/2012	18.60	37213-04404: 1 N DESOT
88746	60090	FLORIDA POWER & LIGHT	JUL/AUG '12 HICKORY	100	INV	08/30/2012	22.27	11635-82172: 34 W HICK
88747	60090	FLORIDA POWER & LIGHT	AUG '12FINAL SHFLBRD	100	INV	08/30/2012	9.15	86589-32937: 12 S BREV
88749	60090	FLORIDA POWER & LIGHT	JUL/AUG '12 STREET L	100	INV	08/30/2012	6,807.49	75847-31934: STREET LI
88750	2624	INTERSTATE BATTERIES OF FOR	30096440	100	INV	08/30/2012	76.40	MT-65
88751	110075	KNIGHT SUPPLY	32956	100	INV	08/30/2012	176.60	16" SCH 40 PVC PIPE
88752	120120	LOU'S PAINT SPOT	138774	100	INV	08/30/2012	13.96	MASKING TAPE
88753	172	MCGEE TIRE STORES	R-026263	100	INV	08/30/2012	395.00	TIRES
88754	1535	NAPA AUTO PARTS	192427	100	INV	08/30/2012	22.20	TIRE REP STRIPS BX60
88756	1535	NAPA AUTO PARTS	192330	100	INV	08/30/2012	4.39	NAPAGOLD AIR FILTER
88757	2128	ODYSSEY MANUFACTURING CO.	168994	100	INV	08/30/2012	731.25	HYPOCHLORITE SOLUTIONS
88758	2690	PEPSI BOTTLING COMPANY	35657757	100	INV	08/30/2012	266.55	CUST #9804820
88759	2690	PEPSI BOTTLING COMPANY	82736312	100	INV	08/30/2012	221.10	CUST NO. 9804820
88760	2690	PEPSI BOTTLING COMPANY	85795462	100	INV	08/30/2012	250.80	CUST NO. 9804820
88761	190016	SAFETY PRODUCTS INC	027027	100	INV	08/30/2012	186.90	CREWS BLACKJACK GREY L
88762	190070	SHORT ENVIRONMENTAL	12-2148	100	INV	08/30/2012	115.00	SAMPLE 7/6/12



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

PG 10
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WARRANT: 20120810 08/29/2012

DUE DATE: 08/29/2012

VOUCHER	VENDOR	VENDOR NAME	INVOICE	PO	TYPE	DUE DATE	AMOUNT	COMMENT
88763	190090	SMITH'S RANCH & GARDEN, INC	102050726	100	INV	08/30/2012	16.25	CLEVIS
88764	190090	SMITH'S RANCH & GARDEN, INC	101038929	100	INV	08/30/2012	59.35	SHOVEL
88765	200075	TOTAL PEST CONTROL OF	840690	100	INV	08/30/2012	155.00	PEST CONTROL
88766	248	USA BLUEBOOK	745367	100	INV	08/30/2012	215.30	WATERPROOF PH TESTER
88767	230065	WINDEMULLER TECHNICAL SRVCS	046510	100	INV	08/30/2012	216.00	SERVICE
88768	230015	WALMART COMMUNITY BRC	JUL/AUG 2012	100	INV	08/30/2012	675.93	ACCT NO. 6032 2020 005
88769	10030	W & S ENTERPRISE ACCOUNT	79337	100	INV	08/30/2012	50.70	ACCT NO. 3150252900
88770	80125	LOU'S HYDRAULIC SALES & SER	5240A	100	INV	08/30/2012	74.82	HOSE/FEMALE JIC SWIVEL
88771	190090	SMITH'S RANCH & GARDEN, INC	102050615	100	INV	08/30/2012	4.99	HARDWARE
88772	1700	FLORIDA POWER & LIGHT COMPA	JUL/AUG '12	100	INV	08/30/2012	116.30	SUMMARY BILL MASTER #2
88773	224	KINARD'S TREE SERVICE	735	100	INV	08/30/2012	800.00	REMOVED TREE & STUMP @
88774	2749	OFFICE DEPOT	621756112001	100	INV	08/30/2012	256.49	RECORDER, TIME, PAYROL
88775	2690	PEPSI BOTTLING COMPANY	08504111	100	INV	08/30/2012	215.80	CUST NO. 9804820
88776	1963	BV OIL COMPANY, INC	03-536117	100	INV	08/30/2012	801.26	DIESEL/UNLEADED
88777	2624	INTERSTATE BATTERIES OF FOR	30096152	100	INV	08/30/2012	258.98	BATTERIES
88779	914	PITNEY BOWES, INC	AUGUST 2012	100	INV	08/30/2012	855.57	ACCT NO. 23529985
88780	10140	ALERT PLUMBING SERVICE, INC	055615	100	INV	08/30/2012	135.00	FILL VALVE
88781	2661	ESAFETY SUPPLIES INC	52042	100	INV	08/30/2012	115.58	GLOVES
88782	2477	STATE OF FLORIDA	22-6442	100	INV	08/30/2012	11.85	JULY 2012 SUNCOM NETWO
WARRANT TOTAL							14,627.84	

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



08/29/2012 13:49
aahorkey

City of Arcadia, FL - ** LIVE **
PREPAID INVOICE LIST

PG 2
apwarrnt

WARRANT: 20120807 08/29/2012

VENDOR	VENDOR NAME	R	INVOICE	PO	TYPE	DUE DATE	AMOUNT	VOUCHER	CHECK COMMENT
	CASH ACCOUNT: 81000		10400			EQUITY IN POOLED CASH			
	<u>2257PEACE RIVER DIST</u>	00000	<u>00050607</u>		100	INV 08/21/2012	197.50	88658	52677 BEVERAGES FOR PRO
	CASH ACCOUNT 81000		10400				197.50		TOTAL

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	<u>Car Shows</u>	Boat Shows
Battles of the Bands	Fireworks Displays	Public Gatherings

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

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

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

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

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

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

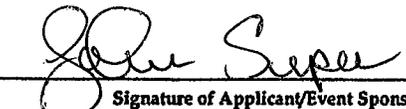
FOOD - ALL food and beverage vendors shall provide copies of their State of Florida Health Department license. All food vendors whose cooking creates grease-laden vapors shall have a mounted certified fire extinguisher.

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

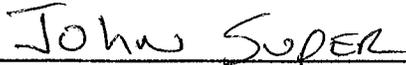
USE OF CITY PERSONNEL - If city personnel are used for set-up or clean-up, or for security, outside of normal work hours, it will be the responsibility of the event sponsor to pay the salary of those personnel for the time they spend on the event.

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

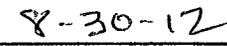
- I have read and agree to abide by the terms and conditions set forth above,
- that I will be designated as the (sole) contact person for the event,
- that I will be responsible for applying for and attaching all required permits and documentation, and
- that I am responsible for any fees which may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



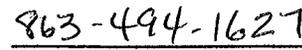
Signature of Applicant/Event Sponsor



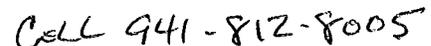
PRINTED Name of Above



Date



Contact Phone #





Pd. \$25.00
on 8/30/12

City of Arcadia
SPECIAL EVENT PERMIT APPLICATION

Date Submitted: 8-30-12
Event Name CAR Show
Event Location OAK ST
Date(s) of Event 9-15-12 Hours of Event 5:00 - 8:00
Expected Attendance 100
Event Sponsor TEAM ARCADIA Non-Profit? YES NO
Description of Event ANTIQUES CAR SHOW

Contact Person LANCE Telephone (941) 371-1061
Fax # _____ Email COLLECTORCARSTV@VERIZON.NET
Insurance Carrier Desoto INSURANCE AGENCY TWO
Insurance Agent _____ Agent's Phone 863-494-2242

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

If Yes, please specify locations: OAK STREET
MUSIC BY D.J.

Other Pertinent Information: BARRICADES ON OAK ST
AS USUAL

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

Received by: V. Gunn Date: 8/30/12
City Marshal _____ Approved _____ Disapproved _____
City Administrator _____ Approved _____ Disapproved _____
City Council _____ Approved _____ Disapproved _____

INDEMNIFICATION & HOLD HARMLESS

I, John Super, as President of TEAM ARCADIA, do hereby agree to hold the City of Arcadia, its agents and employees, harmless and indemnify same from any civil actions or claims of any nature made in connection with the event known as the CAR SHOW to be held at OAK STREET on 9-15-12.

(Printed Name) (Title or Office Held) (Club, organization, group, etc) (Name of Event) (Location) (Date)

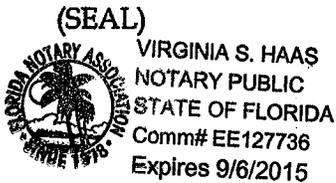
By: John Super (Signature) Printed Name: John Super Entity Name: TEAM ARCADIA Its: President Date: 8/30/12

STATE OF FLORIDA

COUNTY OF DuSoto

Sworn to and subscribed before me this 30th day of August, 2010, by John Super, as President of Team Arcadia who is personally known to me or [] has produced _____ as identification.

Virginia S. Haas NOTARY PUBLIC



Received 8/31/12

by V. Don

Paying \$25⁰⁰ per Event

City of Arcadia
Special Event Permit Application

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

General Information

Applicant: Arcadia Main Street Indi. Corp. 501c3

Contact: Megan McKibben

Address: 22 N Polk Ave

City/State/Zip: Arcadia, FL 34266

Telephone: Business Phone 863 494 2020 Home Phone _____

Cell Phone 863 781 0994 Email Address mann1224@gmail.com

Fax Number _____

Name of Event: Arcadia Main Street Saturday Market

Date(s) Requested: 9/15 10/6 10/20 11/3 11/17 12/1 12/15 1/5 1/19

Location of Event: Tree of Knowledge Park

Brief Description of Event: Farmer's Market

Event Timeframe(s):

Setup: Date: _____ Start: 7 am/pm End: 9 am/pm

Actual Event Time: Date: _____ Start: 9 am/pm End: 2 am/pm

Cleanup: Date: _____ Start: 2 am/pm End: 3 am/pm

Rain date: _____

Number of Expected Attendees/Participants:

Site plan attached? Yes No

Is the event open to the public? Yes No Fee? Free

Have you held this event previously? Yes No If yes, list dates last season

Does this event differ? Yes No If yes, explain _____

Entertainment: Yes No If yes, see below

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

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

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

Type of system and name of contractor, if applicable _____

Special Effects: Yes No If yes, see below

Type of effects and name of contractor, if applicable _____

Location of special effects: _____

Parades: Yes No If yes, see below

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

Plan of route attached? Yes No

Proposed Retail Sales: Yes No If yes, see below

How many vendor locations do you plan to accommodate? _____

Type of vending (including number of each):

Clothing _____ **Food/beverage _____ Antiques _____ Jewelry _____ Misc. _____

If miscellaneous, please describe in detail: _____

**** Please describe in detail all food vendors (If there is any onsite cooking, the Desoto County Fire Department will need to be notified):** _____

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

Name of organization licensed to serve alcohol at this event: _____

(Additional liability insurance may be required)

Type of organization serving alcohol: _____

Do you require City documentation for license? Yes No

Promotion:

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

_____ *Local + Regional* _____

What type of publicity will be used? _____ *Print + Online* _____

Telephone number to be released for public information: _____ *863 494 2020* _____

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

How many? What dimensions? What location(s)? _____

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

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

Stages _____ **Tents** _____ **Fences** _____ **Booths** _____

Concession Stands _____ **Miscellaneous** _____

Describe in detail, including type and location _____

(Special building permits are required for certain temporary structures)

Is electric going to be needed (if available)? Yes No

Are city chairs needed (if available)? (Addt. Fee) Yes No Amt: _____

Use of the city stage (if available)? (Addt. Fee) Yes No

Are city tables needed (if available)? (Addt. Fee) Yes No Amt: _____

Port-O-Lets: Yes No If yes, see below

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

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

Sanitation Assistance: Yes No If yes, see below

How many waste receptacles (toters) do you request? _____

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

If no, how will you be handling garbage and or recycling? _____
**(Please note that upon post event inspection or complaint due to unsatisfactory post event clean up - the city will charge event organizer for the time it takes to resolve the clean up issue).*

Traffic Alterations: Yes No If yes, see below

Describe in detail, including request for road closures _____

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

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

Yes No If yes, see site plans

Does your plan include on-site parking? Yes No

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

Does your plan include off-site parking? Yes No

Will you charge for off-site parking? Yes No

Will shuttles be used to transport? Yes No

Americans With Disabilities Act:

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

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

Handicap parking provisions? Yes ~~No~~ Yes, see site plan

Handicapped assistance? Yes No Yes, please describe

Security:

What are your plans for providing additional security? _____

Emergency Fire/Medical Services:

What are your plans for providing additional Fire/EMS? _____

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

**City of Arcadia
Special Event Permit Application**

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

General Information

Applicant: TRINITY UNITED METHODIST CHURCH Indi. Corp. 501c3

Contact: SUSAN LAUBHAN

Address: 304 W. OAK ST

City/State/Zip: ARCADIA FL 34266

Telephone: Business Phone 863-494-2543 Home Phone _____

Cell Phone 863-558-0864 ✓ Email Address _____

Fax Number 863-993-0038

Name of Event: TRINITY 4TH SATURDAY MARKET

Date(s) Requested: SEPT 22, 2012, OCT 27, 2012, NOV 24, 2012, DEC 22, 2012, JAN 26, 2013, FEB 23, 2013, MAR 23, 2013, APR 27, 2013, MAY 25, 2013

Location of Event: TRINITY UMC PRIVATELY OWNED PARKING LOT - CORNER OF BAK AND ORANGE STS.

Brief Description of Event: _____

FARMERS' MARKET-TYPE VENDORS SETTING UP AND SELLING WARES, FOOD, NURSERY ITEMS IN TUMC'S PARKING LOT DURING 4TH SATURDAY SIDEWALK SALE DAYS - SEPT - MAY.

