



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

TUESDAY, OCTOBER 7, 2014
6:00 PM

INVOCATION, PLEDGE, CALL TO ORDER AND ROLL CALL

PRESENTATION

1. LAP - Local Agency Program (Mandy Hines – DeSoto County Administrator)
2. Lewanda Polk – 30 Years of Employment (Marshal Anderson)

CONSENT AGENDA

3. City Council Minutes for September 16, 2014 (Penny Delaney – City Clerk)
4. City Council Minutes for September 23, 2014 (Penny Delaney – City Clerk)
5. Air-Cadia Flowage and Hangar Rent Report (Penny Delaney – City Clerk)
6. Request for Special Event Permit – Private Memorial Service (Carl McQuay – City Planner)
7. Request for Special Event Permit – Arcadia Plein Air Paint-Out (Carl McQuay – City Planner)
8. Request for Special Event Permit – Arcadia Heritage Festival (Carl McQuay – City Planner)
9. Request for Special Event Permit – Car Show – Team Arcadia (Carl McQuay – City Planner)

ACTION ITEMS

10. Lease Between City of Arcadia and Smith-Brown Community Foundation (Ashley Coone – Links to Success / Smith Brown Community Foundation)
11. Resolution 2014-12 – Establishing Reasonable Rules and Policies for the City Council and for Comment at City Council Meetings (T.J. Wohl – City Attorney)
12. Mobile Home Park – Approval of Notice of Lot Rental Increase (T.J. Wohl – City Attorney)
13. Minimum Standards and Guidelines for Commercial Services (Gary Frierson and Ronald Watson - Arcadia Airport Advisory Committee)
14. City Administrator Position (Mayor Frierson)
 - a. Out-of-Title Pay
 - b. Define Interim Responsibilities
 - c. Advertisement of Position
15. Personnel Manual (Mayor Frierson)

COMMENTS FROM DEPARTMENTS

16. City Marshal
17. City Attorney
18. Interim City Administrator

PUBLIC (Please limit presentation to five minutes)

MAYOR AND COUNCIL REPORTS

ADJOURN

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

PLEASE TURN OFF OR SILENCE ALL CELL PHONES

PRESENTATION No. 1

PRESENTATION No. 2

Presented to
**Lieutenant
Lewanda Polk**

In appreciation for
30 years
of outstanding service to the
Arcadia Police Department.



10/1/84 ~ 10/1/14

AGENDA No. 3



CITY COUNCIL AGENDA ITEM
Requested Council Meeting Date: October 7, 2014

DEPARTMENT: Administration

SUBJECT: Minutes from September 16, 2014

RECOMMENDED MOTION: Council Approval

SUMMARY:

FISCAL IMPACT: _____
 Capital Budget
 Operating
 Other

ATTACHMENTS: Ordinance Resolution Budget Other

Department Head: Penny Delaney

Date: 10/07/14

Finance Director (As to Budget Requirements)

Date:

City Attorney (As to Form and Legality)

Date:

Interim City Administrator: Beth Carsten

Date:

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

**AGENDA MINUTES
CITY COUNCIL
CITY OF ARCADIA
TUESDAY, SEPTEMBER 16, 2014
6:00 P.M.**

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

INVOCATION& PLEDGE OF ALLEGIANCE

Candace Reid gave the invocation which was followed by the Pledge of Allegiance.

CALL TO ORDER & ROLL CALL

The Mayor called the meeting to order at approximately 6:00 p.m. with the following members and staff present:

Arcadia City Council

Mayor Alice Frierson
Councilmember Keith Keene
Councilmember Robert W. Heine

Deputy Mayor Joseph E. Fink
Councilmember Robert R. Allen

Arcadia City Staff

City Administrator Thomas Slaughter
City Attorney Thomas J. Wohl
City Clerk Penny Delaney

Finance Director Beth Carsten
Marshal Matthew Anderson

OPEN PUBLIC HEARING

Mayor Frierson asked for a motion to open the public hearing. Councilmember Keene made the motion with Deputy Mayor Fink seconding the motion. No discussion followed and it was unanimously, 5/0, approved.

Resolution No. 2014-9; a Resolution adopting the millage rate to be levied by the City of Arcadia, Florida for Fiscal Year 2014-2015

The Finance Director, Beth Carsten, addressed the City Council regarding proceeding to adopt the tentative millage rate. Deputy Mayor Fink stated that it was set at the rollback rate which Council stated would only be used as a last resort because it would give the same amount of money as last year. He advised he had voted against putting it on the trim notice because once it's put in, they would be working off of that figure. With that in mind, he stated he could not vote to raise the millage even to the rollback rate. Councilmember Keene made a motion to approve the millage at the rollback rate and Councilmember Heine seconded the motion. Mayor

Frierson advised that the millage rate would be 8.8195. No discussion followed and it was 4/1, approved with Deputy Mayor Fink casting the dissenting vote. (6:05 p.m.)

Resolution No. 2014-10; a Resolution adopting the tentative budget for the City of Arcadia, Florida for Fiscal Year 2014-2015

Ms. Carsten stated that the numbers in this resolution are based on the budget presented at the last meeting. She advised this would be a total fund budget of \$11,193,822.86. She asked if there were any changes to be made or questions regarding same. Deputy Mayor Fink stated that he thought this would have to be voted on twice, both today and on September 30, 2014. Ms. Carsten agreed that it would be voted on again at the final hearing scheduled for September 30, 2014, at 6:00 p.m. Deputy Mayor Fink stated that he is pleased with the job that staff has put out with developing the budget, but he expressed concerns that they had left too many things unattended that they had stated they would attend to in the past, stating the golf course as an example. Discussion was made regarding the golf course breaking even this year instead of making money. Deputy Mayor Fink stated that once the budget is adopted, it becomes Council's budget and the fiscal security or insecurity falls on Council and for that reason and because he believed many things had not been addressed to his satisfaction, he would not be able to support the budget. Councilmember Keene made a motion to approve the budget revision that was previously distributed in the last meeting and Councilmember Heine seconded the motion and stated that he thought it was a plus that the golf course broke even this year because it hasn't been that way in the past. Ms. Carsten stated that in the City's \$11.1 million budget this year, they will be putting approximately \$1.2 million in reserves between the general fund and the water/sewer fund, and on top of that, they are setting aside \$100,000.00 for capital improvements which will be in contingency and also a \$450,000.00 renew and replace for water and sewer. She stated that together it totaled 1.7 million dollars worth of reserves in essence that they are putting aside which she thought was admirable with an \$11.1 million dollar budget. The Mayor advised there was a motion on the floor. No discussion followed and it was 4/1, approved with Deputy Mayor Fink casting the dissenting vote. (6:29 p.m.)

CLOSE PUBLIC HEARING

OPEN REGULAR CITY COUNCIL MEETING

PRESENTATION

Agenda Item 1 - Retirement of Steven Rowley, July 1979- September 2014

Mayor Frierson presented Steven Rowley with a plaque commemorating thirty-five (35) years of service to the City of Arcadia.

Agenda Item 2 - Overview of Increase in Mobile Homes Rental Rates for Arcadia Municipal Mobile Home Park

Linda Hinson, Manager of the City of Arcadia Mobile Home Park, made a presentation documenting a rental increase proposal. This presentation also included information regarding singlewide spaces vs. doublewide spaces and the reasons for the rental increase which included improvements and maintenance and the revenue which would be generated if the increase was approved by Council. The requested increase was \$10.00 per month. Ralph Ricker, Rose Williams and Carol Anderson addressed Council as residents of the park and expressed some of their concerns. However, they had no objections to the rent increase. Councilmember Keene stated that he would like to direct the City Attorney to put a notice together to be brought back before the Council. He also stated that he thought the narrative provided by Ms. Hinson was a great starting point. The City Attorney advised he would bring back a ninety (90) day notice for approval and if approved, he will work with Ms. Hinson to get the notice out.

CONSENT AGENDA

Agenda Item 3 – City Council Minutes for September 2, 2014

Agenda Item 4 – Request for Special Event Permit – Farmer’s Market

Agenda Item 5 – Request for Special Event Permit – Veteran’s Day Parade

Councilmember Heine made a motion to approve the Consent Agenda and Deputy Mayor Fink seconded the motion. No discussion followed and it was unanimously, 5/0, approved.

ACTION ITEMS

Agenda Item 6 – Resolution 2014-11 Arcadia Municipal Airport – Amending and Restating Resolutions No. 2009-08, 2009-20 and 2013-08

The City Attorney advised this resolution would require the Arcadia Airport Advisory Committee to report to the City Council rather than to the City Administrator. He further advised that it changed the number of committee members from a minimum of three (3) members and a maximum of five (5) members to a minimum of three (3) members and a maximum of seven (7) members. Councilmember Keene stated that he liked the idea of the committee reporting directly to City Council and he didn’t have a problem with the increase of the number of committee members. He asked who the spokesperson of the advisory committee was and the City Attorney advised that they would typically follow Robert’s Rule of Order so typically the chairperson would be their spokesperson, but it is really up to them who they want to have as the spokesperson to come to City Council. The City Administrator suggested the possibility of an ex officio wherein a councilmember may sit in and attend. The City Attorney advised that one of the previous resolutions had a councilmember sitting in, but it was later removed due to the Sunshine Law. He went into a little detail regarding his concerns for same. Councilmember Keene stated that he would not want one of the council members to serve as the ex officio on the committee for the reasons the City Attorney explained.

Greg Smith of P.O. Box 2616, Arcadia, Florida, as a member of the airport advisory board, stated that he thought seven (7) members gave them more diversity and more ideas. He felt there were people who were willing and eager to be on the committee. He stated there were

a lot of things coming up that they need to work on and he felt that more people working on it provided a better product.

Gary Frierson of 1 N. Luther Avenue, Arcadia, Florida, stated that he felt having seven (7) versus five (5) is unnecessary. He stated there were few people who are interested and have the necessary qualifications he felt the Council would like to have on there. He stated that two of the members that have applied are members of one corporation and he didn't know if that would create a Sunshine violation. He also stated that if there are people who are interested, they are welcome to attend the meetings. Councilmember Keene made a motion to have the City Clerk read the Resolution by title only and Deputy Mayor Fink seconded the motion. No discussion followed and it was unanimously, 5/0, approved. The City Clerk read the Resolution by title only. Councilmember Keene asked the City Attorney if he felt he needed to look at the qualifications of the members so there are no issues regarding similar backgrounds, boards or workplaces. The City Attorney stated that was up to Council to regulate the qualifications. He further stated that there may also be an issue with voting if a member of the committee is employed by a company and could benefit from such vote, that individual would be forced to abstain from voting. Councilmember Heine and Deputy Mayor Fink stated that was normal standard procedure. Deputy Mayor Fink made a motion to approve the adoption of the resolution and Councilmember Heine seconded the motion. No discussion followed and it was 4/1 approved with Mayor Frierson casting the dissenting vote.

Agenda Item 7 – Arcadia Airport Advisory Committee Appointments

Mayor Frierson stated that the next item was the appointments of the committee. Deputy Mayor Fink made a motion to approve the three (3) appointments and Councilmember Heine seconded the motion. Mayor Frierson advised the three (3) were Ronald Watson, Ricky Hilton and Buddy Mansfield. Ernie Hewett spoke from the public and stated that if this is approved, there will be two board members, corporate officers, on the committee. He stated he couldn't believe in their corporate meetings that they would not talk about items that would come before the committee to be voted on. He stated it will be a Sunshine violation if they talk outside a meeting that is noticed. He advised if it is found out, ethics charges will be filed. Gary Frierson stated that he would like to meet with the City Attorney after the Council Meeting regarding a quorum and to ensure rules are followed. No discussion followed and it was 4/1 approved with Mayor Frierson casting the dissenting vote.

COMMENTS FROM DEPARTMENTS

14. CITY MARSHAL

Marshal Anderson stated that he had nothing to present to City Council and asked if they had any concerns he could address or answer. Deputy Mayor Fink stated that it had been brought to his attention that on July 20th, he believed, the Charlotte County Sheriff's Office and the Punta Gorda Police Department were using the old housing authority buildings behind the health department for SWAT exercises. He stated that according to the charter, all power of the Marshal comes through ordinance of the Council and no agreement came before Council for the

usage of that area for that particular thing. He was concerned because of the liability involved. He advised when he had talked with Charlotte County Sheriff and Punta Gorda Police Department, he found out that they thought that our insurance was covering this as well. He brought up the issue of toxic elements in the building and wanted to ensure the City was covered, had adequate liability and stated if an agreement needs to be done; it should be authored by the Council and not the Marshal. Marshal Anderson stated other agencies that have come up know that the liabilities they have are on their own agencies. He stated that as far as he knew, Council controls the budget aspect of the Arcadia Police Department, and not that he is trying to supersede Council, but he understood that the day-to day operations fell under his jurisdiction. He addressed the housing authority report which reads that the popcorn ceiling has asbestos, but as long as it's not being torn down, it's dormant. Regarding the lead paint report, individuals going in are made fully aware of it and that is why they are told they can't kick in the doors or destroy it. It's only used for training purposes, not to destroy. The report also reads that the soil around the Housing Authority is actually more dangerous than what is inside the buildings.

Deputy Mayor Fink stated that it is not limited to asbestos and lead paint, but also black mold. He stated that he is bringing it up to Council because he thought it was important that they know what had occurred. Councilmember Heine asked who owns the building and was advised that HUD owned it. Councilmember Keene stated that it seemed to him that since the guys were on the job doing this, then their workman's compensation would pay for any issue that might occur. He stated that he didn't have a problem with the exercises occurring in the buildings. He understood the concerns, but personally didn't have an issue with the property being used for an exercise. Richard Fazzone, who used to head up the Housing Authority, suggested they contact the chairman of the advisory board for the Housing Authority and get the facts. Deputy Mayor Fink stated that he just wanted to bring it to their attention and if they had no concern about it, he suggested they move on. Mayor Frierson stated she had no concern about it and she was glad they did the exercises. She further stated that she would venture to say that half the buildings they go into in this City and County have all those problems. The City Administrator asked if Council would like for staff to look into it regarding ownership, use agreement, and insurance to see what we have and Council concurred. Marshal Anderson advised that they called DeSoto Insurance advised they were covered by the liability insurance wherever they go in the nation to train. Deputy Mayor Fink stated that it was not the City of Arcadia training, but another agency that was training. Marshal Anderson stated that every agency has the same insurance as his department does.

