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

TUESDAY, OCTOBER 20, 2015
6:00 P.M.

INVOCATION, PLEDGE, CALL TO ORDER AND ROLL CALL

CONSENT AGENDA

1. City Council Minutes for October 6, 2015 (Penny Delaney – City Clerk)
2. City of Arcadia Municipal Airport September Report (Terry Stewart – City Administrator)
3. Special Event Permit – Relay for Life DeSoto Kickoff – American Cancer Society (Terry Stewart – City Administrator)

ACTION ITEMS

4. Consider Application of Connie Bateman for Member of Historical Preservation Commission (Terry Stewart – City Administrator)
5. Petition for City to Sponsor a Volunteer Group to Develop and Implement Community Based Events and Projects (Connie Bateman)
6. Consider Salvation Army Special Stipulations for Old PD Building Lease (Terry Stewart – City Administrator)
7. Planning Advisory Services Contract with the Central Florida Regional Planning Council (CFRPC) (Terry Stewart – City Administrator)
8. Resolution 2015-07 – City Government Week (Mayor Wertz-Strickland)
9. Specific Authorization to Amend the Professional Services Agreement with Hazen and Sawyer - (Terry Stewart – City Administrator)

COMMENTS FROM DEPARTMENTS

10. City Marshal
11. City Attorney
12. City Administrator - Speer Center Toys for Tots

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

MAYOR AND COUNCIL REPORTS

ADJOURN

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

PLEASE TURN OFF OR SILENCE ALL CELL PHONES

AGENDA No. 1

CITY COUNCIL AGENDA ITEM
Requested Council Meeting Date: October 20, 2015

DEPARTMENT: Administration
SUBJECT: Minutes from October 6, 2015

RECOMMENDED MOTION: Approval October 6, 2015 Meeting Minutes as presented.

SUMMARY:

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

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

Department Head: Penny Delaney Date: 10/08/15

Finance Director (As to Budget Requirements) Date:

City Attorney (As to Form and Legality) Date:

City Administrator: Terry Stewart Date: 10-9-15

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

AGENDA MINUTES
CITY COUNCIL
CITY OF ARCADIA
TUESDAY, OCTOBER 6, 2015
6:00 P.M.

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

INVOCATION, PLEDGE, CALL TO ORDER AND ROLL CALL

The Mayor called the meeting to order at approximately 6:00 p.m. Reverend Hanus gave the invocation which was followed by the pledge of allegiance. The following members and staff were present:

Arcadia City Council

Mayor Judy Wertz-Strickland
Deputy Mayor Alice Frierson
Councilmember Joseph E. Fink
Councilmember Susan Coker
Councilmember S. Delshay Turner

Arcadia City Staff

City Administrator Terry Stewart
Marshal Matthew Anderson
City Clerk Penny Delaney

PRESENTATION

Agenda Item 1 – Week of the Family Proclamation

Mayor Wertz-Strickland read the proclamation regarding Week of the Family and presented it to Carol Inke.

Agenda Item 2 – Red Ribbon Week Proclamation

Mayor Wertz-Strickland read the Red Ribbon Week Proclamation. However, no one was in attendance to receive the proclamation. Therefore, the proclamation will be sent to the appropriate party.

CONSENT AGENDA

Agenda Item 3 – City Council Minutes for September 14, 2015
Agenda Item 4 – City Council Minutes for September 15, 2015
Agenda Item 5 – City Council Minutes for September 24, 2015
Agenda Item 6 - Special Event Permit – Arcadia Plein Air Paint-Out

Agenda Item 7 – Special Event Permit – Team Arcadia Car Show

City Administrator Stewart requested that Agenda Item 7 be pulled for discussion. Councilmember Coker made a motion to accept Consent Agenda Items 3-6 and Councilmember Fink seconded the motion. No discussion followed and it was unanimously, 5/0, approved.

City Administrator Stewart informed Council that John Super had requested a waiver of the event permit fees for November and December due to the fact that the July and August events had been rained out. Mr. Stewart advised that the request had been made after the agenda had been prepared. Deputy Mayor Frierson made a motion to waive the fees for November and December and Councilmember Turner seconded the motion. No discussion followed and it was unanimously, 5/0, approved. City Administrator Stewart advised the permit still needed to be approved. Councilmember Coker made a motion to accept the event permit for the Team Arcadia Car Show and Councilmember Fink seconded the motion. No discussion followed and it was unanimously, 5/0, approved.