Event Timeframe(s):

Setup: Date: EACH 4TH SAT Start: 6:00 am/pm End: _____ am/pm

Actual Event Time: Date: _____ Start: 8:00 am/pm End: 3:00 am/pm

Cleanup: Date: _____ Start: 3:00 am/pm End: 4:00 am/pm

Rain date: N/A

Number of Expected Attendees/Participants: _____

Site plan attached? Yes No

Is the event open to the public? Yes No Fee? NO

ALL ON CHURCH PROPERTY ^{Page 1} INCLUDING PARKING } NOT ON CITY PROPERTY _{Page 44 of 113}

Have you held this event previously? Yes No If yes, list dates JAN 29, 2012,
FEB 25, 2012, MAR 24, 2012; APRIL 28, 2012

Does this event differ? Yes No If yes, explain _____

Entertainment: Yes No If yes, see below

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

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

N/A

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

Type of system and name of contractor, if applicable N/A

Special Effects: Yes No If yes, see below

Type of effects and name of contractor, if applicable N/A

Location of special effects: N/A

Parades: Yes No If yes, see below

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

Plan of route attached? Yes No

Proposed Retail Sales: Yes No If yes, see below

How many vendor locations do you plan to accommodate? 6-15

Type of vending (including number of each):

Clothing _____ **Food/beverage Antiques Jewelry Misc.

If miscellaneous, please describe in detail: NURSERY ITEMS, HANDMADE ITEMS, TUPPELWANE,
PRODUCE, OTHER FARMERS' MARKET-TYPE ITEMS

**** Please describe in detail all food vendors (If there is any onsite cooking, the Desoto County Fire Department will need to be notified):** _____

Possibly Hot Dog Vendors

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

Name of organization licensed to serve alcohol at this event: _____

(Additional liability insurance may be required)

Type of organization serving alcohol: _____

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

Promotion:

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

N/A

What type of publicity will be used? N/A

Telephone number to be released for public information: N/A

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

How many? What dimensions? What location(s)? _____

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

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

Stages _____ **Tents** _____ **Fences** _____ **Booths** _____

Concession Stands _____ **Miscellaneous** _____

Describe in detail, including type and location _____

(Special building permits are required for certain temporary structures)

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

Port-O-Lets: Yes No If yes, see below

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

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

Sanitation Assistance: Yes No If yes, see below

How many waste receptacles (toters) do you request? 2/2

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

If no, how will you be handling garbage and or recycling? _____
**(Please note that upon post event inspection or complaint due to unsatisfactory post event clean up - the city will charge event organizer for the time it takes to resolve the clean up issue).*

Traffic Alterations: Yes No If yes, see below

Describe in detail, including request for road closures _____

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

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

Yes No If yes, see site plans

Does your plan include on-site parking? Yes No

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

Does your plan include off-site parking? Yes No

Will you charge for off-site parking? Yes No

Will shuttles be used to transport? Yes No

Americans With Disabilities Act:

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

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

Handicap parking provisions? Yes No Yes, see site plan

Handicapped assistance? Yes No Yes, please describe

Security:

What are your plans for providing additional security? N/A

Emergency Fire/Medical Services:

What are your plans for providing additional Fire/EMS? _____

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

Faxed to PD on 6/21/12



City of Arcadia SPECIAL EVENT PERMIT APPLICATION

Date Submitted: June 2012
Event Name Desoto Arts & Humanities Council
Event Location Tree of Knowledge Park
Date(s) of Event 10-20-12, 12-15-12 Hours of Event 9am - 3pm SATURDAYS
Expected Attendance 100-200
Event Sponsor DATE Non-Profit? YES NO
Description of Event Artists set up beneath tree of Knowledge, acoustic music on stage, information about DATE

Contact Person Jane HILTON Telephone (863) 494 0630
Fax # _____ Email janeh@netlinen.com
Insurance Carrier Auto Owners Insurance
Insurance Agent Desoto Insurance Agency Agent's Phone 863 494 2242

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

If Yes, please specify locations: Wanted like electric outlets on stage available for sound system ★

Other Pertinent Information: PLEASE HAVE bathrooms unlocked & available ★
BATHROOMS WERE LOCKED LAST TIME

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

Received by: V. Han Date: 2/21/12
City Marshal _____ Approved _____ Disapproved
City Administrator _____ Approved _____ Disapproved
City Council _____ Approved _____ Disapproved

501-3C Requesting Waiver of Fees

INDEMNIFICATION & HOLD HARMLESS

I, JANE HILTON, as PRESIDENT of DeSoto Arts' Humanities Council 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 DAHC ART WALK to be held at TREE OF KNOWLEDGE on 10-20-12, 12-15-12, 1-19-13

By: [Signature]
Printed Name: JANE HILTON

Entity Name: DeSoto Arts' Humanities Council

Its: _____

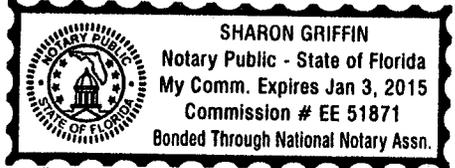
Date: 6-21-12

STATE OF FLORIDA
COUNTY OF DeSoto

Sworn to and subscribed before me this 21st day of June, 2012 by Jane Hilton, as _____ of _____ who is personally known to me or has produced _____ as identification.

[Signature]
NOTARY PUBLIC

(SEAL)



SPECIAL EVENTS

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

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

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

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

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

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

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

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

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

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

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

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

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



Signature of Applicant/Event Sponsor

JANE HILTON

PRINTED Name of Above

JUNE 2012

Date

863-494-0630

Contact Phone #

State of Florida

Department of State

I certify from the records of this office that DESOTO ARTS AND HUMANITIES COUNCIL, INC. is a corporation organized under the laws of the State of Florida, filed on August 25, 2006.

The document number of this corporation is N06000009090.

I further certify that said corporation has paid all fees due this office through December 31, 2012, that its most recent annual report was filed on April 27, 2012, and its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the Great Seal of Florida, at Tallahassee, the Capital, this the Twenty Ninth day of April, 2012

Ken Detzner

Secretary of State



Authentication ID: 100232403761-042912-N06000009090

To authenticate this certificate, visit the following site, enter this ID, and then follow the instructions displayed.

<https://efile.sunbiz.org/certauthver.html>

2012 NOT-FOR-PROFIT CORPORATION AMENDED ANNUAL REPORT

FILED
May 11, 2012
Secretary of State

DOCUMENT# N06000009090

Entity Name: DESOTO ARTS AND HUMANITIES COUNCIL, INC.

Current Principal Place of Business:

808 N ARCADIA AVE.
ARCADIA, FL 34266

New Principal Place of Business:

207 EAST MAGNOLIA STREET
ARCADIA, FL 34266

Current Mailing Address:

808 N ARCADIA AVE.
ARCADIA, FL 34266

New Mailing Address:

P.O. BOX 2451
ARCADIA, FL 34265

FEI Number: 83-0484492

FEI Number Applied For ()

FEI Number Not Applicable ()

Certificate of Status Desired ()

Name and Address of Current Registered Agent:

VINCENT A. SICA, P.A.
10 SOUTH DESOTO AVENUE, SUITE 101
ARCADIA, FL 34266 US

Name and Address of New Registered Agent:

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent

Date

OFFICERS AND DIRECTORS:

Title: P
Name: HILTON, JANE
Address: 207 EAST MAGNOLIA STREET
City-St-Zip: ARCADIA, FL 34266

Title: VP
Name: HOFFMAN, SUSAN
Address: 207 EAST MAGNOLIA STREET
City-St-Zip: ARCADIA, FL 34266

Title: T
Name: HILTON, JANE
Address: 207 EAST MAGNOLIA STRE
City-St-Zip: ARCADIA, FL 34266

Title: SEC
Name: SMOCZYNSKI, KAREN
Address: 207 EAST MAGNOLIA STREET
City-St-Zip: ARCADIA, FL 34266

Title: D
Name: SHORE, CLEL
Address: 207 EAST MAGNOLIA ST.
City-St-Zip: ARCADIA, FL 34266

Title: D
Name: WATERS, LINDA
Address: 207 EAST MAGNOLIA ST.
City-St-Zip: ARCADIA, FL 34266

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 617, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: KAREN SMOCZYNSKI

SEC

05/11/2012

Electronic Signature of Signing Officer or Director

Date

City of Arcadia Property Schedule August 2012

Unit Number	Description	Address 1	Square Ft	Building Value	2009 Appraised Value	Content Value	Additional Premium Based on current rates	Current Premiums Inc Increased AP	FY's
001	City Hall/Fire Station	121 West Hickory Street	8,815.00	\$193,000.00	\$500,000.00	\$80,241.00	\$1,780.60	\$3,355.00	
002	City Garage	210 South Parker Ave	6,243.00	\$76,320.00	\$250,000.00	\$17,358.00	\$868.40	\$1,324.00	
003	Sewage Plant Office	223 South Parker	1,920.00	\$69,430.00	\$145,580.00	\$50,000.00	\$441.67	\$1,132.00	
004	Clarifier	223 South Parker	8,912.00	\$270,000.00	\$1,064,000.00	\$0.00	\$3,255.00	\$4,359.00	
005	Digester Tank	223 South Parker	6,684.00	\$350,000.00	\$1,108,400.00	\$0.00	\$3,109.00	\$4,540.00	
006	Chlorine Building	223 South Parker	562.00	\$80,023.00		\$0.00		\$598.00	
007	Electric Building	223 South Parker	493.00	\$200,000.00	\$108,960.00	\$0.00	-\$682.80	\$811.00	
008	Sand Filters	223 South Parker	2,850.00	\$150,000.00	\$342,990.00	\$10,000.00	\$1,543.92	\$2,813.00	
009	Digester Tank	223 South Parker	2,340.00	\$43,393.00	\$388,000.00	\$0.00	\$1,550.73	\$1,728.00	
010	Hydropneumatic System	223 South Parker		\$8,679.00		\$0.00		\$69.00	
011	Effluent Pumps	223 South Parker		\$50,000.00		\$0.00		\$215.00	
012	Pumps/Valves	223 South Parker		\$100,000.00		\$0.00		\$430.00	
013	Emergency Generator	223 South Parker		\$122,523.00		\$0.00		\$881.00	
014	Sodium Bicarbonate Tank	223 South Parker		\$110,000.00		\$0.00		\$450.00	
015	Storage Building	223 South Parker	900.00	\$26,250.00		\$5,250.00		\$236.00	
016	Grit Chamber	223 South Parker	1,600.00	\$200,000.00		\$0.00		\$1,586.00	
017	Chlorine Contact Chamber	223 South Parker		\$75,000.00		\$0.00		\$595.00	
018	Chlorine Tank	223 South Parker		\$10,000.00		\$0.00		\$41.00	
019	Two Filters	223 South Parker		\$200,000.00	\$0.00	\$0.00	\$0.00	\$1,586.00	
020	Mobile Home Park/Rec Hall	1 Maine Street		\$20,000.00		\$2,000.00		\$102.00	
021	Speer Recreation Center	185 Winifred Street	6,160.00	\$76,320.00	\$0.00	\$3,573.00	\$0.00	\$476.00	
022	Concession Stand	185 Winifred Street	656.00	\$11,487.00		\$1,787.00		\$81.00	
023	Rest Rooms	185 Winifred Street		\$3,829.00		\$0.00		\$23.00	
024	Storage & Announce Booth	185 Winifred Street	500.00	\$5,000.00		\$0.00		\$31.00	
025	Cemetery Pump House	Oakridge Road	90.00	\$2,681.00		\$0.00		\$12.00	
026	Cemetery Utility Shed	Oakridge Road	1,830.00	\$895.00		\$0.00		\$4.00	
027	Caretakers Office	Oakridge Road	90.00	\$5,000.00		\$0.00		\$31.00	
028	Golf Pro Shop	1820 North US Highway 17	1,725.00	\$20,000.00		\$0.00		\$119.00	
029	Golf Mntn. Bldg- W/Irrigation	1820 North US Highway 17	530.00	\$5,000.00		\$10,000.00		\$70.00	D - 10/1/201
030	Rest Rooms	1820 North US Highway 17	196.00	\$12,128.00		\$0.00		\$72.00	
031	Lift Station (Royal Howard Subd.)	159 Bridal Path		\$16,535.00		\$0.00		\$71.00	
032	Lift Station (10th & Cypress)	320 10th Avenue		\$16,535.00		\$0.00		\$71.00	