Ernest Hewitt advised that the two-story building next to the water plant, the next one over and the third one were given to the City after Hurricane Charley. He suggested they would need to talk to Mr. Strube, Mr. Holloman or Mr. Galvano to determine how the paperwork went down.

15. CITY ATTORNEY

Regarding the current litigation with former employee, George Santana, the City Attorney advised that the attorney who was hired by the insurance company has requested a shade meeting to discuss strategies in regard to the lawsuit. Mr. Wohl stated that he had

available dates and wanted to see if he could get consensus from Council on when they would be available. He advised it would begin as an open public meeting and then move to the Council, the City Attorney, the City Administrator and the outside litigation attorney into a closed shade meeting. There would be a certified court reporter taking transcripts and upon conclusion of the shade meeting, they would come out and conclude the public meeting and upon conclusion of the litigation, the transcript would be made public. It was agreed that the meeting would be held on Friday, October 10, 2014, at 3:00 p.m. The City Attorney stated that the City Clerk would need to notice the public meeting as a special meeting or shade meeting on the agenda.

16. CITY ADMINISTRATOR

The City Administrator stated that once the audit is received, they will review the high points of it at a short Council Meeting, and discussion was made regarding following up with a possible workshop regarding the audit results.

He also addressed the problems that exist with the local business tax. Mr. Slaughter stated that he had heard a number of complaints from council members and business owners. He advised they currently have an application that requires privileged or private information and he would like to revamp the application so they're not asking for information that technically they don't need. He suggested having Mr. McQuay and his assistant bring to Council how much has been brought in to date at the next Council Meeting. The City Administrator stated that there has been talk about the legislature doing away with the entire program. He advised they will try to put together a citizen's guide with information to be placed on the website. Deputy Mayor Fink stated that maybe the City should follow the County's lead in asking if anything has changed from the previous year and if it has not, the business owner just signs a paper, the license is issued and the business owner pays.

Mr. Slaughter also mentioned that Steve Bauer of the Arcadian has requested to use the Margaret Way Building on October 23, 2014, from 5:00 p.m. – 8:00 p.m. for a candidate forum. Mr. Bauer stated it would be the same setup as the county forum. He advised that on October 16, 2014, from 5:30 p.m. – 7:00 p.m., they will be having another candidate reception which is an informal outdoor bar-be-que and this time they have asked several other civic organizations to come and participate. Regarding the candidate forum, he stated Susan Hoffman would be moderating with prepared questions for the candidates and then they would take questions from the audience. He stated that they had also invited the hospital since the half cent sales tax will be on the agenda for the November election. Discussion was made regarding literature being placed on tables and the rules governing same and the City Attorney stated he would look into it and get back with Council. Councilmember Heine made a motion to let the Arcadian use the building for the candidate forum and Deputy Mayor Fink seconded the motion. No discussion followed and it was unanimously, 5/0, approved.

The City Administrator stated that he would be taking a couple of days off for personal and hopefully squeeze two (2) days of vacation in the next couple of days and through Tuesday of next week and Beth Carsten administratively and Steve Underwood for operations will be in charge.

PUBLIC

Eugene Miraldi of 816 W. Grainger, Arcadia, Florida, stated there are trees over the highway that are dropping limbs and they could kill somebody or wreck vehicles and the City would have a suit. He also mentioned the sidewalks can't be utilized because of the low hanging limbs. Mr. Miraldi also suggested putting in a brick street in the antique district and the money could come from grants. Councilmember Heine stated there are not as many grants as people think there are out there. Mr. Miraldi asked about the street cleaner. Steve Underwood of Public Works stated that it was broke down and they were in the middle of a budget and are having to wait to purchase the part to fix it. Councilmember Keene stated that a downtown improvement plan was in place regarding the intersection on Oak Street, but he couldn't say when it will occur.

MAYOR AND COUNCIL MATTERS

Councilmember Keene also stated that he was excited about the scarecrows that he's seeing downtown and asked Connie Bateman of the Main Street Program to come forward and share a little about it. Mrs. Bateman of 6384 SE CR 760, Arcadia, Florida stated they were kicking off the Farmer's Market on October 24, 2014 at the Tree of Knowledge. She stated they wanted to do something that would increase the foot traffic in downtown Arcadia and something that would be fun and free. She advised Julie and Bobby Fussell were going to donate hay and dump it at the SunTrust parking lot. Main Street Farmers Market is supplying the hay and the interested party(s) would supply all the material for building their scarecrow. She advised they want to mount the scarecrows up and down Main Street on the thirty-nine (39) lampposts to be displayed through Thanksgiving. She advised if they begin to look bad or become an eyesore, they will take them down. Mrs. Bateman stated the Farmers Market will start at 9:00 a.m., but at 10:00 a.m. everyone will come downtown and it's from 10:00 a.m. until 2:00 p.m. or until everyone is done. She advised they have a team that will put them up on Main Street.

ADJOURN

Having no further business at this time, the meeting was adjourned at 8:17 P.M.

ADOPTED THIS ___ DAY OF _____, 2014.

By:

Alice Frierson, Mayor

ATTEST:

Penny Delaney, City Clerk

AGENDA No. 4



CITY COUNCIL AGENDA ITEM
Requested Council Meeting Date: October 7, 2014

DEPARTMENT: Administration
SUBJECT: Minutes from September 23, 2014

RECOMMENDED MOTION: Council Approval

SUMMARY:

FISCAL IMPACT: _____

() Capital Budget
() Operating
() Other

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

Department Head: Penny Delaney Date: 10/07/14

Finance Director (As to Budget Requirements) Date:

City Attorney (As to Form and Legality) Date:

Interim City Administrator: Beth Carsten Date:

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

**AGENDA MINUTES
CITY COUNCIL
CITY OF ARCADIA
TUESDAY, SEPTEMBER 23, 2014
6:00 P.M.**

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

INVOCATION& PLEDGE OF ALLEGIANCE

The City Clerk gave the invocation which was followed by the Pledge of Allegiance.

CALL TO ORDER & ROLL CALL

The Mayor called the meeting to order at approximately 6:00 p.m. with the following members and staff present:

Arcadia City Council

Mayor Alice Frierson
Councilmember Keith Keene
Councilmember Robert W. Heine

Deputy Mayor Joseph E. Fink
Councilmember Robert R. Allen

Arcadia City Staff

City Attorney Thomas J. Wohl
City Clerk Penny Delaney

Finance Director Beth Carsten
Marshal Matthew Anderson

ACTION ITEM

City Administrator Position

Mayor Frierson asked that all comments and questions be kept respectful and civil. She advised that the City Administrator had resigned effective Monday, September 22, 2014. She stated that upon that, in a brief meeting, the City's legal counsel, Finance Director and the Marshal immediately took care of all of City housekeeping business that needed to be taken care of. She advised they did it in a timely, very efficient and very professional manner and for that Council thanks them very much. She said she felt she could speak for the whole Council and say that they wish Mr. Slaughter the very best as he continues on in his endeavors. She asked if any council member or legal counsel had a comment and there were none. Mayor Frierson moved forward by announcing that they have the issue of an Interim City Administrator. Councilmember Heine made a motion that the Finance Director be placed in as interim until after the election and then have the new officers hire a new administrator and Deputy Mayor Fink seconded the motion. The City Attorney clarified the motion by stating that Councilmember Heine's motion was to appoint the Finance Director, Beth Carsten, as the Interim City

Administrator at least through the election and allow whichever members of Council are sitting in December to allow them to go through the process of hiring a permanent City Administrator. Mayor Frierson advised that for the public's information, the City had no bid projects going. She stated that the only thing is the grant in Bridle Path and with the engineer firm, Fred Lewis and Steve Underwood, she felt it would be well taken care of. She felt that the Council would define Ms. Carsten's duties and she thought Ms. Carsten would appreciate that. She stated that she felt Ms. Carsten was quite capable of doing this and she had shown the Mayor that she is a strong leader. Councilmember Keene stated that he concurred with everything that had been said. He stated that Ms. Carsten has the work ethic to carry this out. He agreed with Councilmember Heine to give the new Council the opportunity to work on this since they will be working with the City Administrator. Mayor Frierson advised the public that Shelley Baumann has agreed to give as many hours as she can to assist the Finance Director. The Mayor also stated that she felt that should Ms. Carsten have a problem, she will get in touch with the City's legal counsel. Councilmember Heine stated that they are very fortunate to have the department heads that they have as they are working together to get the jobs done. Mayor Frierson added that they had been with the City long enough that they don't need someone overlooking them on the day-to-day operation of the City. She further added that they are all professionals and deserve Council's thanks. No discussion followed and it was unanimously, 5/0, approved.

ADJOURN

Deputy Mayor Fink made a motion to adjourn and Councilmember Keene seconded the motion. Having no further business at this time, the meeting was adjourned at 6:07 P.M.

ADOPTED THIS ___ DAY OF _____, 2014.

By:

Alice Frierson, Mayor

ATTEST:

Penny Delaney, City Clerk

AGENDA No. 5



CITY COUNCIL AGENDA ITEM
Requested Council Meeting Date: October 7, 2014

DEPARTMENT: Administration

SUBJECT: Air-Cadia Flowage and Hangar Rent Report – August 2014

RECOMMENDED MOTION: Council Approval

SUMMARY:

FISCAL IMPACT: _____
 Capital Budget
 Operating
 Other

ATTACHMENTS: Ordinance Resolution Budget Other

Department Head: Penny Delaney

Date: 10/07/14

Finance Director (As to Budget Requirements)

Date:

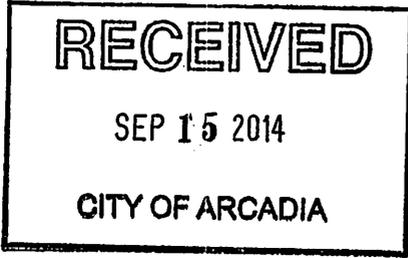
City Attorney (As to Form and Legality)

Date:

Interim City Administrator: Beth Carsten

Date:

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



Air-Cadia

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

FLOWAGE AND HANGER RENT REPORT August 2014

<i>Aviation Fuel</i>	<i>606.2 GALLONS @ \$0.01/ga</i>	<i>\$</i>	<i>6.06</i>
<i>Lubrication oil.....</i>	<i>0.00Gallons.04/gal</i>	<i>\$</i>	<i>.00</i>
<i>Tiedown Fee.....</i>	<i>10.00/50%</i>	<i>\$</i>	<i>5.00</i>
<i>BLDG F...unit 1 and 2.....</i>	<i>650.00/90%</i>	<i>\$</i>	<i>585.00</i>
<i>Bldg F Unit 3.....</i>	<i>433.00/90%</i>	<i>\$</i>	<i>390.00</i>
<i>T-hangers.....</i>	<i>\$4,500.00/90%</i>	<i>\$</i>	<i>4,050.00</i>
<i>Late Fee.....</i>	<i>50.00/90%</i>		<i>45.00</i>
<i>This month 20 of the 20 hangers rented-Building A and B</i>			
<i>3 of the 3 hangers rented-Building F</i>			
<i>Adjustments uncollected- Martell -August</i>			<i>(\$225.00)</i>

Total due City for August 2014 *\$ 4,856.06*

Paid Check # 1083

Air-Cadia Inc.

9/14/2014

Register: Accounts Receivable

From 01/01/2014 through 08/31/2014

Sorted by: Date, Type, Number/Ref

Date	Number	Customer	Memo/Description	Qty	Rate	Charge	Paid	Balance
01/01/2014	2490	Martell				240.75		772.25
01/31/2014	2505	Martell				25.00		797.25
02/01/2014	2521	Martell	<i>Aug</i>			240.75		1,038.00
02/28/2014	2541	Martell				25.00		1,063.00
03/01/2014	2556	Martell				240.75		1,303.75
03/31/2014	2574	Martell	<i>\$240.75</i>			25.00		1,328.75
04/01/2014	2587	Martell	<i>- 15.75 sales tax</i>			240.75		1,569.50
04/30/2014	2605	Martell				25.00		1,594.50
05/01/2014	2617	Martell				240.75		1,835.25
05/29/2014	2656	Martell	<i>\$225.00 Aug</i>			25.00		1,860.25
06/01/2014	2642	Martell	<i>25.00 late fee</i>			240.75		2,101.00
07/01/2014	2684	Martell				240.75		2,341.75
07/01/2014	2698	Martell				25.00		2,366.75
07/31/2014	2700	Martell	<i>\$250.00</i>			25.00		2,391.75
08/01/2014	2711	Martell				240.75		2,632.50
08/31/2014	2727	Martell	<i>x 90% City</i>			25.00		2,657.50

\$225.00 Aug - uncollected

AIR-CADIA INC
2268 SE AC POLK JR DR
ARCADIA, FL 34266

DATE 9-12-14

63-215-631

PAY TO THE ORDER OF

City of Arcadia

\$ 4,856.00/100

Four thousand eight hundred fifty six and 00/100

DOLLARS



ACH RT 061000104

FOR Aug report

R. M. ...

⑈00001083⑈+⑈063102152⑈0115001577352⑈

AGENDA No. 6



CITY COUNCIL AGENDA ITEM
Requested Council Meeting Date: October 7, 2014

DEPARTMENT: Planning and Zoning
SUBJECT: Private Memorial Service

RECOMMENDED MOTION:
Approval

SUMMARY: Mrs. Janie Watson is requesting the use of The Tree of Knowledge Park for the memorial service for Mrs. Cravens son-in-law, Wyvon Taylor, who passed away. The service will be held on October 18, 2014 from 11 am to 12 pm. Mrs. Watson is also requesting the use and setup of chairs. Expected attendance will be around 75 people. No road closure will be necessary.

Fees and code ordinance are subject to change pending City Council approval of new code ordinances.

