



**City of Arcadia  
SPECIAL EVENT PERMIT APPLICATION**

Date Submitted: 10/5/2012  
 Event Name Veterans' Day Parade  
 Event Location Down Oak St.  
 Date(s) of Event 10/12/12 Hours of Event 9-11 a.m.  
 Expected Attendance 3,000

Event Sponsor \_\_\_\_\_ Non-Profit?  YES  NO

Description of Event Arcadia E/Ks, 58th Ave N of America, VFW, American Legion, American Legion Auxiliary, DeSoto County Veterans Honor Guard for Veterans Day Parade

Contact Person Jackie Tucker Telephone 813-993-0083  
 Fax # 813-993-9740 Email jt2000@desoto.net

Insurance Carrier \_\_\_\_\_

Insurance Agent \_\_\_\_\_ Agent's Phone \_\_\_\_\_

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

If Yes, please specify locations: from Oak & Orange to Oak & Valour

Other Pertinent Information: \_\_\_\_\_

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

Received by: <u>V. Han</u>	Date: <u>10/5/12</u>
City Marshal _____	Approved _____ Disapproved _____
City Administrator _____	Approved _____ Disapproved _____
City Council _____	Approved _____ Disapproved _____

# REQUESTING WAIVER OF FEES

## 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

Flea Markets

Walk-a-thons

Tournaments

Concerts

Battles of the Bands

### Fairs

Expo's

Parades ✓

Pony Rides

Car Shows

Fireworks Displays

### Carnivals

Tent Sales

Road Races

Petting Zoos

Boat Shows

Public Gatherings

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

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

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

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

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



INDEMNIFICATION & HOLD HARMLESS

I, Jaqueline W. Tucker, as Chairman of Veteran's Day Parade do hereby agree to hold the City of Arcadia, (Club, organization, group, etc)

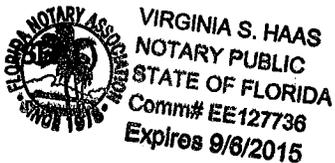
its agents and employees, harmless and indemnify same from any civil actions or claims of any nature made in connection with the event known as the Veteran's Day Parade to be held at down Oak St. on Nov. 12, 2012

By: Jaqueline W. Tucker (Signature) Printed Name: Jaqueline W. Tucker Entity Name: ARCADIA ELKS Its: CHAIR Date: 10/6/12

STATE OF FLORIDA COUNTY OF Fl.

Sworn to and subscribed before me this 5 day of October, 2012 by JACKIE TUCKER, as CHAIR of ARCADIA ELKS, who  is personally known to me or  has produced \_\_\_\_\_ as identification.

Virginia S. Haas NOTARY PUBLIC



Marshall Lee -

This is being sent  
to you for approval for  
the Veteran's Day Parade

Thank you,

Johee Tucker

Please advise - t2000@desoto.net  
863-993-0083 office  
863-993-9740 fax

CHL  
09/13/12

---

~~Special Event Application~~  
must be completed  
for all events.

## SPECIAL EVENTS

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

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

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

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

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

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

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

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

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

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

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

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

Troy B West  
Signature of Applicant/Event Sponsor

10-2-2012  
Date

TROY B WEST  
PRINTED Name of Above

963 494-0972  
Contact Phone #



City of Arcadia
SPECIAL EVENT PERMIT APPLICATION

Date Submitted: 10-2-2012
Event Name: The opening of playground
Event Location: McSwain
Date(s) of Event: Oct 20, 2012 Hours of Event: 11:30 To 1:00pm
Expected Attendance:
Event Sponsor: Hand of Angels Non-Profit? YES
Description of Event: Have a open of The playground, to hand over playground to the city
Contact Person: Terry B West Telephone: (813) 494 0972
Fax #: Email: Terry.w@hand-of-angels
Insurance Carrier: AWT - OWNERS INS
Insurance Agent: Rupert Smith Agent's Phone: 494-5029

- 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: McSwain Park
By playground
Other Pertinent Information:

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

Received by: V. [Signature] Date: 10/2/12
City Marshal Approved Disapproved
City Administrator Approved Disapproved
City Council X Approved Disapproved

on 10/2/12

INDEMNIFICATION & HOLD HARMLESS

I, Terry B West, as CEO of Hands of Angels, 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 Opening of Plaza to be held at MCSwan Ln on Oct 20, 2012

By: Terry B West Printed Name: Terry B West Entity Name: Hands of Angels Its: CEO Date: 10/3/2012

STATE OF FLORIDA

COUNTY OF DeSoto

Sworn to and subscribed before me this 3rd day of Oct, 2012, by Terry West, as \_\_\_\_\_ of \_\_\_\_\_ who  is personally known to me or [ ] has produced \_\_\_\_\_ as identification.

Virginia S. Haas NOTARY PUBLIC



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



## MEMORANDUM

TO: Arcadia City Council

FROM: Thomas J. Wohl, City Attorney

DATE: October 8, 2012

SUBJECT: Airport Land Leases

Per Council's direction, I have reviewed the March 17, 1969 Airport Land Lease Agreement ("the Hilton Lease") and the August 26, 1976 Airport Land Lease Agreement ("the Frierson Lease"). There are several material differences between these two leases that affect their respective legal validity, present day.

1. Transferability.

- a. The Hilton Lease: Paragraph 6 of the Hilton Lease provides that it conveys possessory rights to "[o]nly those individuals executing this agreement." Accordingly, this lease should have been deemed terminated upon the death of the named Lessee therein.
- b. The Frierson Lease: Paragraph 5 of the Frierson Lease provides that it conveys possessory rights to "[o]nly those individuals executing this Agreement and their spouses and lineal descendents (sic)." A Certificate was issued on September 4, 1986, purporting to ratify the vote of the City Council at the September 2, 1986 Meeting of the City Council which acknowledged Gary Frierson's rights under the Frierson Lease. Provided this Certificate accurately reflects the action of the Arcadia City Council at the September 2, 1986 Meeting, it would appear the current leaseholder, Gary Frierson, is entitled to possession of the Premises under the terms of the Frierson Lease.

2. Abandonment.

- a. The Hilton Lease: The Hilton Lease does not include an abandonment provision. While the Florida Statutes would govern this issue by default, it would be difficult to make this determination in light of the fact that no rent is to be paid under the lease, yet one of the three elements to establish abandonment under the statute is that the rent is not current.
- b. The Frierson Lease: Paragraph 5 of the Frierson Lease provides that the City shall have the option to reclaim the property should the Lessee cease to use the property for the storage of an aircraft. Further research is necessary to determine if there has ever been an extended period of time that the property was not used for the storage of an aircraft.

3. Unilateral Termination.

- a. The Hilton Lease: Paragraph 10 of the Hilton Lease provides the City with the right to unilaterally terminate the Hilton Lease upon sixty (60) days written notice.
- b. The Frierson Lease: The Frierson Lease does not expressly provide the City with the right to unilaterally terminate.

Based on my review of these documents and the applicable law, I do not believe the Hilton Lease to be of any further force and effect, as it expressly stated that the rights therein inured only to the individual who signed the lease. However, in an abundance of caution and to crystallize the City's position, I recommend providing Mr. Hilton with the sixty (60) notice of termination.

Unless the Frierson Lease has previously been abandoned pursuant to Paragraph 5 therein, I do not find a reason why this lease would not be valid. My concern, however, is the position the FAA will take with the Airport being encumbered by a Land Lease Agreement that has an indefinite term. If the FAA prohibits such a Lease, the Frierson Lease may be void as against public policy.

AGREEMENT

This Agreement entered into this 26 day of August, A.D., 1976, by and between the undersigned individuals, hereinafter referred to as Parties of the First Part, and the City of Arcadia, Florida, a Municipal Corporation, hereinafter referred to as the City.

WITNESSETH:

WHEREAS, the Parties of the First part are all owners and users of airplanes to make use of the Arcadia Municipal Airport, and,

WHEREAS, said Arcadia Municipal Airport is owned by the City, and,

WHEREAS, the Party of the First Part has constructed a hanger type building on property located at the Arcadia Municipal Airport for the use and storage of their airplanes and at their own expense.

NOW THEREFORE, for mutual promises and covenants herein contained, it is hereby agreed as follows:

1. That the Party of the First Part has constructed a building approximately thirty by forty feet (30' by 40') in size, capable of storing aircraft upon the piece of property fifty by forty feet (50' by 40') described as parcel No. Three, as per the plat filed with the City Recorder, City Hall, Arcadia, Florida which parcel is located on the Arcadia Municipal Airport property.

2. It is understood that the Party of the First part shall use said building only for the storage of aircraft and for no other purpose and that the Party of the First Part shall not be required to pay any rental lease payments or other payments unto the City for the use of said property.

3. That the City shall have no responsibility regarding the maintenance of said building or the maintenance of said land, all of which is to be performed by the Party of the First Part.

4. That the City agrees that it will not lease or sell or allow any additional construction on lands for a distance of fifty feet (50') to the front and rear of hanger located on the aforementioned parcel number Three (3).

thereby allowing the Parties of the First part free access to said Parcel No. Three<sub>(3)</sub>. That the Party of the First part agrees to keep said Parcel No. Three<sub>(3)</sub> and all airport property free from any liens and any encumbrances whatsoever for work performed on or upon the said Parcel No. Three<sub>(3)</sub>.

5. That only those individuals executing this Agreement and their spouses and lineal descendants shall have the right to make use of the lands described as Parcel No. Three<sub>(3)</sub>. That in the event the person or persons executing this Agreement, their spouses or lineal descendants, being Parties of the First Part, ceases to have any heir to locate, situate and store an aircraft in said parcel at the option of the City, the property covered under this Agreement shall revert to and become the property of the City of Arcadia, Florida.

6. That the Party of the First part reserves the right to notify the City that he contemplates that the hangar will be vacant for any period up to at least twelve (12) months and that upon furnishing such notice to the City, the City shall have the right of immediate occupancy of said hangar and lot for the period of time such hangar is actually vacant. The City shall have the right to rent said hangar and the right to receive said rentals for the period of said vacancy.

7. That the Party of the First part is responsible for keeping a five foot (5') area adjoining the parcel agreed upon free from all high weeds and grass and if the Party of the First part does not perform accordingly, the City shall do it and bill the Party of the First part a sum of five dollars (\$5.00) for this service to be rendered.

8. That the Party of the First part jointly and severally agrees to indemnify and save the City harmless from and against any loss, damage or liability occasioned from or going out of,

or arising from any tortious or negligent act upon the Party of the First Part, their agents, employees, guests, spouses, lineal descendents or other persons which might be on or about the property described as parcel No Three (3) a result of this Agreement.

9. That it is specifically understood and agreed that the Party of the First Part shall have no interest whatsoever in the real property described as parcel No. Three (3) except as set forth in this Agreement.

10. That upon termination of this agreement, any and all improvements made upon the parcel described herein by the Party of the First part not removed, shall become the property of the City.

11. That it is further understood and agreed between the parties that this Agreement shall in no manner be assignable, and that same shall be binding upon each of the parties hereto, and their successors as provided herein.

Dated at Arcadia, DeSoto County, Florida this 26th day of August, A.D., 1976.

Mary Lou Harmon  
as to Party of the First Part

Maria D. Falkes  
as to Party of the First Part

Edith Turner  
as to City Officials

Cindy Baymore  
as to City Officials

Mack Frierson (SEAL)  
Party of the First Part  
MACK FRIERSON

CITY OF ARCADIA, FLORIDA,  
a Municipal Corporation

by E. Coleman Brewer (SEAL)  
E. Coleman Brewer, Mayor

Attest:

Imogene Taylor  
City Recorder

*City of  
Arcadia*



P. O. Drawer 351 • Arcadia, Florida 33821

"After discussion Kujawa moved that the City acknowledge and it does acknowledge that Gary Frierson has the exclusive use, occupancy and right of possession of Hanger Number 3, located at the City of Arcadia Airport, DeSoto County, Florida, seconded by Banull and unanimously carried."

CERTIFICATE

I, MARGARET WAY, City Recorder of the City of Arcadia, Florida, do hereby certify that the above and foregoing is a true and correct copy of a portion of the minutes of the regular City of Arcadia, Florida, City Council Meeting, held in the City Council Chambers on September 2, 1986 in Arcadia, DeSoto County, Florida.

Dated this 4th day of September, 1986

  
MARGARET WAY, CITY RECORDER

A G R E E M E N T

THIS AGREEMENT entered into this 14 day of MARCH 1969, by and between the undersigned individuals hereinafter referred to as the "Parties of the First Part", and the City of Arcadia, a municipal corporation, hereinafter referred to as the "City".

W I T N E S S E T H:

WHEREAS, the Parties of the First Part are all owners and users of airplanes, who make use of the Arcadia Municipal Airport, and,

WHEREAS, said Arcadia Municipal Airport is owned by the City, and,

WHEREAS, it is the desire of the Parties of the First Part to construct a hangar type building on property located at the Arcadia Municipal Airport for the use and storage of their airplanes, and at their own expense.

NOW THEREFORE, it is hereby agreed as follows:

1. That the Parties of the First Part shall be allowed to construct a building approximately 30 X 40 feet in size, capable of storing aircraft upon a piece of property 50 by 40 feet described as Parcel 1 as per the plat filed with the City Recorder, City Hall, Arcadia, Florida, which parcel is located on the Arcadia Municipal Airport.

2. It is understood that the Parties of the First Part shall use said building only for the storage of aircraft and no other purpose. The Parties of the First Part shall not be required to pay any rent to the City.

3. The City shall have no responsibility regarding the maintenance of said building or the maintenance of said land, all of which is to be performed by the Parties of the First Part.

4. The City agrees that it will not lease or sell or allow any additional construction on lands for a distance of 50 feet on all sides of the aforesaid Parcel 1, thereby allowing the Parties of the First Part free access to said Parcel 1.

5. The Parties of the First Part agree to keep said Parcel 1, and indeed all airport property, free from any liens whatsoever for work performed on or upon the said Parcel 1.

6. Only those individuals executing this agreement shall have the right to make use of the lands described as Parcel 1.

7. The Parties of the First Part agree to pay for any utility service furnished said building, including light, power, telephone services, water, gas, or any other utility.

8. The Parties of the First Part jointly and severally agree to indemnify and save the City harmless from and against any loss, damage, or liability occasioned from or growing out of or arising from any tortuous or negligent act upon the part of the Parties of the First Part, their agents, employees, guests, or other persons which might be on or about the property described as Parcel 1 as a result of this Agreement.

9. It is understood and agreed that the Parties of the First Part have no interest whatsoever in the aforesaid Parcel 1 except as set forth in this Agreement.

10. The City may terminate this Agreement at any time upon sixty (60) days written notice and the Parties of the First Part agree to vacate within that time. Parties of the First Part shall have the right to remove any improvements as they desire. At the end of sixty (60) days from the notice to terminate, this Agreement shall end and be of no further force or effect. All such improvements not removed shall become the property of the City.

11. It is further understood and agreed that upon the request of the City, all parties of the first part, together with their wives, shall make, execute, and deliver Quit-Claim Deeds conveying conveying said property to the City or such person or persons as the City may direct.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 17<sup>th</sup> day of March, 1969.

(Corporate Seal)

Signed, sealed and delivered in the presence of:

Margaret May  
Margaret May, City Recorder

William McAuliffe  
Witness for the Lessee

CITY OF ARCADIA, a municipal corporation of the State of Florida

BY I. D. Eller, Jr.  
I. D. Eller, Jr., Mayor  
--LESSOR--

Charles C. Bittner  
--LESSEE--

To: Arcadia City Council  
Judi Jankosky  
From: Arcadia Airport Advisory Committee

October 5, 2012

The Committee has been working on an airport marketing plan for over 6 months now. The object is to have a plan available when the City of Arcadia takes back full control of the airport and can begin to market it.

The plan lists suggested objectives and actions in different areas that will need attention in order to move the airport forward. The plan is flexible and when the time comes to implement it, different areas of concern may hold a higher priority than shown here.

As the committee is advisory only this plan could be implemented by the City or the Airport Director when needed.

We hope you find this plan helpful.

Respectfully submitted,

George Chase  
Chairman

Plan approved by a 4-1 vote

AAAC meeting May 17, 2012  
June 21<sup>st</sup>, Aug. 2<sup>nd</sup>, Sept. 6<sup>th</sup>, Oct. 4<sup>th</sup>

## *Marketing Plan*

### ***Reasons to market the Airport:***

1. **Improve Airport Image:** (which will help)
  - \* Attract additional activity and business to the Airport.
  - \* Keep tenants happy.
  - \* Attract more transient pilots.
  
2. **Improve Airport Support:** (by)
  - \* Rally public & corporate support for the Airport.
  - \* Inform the community & other stake holders of benefits of a local Airport.
  
3. **Improve Economic Development:**
  - \* Promote Airport to funding agencies & aviation businesses.
  - \* Apply for any and all grants that will help improve the Airport.