ACTION ITEMS

Agenda Item 8 – Ordinance No. 1007 – Police/Fire Pension Ordinance Amendment – Second Reading

Councilmember Fink made a motion for Ordinance No. 1007 to be read by title only and Councilmember Coker seconded the motion. The City Clerk did so. Councilmember Coker made a motion to accept Ordinance No, 1007 as presented and Councilmember Turner seconded the motion. City Administrator Stewart reminded everyone that although the City no longer has a fire department, the City still has a responsibility for pensions for people who were here prior to the merger. He advised that Chapters 175 and 185 of the Florida Statutes cover pensions. He stated there had recently been changes in IRS requirements and Florida Statute requirements that require amendments to the pension ordinance language. In addition to those changes, he advised there had also been some minor language changes to ensure there was greater clarity where it referenced another section. City Administrator Stewart referenced a letter in the Council's packet from Foster and Foster ensuring that because of the changes, there would be no actuary valuation and no change in the cost factor to the City. Due to the fact this was a second reading of the ordinance, he asked for confirmation from the City Attorney that this should be a roll call vote and the City Attorney agreed. Mr. Stewart asked the City Clerk to initiate the roll call vote. The City Clerk then individually asked each Councilmember for their vote. Councilmember Turner voted in the affirmative. Deputy Mayor Frierson voted in the affirmative. Mayor Wertz-Strickland voted in the affirmative. Councilmember Fink voted in the affirmative. Councilmember Coker voted in the affirmative. City Administrator Stewart asked the City Clerk for the results of the vote and the City Clerk advised the motion carried with a 5/0 vote.

Agenda Item 9 – Ordinance No. 1008 – Amending Article I, Chapter 98 of the Code to Regulate or Prohibit the Use of Designated Streets by Commercial Vehicles – First Reading

Councilmember Fink made a motion for Ordinance No. 1008 to be read by title only and Councilmember Coker seconded the motion. No discussion followed and it was unanimously, 5/0, approved. The City Clerk then read Ordinance No. 1008 by title only. Councilmember Coker made a motion to accept Ordinance No. 1008 as read and Councilmember Fink seconded the motion. No discussion followed and it was unanimously, 5/0, approved.

Agenda Item 10 – Ordinance No. 1009 – Amending Two (2) Parcels of Land Located on East Maple Street from the Zoning of City B-1 to City R-1B - First Reading

Councilmember Fink made a motion for Ordinance No. 1009 to be read by title only and Councilmember Coker seconded the motion. No discussion followed and it was unanimously, 5/0, approved. The City Clerk then read Ordinance No. 1009 by title only. Councilmember Coker made a motion to accept the reading of Ordinance No. 1009 and Councilmember Fink seconded the motion. Jennifer Codo-Salisbury of Central Florida Regional Planning Council provided Council with a power point presentation. She explained that this was an initiated amendment by Habitat for Humanity regarding 1.5 acres located north and south of East Maple Street between 10th Avenue and 12th Avenue. She explained the future land use today was low density residential and by rezoning the properties to R-1B it would be creating consistency between the future land use map and the zoning on the property. Ms. Codo-Salisbury advised the amendments had been reviewed for consistency with the comprehensive plan and this would remedy an inconsistency because the land use is residential while the zoning is commercial. She explained with regard to density, the proposed zoning would be consistent to the land use density and she advised there was water and wastewater capacity to serve the site, along with transportation facilities available as well.

Charles Conklin, a City resident, brought up the issue of quasi judicial. Councilmember Coker asked if he was referring to her because she planned the planning and zoning board meeting and he stated that he was referring to her. City Attorney Wohl stated that he appreciated it being brought to their attention, but that it did not apply to today's meeting. He explained this was the first reading. Mr. Wohl went into further detail to explain the process.

Martha Craven, a City resident, asked what the plan was for the use of the property. City Administrator Stewart advised that the property was zoned as business, but all the surrounding properties were residential. He explained the property was donated by the City to Habitat for Humanity for the express purpose of providing affordable housing.