City of Arcadia Property Schedule August 2012

033	Lift Station	104 W. Holstin Street		\$16,535.00		\$0.00		\$71.00	
034	Lift Station	673 Sunrise Avenue		\$16,535.00		\$0.00		\$71.00	
035	Lift Station	1312 East Cypress Street		\$16,535.00		\$0.00		\$71.00	
036	Lift Station (Ridgewood)	233 Providence Road		\$16,535.00		\$0.00		\$71.00	
037	Lift Station	344 N. Mills Avenue		\$72,876.00		\$0.00		\$71.00	
038	Lift Station (Golden Melody)	1213 Golden Drive		\$16,535.00		\$0.00		\$71.00	
039	Lift Station	1301A East Oak Street		\$16,535.00		\$0.00		\$71.00	
040	Lift Station (City Trailer Park)	111 Hibiscus		\$16,535.00		\$0.00		\$71.00	
041	Lift Station (Lincoln Park)	104 Lincoln Drive		\$16,535.00		\$0.00		\$71.00	
042	Water Tank	409 North 10th Avenue		\$104,910.00	\$0.00	\$0.00	\$0.00	\$429.00	D - 12/2012
043	Well #1	15th Avenue & Maple Street		\$5,000.00		\$0.00		\$22.00	
044	Well #3	Cypress Street & Turner		\$5,000.00		\$0.00		\$22.00	
045	Well #5	Ne Oak Street & 16th		\$5,000.00		\$0.00		\$22.00	
046	Treatment Tank/Lime Silo	645 North Turner Road	1,247.00	\$58,198.00	\$0.00	\$0.00	\$0.00	\$229.00	D - 12/2012
047	Filter Bldg./Control House	645 North Turner Road	4,826.00	\$210,842.00	\$0.00	\$0.00	\$0.00	\$1,574.00	D - 12/2012
048	Motors & Pumps	645 North Turner Road		\$44,100.00		\$0.00		\$190.00	
049	Filter Consoles	645 North Turner Road		\$1,405.00		\$0.00		\$11.00	
050	Electric Panels/Switch GR	645 North Turner Road		\$52,073.00		\$0.00		\$281.00	
051	Generator	645 North Turner Road		\$20,000.00		\$0.00		\$159.00	
052	Utility Shed	645 North Turner Road	1,440.00	\$15,316.00	\$0.00	\$17,741.00	\$0.00	\$261.00	
053	Water Sewer Office	645 North Turner Road	825.00	\$12,000.00	\$0.00	\$5,000.00	\$0.00	\$127.00	
054	Police Compound	645 North Turner Road		\$0.00		\$10,000.00	\$0.00	\$77.00	
055	Administrative Office	23 North Polk	8,975.00	\$95,466.00	\$1,062,190.00	\$32,168.00	\$5,607.00	\$6,342.00	
056	Council Room	17 North Polk	3,000.00	\$79,008.00	\$342,670.00	\$0.00	\$1,977.47	\$2,568.00	
057	Gymnasium	121 Harris Road	8,051.00	\$143,199.00	\$0.00	\$0.00	\$0.00	\$697.00	
058	Meeting Hall & Shed	121 Harris Road	8,127.00	\$66,878.00	\$0.00	\$1,787.00	\$0.00	\$334.00	
059	Locker Room	121 Harris Road	1,107.00	\$9,700.00		\$3,573.00		\$100.00	
060	Game Room	121 Harris Road	1,710.00	\$19,272.00		\$3,573.00		\$171.00	
061	Concession Stand/Restrooms	Hargrave Ball Field	494.00	\$10,000.00		\$1,787.00		\$68.00	
062	Maintenance Shop / Hanger	2269 SE A.C. Polk Drive	3,200.00	\$201,110.00		\$0.00		\$1,595.00	
063	Hanger	2269 SE A.C. Polk Drive	5,544.00	\$74,528.00	\$208,250.00	\$0.00	\$1,069.78	\$1,661.00	
064	Terminal Bldg./Stge./Office	2269 SE A.C. Polk Drive	1,560.00	\$77,175.00		\$0.00		\$359.00	
065	Well #2	13th Avenue & Cypress		\$5,000.00		\$0.00		\$22.00	
066	Well #4	NE Oak Street & 14th		\$5,000.00		\$0.00		\$22.00	
067	Golf Course/Country Club	1769 NE Livingston	6,843.00	\$214,000.00	\$620,170.00	\$8,400.00	\$2,721.34	\$4,122.00	
068	Cart Storage	1769 NE Livingston	480.00	\$8,400.00		\$0.00		\$69.00	
069	Reuse Water Tank	300 Oak Ridge Drive		\$250,000.00	\$589,890.00	\$0.00	\$1,359.56	\$2,351.00	



MEMORANDUM

TO: Arcadia City Council

FROM: Judi Jankosky, City Administrator

DATE: August 30, 2012 

SUBJECT: Health Insurance Rates

DISCUSSION: Tom Guidry with DeSoto Insurance has provided several rate options from United Healthcare. They have not heard back from BCBS as of today, however, a request for rates has been submitted. If rates from BCBS come in between my preparing this memo and the meeting we will certainly bring the information to the Council meeting.

The personnel manual states the city will pay 95% of the employee premium and a non-defined proportion for dependent coverage. Council will need to determine if the 95% payment of premiums for employees will remain and what the proportionate share for dependent coverage will be. Historically the city has paid anywhere from 47% to about 55% of dependent coverage. This has a range due to premiums going up but employee contributions for the dependent coverage were not adjusted accordingly.

I have requested a representative from DeSoto Insurance to be available to answer any questions Council or employees may have.

J Jankosky

From: Tom Guidry - DeSoto Insurance [tom@desotoinsurance.com]

Sent: Thursday, August 30, 2012 9:52 AM

To: cjones; J Jankosky

Subject: United Healthcare

Attachments: City of Arcadia Preliminary Proposal 08162012.xls

Judy, Carol,

GOOD NEWS!!!

Attached is a copy of the rates that I brought to our August 17th meeting. The underwriting for these rates were upheld yesterday, so these are the rates for these plans.

If a switch to United Healthcare is what the City chooses, we will have to set up an enrollment soon.

On a different note. They have also quoted the Life Insurance as well. I will send that quote to you in a different email. If you get a chance, could you send me the current Life Insurance rates?

Please call if I you have questions or concerns.

Thanks,

Tom

No virus found in this message.

Checked by AVG - www.avg.com

Version: 10.0.1424 / Virus Database: 2437/5235 - Release Date: 08/30/12

CITY OF ARCADIA		PRELIMINARY RATES			ALTERNATE PLANS WITH UNITED HEALTHCARE			
PROPOSED FOR OCTOBER 1, 2012					PREMIUMS			
PPO								
PLAN	DR.	DEDUCTIBLE	COINSURANCE %	NETWORK OOP	EMP	EMP/SP	EMP/CH	FAMILY
FXV-P	\$25/\$50	\$500	80%	\$3,000	\$499.66	\$1,109	\$909.39	\$1,533.96
FX5-P	\$25/\$50	\$750	80%	\$3,500	\$483.24	\$1,072.79	\$879.49	\$1,483.54
FXP-P	\$25/\$50	\$1,000	80%	\$3,500	\$479.24	\$1,063.91	\$872.22	\$1,471.26
FXQ-P	\$25/\$50	\$1,500	80%	\$4,500	\$459.56	\$1,020.22	\$836.40	\$1,410.86

NETWORK ONLY *EMPLOYEES AND DEPENDENTS HAVE USE OF NETWORK PROVIDERS ONLY

FF8-P	\$25/\$50	\$500	80%	\$3,000	\$478.84	\$1,063.02	\$871.48	\$1,470.03
FF2-P	\$25/\$50	\$1,000	80%	\$3,500	\$459.89	\$1,020.96	\$837.01	\$1,411.88
FF3-P	\$25/\$50	\$1,500	80%	\$4,500	\$441.66	\$980.47	\$803.82	\$1,355.89

ALL PLANS INCLUDE RX PLAN : \$10/\$35/\$60

TITLE 12. MUNICIPALITIES (Chs. 165-185)
CHAPTER 166. MUNICIPALITIES
PART III. MUNICIPAL FINANCE AND TAXATION

Fla. Stat. § 166.241 (2012)

§ 166.241. Fiscal years, budgets, and budget amendments

(1) Each municipality shall establish a fiscal year beginning October 1 of each year and ending September 30 of the following year.

(2) The governing body of each municipality shall adopt a budget each fiscal year. The budget must be adopted by ordinance or resolution unless otherwise specified in the respective municipality's charter. The amount available from taxation and other sources, including balances brought forward from prior fiscal years, must equal the total appropriations for expenditures and reserves. At a minimum, the adopted budget must show for each fund, as required by law and sound financial practices, budgeted revenues and expenditures by organizational unit which are at least at the level of detail required for the annual financial report under *s. 218.32(1)*. The adopted budget must regulate expenditures of the municipality, and an officer of a municipal government may not expend or contract for expenditures in any fiscal year except pursuant to the adopted budget.

(3) The tentative budget must be posted on the municipality's official website at least 2 days before the budget hearing, held pursuant to *s. 200.065* or other law, to consider such budget. The final adopted budget must be posted on the municipality's official website within 30 days after adoption. If the municipality does not operate an official website, the municipality must, within a reasonable period of time as established by the county or counties in which the municipality is located, transmit the tentative budget and final budget to the manager or administrator of such county or counties who shall post the budgets on the county's website.

(4) The governing body of each municipality at any time within a fiscal year or within 60 days following the end of the fiscal year may amend a budget for that year as follows:

(a) Appropriations for expenditures within a fund may be decreased or increased by motion recorded in the minutes if the total appropriations of the fund is not changed.

(b) The governing body may establish procedures by which the designated budget officer may authorize budget amendments if the total appropriations of the fund is not changed.

(c) If a budget amendment is required for a purpose not specifically authorized in paragraph (a) or paragraph (b), the budget amendment must be adopted in the same manner as the original budget unless otherwise specified in the municipality's charter.

(5) If the governing body of a municipality amends the budget pursuant to paragraph (4)(c), the adopted amendment must be posted on the official website of the municipality within 5 days after adoption. If the municipality does not operate an official website, the municipality must, within a reasonable period of time as established by the county or counties in which the municipality is located, transmit the adopted amendment to the manager or administrator of such county or counties who shall post the adopted amendment on the county's website.

HISTORY: S. 1, ch. 73-129; s. 4, ch. 83-106; s. 6, ch. 96-324; s. 14, ch. 2004-305; s. 11, ch. 2011-144, eff. Oct. 1, 2011.



August 20, 2012

Ms Virginia Haas,
City Recorder/Personnel
City of Arcadia
23 N Polk Ave.
Arcadia, FL 34266

Dear Ms Haas,

Our Firm, Water Company of America (WCA), has a 22 year long national proven track record of providing our unique performance fee based service to identify sources of unbilled and misbilled water, wastewater, stormwater and sanitation services, on an account by account basis. We reduce the apparent loss component of lost water and/or sewer by ferreting out users of utility service who are not billed or under-billed, thereby improving **rate payer equity and generating new revenue**. Every utility devotes some degree of resource to this problem. Our firm complements the efforts of your staff with custom designed software and multidiscipline personnel capable of finding the last bit of unknown. Clients often remark upon completion, "We didn't know what we didn't know". Our program identifies causes and suggests remedies for water system inaccuracies and deficiencies regarding water metering, associated billings, and related collections. We would like the opportunity of assisting your staff to make certain that the City gets paid for the services they are providing and help them recover all the revenue your City deserves.

We are compensated solely, by **sharing in a percentage of the increased, collected revenue** generated by the program. There are no start up costs or budgeted money that needs to be spent by the utility. WCA bears all the cost burdens of operational start up and project implementation. Therefore, the service is truly "performance based". Most important to know is that if we do not find anything, you do not owe us anything. We work as an independent contractor with an insignificant utility staff time requirement. This is a revenue generating item for your department. It is a WIN-WIN situation, for the utility and your customers.

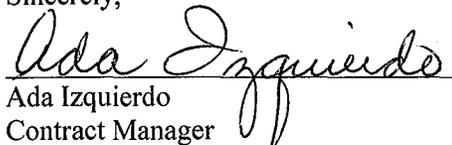
Because our service is so unique and not something typically contracted for, managers often view it skeptically. However, once understood, and with an opportunity to develop a level of trust, managers recognize that the service is a means to provide meaningful benefit in the areas of **accountability and rate payer equity**.

We are taking the liberty of enclosing a Brochure of our "Revenue Enhancement Program" for public utilities. We have also attached an Executive Summary of Water Company of America and our Client's List.

After you have reviewed our "Revenue Enhancement Program" you are welcome to contact me if not, I will contact you to field your questions and concerns. If at that time, you are still interested in learning more on the benefits our program has to offer and how we can help you recover lost utility revenue, we can make arrangements at the City's convenience, for a brief 30 minute presentation. Then, based on the exchange, as well as information that I can offer related to case studies on completed and ongoing projects, you might then evaluate our service, see that it does not require inordinate staff time, see that it is a transparent process and thereby better evaluate the service for a fit in your situation.

Thanking you in advance for considering my request.

Sincerely,


Ada Izquierdo
Contract Manager

RESOLUTION FOR
SUPPLEMENTAL JOINT PARTICIPATION
AGREEMENT

A RESOLUTION of the City of Arcadia authorizing the execution of that certain Supplemental Joint Participation Agreement (SJPA) with the Florida Department of Transportation.

WHEREAS, the City of Arcadia has the authority to enter into a Supplemental JPA with the Florida Department of Transportation to undertake a project as authorized by Florida Statute 332, and Florida Administrative Code 14-60.

NOW, THEREFORE, BE IT RESOLVED BY THE City of Arcadia, FLORIDA:

1. That the Supplemental JPA for Item-Segment-Phase-Sequence 430623-1-91-01 is approved.
2. That Judi Jankosky, City Administrator is authorized to execute the Supplemental JPA with the Florida Department of Transportation.

DULY PASSED AND ADOPTED THIS

September 4, 2012

By: _____

Title: Mayor

ATTEST:

Virginia Haas, City Recorder



Florida Department of Transportation

RICK SCOTT
GOVERNOR

801 North Broadway Avenue
Bartow, FL 33830

ANANTH PRASAD, P.E.
SECRETARY

August 21, 2012

Ms. Judi Jankosky
City of Arcadia
Arcadia Municipal Airport
23 North Polk Avenue
Arcadia, Florida 34266

**Re: Supplemental Agreement No. One – FM No. 430623-1-94-01
Arcadia Municipal Airport
Access Control and Security Fencing**

Dear Ms. Jankosky:

Attached is one (1) copy of a Supplemental Agreement One providing for Department participation in the referenced project at Arcadia Municipal Airport. Please execute and return three (3) copies of the agreement in accordance with the attached check list. Do not date the agreements.

If you require additional information or have any questions, please feel free to contact me via email at kristi.smith@dot.state.fl.us or by phone at (863) 519-2265.

Sincerely,

Kristi A. Smith
Modal Programs Manager

Attachments

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION
SUPPLEMENTAL JOINT PARTICIPATION AGREEMENT

725-030-07
PUBLIC TRANSPORTATION
06/11
Page 1 of 5

Number One

Financial Project No.: <u>430623-1-94-01</u> (Item-segment-phase-sequence) Contract No.: <u>AQ944</u>	Fund: <u>010</u> Function: <u>215</u> Federal No.: <u>N/A</u> DUNS No.: <u>80-939-7102</u>	FLAIR Category: <u>088719</u> Object Code: <u>750004</u> Org. Code: <u>55012020129</u> Vendor No.: <u>F596000266021</u>
Catalog of Federal Domestic Assistance Number: <u>N/A</u> Catalog of State Financial Assistance Number: <u>55004</u>		

THIS AGREEMENT, made and entered into this _____ day of _____, _____, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida, hereinafter referred to as the Department, and City of Arcadia (Arcadia Municipal Airport)
23 North Polk Avenue, Arcadia, Florida 34266
hereinafter referred to as Agency.