### ***Do a Situational Analysis of Airport:***

- \* What are the airport's strengths and weaknesses?
- \* What are its main services and who are its users & tenants?
- \* How is recent performance and what are trends at the Airport?
- \* Who is the airport's competition?
- \* What are the problem areas?
- \* What are the opportunities?
- \* Suggestions / ideas

*Consider inviting airport tenants, community leaders & service organizations, both City & County, to supply input to the above questions as part of the review.*

## **Improve Economic Development**

**Objective: 1.** Make future development possible.

**Action:** Obtain Adequate Water Supply at Airport

**Action:** Work with County & others on water supply.

**Action:** Plan route and future supply points.

**Action:** Run water line to site.

**Objective: 2.** Attract new business to the Airport.

**Action:** Build more T-hangars. (Airports make money by leasing hangars or land)

**Action:** Work with local EDC & other stakeholders County wide for leads & follow-up.

**Action:** Develop an easy step by step plan to follow for businesses that want to operate on the Airport.

**Objective: 3.** Lease vacant Airport property to Aviation Businesses.

**Action:** Contact near by Airport businesses.

**Action:** Advertise on website & send flyers.

## **Maintenance**

**Objective: 1** Establish maintenance criteria for all airport facilities, equipment & grounds.

**Action:** Take proactive measures to insure all hangars & buildings are rentable & rented.

**Action:** Assure City has proper tools in place to maintain all airport assets.

**Action:** Ask FBO to submit a detailed list of areas & items needing maintenance along with suggestions of how best to address these issues.

## **Strengthen the Airport Image**

**Objective:** Increase public awareness/attract new business.

**Action:** Public relations workshop for Airport personnel.

**Action:** Host annual Aviation Day.

**Action:** Establish other Airport events.

**Action:** Update website.

**Action:** Create new Logo and Entrance Sign.

**Action:** Develop a Marketing Plan & Brochure.

**Action:** Volunteer greeters / free coffee on weekends.

**Action:** Supply wood chocks for all arrivals.

**Action:** Establish a protocol for greeting planes & visitors.

## **Improve Appearance of Airport**

**Objective: 1** Establish entrance sign & landscape project.

**Action:** Enlist volunteers.

**Action:** Seek materials donations.

**Action:** Complete project.

**Objective: 2** Improve looks of runways & taxiways.

**Action:** Resurface & restripe traffic areas & update lighting.

**Action:** Establish mowing program / specs on grass height.

**Objective: 3** Improve looks of entire Airport.

**Action:** Remove excess items from Airport grounds. (Tires, lumber, plastic containers etc.) Using prisoner work crews.

**Action:** Keep fence line sprayed for grass. (Prisoners)

**Action:** Replace security signs on fence with spelling corrected.

**Objective: 4** Establish display aircraft at entrance.

**Action:** Work with Air Force & private sector.

**Action:** Enlist volunteers to maintain display.

## **Improve Appearance of Airport** cont.

**Objective: 5** Spruce up terminal building.

**Action:** Paint exterior & interior.

**Action:** Decorate interior / aviation related.

**Action:** Wooden rockers for porch.

**Action:** Furnish pilots lounge.

**Action:** Establish internet connection.

**Action:** Digital information screen.

*Airport Appearance Objectives 1- 5 could all be done using very little money by seeking sponsors for much of it. IE: Porch Rockers could be printed with sponsors' name and phone # on top rail.*

## **Make the Airport a "Destination"**

**Objective: 1** Establish monthly fly-in breakfast or lunch.

**Action:** Locate volunteer group to hold event.

**Action:** Publicize on internet aviation calendars.

**Action:** Set special fuel price for weekends.

**Objective: 2** Establish a picnic area and camping area for use by guest pilots and local civic groups.

**Action:** Work with businesses to design, build & sponsor.

**Action:** Establish community & camper guide database.

### Campers Guide Features:

- Number of campsites and field location
- Contact info: FBO, City & "Local Buddies"
- List of facilities: tie-downs, picnic tables, BBQ grills etc.
- Directory for off airport info: Work with City, County, Chamber of Commerce, for listings of any off airport info a guest might like to have. Like places to eat, transportation, lodging, stores, recreation, places of interest, medical facilities & special events. (This will get local businesses involved in the project.) This would all be listed on the Airport Camping page of the website.

## **Expansion and Growth**

**Objective: 1** New Master Plan. This will provide a step by step process to address any deficiencies at the airport and provide a path for the expansion of airport facilities,

**Action:** Work with City & the FAA on funding the plan.

**Action:** Work with airport consultants to assure Airport Advisory Committee members have input on all aspects of the process.

**Action:** Work to insure these areas are addressed in Master Plan.

\*Deficiencies: water supply & proper field drainage

\*Expansion: t-hangars, commercial hangars, larger ramp, runway extension, another FBO or corporate ramp area.

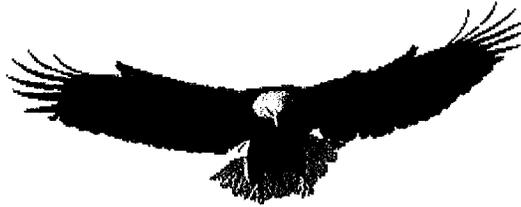
### **Additional thoughts.**

Place a sign at airport with website address. (Air & land view)

Host the Chamber and or EDC at Airport for after hours or breakfast gathering. Give PowerPoint presentation on airport.

Hold tenant appreciation gathering.

Long term: Establish a High School level Aviation Club. Give free ground school seminars and hold in conjunction with pancake breakfast or hot dog lunch fly-in days. This will help get more local people interested in aviation, as well as build support for the airport.



# WINGMAN AVIATION

October 8, 2012

Judi Jankosky  
City Administration  
Arcadia, Florida 34266

Dear Judi

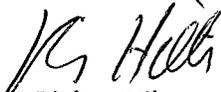
As you know, I requested and was placed on the agenda for the city council meeting on September 18, 2012 to discuss the issue of tie downs at the airport. This request was a response to a request by you for direction from council after Air-cadia ask you for direction about same. As I stated at that meeting, I was surprised about the increase in tie-down fees from \$30.00 to \$45.00 per month because I was never notified of that change. As I understand, the Airport Advisory Committee did not discuss or recommend this action.

The runway 13/31 has been closed and the parallel taxi way (which is in the same condition as the runway) is not usable. There are eight (8) aircraft position at the north end of the airport.

I have received another invoice for tie down from Air-cadia, and have enclosed another check for payment in full, and again, requesting you to hold it until a decision is made from council as to a fair solution. I am requesting to be placed on the agenda for the next council meeting in an attempt to resolve this matter.

Please make best efforts to solve this as I believe this is a very trivial matter that should have never been brought before council.

Best regards,

  
Rickey Hilton

2807 NW HAILE DEAN ROAD, ARCADIA FLORIDA, 34266  
PHONE: 863-990-6807 FAX: 863-993-0631 E-MAIL: RICKEY@NETLINER.COM



# WINGMAN AVIATION

September 7, 2012

Judi Jankosky  
City Administration  
Arcadia, Florida 34266

Dear Judi

As you know, on August 9<sup>th</sup> Rebecca Minnear of Air-Cadia Inc. asked you for direction on tie-down fees for my aircraft. This request was placed on the agenda for August 21, 2012.

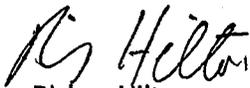
As I conveyed at that meeting, I feel like the airport needs to charge fees for its services, it needs to pay its bills just like everyone else and the money has to come from somewhere.

I received a bill from Air-Cadia for eight months of tie downs at the rate of \$45.00 per month, which is an increase of 50% from my last tie down bill, this was done without any notice which I feel is not fair. As I understand, Air-Cadia is required to supply tie downs and mow around tie down areas for their customers. Air-Cadia has not supplied the tie downs nor mowed around the tie down areas, and as a result, I have spent time and money doing that job.

I am requesting to be placed on the next city council agenda so that a discussion can take place and decision be made concerning this matter. I have enclosed a check for \$435.35 (ck # 1034) for payment on tie down, invoice # 2006, however I'm asking that you hold this check until a decision is made on the proper course of action.

I thank you very much for your consideration in this matter.

Best regards,

  
Rickey Hilton

2807 NW HAILE DEAN ROAD, ARCADIA FLORIDA, 34266  
PHONE: 863-990-6807 FAX: 863-993-0631 E-MAIL: RICKEY@NETLINER.COM

Air-Cadia Inc.

2269 SE A.C. Polk Jr Dr  
Arcadia, FL 34266

# Invoice

Date	Invoice #
9/1/2012	2006

<b>Bill To</b>
Rickey Hilton 2807 NW Haile Dean Road Arcadia, FL 34266

P.O. No.	Terms	Project

Quantity	Description	Rate	Amount
1	Rent-Bld F-September 2012	300.00	300.00T
7	Tie Down-Savannah- February thru August 2012	45.00	315.00T
2	Tie Down-Float planes June July 2012	45.00	90.00T
	Sales Tax	7.00%	49.35
<p><i>NOTICE:</i></p> <p><i>NOT BILLED FOR SEPT 2012 &amp; STILL TIED DOWN.</i></p> <p><i>R</i></p> <p><i>Paul 321.00 09/07/2012 CK 1033</i></p>			

<b>Total</b>	<b>\$754.35</b>
--------------	-----------------

**CONTRACT FOR THE ESTABLISHMENT, MANAGEMENT, OPERATION AND CONDUCT OF  
AN ADULT ATHLETIC PROGRAM BETWEEN THE CITY OF ARCADIA, FLORIDA AND  
DESOTO COUNTY ADULT ATHLETIC ASSOCIATION, INC.**

This agreement entered into this 5<sup>th</sup> day of APRIL 2011, by and between the City of Arcadia, Florida, hereinafter referred to as "City", and DeSoto County Adult Athletic Association, Inc., hereinafter referred to as "Association".

**WITNESSETH THAT:**

**WHEREAS** the City of Arcadia, Florida desires to further the creation, establishment, maintenance, management and conduct of an adult athletic program for adults of DeSoto County, and

**WHEREAS** the Association is a corporation not for profit organized under the State of Florida for the purpose of, and having as its general nature and objects the organization of an adult athletic program in DeSoto County, Florida to promote and encourage sports, recreation and sociability, to manage and conduct games, sporting events, and promote and contribute to the physical and normal well-being and development of such adults;

**NOW THEREFORE** it is understood and agreed between the parties as follows:

The Association agrees:

1. That any player, coach, or manager involved in any physically-violent act toward another player, coach or manager (including teammates) or league officials (umpires, scorekeepers, and board members) will be immediately banned from any further participation the D.C.A.A. activities or on City of Arcadia property. This includes a minimum of a one-year suspension from any A.S.A. activities. Players, coaches, or managers will be permitted to appeal their suspension to the Association.
2. To assume full responsibility for the conduct, organization, establishment, creation, maintenance and conduct of an adult athletic program extended to all adults of DeSoto County.
3. That it shall not, based on race, color, religion, sex, or national origin, exclude from participation, deny the benefits of such program, or discriminate against any participant, spectator, coach or player in the conduct of such program.
4. (a) That it shall endeavor in all ways possible so to conduct its activities carried on in furtherance of this program on City property or elsewhere so as not to endanger any person and shall indemnify and hold harmless the City of Arcadia, its officers, agents and employees, from any and all claims of any kind occasioned wholly or in part by the acts or omissions of the Association, its officials, agents, employees, volunteer help, guests, patrons or any person admitted to program activities, either as a participant or spectator, to City premises while they are used by or under the control of the Association. The Association hereby assumes full responsibility for the character, acts, and conduct of all persons admitted to City premises by consent of the Association, its officers, employees, or agents. The Association agrees to indemnify and save the

City harmless from and against any loss, damage or liability occasioned from or growing out of or arising from any default hereunder or any tortuous or negligent act upon the part of the Association, the Association's agents, employees, or members.

(b) That it will, at its own expense, at all times during the term of this Lease, maintain in force a policy or policies of insurance which will name the City as additional insured against liability for injury to or death of persons or loss or damage to their property occurring in or about the demised premises. The liability under such insurance shall be not less than One Million dollars (\$1,000,000.00) for any one person injured or killed, One Million Dollars (\$1,000,000.00) for any one accident, and One Hundred Thousand Dollars (\$100,000.00) for property damage.

(c) That it will, simultaneously with the execution of this Lease, deliver to the City an endorsement to the Association's insurance policy showing the City as additional insured. Such endorsement shall provide for forty-five (45) days notice to the City in the event of cancellation.

5. That it will at all times comply with all laws, statutes, ordinances, rules or regulations of the United States Government, the State of Florida, the City of Arcadia and any department or agency thereof.
6. That it shall use the City property hereafter placed at its disposition only for promotion, practices, and play of organized adult athletic activities and shall not use or permit the use of the City premises for any other purpose or for any immoral, objectionably or unlawful acts. All athletic activities organized, sponsored and conducted on City property under this program shall be approved in advance by the City of Arcadia.
7. To publish as broadly as possible throughout DeSoto County, notice of its sponsored athletic activities to be held on City premises.
8. To pay \$40.00 per day, per field for weekend and holiday tournaments or special activities other than scheduled games.
9. That it will be fully responsible for repairing any property damaged during any Association-sponsored activities held on City property. The Association further agrees that it shall be responsible for repair and/or replacement of scoreboards as needed.
10. That it shall pay all electricity costs for ball field lighting and concession building electric service in connection with association-sponsored activities; however, the City shall be responsible for the first \$2,000.00 for such charges on an annual basis. The City shall invoice the association monthly for such charges and shall apply a \$2,000.00 credit to the association's account on may 1, of each year of this Agreement. After the \$2,000.00 credit is exhausted, the association shall remit payment in full for all such charges to the City with 30 days following receipt of the invoice.
11. To manage schedules of fields 1-5 and to submit a schedule of planned activities each month to the City thus avoiding conflicts with other organizations that may seek use. The Association's written schedule shall be delivered to the City no later than the 15th day of the month preceding the month during which the activity is scheduled to occur. After that date, the

Association may request additional dates from the City on a first-come, first-served basis (i.e., with the same priority as any third party requests for the use of the fields).

12. That it will provide general maintenance of the fields at no cost to the City, including but not limited to care of the fields, repairs, painting, leveling fields, and lining the fields.

The City of Arcadia, Florida agrees:

1. It shall reserve the use of Adult Softball Fields including the restroom and concession facilities together, with the right and privilege to sell food and non-alcoholic beverages during approved Association-sponsored activities.
2. To provide electricity (up to \$2,000.00 in costs per year) and to provide water and sewer for facilities used to conduct Association activities.

#### **TERM OF AGREEMENT**

The term of the Agreement shall be from 4-5-11 until and including 4-5-14

#### **TERMINATION**

At all times during the term of the Agreement, the City Council of Arcadia, Florida shall have the right, at any time they determine within their sole discretion that such adult athletic program is not being conducted to their satisfaction or in the best interest of the adults of the City of Arcadia and DeSoto County, Florida, to terminate this Agreement, to decline further use of City properties, and cease the City's sponsorship of such program upon the giving of thirty (30) days written notice to the Association's program director or executive officer of such termination, except that such termination shall not interrupt an approved league schedule already in progress.

(remainder of page intentionally blank)

NOTICES

Any notice given by one party to the other in connection with this Agreement shall be in writing and shall be sent via U.S. mail, postage prepaid:

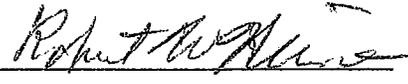
To the City: City of Arcadia  
Attn: City Administrator  
23 N. Polk Avenue  
Arcadia, FL 34266

To the Association: DeSoto County Adult Athletic Association, Inc.  
Attn: Eva Lowe  
4919 SW Shores Ave  
Arcadia Florida 34210

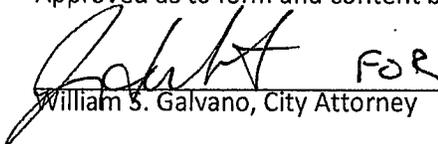
ATTEST:

City of Arcadia, Florida

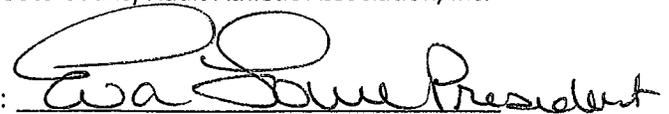
  
\_\_\_\_\_  
Dana L.S. Williams, CMC, City Recorder

By:   
\_\_\_\_\_  
Robert W. Heine, Mayor

Approved as to form and content by:

  
\_\_\_\_\_  
William S. Galvano, City Attorney

DeSoto County Adult Athletic Association, Inc.