No discussion followed and it was unanimously, 5/0, approved. Councilmember Coker asked the Council to readdress the issue from the last Council meeting concerning the properties for the new Habitat homes and the waiving of the zoning fee. She explained that at the last meeting, she did not realize the City had given the property to Habitat to build and that the land was zoned as business. The City Attorney advised that they would need a motion to reconsider the issue for the fee waiver and if that motion to reconsider is passed, then the actual fee waiver could be addressed. Councilmember Coker then made a motion to readdress the fee waiver issue of Habitat for Humanity and no one seconded the motion. The motion died on the floor for lack of a second.

Agenda Item 11 – Councilmember Initiated Discussion of Possible Regulations Governing Change in Elevation of Existing Developed Sites and How it Affects Surrounding Properties

Councilmember Fink stated that he wished to pull Agenda Item 11 and he thanked the City Administrator for answering all of his questions and finding a solution to this particular issue in existing codes. City Administrator Stewart advised he had to make a nod to City Attorney Wohl and Code Enforcement Officer McQuay.

Agenda Item 12 – Councilmember Initiated Discussion Regarding Endorsement of County Judge Don T. Hall to the Circuit Judgeship to be Vacated by Circuit Judge James S. Parker

Deputy Mayor Frierson advised that Circuit Judge Parker is resigning and County Judge Hall has applied for the judgeship. She stated that Judge Hall has impeccable ethics, character and morals and felt that Council should endorse him for the judgeship and she referred to the letter that City Administrator Stewart had prepared regarding the endorsement. Councilmember Coker made a motion to send the letter to Governor Rick Scott endorsing County Judge Don Hall to fill the position of the Circuit Judge and Councilmember Turner seconded the motion. City Administrator Stewart stated that if Council was comfortable with the letter that was written, it would not need to come back to the Council for approval. Therefore, the motion should indicate to send the letter as proposed and if approved, the Mayor can sign it. Councilmember Coker added to the motion that she had read the letter that had been provided to Council and Councilmember Turner seconded the amended motion. No discussion followed and it was unanimously, 5/0, approved.

COMMENTS FROM DEPARTMENTS

Marshal Anderson advised the Police Department's monthly report had been provided to Council and that he was there to address any concerns or questions that Council or the general public may have and there were none. He then advised that he was present at the delegate meeting on Friday afternoon and the Mayor and City Administrator attended to represent the City Council. He stated, as a citizen, he was very impressed with the way Mr. Stewart presented himself and the City of Arcadia. He further stated that what impressed him the most was that Representative Albritton was fully aware of the situations that were being addressed by our City Administrator because one of his representatives, Karen Whaley, keeps him informed. Marshal Anderson expressed that he felt she was very conscious and coherent of the City's needs and he thanked both Ms. Whaley and Mr. Stewart for what they do.

Mayor Wertz-Strickland asked Karen Whaley to stand and introduced her as an assistant to Representative Ben Albritton and stated she attends the City Council meetings and the County Commissioner meetings at Representative Albritton's request and then reports back to him. Mayor Wertz-Strickland stated she felt it was a great asset that we have and she was not sure this had happened in the past. She felt the City needs the Representatives and Senators that represent this area for many reasons.

The City Attorney provided the Council with the agreement with JimSpace and advised that JimSpace wants to commence demolition of the old playground. Due to the fact that there was not enough time to place it on the agenda, Council had entrusted he and the City Administrator to work out an agreement for indemnification and liability purposes for the community build project which will entail a lot of volunteers. He pointed out that the agreement had been signed by JimSpace and the City Administrator and stated he wanted to bring it back to Council for ratification and he reviewed the points of said agreement. Councilmember Coker made a motion to accept the agreement for the community build of JimSpace and Deputy Mayor Frierson seconded the motion. City Administrator Wohl advised JimSpace wished to begin demolition on October 15, 2015 and they had already coordinated with Marshal Anderson. No discussion followed and it was unanimously, 5/0, approved.