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

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

Department Head: Carl A. McQuay

Date: 10/07/14

Finance Director (As to Budget Requirements)

Date:

City Attorney (As to Form and Legality)

Date:

City Administrator:

Date:

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

SPECIAL EVENTS

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

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

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- 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

Date

PRINTED Name of Above

Contact Phone #



City of Arcadia
SPECIAL EVENT PERMIT APPLICATION

Date Submitted:
Event Name Memorial Service
Event Location Tree of Knowledge Park
Date(s) of Event 10-18-14 Hours of Event 11AM-12pm
Expected Attendance 75
Event Sponsor Non-Profit? YES
Description of Event PRIVATE Memorial Service for Wyvon Taylor Mrs Cravens son-in-law

Contact Person JANIE WATSON Telephone 990-2215
Fax # Email speckledpap83@aol.com
Insurance Carrier N/A

Insurance Agent Agent's Phone

- 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

Elec?

If Yes, please specify locations:

Other Pertinent Information: chairs set up on pavers facing gazebo
Setup @ 10:30AM Take down @ 12:30pm

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

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

INDEMNIFICATION & HOLD HARMLESS

I, Janie Watson, as _____ of _____
(Printed Name) (Title or Office Held)

_____, 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 memorial service to
(Name of Event)

be held at Tree of Knowledge Pk on 10-18-14.
(Location) (Date)

By: *Janie Watson*
(Signature)
Printed Name: Janie Watson

Entity Name: _____

Its: _____

Date: 10-15-14

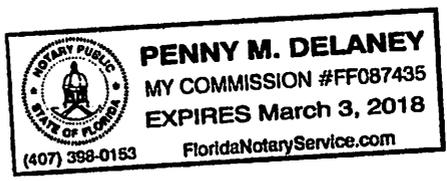
STATE OF FLORIDA

COUNTY OF De Soto

Sworn to and subscribed before me this 15th day of September 2014, by Janie Watson as _____ of _____ who is personally known to me or [] has produced nila as identification.

Penny M. Delaney
NOTARY PUBLIC

(SEAL)



AGENDA No. 7



CITY COUNCIL AGENDA ITEM
Requested Council Meeting Date: October 7, 2014

DEPARTMENT: Planning and Zoning
SUBJECT: Arcadia Plein Air Paint-Out

RECOMMENDED MOTION:
Approval

SUMMARY: Artists will set up their chairs and easels at various places in the downtown area on October 15, 2014. They will be creating painting of Arcadia land marks. Paintings will be framed and displayed at Martin Gallery and prizes will be awarded.

Fees and code ordinance are subject to change pending City Council approval of new code ordinances.

FISCAL IMPACT: _____ Capital Budget
 Operating
 Other

ATTACHMENTS: Ordinance Resolution Budget Other

Department Head: Carl A. McQuay

Date: 10/07/14

Finance Director (As to Budget Requirements)

Date:

City Attorney (As to Form and Legality)

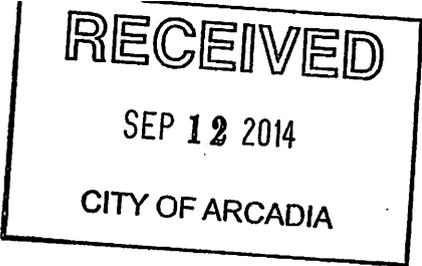
Date:

City Administrator:

Date:

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

1:50
ef



SPECIAL EVENTS

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- | | | |
|----------------------|--------------------|-------------------|
| 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:

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- 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.

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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.

Susan E Hoffman as Vice - Pres.,

9-11-2014

DeSoto Arts and Humanities Council

Signature of Applicant/Event Sponsor

Date

SUSAN E. HOFFMAN, V. PRES.,

941-815-4899

PRINTED Name of Above

Contact Phone #

De SOTO ARTS & HUMANITIES COUNCIL



City of Arcadia
SPECIAL EVENT PERMIT APPLICATION

Date Submitted: 9-11-2014

Event Name ARCADIA PLEIN AIR PAINT-OUT

Event Location Throughout downtown Arcadia

Date(s) of Event NOV. 15, 2014 Hours of Event 8 AM ~ 3 PM

Expected Attendance ~ 25 artists & spectators

Event Sponsor DeSoto Arts & Hum. Council Non-Profit? YES NO

Description of Event Artists will check in, then set up their chairs & easels at various places in downtown, to create paintings of Arcadia's landmarks. Paintings will be found, displayed at Morton Gallery, & prizes awarded.

Contact Person SUSAN E. HOFFMAN Telephone (941) - 815-4899;

Fax # 863-494-3533 Email susan.hoffman@gmail.com 863-703-0373

Insurance Carrier AUTO OWNERS/ DeSOTO INS. AG. 863-494-0300

Insurance Agent PHIL HUNT 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: N/A

Other Pertinent Information: Artists will probably draw a lot of onlookers. DeS. Co. Historical Society will also offer historical tours that day.

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

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

AGENDA No. 8



CITY COUNCIL AGENDA ITEM
Requested Council Meeting Date: October 7, 2014

DEPARTMENT: Planning and Zoning
SUBJECT: Arcadia Heritage Festival

RECOMMENDED MOTION:
Approval

SUMMARY: Arcadia Main Street is requesting to hold The Arcadia Heritage Festival on November 1, 2014 from 9 am to 5 pm. This festival will feature a BBQ contest, a Main Street shootout and an art show. The BBQ contest will take place in the parking lot behind the Tree Of Knowledge. Street closure will be at the intersection of Oak St. and Polk Ave. The hours of this street closure for the shootout will be from 10 am to 11 am. This event is in conjunction with the Farmers Market. Music will also be provided during the festival.

Fees and code ordinance are subject to change pending City Council approval of new code ordinances.

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

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

Department Head: Carl A. McQuay Date: 10/07/14

Finance Director (As to Budget Requirements) Date:

City Attorney (As to Form and Legality) Date:

City Administrator: Tom Slaughter Date:

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

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Walk-a-thons	Parades	Road Races
Tournaments	Pony Rides	Petting Zoos
Concerts	Car Shows	Boat Shows
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- 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.

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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

Date

PRINTED Name of Above

Contact Phone #



8

City of Arcadia SPECIAL EVENT PERMIT APPLICATION

Date Submitted: 9/15/14
 Event Name Arcadia Heritage Festival
 Event Location Oak Street
 Date(s) of Event Nov 1 Hours of Event 9-5
 Expected Attendance 1000
 Event Sponsor Arcadia Main Street Non-Profit? Applied YES NO
 Description of Event BBQ Contest, Shoot Out, Tours
Art Show

Contact Person Pam Ames Telephone (803) 990-7186
 Fax # (803) 994-9974 Email pames@embarqmail.com
 Insurance Carrier CNA
 Insurance Agent Maurry, Donnelly & Pall Agent's Phone 401-685-4625

- | | | |
|--------------------------|---|--|
| Alcoholic Beverages? | <input type="checkbox"/> YES | <input checked="" type="checkbox"/> NO |
| Tents? | <input checked="" type="checkbox"/> YES | <input checked="" type="checkbox"/> NO |
| Cooking? | <input checked="" type="checkbox"/> YES | <input type="checkbox"/> NO |
| Outdoor Music? | <input checked="" type="checkbox"/> YES | <input type="checkbox"/> NO |
| Additional Electric? | <input type="checkbox"/> YES | <input type="checkbox"/> NO |
| Carnival Rides? | <input type="checkbox"/> YES | <input checked="" type="checkbox"/> NO |
| Wildlife? | <input type="checkbox"/> YES | <input checked="" type="checkbox"/> NO |
| Fireworks? | <input type="checkbox"/> YES | <input checked="" type="checkbox"/> NO |
| Signs Displayed? | <input type="checkbox"/> YES | <input type="checkbox"/> NO |
| Set-up/Clean-up by City? | <input checked="" type="checkbox"/> YES | <input type="checkbox"/> NO |
| City Police required? | <input checked="" type="checkbox"/> YES | <input type="checkbox"/> NO |
| Road Closures? | <input checked="" type="checkbox"/> YES | <input type="checkbox"/> NO |

If Yes, please specify locations: Music at the Pavilion, BBQ Contest
in lot behind Tree of Knowledge, Road Closed at intersection
 Other Pertinent Information: of Oak and Polk for Shoot Out - would
like street closed 10-11

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

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

INDEMNIFICATION & HOLD HARMLESS

I, Linda Williams as President of Arcadia Main Street do hereby agree to hold the City of Arcadia, (Club, organization, group, etc)

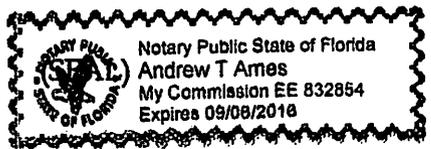
its agents and employees, harmless and indemnify same from any civil actions or claims of any nature made in connection with the event known as the Arcadia Heritage Festival be held at Oak Street on Nov 1, 2014

By: Linda Williams (Signature) Printed Name: Linda Williams Entity Name: Arcadia Main Street Its: _____ Date: _____

STATE OF FLORIDA COUNTY OF DESBORO

Sworn to and subscribed before me this 16 day of SEPT, 2014 by LINDA WILLIAMS, as PRESIDENT of ARCADIA MAIN ST. who is personally known to me or [] has produced N/A as identification.

[Signature]
NOTARY PUBLIC



AGENDA No. 9



CITY COUNCIL AGENDA ITEM
Requested Council Meeting Date: October 7, 2014

DEPARTMENT: Planning and Zoning
SUBJECT: Team Arcadia Car Show

RECOMMENDED MOTION:
Approval

SUMMARY: Team Arcadia is requesting to hold a car show at the corner of Oak Street and Polk Ave. on the following dates: October 18, 2014, November 15, 2014, and December 20, 2014. The event will be held from the hours of 5:00 pm to 9:00 pm.

FISCAL IMPACT: _____ Capital Budget
 Operating
 Other

ATTACHMENTS: Ordinance Resolution Budget Other

Department Head: Carl A. McQuay Date: 10/07/14

Finance Director (As to Budget Requirements) Date:

City Attorney (As to Form and Legality) Date:

City Administrator: Tom Slaughter Date:

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

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Battles of the Bands	Fireworks Displays	Public Gatherings

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- 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.

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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

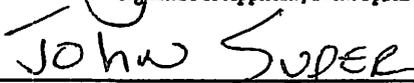
USE OF CITY PERSONNEL - If city personnel are used for set-up or clean-up, or for security, outside of normal work hours, it will be the responsibility of the event sponsor to pay the salary of those personnel for the time they spend on the event.

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

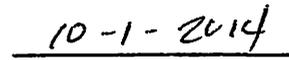
- I have read and agree to abide by the terms and conditions set forth above,
- that I will be designated as the (sole) contact person for the event,
- that I will be responsible for applying for and attaching all required permits and documentation, and
- that I am responsible for any fees which may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



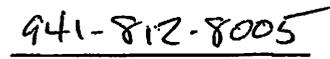
Signature of Applicant/Event Sponsor



PRINTED Name of Above



Date



Contact Phone #



City of Arcadia
SPECIAL EVENT PERMIT APPLICATION

Date Submitted: 10-1-2014
Event Name CAR SHOW
Event Location OAK STREET
Date(s) of Event 10/18 11/15 12/20 Hours of Event 5:00 - 9:00
Expected Attendance
Event Sponsor TEAM ARCADIA Non-Profit? X YES NO
Description of Event CAR SHOW

Contact Person John Super Telephone (41) 812-8005
Fax # Email JSUPER19@GMAIL.COM
Insurance Carrier DESOTO INSURANCE
Insurance Agent Phil Hunt Agent's Phone (800) 329-2242

- 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

Other Pertinent Information:

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

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

INDEMNIFICATION & HOLD HARMLESS

I, John Super, as President of TEAM ARCADIA, do hereby agree to hold the City of Arcadia, 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 _____ to be held at OAK Street on 10/18 11/15 12/20.

By: [Signature]
Printed Name: John Super
Entity Name: Team Arcadia
Its: _____
Date: October 1, 2014

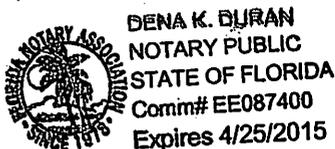
STATE OF FLORIDA

COUNTY OF Desoto

Sworn to and subscribed before me this 1st day of October, 2014, by John Super as President of Team Arcadia, who [] is personally known to me or [X] has produced FLDL# S160-463 as identification.

[Signature]
NOTARY PUBLIC Dena K. Duran

(SEAL)



AGENDA No. 10



CITY COUNCIL AGENDA ITEM
Requested Council Meeting Date: October 7, 2014

DEPARTMENT: Legal

SUBJECT: Commercial Lease between the City of Arcadia and The Smith Brown Community Foundation

RECOMMENDED MOTION: Council Approval

SUMMARY:

FISCAL IMPACT: _____
 Capital Budget
 Operating
 Other

ATTACHMENTS: Ordinance Resolution Budget Other

Department Head: Penny Delaney

Date: 10/07/14

Finance Director (As to Budget Requirements)

Date:

City Attorney (As to Form and Legality)

Date:

Interim City Administrator: Beth Carsten

Date:

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

**CITY OF ARCADIA
COMMERCIAL LEASE
THE SMITH BROWN COMMUNITY FOUNDATION, INC.**

This is an agreement between **CITY OF ARCADIA**, a Florida municipal corporation (herein called "Owner") whose mailing address is 23 N. Polk Avenue, Arcadia, Florida 34266 and **THE SMITH BROWN COMMUNITY FOUNDATION**, a Florida non-profit corporation (herein called "Tenant"), whose mailing address is 128 West Oak Street, Arcadia, Florida 34266.

1. **PROPERTY; LEASE AND DURATION.** Owner hereby leases the property located at _____, Arcadia, Florida, commonly known as the Smith Brown Recreation Center to include the gymnasium, industrial arts building and shared parking lot, (herein "Premises") to Tenant upon the terms and conditions set forth below beginning _____, 2014 and ending _____, 2039, being a term of twenty-five (25) years (the "Initial Term"), unless sooner terminated as hereinafter set forth.

2. **USE.** Tenant shall use the Premises to provide positive direction for young people through youth programs and activities. Tenant will make no unlawful, improper, or offensive use of the Premises.

3. **RENT.** Tenant hereby agrees to pay rent to Owner, at Owner's mailing address as shown above or at such other place as Owner may direct in writing, annual rent of \$1.00, together with any sales or use taxes thereon, in advance.