By:   
\_\_\_\_\_  
Its President/Vice President

Printed Name: Eva Lowe

**CERTIFICATE OF INSURANCE**

8/1/2011

**NORTH EAST BROKERAGE**  
New York, NY 10010

THIS CERTIFICATE IS ISSUED AS A METTER OF

**COMPANIES AFFORDING COVERAGE**

MID FLORIDA YOUTH FOOTBALL AND CHEERLEADING  
CONFERENCE INC AND ITS MEMBERS AS LISTED.  
P.O. Box 3221 Winter Haven, FL 33885

COMPANY LETTER	A	LEXINGTON INSURANCE CO #19437
COMPANY LETTER	B	AIU INSURANCE COMPANY #19399
COMPANY LETTER	C	

**COVERAGES**

THIS IS TO CERTIFY THAT THE POLICIES OF THE INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR

CO. LTR.	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	<input checked="" type="checkbox"/> Commercial General Liability <input type="checkbox"/> Claims Made <input checked="" type="checkbox"/> Occur. <input type="checkbox"/> Owner's & Contractors Prot <hr/>	BINDER61311W	6/13/2011	6/13/2012	General Aggregate	\$ 3,000,000
					Products-Comp/Os Aggregate	\$ 1,000,000
					Personal & Advertising Injury	\$ 1,000,000
					Each Occurrence	\$ 1,000,000
					Fire Damage (Any one Fire)	\$ 100,000
					Medical Expenses (Any one perso	\$ 5,000
					Participant Legal Liability	\$ 25,000
	Automobile Liability <input type="checkbox"/> Any Auto <input type="checkbox"/> All Owned Autos <input type="checkbox"/> Scheduled Autos <input type="checkbox"/> Hired Autos <input type="checkbox"/> Non-owned Autos				Combined Single Limit	
					Bodily Injury (per person)	
					Bodily Injury (Per accident)	
					Property Damage	
	<b>EXCESS LIABILITY</b>					
	Worker's Compensation and Employers' Liability					
A	Participant Liability	BINDER61311W	6/13/2011	6/13/2012	AD & D	\$ 10,000
					Primary Medica	\$ 25,000
					Excess Medical	\$ 75,000
					Weekly Indemni	x NC

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS

CERTIFICATE HOLDER IS INCLUDED AS ADDITIONAL INSURED AS ADDITIONAL INSURED AS RESPECTS TO NAMED INSURED OPERATIONS.

SPORTS: TACKLE FOOTBALL AND CHEERLEADING AGES 18 AND UNDER

<b>CERTIFICATE HOLDER</b>	<b>CANCELLATION</b>
Richard Bowers Field 1175 SW Hillsbrough Ave Arcadia Florida 34266	SHOULD ANY OF THE ABOVE DESCRIBED POLICES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF. THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.
	AUTHORIZED REPRESENTATIVE <i>Jessica Zimmerman</i>

**CERTIFICATE OF INSURANCE**

8/1/2011

**NORTH EAST BROKERAGE**  
New York, NY 10010

THIS CERTIFICATE IS ISSUED AS A METTER OF

**COMPANIES AFFORDING COVERAGE**

**MID FLORIDA YOUTH FOOTBALL AND CHEERLEADING CONFERENCE INC AND ITS MEMBERS AS LISTED.**  
P.O. Box 3221 Winter Haven, FL 33885

COMPANY LETTER	A	LEXINGTON INSURANCE CO #19437
COMPANY LETTER	B	AIU INSURANCE COMPANY #19399
COMPANY LETTER	C	

**COVERAGES**

THIS IS TO CERTIFY THAT THE POLICIES OF THE INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR

CO. LTR.	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	<input checked="" type="checkbox"/> Commercial General Liability <input type="checkbox"/> Claims Made <input checked="" type="checkbox"/> Occur. <input type="checkbox"/> Owner's & Contractors Prot	BINDER61311W	6/13/2011	6/13/2012	General Aggregate	\$ 3,000,000
					Products-Comp/Os Aggregate	\$ 1,000,000
					Personal & Advertising Injury	\$ 1,000,000
					Each Occurance	\$ 1,000,000
					Fire Damage (Any one Fire)	\$ 100,000
					Medical Expenses (Any one perso	\$ 5,000
					Participant Legal Liability	\$ 25,000
	Automobile Liability <input type="checkbox"/> Any Auto <input type="checkbox"/> All Owned Autos <input type="checkbox"/> Scheduled Autos <input type="checkbox"/> Hired Autos <input type="checkbox"/> Non-owned Autos				Combined Single Limit	
					Bodily Injury (per person)	
					Bodily Injury (Per accident)	
					Property Damage	
	<b>EXCESS LIABILITY</b>					
	Worker's Compensation and Employers' Liability					
A	Participant Liability	BINDER61311W	6/13/2011	6/13/2012	AD & D	\$ 10,000
					Primary Medica	\$ 25,000
					Excess Medical	\$ 75,000
					Weekly Indemni	x NC

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS

**CERTIFICATE HOLDER IS INCLUDED AS ADDITIONAL INSURED AS ADDITIONAL INSURED AS RESPECTS TO NAMED INSURED OPERATIONS.**

**SPORTS: TACKLE FOOTBALL AND CHEERLEADING AGES 18 AND UNDER**

**CERTIFICATE HOLDER**

**CANCELLATION**

City of Arcadia  
Parks and Recreation  
185 W Winfred St  
Arcadia, FL 34266

SHOULD ANY OF THE ABOVE DESCRIBED POLICES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF. THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

*Jessica Zimmerman*

**CERTIFICATE OF INSURANCE**

8/1/2011

**NORTH EAST BROKERAGE**  
New York, NY 10010

THIS CERTIFICATE IS ISSUED AS A METTER OF

COMPANIES AFFORDING COVERAGE

MID FLORIDA YOUTH FOOTBALL AND CHEERLEADING  
CONFERENCE INC AND ITS MEMBERS AS LISTED.  
P.O. Box 3221 Winter Haven, FL 33885

COMPANY LETTER	A	LEXINGTON INSURANCE CO #19437
COMPANY LETTER	B	AIU INSURANCE COMPANY #19399
COMPANY LETTER	C	

**COVERAGES**

THIS IS TO CERTIFY THAT THE POLICIES OF THE INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR

CO. LTR.	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	<input checked="" type="checkbox"/> Commercial General Liability <input type="checkbox"/> Claims Made <input checked="" type="checkbox"/> Occur. <input type="checkbox"/> Owner's & Contractors Prot  	BINDER61311W	6/13/2011	6/13/2012	General Aggregate \$ 3,000,000
					Products-Comp/Os Aggregate \$ 1,000,000
					Personal & Advertising Injury \$ 1,000,000
					Each Occurance \$ 1,000,000
					Fire Damage (Any one Fire) \$ 100,000
					Medical Expenses (Any one perso) \$ 5,000
					Participant Legal Liability \$ 25,000
	Automobile Liability <input type="checkbox"/> Any Auto <input type="checkbox"/> All Owned Autos <input type="checkbox"/> Scheduled Autos <input type="checkbox"/> Hired Autos <input type="checkbox"/> Non-owned Autos				Combined Single Limit
					Bodily Injury (per person)
					Bodily Injury (Per accident)
					Property Damage
	<b>EXCESS LIABILITY</b>				
	Worker's Compensation and Employers' Liability				
A	Participant Liability	BINDER61311W	6/13/2011	6/13/2012	AD & D \$ 10,000
					Primary Medica \$ 25,000
					Excess Medical \$ 75,000
					Weekly Indemni x NC

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS

CERTIFICATE HOLDER IS INCLUDED AS ADDITIONAL INSURED AS ADDITIONAL INSURED AS RESPECTS TO NAMED INSURED OPERATIONS.

SPORTS: TACKLE FOOTBALL AND CHEERLEADING AGES 18 AND UNDER

**CERTIFICATE HOLDER**

**CANCELLATION**

Desoto County School Board  
304 West Imogene St. Arcadia, FL. 34266

SHOULD ANY OF THE ABOVE DESCRIBED POLICES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF. THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

**AUTHORIZED REPRESENTATIVE**

*Jessica Zimmerman*

**CERTIFICATE OF INSURANCE**

8/1/2011

**NORTH EAST BROKERAGE**  
New York, NY 10010

THIS CERTIFICATE IS ISSUED AS A METTER OF

**COMPANIES AFFORDING COVERAGE**

**MID FLORIDA YOUTH FOOTBALL AND CHEERLEADING CONFERENCE INC AND ITS MEMBERS AS LISTED.**  
P.O. Box 3221 Winter Haven, FL 33885

COMPANY LETTER	A	LEXINGTON INSURANCE CO #19437
COMPANY LETTER	B	AIU INSURANCE COMPANY #19399
COMPANY LETTER	C	

**COVERAGES**

THIS IS TO CERTIFY THAT THE POLICIES OF THE INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR

CO. LTR.	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	<input checked="" type="checkbox"/> Commercial General Liability <input type="checkbox"/> Claims Made <input checked="" type="checkbox"/> Occur. <input type="checkbox"/> Owner's & Contractors Prot	BINDER61311W	6/13/2011	6/13/2012	General Aggregate	\$ 3,000,000
					Products-Comp/Os Aggregate	\$ 1,000,000
					Personal & Advertising Injury	\$ 1,000,000
					Each Occurance	\$ 1,000,000
					Fire Damage (Any one Fire)	\$ 100,000
					Medical Expenses (Any one perso	\$ 5,000
					Participant Legal Liability	\$ 25,000
	Automobile Liability <input type="checkbox"/> Any Auto <input type="checkbox"/> All Owned Autos <input type="checkbox"/> Scheduled Autos <input type="checkbox"/> Hired Autos <input type="checkbox"/> Non-owned Autos				Combined Single Limit	
					Bodily Injury (per person)	
					Bodily Injury (Per accident)	
					Property Damage	
	<b>EXCESS LIABILITY</b>					
	Worker's Compensation and Employers' Liability					
A	Participant Liability	BINDER61311W	6/13/2011	6/13/2012	AD & D	\$ 10,000
					Primary Medica	\$ 25,000
					Excess Medical	\$ 75,000
					Weekly Indemni	x NC

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS

CERTIFICATE HOLDER IS INCLUDED AS ADDITIONAL INSURED AS ADDITIONAL INSURED AS RESPECTS TO NAMED INSURED OPERATIONS.

SPORTS: TACKLE FOOTBALL AND CHEERLEADING AGES 18 AND UNDER

**CERTIFICATE HOLDER**

Desoto County Board of County Commissioners  
201 E Oak St. Arcadia, FL. 34266

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF. THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

*Jessica Zimmerman*



## MEMORANDUM

TO: Arcadia City Council

FROM: Judi Jankosky, City Administrator 

DATE: September 26, 2012

SUBJECT: Arcadia Ballfields

DCAAA is requesting to construct a metal roofover for each set of bleachers and an open metal roofover in order to provide a cookout area at the Arcadia Ballfields. Attached are an example of the plans and material list being proposed. As this proposed construction is on City property City Council needs to make the decision on the request.

It needs to be brought to Councils attention that there have been some ongoing issues with scheduling of the fields. Item 11 of the contract between the City and DCAAA states that a schedule of activities will be submitted each month to the City by the 15<sup>th</sup> of the preceding month thus avoiding conflicts with other organizations that may seek use. For a long while the City received no schedules, not from a lack of asking, which then item 11 states if a schedule is not received by the 15<sup>th</sup> of the preceding month the reservation of the fields is a first come, first served basis. Another organization called and requested use of some of the fields for training last winter/spring which ultimately created some conflicts; however, no schedule was submitted to the City thus the fields were available. This did not go over well with DCAAA but the City had no notice of scheduled events and had every right to reserve the fields for another organization. The latest schedule the city received was for September 2012. As no schedule for October 2012 has been received the reservations of the fields are currently a first come, first served basis for October. If someone were to call the City today the City would have the right to reserve any or all of the fields for anyone else thus blocking DCAAA from their scheduled activities. I am sure the City does not want to see DCAAA not utilize the fields but it is very important that staff receive a monthly schedule of dates and times so scheduling conflicts do not occur.

Attached is the last schedule the City received. Also, DCAAA has been asked on several occasions to provide not only the day but the times during those days. The attached schedule essentially shows 24 hour days as being utilized and that is just not the case.

The City has also received complaints that DCAAA has stated the fields are for their use only. Again, this is not the case and a more detailed schedule is requested.

It may be important that DCAAA understands that if they construct these roofovers they may be doing it for another organization if they do not submit a schedule of activities as the contract requires.

**CITY OF ARCADIA ZONING/UTILITY CLEARANCE REQUEST**

Please allow a minimum of 48 business hours before calling to check on status

Property Owner's Name City of Arcadia Date 9-14-12

Parcel (Tax ID) Number 303725 0A0012900000 Parcel square footage \_\_\_\_\_

Property physical address N Arcadia Ave

Is the request for a principal structure or accessory structure? \_\_\_\_\_

Mailing address PO Box 351 City Arcadia State FL Zip 34265

Contact person's name Tara Cullen Phone 863 494 1678

Fax ( ) \_\_\_\_\_ Email aceshed@embargmail.com

Detailed description of the permit being requested (examples: new construction, window replacement, shed, carport, roof, additions, demolition of which structure)?

**Required documents: Site plan (must include all existing structures and proposed structures, any wells or septic tanks, setbacks, separation distances) and Property Card from www.desotopa.com**

**NOTICE**

All zoning determinations prepared by the Zoning Department are based on the Code of Ordinances as amended and adopted by the City Council and pertain to properties located in the incorporated areas of the City of Arcadia. The Code Enforcement Department in conjunction with the Zoning Department enforces the Code of Ordinances but has no authority to deviate from them. Appeals should be made to the proper governing body. Federal Law requires that a flood insurance policy be obtained as a condition of a federally backed mortgage or loan for buildings in a Special Flood Hazard Area as deemed on the FIRM (Flood Insurance Rate Map). It is up to the Lender to determine whether flood insurance is required for the property.

\$45 Fee Paid: \_\_\_\_\_ Date \_\_\_\_\_

Zoning District \_\_\_\_\_ Property is conforming size for zoning? Yes \_\_\_\_\_ No \_\_\_\_\_

Principal Structure Setbacks: Front Yard \_\_\_\_\_ Side Yard \_\_\_\_\_ Rear Yard \_\_\_\_\_ Side Street Yard \_\_\_\_\_

Accessory Structure Setbacks: Front Yard \_\_\_\_\_ Side Yard \_\_\_\_\_ Rear Yard \_\_\_\_\_ Side Street Yard \_\_\_\_\_  
Between Structures \_\_\_\_\_

Flood Zone: \_\_\_\_\_ Elevation Certificate Needed \_\_\_\_\_ No-Rise Certificate Needed \_\_\_\_\_

Is parcel within Historic District: Yes \_\_\_\_\_ No \_\_\_\_\_ Certificate of Appropriateness required \_\_\_\_\_ Date Received \_\_\_\_\_

Backflow Preventer Needed: \_\_\_\_\_ Water/Sewer Tap Required: \_\_\_\_\_ Existing or Connection/Tap Fee Attached \_\_\_\_\_

All of the City of Arcadia zoning regulations and utility inspections have been reviewed and completed. A Certificate of Appropriateness has been obtained if required.

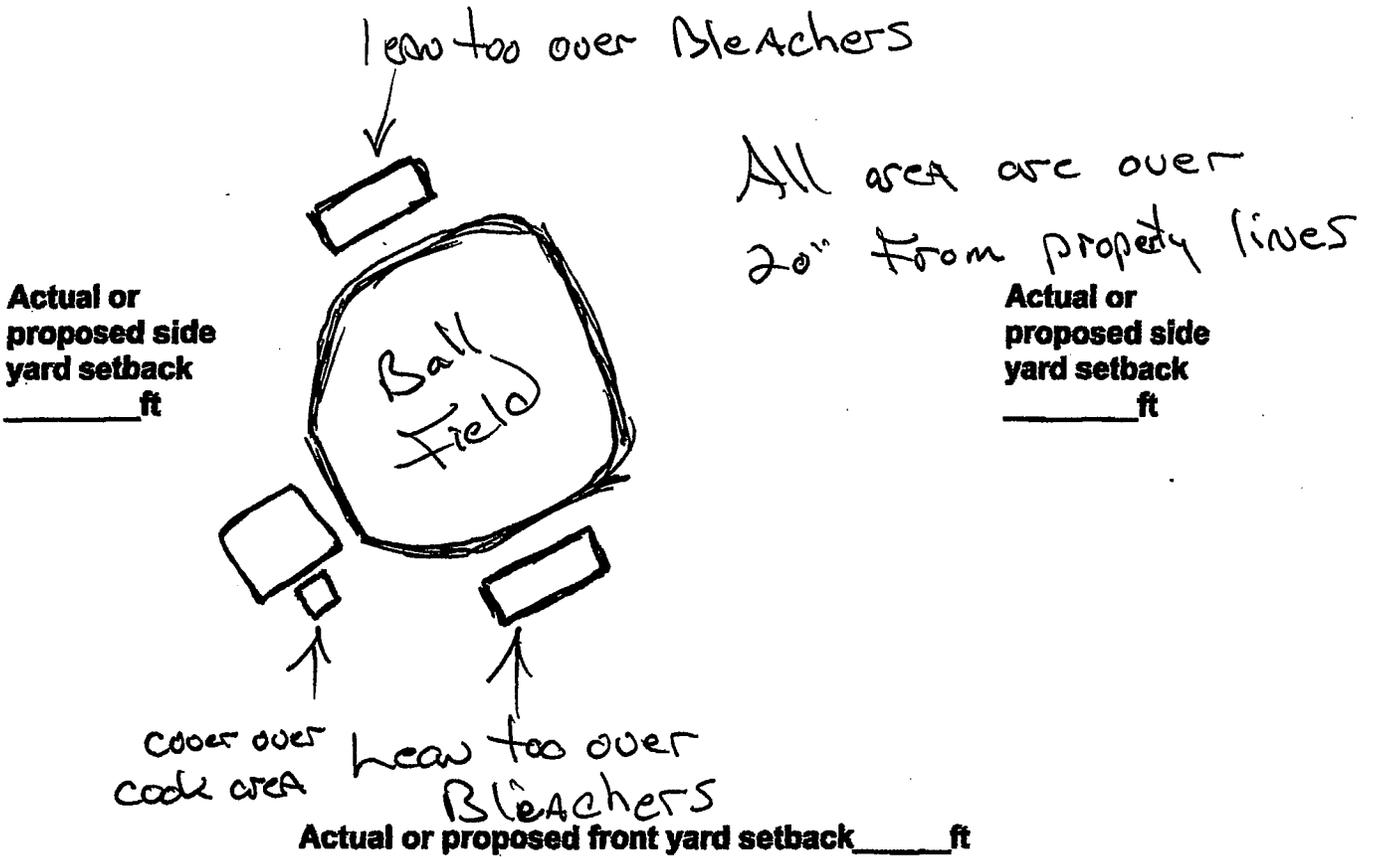
Zoning/Utility Clearance Request Approved: \_\_\_\_\_ Date \_\_\_\_\_

**SITE PLAN**

Indicate the location of all existing and proposed buildings and structures on this property. Show location of existing and proposed driveways, street parking, and any wells or septic tanks. You MUST show, in feet, the distance from each of the buildings and structures to the property lines AND to any other buildings or structures.