City Administrator Stewart reminded Council that one of the items he and the City Attorney had been working on was an agreement with a tenant who was a service provider, Rickey Hilton of Wingman Aviation. He stated they had hoped to have it completed shortly after the FBO contract was completed, but the tenant was reluctant to move forward. Mr. Stewart advised he and the City Attorney had meet with Mr. Hilton earlier in the day and felt that many issues could be resolved with some language changes that could be beneficial both to the City and Mr. Hilton. He explained that pursuant to the Minimum Standards, 2000 square feet is required in order to operate the type of business that Mr. Hilton has. Mr. Stewart explained that Mr. Hilton has two (2) hangars that equal 2600 square feet and he is concerned the language would prevent him from being able to operate with only having one (1) hangar. Mr. Stewart stated he was looking for clarity regarding the issue. He advised that Mr. Hilton wants the Council to acknowledge that it is acceptable. Gary Frierson, a City resident and member of the Arcadia Airport Advisory Committee, stated that the Minimum Standards states 2000 square feet and Mr. Hilton's two (2) hangars are joining and felt it more than met the requirements of the Minimum Standards, although he stated that he could not speak for the committee. Councilmember Fink made a motion to approve the continuation of Mr. Hilton's lease and by said action; the Council is realizing that what he rents from the City of Arcadia is sufficient to meet the qualification of the 2600 square feet. The City Attorney clarified that Mr. Hilton, under the current lease, only has one (1) unit of 1320 square feet and they are currently negotiating with him to rent two (2) units, the one (1) immediately adjacent to his current unit and therefore City Attorney Wohl believed the motion should be to allow them to continue in negotiations. He suggested the motion to be to interpret the Minimum Standards that it is 2000 minimum square feet of hangar space. Councilmember Fink agreed that the new addition would be sufficient. City Administrator Stewart stated that with great respect to Councilmember Fink, at the beginning of his motion, he said that they continue his lease. Mr. Stewart asked that they remove that from it because it would be a separate vote at another time and Councilmember Fink agreed. Councilmember Coker seconded the motion. No discussion followed and it was unanimously, 5/0, approved.

PUBLIC

None

MAYOR AND COUNCIL REPORTS

Councilmember Coker reminded everyone that the Christmas Parade and the Veteran's Day Parade were coming up soon so plans could be made for both of them ahead of time.

She then asked if the Arcadia Airport Advisory Committee was still active because she had not heard much lately. Gary Frierson advised that the Chairman had not called a meeting due to their not being any earth shattering issues. He stated there will be something coming up in the near future.

Mayor Wertz-Strickland stated the week of October 18-24, 2015, is Florida City Government Week and the Florida League of Cities and the Ridge League of Cities, of which the City of Arcadia is a part, has asked the City to participate in doing something to recognize city government that week. She suggested on October 22, 2015, having a mock City Council meeting and has students from the Middle School to come in and see how the City Council works. She stated that if Council agrees, she plans on meeting with the principal and have them elect a City Council so when they attend, they can sit at the dais. She wanted to see if Council would agree and take part as well. City Attorney Wohl reminded Council that if two (2) or more Councilmember are in attendance, they need to be reminded that the mock agenda items are not related to current issues. Councilmember Coker stated the Team Arcadia Meet and Greet was scheduled to be in the Chambers on that date. Mayor Wertz-Strickland stated the date was not certain and she still had to coordinate with the school.

ADJOURN

Councilmember Coker made a motion to adjourn and Councilmember Fink seconded the motion. No discussion followed and it was unanimously, 5/0, approved. Having no further business at this time, the meeting was adjourned at approximately 6:58 P.M.

ADOPTED THIS ___ DAY OF _____, 2015.

By:

_____
Judy Wertz-Strickland, Mayor

ATTEST:

_____
Penny Delaney, City Clerk

AGENDA No. 2

CITY COUNCIL AGENDA ITEM
Requested Council Meeting Date: October 20, 2015

DEPARTMENT: Administration
SUBJECT: City of Arcadia Municipal Airport Report

RECOMMENDED MOTION: Approval of City of Arcadia Municipal Airport Report for the month of September as presented.

SUMMARY:

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

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

Department Head: Date:

Finance Director (As to Budget Requirements) Date:

City Attorney (As to Form and Legality) Date:

City Administrator: Terry Stewart Date: 10-9-15

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

City of Arcadia Municipal Airport

Monthly Flowage Report- September 2015

To: City Council

From: Shelley Peacock

AVFuel has been out	*zero dollars collected*
Hangar Rent $	$ 6,905.30/100%
Tie Down Fees- 2	10.00/50%
Vehicle Parking	.00/0
Eagle Vistas LLC (Butler Building & FBO LEASE)	*$ 1,120.26*

Total $8,035.56

(AUGUST $25,272.42)
(Included FBO ½ fuel farm)

Special notes
A4 paid 3 months in advance Oct, Nov, Dec
A8 paid last month
B4 Past Due- Aug & Sept (sent letter)

AGENDA No. 3

CITY COUNCIL AGENDA ITEM
Requested Council Meeting Date: October 20, 2015

DEPARTMENT: Code Enforcement
SUBJECT: Relay for Life DeSoto Kickoff - American Cancer Society

RECOMMENDED MOTION:
Approval

SUMMARY: The American Cancer Society is requesting to hold a pasta bake off at the Tree of Knowledge on Thursday October 22, 2015 from 4:30 p.m. to 7:30 p.m. to raise awareness for cancer. The public will be able to make donations to eat and vote on the contestant's pasta.