WITNESSETH:

WHEREAS, the Department and the Agency heretofore on the 27th day of May, 2011, entered into a Joint Participation Agreement; and

WHEREAS, the Agency desires to accomplish certain project items as outlined in the Attachment "A" appended hereto; and

WHEREAS, the Department desires to participate in all eligible items for this project as outlined in Attachment "A" for a total Department Share of \$300,000.

NOW, THEREFORE THIS INDENTURE WITNESSETH: that for and in consideration of the mutual benefits to flow from each to the other, the parties hereto agree that the above described Joint Participation Agreement is to be amended and supplemented as follows:

1.00 Project Description: The project description is amended
No changes are being made to the project description.

2.00 Project Cost:

Paragraph 3.00 of said Agreement is increased / decreased by \$163,000.00
bringing the revised total cost of the project to \$300,000.00.

Paragraph 4.00 of said Agreement is increased / decreased by \$163,000.00
bringing the Department's revised total cost of the project to \$300,000.00.

3.00 Amended Exhibits:

Exhibit(s) A, B, C, and D of said Agreement is amended by Attachment "A".

4.00 Contract Time:

Paragraph 18.00 of said Agreement July 1, 2016.

5.00 E-Verify:

Vendors/Contractors:

1. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Contractor during the term of the contract; and
2. shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

Financial Project No. 430623-1-94-01

Contract No. AQ944

Agreement Date _____

Except as hereby modified, amended or changed, all other terms of said Agreement dated 5/27/2011 and any subsequent supplements shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed, the day and year first above written.

AGENCY

FDOT

City of Arcadia (Arcadia Municipal Airport)
AGENCY NAME

See attached Encumbrance Form for date of Funding Approval by Comptroller

SIGNATORY (PRINTED OR TYPED)

LEGAL REVIEW
DEPARTMENT OF TRANSPORTATION

SIGNATURE

CHRIS SMITH
DEPARTMENT OF TRANSPORTATION

TITLE

Director of Transportation Development
TITLE

Financial Project No. 430623-1-94-01

Contract No. AQ944

Agreement Date _____

**ATTACHMENT "A"
 SUPPLEMENTAL JOINT PARTICIPATION AGREEMENT**

This Attachment forms an integral part of that certain Supplemental Joint Participation Agreement between the State of Florida, Department of Transportation and City of Arcadia (Arcadia Municipal Airport)
23 North Polk Avenue, Arcadia, Florida 34266
 dated _____.

DESCRIPTION OF SUPPLEMENT (Include justification for cost change):
 Additional funding is available to complete work on the airport for access control and security fencing.

I. Project Cost:	As Approved	As Amended	Net Change
	\$137,000.00	\$300,000.00	\$163,000.00
Total Project Cost	\$137,000.00	\$300,000.00	\$163,000.00
II. Fund Participation:	As Approved	As Amended	Net Change
Department:	\$137,000.00	\$300,000.00	\$163,000.00
Agency:			
Other:			
Total Project Cost	\$137,000.00	\$300,000.00	\$163,000.00

Comments:
 Second phase of the access control and security fencing project at Arcadia Municipal Airport.

III. MULTI-YEAR OR DEFERRED REIMBURSEMENT PROJECT FUNDING

If a project is a multi-year or prequalified project subject to paragraphs 4.10 and 17.20 of this agreement, funds are programmed in the Department's Work program in the following fiscal year(s):

FY	2010/2011	\$137,000.00	FY
FY	2012/2013	\$163,000.00	FY
FY			FY

Project years may be advanced or deferred subject to Legislative appropriation or availability of funds.

EXHIBIT "A"
PROJECT DESCRIPTION AND RESPONSIBILITIES

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida, Department of Transportation and the City of Arcadia, 23 North Polk Avenue, Arcadia, Florida 34266 dated _____ and referenced by the above Financial Project Number.

PROJECT LOCATION: Arcadia Municipal Airport

PROJECT DESCRIPTION: Access Control and Security Fencing

SPECIAL CONSIDERATIONS BY AGENCY:

The audit report(s) required in paragraph 7.60 of the Agreement shall include a schedule of project assistance that will reflect the Department's contract number, Financial Project Number and the Federal Identification number, where applicable, and the amount of state funding action (receipt and disbursement of funds) and any federal or local funding action and the funding action from any other source with respect to the project.

SPECIAL CONSIDERATIONS BY DEPARTMENT: None

EXHIBIT "B"
PROJECT BUDGET
(Multi-Year Project)

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida, Department of Transportation and the City of Arcadia, 23 North Polk Avenue, Arcadia, Florida 34266 dated _____.

Original JPA Date: May 27, 2011
Expiration Date: July 1, 2016

Project funds are programmed in the Department's Work Program in the following fiscal years:

State Funding (DDR)	(100%)	FY 10/11 \$137,000
State Funding (DPTO)	(100%)	FY 12/13 <u>\$163,000</u>
	Total	\$300,000

Project years may be advanced or deferred subject to Legislative appropriation or availability of funds.

State funds programmed on this project must be expended and an invoice for their reimbursement to the agency submitted to the Department by the following date(s):

FY 10/11 funds by May 1, 2016
FY 12/13 funds by May 1, 2018

Such funds which are not expended and invoiced by the dates indicated shall be forfeited by the agency. Invoices shall be submitted at a minimum of every 24 months or the project funds are subject to deletion.

EXHIBIT "C"
AVIATION PROJECT REQUIREMENTS & PROGRAM ASSURANCES

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida, Department of Transportation and the City of Arcadia, 23 North Polk Avenue, Arcadia, Florida 34266 dated _____.

A. General

1. The assurances herein shall form an integral part of the Joint Participation Agreement (Agreement) between the State of Florida, Department of Transportation (Department) and the airport sponsor, whether county or municipal government body or special district, such as an Airport Authority (herein, collectively referred to as "Agency").
2. These assurances delineate the obligations of the parties to this Agreement to ensure their commitment and compliance with specific provisions of Exhibit A, "Project Description and responsibilities" and Exhibit B, "Project Budget", as well as serving to protect public investment in public-use airports and the continued viability of the Florida Aviation System.
3. The Agency shall comply with the assurances as specified in this Agreement.
4. The terms and assurances of this Agreement shall remain in full force and effect throughout the useful life of a facility developed; equipment acquired; or project items installed within a facility for an airport development or noise compatibility program project, but shall not exceed 20 years from the effective date of this Agreement.
5. There shall be no limit on the duration on the terms and assurances of this Agreement regarding Exclusive Rights and Airport Revenue so long as the property is used as a public airport.
6. There shall be no limit on the duration of the terms and assurances of this Agreement with respect to real property acquired with funds provided by the State of Florida.
7. Subject to appropriations, the Department shall continue to comply with its financial commitment to this project under the terms of this Agreement, until such time as the Department may determine that the Agency has failed to comply with the terms of the Agreement and/or these assurances.
8. An Agency that has been determined by the Department to have failed to comply with the terms of the Agreement and/or these assurances shall be notified, in writing, by the Department, identifying the specifics of the non-compliance and any corrective action by the Agency to remedy the failure.
9. Failure by the Agency to satisfactorily remedy the non-compliance shall absolve the Department's continued financial commitment to this project and immediately require the Agency to repay the Department the full amount of funds expended by the Department on this project.
10. Any history of failure to comply with the terms of an Agreement and/or assurances will jeopardize the Agency's eligibility for further state funding of airport projects by the Department.

B. Agency Compliance Certification

1. **General Certification:** The Agency hereby certifies, with respect to this project, it will comply, within its authority, with all applicable, current laws and rules of the State of Florida and local government, as well as Department policies, guidelines, and requirements, including but not limited to the following:

a. **Florida Statutes (F.S.)**

- Chapter 163, F.S., Local Government Comprehensive Planning and Land Development
- Chapter 329, F.S., Aircraft: Title; Liens; Registration; Liens
- Chapter 330, F.S., Regulation of Aircraft, Pilots, and Airports
- Chapter 331, F.S., Aviation and Aerospace Facilities and Commerce
- Chapter 332, F.S., Airports and Other Air Navigation Facilities
- Chapter 333, F.S., Airport Zoning

b. **Florida Administrative Code (FAC)**

- Chapter 9J-5, FAC, Review of Comprehensive Plans and Determination of Compliance
- Chapter 14-60, FAC, Airport Licensing, Registration, and Airspace Protection
- Section 62-256.300(5) FAC, Open Burning, Prohibitions, Public Airports
- Section 62-701.320(13), FAC, Solid Waste Management, Permitting, Airport Safety

c. **Local Government Requirements**

- Airport Zoning Ordinance
- Local Comprehensive Plan

d. **Department Requirements**

- Eight Steps to Building a New Airport
- Florida Airport Financial Resource Guide
- Florida Aviation Project Handbook
- Guidebook for Airport Master Planning
- Guidelines for Plan Development

2. **Construction Certification:** The Agency hereby certifies, with respect to a construction-related project, that all design plans and specifications will comply with applicable federal, state, local, and professional standards, as well as Federal Aviation Administration (FAA) Advisory Circulars (AC's) and FAA issued waivers thereto, including but not limited to the following:

a. **Federal Requirements**

- FAA AC 70/7460-1, Obstruction Marking and Lighting
- FAA AC 150/5300-13, Airport Design

b. **Local Government Requirements**

- Local Building Codes
- Local Zoning Codes

c. **Department Requirements**

- Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (Commonly Referred to as the “Florida Green Book”)
- Manual on Uniform Traffic Control Devices
- Section 14-60.007, Florida Administrative Code, “Airfield Standards for Licensed Airports”
- Standard Specifications for Construction of General Aviation Airports

3. **Land Acquisition Certification:** The Agency hereby certifies, regarding land acquisition, that it will comply with applicable federal and state policies, regulations, and laws, including but not limited to the following:

a. **Federal Requirements**

- Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970
- National Environmental Policy of 1969
- FAA Order 5050.4, National Environmental Policy Act Implementing Instructions for Airport Projects
- FAA Order 5100.37B, Land Acquisition and Relocation Assistance for Airport Projects

b. **Florida Requirements**

- Chapter 73, F.S., Eminent Domain (re: Property Acquired Through Condemnation)
- Chapter 74, F.S., Proceedings Supplemental to Eminent Domain (re: Condemnation)
- Section 286.23, F.S., Public Business: Miscellaneous Provisions

C. Agency Authority

1. **Legal Authority:** The Agency hereby certifies, with respect to this project Agreement, that it has the legal authority to enter into this Agreement and commit to this project; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the airport sponsor’s governing body authorizing this Agreement, including assurances contained therein, and directing and authorizing the person identified as the official representative of the governing body to act on its behalf with respect to this Agreement and to provide any additional information as may be required.

2. **Financial Authority:** The Agency hereby certifies, with respect to this project Agreement, that it has sufficient funds available for that portion of the project costs which are not paid by the U.S. Government or the State of Florida; that it has sufficient funds available to assure future operation and maintenance of items funded by this project, which it will control; and that authority has been granted by the airport sponsor governing body to commit those funds to this project.

D. Agency Responsibilities

The Agency hereby certifies it currently complies with or will comply with the following responsibilities:

1. **Accounting System**

- a. The Agency shall create and maintain a separate account to document all of the financial transactions related to the airport as a distinct entity.

b. The accounting records shall be kept by the Agency or its authorized representative in accordance with Generally Accepted Accounting Principles and in an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.

c. The Department has the right to audit and inspect all financial records of the airport upon reasonable notice.

2. **Good Title**

a. The Agency holds good title, satisfactory to the Department, to the airport or site thereof, or gives assurance, satisfactory to the Department, that good title will be obtained.

b. For noise compatibility program projects undertaken on the airport sponsor's property, the Agency holds good title, satisfactory to the Department, to that portion of the property upon which state funds will be expended, or gives assurance, satisfactory to the Department, that good title will be obtained.

3. **Preserving Rights and Powers**

a. The Agency will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms and assurances of this Agreement without the written approval of the Department. Further, it will act promptly to acquire, extinguish, or modify, in a manner acceptable to the Department, any outstanding rights or claims of right of others which would interfere with such performance by the Agency.

b. If an arrangement is made for management and operation of the airport by any entity or person other than the Agency or an employee of the Agency, the Agency will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with the terms and assurances of this Agreement.

4. **Hazard Removal and Mitigation**

a. For airport hazards located on airport controlled property, the Agency will clear and protect terminal airspace required for instrument and visual operations at the airport (including established minimum flight altitudes) by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

b. For airport hazards not located on airport controlled property, the Agency will work in conjunction with the governing public authority or private land owner of the property to clear and protect terminal airspace required for instrument and visual operations at the airport (including established minimum flight altitudes) by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards. The Agency may enter into an agreement with surrounding property owners or pursue available legal remedies to remove potential hazards to air navigation.

5. **Airport Compatible Land Use**

a. The Agency assures that appropriate airport zoning ordinances are in place consistent with Section 333.03, F.S., "Airport Zoning", or if not in place, that it will take appropriate action necessary to ensure local government adoption of an airport zoning ordinance or interlocal agreement with another local government body having an airport zoning ordinance, consistent with the provisions of Section 333.03, F.S.

b. The Agency assures that it will disapprove or oppose any attempted alteration or creation of objects, natural or man-made, dangerous to navigable airspace or that would adversely affect the current or future levels of airport operations.

c. The Agency assures that it will disapprove or oppose any attempted change in local land use development regulations that would adversely affect the current or future levels of airport operations by creation or expansion of airport incompatible land use areas.

6. Consistency with Local Government Plans

a. The Agency assures the project is consistent with the currently existing and planned future land use development plans approved by the local government having jurisdictional responsibility for the area surrounding the airport.

b. The Agency assures that it has given fair consideration to the interest of local communities and has had reasonable consultation with those parties affected by the project.

c. The Agency will consider and take appropriate actions, if deemed warranted, to adopt the current, approved Airport Master Plan into the local government comprehensive plan.