**Rear of Property**

Actual or proposed rear yard setback (distance from buildings/structures to rear property line)  
\_\_\_\_\_ft



**FRONT OF PROPERTY IS DEEMED TO BE THE STREET/ACCESS SIDE OF PROPERTY**

Width of lot in feet \_\_\_\_\_ Depth of lot in feet \_\_\_\_\_

**SITE PLAN**

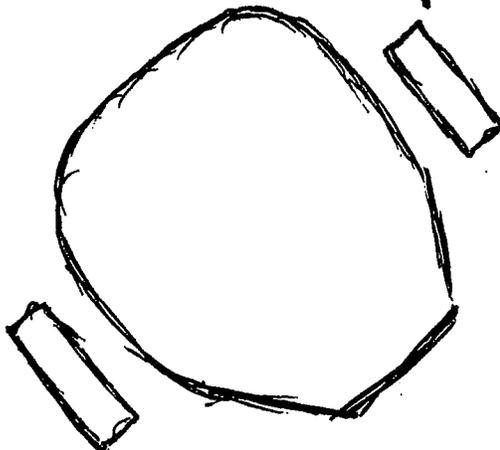
**Indicate the location of all existing and proposed buildings and structures on this property. Show location of existing and proposed driveways, street parking, and any wells or septic tanks. You MUST show, in feet, the distance from each of the buildings and structures to the property lines AND to any other buildings or structures.**

**Rear of Property**

**Actual or proposed rear yard setback (distance from buildings/structures to rear property line)**  
\_\_\_\_\_ft

*All area are over 20' From property lines  
lean too over Bleachers*

**Actual or proposed side yard setback**  
\_\_\_\_\_ft



**Actual or proposed side yard setback**  
\_\_\_\_\_ft

*lean too over bleachers*

**Actual or proposed front yard setback** \_\_\_\_\_ft

**FRONT OF PROPERTY IS DEEMED TO BE THE STREET/ACCESS SIDE OF PROPERTY**

**Width of lot in feet** \_\_\_\_\_ **Depth of lot in feet** \_\_\_\_\_



# USA STEEL BUILDINGS, Inc.



16398 FANCY GAP HIGHWAY • CANA, VA 24317

Local: 276-755-2030

Toll Free: 800-998-2534

Fax: 276-755-2014

Ace sheds

863 494 1678

9-14-12

DEALER NAME

DEALER PHONE NUMBER

DATE

COUNTY Desoto

CUSTOMER NAME DCYA - Jim Space Park

ADDRESS Acadia Ave City Acadia State FL Zip 34266

PHONE (DAY) (EVENING) Other

Carport Size 1-10x15 4-12x26 Leg Height Ga.  14  12

Top Color

Trim Color

Option Features lean toos

Mike 990 7435

CHECK BOX FOR BARN STYLE

REGULAR STYLE  BOX EAVE  VERTICAL ROOF  VERTICAL SIDES / ENDS

ELECTRICITY AVAILABLE YES  NO  INST. CEMENT  GROUND  OTHER

Customer responsible for obtaining local permits, covenant searches, right of way or setback restrictions. Please inform the installer of any underground cables, gas lines, or any other utility lines. USA Steel Buildings, Inc. will not be held responsible for any damage to the previously mentioned utilities. Unlevel lot voids warranty. USA Steel Buildings, Inc. will not be responsible for down payment refunds.

## Lot Must Be Level

Or unit will be installed "AS IS" on lot.

**Customer Service Will Contact (YOU)  
For An Appointment**

Any installation concerns must be reported within 30 days to USA Steel Buildings, Inc. USA Steel Buildings, Inc. is not liable for any damage as a result of any inclement weather.

Customer expressly agrees that the carport/garage shall remain property of USA Steel Buildings, Inc. until payment is made in full. This does not relieve the customer from liability for specific performance of the contract, including legal fees and court costs, at the seller's option. USA Steel Buildings, Inc. reserves the right to cancel any order. Prices subject to change.

**NOTE: FRAMES ON ALL BUILDINGS ARE 20', 25', 30', 35', 40', ETC., IN LENGTH. HORIZONTAL PANEL ROOFS HAVE A 6" ROOF OVERHANG ON FRONT AND BACK. VERTICAL ROOFS DO NOT HAVE OVERHANG ON FRONT OR BACK. BASE PRICE REFLECTS HORIZONTAL ROOF UNITS.**

I have read and completely understand the above information and give my approval for installation of the above listed unit.



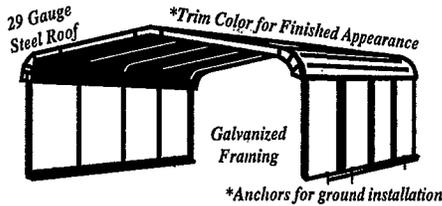
(Customer Signature)

Balance to be paid in full at time of completion of building, to USA Steel Buildings, Inc. by Cashiers Check, Money Order, Visa, Master Card or Discover Card. NO CASH OR PERSONAL CHECKS PLEASE! No refunds on Special Orders or Down Payments!

With Customer present at time of installation, customer will sign below to signify acceptance of unit.

CUSTOMER SIGNATURE \_\_\_\_\_

INSTALLER SIGNATURE \_\_\_\_\_



### Option Features

14 gage	
1-10x15	845.00
7-16 legs	
12 gage	
4-12x26	6180.00
11-10 legs	
4x26	360.00
panels	
	7385.00
5% discount	369.25
Price	7015.75
Co. Tax	ex
St. Tax	
TOTAL	7015.75
10% DOWN PAYMENT BEFORE TAX	
BALANCE DUE	

PAY NO MORE THAN 10% TO DEALER AT TIME OF PURCHASE

DATE / /

FL Lic. # SCC131151034

Cashiers Check  Money Order

08/12

Desoto County Adult Athletic Association

September 2012

Field 1

S	M	T	W	T	F	S	
		Shockers					1
2	3	X <sup>4</sup>	5	X <sup>6</sup>	7	X <sup>8</sup>	
X <sup>9</sup>	10	X <sup>11</sup>	12	X <sup>13</sup>	14	X <sup>15</sup>	
X <sup>16</sup>	17	X <sup>18</sup>	19	X <sup>20</sup>	21	X <sup>22</sup>	
X <sup>23</sup>	24	X <sup>25</sup>	26	X <sup>27</sup>	28	X <sup>29</sup>	
X <sup>30</sup>							

Field 2

S	M	T	W	T	F	S	
	DC Youth League						1
→ <sup>2</sup>	→ <sup>3</sup>	→ <sup>4</sup>	→ <sup>5</sup>	→ <sup>6</sup>	→ <sup>7</sup>	→ <sup>8</sup>	
→ <sup>9</sup>	→ <sup>10</sup>	→ <sup>11</sup>	→ <sup>12</sup>	→ <sup>13</sup>	→ <sup>14</sup>	→ <sup>15</sup>	
→ <sup>16</sup>	→ <sup>17</sup>	→ <sup>18</sup>	→ <sup>19</sup>	→ <sup>20</sup>	→ <sup>21</sup>	→ <sup>22</sup>	
→ <sup>23</sup>	→ <sup>24</sup>	→ <sup>25</sup>	→ <sup>26</sup>	→ <sup>27</sup>	→ <sup>28</sup>	→ <sup>29</sup>	

Field 3

S	M	T	W	T	F	S	
	DC Youth League						1
→ <sup>2</sup>	→ <sup>3</sup>	→ <sup>4</sup>	→ <sup>5</sup>	→ <sup>6</sup>	→ <sup>7</sup>	→ <sup>8</sup>	
→ <sup>9</sup>	→ <sup>10</sup>	→ <sup>11</sup>	→ <sup>12</sup>	→ <sup>13</sup>	→ <sup>14</sup>	→ <sup>15</sup>	
→ <sup>16</sup>	→ <sup>17</sup>	→ <sup>18</sup>	→ <sup>19</sup>	→ <sup>20</sup>	→ <sup>21</sup>	→ <sup>22</sup>	
→ <sup>23</sup>	→ <sup>24</sup>	→ <sup>25</sup>	→ <sup>26</sup>	→ <sup>27</sup>	→ <sup>28</sup>	→ <sup>29</sup>	
→ <sup>30</sup>							

Field 4

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

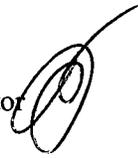
Field 5

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						



## MEMORANDUM

TO: Arcadia City Council

FROM: Judi Jankosky, City Administrator 

DATE: October 10, 2012

SUBJECT: Conveyance of off-site utilities by Casa San Juan Bosco

Casa San Juan Bosco has completed the construction of the first phase of housing on S. Hillsborough. As part of that construction they had to construct approximately one mile of water and sewer line to connect to City services. Casa San Juan Bosco is requesting to convey ownership of the off-site utilities, which does not include the lift station, to the City of Arcadia. Included in your packet is:

- Owner letter of conveyance
- Soil density reports
- Hydrostatic test results
- FDEP release to place water line in service
- FDEP release to place wastewater line in service
- Engineer of record letter of certification for construction deviations
- Desoto County right of way permit
- Release of Liens from suppliers, contractors and subcontractors
- As-built plans are available for viewing in the administration office.

The value of this construction, \$425,719.26, will be added to the City's list of assets.

Per the Development Agreement the Owner, Casa San Juan Bosco, Inc., agrees to warranty material and workmanship for a period of two years following written acceptance of the offsite improvements by the City and will cause the contractor to provide the same warranty to the City. The City is to notify the Owner in writing of a punch list of any deficiencies regarding the warranty of the water and sewer installation prior to the expiration of the two year warranty. The Owner shall remedy the deficiencies listed in the written notification prior to the expiration of the two year warranty. If the City should perform any repair work on the Improvements within the two year warranty period the City will bill the Owner and the Owner agrees to pay the same within ten (10) days of receipt thereof. If said amounts are not paid to the City, the City shall have the right to refuse installation of new service or discontinue existing service until said amounts are paid.

# *Casa San Juan Bosco, Inc.*

October 8, 2012

City Council  
City of Arcadia  
P. O. Drawer 351  
Arcadia, Florida 34265

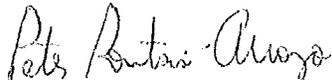
**Re: Casa San Juan Bosco**

Dear Councilmembers:

As owner of the Casa San Juan Bosco project, Casa San Juan Bosco, Inc. respectfully requests that the City of Arcadia accept its conveyance of the off-site utilities installed along S.E. Hillsborough Avenue. This conveyance includes both the water and sewer utility lines, but does not include the lift station. Both the potable water and wastewater systems have been granted final clearance by the Florida Department of Environmental Protection and both systems have passed all other required testing including, but not limited to, fire flow, leaks, pressure, etc. Attached for your review are copies of all test reports, clearances, and permits. The final cost of installing these utilities was \$425,719.69.

Thank you for your consideration on this issue and we look forward to your favorable response.

Sincerely,



**Peter Routsis-Arroyo**  
President



**SOIL DENSITY REPORT - NUCLEAR METHOD - ASTM D 2922**

Project: Casa San Juan Bosco Project #: 11-0679  
 Address: 2316 SW Hillsborough Avenue City: Arcadia Report #: 016  
 Client: Brooks & Freund Date: 04/19/12  
 Permit #: \_\_\_\_\_ Technician: Mike Hopping Test Mode: Direct Transmission

Area Tested: Road Cuts For Sewer & Force Main (Off Site Work) Retest

Soil Description: Crushed Concrete

Proctor Lab #: LBR003 Max Density (PCF): 116 Optimum Moisture (%): 12

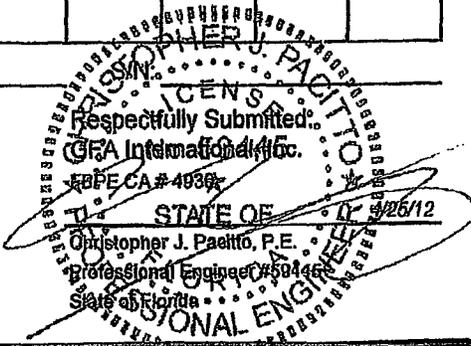
Soil Description: \_\_\_\_\_

Proctor Lab #: \_\_\_\_\_ Max Density (PCF): \_\_\_\_\_ Optimum Moisture (%): \_\_\_\_\_

LOCATION	Probe Depth	Elev	Moist (%)	Dry Density (PCF)	Max Density (PCF)	Opt. Moist (%)	Compaction		
							Attn.	Reqd.	Results
Hillsborough Ave. & Southeast Jefferson Street (Force Main)	12"	BC	8.2	114.6	116	12	99%	98%	Pass
Hillsborough Ave. & Southeast Esmeralda Drive (Force Main)	12"	BC	11.3	115.7	116	12	100%	98%	Pass
Hillsborough Ave. & Southwest Ambra Kay Street (Sewer)	12"	BC	8.1	113.7	116	12	98%	98%	Pass

Manufacturer: Troxler Model: 3430

Legend for Elevation:  
 PR = Proofroll 1,2,3 = 1st, 2nd, 3rd Lift  
 SL = Springline FL = Final Lift  
 SG = Subgrade BG = Below Grade  
 BC = Basecourse BOF = Bottom of Footing  
 TOP = Top of Pipe FG = Finished Grade  
 CP = Curb Pads





### SOIL DENSITY REPORT - NUCLEAR METHOD - ASTM D 2922

Project: Casa San Juan Bosco Project #: 11-0679  
 Address: 2316 SW Hillsborough Avenue City: Arcadia Report #: 019  
 Client: Brooks & Freund Date: 04/24/12  
 Permit #: \_\_\_\_\_ Technician: Mike Hopping Test Mode: Direct Transmission

Area Tested: Road Cuts @ SW Hillsborough Ave. For Force Main & Sewer Crossings

Soil Description: Crushed Concrete

Proctor Lab #: LBR003 Max Density (PCF): 116 Optimum Moisture (%): 12

Soil Description: \_\_\_\_\_

Proctor Lab #: \_\_\_\_\_ Max Density (PCF): \_\_\_\_\_ Optimum Moisture (%): \_\_\_\_\_

LOCATION	Probe Depth	Elev	Moist (%)	Dry Density (PCF)	Max Density (PCF)	Opt. Moist (%)	Compaction		
							Attn.	Reqd.	Results
Southeast Hargrave St -Force Main	12"	BC	9.9	114.3	116	12	99%	98%	Pass
Southeast Olive St - Force Main	12"	BC	7.3	117.7	116	12	101%	98%	Pass
East Heard St - Sewer	12"	BC	9.2	115.6	116	12	100%	98%	Pass
Southeast Adel St - Force Main	12"	BC	7.8	116.9	116	12	101%	98%	Pass
East Lowe St - Sewer	12"	BC	11.7	113.9	116	12	98%	98%	Pass
East Palmetto - Sewer	12"	BC	9.3	115.7	116	12	100%	98%	Pass
Sewer Tap	12"	BC	10.6	117.2	116	12	101%	98%	Pass
Force Main Tap	12"	BC	8.8	115.1	116	12	99%	98%	Pass

Manufacturer: Troxler Model: 3430

**Legend for Elevation:**

PR = Proofroll	1,2,3 = 1st, 2nd, 3rd Lift
SL = Springline	FL = Final Lift
SG = Subgrade	BG = Below Grade
BC = Basecourse	BOF = Bottom of Footing
TOP = Top of Pipe	FG = Finished Grade
CP = Curb Pads	

Respectfully Submitted,  
 Christopher J. Pacilio, P.E.  
 GFA International, Inc.  
 Professional Engineer #59445  
 State of Florida  
 LICENSE # 59445  
 STATE OF FLORIDA  
 PROFESSIONAL ENGINEER

In reference to the Hydrostatic test performed on the ten-inch water main, and the four-inch Force main for the Casa San Juan Bosco project, on 6/12/12, the results are as follows: The water main held at 154 PSI for two hours with no pressure loss. The Force main held at 78 PSI for two hours with no pressure loss. The test was performed by Gulf Coast Underground, and witnessed by City of Arcadia personnel. (Fred Lewis, and Lee Snyder) Passed.