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

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

Department Head: Carl A. McQuay Date: 10/20/15

Finance Director (As to Budget Requirements) Date:

City Attorney (As to Form and Legality) Date:

City Administrator: Terry Stewart Date: 10-8-15

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

SPECIAL EVENTS

RECEIVED
SEP 24 REC'D
CITY OF ARCADIA

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 right-of-ways 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	**Expos**	**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 EVENTS 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 right-of-ways;**
c) **Any special or unusual circumstances (cooking, alcoholic beverages, wildlife, fireworks, carnival type rides, outdoor music, ect.);**
d) **Indicate whether additional electrical services 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, and recycling; and**
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 costs 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 https://www.myfloridalicense.com/intentions2.asp?chBoard=true&SID=&boardid=400&professionid=4002

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

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

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

Signature of Applicant/Event Sponsor	9-24-15 **Date**
EMILY D. MORRIS **PRINTED Name of Above**	727 647 3777 **Contact Phone #**

INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED

City of Arcadia

SPECIAL EVENTS PERMIT APPLICATION

Date Submitted: 9-24-15

Event Name: Relay for Life DeSoto Kick-Off

Date(s) of Event: Th, 10/22 **Hours of Event:** 4:30p - 7:30p

Expected Attendance: 50

Event Sponsor: American Cancer Society **Non Profit?** ✓ **Yes** _____ **No**

Description of Event: 2016 Kick-off for Relay for Life
Teams + Businesses can participate in Pasta Bake-off.
Anyone can make a donation to eat + vote.
Everyone will participate in ACS info session.

Contact Person: Emily Morris **Telephone** 727 647 3777

Fax #: _____ **Email :** emily.morris@desotoschools.com

Insurance Carrier: _____

Insurance Agent: _____ **Agent's Phone:** _____

Alcoholic Beverage?	____YES	X NO
Tents?	X YES	____NO MAYBE 1
Cooking?	X YES	____NO PREMADE
Outdoor Music?	X YES	____NO CANCER SUIDESTION
Additional Electric?	____YES	X NO
Carnival Rides?	____YES	X NO
Wildlife?	____YES	X NO
Fireworks?	____YES	X NO
Signs Displayed?	X YES	____NO
Set-up/Clean-up by City?	____YES	X NO
City Police Required?	____YES	X NO
Road Closures?	____YES	X NO

If yes, please specify locations: _____

Other pertinent information: _____

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

Received by: Christina Blattner Date: 9/24/15

City Marshal	✓ Approved	_____ Disapproved
City Administrator	_____ Approved	_____ Disapproved
City Council	_____ Approved	_____ Disapproved

INDEMNIFICATION & HOLD HARMLESS

I, EMILY MORRIS (Printed Name), as People Lead (Title or Office Held) of ACS-Relay for Life DeSoto, do hereby agree to hold the City of Arcadia, its agents, and employees harmless and indemnify same from any civil actions or claims of any nature made in connection with the event known as the RFL DeSoto Kick-off (Name of Event) to be held at Tree of Knowledge (Location) on 10/22/15 (Date).

By: _____ (Signature)

Printed Name: EMILY D. MORRIS

Entity Name: ACS-Relay for Life DeSoto

Its: People Lead

Date: 9-24-15

STATE OF FLORIDA

COUNTY OF DeSoto

Sworn to and subscribed before me this 24th day of September, 2015, by Emily Morris, People Lead for ACS-Relay for Life, DeSoto, as who [ ] is personally known to me or [X] has produced FL drivers license as identification.