4. **MAINTENANCE AND REPAIRS.**

A. **Maintenance.** Tenant will be responsible for all reasonable maintenance, repair, and upkeep of the Premises, at Tenant's expense, and shall keep the Premises in good order and repair, except as expressly provided in subparagraph 4B. Tenant shall make such repairs in a timely manner and if Tenant refuses or neglects to make any such repairs within a reasonable period of time after receipt of written notice of need for such repair from Owner, Owner may make such repairs without liability to Tenant for any loss or damage that may occur to Tenant's property or business and Tenant shall pay Owner's costs for making such repairs, including Owner's reasonable administrative costs. Such costs for repairs shall bear interest at the rate of 18% per annum from the tenth day after billing therefore until paid and shall constitute additional rent. Owner reserves the right to enter on the Premises at all reasonable times and upon reasonable prior notice to Tenant to make such repairs.

B. **Lawn Maintenance.** Notwithstanding the terms and conditions of subparagraph 4A, Owner and Tenant acknowledge and agree that Owner shall be responsible for all lawn maintenance and landscaping, at Owner's expense.

5. **ALTERATIONS.** Except as provided in this paragraph 5, Tenant shall make no material additions or alterations in or to the Premises without the written consent of Owner. Tenant shall submit all proposed alterations and building modifications to Owner for review, and absent objection by Owner within twenty (20) days following such submission, Owner shall be deemed to

have consented in writing to such alterations, additions or modifications. Tenant shall be responsible for the cost of all additions and alterations made by Tenant. All alterations and building modifications shall be performed by a licensed and bonded contractor and shall comply with all applicable laws, codes and regulations. Tenant shall protect and reimburse Owner against possible mechanics', laborers' and materialmen's liens upon the Premises.

Within three (3) years from the effective date of this Lease, Owner and Tenant shall, by mutual agreement, identify and determine in writing the alterations Tenant shall perform (herein called the "Alteration Plans and Specifications"). The Alteration Plans and Specifications shall include, but not be limited to:

- i. Number of alterations phases
- ii. Beginning deadline for each alterations phase
- iii. Ending deadline for each alterations phase
- iv. Specifications for the work to be performed during each alterations phase
- v. Minimum budget for each alterations phase

If Owner and Tenant are unable to reach a mutual agreement as to the Alterations Plans and Specifications within three (3) years from the effective date of this Lease, Owner may terminate this Agreement.

6. **EMERGENCY CONTACT.** Tenant shall provide Owner with the name and telephone number of a contact person who shall be on call at all times to respond in case of any emergency.

7. **SIGNAGE.** All exterior signage must conform with all federal, state and local rules, regulations and ordinances. All signage on the property must be approved by Owner as to style, location, content and construction before installation, which approval will not be unreasonably withheld or delayed.

8. **ASSIGNMENT.** Tenant shall not assign this lease or sublet the Premises without the written consent of Owner.

9. **INSURANCE.**

A. **Property Insurance.** Owner shall be responsible, at its expense, for any property insurance coverage.

B. **Contents Coverage.** Tenant shall be solely responsible, at its expense, for any insurance coverage for its personal property, including removable trade fixtures and Tenant's leasehold improvements.

C. **Liability Insurance.** Prior to the earlier of i) Tenant's occupation of the Premises or ii) the commencement of Tenant's alterations to the Premises, Owner shall, at its own expense, maintain a policy or policies of comprehensive general liability insurance with respect to the Premises.

No later than ten (10) days prior to the earlier of i) Tenant's occupation of the Premises or ii) the commencement of Tenant's alterations to the Premises, Tenant shall, at its own expense, maintain a policy or policies of comprehensive general liability insurance with respect to the operations conducted on the leased Premises with the premiums thereon fully paid on or before due date, issued by and binding upon some insurance company approved by Owner, such insurance to afford minimum protection of not less than \$1,000,000 combined single limit coverage of bodily injury, property damage or combination thereof. Owner shall be listed as an additional insured on Tenant's policy or policies of comprehensive general liability insurance and Tenant shall provide Owner with current Certificates of Insurance evidencing Tenant's compliance with this paragraph.

D. Certificate of Insurance. No later than five (5) days prior to the earlier of i) Tenant's occupation of the Premises or ii) the commencement of Tenant's alterations to the Premises, Tenant must furnish a Certificate of Insurance to Owner evidencing the insurance required herein, written or translated in English. From thereon, Tenant will furnish a valid Certificate of Insurance to Owner annually at the address in the "Notices" clause of this Agreement.

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

F. Invalidation or Conflict With Existing Insurance Policies: Tenant shall not do, permit or suffer to be done any act, matter, thing or failure to act in respect to the Premises that will a) invalidate or be in conflict with any insurance policies covering the Premises or any part thereof; or b) increase the rate of insurance on the Premises or any property located therein. If by reason of the failure of Tenant to comply with the provisions of this Lease, the insurance rate shall at any time be higher than it otherwise would be, then Tenant shall reimburse Owner and any other tenants, on demand, for that part of all premiums for any insurance coverage that shall have been charged because of such actions by Tenant.

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

10. INDEMNIFICATION. Tenant shall indemnify Owner and hold Owner harmless for any and all liability, claims, damages, expenses (including attorney's fees and costs for trial or appeal), proceedings and causes of action of every kind and nature arising out of or connected with the use, maintenance, operation or control of the Premises by Tenant, except as may be caused by the Owner's sole negligence.

11. HOLD HARMLESS. Tenant agrees to hold Owner harmless against all claims for bodily injury, sickness, disease, death or personal injury or damage to property or loss of use resulting therefrom, arising out of the lease unless such claims are a result of the Owner's sole

negligence. Tenant agrees to pay on behalf of Owner, and to pay the cost of Owner's legal defense, as may be selected by Owner, for all claims described in this paragraph. Such payment on behalf of Owner shall be in addition to any and all other legal remedies available to Owner and shall not be considered to be Owner's exclusive remedy.

12. UTILITIES.

A. Basic Utilities. Owner shall provide basic utilities for the Premises at Owner's expense. Basic utilities shall include only telephone service, gas, electricity, sewer and water.

B. Other Utilities. Any other utility service or commodity procured or consumed by Tenant shall be paid by Tenant. Owner can, but is not required to, pay for such utilities that Tenant has consumed but not paid for. Any utilities described in this subparagraph 12B consumed by Tenant that Owner pays for shall be considered additional rent hereunder.

13. ENVIRONMENTAL PROTECTION. Tenant will not allow any hazardous substances including without limitation, any and all pollutants, wastes, flammables, explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances and all other materials defined by or regulated under any Environmental Law, including those defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), 42 U.S.C. § 9604 (14), pollutants or contaminants as defined in CERCLA, 42 U.S.C. § 9604 (A) (2), or hazardous waste as defined in the Resources Conservation and Recovery Act ("RCRA"), 42 U.S.C. § 6903 (5), or other similar applicable Federal or State Laws or regulations, to be generated, released, stored, or deposited over, beneath, or on the Premises or on any structures located on the Premises from any source whatsoever.

14. REMOVAL OF PERSONAL PROPERTY UPON TERMINATION. Upon termination of this lease, provided all monies due Owner have been paid, Tenant shall have the right and responsibility to remove all of its personal property, which removal shall be accomplished no later than the termination date. Tenant agrees to repair any damage occasioned by reason of such removal or damage caused by Tenant's occupancy. In the event Tenant fails to remove its personal property or to repair any damage done to the Premises by the termination date, Owner reserves the right to remove, store and/or dispose of all such personal property left, at the risk and expense of Tenant, and to make repairs necessary to restore the Premises, with the cost of such repairs to be paid by Tenant.

15. ABANDONMENT OF PREMISES BY TENANT. In case Tenant shall abandon said Premises, or any part thereof, during the term of this Agreement, Owner may, at its option, without notice, relet said Premises, or any part thereof, on such terms and for such rent as it may deem expedient or proper. Such reletting shall not operate as a waiver of any right whatsoever which Owner would otherwise have to hold Tenant responsible for the rent. In case said Premises, or any part thereof, shall be relet, Owner shall collect that rent and, after paying the expense of such reletting and collections, apply the remainder toward the rent due or to become due from Tenant. Tenant agrees that if Tenant is absent from the Premises for more than 40 days and rent is not current, Tenant has abandoned the Premises and Owner may proceed to protect its right without any further notice to Tenant.

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

Owner:

Tenant:

City Administrator
City of Arcadia
23 N. Polk Avenue
Arcadia, Florida 34266

Notice shall be considered given when deposited with the U.S. Postal Service or commercial carrier, postage prepaid, or when received by the other party if by facsimile. Telephonic notice shall not suffice if written notice is required herein. Each party will be responsible for notifying the other of any change in their address.

17. **DEFAULT.** The occurrence of one or more of the following shall be an event of default by Tenant:

- a. Failure of Tenant to make any payment required by this Lease when due, and the failure continues for three (3) days after written Notice of Default from Owner to Tenant;
- b. An initial failure of Tenant to comply with any obligation imposed upon Tenant by this Lease, other than the obligation to pay money, within thirty (30) days after written Notice of Default from Owner to Tenant. Should the obligation be such that it cannot reasonably be corrected within thirty (30) days, Tenant shall not be in default so long as Tenant is diligently proceeding to comply and the noncompliance does not continue for over ninety (90) days after Notice of Default. A subsequent failure of Tenant to comply with the same obligation shall be a default without any grace period;
- c. Tenant ceases operation of youth programs and activities on the Premises for any consecutive period of sixty (60) days after Tenant's occupancy for such purposes begins;
- d. Proceedings under the Bankruptcy Act for bankruptcy filed by or against Tenant or any guarantor of Tenant's performance hereunder and not dismissed within thirty (30) days after the filing;
- e. An assignment of Tenant's property for the benefit of creditors;
- f. Tenant fails to pay for any alterations, repairs or improvements made by Tenant to the Premises within a reasonable time after being billed for the same;
- g. A receiver, conservator, or similar officer is appointed by a court of competent jurisdiction to take charge of all or a substantial part of Tenant's or any guarantor's property, and the officer is not discharged and possession of the property is not restored within thirty (30) days;
- h. Tenant's interest in the Premises or under this Lease is the subject of a taking or levy under execution, attachment, or other process of law and the action is not canceled or discharged within thirty (30) days after its occurrence;
- i. Tenant defaults under any other lease or agreement with Owner.

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

a. Remove any of Tenant's personal property from the Premises and store the same elsewhere, including storage units owned by Owner, at Tenant's expense without relieving Tenant from any liability or obligation;

b. Make the Premises available to another party without liability to Tenant and without relieving Tenant from any liability or obligation to Owner;

c. Bring an action then or thereafter against Tenant to recover possession of the Premises and the amount of any payment owing by Tenant to Owner as the same is due, becomes due, or accumulates;

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

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

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

g. Exercise any lien rights pursuant to Chapter 83, *Fla. Stat.*;

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

19. **ENTRY BY OWNER.** Tenant shall allow the Owner or Owner's agent to enter the Premises at all reasonable times and upon reasonable notice for the purpose of inspecting or maintaining the Premises or to show it to prospective tenants or purchasers.

20. **PUBLIC FACILITY.** Tenant shall, upon Owner's request, allow such other temporary public use of the Premises as shall be compatible with and not in conflict with Tenant's use thereof so long as such other user shall pay of Tenant's expenses of maintenance, upkeep and utilities of the Premises.

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

22. **CLEANLINESS AND SAFETY.** Tenant agrees to keep the Premises in a clean, safe and sanitary condition, and to abide by all reasonable safety and fire regulations prescribed by Owner,

which are communicated to Tenant in writing. Tenant shall at all times keep and maintain an adequate number of operating charged fire extinguishers in or on the Premises.

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

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

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

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

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

24. **RECORDING.** This Lease may not be recorded without Owner's written approval.

25. **SUCCESSORS AND ASSIGNS.** Except as otherwise provided, the covenants and conditions herein shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

26. **LIABILITY OF OWNER.** Owner shall not be liable for any damages done to Tenant's personal property on or about Premises, nor for any damage arising from acts of negligence of Tenant, Tenant's guests, agents, employees, invitees, licensees, or other individuals, unless such damage is occasioned by the gross negligence of Owner or by failure of Owner to make repairs required under the terms hereof.

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

28. **LICENSES.** Tenant covenants that it, and all entities through which it operates, holds all licenses and permits required for the operation of Tenant's business and shall take no action which could adversely effect Tenant's licensure.

29. **ATTORNEYS' FEES AND COSTS.** In any action brought by either party for the interpretation or enforcement of the obligations of the other party including Owner's right to indemnification, the prevailing party shall be entitled to recover from the losing party all

reasonable attorney's fees, paralegal fees, court and other costs, whether incurred before or during litigation, on appeal, in bankruptcy or in post-judgment collections

30. **TAXES.** Any taxes (including, without limitation, ad valorem real property and tangible taxes and Florida sales or use taxes) on this Lease, the lease payments or the Premises shall be the obligation of Tenant. As to ad valorem real property and tangible taxes, Owner shall provide Tenant with the annual tax bill and Tenant shall pay the full amount of the ad valorem real property and tangible taxes within thirty (30) day from receipt of the tax bill and provide Owner with proof of payment within ten (10) days of payment. Should any taxes not be paid by Tenant, they shall be considered unpaid additional rent and failure to pay said taxes shall be considered a default hereunder.

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

32. **SUBORDINATION.** This Lease Agreement shall be subordinate to the provisions of any existing or future agreement between Owner and its lender or lending institution. This lease and all provisions hereof are also subject and subordinate to the terms and conditions of any declarations and covenants recorded with respect to the subject property.

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

34. **MULTIPLE ORIGINALS.** This agreement is executed in multiple copies, each of which shall be deemed an original.

DATED this ____ day of October, 2014.