Fred Lewis  
  
City of Arcadia

Utilities Supervisor



Florida Department of  
Environmental Protection  
Southwest District  
13051 North Telecom Parkway  
Temple Terrace, Florida 33637-0926

Rick Scott  
Governor

Jennifer Carroll  
Lt. Governor

Herschel T. Vinyard Jr.  
Secretary

September 5, 2012

Peter Routsis-Arroyo, President  
Casa San Juan Bosco, Inc.  
1000 Pinebrook Road  
Venice, FL 34285  
[prarroyo@dioceseofvenice.org](mailto:prarroyo@dioceseofvenice.org)

Re: Final Clearance  
Project: Casa San Juan Bosco Subdivision  
Permit No.: CS14-0182260-024-DWC/CM  
WWTF: City of Arcadia William Tyson  
County: Citrus

Dear Mr. Routsis-Arroyo:

The Department has received your *Request for Approval to Place a Domestic Wastewater Collection/Transmission System into Operation* [FDEP Form 62-604.300(8)(b)] and supporting documents for the above-referenced project. This project was approved for construction under the permit application number described above, issued on June 13, 2008. The engineer of record certified that this project has been completed to the full extent of the approved plans and specifications, with substantial deviations.

The submitted documents indicate compliance with the clearance procedures identified in Rule 62-604.700, Florida Administrative Code. Therefore, the Department is issuing this letter of release to place the above-referenced domestic wastewater collection/transmission system into service for the subject facility.

You must comply with any changes in applicable laws and regulations that affect operating procedures and/or quality standards, and be aware of and operate under the general conditions included in your permit. General permit conditions are binding upon the permittee and enforceable pursuant to Chapter 403 of the Florida Statutes.

If you have any questions or comments, please contact me at (813) 632-7600, extension 370 or [tammy.mcwade@dep.state.fl.us](mailto:tammy.mcwade@dep.state.fl.us).

Sincerely,

Tammy T. McWade  
Permitting Engineer

cc: Fred Lewis, Utility Department Head, City of Arcadia, [flewis@arcadia-fl.gov](mailto:flewis@arcadia-fl.gov)  
Jeff Earhart, P.E., CPWG, [jeff.earhart@cpwgengineering.com](mailto:jeff.earhart@cpwgengineering.com)



Florida Department of  
Environmental Protection  
Southwest District Office  
13051 North Telecom Parkway  
Temple Terrace, Florida 33637-0926

Rick Scott  
Governor

Jennifer Carroll  
Lt. Governor

Herschel T. Vinyard Jr.  
Secretary

September 10, 2012

Casa San Juan Bosco, Inc.  
Peter Routsis-Arroyo, President  
1000 Pinebrook Road  
Venice, FL 34285  
[prarroyo@dioceseofvenice.org](mailto:prarroyo@dioceseofvenice.org)

Re: Final Clearance  
Project: Casa San Juan Bosco  
FDEP Permit No.: 0077814-033-DSGP  
PWS ID No.: 614-0314  
County: DeSoto

Dear Mr. Routsis-Arroyo:

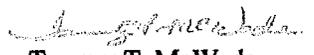
The Department has received your *Certification of Construction Completion and Request for Clearance to Place Permitted PWS Components into Operation* [FDEP Form 62-555.900(9)] and supporting documents for the above-referenced project. This project was approved for construction under the FDEP permit number identified above and completed with substantial deviations, as noted in FDEP Form 62-555.900(9).

The submitted documents indicate compliance with the clearance procedures identified in Rule 62-555.345, Florida Administrative Code (F.A.C.). Therefore, the Department is issuing this letter of release to place the above-referenced water distribution system segment into service.

Please note that public water supply systems must comply with any changes and/or revisions to applicable laws and regulations, which affect operating procedures and/or quality standards.

If you have any questions or comments, please contact me at (813) 632-7600, extension 370, or via email at [tammy.mcwade@dep.state.fl.us](mailto:tammy.mcwade@dep.state.fl.us)

Sincerely,

  
Tammy T. McWade  
Engineering Specialist III  
Water Facilities

cc: Fred Lewis, Utility Department Head, City of Arcadia, [flewis@arcadia-fl.gov](mailto:flewis@arcadia-fl.gov)  
Jeff Earhart, P.E., Manager, CPWG, [jeff.earhart@cpwgengineering.com](mailto:jeff.earhart@cpwgengineering.com)



**CPWVG**  
CRIBB PHILBECK WEAVER GROUP

September 11, 2012

Mr. Matt Miller  
National Development of America, Inc.  
12791 World Plaza Lane, Building 89  
Fort Myers, Florida 33907

RE: **Casa San Juan Bosco Phase 1  
Utility Certification**

This letter is to certify that the potable water system and the wastewater system have been installed substantially in accordance with the plans. Any minor deviations will not affect the operation of the systems.

The Florida Department of Environmental Protection (FDEP) has reviewed the as-builts for both the potable water and the wastewater system and has granted final clearance to begin operation of the systems.

Bacteriological tests were performed on the potable water system and they meet FDEP requirements. Pressure tests were also conducted to determine if the system had any substantial leaks. The tests revealed no evident leaks and exceeded the pressure desired for the test.

A fire flow test was performed on August 28, 2012. The results indicated a 50 psi static pressure and 475 gpm flow rate from the hydrant. The static hydrant during the flow test was at 8 psi. The 475 gpm is generally sufficient for fire flow from one hydrant. Furthermore, a dry stand pipe, connected to the stormwater pond, provides additional fire water.

The wastewater system was also tested for leaks. The gravity system was filled with water and monitored over 24-hours. The water level remained relatively constant, revealing no substantial leaks in the system. A successful pressure test was performed on the sewer force main. Furthermore, a successful lift station start up test was also observed.

If you require any additional information, please call me at 407.677.1012 or email me at [jeff.earhart@cpwvgenineering.com](mailto:jeff.earhart@cpwvgenineering.com).

Sincerely,

  
Jeff Earhart, P.E.  
PE # 49935  
Project Manager



2215 Wembley Place  
Oviedo, FL 32765  
407-677-1012

NOV 16 2011

BY: \_\_\_\_\_

**DESOTO COUNTY  
APPLICATION FOR RIGHT OF WAY PERMIT**

1. Applicant's Name Brooks & Freeman LLC Telephone 239-939-526
2. Mailing Address 5661 INDEPENDENCE CIRCLE, FT MYERS, FL 339
3. Proposed Construction (Check the appropriate boxes)
  - A. Private Driveway-Connecting to a County Road (Physical Address)  
HILLS BROUGH AVE
  - Temporary  Residential  Commercial  
11/7-11
  - B. Utilities (Describe type of utility)  
WATERS & SEWER
  - C. Other (Describe)  
CULVERTS AT ENTRANCE OF PROJECT

**APPROVED**

4. Intended Use \_\_\_\_\_

5. **THE PERMIT WILL BE ISSUED SUBJECT TO THE FOLLOWING CONDITIONS:**

- A. All authorized work will be completed in accordance with this *approved* application, the provisions of the appropriate Land Development Regulations and other applicable regulations.
- B. Public safety and traffic shall be maintained during construction in accordance with the provisions of Section 6 of the Manual of Uniform Traffic Control Devices.
- C. All Applicant's are responsible for the utility locates per F.S. 556.101.
- D. Private driveways, public utilities, and other such improvements permitted herewith which are not intended for direct use by the general public are considered as remaining in private ownership and accommodated within the public right of way or other public areas. The owner of such facilities, or their successors or assigns, shall be responsible for maintaining such facilities in good and safe repair.
- E. This application shall become a permit with the signature of authorization below and shall remain valid 6 months from the effective date.

6. I HEREBY CERTIFY THAT I HAVE MADE APPLICATION FOR THE PERMIT DESCRIBED ABOVE, THAT I HAVE PROPER AUTHORITY AND AUTHORIZATION TO APPLY FOR SUCH PERMIT AND THAT I AGREE WITH THE CONDITIONS OF THE PERMIT.

Date 11-7-11 Signature of Applicant [Signature] Brooks & Freeman  
DEBORAH V. HIRSCH

**TO BE COMPLETED BY OFFICIALS ONLY**

EFFECTIVE DATE OF PERMIT: 12-16-11 OK to Start work

APPROVED BY: [Signature]

SET GRADE DATE: NO Grade's

BY: [Signature]

1<sup>ST</sup> INSPECTION DATE: \_\_\_\_\_

BY: \_\_\_\_\_

FINAL DATE: \_\_\_\_\_

BY: \_\_\_\_\_

WHITE - APPL.

YELLOW - COUNTY

PINK - APPL.

work Done Per Plan



Permit # 2012-1

**CITY OF ARCADIA  
APPLICATION FOR UTILITY CONSTRUCTION PERMIT**

UTILITY CONTRACTOR NAME: Gulf Coast Underground, Inc.

CONTRACTORS LICENSE NUMBER: CUC057169

STREET NAME(S): SW Hillsborough Ave

SUBDIVISION NAME: CASA SAN JUAN BOSCO

DESCRIPTION OF WORK: Underground Utility Installation

No Pavement Cuts  Pavement Cut (Trenching/Test Pits)   
Directional Bore  Aerial

DURATION OF WORK: 250 Calendar Days

ANTICIPATED STARTING DATE: 11/15/11

UTILITY CO. FIELD REPRESENTATIVE NAME & PHONE NUMBER: \_\_\_\_\_

PURPOSE OF REQUEST:	TRAFFIC NOTES/TRAFFIC CONTROL PLAN STATUS:	Standard Index
New Utility Construction <input checked="" type="checkbox"/>	Standard TCP (ROW less than 80') _____	602
Utility Relocation _____	Approved TCP _____	Work will be
Utility Maintenance _____	Site Specific TCP _____	ON R.O.W. not
Utility Abandonment _____	Sidewalk Closure: 15 days or less _____	Than 2' from
House Connection _____	More than 15 days <input checked="" type="checkbox"/>	EOP
Business Connection _____		

The proposed work shall be performed in accordance with the conditions of this permit, subject to the provisions of the City of Arcadia Utility and Street and Road Construction Regulations, Standards, and Specifications. I declare and affirm, under penalty of perjury, that to the best of my knowledge, information and belief all matters and facts in this application are correct.

Applicant's Name/ STEVEN R. Goble (239)851-0153  
Utility Printed Name Phone/Cell  
Representative: [Signature] 10/18/11  
Signature Date

APPROVED: [Signature] 2/7/12 and [Signature] 2/10/12  
Utility Director Date Administration Date

Return to: Utility Director, 23 N. Polk Ave., Arcadia, FL 34266 Phone: 863-494-4114 Fax: 963-494-4712

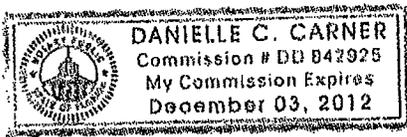
# FINAL WAIVER AND RELEASE OF LIEN

THE UNDERSIGNED LIENOR, IN CONSIDERATION OF THE FINAL PAYMENT IN THE AMOUNT OF  
\$10.00, HEREBY WAIVES AND RELEASES ALL ITS LIEN AND RIGHT TO CLAIM A LIEN FOR LABOR,  
SERVICES OR MATERIALS FURNISHED TO GULF COAST UNDERGROUND, INC.  
ON THE JOB OF CASA SAN JUAN BOSCO RESIDENTIAL HOUSING

DATED ON: August 23, 2012

"PERSONALLY KNOWN TO ME"

Danielle C. Carner



LIENOR'S NAME:

COASTAL PRECAST OF FLORIDA, INC.  
P.O. BOX 370  
ESTERO, FL 33928

BY:

John M. Henderson

PRINTED NAME:

JOHN M. HENDERSON

**NOTE: THIS IS A STATUTORY FORM PRESCRIBED BY SECTION 713.20, FLORIDA STATUTES (1996). EFFECTIVE OCT. 1, 1996, A PERSON MAY NOT REQUIRE A LIENOR TO FURNISH A WAIVER OR RELEASE OF LIEN THAT IS DIFFERENT FROM THE STATUTORY FORM.**

# STATUTORY WAIVER AND RELEASE OF LIEN UPON PROGRESS PAYMENT

(Section 713.20(4) Florida Statutes)

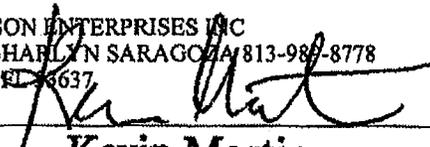
33788-127

The undersigned lienor, in consideration of the progress payment in the amount of \$496.28 hereby waives and releases its lien and right to claim a lien for labor, services or materials furnished through 08/31/12 to GULF COAST UNDERGROUND INC (customer) on the job of CASA SAN JUAN BOSCO INC (owner of the property), to the following described property:

2316 SOUTHEAST HILLSBOROUGH AVENUE, ARCADIA, ALORIDA, CONSTRUCTION OF 53 UNIT APARTMENT BUILDING, INCLUDING ALL SITE IMPROVEMENTS, CASA SAN JUAN BOSCO INC, FOLIO NUMBER 07-38-25-0000-0060-0000, A PORTION OF LAND LYING IN SECTION 7 TOWNSHIP 38 SOUTH RANGE 25 EAST, AND BEING MORE PARTICULARLY DESCRIBED IN NOTICE OF COMMENCEMENT RECORDED AS INSTRUMENT NUMBER 201114016840 PUBLIC RECORDS DESOTO COUNTY, FLORIDA. NOC EXPIRES ON 09/23/12. BOND NUMBER 929505377.

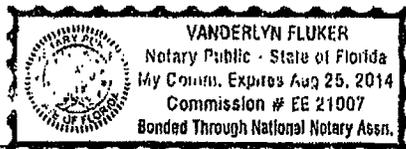
This waiver and release does not cover any retention or labor, services or materials furnished after the date specified.

DATED on OCTOBER 8, 2012

FERGUSON ENTERPRISES INC  
ATTN: SHARLYN SARAGOZA 813-988-8778  
TAMPA FL 33637  
By: 

**Kevin Martin**

Before me, personally appeared, Kevin Martin, the Credit Manager of FERGUSON ENTERPRISES INC, who produced \_\_\_\_\_ as identification or is personally known to me, and who did take an oath, and acknowledged to and before me that he/she executed this instrument for the purposes therein expressed on behalf of said entity, this 8 day of OCTOBER, 2012



  
\_\_\_\_\_  
Notary Public; State of Florida  
My Commission Expires:

PARTIAL WAIVER AND RELEASE OF LIEN

The undersigned Lienor/Claimant, in consideration of the payment in the amount of \$10.00 sufficiency of which is hereby acknowledged, hereby waives and releases its lien and right to claim a lien for labor, services, equipment or materials furnished thru 09/30/2012 to Gulf Coast Underground or any person on that property or job of the Owner, to the following described property:

Job: 1070160CSD  
PROJECT: Casa San Juan Bosco  
DeSoto County, Florida

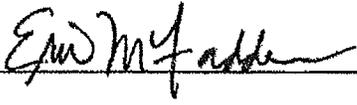
Dated this 5<sup>th</sup> of October, 2012

Lienor/Claimant name: Tincher Concrete Construction, Inc..

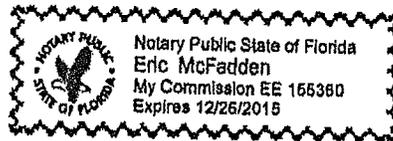
By:   
As its: Agent

STATE OF FLORIDA  
COUNTY OF LEE

SWORN TO AND SUBSCRIBED to before me by Richard Garcia as Agent of Tincher Concrete Construction, Inc. on behalf of the company. He is personally known to me, and did not take an oath, this 5<sup>th</sup> of October, 2012

Signature of Notary 

Notary Stamp/Seal



### WAIVER AND RELEASE OF LIEN UPON FINAL PAYMENT

The undersigned lienor, in consideration of the final payment in the amount of \$10.00 hereby waives and releases its lien and right to claim a lien for labor, services or materials, invoiced to GULF COAST UNDERGROUND on the job of CASA SAN JUAN BOSCO INC (owner), to the following described property:

2316 SE HILLSBOROUGH AVE, ARCADIA; CONSTRUCTION OF 53 UNIT APT BLDG INCLUDING ALL SITE IMPROVEMENTS PARCEL OF LAND LYING IN SECTION 7 TOWNSHIP 38 SOUTH RANGE 25 EAST DESOTO COUNTY FLORIDA MORE PARTICULARLY DESCRIBED IN INSTRUMENT NO: 201114016840;

DATED on AUGUST 23, 2012

FORTILINE INC FKA MSC WATERWORKS CO  
4810 LAREDO AVE  
FORT MYERS FL 33905  
By: *Tom Long*  
TOM LONG  
CREDIT MANAGER

Sworn to and subscribed before me this AUGUST 23, 2012

*Bonja C Robertson*  
Signature of Notary Public  
Commissioned State of Florida



Print, Type or Stamp  
Name of Notary Public

Personally Known XX OR, Produced Identification N/A  
Type of Identification Produced N/A

**NOTE:** This is a statutory form prescribed by Section 713.20, Florida Statutes 1996. Effective October 1, 1996, a person may not require a lienor to furnish a waiver or release of lien that is different from the statutory form.