7. Consistency with Airport Master Plan and Airport Layout Plan

a. The Agency assures that any project, covered by the terms and assurances of this Agreement, is consistent with the current, approved Airport Master Plan.

b. The Agency assures that this project, covered by the terms and assurances of this Agreement, is consistent with the current, approved Airport Layout Plan (ALP), which shows:

(1) The boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the Agency for airport purposes and proposed additions thereto;

(2) The location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars, and roads), including all proposed extensions and reductions of existing airport facilities; and

(3) The location of all existing and proposed non-aviation areas on airport property and of all existing improvements thereon.

c. The Agency assures that it will not make or permit any changes or alterations on the airport or any of its facilities that are not consistent with the Airport Master Plan and the Airport Layout Plan, as approved by the Department.

d. Original Airport Master Plans and Airport Layout Plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Department.

8. Airport Financial Plan

a. The Agency assures that it will develop and maintain a cost-feasible financial plan to accomplish the projects necessary to achieve the proposed airport improvements identified in the Airport Master Plan and depicted in the Airport Layout Plan, and any updates thereto.

(1) The financial plan shall be a part of the Airport Master Plan.

(2) The financial plan shall realistically assess project phasing considering availability of state and local funding and likelihood of federal funding under the FAA's priority system.

(3) The financial plan shall not include Department funding for projects which are inconsistent with the local government comprehensive plan.

b. All project cost estimates contained in the financial plan shall be entered into and kept current in the Joint Automated Capital Improvement Program (JACIP) online website.

9. Airport Revenue

The Agency assures that all revenue generated by the airport will be expended for capital improvement or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the air transportation of passengers or property, or for environmental or noise mitigation purposes on or off the airport.

10. Fee and Rental Structure

a. The Agency assures that it will maintain a fee and rental structure for facilities and services at the airport that will make the airport as self-sustaining as possible under the circumstances existing at the particular airport.

b. If this Agreement results in a facility that will be leased or otherwise produce revenue, the Agency assures that the price charged for that facility will be based on the fair market value.

c. The Agency assures that property or facility leases for aeronautical purposes shall not exceed a period of 30 years.

11. Public-Private Partnership for Aeronautical Uses

a. If the airport owner or operator and a person or entity that owns an aircraft or an airport tenant or potential tenant agree that an aircraft hangar or tenant-specific facility, respectively, is to be constructed on airport property for aircraft storage or tenant use at the expense of the aircraft owner or tenant, the airport owner or operator may grant to the aircraft owner or tenant of the facility a lease that is subject to such terms and conditions on the facility as the airport owner or operator may impose, subject to approval by the Department.

b. Duration of the terms or conditions in Section D11a shall not exceed a period of 30 years.

12. Economic Nondiscrimination

a. The Agency assures that it will make the airport available as an airport for public use on reasonable terms without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public.

(1) The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

(2) The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

b. The Agency assures that each airport Fixed-Based Operator (FBO) shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other FBOs making the same or similar uses of such airport and utilizing the same or similar facilities.

13. Air and Water Quality Standards

The Agency assures that in projects involving airport location, major runway extension, or runway location that the project will be located, designed, constructed, and operated so as to comply with applicable air and water quality standards.

14. Operations and Maintenance

a. The Agency assures that the airport and all facilities, which are necessary to serve the aeronautical users of the airport, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable federal and state agencies for maintenance and operation, as well as minimum standards established by the Department for State of Florida licensing as a public-use airport.

(1) The Agency assures that it will not cause or permit any activity or action thereon which would interfere with its use for airport purposes.

(2) Except in emergency situations, any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Department.

(3) The Agency assures that it will have arrangements for promptly notifying airmen of any condition affecting aeronautical use of the airport.

b. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when adverse weather conditions interfere with safe airport operations.

15. Federal Funding Eligibility

a. The Agency assures it will take appropriate actions to maintain federal funding eligibility for the airport and it will avoid any action that renders the airport ineligible for federal funding.

b. Ineligibility for federal funding of airport projects will render the Agency ineligible for state funding of airport projects.

16. Project Implementation

a. The Agency assures that it will begin making expenditures or incurring obligations pertaining to this airport project within one year after the effective date of this Agreement.

b. The Agency may request a one-year extension of this one-year time period, subject to approval by the Department District Secretary or designee.

c. Failure of the Agency to make expenditures, incur obligations or receive an approved extension may allow the Department to terminate this Agreement.

17. Exclusive Rights

The Agency assures that it will not permit any exclusive right for use of the airport by any person providing, or intending to provide, aeronautical services to the public.

18. Airfield Access

a. The Agency assures that it will not grant or allow general easement or public access that opens onto or crosses the airport runways, taxiways, flight line, passenger facilities, or any area used for emergency equipment, fuel, supplies, passengers, mail and freight, radar, communications, utilities, and landing systems, including but not limited to flight operations, ground services, emergency services, terminal facilities, maintenance, repair, or storage, except for those normal airport providers responsible for

standard airport daily services or during special events at the airport open to the public with limited and controlled access.

b. The Agency assures that it will not grant or allow general easement or public access to any portion of the airfield from adjacent real property which is not owned, operated, or otherwise controlled by the Agency without prior Department approval.

19. Retention of Rights and Interests

The agency will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the real property shown as airport owned or controlled on the current airport layout plan without prior written approval by the Department. It will not sell, lease, encumber, terminate, waive, or otherwise transfer or dispose of any part of its title, rights, or other interest in existing noise easements or aviation easements on any property, airport or non airport, without prior written approval by the Department. These assurances shall not limit the Agency's right to lease airport property for airport-compatible purposes.

20. Consultant, Contractor, Scope, and Costs

a. The Department has the right to disapprove the Agency's employment of consultants, contractors, and subcontractors for all or any part of this project if the specific consultants, contractors, or subcontractors have a record of poor project performance with the Department.

b. Further, the Department maintains the right to disapprove the proposed project scope and cost of professional services.

21. Planning Projects

If this project involves planning or other aviation studies, the Agency assures that it will:

a. Execute the project per the approved project narrative or with approved modifications.

b. Furnish the Department with such periodic project and work activity reports as indicated in the approved scope of services.

c. Make such material available for public review, unless exempt from public disclosure.

(1) Information related to airport security is considered restricted information and is exempt from public dissemination per Sections 119.071(3) and 331.22 Florida Statutes.

(2) No material prepared under this Agreement shall be subject to copyright in the United States or any other country.

d. Grant the Department unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this Agreement.

e. If the project involves developing an Airport Master Plan or an Airport Layout Plan, and any updates thereto, it will be consistent with provisions of the Florida Aviation System Plan, will identify reasonable future growth of the airport and the Agency will comply with the Department airport master planning guidebook, including:

(1) Provide copies, in electronic and editable format, of final project materials to the Department, including computer-aided drafting (CAD) files of the Airport Layout Plan.

(2) Develop a cost-feasible financial plan, approved by the Department, to accomplish the projects described in the Airport Master Plan or depicted in the Airport Layout Plan, and any updates thereto.

The cost-feasible financial plan shall realistically assess project phasing considering availability of state and local funding and federal funding under the FAA's priority system.

(3) Enter all projects contained in the cost-feasible plan in the Joint Automated Capital Improvement Program (JACIP).

f. The Agency understands and agrees that Department approval of this project Agreement or any planning material developed as part of this Agreement does not constitute or imply any assurance or commitment on the part of the Department to approve any pending or future application for state aviation funding.

g. The Agency will submit master planning draft and final deliverables for Department and, if required, FAA approval prior to submitting any invoices to the Department for payment.

h. The Department may extend the 5-day requirement for the approval and inspection of goods and services to allow for adequate time for review (reference Section 215.422(1), F.S.).

22. Land Acquisition Projects

If this project involves the purchase of real property, the Agency assures that it will:

a. **Laws:** Acquire the land in accordance with federal and state laws governing such action.

b. **Administration:** Maintain direct control of project administration, including:

(1) Maintain responsibility for all related contract letting and administrative procedures.

(2) Secure written Department approval to execute each agreement for the purchase of real property with any third party.

(3) Ensure a qualified, State certified general appraiser provides all necessary services and documentation.

(4) Furnish the Department with a projected schedule of events and a cash flow projection within 20 calendar days after completion of the review appraisal.

(5) Establish a project account for the purchase of the land.

(6) Collect and disburse federal, state, and local project funds.

c. **Reimbursable Funds:** If funding conveyed by this Agreement is reimbursable for land purchase in accordance with Chapter 332, Florida Statutes, the Agency will comply with the following requirements:

(1) The Agency shall apply for a FAA Airport Improvement Program grant for the land purchase within 60 days of executing this Agreement.

(2) If federal funds are received for the land purchase, the Agency shall notify the Department, in writing, within 14 calendar days of receiving the federal funds and is responsible for reimbursing the Department within 30 calendar days to achieve normal project federal, state, and local funding shares per Chapter 332, Florida Statutes.

(3) If federal funds are not received for the land purchase, the Agency shall reimburse the Department within 30 calendar days after the reimbursable funds are to achieve normal project state and local funding shares as described in Chapter 332, Florida Statutes.

(4) If federal funds are not received for the land purchase and the state share of the purchase is less than or equal to normal state and local funding shares per Chapter 332, F.S., when reimbursable funds are due, no reimbursement to the Department shall be required.

d. **New Airport:** If this project involves the purchase of real property for the development of a new airport, the Agency assures that it will:

(1) Apply for federal and state funding to construct a paved runway, associated aircraft parking apron, and connecting taxiway within one year of the date of land purchase.

(2) Complete an Airport Master Plan within two years of land purchase.

(3) Complete airport construction for basic operation within 10 years of land purchase.

e. **Use of Land:** The Agency assures that it shall use the land for aviation purposes in accordance with the terms and assurances of this Agreement within 10 years of acquisition.

f. **Disposal of Land:** For disposal of real property purchased in accordance with the terms and assurances of this Agreement, the Agency assures that it will comply with the following:

(1) For land purchased for airport development or noise compatibility purposes, the Agency will, when the land is no longer needed for such purposes, dispose of such land at fair market value and/or make available to the Department an amount equal to the state's proportionate share of its fair market value.

(2) Land shall be considered to be needed for airport purposes under this assurance if:

(a) It serves aeronautical purposes, e.g. runway protection zone or as a noise buffer.

(b) Revenue from uses of such land contributes to airport financial self-sufficiency.

(3) Disposition of land under Section 22f(1) or (2), above, shall be subject to retention or reservation of any interest or right therein needed to ensure such land will only be used for purposes compatible with noise levels related to airport operations.

(4) For disposal of real property purchased with Department funding:

(a) The Agency will reimburse the Department a proportional amount of the proceeds of the sale of any airport-owned real property.

(b) The proportional amount shall be determined on the basis of the ratio of the Department financing of the acquisition of the real property multiplied against the sale amount, and shall be remitted to the Department within ninety (90) days of closing of sale.

(c) Sale of real property acquired with Department funds shall be at fair market value as determined by appraisal, and the contract for sale must be approved in advance by the Department.

(d) If any portion of the proceeds from the sale to the Agency is non-cash considerations, reimbursement to the Department shall include a proportional amount based on the value of the non-cash considerations.

23. **Construction Projects:** The Agency assures that it will:

a. **Project Certifications:** Certify project compliances, including

- (1) Consultant and contractor selection comply with all applicable federal, state and local laws, rules, regulations, and policies.
- (2) All design plans and specifications comply with federal, state, and professional standards and applicable FAA advisory circulars, as well as the minimum standards established by the Department for State of Florida licensing as a public-use airport.
- (3) Completed construction complies with all applicable local building codes.
- (4) Completed construction complies with the project plans and specifications with certification of that fact by the project Engineer.

b. Design Development: For the plans, specifications, construction contract documents, and any and all other engineering, construction, and contractual documents produced by the Engineer, which are hereinafter collectively referred to as "plans", the Agency will certify that:

- (1) The plans shall be developed in accordance with sound engineering and design principles, and with generally accepted professional standards.
- (2) The plans shall be consistent with the intent of the project as defined in Exhibit A and Exhibit B of this Agreement.
- (3) The project Engineer shall perform a review of the certification requirements listed in Section B2 above and make a determination as to their applicability to this project.
- (4) Development of the plans shall comply with all applicable laws, ordinances, zoning and permitting requirements, public notice requirements, and other similar regulations.

c. Inspection and Approval: The Agency assures that:

- (1) The Agency will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Department for the project.
- (2) The Agency assures that it will allow the Department to inspect the work and that it will provide any cost and progress reporting, as may be required by the Department.
- (3) The Agency assures that it will take the appropriate corrective action necessary, as required by the Department, for work which does not conform to Department standards.

d. Pavement Preventive Maintenance: The Agency assures that for a project involving replacement or reconstruction of runway or taxiway pavement it has implemented an airport pavement maintenance management program and that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with state financial assistance at the airport.

24. Noise Mitigation Projects: The Agency assures that it will:

a. Government Agreements: For all noise compatibility projects that are carried out by another unit of local government or are on property owned by a unit of local government other than the Agency, the Agency shall enter into an agreement with that government body.

- (1) The local agreement, satisfactory to the Department, shall obligate the unit of local government to the same terms and assurances that apply to the Agency.
- (2) The Agency assures that it will take steps to enforce the local agreement if there is substantial non-compliance with the terms of the agreement.

- b. **Private Agreements:** For noise compatibility projects on privately owned property,
 - (1) The Agency shall enter into an agreement with the owner of that property to exclude future actions against the airport.
 - (2) The Agency assures that it will take steps to enforce the agreement if there is substantial non-compliance with the terms of the agreement.

25. Requests for Reimbursement (Invoice Submittals): In accordance with Section 215.422 Florida Statutes and the requirement of Paragraph 22.00 of this Agreement:

a. **Required Submittal Format**

The Agency shall submit invoices on forms provided by the Department and prepared in accordance with instructions given by the Department. Back-up documentation will include the appropriate items necessary to verify costs incurred and the eligibility of said costs.

b. **Approval of Submittal**

Goods or services received under this agreement shall be approved/disapproved by the Department no later than five (5) working days after receipt, by the District Public Transportation Office, of a properly prepared and submitted invoice. Should the invoice be incomplete or incorrect, the Department shall inform the Agency within five (5) working days of receipt and return the invoice for corrections.