Two Witnesses as to Owner:

OWNER: CITY OF ARCADIA

(Printed Name) _____

By: _____
Alice Frierson, Mayor

(Printed Name) _____

ATTEST:

(corporate seal)

Penny Delaney, City Clerk

Two Witnesses as to Tenant

**TENANT: THE SMITH BROWN
COMMUNITY FOUNDATION, INC.**

(Printed Name) _____

By: _____
Richard Bowers, its President

(Printed Name) _____

AGENDA No. 11



CITY COUNCIL AGENDA ITEM
Requested Council Meeting Date: October 7, 2014

DEPARTMENT: Administration

SUBJECT: Resolution 2014-12 – Establishing Reasonable Rules and Policies at City Council Meetings

RECOMMENDED MOTION: Council Approval

SUMMARY: The Resolution of the City Council of the City of Arcadia, Florida, establishing reasonable rules and policies for the City Council and for comment at City Council meetings; providing for severability and providing an effective date.

FISCAL IMPACT: _____
 Capital Budget
 Operating
 Other

ATTACHMENTS: Ordinance Resolution Budget Other

Department Head: Penny Delaney

Date: 10/07/14

Finance Director (As to Budget Requirements)

Date:

City Attorney (As to Form and Legality)

Date:

Interim City Administrator: Beth Carsten

Date:

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

RESOLUTION 2014-12

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
ARCADIA, FLORIDA, ESTABLISHING REASONABLE RULES
AND POLICIES FOR THE CITY COUNCIL AND FOR
COMMENT AT CITY COUNCIL MEETINGS; PROVIDING FOR
SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the City Council (“City Council”) of the City of Arcadia, Florida (the “City”), as the duly elected governing body for the City, holds regularly scheduled public meetings to discuss, review and act upon items of concern which affect the residents of the City; and

WHEREAS, the City Council desires to establish its policy in support of open and participatory government while conducting business in an efficient and orderly manner; and

WHEREAS, in furtherance of those objectives, the City Council desires to express its policy and establish rules of conduct and decorum that will determine how City Council meetings are conducted; and

WHEREAS, the City Council finds adoption of this resolution is in the best interest of the City of Arcadia.

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

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

SECTION 2. RULES AND POLICIES. The following reasonable rules and policies are hereby established for the City Council and for comment at City Council meetings:

A. **Balance of Rights and Decorum.** The City of Arcadia is afforded the means to insure that the public’s right to participate in public meetings is balanced with maintaining decorum during those meetings. The rights of members of the public to express their thoughts will generally prevail over restrictions on public participation.

B. **Citizens to Be Heard Before the City Council.**

1. **Agenda Items.** Public comments will be permitted on agenda items at the time the item is under consideration by the City Council. The remarks of each speaker are limited to three (3) minutes.

2. Public Comment. Public comment on any matter affecting the City or City Council may be made during the Public Comment portion of each public meeting. Citizens may discuss any matter, unless the discussion is not appropriate due to a pending bid protest, the matter involves a quasi-judicial hearing or due process considerations, there are other similar limitations relating to the discussion, or the matter is a scheduled agenda item. The remarks of each speaker are limited to three (3) minutes

The City Council is not required to resolve problems or respond to questions or statements from the public during a City Council meeting. However, the City Council may refer any matter to the City Administrator, or designee, for review and recommendation

C. Addressing the City Council.

1. Once recognized by the Mayor, each person addressing the City Council shall approach the speaker's microphone/podium and shall give the following information in an audible tone of voice for the minutes:

a. Name and whether they reside within the City, a different city (which city) or within an unincorporated area.

b. If requested by the Mayor, the person may be required to state whether the person speaks for a group of persons or a third party, if the person represents an organization, whether the view expressed by the person represents an established policy or position approved by the organization and whether the person is being compensated by the organization.

2. All remarks shall be addressed to the City Council as a body and not to any member thereof nor to any members of the audience. No personal attacks shall be tolerated.

3. Each person is limited to speak once during public comment and once on each agenda item.

4. Speakers should make their comments concise and to the point, and present any data or evidence they wish the City Council to consider. Comments shall be limited to three (3) minutes.

5. Written communications provided to the City Council shall be retained in accordance with the Florida Records Retention Guidelines and the Florida Public Records Law by the City Clerk.

6. The City Clerk shall indicate by a bell, buzzer or voice when the allotted three (3) minute time period has expired.

D. Signs, Placards, Banners. For public safety purposes, no signs or placards mounted on sticks, posts, poles or similar structures shall be allowed in the City Council chambers. Other signs, placards, banners, shall not disrupt meetings or interfere with others' visual rights.

E. Overhead/Visual Displays. The presenting of information through the City audio/visual equipment is an allowable use by City Staff, by applicants during Site Plan Review and quasi-judicial proceedings or other applicable situations, subject to City Council authorization.

F. Decorum - City Council. While the City Council is in session, the members of City Council shall preserve order and decorum and shall not, by conversation or otherwise, delay or interrupt the proceedings nor the peace of the City Council and shall obey all orders of the City Council or its Mayor, except as otherwise provided. Displays of anger, rudeness, ridicule, impatience, lack of respect and personal attacks are strictly prohibited. The Mayor shall preserve strict order and decorum at all meetings.

Every Councilmember desiring to speak shall address the Mayor and, upon recognition by the Mayor, shall confine them self to the question under debate and shall avoid all personalities and inappropriate language.

A Councilmember, once recognized, shall not be interrupted while speaking unless called to order by the Mayor, and unless a point of order is raised by another member or unless the speaker chooses to yield to questions from another member. All members of the City Council shall demonstrate the utmost courtesy to each other, to City employees, members of the public appearing before the City Council and shall refrain at all times from rude and derogatory remarks, reflections as to integrity, abusive comments, and statements as to motives and personalities. Councilmembers shall confine their remarks to the issues before the City Council.

Cellular telephones and audible pagers shall be silenced or turned off while the City Council meeting is in order. Text messages and internet usage shall not be permitted.

G. Decorum - Public. The Mayor shall preserve decorum and order and decide all questions of order, subject to City Council appeal.

1. The public shall be respectful of others' opinions and refrain from profanity, rude or belligerent remarks and personal attacks directed toward individual members of City Council, members of the audience or City staff. Any person who becomes disorderly, animated, boisterous or disrespectful of the City Council, its individual members, City staff, or other members of the audience or who fails to confine remarks to the identified subject or business at hand shall be cautioned by the Mayor and given the opportunity to conclude remarks on the subject in a decorous manner and within the designated time limit. Any person failing to comply as cautioned may be barred from making any additional comments during the meeting by the Mayor, unless

permission to continue or again address the City Council is granted by the majority of the Councilmembers present.

2. If the Mayor or the City Council declares an individual out of order, he or she may be requested to relinquish the podium. If the person does not do so, he or she may be subject to removal from the City Council chambers or other meeting room.

3. Clapping, applauding, heckling or verbal outburst in support of or in opposition to a speaker or his or her remarks is discouraged.

4. Cellular telephones and audible pagers shall be silenced or turned off while the City Council meeting is in order.

5. Persons exiting the City Council chambers shall do so quietly.

SECTION 3. WAIVER OF RULES. The City Council may, at any time, waive all or a portion of these rules of procedure during the course of a meeting. Provided, however, that any such waiver shall only be done upon a motion and majority approval of the wavier by members of the City Council present and voting. Such waivers shall only be granted to insure the protection of the right of members of the public to be given a reasonable opportunity to be heard before the City Council takes official action on a proposition.

SECTION 4. SEVERABILITY. If any provision of this Resolution is declared by any court of competent jurisdiction to be void, unconstitutional or unenforceable, then all remaining provisions and portions of this Resolution shall remain in full force and effect.

SECTION 5. EFFECTIVE DATE. This Resolution shall take effect immediately upon its passage.

PASSED BY THE CITY COUNCIL OF THE CITY OF ARCADIA, FLORIDA,
in regular session this ____ day of _____, 2014.

ATTEST:

CITY OF ARCADIA, FLORIDA

Penny Delaney, City Clerk

Alice Frierson, Mayor

APPROVED AS TO FORM:

Thomas J. Wohl, City Attorney

AGENDA No. 12



CITY COUNCIL AGENDA ITEM
Requested Council Meeting Date: October 7, 2014

DEPARTMENT: Legal

SUBJECT: Mobile Home Park – Approval of Notice of Lot Rental Increase

RECOMMENDED MOTION: Council Approval

SUMMARY: Ten and 00/100 Dollars (\$10.00) increase in lot rentals.

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

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

Department Head: Steve Underwood

Date: 10/07/14

Finance Director (As to Budget Requirements)

Date:

City Attorney (As to Form and Legality)

Date:

Interim City Administrator: Beth Carsten

Date:

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

90-DAYS NOTICE OF LOT RENTAL AMOUNT INCREASE

TO: Home Owners of Arcadia Mobile Home Park
Board of Directors of City Mobile Home Park Association, Inc.

FROM: City of Arcadia, Florida.

DATE: October __, 2014

RE: Increase in Lot Rental Amount for Arcadia Mobile Home Park.

Pursuant to Section 723.037, Florida Statutes, and Rule 61B-32.002, Florida Administrative Code (FAC), this serves as a 90-day notice of a lot rental amount increase for Arcadia Mobile Home Park. The lot rental amount increase will be effective January 31, 2015. On that date, the lot rental amount will increase as follows:

	<u>Current Lot Rental Amount</u>	<u>Amount of Increase</u>	<u>New Lot Rental Amount</u>
Base Rent	\$165.00/mo.	\$10.00/month	\$175.00/mo.

The following homeowners are receiving notices of lot rental amount increases:

Homeowners with lots situated on the North side of Maine Street

If you wish to determine the names and addresses of the individuals who will be receiving notices of lot rental amount increases in addition to you, the park office shall make the names and addresses available upon request.

The Board of Directors of City Mobile Home Park Association, Inc. has also been sent a copy of this notice.

90-DAYS NOTICE OF LOT RENTAL AMOUNT INCREASE

TO: Home Owners of Arcadia Mobile Home Park
Board of Directors of City Mobile Home Park Association, Inc.

FROM: City of Arcadia, Florida.

DATE: October __, 2014

RE: Increase in Lot Rental Amount for Arcadia Mobile Home Park.

Pursuant to Section 723.037, Florida Statutes, and Rule 61B-32.002, Florida Administrative Code (FAC), this serves as a 90-day notice of a lot rental amount increase for Arcadia Mobile Home Park. The lot rental amount increase will be effective January 31, 2015. On that date, the lot rental amount will increase as follows:

	<u>Current Lot Rental Amount</u>	<u>Amount of Increase</u>	<u>New Lot Rental Amount</u>
Base Rent	\$171.00/mo.	\$10.00/month	\$181.00/mo.

The following homeowners are receiving notices of lot rental amount increases:

Homeowners with lots situated on the South side of Maine Street

If you wish to determine the names and addresses of the individuals who will be receiving notices of lot rental amount increases in addition to you, the park office shall make the names and addresses available upon request.

The Board of Directors of City Mobile Home Park Association, Inc. has also been sent a copy of this notice.

AGENDA No. 13



CITY COUNCIL AGENDA ITEM
Requested Council Meeting Date: October 7, 2014

DEPARTMENT: Administration

SUBJECT: Minimum Standards and Guidelines for Commercial Services (Arcadia Airport Advisory Committee)

RECOMMENDED MOTION: Council Approval

SUMMARY: The Minimum Standards and Guidelines for Commercial Services have been reviewed by the FAA and it was returned to the Arcadia Airport Advisory Committee with no required changes.

FISCAL IMPACT: _____ Capital Budget
 Operating
 Other

ATTACHMENTS: Ordinance Resolution Budget Other

Department Head: _____ Date: _____

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

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

Interim City Administrator: Beth Carsten _____ Date: 10/07/14

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



U.S. Department
of Transportation
**Federal Aviation
Administration**

May 22 2014

Mr. Tom Slaughter
Interim City Administrator
City of Arcadia
P.O. Drawer 351
Arcadia, Florida 34265

Dear Mr. Slaughter,

RE: Arcadia Municipal Airport (X06); Arcadia, Florida
Minimum Standards

This responds to your recent submittal of the proposed minimum standards for Arcadia Municipal Airport. The Federal Aviation Administration (FAA) does not approve minimum standards for airports. However, we have reviewed the minimum standards in accordance with FAA Order 5190.6B, the FAA Airport Compliance Manual, and FAA Advisory Circular 150/5190-7, Minimum Standards for Commercial Aeronautical Activities, and the minimum standards appear consistent with FAA guidance. Therefore, we interpose no objection to the adoption of these minimum standards, provided they are reasonable and attainable at your airport.

This letter should not be construed FAA endorsement of the minimum standards. In addition, if an airport user were to file a Part 13 or Part 16 complaint regarding this issue, the FAA would be obligated to investigate. The FAA would opine on the reasonableness of the standards at that time.

Sincerely,

Original Signed By:

Rebecca R. Henry
Acting Manager

Orlando Airports District Office
5950 Hazeltine National Dr., Suite 400
Orlando, FL 32822-5024
Phone: 407-812-6331

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Approved by the

ARCADIA AIRPORT ADVISORY COMMITTEE

2/6/2014
for presentation to the

ARCADIA CITY COUNCIL

→ Final

MINIMUM STANDARDS AND GUIDELINES FOR COMMERCIAL SERVICES

SECTION 1 - BACKGROUND AND POLICY

Arcadia Municipal Airport Minimum Standards Project

The Minimum Standards project was initiated to provide the threshold entry requirements (qualifications, levels of service, facilities, insurance) for those wishing to provide aeronautical services to the public and to insure that those who have undertaken to provide commodities and services as approved are not exposed to unfair or irresponsible competition. Minimum Standards have been in place at many airports nationwide and are supported by the FAA (see next section) and both of the national airport management associations (AAAE and ACI). Our new Minimum Standards were developed taking into consideration the aviation role of the Arcadia Municipal Airport, facilities that currently exist at the Airport, services currently being offered at the Airport, and the future development and aviation services planned for the Airport. These Minimum Standards and Guidelines contain the minimum levels of service, facilities, staffing, insurance, and environmental compliance that must be met by the prospective service provider. The uniform application of these standards relates primarily to the public interest by discouraging substandard entrepreneurs and mandating insurance coverage levels, thereby protecting the Airport, airport patrons and established aeronautical activities.

FAA Position on Minimum Standards

The FAA strongly encourages, but does not require, an airport sponsor to develop and implement a minimum standards program. The following FAA directives and industry publications deal with the intertwined issues of minimum standards, exclusive rights at airports and airport compliance. These documents are available at the Airport Office.