THE UNDERSIGNED, Lienor/Claimant as an inducement to payment in the amount of \$ 250,228.89 by Brooks & reund, LLC (Contractor), the value, receipt and sufficiency of which being hereby acknowledged, does hereby on its own ehalf and on behalf of its heirs, assigns and successors, as of the Effective Date hereof, freely, knowingly, intentionally and without any undue influence whatsoever, waive, relinquish, release and forever discharge Contractor and any of its sureties nder any applicable surety bond and further does hereby waive, release and forever discharge the following described real roperty to-wit:

Casa San Juan Bosco Residentia  
Housing  
2316 SE Hillsborough Avenue          Arcadia, Fl xxxxx

he Property) from any claim, demand, lien, claim of lien, right of lien, and causes of action at law or equity of any kind hatsoever of Lienor/ Claimant, specifically including, but not limited to, the rights contemplated by Chapters 255 and 713, lorida Statutes, arising out of or by reason of Lienor/Claimant having, directly or indirectly, furnished labor, materials, ervices and/or supplies incorporated or to be incorporated into the Property and any claims for extras, delays, changes and cceleration. Lienor/Claimant further represents that all persons, firms and/or corporations supplying labor, materials, and/or pplies to or through Lienor/Claimant from the beginning of the project through and including the Effective Date hereof, have een paid in full, except those specifically listed by name amount of the reverse side hereof.

Lienor/Claimant by virtue of its initials hereby designated the scope of this Release to be as follows:

     FINAL RELEASE FOR PROJECT: This Lien Release is full, final and complete for all labor, materials, services and/or pplies ever furnished or to be furnished to this Project, whether or not their reasonable value is represented by any amount aid heretofore or paid hereunder.

  X   RELEASE THROUGH EFFECTIVE DATE: This Lien release is full, final and complete for all labor, materials, services id/or supplies (with the exception of applicable retainage) furnished through and including the 31st day August, 2012 whether or not their reasonable value is represented by any amount paid heretofore or aid hereunder.

The undersigned further represents that all materials and/or supplies furnished are new and of good quality, and free from ects and are in accordance with any applicable plans and specifications and all state, local, county and federal rules, gulations, codes and ordinances and all work has been performed in a workmanlike manner.

The undersigned expressly acknowledged, having read and understood all provisions and effects of this Release, and rther expressly acknowledges authorization and authority to execute this instrument on behalf of Lienor/Claimant.

Executed by Lienor/Claimant this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_\_.

\_\_\_\_\_  
itness

Gulf Coast Underground, Inc.

\_\_\_\_\_  
itness

OR

STATE OF Florida

[Signature]  
(Signature)

COUNTY OF Lee

The foregoing instrument was acknowledged before me this 24th day of September, 2012 by Steven R. Goble, President, (Name & Title) of Gulf Coast Underground, Inc. (Name Firm) on behalf of said firm. He/she is personally know to me or has produced identification and did (did not) take an oath.

Danielle C. Carner  
Notary Public Signature

My Commission Expires:

Danielle C. Carner  
(Print Name)



RESOLUTION 2012-18

A RESOLUTION APPOINTING MAYOR, DEPUTY MAYOR AND PRESIDING OFFICERS; SETTING TERM OF OFFICE.

IT IS HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF ARCADIA, FLORIDA:

SECTION 1: That City Councilmember Keith Keene be appointed to the Office of Mayor of the City of Arcadia, Florida and Presiding Officer of the City Council.

SECTION 2: That City Councilmember Robert Heine be appointed to the Office of Deputy Mayor of the City of Arcadia, Florida and Presiding Officer of the City Council.

SECTION 3: That said Appointees are hereby charged with all powers, duties, functions and responsibilities of their respective offices as set forth in the Charter and Ordinances of the City of Arcadia, Florida.

SECTION 4: That their term of Office shall be from the date of the Resolution through the end of Fiscal Year 2013 or until their successors are appointed.

SO DONE THIS 2nd DAY OF OCTOBER 2012.

\_\_\_\_\_  
Keith Keene

\_\_\_\_\_  
Joseph E. Fink

\_\_\_\_\_  
Robert W. Heine

\_\_\_\_\_  
Alice Frierson

\_\_\_\_\_  
Robert Allen

ATTEST:

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

Reviewed and approved as to form:

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



**CITY OF ARCADIA  
10 YEAR WATER SUPPLY PLAN-RELATED  
COMPREHENSIVE PLAN AMENDMENTS  
OVERVIEW REPORT  
OCTOBER 16, 2012**

---

**TO:** CITY OF ARCADIA CITY COUNCIL

**FROM:** JENNIFER CODO-SALISBURY, PLANNING DIRECTOR  
CENTRAL FLORIDA REGIONAL PLANNING COUNCIL

**SUBJECT:** City-initiated request to amend the Comprehensive Plan, revising the Infrastructure, Conservation, Intergovernmental Coordination and Capital Improvement Elements, based on the 10-Year Water Supply Facilities Work Plan.

**PLANNING AND ZONING ACTION:**

On August 14, 2012, the City of Arcadia Planning and Zoning Board unanimously voted to forward the proposed amendments to the City Council with a recommendation of approval.

**CITY COUNCIL MEETING DATE:**

October 16, 2012 – 6:00 PM  
City of Arcadia City Council Chambers

**ATTACHMENTS:**

Attached for the review of the City Council include:

- Overview Report
- Ordinance 978 with Proposed Comprehensive Plan Amendments relating to Water Supply Planning and the 10 Year Water Supply Plan

## **OVERVIEW REPORT:**

### **BACKGROUND:**

In 2005, the Florida Legislature made significant changes to Chapters 163 and 373, F.S., to strengthen the link between land use and water supply planning. Water supply requirements have been adopted that affect local comprehensive planning programs:

- Ensuring intergovernmental coordination with regional water supply authorities;
- Ensuring that the local government's future land use plan and development approval are based upon the availability of adequate water supplies;
- Identifying and including selected "alternative" water supply projects in the comprehensive plan, consistent with SWFWMD's Regional Water Supply Plan adopted December 2006 and updated in July 2011. Alternative sources include reclaimed water and surface water.

### **SUMMARY:**

A Ten-Year Water Supply Plan has been prepared identifying existing water service providers and water supply facilities in the Arcadia Water Service Area, identifying conservation and reuse practices, and future water needs based on projected population.

Based on the 10 Year Water Supply Plan, amendments to various Elements of the Comprehensive Plan have been drafted. Additional and revised Goals, Objectives, and Policies are included in the Attachment.

### **MOTION OPTIONS:**

Options for motions are listed below.

1. Approval of Ordinance 978 on First Reading for Transmittal to the Florida Department of Economic Development and review agencies for review.
2. Approval of Ordinance 978 with changes on First Reading for Transmittal to the Florida Department of Economic Development and review agencies for review.
3. Denial of Ordinance 978 on First Reading for Transmittal to the Florida Department of Economic Development and review agencies for review.

## ORDINANCE 978

**AN ORDINANCE OF THE CITY OF ARCADIA, FLORIDA, PROVIDING FOR THE AMENDMENT OF THE CITY OF ARCADIA'S COMPREHENSIVE PLAN, REVISING THE INFRASTRUCTURE, CONSERVATION, INTERGOVERNMENTAL COORDINATION, AND CAPITAL IMPROVEMENTS ELEMENTS; AND ADOPTING THE CITY OF ARCADIA'S TEN-YEAR WATER SUPPLY PLAN; PROVIDING FOR TRANSMISSION OF THIS ORDINANCE TO THE FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY FOR REVIEW AND A FINDING OF COMPLIANCE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Sections 163.161 through 163.3215, Florida Statutes, the Community Planning Act, empowers and mandates the City of Arcadia, Florida, (the "City") to plan for future development and growth and to adopt and amend comprehensive plans, or elements or portions thereof, to guide the future growth and development of the City; and

**WHEREAS**, Section 163.3177(6)(c), Florida Statutes, requires local governments, except where specifically exempted, to identify alternative water supply projects and traditional water supply projects and conservation and reuse necessary to meet the water needs within the local government's jurisdiction, and include a work plan, covering at least a 10 year planning period, for building public, private, and regional water supply facilities, including development of alternative water supplies, necessary to serve existing and new development; and,

**WHEREAS**, the City Council (the "Council") of the City has determined that it would be in the best interest of the public health, safety and general welfare of the residents and non-residential water customers of the City to amend the Comprehensive Plan (the "Plan") consistent with the requirements of Section 163.3177(6)(c), Florida Statutes; and,

**WHEREAS**, the Council has determined that it is in the best interest of the public health, safety and general welfare of the residents of the City to amend the Plan consistent with the requirements of Section 163.3184, Florida Statutes, by amending the Capital Improvements Element of the Plan; and

**WHEREAS**, in exercise of its authority the Council has determined it necessary to adopt this amendment to the Plan, which is attached hereto as **Exhibit "A"** and by this reference made a part hereof, to insure that the Plan is in full compliance with the laws of the State of Florida; and

**WHEREAS**, pursuant to Section 163.3184, Florida Statutes, the Council held a meeting and hearing on Ordinance 978, with due public notice having been provided, to obtain public comment, and considered all written and oral comments received during public hearings, including support documents.

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

**Section 1.** The provisions set forth in the recitals to this Ordinance (whereas clauses) are hereby adopted by the Council as the legislative findings and intent pertaining to this Ordinance.

**Section 2.** The City of Arcadia hereby amends the following Elements of its Comprehensive Plan: Infrastructure Element, also known as the Sanitary Sewer, Solid Waste, Drainage; Potable Water, and Natural Groundwater Aquifer Recharge Element; Conservation Element; Intergovernmental Coordination Element; Capital Improvements Element. Said amendments are set forth in **Exhibit "A"** attached hereto and by this reference made a part hereof.

**Section 3.** The basis for adopting the said amendments is the City of Arcadia Ten-Year Water Supply Plan, incorporated herein as **Exhibit "B"**, which is attached hereto and by this reference made a part hereof, said document to be included as Data and Analysis within and supporting the Arcadia Comprehensive Plan.

**Section 4.** This ordinance shall be codified in the Code of Ordinances of the City.

**Section 5.** If any provision of this ordinance is for any reason held to be invalid or unconstitutional by any court of competent jurisdiction, such provision and such holding shall not affect the validity of any other provision, and to that end the provisions of this ordinance are hereby declared severable.

**Section 6.** All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

**Section 7.** The effective date of this plan amendment, if the amendment is not timely challenged, shall be 31 days after the state land planning agency notifies the local government that the plan amendment package is complete. If timely challenged, this amendment shall become effective on the date the state land planning agency or the Administration Commission enters a final order determining this adopted amendment to be in compliance. No development orders, development permits, or land uses dependent on this amendment may be issued or commence before it has become effective. If a final order of noncompliance is issued by the Administration Council, this amendment may nevertheless be made effective by adoption of a resolution affirming its effective status, a copy of which resolution shall be sent to the state land planning agency.

**INTRODUCED AND PASSED** on First Reading the \_\_\_ day of \_\_\_\_\_, 2012.

**PASSED AND DULY ADOPTED**, on Second Reading with a quorum present and voting, by the City Council of Arcadia, Florida, this \_\_\_ day of \_\_\_\_\_, 2012.

**CITY OF ARCADIA, FLORIDA**

ATTEST:

CITY OF ARCADIA, FLORIDA

\_\_\_\_\_  
Virginia S. Haas, City Recorder

By: \_\_\_\_\_  
Keith Keene, Mayor

Approved as to form:

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

Motion made by \_\_\_\_\_, seconded by \_\_\_\_\_

The vote was \_\_\_ for, \_\_\_ against with \_\_\_ abstentions and \_\_\_ absent.

solutions with Desoto County and other neighboring communities to ensure available future water supplies for the City and the region.

**Policy 3.7:** Arcadia shall require applicants for new subdivisions to construct dry or pressurized lines for projects located in areas deemed financially feasible for accommodating water reuse, and the City shall require that reuse water, when available, be used for landscaping throughout the year.

**Policy 3.8:** Arcadia shall require rain sensors or soil moisture sensors to be installed on new irrigation systems to override automatic sprinkler operations when sufficient soil moisture is already present.

**Policy 3.9:** A facilities availability analysis for water will be required to support modification of any future land use designations. The City will analyze future water demand and the available sources to meet this demand. This analysis will include a projection of future water conservation savings and reuse offsets consistent with the adopted Regional Supply Plan of the Southwest Florida Water Management District.

**Add a new Objective 4 and Objective 5 and renumber subsequent Objectives 4 through 6.**

**Objective 4:** *Ensure the Provision of Adequate Water Resources to Meet the Needs of All Residents and Businesses in Arcadia*

**Policy 4.1:** The City of Arcadia shall provide sufficient amounts of safe, high quality water to meet the needs of current and future users through the year 2022.

**Policy 4.2:** The City shall annually assess the performance and effectiveness of its Ten-Year Water Supply Plan and update the status of project development and potential funding sources, consistent with the corresponding SWFWMD Regional Water Supply Plans and the Policies of this Comprehensive Plan in order to maximize the use of existing facilities and provide for future needs.

**Policy 4.3:** The City shall, through its concurrency review process, ensure sufficient sources of water shall be in place, or be scheduled to be in place, to serve new development. Prior to issuance of a building permit, the City shall verify that its water system can provide an adequate supply of potable water to serve a new development or construction by the anticipated date of issuance of a certificate of occupancy or its functional equivalent, signifying that the impact of the development may occur.

**Policy 4.4:** The City shall conserve water resources by continuing to promote that all new development and redevelopment utilize native drought tolerant landscaping, water conserving plumbing fixtures, and efficient irrigation design.

**Policy 4.6:** Where existing agricultural wells are abandoned and plugged upon conversion to urban development, and upon agreement with the Southwest Florida Water Management District, the consumptive use permits shall be transferred to the City.

**Objective 5:** *The City of Arcadia Shall Identify and Develop Alternatives to Traditional Groundwater Sources to Meet Future Water Needs*

**Policy 5.1:** In addition to groundwater, the City's future water needs shall be supplied from a variety of alternative sources, including reclaimed water and surface water where permitted and State regulated.

## II. CONSERVATION ELEMENT AMENDMENTS:

The following amendments are proposed to the Conservation Element to the City of Arcadia Comprehensive Plan based on the Water Supply Facilities Work Plan.

***Objective 2:*** *Arcadia will conserve, appropriately use and protect the quality and quantity of surface and ground water throughout the planning period.*

**Policy 2.1:** The City of Arcadia shall cooperate with the Southwest Florida Water Management District to identify cones of influence, water recharge areas and develop a comprehensive wellhead protection program. The program shall include provisions to restrict incompatible uses and substances found on the Florida Substance list known to have adverse effects on water quality and quantity. Arcadia shall request funding assistance from the SWFWMD to accomplish this. However, as an interim measure between plan adoption and SWFWMD's potable waterwell cone of influence designation, Arcadia shall establish a ~~400~~ 500 ft. radius from the base of a potable waterwell as a cone of influence. The first 200 foot radius shall be a zone of exclusion, where no development activities, with the exception of the lowest density residential land uses, will be permitted. Within the remainder of the wellhead protection area, the following will be prohibited: landfills; facilities for bulk storage, handling or processing of materials on the Florida substance list; activities that require the storage, use, handling, production or transportation of restricted substances, agricultural chemicals, petroleum products, hazardous toxic waste, medical waste, or similar substances; feed lots or other commercial animal facilities; wastewater treatment plants, percolation ponds or similar facilities; mines; and excavation of waterways or drainage facilities which intersect the water table.

**Policy 2.2:** Arcadia shall cooperate with property owners and the Southwest Florida Water Management District to coordinate land use permits with SWFWMD's consumptive use permits.