26. Third Party Contracts: The Department must approve third party contracts pursuant to Paragraph 12.00 except that written approval is hereby granted for:

a. Contracts for materials from a valid state or intergovernmental contract. Such materials must be included in the Department approved project scope and/or quantities.

b. Contracts, purchase orders, and construction change orders (excluding engineering consultant services) up to the threshold limits of Category Three. Such contracts must be for services and/or materials included in the Department approved project scope and/or quantities. Purchasing Categories and Thresholds are defined in Section 287.017 Florida Statutes, and in Rule Chapter 60, Florida Administrative Code. The threshold limits are adjusted periodically for inflation, and it shall be the sole responsibility of the Agency to ensure that any obligations made in accordance with this section comply with the current threshold limits. Obligations made in excess of the appropriate limits shall be cause for Department non-participation.

c. Contracts, purchase orders, and construction change orders that exceed the current JPA budget, provided they are within the threshold limits of Category Three, as defined in Section 287.017 Florida Statutes, and in Rule Chapter 60, Florida Administrative Code. Such contracts must be for services and/or materials included in the Department approved project scope and/or quantities.

27. Force Account Work: "Force Account Work" by the Agency utilizing their own forces and equipment must be approved in writing by the Department prior to performance.

EXHIBIT "D" **PROJECT COMPLIANCES**

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida, Department of Transportation and the City of Arcadia, 23 North Polk Avenue, Arcadia, Florida 34266 dated _____.

State Agency: Florida Department of Transportation
CSFA Number & Title: 55.004, Aviation Development Grants
Amount: \$300,000

COMPLIANCES

ACTIVITIES ALLOWED

Airport Planning

Airport Planning Grants are to study options for airport development and operations. The Department funds airport master plans, airport layout plans (ALP), noise and environmental studies, economical impact, services development, and airport promotion. Examples of projects are:

- Master Plans and Airport Layout Plans (ALP);
- Master Drainage Plans;
- Environmental Assessments (EA);
- Development of Regional Impact (DRI);
- Operations and Emergency Response Plans (ERP);
- Federal Aviation Regulations (FAR) Part 150 noise studies;
- Environmental Impact Studies (EIS);
- Wildlife Hazard Studies;
- Feasibility and Site Selection Studies;
- Business plans;
- Airport management studies and training;
- Air services studies and related promotional materials.

Airport Improvement

These grants are to provide capital facilities and equipment for airports. Examples of projects are:

Air-side capital improvement projects

- Runways
- Taxiways
- Aprons
- T-hangers
- Fuel farms
- Maintenance Hangers
- Lighting

- Air Traffic Control Towers
- Instrument Approach Aids
- Automatic Weather Observation Stations

Land-side capital improvement projects

- Terminal Buildings
- Parking lots and structures
- Road and other access projects

Presentation projects

- Overlays
- Crack sealing
- Marking
- Painting buildings
- Roofing buildings
- Other approved projects

Safety equipment

- Airfield Rescue and Fire Fighting Vehicle (ARFF)
- Lighted Xs

Safety projects

- Tree clearing
- Land contouring on overrun areas
- Removing, lowering, moving, and marking, lighting hazards

Information technology equipment (used to inventory and plan airport facility needs)

Drainage improvements

Land Acquisition

This grant program protects Florida's citizens from airport noise and protects airport clear zones and runway approach areas from encroachment. Administrative Costs, appraisals, legal fees, surveys, closing costs and preliminary engineering fees are eligible costs. In the event the negotiation for a fair market value is unsuccessful, the court will be petitioned for "an Order of Taking" under the eminent domain laws of Florida. Examples of projects are:

- Land acquisition (for land in an approved Master Plan or ALP)
- Mitigation land (on or off airport)
- Aviation easements
- Right of way
- Approach clear zones

Airport Economic Development

This grant program is to encourage airport revenue. Examples of projects are:

- Any airport improvement and land purchase that will enhance economic impact
- Building for lease

- Industrial park infrastructure and buildings
- General aviation terminals that will be 100 percent leased out
- Industrial park marketing programs

Aviation Land Acquisition Loan Program

The Department provides interest free loans for 75 percent of the cost of airport land purchases for both commercial service and general aviation airports.

This is a general description of project types. A detail list of project types approved for these grant programs can be found in the Aviation Grant Program manual which can be accessed through the internet at www.dot.state.fl.us/Aviation/Public.htm.

ALLOWABLE COSTS

Entities are prohibited from using grant funds for lobbying the legislature. (*Section 216.347, Florida Statutes*). Also, restrictions of expenditures are summarized in the Reference Guide for State Expenditures of the Department of Financial Services. Other specific requirements for allowable costs are unique to each state project and are found in the laws, rules, and the provisions of contracts or grant agreements pertaining to the project. For projects listed in the Compliance Supplement, these specific requirements are in Part Four.

Audit Objectives

Determine whether expenditures of state financial assistance were for allowable costs.

Suggested Audit Procedures

1. Identify the types of costs that are either specifically allowed or prohibited by the laws, rules, and provisions of contracts or grant agreements pertaining to the project.
2. Select a sample of transactions and perform procedures to verify that the transactions were for an allowable cost and not for lobbying the legislature or other prohibited uses.

Cash Management

State agencies which are expressly authorized by law to make advances for project startup or contracted services in total or periodically, shall limit such advances to other governmental entities and nonprofit entities. The amount to be advanced may not exceed the expected cash needs of the recipient within the initial 3 months. Thereafter disbursements are to be made only on a reimbursement basis. The Chief Financial Officer, after consultation with the appropriations committee, may advance funds beyond a 3-month requirement if it is determined to be consistent with the intent of the approved operating budget. Any agreement that provides for advances may contain a clause that permits the recipient to temporarily invest the proceeds, provided that any interest income either be returned to the agency or applied against the agency's obligation to the pay the contract amount. (*Section 216.181, Florida Statutes*) Specific cash management requirements unique to a state project may be found in the laws, rules, and the provisions of contracts or grant agreements pertaining to the project. For projects listed in the Compliance Supplement, these specific requirements are in Part Four.

Audit Objectives

1. Determine that cash management procedures are in accordance with Section 216.181, Florida Statutes, and other laws, rules, and the provisions of contracts or grant agreements pertaining to the state project.
2. Determine that interest income, when allowable, is correctly recorded and returned to the state agency or applied against the contract or grant agreement.

Suggested Audit Procedures

1. Review reimbursement requests and trace to supporting documentation. Ensure that costs for which reimbursement was requested were paid prior to the date of the reimbursement request.
2. Determine whether any interest income was owed to the state agency and either remitted to the agency or applied against amounts owed by the state agency.

MATCHING

Commercial Service Airports

When no federal funding is available, the Department provides up to 50 percent of the project costs. When federal funding is available, the Department can provide up to 50 percent of the non-federal share.

General Aviation Airports

When no federal funding is available, the Department provides up to 80 percent of project costs. When federal funding is available, the Department can provide up to 80 percent of the non-federal share.

Economic Development

The Department provides up to 50 percent of airport economic development funds to build on-airport revenue-producing capital improvements. This program is for local match only.

Airport Loans

The Department provides a 75 percent loan program to fund the Aviation Land Acquisition Loan Program.

CHECK LIST

Please check for these items on Joint Participation Agreements, Supplemental Joint Participation Agreements or Joint Participation Agreement Terminations to ensure validity of the Agreement.

- (1) Original Signature must appear on three (3) copies of the Agreements.
- (2) Please be sure authorized parties type titles and names on all copies for clarity.
- (3) Please provide two resolutions from the Agency authorizing signing of the Agreement. Resolutions must specifically identify, by name or title, person(s) authorized to sign Agreements. Resolutions must bear original signature with seal. A sample Resolution is attached for your consideration and use.
- (4) Please do not fill in any dates on the Agreements.
- (5) Please return three (3) signed copies of the Agreement for further processing to the District Modal Development Office at the address below:

Florida Department of Transportation
District One
Modal Development Office
P. O. Box 1249
Bartow, FL 33830

A copy will be furnished to your Agency after the Agreement is executed by the Department.

- (6) Do not obligate funds against this project until final execution of the Agreement by the State has been completed and you have the necessary written approval from the Department.

**CITY OF ARCADIA, FLORIDA
CONTRACT FOR FISCAL FUNDING YEAR (FFY) 2012
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
NEIGHBORHOOD REVITALIZATION
PROGRAM ADMINISTRATION SERVICES**

THIS CONTRACT is made and entered into by and between the CITY OF ARCADIA (hereinafter the CITY) and Guardian Community Resource Management, Inc., (hereinafter GUARDIAN). This Contract shall become effective immediately, with Program Administration Services commencing subject to the effective date of the CITY's Grant Award Agreement between the CITY and the Florida Department of Economic Opportunity (hereinafter FDEO).

WHEREAS, the CITY has solicited for competitive proposals, and selected GUARDIAN to perform Program Administration Services for a Community Development Block Grant (CDBG) for the FFY 2012 funding cycle in the Neighborhood Revitalization (NR) category. Other services for FFY 2012 may be included for additional sources of grant/public loan funding at the discretion of the CITY, as outlined in the RFP but shall not be paid for with CDBG funds.

NOW THEREFORE, in consideration of the mutual covenants and agreements as contained herein to be kept by and between the parties, the CITY and GUARDIAN agree as follows:

A. Covenant for Services

The CITY does hereby contract with GUARDIAN to perform the services described herein and GUARDIAN does hereby agree to perform such services under the terms and conditions set forth in this Contract. The obligations of the CITY hereunder are subject to annual appropriation and budget as required by law. The proposal marked '**City of Arcadia Request for Proposals: Application and Project Administration Services**' by GUARDIAN and all presentations to the CITY therein shall be a part of this Contract, except as otherwise provided for in this agreement.

B. Availability of Funds

Payment of funds pursuant to this Contract is subject to and conditioned upon the release of authorized appropriations from FDEO. GUARDIAN shall be paid in accordance with Section D of this Contract. The CITY's Grant Award Agreement from FDEO shall become part of this Contract consistent with the requirements established in Florida Administrative Code, Section 9B-43.014.

C. Scope of Services

(1) Intent of this Contract

GUARDIAN agrees, under the terms and conditions of this Contract and the applicable federal, state and local laws and regulations, to undertake, perform, and complete the necessary Program Administration Services required to implement and complete the CITY's FFY 2012 CDBG NR application and subsequent project in compliance with applicable laws and regulations. GUARDIAN will comply with Chapter 119, Florida Statutes.

(2) Scope of Services – Program Administration Services

GUARDIAN will provide Program Administration Services as described in the Approach section of the proposal marked 'City of Arcadia Request for Proposals: Application and Project Administration Services.'

D. Consideration and Method of Payment for Services

(1) Amount of Consideration

For Program Administration Services for the task outlined and for rates bid, the CITY will pay GUARDIAN the sum of \$49,000. The CITY shall issue the fee amount to GUARDIAN over a period of twenty-four (24) months. If the project is completed in less than twenty-four (24) months, the balance of the administration fee will be paid to GUARDIAN after completion and submission of the Closeout Status Report to FDEO. An amount not-to-exceed 0.5% of grant funds shall be set aside for the CITY's auditing costs incurred on this grant and/or other administration costs of the CITY.

(2) Method of Payments

GUARDIAN will submit monthly invoices beginning upon the CITY's receipt of the Grant Award Agreement from FDEO, estimated to be on or about January 1, 2013, as follows: One kickoff payment of \$5,000 upon the CITY's receipt of the Grant Award Agreement from FDEO, twenty-three (23) monthly payments of \$1695.65 (total of \$38999.95), and one closeout payment of \$5,000.05 The invoices shall be submitted to the CITY for review and approval. Payment will be issued within twenty-five (25) days of receipt of the invoice. Final payment shall be made upon submission of the closeout report to FDEO.

(3) Additional Services

If additional services are requested or required, then the additional services shall be established based on the hourly rates identified in Attachment C of this Contract and a work order or equivalent shall be submitted for approval. Additional services shall include additional project management due to construction delays beyond the construction contract period. Where possible, a liquidated damages fee clause established in the construction contract would be utilized to pay for the additional services caused by the construction delays.

E. Subcontracts

(1) If GUARDIAN subcontracts any of the work required under this Contract, GUARDIAN agrees to include in the subcontract that the Subcontractor is bound by the terms and conditions of this Contract with the CITY.

(2) GUARDIAN agrees to include in the subcontract that the Subcontractor shall indemnify and hold harmless the FDEO, the CITY and GUARDIAN from and against all claims of whatever nature by the Subcontractor arising out of the Subcontractor's performance of work under this Contract.

F. Modification of Contract

All modifications or amendments to this Contract shall be in writing, executed with the same formalities as this Contract, and addressed to the appropriate parties hereto and given personally, by registered or certified mail, return receipt requested, by facsimile, or by a national recognized overnight courier service. All modifications or amendments shall be effective upon the date of receipt and attached to the original of this Contract. The amount of compensation to be paid to

GUARDIAN will not be amended without mutual agreement by the CITY and GUARDIAN, formally executed in writing, subject to availability of funds.

G. Termination (Cause and/or Convenience)

(1) This Contract may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this Contract through no fault of the terminating party, provided that no termination may be effected unless the other party is given; (1) not less than thirty (30) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate and (2) an opportunity (with thirty (30) additional days to schedule) direct (in-person) consultation with the terminating party prior to termination. During the notice and consultation period, both parties are expected to comply with all agreements and regulations affecting the project as required.

(2) This Contract may be terminated in whole or in part in writing by the CITY for its convenience, provided that the other party is afforded the same notice and consultation opportunity specified in G (1) above.

(3) If termination for default is effected by the CITY, an equitable adjustment in the price for this Contract shall be made, however, (1) no amount shall be allowed for anticipated profit on unperformed services or other work, and (2) any payment due to GUARDIAN at the time of termination may be adjusted to cover any additional costs to the CITY because of GUARDIAN's default.

For any termination, the equitable adjustment shall provide for payment to GUARDIAN for services rendered and expenses incurred prior to receipt of the notice of intent to terminate, in addition to termination settlement costs reasonably incurred by GUARDIAN relating to commitments (e.g., suppliers, subcontractors) which had become contracted prior to receipt of the notice of intent to terminate.