FAA & NATA Directives on Minimum Standards

1. USDOT FAA ADVISOR CIRCULAR 150/5190-6 MINIMUM STANDARDS FOR COMMERCIAL AERONAUTICAL ACTIVITIES
1. USDOT FAA ADVISOR CIRCULAR 150/5190-7 MINIMUM STANDARDS FOR COMMERCIAL AERONAUTICAL ACTIVITIES.
1. NATA AIRPORT SPONSORS GUIDE TO MINIMUM STANDARDS AND AIRPORT RULES AND REGULATIONS 2009

Overview of Arcadia Municipal Airport Minimum Standards and Guidelines for Commercial Services

Commercial services include both aeronautical and non-aeronautical providers. This first effort to develop minimum standards is focused on aeronautical service providers such as FBOs and SASOs. Non- aeronautical services (restaurants, taxi cabs, etc.) will be addressed at a future time. Aeronautical service providers were broken down as FBOs and Specialized Aeronautical Service Operators (SASO) and Independent providers. In each category and sub-category the services and requirements have been listed. As an example, a General Aviation FBO would provide avgas, tie downs, pilot supplies, etc. This business would need to provide certain facilities, personnel, equipment and hours of service. Specific types and amounts of insurance are also delineated.

The types of service providers include:

Fixed Base Operators

Terminal building and facilities, fuel, tie down, transit parking

SASOs

Aircraft Maintenance and Repair

Aircraft Rental

Flight Instruction

Specialty Services

Aircraft Sales

Air Taxi/Charter

Flying Club

Independent Providers

Mechanic

Flight Instructor

Minimum Standards Requirements

Service to be provided

Land and Facilities

Personnel

Equipment

Hours of Service

Insurance

Application to Provide Commercial Service

If an individual or firm desires to provide commercial services at the Airport they will be provided with a copy of the Minimum Standards, which include definitions, the application process for a prospective business and the Airport's criteria for approving the application. (Commercial service means any trade, commerce or business involving the exchange of goods, property or services of any kind. This includes an independent mechanic who offers repair or inspection services on the Airport). Each business will be required to be properly registered with the state and submit applicable reports and tax revenues accordingly.

Minimum Standards Policy on Fuel Sales

An example of Minimum Standards would be in the sale of aviation fuel. Fuel sales of avgas and jet fuel are restricted to FBOs. The rationale for this policy is to ensure that the businesses given the authorization to sell fuel also provide services to the Airport and its aviation users and invest in the Airport infrastructure (example: a fuel farm). Fuel dealers also must meet numerous FAA, fire code, building code, equipment and training standards.

Minimum Standards Policy on Independent Mechanics

Another example of minimum standards could be in mechanical repairs and inspections. An individual desiring to provide these commercial services needs to meet the FAA licensing and currency requirements, have the appropriate tools and technical manuals, be properly registered with the state and meet minimum insurance requirements. The specific services, service areas and environmental (hazmat) plan would also need to be reviewed and approved. The effect of these minimum standards is to require off-airport mechanics and IA's to demonstrate that they are qualified to provide aviation mechanical services, that they are properly licensed to conduct business in this state, have an acceptable environmental plan and have met the City Risk Manager's requirements for insurance.

Severability Clause

If one (1) or more clauses, or provisions of these Minimum Standards shall be held to be unlawful, invalid, or unenforceable by final judgment of any court of competent jurisdiction, the invalidity of such clauses, sections, or provisions shall not in any way affect any other clauses, sections, or provisions of these Minimum Standards.

Conflicts with Existing Agreements

These Minimum Standards are not retroactive. They do not affect the current term of any written Agreement property executed prior to the date of adoption and approval of these same Minimum Standards; unless any such written Agreement shall provide for changes in the Airport's Minimum Standards, in which case these Minimum Standards shall be effective consistent with such written Agreement. In any event, upon expiration of an existing Agreement with the City, or if the Operator desires to materially increase or expand its Activities, Operator shall then comply with the provisions of these Minimum Standards.

SECTION 2 - DEFINITIONS

Aeronautical Activity - means any activity commonly conducted at airports which involves, makes possible or is required for the operation of aircraft, or which contributes to or is required for the safety of such operations. These activities include, but are not limited to, air taxi and charter operations, air cargo, pilot training, aircraft renting, sightseeing, aerial photography, crop dusting, aerial advertising, aerial surveying, air carrier operations, skydiving, ultra light operations, aircraft sales and services, sale of aviation petroleum products, repair and maintenance of aircraft, or sale of air- craft parts, and aircraft storage.

Aeronautical Service means any service which involves, makes possible or is required for the operation of aircraft, or which contributes to or is required for the safety of aircraft operations commonly conducted on the airport by a person who has a lease or permit from the airport owner to provide such service, such as maintenance, storage, ground and flight instruction, etc.

Non-Aeronautical Service - means any service commonly conducted at an airport which provides service or products which are not associated with aviation. These activities include restaurants, mobile catering & food service, espresso/sandwich service, taxi service, car rental, and mobile service vans.

Airport means the Arcadia Municipal Airport, and all of the property, buildings, facilities and improvements within the property boundaries of such airport as it now exists on the Airport Master Plan or Exhibit A or as it may hereinafter be extended, enlarged or modified.

Airside means the runways, taxiways, ramps, aprons, buildings, and facilities inside the security fence.

Commercial Service or Activity means any trade, commerce or business involving the exchange of goods, property or services of any kind.

FAA means the Federal Aviation Administration. **FAR** means Federal Aviation Regulations.

FBO means a Fixed Base Operator duly licensed and authorized by written agreement with the airport owner to provide fuel, oil, paved ramp area for aircraft parking and tie down services and one or more aeronautical services at the airport under compliance with such agreement and pursuant to these regulations and standards. By definition an FBO has a "fixed base" of operations, i.e. an office, terminal facility, hangar or shop on the airport (minimum 6,000 s.f), approved for commercial operations.

Flying Club means a non-commercial organization established to promote flying, develop skills in aeronautics, including pilotage, navigation, and awareness and appreciation of aviation requirements and techniques. See the Airport Rules and Regulations for requirements.

Fuel means aviation gasoline, automotive fuel, diesel or jet fuel.

Independent Flight Instructor means a single individual, working alone without employees or partners, who provides a commercial service as a flight instructor.

Independent Mechanic means a single individual, working alone without employees or partners, who provides a commercial service in the maintenance and repair of aircraft and/or aeronautical components.

Landside means all buildings and surfaces on the airport used by surface vehicular and pedestrian traffic which are located outside the airside security fence.

Minimum Standards means the standards which are established by the airport owner as the minimum requirements to be met as a condition for the right to conduct an aeronautical activity or provide a commercial service on the airport.

Person means an individual, corporation, government or governmental subdivision, partnership, association, or any other legal entity or leased from others and operated by such person. See Airport Rules and Regulations for requirements and procedure.

Specialized Aviation Service Operator ("SASO") A Commercial aviation Operator that provides Aeronautical Activities. These may include one or a combination of the following:

- A. Airframe and/or Power Plant Repair and Maintenance
- B. Aircraft Rental/Flying Club/Parachute Club
- C. Flight Training
- D. Aircraft Charter/Air Taxi
- E. Avionics, Instrument, or Propeller Repair
- F. Aircraft Sales

SECTION 3 - MINIMUM STANDARDS FOR ALL FBOs and SASOs

A. The following minimum standards shall apply to all prospective aeronautical service providers wishing to become a FBO or SASO at the Airport:

1. The applicant shall agree to a lease for a term to be mutually agreed upon between the parties with due consideration for the applicant's financial investment and the need to amortize improvements to the leasehold. The lease will include appropriate office, hangar or shop space for the proposed services and may be with the Airport or with a tenant on the Airport. The applicant must obtain the Airport Manager's approval prior to beginning commercial operations, regardless of whether the lease is with the Airport or an existing FBO or SASO at the Airport.
2. A person shall have such business background and shall have demonstrated his business capability to the satisfaction and in such manner as to meet with the approval of the Airport Manager.
3. Demonstrate adequate resources to realize the proposed business objectives. This includes tools and FAA manuals, documentation and updates for the proposed business.
4. The prospective FBO or SASO shall lease or otherwise have adequate access to an appropriate amount of building and land space for the proposed service, including adequate floor space for hangar, shop, office, customer lounge and rest rooms, which shall be properly heated and lighted, and shall provide public telephone facilities for customer use. A Certificate of Occupancy must be obtained prior to beginning commercial operations.
5. The prospective FBO or SASO shall have the premises open and services available appropriate hours and

days a week, and shall make provision for someone to be in attendance in the office or available at all times during the required operating hours.

6. The prospective FBO or SASO shall demonstrate its ability to acquire insurance coverage as stipulated in Appendix A. An FBO or SASO should make its own analysis to determine if more is needed. Higher coverage limits may be appropriate for some operations. Insurance coverage will be reviewed by the City of Arcadia Airport Manager as applications are received. The Airport Manager may require different coverage based on review of the proposed business and the background of the applicants.

7. The prospective FBO or SASO shall possess a valid State of Florida Tax ID Number, collect appropriate sales tax on revenue, file tax reports with the Department of Revenue and IRS and make all appropriate tax payments required by law.

8. Additional specific requirements for individual types of FBO or SASO businesses are listed in APPENDIX A

B. Demonstration of intent to conduct a business operation at the Airport shall be by application to the City of Arcadia Airport Manager. The written application shall contain at the minimum:

1. The proposed name and nature of the business, including intended services.

2. The names, addresses and phone numbers of all individuals who would be owners, partners or managers of the business. Copies of current FAA licenses and certificates which would be required for the proposed business.

3. A current financial statement for the business or owners. Certification by a Certified Public Accountant may be required.

4. A listing of assets owned, or being purchased, or leased which will be used in the business on the Airport.

5. A credit report on the business itself covering all geographical areas in which it has done business in the five-year period immediately prior to such application.

6. A list of employers or work history providing information covering last five years.

7. Preliminary plans, specifications and dates for any improvements which the applicant intends to make on the Airport for the proposed business. Applicant must comply with County building code, fire code, and permit requirements. Building permit applications will require the approval of the Airport Manager prior to submission to the County Department of Planning and Development Services.

8. An operations plan providing summary of intended use of airport facilities, including proposed environmental compliance plan.

9. Evidence of ability to acquire required insurance coverage. Such policies shall not be for less than the amounts listed at APPENDIX A.

10. A financial and technical business plan forecasting business development and demonstrating finances necessary to conduct the proposed operation and the capability to meet FAA requirements for the proposed service.

11. Such other information as the Airport Manager may reasonably require.

C. All applications will be reviewed and acted upon by the Airport Staff within 30 days from the receipt of the complete written application. Applications may be denied for one or more of the following

reasons:

1. The applicant does not meet qualifications, standards and requirements established by these Minimum Standards Guidelines.
2. The applicant's proposed operations or construction will create a safety or environmental hazard on the Airport.
3. The granting of the application will require the expenditure of airport funds, labor or materials on the facilities described in or related to the application, or the operation could have a negative impact on the Airport's financial operations.
4. There is no appropriate or adequate available space or building on the Airport to accommodate the activity of the applicant.
5. The proposed operation, airport development or construction does not comply with the approved Master Plan or Airport Layout Plan.
6. The development or use of the area requested will result in a congestion of aircraft or buildings, or will result in unduly interfering with the operations of any present tenant, such as problems in aircraft traffic or service, vehicular access and egress, or noise to existing tenants.
7. Any party applying, or interested in the business, has supplied false information, or has misrepresented any material fact in the application or in supporting documents, or has failed to make full disclosure on the application.
8. Any party applying, or having an interest in the business, has a record of violating the rules, regulations or minimum standards of the Airport or any other airport, the Federal Aviation Regulations, the City of Arcadia or Desoto County codes, or local health regulations.
9. Any party applying, or having an interest in the business, has defaulted in the performance of any lease or other agreement with the City of Arcadia or any lease or other agreement with another airport or entity.
10. Any party applying, or having an interest in the business is not sufficiently credit worthy and responsible in the judgment of the Airport Manager to provide and maintain the proposed business and to promptly pay amounts due under the lease.
11. The applicant does not have the finances necessary to conduct the proposed operation.
12. The applicant has committed any crime, or violated any ordinance, rule or regulation, which adversely reflects on its ability to conduct the proposed operation.
13. The proposed business does not meet the local, state, and federal requirements for environmental compliance.
14. The proposed construction would detract from the physical appearance of the airport, is of low quality or lacks durability.

SECTION 4 - MINIMUM STANDARDS FOR INDEPENDENT MECHANICS AND FLIGHT INSTRUCTORS

A. The following minimum standards shall apply to all prospective Specialized Aviation Service Operators wishing to offer their services for compensation as an Independent Mechanic or Independent Flight Instructor at the Airport.

1. The applicant shall obtain an Independent Specialized Aviation Service Operator (“SASO”) Authorization from the Airport Manager.
2. The applicant shall have such technical background and shall have demonstrated their technical capability to the satisfaction and in such manner as to meet with the approval of the Airport Manager. This includes appropriate FAA certifications and stable work history. (Note: FAA certifications alone, without significant documented work history, will not meet this requirement.)
3. Demonstrate adequate resources to realize the proposed business objectives. This includes finances, tools, FAA manuals and documentation for the proposed business.
4. Provide a communications plan which allows customers to make contact within a reasonable time frame.
5. The applicant shall demonstrate his ability to acquire insurance coverage as stipulated in APPENDIX A. An applicant should make his own analysis to determine if more is needed. Higher coverage limits may be appropriate for some operations. Insurance coverage will be reviewed by the City of Arcadia Airport Manager as applications are received. The Airport Manager may require different coverage based on review of the proposed business and the background of the applicants.
6. The applicant shall possess a valid State of Florida Tax ID Number, collect appropriate sales tax on revenue, file tax reports with the Department of Revenue and IRS and make all appropriate tax payments required by law.
7. Additional specific requirements for Independent Mechanics and Independent Flight Instructors are listed in APPENDIX A.