- Policy 2.3:** Arcadia shall cooperate with and support, an emergency water shortage plan developed by the Southwest Florida Water Management District. Arcadia shall notify local newspapers of the content of the plan, and, during times of water shortage emergency, shall inform the public of key points of the plan through inserts in billing statements issued by the Water Department.
- Policy 2.4:** Arcadia will monitor effluent discharge from the municipal wastewater plant to determine compliance/non-compliance with standards of the Florida Department of Environmental ~~Regulation~~ Protection. The City shall follow up on its monitoring program, as its fiscal resources permit, to eliminate point and non-point sources of pollution to the Peace River.
- Policy 2.5:** Arcadia shall conserve, use and protect the Peace River through enforcement of land development regulations, including zoning, site plan review, buffer zone, and stormwater treatment regulations.
- Policy 2.6:** Arcadia shall continue to implement a land development regulation which requires that where alteration of wetlands is necessary to allow for reasonable use of property, the developer will either restore the disturbed wetlands to their original status or create new wetlands to make up for the loss.
- Policy 2.7:** Arcadia shall continue to maximize its use of reclaimed water by providing reclaimed water to nearby orange groves, golf courses, public areas, and residences located along existing reclaimed water transmission mains.
- Policy 2.8:** Arcadia shall assess projected water needs and sources for at least a ten year planning period by creating and maintaining the Ten-Year Water Supply Plan (WSP). The WSP shall maximize the efficient use of groundwater and, where possible and financially feasible, substitute alternative water sources for the use of groundwater.
- Policy 2.9:** Arcadia shall consider the Southwest Florida Water Management District Regional Water Supply Plan adopted in July 2011, when proposing and/or amending its Ten-Year Water Supply Plan.

### III. INTERGOVERNMENTAL COORDINATION ELEMENT AMENDMENTS:

The following amendments are proposed to the Intergovernmental Coordination Element to the City of Arcadia Comprehensive Plan based on the Water Supply Facilities Work Plan.

**Objective 5:** The City of Arcadia shall work with surrounding governments and coordinate its Comprehensive Plan with the Water Supply Plan approved by the Southwest Florida Water Management District, to ensure that meeting future potable water needs is coordinated on a regional basis.

**Policy 5.1:** The City hereby adopts by reference the Southwest Florida Water Management District Regional Water Supply Plan. The City will update its Water Supply Plan within 18 months of adoption of the current Plan, and all future updates to the Regional Water Supply Plan, and shall be consistent with the Southwest Florida Water Management District Plan when proposing and/or amending its Ten-Year Water Supply Plan.

**Policy 5.2:** The City of Arcadia shall work with surrounding governments and coordinate its Comprehensive Plan with the Water Supply Plan approved by the Southwest Florida Water Management District, to ensure that meeting future potable water needs is coordinated on a regional basis.

**Policy 5.3:** The City shall continue coordination with SWFWMD and Desoto County regarding cooperative water supply planning and joint projects which may collectively conserve groundwater and enhance use of reclaimed water. Coordination shall also include entities such as the Heartland Water Alliance (HWA).

### IV. CAPITAL IMPROVEMENTS ELEMENT AMENDMENTS:

The following amendments are proposed to the Capital Improvement Element to the City of Arcadia Comprehensive Plan based on the Water Supply Facilities Work Plan.

**Policy 2.8:** The City shall include financially feasible projects in the annual update of its five-year capital improvements schedule as identified for implementation in the first five years of the Ten-Year Water Supply Plan, and all subsequent updates thereto.

Ordinance 978  
Exhibit "B"

# **CITY OF ARCADIA**

## **DESOTO COUNTY, FLORIDA**



### **DRAFT**

## **TEN-YEAR WATER SUPPLY FACILITIES WORK PLAN**

2012 - 2022

Prepared for the  
City of Arcadia, Florida

Prepared By:  
Central Florida Regional Planning Council

October 2012

**DRAFT**  
**CITY OF ARCADIA**  
**TEN-YEAR WATER SUPPLY FACILITIES**  
**WORK PLAN**

**2012-2022**

**TABLE OF CONTENTS**

**INTRODUCTION**

**SOUTHERN WATER USE CAUTION AREA**

**POTABLE WATER SERVICE AREA**

**POTABLE WATER SYSTEM COMPONENTS**

Water Source

Water Treatment

Wells and Distribution System

**GENERAL CONDITIONS AND SYSTEM IMPROVEMENTS**

**CONSERVATION PRACTICES**

**WATER USE PERMIT**

**POTABLE WATER DEMAND SURPLUSES AND DEFICIENCIES**

**POPULATION TRENDS**

**CONCLUSION**

**APPENDIX**

City of Arcadia Southern Water Use Caution Area

City of Arcadia Potable Water System Map

**DRAFT**  
**CITY OF ARCADIA**  
**TEN-YEAR WATER SUPPLY FACILITIES**  
**WORK PLAN**

**2012-2022**

**INTRODUCTION**

The purpose of the City of Arcadia 10-Year Water Supply Facilities Work Plan is to identify and plan for the water supply sources and facilities needed to serve existing and new development within the local government's jurisdiction. This requirement is cited in Chapter 163, Part II, Florida Statutes, and requires local governments to prepare and adopt work plans into their comprehensive plans within 18 months after their water management district approves a regional water supply plan or its update. According to state guidelines, the work plan and related comprehensive plan goals, objectives, and policies must address the development of traditional and alternative water supplies, and conservation and reuse programs that are necessary to serve existing and new development for at least a 10-year planning period. As such, this 10-Year Water Supply Facilities Work Plan has been developed in accordance with the requirements and guidelines contained in the Regional Water Supply Plan approved by the Southwest Florida Water Management District Governing Board in July 2011.

**SOUTHERN WATER USE CAUTION AREA**

The City of Arcadia, situated in central DeSoto County, is located within an area designated by Southwest Florida Water Management District (SWFWMD) as the Southern Water Use Caution Area (SWUCA). This area is indicated on the **City of Arcadia - Southern Water Use Caution Area Map** (Appendix). A water use caution area is an area where existing and reasonably anticipated sources of water may not be adequate to supply water for all existing uses and anticipated future needs while sustaining water resources and related natural systems through the year 2025. In 2006, SWFWMD adopted a recovery strategy for the area, proposing a program of natural system restoration, groundwater withdrawal reductions, and alternative source development projects to stabilize ground and surface water resources in the region.

**POTABLE WATER SERVICE AREA**

The City of Arcadia owns, operates, and maintains a central potable water treatment and distribution system within its corporate limits. The City's potable water system

provides water for both residential and non-residential purposes, including fire protection demands within the City's service area. There are no significant industrial users of potable water on the City's system. Outside of individual wells, there are no private residential or nonresidential water systems inside the city. Residences and business outside the City's service area are served by either Desoto County Utilities or by private systems.

Arcadia's potable water system serves a City population of 9,857 permanent residents, as of 2010 as estimated by SWFWMD. The "functional population" of Arcadia's service area in 2010 was 10,570 persons, as interpolated from data estimated by the SWFWMD. Functional population estimates take into account peak population that includes seasonal residents.

## **POTABLE WATER SYSTEM COMPONENTS**

The City of Arcadia's potable water system consists of one central water treatment plant, five public supply wells, an elevated storage tank, pumping stations and distribution mains.

### **Water Source**

The primary water source for Arcadia's potable water supply is the immediate aquifer, which is considered a Class G-2 groundwater. The City's domestic water supply is regulated by a withdrawal permit from the SWFWMD.

### **Water Treatment Plant**

The City's water treatment plant, constructed in the late 1968, is located on NE Turner Avenue. The plant pumps, processes, and distributes an average of 873,000 gallons of water on a daily basis. The system has the pumping capacity to provide 2,160,000 gallons per day, although the design capacity of the plant is 3 MGD at peak flow. The City's water treatment capacity is identified in Table 1.

**Table 1**  
**Public Potable Water Treatment System; Arcadia Service Area**

<b>WUP Permit No.</b>	<b>Permitee</b>	<b>Water plant design capacity*</b>	<b>Average Daily Withdrawal</b>	<b>Maximum Daily Withdrawal</b>	<b>Water Use Permit Allowance</b>
20.645.006	City of Arcadia Water Plant	3,000,000 Gallons per Day (GPD) Peak Flow	873,000 GPD	1,130,000 GPD	1,340,000 GPD
* System limited to 2,160,000 GPD pumping capacity of well.					

## **Wells and Distribution System**

Raw water, pumped from the Intermediate Aquifer, is provided by five wells located just to the south of the treatment plant. Raw water is transmitted through a 12 inch raw water line to the treatment plant. The wells are in fair condition and are routinely maintained. The average depth of the wells is 350 feet. The majority of the City wells have been brought above grade. In addition, a new well is being constructed directly south of the water treatment plant. The new well will increase the current maximum pumping capacity from 1,500 gallons per minute to 1,850 gallons per minute. The locations of the wells are indicated on the **City of Arcadia Potable Water System Map** (Appendix).

The City adheres to the standards for wellhead protection set by SWFWMD and the Florida Department of Environmental Protection (FDEP), including restricting the type of development allowed in the vicinity of a wellhead, and requiring a protection zone. Land use surrounding a water supply site is a major consideration in the selection and protection of well sites to avoid contamination. As part of the City's wellhead protection plan, the City identifies all potential sources of contamination for existing wells.

## **GENERAL CONDITIONS AND SYSTEM IMPROVEMENTS**

The most notable water supply decision the City of Arcadia has made in meeting future potable water demands is to construct a new facility water treatment plant. The existing plant, constructed in 1968, is significantly deteriorated and has reached the end of its serviceable life without substantial improvements. In addressing this, a Water Facilities Plan, PW 14010, was prepared for the City of Arcadia in 2010 by Hazen and Sawyer, Environmental Engineers and Scientists. More details as to problems, findings, alternatives and recommendations are identified in that Plan which was prepared for the Florida Department of Environment Protection to meet requirements of the State Revolving Loan Fund.

Other improvements are needed to the distribution system, which is continually maintained by Utility staff. Repairs and rehabilitation of water mains due to broken pipes and joints are periodically made.

## **CONSERVATION PRACTICES**

The City implements a number of water conservation regulations, initiatives and practices, consistent with SWFWMD's requirement for implementation of a water conservation plan, and with other requirements of law intended to reduce per capita consumption over time.

The City periodically provides information to utility customers about water saving faucets and plumbing fixtures, and beneficial landscaping techniques. In addition, the City continues to implement policies in the Comprehensive Plan that promote water conservation in a cost-effective and environmentally-sensitive manner.

The City will continue to use the following techniques throughout the ten-year planning period:

- Conduct audits of the municipal water system to determine areas that may be in need of repair and may be contributing to increased water consumption through leaking pipes, and prioritize accordingly.
- Require the use of low volume plumbing fixtures for all new construction, as part of the City's building code and other appropriate permitting regulations.
- Require the use of xeriscape (Florida Friendly) landscaping techniques for all new development.
- Continue the conservation education outreach program.

The City will coordinate future water conservation efforts with SWFWMD to ensure that proper techniques are applied. In addition, the City will continue to support and expand existing goals, objectives and policies in the comprehensive plan that promote water conservation in a cost-effective and environmentally-sensitive manner.

### **WATER USE PERMIT**

The Water Management District regulates the withdrawal of surface water and groundwater through well construction permits and consumptive use permits (WUPs) under the authority of Chapters 403 and 373, Florida Statutes. The City's 2011 Water Use Permit permits an average daily pumpage of 1,117,000 GPD and a maximum average of 1,340,000 GPD.

## POTABLE WATER DEMAND SURPLUSES AND DEFICIENCIES

The City of Arcadia water system withdraws approximately 873,000 GPD average daily flow for domestic supply. Table 2 shows the per capita demand, based on the SWFWMD-estimated functional population of 10,478 persons.

**Table 2**  
**Actual Service Area Per Capita Demand**

Average Daily Flow	Functional Population	Per Capita Demand (Functional)	Permanent Population	Per Capita Demand (Permanent)
873,000 GPD	10,478	90 GPD	9,857	89 GPD

Based on the City's Water Use Permit, current average daily flow is at 78.2 percent of permitted withdrawal. 873,000 GPD is also 40 percent of the daily pumping capacity of its wells.

For comprehensive planning purposes, the City has adopted a level of service for water at 102 gallons per day per person (GPCD). This level of service is not exceeded for providing water to the functional population of the service area, which is considered peak seasonal potable water consumption.

Based on the permanent population, the level of service amounts to 89 GPCD, which is within standard guidelines established for communities within the Southern Water Use Caution Area.

## POPULATION TRENDS

Arcadia's population trends are shown in Table 3.

**Table 3**  
**Population Trends**

1990 Population	2000 Population	2008 Population	1990 – 2008		2000 – 2008	
			% Change	Annual Growth Rate %	% Change	Annual Growth Rate %
6,488	6,604	6,627	2.14%	0.12%	0.35%	0.04%

Sources: 2008 population estimate - Bureau of Economic and Business Research (BEBR)  
2000 population - United States Census Bureau (SF-1, P1: 2000)  
1990 population - United States Census Bureau (SF-1, DP-1: 1990)

According to the United States Census Bureau and the Bureau of Economic and Business Research (BEBR), the City's population increased from 6,488 persons in 1990, to 6,627 persons in 2008, an increase of 139 persons, or 0.12 percent annually. From 2000 to 2008, the population increased by 23 persons, or 0.04 percent annually.

The projected service area water demand from 2010 to 2030 for the City of Arcadia water service area is shown in **Table 4**. Over the next twenty years (2010 - 2030), the average daily demand is projected to increase from 1,078,140 GPD to 1,129,446 GPD at the adopted level of service.

**Table 4**  
**Projected Service Area Water Demands**

<b>Year</b>	<b>Functional Population</b>	<b>Adopted Level of Service</b>	<b>Average Day Demand</b>
2010	10,570	102	1,078,140
2015	10,692	102	1,090,584
2020	10,819	102	1,103,538
2025	10,946	102	1,116,492
2030	11,073	102	1,129,446

Source: Functional population: The 2012 Southwest Florida Water Management District (SWFMD). The projection is based on the adopted level of service of 102 established in the Comprehensive Plan.

**Table 5** compares projected demand to permitted water supply. Based on the functional population projections and the adopted level of service of 102 gallons per capita per day, the City will have a projected average daily demand of 1,129,446 GPD by 2030, but will have a surplus of 210,554 GPD.

As shown in **Table 5**, the City is anticipated to continue to have a water supply surplus under its WUP through the year 2030. The City will be able to serve their population based on their current permitted water quantity and capacity.

**Table 5**  
**Comparison of Projected Demand, Water Supply, and Permit Conditions**

	<b>2010</b>	<b>2015</b>	<b>2020</b>	<b>2025</b>	<b>2030</b>
<b>Functional Population</b>	10,570	10,692	10,819	10,946	11,073
<b>Adopted Level of Service (GPCD)</b>	102	102	102	102	102
<b>*Projected Average Daily Demand (GPD)</b>	1,078,140	1,090,584	1,103,538	1,116,492	1,129,446
<b>WUP Permitted Amount (GPD Annual Average)</b>	1,340,000	1,340,000	1,340,000	1,340,000	1,340,000
<b>WUP Permitted Surplus (Deficit)</b>	261,860	249,416	236,462	223,508	210,554

Source: Functional population: The 2012 Southwest Florida Water Management District (SWFMD). The projection is based on the adopted level of service of 102 established in the comprehensive plan.

**Table 6** provides the City of Arcadia Permanent Population, Permanent and Seasonal Population and Functional Population Projections.

The projected functional population of the Arcadia water service area, which includes areas outside the City limits, was estimated in the 2012 SWFWMD's Population Estimates. The functional population projections include commercial and business consumption on a 24-hour-per-day, seven day-per-week standard. The functional population will increase from 10,570 persons in 2010 to 11,073 persons in 2030. The overall functional population will remain higher than the City-wide population.

**Table 6**  
**Arcadia Population Projections**  
**2010 - 2030**

<b>Year</b>	<b>City-Wide Permanent Population (persons)</b>	<b>City-Wide Permanent and Seasonal Population</b>	<b>Water Service Area Functional Population</b>
<b>2010</b>	9,857	10,478	10,570
<b>2015</b>	9,958	10,586	10,692
<b>2020</b>	10,064	10,698	10,819
<b>2025</b>	10,169	10,810	10,946
<b>2030</b>	10,274	10,921	11,073

Sources: Permanent Population estimate - SWFWMD  
 Functional population: 2012 SWFWMD

**CONCLUSION**

Arcadia is within the boundary of the Southern Water Use Caution Area (SWUCA). Rule 40 D-2, F.A.C. states that the level of service for water must be lower than 150 gallons per person per day. The per capita demand is 89 GPCD, which is well under that requirement. The adopted level of service for potable water shall remain at 102 GPCD. As new development proposals are received, the Concurrency Management System will provide a mechanism to ensure the availability of adequate capacity and to identify needed facility improvements to serve the new development. Even though substantial reductions have already been achieved, the City should continue its conservation efforts and its conservation rate structure through all available means and continue to upgrade its facilities when improvements are needed.