(4) Upon receipt of a termination action under paragraphs (1) or (2) above, GUARDIAN shall (1) discontinue all affected work (unless the notice directs otherwise) and (2) deliver or otherwise make available to the CITY all data, drawings, reports, specifications, summaries and other such information, as may have been accumulated by GUARDIAN in performing this Contract, whether completed or in process, within the sixty (60) day notice and consultation period.

(5) Upon termination, the CITY may take over the work and may award another party a Contract to complete the work described in this Contract.

(6) If, after termination for failure of GUARDIAN to fulfill contractual obligations, it is determined that GUARDIAN had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of the CITY. In such event, adjustment of the contract price shall be made as provided in paragraph (3) above.

H. Remedies

Unless otherwise provided in this Contract, all other matters in question between the CITY and GUARDIAN, arising out of or relating to this Contract, or the breach of it, will be decided by a Florida court of competent jurisdiction. The venue for any legal action or other proceedings, which might arise from this Contract, shall be in Desoto County, Florida.

In the event of a default under this Agreement, the defaulting party shall reimburse the non-defaulting party or parties for all costs and expenses reasonably incurred by the non-defaulting party or parties in connection with the default, including, without limitation, reasonable attorney's fees. Additionally, in the event a suit or action is filed to interpret or enforce this Agreement or

with respect to this Agreement, the prevailing party for all costs and expenses incurred in connection with the suit or action, including without limitation, reasonable attorney's fees at the trial level and on appeal.

I. Liability

(1) GUARDIAN shall be responsible for all damages to persons or property that occur as a result of GUARDIAN's fault or negligence in connection with work performed under the provisions of this Contract, and GUARDIAN shall be financially and otherwise responsible for the proper care and protection of all such work performed until completion thereof and final acceptance by the CITY. Guardian shall maintain General Liability Insurance. Documentation regarding insurance will be made available upon request.

(2) GUARDIAN shall indemnify and hold harmless the CITY, its agents, and employees from liability for any injury or damages to persons or property resulting from GUARDIAN's prosecution of work pursuant to the provisions of this Contract.

J. Project Representatives

The CITY's Project Manager/Coordinator for this Contract is: **Judi Jankosky, City Administrator, City of Arcadia, 23 North Polk Avenue, Arcadia, FL 34266, 863-494-4114.**

GUARDIAN's Primary Contact responsible for the administration of this Contract is **Christine Alday, President, Guardian Community Resource Management, Inc., 930 Marcum Road Suite 3, Lakeland, FL 33809, 863-937-9035.** In the event that different representatives are designated by either party after execution of this Contract, notice of the name and address of the new representative will be rendered in writing to the party and said notification attached to the original of this Contract.

K. Terms and Conditions

This Contract contains all the terms and conditions agreed upon by the parties.

L. Eligibility

GUARDIAN certifies that it is eligible to receive state and federally funded contracts. GUARDIAN also certifies that no party ineligible for such work will be subcontracted to perform services under this Contract.

M. Conflict of interest

No member of or Delegate to the Congress of the United States, or City Commissioner, and no elected state official or state employee shall share in any proceeds of this Contract, or in any benefit to arise from it. No officer or employee of the local jurisdiction or its designers or agents, no member of the governing body, and no other official of the locality who exercises any function or responsibility with respect to this Contract, during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed.

N. Federal Statutory Requirements

When applicable, GUARDIAN and the CITY shall comply with the provisions contained in Attachment A and incorporated herein.

O. Attachments

This Contract is subject to the provisions of the following Attachments, which are attached to and made a part of this Contract:

- (1) Attachment A, "Federal Provisions."
- (2) Attachment B, "Section 3 and Affirmative Action Plan."
- (3) Attachment C, "Fee Schedule."

IN WITNESS WHEREOF, the parties have executed this Contract on this the _____ day of _____, 2012.

GUARDIAN COMMUNITY RESOURCE MANAGEMENT, INC.

By: _____

Name and Title: Christine Alday, President and CEO

Attest: _____

Name and Title: _____

THE CITY OF ARCADIA,

By: _____

Name and Title: Judi Jankosky, City Administrator

Attest: _____

Name and Title: _____

ATTACHMENT A
FEDERAL PROVISIONS

1. Equal Employment Opportunity

During the performance of this Contract, GUARDIAN agrees as follows:

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

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

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

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

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

f. In the event of GUARDIAN's non-compliance with the equal opportunity clauses of this Contract or with any of such rules, regulations or orders, this Contract may be cancelled, terminated or suspended in whole or in part and GUARDIAN may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

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

GUARDIAN may request the United States to enter into such litigation to protect the interests of the United States.

2. Civil Rights Act of 1964

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

3. Section 109 of the Housing and Community Development Act of 1974

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

4. "Section 3" Compliance in the Provision of Training, Employment, and Business Opportunities

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

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

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

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

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

agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

5. Access and Retention to Records

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

ATTACHMENT B

SECTION 3 AND AFFIRMATIVE ACTION PLAN

1. GUARDIAN will solicit and evaluate applications for employment in a manner that is non-discriminatory based upon age, race, sex, national origin, ethnic background, and handicap status.
2. When training and/or employment opportunity arises in connection with this project, GUARDIAN will, to the greatest extent feasible, provide maximum opportunity to lower income residents of the project. Employment opportunities will be locally advertised in a manner that will ensure that potentially eligible applicants are 1) made aware of the opportunity, and 2) provided a convenient way to apply for employment.
3. During this project, GUARDIAN will seek to purchase necessary goods and/or services from businesses that are located in, or owned by persons residing in the jurisdiction.
4. GUARDIAN will utilize the Florida lists of minority businesses in filling subcontracting and/or purchasing needs, where applicable.
5. GUARDIAN will include applicable equal opportunity provisions in subcontracts issued in connection with this project.
6. GUARDIAN shall publicize and post this policy in a conspicuous place available to employees and applicants for employment and training, where applicable.
7. GUARDIAN is under no contractual or other disability which would prevent compliance with this policy.

ATTACHMENT C

FEE SCHEDULE

Proposed Fee Schedule for General and Other Services as needed for additional public grant, loan or other funding opportunities for FFY2012:

Standard Rates (for technical assistance, developer agreements, policy review, administration, housing rehab specialist, project delivery, contract management, planning, etc by the hour):

Hourly Rates for Additional Services, When and If Applicable

Grant Contracts Manager, Principal	\$140/hour
Grant Projects Manager, Officer	\$125/hour
Project Coordinator or Technical Support Specialist	\$115/hour
Project or Construction Manager	\$100/hour
Legislative Liaison or Public Relations Manager	\$100/hour
Grants or Program Administrator	\$90/hour
Grant Writer or Planner or Accountant	\$80/hour
Housing or Construction Specialist	\$80/hour
Grants or Program Specialist or Technical Assistant	\$70/hour
Office Manager/Grants Assistant/Case or Financial Clerk	\$50/hour

Typical Fees by Work Order (examples)

Affordable Housing Finance Proposals	\$25,000
USDA Water/Waste Grant-Loan Applications	\$25,000**
SRF Water or Waste Loan or Grant Pre-Application or App	\$20,000
EDA Infrastructure Grant Application	\$25,000**
EPA STAG or SPAP Grant Application	\$20,000
Economic Development Transportation Grant Application	\$10,000**
Rural Infrastructure Grant Application	\$10,000**
FCT Land Acquisition Application	\$25,000**
FRDAP Application	\$10,000

** Typically does not allow for administrative fees, but there are other ways to pay Guardian which can be negotiated on a case by case basis, such as the Developer pays on funding award or Guardian is hired for owner's representative services during construction.



MEMO

To: Honorable Mayor and City Council Members

From: Chair Vince Sica, Charter Review Advisory Committee

Date: March 14, 2012

Subject: City Charter Review Recommendations

Per Resolution Number 2011-20 the Charter Advisory Review Committee submits the following recommended amendments to the City Charter. The minutes are also attached for your review.

1. Amend title of City Recorder to City Clerk with list of general duties. (Article II, Section 8 references Ordinance No. 817)
2. Amend City Election dates to even years to coincide with National, State and County Election dates. (Article II, Section 11)
3. City Council term limits – 4 year term with 2 consecutive terms maximum. (Article II, Section 11)
4. Amend Elected Marshal to Appointed Police Chief by City Council and require qualifications include experience as qualified Police Officer. (Article V, Section 28)
5. Add Section to Article IX specifying Code Enforcement powers, duties and policies of the City Council or its appointees.
6. Add new Article or Section to Charter which defines form of government as Council-Manager with rotational ceremonial Mayor.
7. Add new Section to Charter defining the duties of the City Manager and Finance Director.
8. Clarify precinct locations – see Section 46-4 Voting Precincts.

If you have any questions, please do not hesitate to contact me at your earliest convenience.

CITY BOARDS

Planning and Zoning Board
Board of Adjustment
Historic Preservation Commission
Citizen Advisory Task Force
Airport Advisory Board
Charter Review Committee

RESOLUTION 2012 – 07

A RESOLUTION AMENDING RESOLUTION NO. 2011-22 OF THE CITY OF ARCADIA TO CORRECT SCRIVENER’S ERRORS REGARDING FISCAL YEAR DATES AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, City of Arcadia adopted Resolution No. 2011-22 amending the fiscal year 2010-2011 budget on December 6, 2011, and

WHEREAS, Section 1 of Resolution No. 2011-22 contains two scrivener’s errors of year 11/12 instead of 10/11 in the BUDGET and AMND columns under GENERAL FUND: EXPENDITURES, and

WHEREAS, the City desires to correct those scrivener’s errors, and

WHEREAS, the fiscal year 2010-2011 budget not changed herein shall remain in effect,

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ARCADIA, FLORIDA, that the following amendment is hereby adopted:

SECTION 1. The columns under GENERAL FUND: EXPENDITURES in Section 1 of Resolution No. 2011-22 are hereby amended to read:

GENERAL FUND: EXPENDITURES

<u>ACCT#</u>	<u>DESCRIPTION</u>	<u>BUDGET</u> <u>10/11</u>	<u>INCREASE</u>	<u>DECREASE</u>	<u>AMND 10/11</u>
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SECTION 2. This Resolution shall be effective upon adoption.

DULY PASSED BY THE CITY COUNCIL OF THE CITY OF ARCADIA, FLORIDA, in regular session at the City Council Chambers of said City of Arcadia, Florida this 4th day of September, 2012.

ATTEST:

CITY OF ARCADIA, FLORIDA

VIRGINIA HAAS, CMC
CITY RECORDER

KEITH KEENE
MAYOR

APPROVED AS TO FORM BY

THOMAS J. WOHL
CITY ATTORNEY

RESOLUTION NO. 2011-22

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF ARCADIA, FLORIDA
AMENDING THE BUDGET FOR FISCAL
YEAR 2010-2011.**

WHEREAS, the City Council of the City of Arcadia, FL has adopted Resolution No. 2011-17 which amended the final budget for the fiscal year beginning October 1, 2010 and ending September 30, 2011, in accordance with the requirements of Florida Statutes Chapter 200; and

WHEREAS, the City Council of the City of Arcadia, FL wishes to amend the fiscal year 2010-2011 budget; and

NOW, THEREFORE, BE IT RESOLVED, that the Fiscal Year 2010-2011 budget be amended as follows:

Section 1.

GENERAL FUND: INTERFUND TRANSFERS

<u>ACCT #</u>	<u>DESCRIPTION</u>	<u>BUDGET 10/11</u>	<u>INCREASE</u>	<u>DECREASE</u>	<u>AMND 10/11</u>
	GENERAL FUND	5,770,221	35,223		5,805,444
	FIRE SERVICE MSBU	193,640	35,223		228,863

GENERAL FUND: EXPENDITURES

<u>ACCT #</u>	<u>DESCRIPTION</u>	<u>BUDGET 11/12</u>	<u>INCREASE</u>	<u>DECREASE</u>	<u>AMND 11/12</u>
01115	LEGISLATIVE	38,289	5,311		43,600
01120	EXECUTIVE	320,095	16,000		336,095
01130	FINANCE	200,191		50,492	149,699
01140	LEGAL COUNCIL	46,650	11,650		58,300
01190	GENERAL GOV'T	414,024		83,972	330,052
01210	LAW ENFORCEMENT	1,590,860		21,795	1,569,065
01220	FIRE CONTROL	796,500	35,223		831,723
01281	ANTI-DRUG GRANT	40,323	10,525		50,848
01285	EQUIPMENT GRANT	0	21,692		21,692
01721	RECREATION	33,200	8,795		41,995
01724	MOBILE HOME PARK	128,752	10,000		138,752
01725	WAY BUILDING	17,600	17,000		34,600
01726	GOLF PRO SHOP	145,685	55,286		200,971

ALL FUNDS SUMMARY

GENERAL FUND	\$ 5,805,444
WATER AND SEWER FUND	3,223,042
WATER AND SEWER BOND SINKING FUND	1,223,743
WATER AND SEWER BOND RESERVE FUND	0
WATER AND SEWER RENEWAL & REPLACEMENT	251,497
AIRPORT FUND	51,741
INFRASTRUCTURE TAX FUND	1,064,131
LOCAL OPTION GAS TAX FUND (Street Reserve)	1,372,650
CAPITAL IMPROVEMENT FUND	1,077,147
FIRE SERVICES PROTECTION FUND	228,863
COMMUNITY DEVELOPMENT BLOCK GRANT	678,806
 TOTAL ALL FUNDS	 <u>\$14,977,064</u>

Section 2. Adoption of Amendments.

The budget amendments attached hereto and made a part of this Resolution are hereby adopted and incorporated into the budget of the City of Arcadia, FL for the fiscal year beginning October 1, 2010 and ending September 30, 2011 in accordance with Florida Statutes.

Section 3. Effective Date.

This Resolution shall become effective immediately upon its passage.

SO DONE, this 6th day of December, 2011.