B. Demonstration of intent to conduct a business operation at the Airport shall be by application to the City of Arcadia Airport Manager. The written application shall contain at the minimum:

1. The proposed name and nature of the business, including intended services.
2. The name of the person making the application. Copies of current FAA licenses, certificates, and currency records which would be required for the proposed business.
3. A current financial statement for the business owner.
4. A listing of assets owned, or being purchased, or leased which will be used in the business on the Airport.
5. A current credit report.
6. A list of employers or work history providing information covering last five years.
7. An operations plan providing summary of intended use of airport facilities, including proposed environmental compliance plan.
8. Evidence of ability to acquire required insurance coverage. Such policies shall not be for less than the amounts listed at APPENDIX A
9. An operations and technical business plan forecasting business development and demonstrating the capability to meet FAA requirements for the proposed service. Independent mechanics will be required to present a plan for obtaining appropriate FAA documentation (manuals, AD’s, up- dates etc.) for the work they intend to perform.
10. Such other information as the Airport Manager may reasonably require.

C. All applications will be reviewed and acted upon by the Airport within 30 days from the receipt of the complete written application. Applications may be denied for one or more of the following reasons:

1. The applicant does not meet qualifications, standards and requirements established by these minimum standards.
2. The applicant's proposed operations will create a safety or environmental hazard on the Airport.
3. The granting of the application will require the expenditure of airport funds, labor or materials on the facilities described in or related to the application, or the operation could have a negative impact on the Airport's financial operations.
4. There is no appropriate or adequate available space or building on the Airport to accommodate the activity of the applicant.
5. The proposed operation does not comply with the approved Master Plan and Airport Layout Plan.
6. The applicant has supplied false information, or has misrepresented any material fact in the application or in supporting documents, or has failed to make full disclosure on the application.
7. The applicant has a record of violating the rules, regulations or minimum standards of the Airport or any other airport, the Federal Aviation Regulations, the Code, or local health regulations.
8. The applicant has defaulted in the performance of any lease or other agreement with the City of Arcadia or any lease or other agreement with another airport or entity.
9. The applicant is not sufficiently credit worthy and responsible in the judgment of the Airport Manager to provide and maintain the proposed business.
10. The applicant does not have the finances necessary to conduct the proposed operation.
11. The applicant has committed any crime, or violated any ordinance, rule or regulation, which adversely reflects on its ability to conduct the proposed operation applied for.
12. The proposed business does not meet the local, state, and federal requirements for environmental compliance.

SECTION 5 - APPEAL PROCESS

Individuals who feel they have been unfairly treated by this process or by interpretations or decisions by the Airport Manager may submit a written request for review to the Arcadia City Administrator, who will make a final determination.

APPENDIX A

	FBO	SASO						INDEPENDENT		
	FBO General Aviation	Aircraft Maint. and Repair	Aircraft Rental	Flight Instruction	Specialty Service	Aircraft Sales	Air Taxi and/or Charter	Flying Club	Independent Mechanic	Independent Flight Inst.
SERVICES:	Fuel, Transient Parking, Overnight and Monthly Tie down Ramp Services as needed and any SASO service they choose to provide	Airframe, Power Plant or Accessory Repair	Aircraft Check out and Rental	Ground School and/or Flight Instruction for Private or other ratings	Avionics and Instrument Rep. Propeller Serv. Refurbishment (Paint and Interior) Modifications, Pilot Shop, Parts, Etc.	GA Aircraft Sales	Air Taxi or Charter	Club flying only no revenue flights See Airport rules and regulations	Mobile Airframe, Power plant or Accessory Maintenance and inspection	Flight instruction
LAND:	10 Rope Tie downs on pavement or concrete 50,000 S.F. Paved Ramp Area auto parking	3:1 Land to Building, Auto Parking, plus 3 Tie downs	3:1 Land to Building, Auto Parking, plus 2 Tie downs	3:1 Land to Building, Auto Parking 1 Tie downs	3:1 Land to Building, Auto Parking	3:1 Land to Building, Auto Parking, plus 5 Tie downs	3:1 Land to Building, Auto Parking 1 Tie down	Hanger or Tie downs for each Aircraft		
FACILITIES:	6,000 S.F. Hanger 2 90 S.F. Office Area 800 S.F Terminal all s.f. is minimum s.f.	90 SF office 2000 SF Hanger s.f. is minimum	90 SF office Pilot Lounge S.F. is minimum	90 SF office S.F. is minimum	AS required	90 SF office S.F. is minimum	Terminal Agreement with Airport			
PERSONNEL:	1 receptionist / fuel person CAN BE SAME PERSON	1 Mechanic	flight instructor	flight instructor	AS required		AS required by FAA		1 mechanic	flight instructor
EQUIPMENT:	100 LL Fuel Farm		1 Aircraft	1 Aircraft			1 Aircraft	1 Aircraft		
HOURS:	Office open 8:00am till 5:00pm everyday except holidays can be closed for lunch	40 Hrs. Wk. Msg. Serv.	40 Hrs. Wk. Msg. Serv.	40 Hrs. Wk. Msg. Serv.	40 Hrs. Wk. Msg. Serv.	40 Hrs. Wk. Msg. Serv.	40 Hrs. Wk. Msg. Serv.		By Phone	By Phone

LIABILITY INSURANCE:

Prebises/General Liability	\$1M	\$1M	\$1M	\$1M	\$1M	\$1M	\$1M	\$1M	\$1M	\$1M
Products	\$1M	\$1M	NA	NA	\$500K	\$500K	NA	NA	\$1M	\$1M
Completed Operations	\$1M	\$1M	NA	NA	\$500K	NA	NA	NA	\$1M	NA
Hanger keeper	\$100/\$500	\$100K/\$300K	NA	NA	\$500K (3)	\$50K/\$300K	NA	NA	NA	NA
Aircraft	\$1M/\$100K per seat	NA	\$500K/\$100K	\$500K/\$100K	NA	NA	\$500K/\$100K	\$500K/\$100K	NA	\$500K/\$100K

SPECIAL NOTES

- Personnel must hold appropriate FAA licenses for the functions they perform.
- All service providers are considered commercial businesses and must meet all FAA, State, County and City requirements for the services they perform
- Fueling equipment and personnel must meet Arcadia municipal Airport fueling requirements
- All FBOs SASOs must provide access to phone and restrooms
- Flying Club requirements are provided in Arcadia Municipal Airport Rules and Regulations
- Where a Minimum Standard is not listed, The AAAC will review the prospective business plan and recommend approval or disapproval to the City Administrator
- All Service Providers must have a phone message system
- Maintenance on Aircraft used by Aircraft Rental and Flight Instruction SASOs may be contracted with an FBO or another SASO in Lieu of in house maintenance
- Every commercial activity shall have a valid state Tax ID Number, collect appropriate sales tax, file tax reports and make all appropriate tax payments required by law
- Completed operations coverage is required if the service provider provides Aircraft Maintenance & Repair Services
- Liability coverage is required if the service provider tows, taxis or fly's non-owned aircraft
- Through the fence operations will not be allowed when a FBO or SASO on the field provides that aeronautical service and meets THE SASO requirements for that service listed above
- Independent mechanic and independent flight instructor will be considered threw the fence operations
- 3:1 LAND TO BUILDING (15,000 S.F. LAND WITH A 5,000 S.F BUILDING ON THE LAND)
- FBO offering any SASO service will be required to have the same service critera as the listed SASO
- Auto parking is as needed for the size of the business to be terminated by the airport manager with input from the tenant

AGENDA No. 14



CITY COUNCIL AGENDA ITEM
Requested Council Meeting Date: October 7, 2014

DEPARTMENT: Administration on behalf of Mayor Frierson

SUBJECT: City Administrator Position

RECOMMENDED MOTION: Council Approval

SUMMARY: Discussion to include out-of-title pay, definition of interim responsibilities and advertisement of position

FISCAL IMPACT: _____ Capital Budget
 Operating
 Other

ATTACHMENTS: Ordinance Resolution Budget Other

Department Head: Penny Delaney

Date: 10/07/14

Finance Director (As to Budget Requirements)

Date:

City Attorney (As to Form and Legality)

Date:

Interim City Administrator: Beth Carsten

Date:

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

AGENDA No. 15



CITY COUNCIL AGENDA ITEM
Requested Council Meeting Date: October 7, 2014

DEPARTMENT: Administration on behalf of Mayor Frierson

SUBJECT: Personnel Manual

RECOMMENDED MOTION: Council Approval

SUMMARY: Discussion to include Section 22.25 entitled "Termination" and how it relates to leave time and other benefits.

FISCAL IMPACT: _____
 Capital Budget
 Operating
 Other

ATTACHMENTS: Ordinance Resolution Budget Other

Department Head: _____ Date: _____

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

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

Interim City Administrator: Beth Carsten _____ Date: _____

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

**AGENDA MINUTES
CITY COUNCIL
CITY OF ARCADIA
TUESDAY, MARCH 18, 2014
6:00 P.M.**

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

The Mayor called the meeting to order at approximately 6:00 p.m. with the following members and staff present:

Arcadia City Council

Mayor Alice Frierson
Councilmember Robert R. Allen
Councilmember Keith Keene

Deputy Mayor Joseph E. Fink
Councilmember Robert W. Heine

Arcadia City Staff

Interim City Administrator Tom Slaughter
City Marshall Matthew A. Anderson
Finance Director Beth Carsten
Code Enforcement Officer Carl McQuay

City Clerk Penny Delaney
City Attorney Thomas J. Wohl

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

PRESENTATION

1. Community Center – Smith Brown Community Foundation

Alan Johnson who represents the Board of Directors for the Smith Brown Community Foundation and the Florida Department of Health for DeSoto County Board of Health stated that the foundation would like to lease the Smith Brown Gym to provide a base for youth activities that will improve the lives of young people now and for the future. He stated that over the next few months the foundation will be planning the construction improvements and fund raising and wanted to provide a memorandum of understanding for a long-term lease for the City. Ashley Coone, Vice-Chairman of the Smith Brown Community Foundation, stated that in 1998, the foundation was started to provide programming for youth in the community. She stated that a task force was formed in May of 2013 to identify resources that would improve the quality of life for residents in DeSoto. She further stated that the task force identified the Smith Brown Recreation Center as a facility that could meet this need. Ms. Coone stated that the foundation would like to request an open dialogue with the City Council in working towards a memorandum of understanding and eventually a contingent long-term lease for the purposes of securing funding to renovate the gym and utilize it as a community facility. She advised the Smith Brown Recreation Center will serve as a space for organizations, agencies and churches to provide programming and resources to the community, a community meeting space and will serve as a

space where the Smith Brown Community Foundation can provide programming for adults for parenting classes, financial literacy, health and wellness, programming for culture and arts programs for youth and programs that promote the family unit. Renovations needed will include bathrooms, ADA standards, and air conditioning. She advised there is a planning committee that is accessing the estimated costs for the renovations and the operations expenses. She further advised the foundation would like to secure a lease agreement with the City within six months to a year contingent upon the fact that the foundation has to secure funding. She stated that the foundation would like to secure overhead funding through community sponsorships and grants. Mayor Frierson stated that this is a win/win situation for the community and she hoped that the foundation would get all the civic organizations behind it. She felt it was a fantastic undertaking. Councilmember Keene stated that he is very excited about the proposal. He further stated that it was refreshing to have the community come with a solution to the issue rather than continue to talk about what the problems are and he advised that the foundation has his support. Mayor Frierson agreed and asked the foundation if they would like to have a member of the Council to be present at the meetings to keep the Council updated as to what is going on. Councilmember Keene asked the City Attorney what was needed in order to form with the foundation so that they could move forward with the proposal. The City Attorney stated that they were asking for a memorandum of understanding, but that the ultimate goal would be to enter into a lease with the foundation and the consideration that the City would be giving is the improvements that the foundation would be making to the City's asset. Deputy Mayor Fink stated that the City needs this desperately in that portion of the City, but wanted to make sure that it goes into effect without any encumbrance that would put the foundation at risk of possibly not being able to complete the project. Councilmember Keene volunteered to be present at the foundation's meetings.

2. Proclamation – Donate Life Month

No one from the Life Link Foundation attended the council meeting. Mayor Frierson advised that the City Clerk would read the Proclamation regarding Donate Life Month. The City Clerk read the Proclamation. Mayor Frierson stated that this is a very worthy cause and hoped that everyone would give consideration to it. Councilmember Heine made a motion to approve the Proclamation and Councilmember Keene seconded the motion. No discussion followed and it was unanimously, 5/0, approved.

3. Proclamation – Main Street

Mayor Frierson asked if anyone from Main Street was present and asked for those individuals to go to the podium. She then advised that the City Clerk would read the Proclamation regarding Main Street and the improvements to downtown. The City Clerk read the Proclamation. Mayor Frierson stated that she had received positive feedback and stated it was a job well done. Councilmember Heine made a motion to approve the Proclamation and Councilmember Keene seconded the motion. No discussion followed and it was unanimously, 5/0, approved.

CONSENT AGENDA – Agenda Items 4-6

Deputy Mayor Fink made a motion to approve the consent agenda and Councilmember Heine seconded the motion. No discussion followed and it was unanimously, 5/0, approved.

DISCUSSION ITEMS

7. Resolution 2014-2 – Amending Resolution 2013-29 by Extending Time for Submittal of the Top Five (5) Candidates

Mayor Frierson instructed the City Clerk to read the Resolution by title only and the City Clerk did so. Councilmember Heine made a motion to approve the Resolution and Deputy Mayor Fink seconded the motion. Deputy Mayor Fink asked John Super, Chairman of the Search Committee, if this would be sufficient. Mr. Super advised that it would and further advised that the committee had met on March 17, 2014. After having considered the additional eight (8) applicants, he stated that the committee still arrived at the same top five (5) candidates since the additional eight (8) applicants were not qualified. Mr. Super asked the City Clerk to advise council of the top five (5) candidates. The City Clerk read the list, as follows: Steven A. Holsinger, Eric C. Rindfleisch, Paul H. Poczobut, Jr., Michael G. Standley and Thomas Slaughter. Mayor Frierson asked for the locations of the candidates as to where they're from, other than Mr. Slaughter. The City Clerk advised that Mr. Holsinger is from Willows, California; Mr. Rindfleisch is from Edgar, Wisconsin; Mr. Poczobut is from Ada, Minnesota; Mr. Standley is from Freeport, Florida and Mr. Slaughter is from here. No discussion followed and it was unanimously, 5/0, approved.