**DRAFT**  
**CITY OF ARCADIA**  
**TEN-YEAR WATER SUPPLY FACILITIES**  
**WORK PLAN**

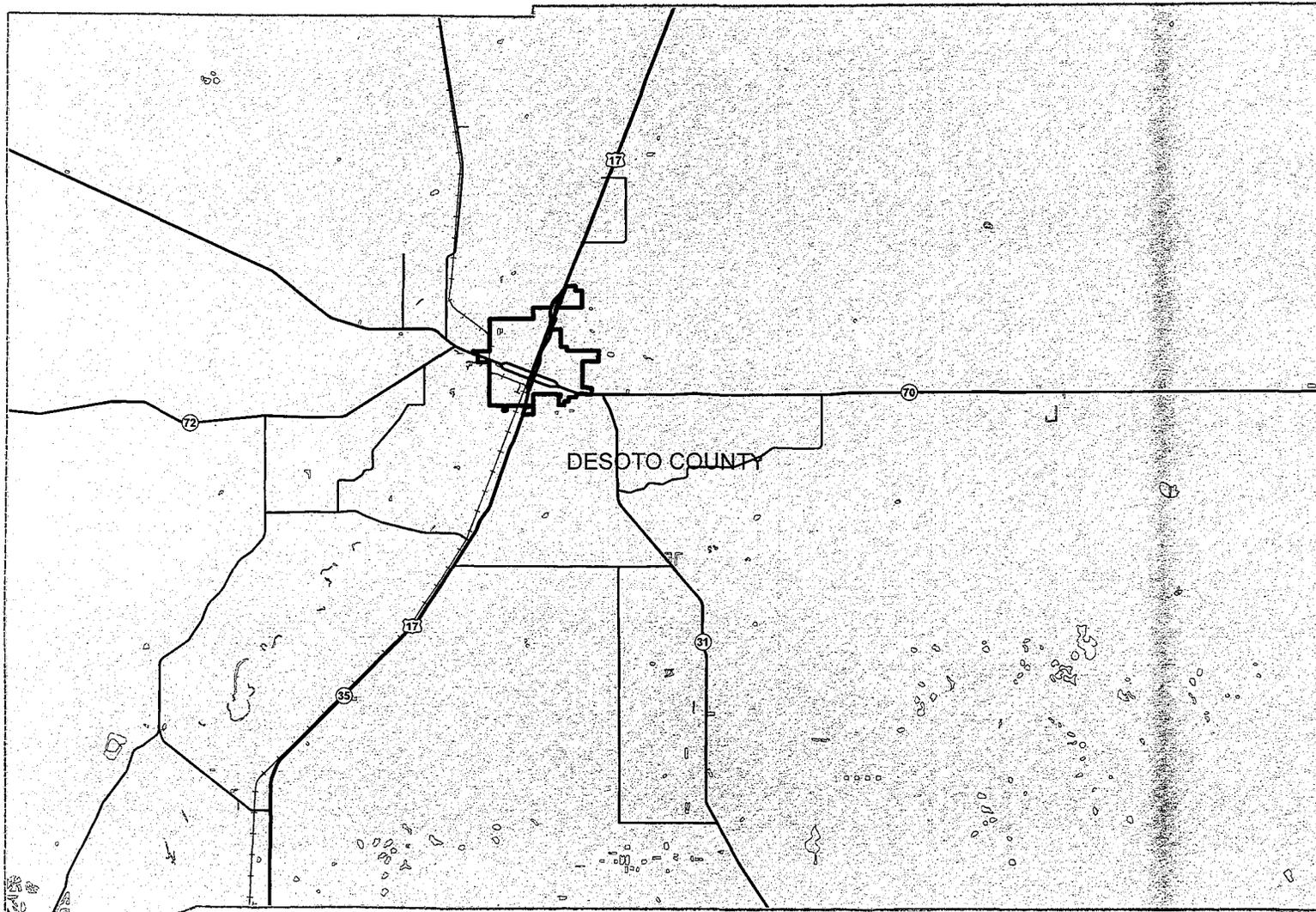
**2012-2022**

**APPENDIX**

**City of Arcadia Southern Water Use Caution Area**

**City of Arcadia Potable Water System Map**

# CITY OF ARCADIA - SOUTHERN WATER USE CAUTION AREA MAP



## Legend

-  DeSoto County Boundary
-  Arcadia City Boundary
-  Roads
-  Railways
-  Water Bodies
-  Southern Water Use Caution Area
-  Southwest Florida Water Management District



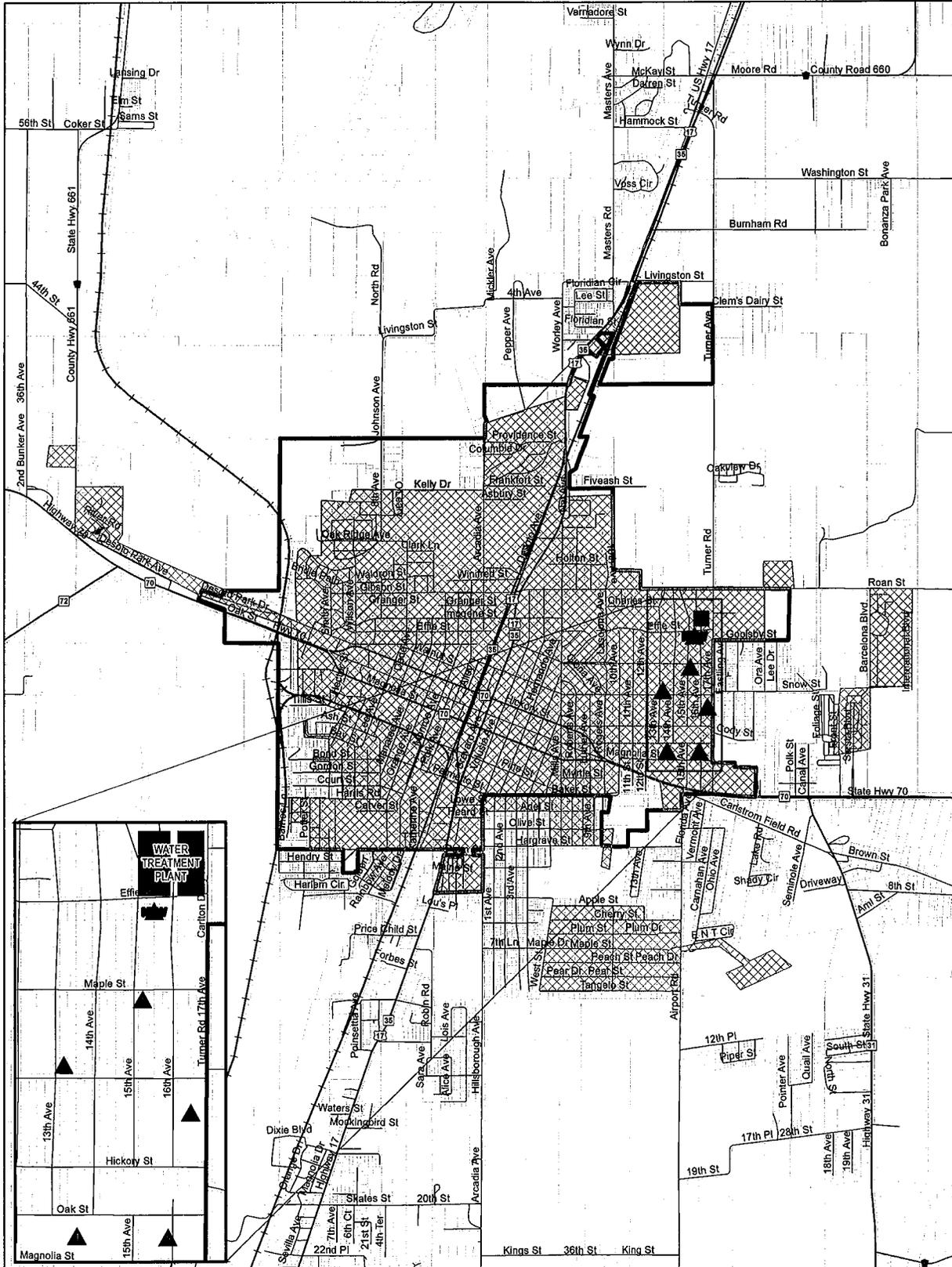
**CENTRAL FLORIDA REGIONAL PLANNING COUNCIL**  
155 E. South Street, Suite 1100, Orlando, FL 32801-2991  
 P.O. Box 2320, Tampa, FL 33602-2320  
 (407) 834-1313, (407) 834-1327  
 Fax: (407) 834-1314, (407) 834-2746  
 www.cfrpc.org

**DISCLAIMER:**  
 The information on this map should be considered conceptual and subject to change. This map is not a survey.

**Data Sources:**  
 Central Florida Regional Planning Council  
 Florida Department of Transportation  
 Florida Geographic Data Library  
 City of Arcadia

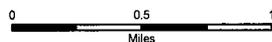
Date: 09/02/11  
 File: D:\Projects\Division\GIS\Map\2012\Arcadia\_MUG\_Whole\_County.mxd

# CITY OF ARCADIA - POTABLE WATER SYSTEM MAP



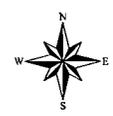
**DISCLAIMER:**  
The information on this map should be considered conceptual and subject to change. This map is not a survey.

**Data Sources:**  
City of Arcadia  
Florida Geographic Data Library  
Florida Department of Transportation



CENTRAL FLORIDA REGIONAL PLANNING COUNCIL  
305 East Duval Street, Suite 100, Tallahassee, FL 32301-2001  
P.O. Box 2000, Tallahassee, FL 32301-2000  
Phone: (904) 770-5700, (904) 770-5705  
Fax: (904) 644-1126, Toll Free: (800) 297-2041  
www.cfrpc.org

Legend	
	Arcadia City Boundary
	Water Service Area
	Water Treatment Plant
	Wells
	Parcels
	Roads
	Railways
	Peace River



## ORDINANCE NO. 979

**AN ORDINANCE AMENDING CHAPTER 102, ARTICLE II, SECTION 102-31 OF THE CODE OF ORDINANCES OF THE CITY OF ARCADIA TO ESTABLISH CRITERIA REQUIRING CERTAIN WATER CONNECTIONS TO THE CITY WATER SYSTEM; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, Chapter 102, Article II, Sec. 102-31 of the Code of Ordinances of the City of Arcadia regulates the water connections to the City water system; and

WHEREAS, it is in the best interest of the citizens of the City of Arcadia that Chapter 102, Article II, Sec. 102-31 of the Code of Ordinances of the City of Arcadia be amended,

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

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

**SECTION 2.** Amendment of the Code of Ordinances. Chapter 102, Article II, Section 102-31 of the Code of Ordinances of the City of Arcadia is hereby amended as follows:

**“Sec. 102-31. - Water connections generally.**

~~Where such system is available, the owner of every lot or parcel of land within the city may connect or cause the plumbing of any building thereon to be connected with the municipal waterworks system of the city and use the facilities of such system. All such connections shall be made in accordance with the rules and regulations which shall be adopted from time to time by the city council, which rules and regulations shall provide for a charge for making any such connections in such reasonable amount as such council may fix and determine.~~

(a) General. It shall be the city's policy to require connections to the city's utility system whenever such connection is, in the opinion of the city council, economically feasible, necessary, or prudent to protect and preserve the public safety, health or welfare, or to comply with the requirements of city financing instruments such as grants, loans or bonds. The following requirements are intended to comply with that policy.

(b) Mandatory water connections.

(1) Mandatory residential water connections. With the exception of residential subdivisions and apartment buildings which shall be deemed commercial establishments for the purpose of this article, the owner of every lot or parcel of land within the city upon which lot or parcel of land any building or trailer is used as a dwelling, is now situated or shall hereafter be situated, for residential use, shall be required to connect to the water utility facilities and pay all required fees, disconnect from existing forms of water service, and become a customer of the city utility system when the city's closest water line lies within 200 feet from such lot or parcel of land. Potential new applicants must pay all fees and connect prior to issuance of a certificate of

occupancy, while existing potential applicants shall pay all fees and connect to the water utility facilities within 90 days of notice of such requirement by the utilities department or code enforcement officer, but must pay all fees prior to obtaining service. Although payment of fees and connection may be delayed as described above, the existing residential property owner shall apply for service no later than 60 days after receiving notice of the requirement.

(2) *Mandatory business and commercial connections.* All potential new business and commercial applicants with property lines within 1,000 feet of the city's closest water line shall connect to the city's municipal waterworks system prior to receiving a certificate of occupancy. All existing potential applicants shall connect within 90 days of notice that their property is within 1,000 feet of the city's closest water line. In the event that an existing well requires replacement, that facility shall be considered a potential new applicant, and shall connect if within 1,000 feet as discussed above.

(3) *Mandatory industrial connections.* All potential new industrial applicants with property lines within 1,000 feet of the city's closest water line shall connect to the city's municipal waterworks system prior to receiving a certificate of occupancy if, in the opinion of the city administrator, such industrial water use through potable water supply is in the interest of public safety, health or welfare. All existing potential industrial applicants shall connect within 90 days of notice that their property is within 1,000 feet of the city's closest water line if, in the opinion of the city administrator, such industrial water use through potable water supply is in the interest of public safety, health or welfare. In the event that an existing well requires replacement, that facility shall be considered a potential new applicant, and shall connect if within 1,000 feet as discussed above.

a. Potential new or existing industrial customers seeking to be relieved of the mandatory connection for industrial use wells shall apply for a well permit. In the event that the city administrator allows an existing or a potential new industrial customer to utilize a private well for industrial needs, such private well shall be used solely for such approved industrial uses and not for domestic uses, and shall agree to connect to non-potable alternative water supplies when available. Any such applicant shall provide backflow prevention and allow periodic inspections by the city sufficient to provide protection of the city water system according to city, state and federal laws.

b. In reviewing applications for industrial wells, the city administrator shall render and obtain professional advice on health, safety and welfare issues from a civil or sanitary engineer retained by the city, review of such industrial well permit applications shall not intrude on any regulation preempted by the State of Florida.

c. Applicants that are denied industrial well permits by the city administrator shall be entitled to a hearing on such entitlement before the city council.

(c) *Connections required for certain buildings.* The owner, tenant or occupant of each lot or parcel of land with a structure or unit thereon within the city and which abuts upon a street, easement or other public way containing a city sanitary sewer or potable water line available to serve the property or structure shall connect such structure or building to the city sanitary sewer and potable water system and shall cease to use any other method for the disposal of sewage

waste or the use of a well for potable water purposes. If connection is not accomplished, the city clerk or designee shall notify the property owner, tenant or occupant of such requirement and allow 15 days within which to connect to the system. If connection is still not accomplished, at the expiration of the 15-day period, and upon reasonable written notice thereof by certified mail, return receipt requested or hand delivered with signed receipt, the city clerk or designee shall authorize the connection and recover from the owner of such parcel all reasonable and actual costs of making such connection, including reasonable attorney's fees and applicable interest, if necessary. The referenced costs be a lien upon the real property and shall be subject to foreclosure within one year of filing and recording the lien document or such other enforcement or collection as allowed by law.

(d) Code enforcement procedures. Code enforcement under the city's code enforcement ordinance or any other lawful means may commence upon the property owner's failure to timely apply for service. Notice of the obligation to connect shall be separate from notice under the code enforcement ordinance, and shall be delivered in the same manner as code enforcement citations."

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

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

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

PASSED BY THE CITY COUNCIL OF THE CITY OF ARCADIA, FLORIDA, on this 6th day of November, 2012.

CITY OF ARCADIA, FLORIDA

\_\_\_\_\_  
KEITH KEENE, MAYOR

ATTEST:

By: \_\_\_\_\_  
VIRGINIA HAAS  
CITY RECORDER

Ordinance No. \_\_\_\_\_

Page 4 of 4

PASSED ON FIRST READING: October 16, 2012

PASSED ON SECOND READING: November 6, 2012.

APPROVED AS TO FORM:

---

THOMAS J. WOHL, CITY ATTORNEY

**ORDINANCE NO. 980**

**AN ORDINANCE AMENDING CHAPTER 102, ARTICLE II, SECTION 102-42 OF THE CODE OF ORDINANCES OF THE CITY OF ARCADIA TO ESTABLISH WATER USER RATE CHARGES FOR USERS OUTSIDE THE CITY; TO ESTABLISH WATER RATES TO BE ADOPTED BY RESOLUTION; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, Chapter 102, Article II, Sec. 102-42 of the Code of Ordinances of the City of Arcadia regulates the water and sewer rates prescribed by Council from time to time; and

**WHEREAS**, it is in the best interest of the citizens of the City of Arcadia that Chapter 102, Article II, Sec. 102-42 of the Code of Ordinances of the City of Arcadia be amended,

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

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

**SECTION 2.** Amendment of the Code of Ordinances. Chapter 102, Article II, Section 102-42 of the Code of Ordinances of the City of Arcadia is hereby amended as follows:

**“Sec. 102-42. Rates.**

- a. The rates, fees and other charges to be charged by the City for the furnishing of water and sewer service and for deposits on water meters shall be as prescribed by the City Council from time to time by Resolution. Such Resolutions shall be kept on file by the City Recorder for public inspection.
- b. All users of the water treatment works services provided by the City outside the municipal boundaries shall pay an additional fifty percent (50%) of the rates established by this article.

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

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

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

PASSED BY THE CITY COUNCIL OF THE CITY OF ARCADIA, FLORIDA, on this  
6th day of November, 2012.

CITY OF ARCADIA, FLORIDA

\_\_\_\_\_  
KEITH KEENE, MAYOR

ATTEST:

By: \_\_\_\_\_  
VIRGINIA HAAS  
CITY RECORDER

PASSED ON FIRST READING: 2

PASSED ON SECOND READING: 2

APPROVED AS TO FORM:

\_\_\_\_\_  
THOMAS J. WOHL, CITY ATTORNEY