By: Keith Keene
Keith Keene, Mayor

ATTEST:

Virginia S. Haas
Virginia S. Haas, CMC
City Recorder

Reviewed and approved as to form:

William S. Galvano FOR
William S. Galvano, City Attorney

RESOLUTION NO. 2012-08

**A RESOLUTION ADOPTING THE
TENTATIVE MILLAGE RATE TO BE
LEVIED BY THE CITY OF ARCADIA,
FLORIDA FOR FISCAL YEAR 2012-2013**

WHEREAS, Florida Statutes 200.065(2)(d) requires that the City of Arcadia, Florida adopt a Resolution stating the tentative millage rate to be levied for Fiscal year 2012-2013, and

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

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

1. The City of Arcadia does hereby adopt its Tentative Millage Rate of 8.5859 mills to be levied for the General Fund upon all real and tangible personal property located within the boundaries of the City of Arcadia to fund the fiscal Year 2012-2013 budget, and

2. The percentage by which this millage rate to be levied exceeds the rolled back rate of 8.5859 mills, computed pursuant to Florida law, is zero (0) percent.

PASSED AND ADOPTED by the City Council this _____ *day of* _____.

By:

Keith Keene, Mayor

ATTEST:

Virginia S. Haas, CMC
City Recorder

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

Thomas J. Wohl, City Attorney

RESOLUTION NO. 2012-09

A RESOLUTION ADOPTING THE
TENTATIVE BUDGET FOR THE CITY
OF ARCADIA, FLORIDA FOR FISCAL
YEAR 2012-2013

WHEREAS, the City Council of the City of Arcadia, Florida has followed the procedures for budget preparation, public notices, and public hearings as prescribed by *Florida Statutes*, and

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Arcadia that the following funds be adopted as the City of Arcadia's Tentative Budget for Fiscal Year 2012-2013:

GENERAL FUND	\$ 4,787,803
WATER AND SEWER FUND	6,695,926
WATER AND SEWER BOND SINKING FUND	1,628,781
WATER AND SEWER BOND RESERVE FUND	144,291
WATER AND SEWER RENEWAL & REPLACEMENT FUND	1,408,729
AIRPORT FUND	2,200,361
SMALL COUNTY SURTAX	1,476,621
LOCAL OPTION GAS TAX FUND (STREET RESERVE)	1,102,984
CAPITAL IMPROVEMENT FUND	1,010,199
FIRE SERVICES PROTECTION FUND	246,645
COMMUNITY DEVELOPMENT BLOCK GRANT	700,000
MCSWAIN PARK RESTORATION GRANT	<u>500,000</u>
TOTAL ALL FUNDS	<u>\$21,902,340</u>

PASSED AND ADOPTED by the City Council this ____ day of _____.

By:

Keith Keene, Mayor

ATTEST:

Virginia S. Haas, CMC
City Recorder

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

Thomas J. Wohl, City Attorney

ORDINANCE NO. 977

AN ORDINANCE AMENDING SECTION 2-116 OF THE CODE OF ORDINANCES OF THE CITY OF ARCADIA TO AMEND THE REQUIREMENTS FOR SIGNING OF CHECKS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Sec. 2-116 of the Code of Ordinances of the City of Arcadia sets forth the requirements for signing of checks; and

WHEREAS, the finance director or the city administrator should be allowed to sign checks when countersigned by one member of the city council; and

WHEREAS, it is in the best interest of the citizens of the City of Arcadia that Sec. 2-116 of the Code of Ordinances of the City of Arcadia be amended,

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

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

SECTION 2. Amendment of the Code of Ordinances. Section 2-116 of the Code of Ordinances of the City of Arcadia is hereby amended as follows:

“Sec. 2-116. Payment of funds; signing of checks:

The city recorder shall pay no funds except on a check issued pursuant to the budget, which shall be signed by the finance director or the ~~and countersigned by~~ city administrator and countersigned by one council member of the city council.”

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

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

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

PASSED BY THE CITY COUNCIL OF THE CITY OF ARCADIA, FLORIDA, on this
__ day of _____, 2012.

CITY OF ARCADIA, FLORIDA

KEITH KEENE, MAYOR

ATTEST:

By: _____
VIRGINIA HAAS
CITY RECORDER

PASSED ON FIRST READING: _____, 2012.

PASSED ON SECOND READING: _____, 2012.

APPROVED AS TO FORM:

THOMAS J. WOHL, CITY ATTORNEY

City Marshal
Charles J. Lee



State of Florida
City of Arcadia

**ARCADIA POLICE DEPARTMENT
COUNCIL REPORT**

TOTALS FOR THIS REPORT PERIOD: AUGUST 2012

ARREST ACTIVITIES

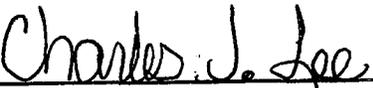
FELONY ARREST	4	MISDEMEANOR ARREST	12
JUVENILE ARREST	3	TRAFFIC ARREST	2
WARRANT ARREST	3		

TRAFFIC ACTIVITIES

ACCIDENT REPORTS	21	TRAFFIC CITATIONS	103
PARKING CITATIONS	5	WARNING CITATIONS	57

INVESTIGATIONS

COMPLAINTS	595
CITY ORDINANCE VIOLATIONS	73



CITY MARSHAL

08/28/2012

CITY OF ARCADIA
POLICE DEPARTMENT
725 N. Brevard Ave.

CHARLES J. LEE
MARSHAL

P.O. BOX 1014
ARCADIA, FL. 34265

CITY CODE ACTIVITIES

MONTH OF

AUGUST 2012

CODE ENFORCEMENT OFFICER CARL MCQUAY

COURTESY NOTICES	42
NOTICE OF VIOLATIONS	6
CODE VIOLATIONS	
ABANDONED VEHICLES	0
COMMERCIAL VEHICLES	0
FENCES	0
HIGH GRASS/OVERGROWN LOTS	36
NUISANCE	1
OCCUPATIONAL LICENSES	0
PARKING VIOLATIONS	0
PERMIT VIOLATIONS	0
TRASH/JUNK/DEBRIS	0
UNSAFE STRUCTURES	0
WATER VIOLATIONS	0
YARD SALES	0
ZONING VIOLATIONS	0
TOTAL CODE VIOLATIONS	37
CODE COMPLAINTS	0
CONTACTS	0
FIELD WORK	48
FOLLOW UP	29
POSTING	0
INVESTIGATIONS	36
MAILING	20
RECORDS	0
CAB INSPECTIONS	0
CAB DRIVER'S PERMITS	3
TITLE COMPANY SEARCHES	7
HEARINGS	0
FINGERPRINTING	2
POSTAGE USED	\$81.60

BOWEN & SON ROOFING, INC.

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



Toll Free (877) GO BOW
Office (863) 385-02
Fax (863) 385-09
www.bowenandson.com
P.O. Box 12
Sebring, FL 33871-12

All Work Guaranteed • Consultant • Design • Inspections

RESIDENTIAL PROPOSAL AND CONTRACT

To: City of Arcadia
PO Drawer 351
Arcadia, FL., 34265

Owners Name: Smith Brown Learning
Job Address: Center two story roof
Architect:
Date of Plans:

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

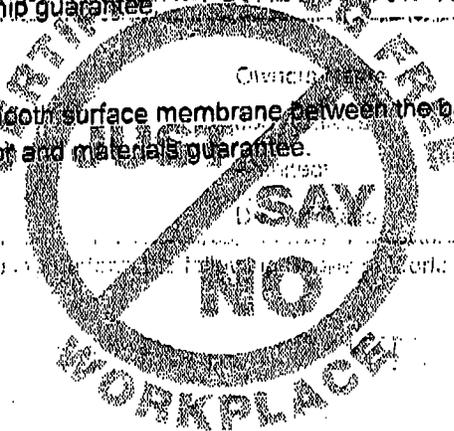
8-28-2012

BOWEN & SON ROOFING, INC.

To: two story recreation building.

1. Remove existing roofing to the deck. Clean up and remove all debris.
 2. One Firestone MB F/G base mechanically attached to the deck. One Firestone APP 80 Granular Cap sheet heat welded to the base sheet.
 3. 24ga. Galvalume Kynar 500 standard color eaves flashings as required to a complete job.
 4. Provide ALL required insurance coverage, Building permit, Manufactures 12 year materials guarantee and Bowen & Son Roofing, Inc., five year workmanship guarantee.
- Contract price \$48,939.00

Alternate proposal: Heat weld one APP 160 smooth surface membrane between the base sheet and the cap sheet. Provide manufactures 20 year Red Shield labor and materials guarantee.
Contract price \$63,214.00



We propose to perform the above work in accordance with the terms and conditions set forth in this proposal for the sum of: AS Above Dollars \$

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

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

ACCEPTANCE

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

ACCEPTED: _____
Customer

BOWEN & SON ROOFING INC.
STATE CERTIFIED #CC C035820

DATE: _____

BY: [Signature]

TERMS AND CONDITIONS

1. Customer agrees to provide reasonable access to roof. It is the Customer's responsibility to locate and mark all septic tanks, dry wells, water lines and drain fields. Contractor will not be responsible for any damage to them if they are located in any place other than indicated by Customer. Contractor shall not be responsible for any cracks or damage to Customer's driveway resulting from the presence of Contractor's trucks. If Customer requests that Contractor's trucks not enter onto Customer's driveway, Customer shall pay additional charges for hauling of materials and debris from the job site to Contractor's trucks.
2. Workers are fully covered by workmen's compensation insurance. Owner to carry property and casualty insurance, including coverage for fire, wind damage and vandalism.
3. This proposal and contract is based upon the work to be performed by Contractor not involving asbestos-containing or other hazardous materials and that such materials will not be encountered or disturbed during the course of performing the roofing work. In the event that such materials are encountered, Contractor shall be entitled to reasonable compensation for all additional expenses incurred as a result of the presence of asbestos-containing or hazardous materials. Any cost incurred for hazardous waste removal will be at Customer's expense.
4. Customer acknowledges that re-roofing of an existing building may cause vibration, disturbance, dust or debris to fall into the interior. Customer agrees to remove or protect property directly below the roof in order to minimize potential interior damage. It is the responsibility of the occupants to secure any breakable items within the house. Contractor shall not be responsible for disturbance, damage, breakage, clean-up, or loss to interior property that Customer did not remove or protect prior to commencement of roofing operations. Customer shall notify tenants of re-roofing and the need to provide protection underneath areas being re-roofed. Customer agrees to hold Contractor harmless from claims of tenants who were not so notified and did not provide protection.
5. Customer shall be entitled to order changes and the contract price adjusted accordingly. Any alteration to or deviation from the specifications stated on the front side of this proposal involving extra costs will be billed as an extra charge. Any carpentry work required to replace rotten or missing wood will be done on a labor and material basis in addition to the contract price.
6. If this proposal references a specific manufacturer's product or color and that product or color becomes unavailable, Contractor shall use a comparable product or like quality material upon notification to Customer.
7. All materials and work shall be furnished in accordance with normal industry tolerances for color, variation, thickness, size, weight, amount, finish, texture and performance standards. Specified quantities are intended to represent an average over the entire roof area.
8. Contractor shall not be liable for damages based upon delay or damages caused by others. Contractor shall not be responsible for loss, damage or delay caused by circumstances beyond its reasonable control, including but not limited to acts of God, weather, accidents, fire, vandalism, regulation, strikes, failure or delay of transportation, shortage of or inability to obtain materials.
9. Contractor is not responsible for indoor air quality, mold, mildew, interior damage or disruption of normal activities. Customer should check ceilings and walls for water-entry and take action promptly to avoid growth of interior mold.
10. Contractor is not responsible for adequacy of drainage or ponding on the roof.
11. Contractor's work will be warranted by Contractor in accordance with its standard warranty, which is incorporated by reference. A copy of Contractor's standard warranty is attached or, if not, will be furnished upon request. Contractor **SHALL NOT BE LIABLE FOR SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES**. The acceptance of this proposal by the Customer signifies his agreement that Contractor's standard written warranty shall be and is the exclusive remedy against Contractor pertaining to the roof installation.
12. If a dispute shall arise between Contractor and Customer with respect to any matters or questions arising out of or relating to this Agreement or an alleged breach thereof, such dispute, other than collection matters, shall be decided by arbitration administered by and in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. This Agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in any Court having jurisdiction thereof.

Jc K 3

Jean-Pierre Lacroix DBA SESCO

1591 SW County Rd 769

Arcadia, FL 34266

Estimate

Date	Estimate #
8/31/2012	WEB000005

Name / Address
City of Arcadia 223 S. Parker Ave. Arcadia, FL 34266

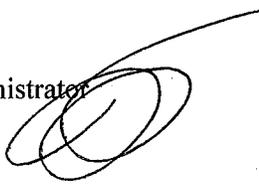
Project

Description	Qty	Rate	Total
Estimate for the Smith and Brown School Center.	0	0.00	0.00
<p>Complete electrical remodel as follows to bring up to code and safety as needed: Replace both panels in gym, add switches for both bathrooms, remove any non-used electrical fixtures, install light fixtures, new receptacles, and light switches throughout the whole gym. Repair any light fixtures that are not working and install a grounding protection system. Also separate circuits for emergency and separate switching circuits to turn off lights with an actual switch.</p> <p>Also prevail for special made plate for the panels to be surface mount.</p> <p>also repair and replace Exit emergency light fixtures.</p> <p>Estimate does not include the replacement of the outside lighting.</p>			
Total		6,998.00	6,998.00
It's been a pleasure working with you!		Total	\$6,998.00



MEMORANDUM

TO: Arcadia City Council

FROM: Judi Jankosky, City Administrator 

DATE: August 30, 2012

SUBJECT: Pending budget adjustment for CDBG engineering services

As mentioned at last Council meeting, preliminary engineering services are required prior to the submission of the CDBG grant. The engineering services are estimated at \$45,000. Council requested staff to analyze the Water and Sewer Renewal and Replacement Fund and the Capital Improvement Fund as possible sources for this expense.

The Water and Sewer Renewal and Replacement Fund has funds in the amount of \$1,408,729 that can be used for water, sewer and associated street repair and replacement.

The Capital Improvement Fund has funds in the amount of \$868,927 but that money has been earmarked as debt service funds for the Triton Meter loan.

Since the CDBG project will be a neighborhood revitalization project for water, sewer and associated street repair and replacement the funds should come from the Water and Sewer Renewal and Replacement fund.