8. Resolution 2014-3 – Authorizing a Lease Purchase Agreement with Leasing 2, Inc. Regarding Vacuum Truck; and

9. Resolution 2014-4 – Authorizing a Lease Purchase Agreement with Leasing 2, Inc. Regarding Front Loader Garbage Truck and Rear Loader Garbage Truck

Mayor Frierson advised that Item 8 and Item 9 were going to be pulled from the agenda as a little more work was needed to be done on those two items. The City Attorney advised that he and Steve Underwood had talked with John Mintz of JLM who the City is buying the equipment from. He stated there was a little confusion on the lease they provided the City and they are trying to get that straightened out with the leasing company.

10. Personnel Policy Manual Update

The Interim City Administrator advised that this is the fourth time this has been discussed. There was a comprehensive overview the first two times and the last time consisted of providing the page replacements that would go to the original set. He asked if there were any changes regarding what is trying to be accomplished. Councilmember Heine asked for confirmation that this could be changed as needed. The Interim City Administrator agreed and stated that any future changes would be made in a two part effort. The first would be when an

issue is raised, it will be presented to Council and Council would provide direction, but it would also be an opportunity for Council to hear from staff members as well. If agreed, the second meeting on the resolution would be an approval meeting. Mayor Frierson asked if Council is ready to approve it or if more time is needed. Councilmember Keene stated that he was ready to approve it and other councilmembers agreed. Mayor Frierson instructed the City Clerk to read the Resolution by title only and the City Clerk did so. Councilmember Keene made a motion to approve the Resolution and Councilmember Heine seconded the motion. No discussion followed and it was unanimously, 5/0, approved.

11. Monthly Financial Update

Beth Carsten, the City Financial Director, reviewed the financial updates as of March 10, 2014. She stated as of March 10th, the City is 44% through the fiscal year. She stated regarding revenues, we should be at 44% of received and we've received 46.7%. She further stated that the City is just a little below the small city surtax. The enterprise funds look good with the water/sewer at 48% and solid waste at 47.9%. She stated that she felt there was more revenue items that were not included regarding the airport and that she is working on that. She advised that to date, the city has received a total of 41.2% of total revenues. Regarding expenses in the general fund, she stated that to date, the City is at 35.5% and the City spent 15.9% of the small county surtax money. She advised that water/sewer is at 29.3%, solid waste is at 33.7% and the airport is at 2.4%. Mayor Frierson asked if there were any areas that Ms. Carsten was concerned with at present that Council needs to keep a watch on. Ms. Carsten stated there were issues with some items that there's just not enough in the budget, i.e. equipment, but that they were keeping a handle on it as best they can. There's nothing terrible. Ms. Carsten advised that she has been able to get a better handle on the insurance coverage and after reviewing everything and speaking with Mr. Ambler that the shortfall will not be as bad as Council originally thought. She advised that at this point she sees a \$22,000.00 shortfall, but thinks it will be less than that and possibly not a shortfall.

Councilmember Keene asked when she felt the City would receive some of the State Local 9th Cent Gas Tax. Ms. Carsten stated that she did not know and that most come in automatically and she has been watching for it. Councilmember Keene stated that regarding the airport, he wondered if some of the issue has something to do with grant funding that the City has not received yet. Ms. Carsten stated that she thought some of it had to do with reimbursements and that she needed to go through that to reconcile it. Mayor Frierson pointed out that the City had collected 74% of the ad valorem taxes. Councilmember Heine stated that he liked the monthly report. He stated that he knew she had a mess to start with and said it seems like she's done an outstanding job with it.

Ms. Carsten advised that the audit starts Monday, March 24, 2014, and along with that comes the issue of the water/sewer annual report being due March 29, 2014. She stated that is where we actually report as to what our annual audit is and we won't have it completed at that time. She stated that she spoke with the lady that administers it and was advised that we could give them un-final figures. This was done last year because it wasn't filed on time. She said we would file a failure to report and even though it sounds bad, there are no penalties. Once we

have it prepared and ready, we'll send it in. She asked if it was okay with Council and they agreed.

She pointed out that the Finance Department is looking at MUNIS training in April for the utility department. She stated that they wanted to give it their all due to the expense involved. She asked if it would be okay to close the utility department for two days from 8:00 – 4:30 on a Monday and Tuesday. She also stated that they could stagger it between herself and another employee to be at the window if they wish. Deputy Mayor Fink stated that he would like to see them all get their training. Councilmember Keene stated that he felt it would be best if someone was at the window, at least a portion of the day. Mayor Frierson agreed with Councilmember Keene. After much discussion, it was decided to leave the window open

COMMENTS FROM DEPARTMENTS

12. CITY MARSHALL

Marshall Anderson asked if anyone had any concerns. Councilmember Heine made the statement that there were a lot of break-ins in town and the Marshall advised that they had no leads and asked the public to keep their eyes open. Linda Luppino asked how they were getting in. The Marshall stated they were all through doors or broken windows.

The Marshall also stated that Pioneer Day was this past weekend and the Explorer program was there to be seen in the public and also do some recruiting. He advised that regarding the Rodeo, Saturday and Sunday were completely sold out and that there was a lot of positive response from people regarding the same.

Councilmember Keene thanked Marshall Anderson and the police department regarding the way the mercury issue was handled at the DeSoto Middle School. Marshall Anderson stated that it was great to see the Health Department and the School Board come together on the issue.

Marshall Anderson also advised that Karen Whaley has been instrumental in kick-starting the installation of traffic lights in areas that needed to be replaced.

13. CITY ATTORNEY

NONE

14. INTERIM CITY ADMINISTRATOR

The Interim City Administrator advised that the City is working on a Community Development Block Grant for the Bridal Path Water and Sewer Project. The bids came in and the lowest was approximately \$800,000.00 and the highest was approximately \$1,200,000.00. He stated that one area has been identified that could be phased out that would provide a better opportunity to serve the project within the budget. It has been recommended that it be re-bid and lower the costs for the project overall. It doesn't set the project back, but it does allow us to zero

in on a more accurate number that meets our budget needs and the needs of the community. He asked for any questions or comments and none were given..

He stated that the next matter is regarding an issue that was in The Arcadian that described deficiencies or improvements to the City's public meeting. He stated that was taken seriously and he met with the Mayor and they discussed several thoughts and ideas. From that, Staff is putting together a list of actions to be taken to correct deficiencies and to identify improvements to the process. He stated these would be brought to the Council's next meeting to be discussed. Mayor Frierson stated that she had considerable feedback from the article and that the public is very offended regarding the subject of a sign-in sheet and state whether they are city or county in order to speak. Councilmember Keene stated that he didn't feel it was unreasonable to know whether they lived in the city or county as long as it didn't restrict their ability to speak. The Interim City Administrator stated that that type of input helps, but he stated that he had not heard of a proposal that would limit a member of the public to speak. However, some communities provide a three or five minute limit. He stated with some public comment cards, it allows staff to get back with an individual on a matter to explain a vote or provide additional information. He stated it also allows for accuracy regarding spelling for the public record. Councilmember Keene stated that he felt the City's meetings needed certain decorum. He further stated that he had been told by an attorney that served this Council for many years that Robert's Rules had never been adopted and he couldn't believe it. Deputy Mayor Fink stated that it was more Council's concern that Staff's. He further stated that it's a difficult job and the balancing act is very difficult. He concurred with Councilmember Keene and felt that anyone should be able to speak on the record, but he felt that it is important for the issues of quasi judicial and permanent record purposes.

The final matter that the Interim City Administrator brought forward was to confirm with Council that the Strategic Plan Workshop will be on Monday, March 24, 2014, at 4:00 p.m. Deputy Mayor Fink advised that he will not be able to attend. The Interim City Administrator asked if it needed to be rescheduled and Deputy Mayor Fink stated for Council to proceed. Councilmember Keene stated that he hated that Deputy Mayor Fink could not attend, but felt it was important to proceed. The Interim City Administrator stated that the information would be provided to Deputy Mayor Fink.

PUBLIC

Lorenzo Dixon of 920 West Magnolia Street, Arcadia, Florida, advised Council of an incident involving Marshall Anderson and Lieutenant Evans. He stated there was a bogus and malicious charge brought against him by the police department and Marshall Anderson and Lieutenant Evans played a major role in it. He advised his property has "No Trespassing" signs in his driveways due to events in the past. Several years ago, Captain Anderson (at the time) was identified as prowling in his backyard. Delshay Turner, along with another officer, took pictures of footprints that were in my backyard and we all agreed that the prints were similar to bootprints that officers wear. It was reported to the Sheriff's Office to avoid a coverup. Due to that, the signs have been placed in his yard.

He stated that there was another incident where he had to ask Gary Frierson and a Mr. Butler to get off of his property and he did so. He stated this is also court records as he helped to get Mr. Butler prosecuted. He further stated that his neighbor advised him a couple of weeks ago that a couple of police officers were in his driveway. To this day, no explanation has been presented as to why they were there. He advised that Lieutenant Evans has stated in one of his sworn statements that he (Mr. Dixon) has a record and history of violence. Therefore, he and Arcadia Police Department will have the opportunity in the next few weeks to prove that and produce those records. He stated that he was exonerated and ordered not guilty by the Honorable Kimberley Carlton Bonner as charged by the Arcadia Police Department. He stated Lieutenant Evans' statement was a defamation of character and slander and he will have the opportunity to prove that statement. He advised Council will receive further information from his lawyer concerning this matter in which the City's officers have involved the City causing damages and liability.

Gary Frierson of 1 N. Luther Avenue, Arcadia, Florida advised that he and Tommy Butler did go by Mr. Dixon's house because Mr. Butler had asked him to be a construction consultant on a job. He further stated that he had testified for Mr. Butler also and that was his only involvement. He advised that as far as him going by Mr. Dixon's house this morning, he has acquired management of a building on S. Hillsborough and had been notified by the Health Department to sample the water. He pointed out that the Health Department is on the west end of town and in order to go back to his office, he had to pass Mr. Dixon's house.

Greg Smith of P.O. Box 2616, Arcadia, Florida, stated that he was there on behalf of Friends of the Arcadia Airport. He provided packets to Council regarding the Fly-In that took place March 7-9, 2014, which included e-mails and photos regarding the event. He stated the weekend was a success and thanked Council for their support. He also advised that they now hold their 501C3 tax status and will be allowing them to apply for grants that should support the needs of the airport that are not funded by the FAA and the FDOT.

MAYOR AND COUNCIL MATTERS

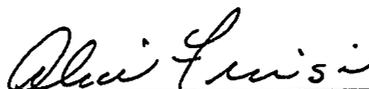
Councilmember Keene thanked the Friends of the Arcadia Airport for all that they do. Deputy Mayor Fink agreed with Councilmember Keene regarding the outstanding job that Friends of the Arcadia Airport does. He further stated that Lee Gallagher of the Veterans Office for the County wants to set up another Fly-In and felt that was what the City needs.

ADJOURN

Having no further business at this time, the meeting was adjourned at 7:30 P.M.

ADOPTED THIS 1st DAY OF April, 2014

By:



Alice Frierson, Mayor

ATTEST:


Penny Delaney, City Clerk

physician at the City's expense. Disability separation is classified as a resignation in good standing.

22.25 TERMINATION

An employee may be discharged, when, in the judgment of the Department Head, the employee's performance or conduct has given good cause. Discharge results in loss of eligibility for re-employment ~~and loss of pay or accumulated leave time and other benefits~~. A written notification containing a statement of the substantial reasons for discharge is to be provided to the employee and a copy placed in the employee's personnel file.

Only employees who have satisfactorily completed their probationary period may appeal the discharge through the Appeal Procedures. Reasons for discharge include, but are not limited to:

- Being convicted of a felony or misdemeanor involving moral turpitude.
- Being absent three or more consecutive days without leave or notification to Department Head.
- Excessive unplanned tardiness or absences.
- Incompetence, inefficiency, negligence, or failure to follow orders.
- Abuse, misuse, or theft of public property, equipment, facilities or supplies.
- Willfully making false statements to Department Heads, officials, Boards or to the public, or falsification of records.
- Violation of department rules, personnel or police regulations, safety rules or City Ordinances.
- Possession, use or reporting to work under the influence of alcoholic beverages or drugs in violation of the Drug-Free Workplace policy during working hours or on City property or in a City vehicle.
- Material misstatements or omissions on job application or violation of Personnel Policies.
- Acceptance of gratuity in violation of City policy and of Florida Statutes of Conduct and Ethics.
- Refusal to be examined by a physician approved by the City.
- Prohibited political activity.
- Violation of State and/or Federal Statutes and regulations pertaining to public employees.
- Failure to work overtime when necessary.
- Conduct which is disruptive, insubordinate, antagonistic, offensive or injurious to the City whether in relation to co-workers, other employees, superiors, elected officials or general workers.
- Lack of integrity, abuse of public trust, misuse of information or misfeasance.
- Failure to promptly report injuries or accidents through proper channels to Department Heads.
- Gambling while on duty or while on City property any time.
- Any employee actions as may be included as defined under Florida Statutes 447.203.
- Loss of Job Requirements (licensing, certification, bond or other type requirement)

DEPARTMENT REPORTS

ADM (863)993-4660
FAX (863)993-4664

CITY OF ARCADIA
POLICE DEPARTMENT
725 N. Brevard Ave.

MATTHEW A. ANDERSON
MARSHAL

P.O. BOX 1014
ARCADIA, FL. 34265

ARCADIA POLICE DEPARTMENT
COUNCIL REPORT

TOTALS FOR THIS REPORT PERIOD:	SEPT	2014	
ARREST ACTIVITIES			
FELONY ARREST	11	MISDEMEANOR ARREST	11
JUVENILE ARREST	6	TRAFFIC ARREST	10
WARRANT ARREST	5		
TRAFFIC ACTIVITIES			
ACCIDENT REPORTS	22	TRAFFIC CITATIONS	46
		WARNING CITATIONS	45
PATROL		CRIMINAL INVESTIGATIONS	
COMPLAINTS	647	CASES TOTAL	10
CITY ORDINANCE VIOLATIONS	2	CASES UNDER INVESTIGATION	7
		CASES CLOSED	3



CITY MARSHAL
10/1/2014