(SEAL)

PENNY M. DELANEY
MY COMMISSION #FF087435
EXPIRES March 3, 2018
(407) 398-0153 FloridaNotaryService.com

Penny M. Delaney
NOTARY PUBLIC
Printed Name: Penny M. Delaney
Commission No. FF087435
Commission Expires: 3/3/18

139199

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/9/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Alexander Mortimer	
Commercial Lines – (404) 923-3700 Wells Fargo Insurance Services USA, Inc. 3475 Piedmont Road NE, Suite 800 Atlanta, GA 30305-2886	PHONE (A/C, No, Ext): 404-923-3732	FAX (A/C, No): 877-362-9069
	E-MAIL ADDRESS: alexander.mortimer@wellsfargo.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Federal Insurance Company	20281
INSURED American Cancer Society, Inc. 250 Williams Street Atlanta, GA 30303	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 9520882 **REVISION NUMBER:** See below

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			35943463	09/01/2015	09/01/2016	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						MED EXP (Any one person)	$ 5,000
	[X] POLICY [ ] PRO-JECT [ ] LOC						PERSONAL & ADV INJURY	$ 1,000,000
	OTHER:						GENERAL AGGREGATE	$ 25,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	DED [ ] RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						[ ] PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N/A						E.L. EACH ACCIDENT	$
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: COIR0000278 Relay For Life of DeSoto Kickoff Tree of Knowledge in Downtown Arcadia October 6, 2015

Evidence of Insurance

CERTIFICATE HOLDER

City of Arcadia
121 West Hickory Street
Arcadia FL 34266

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

The ACORD name and logo are registered marks of ACORD © 1988-2014 ACORD CORPORATION. All rights reserved.

John R. Seffrin, PhD
Chief Executive Officer

December 8, 2014

To: Whom It May Concern:

Re: Affiliate Inclusion in IRS 501 (c) (3) Determination Letter

Attached is a list of local affiliates and/or chapters of the American Cancer Society, Inc., which is a single corporation.

I certify that these local affiliates of our organization meet the following criteria:

- bona fide chapters or affiliates in good standing
- covered by our national-level 26 U. S. C. 501(c)(3) tax exemption
- finances are included in our national-level IRS Form 990
- finances are included in our national-level audited financial statements.

I certify that our local affiliates and/or chapters on the attached list provide unique services in their local geographic areas, separate from our national organization' services, and are therefore eligible for a local listing in the Combined Federal Campaign.

Sincerely,

John R. Seffrin, PhD
Chief Executive Officer

Official IRS Name: American Cancer Society, Inc.
Corporate Center

EIN#: 13-1788491

250 Williams St. NW, Atlanta, GA 30303-1002
404.329.7601 f) 404.417.8017

Prepared by: _____
Phone: _____
Email: _____

Record Status:
X – No change
C – Change
D – Delete.
A – Add

Federation	2014/2015 Record Status	Universal Code (Assigned by OPM)	Legal Name	Chapter Name or DBA	EIN (No Dashes)	Group (Y/N)	Group Number	Street Address, No PO Boxes	City	State	Zip
CHC			American Cancer Society	American Cancer Society- Mid-south Division	131788491	Y	0580	1100 IRELAND WAY, SUITE 300	BIRMINGHAM	AL	35205
CHC			American Cancer Society	American Cancer Society- California Division	131788491	Y	0580	1710 WEBSTER STREET	OAKLAND	CA	94612
CHC			American Cancer Society	American Cancer Society- Florida Division	131788491	Y	0580	3709 W. JETTON AVENUE	TAMPA	FL	33629
CHC			American Cancer Society	American Cancer Society- South-Atlantic	131788491	Y	0580	250 WILLIAMS STREET	ATLANTA	GA	30303
CHC			American Cancer Society	American Cancer Society- Hawaii Pacific Inc.	131788491	Y	0580	2370 NUUANU AVENUE	HONOLULU	HI	96817
CHC			American Cancer Society	American Cancer Society- Lakeshore Division	131788491	Y	0580	225 N. MICHIGAN AVENUE, SUITE	CHICAGO	IL	60601
CHC			American Cancer Society	American Cancer Society- New England Division	131788491	Y	0580	30 SPEEN STREET	FRAMINGHAM	MA	01701
CHC			American Cancer Society	American Cancer Society- Midwest Division	131788491	Y	0580	2520 PILOT KNOB ROAD, SUITE 150	MENDOTA HEIGHTS	MN	55120
CHC			American Cancer Society	American Cancer Society- High Plains Division	131788491	Y	0580	1100 PENNSYLVANIA AVENUE	KANSAS CITY	MO	64105
CHC			American Cancer Society	American Cancer Society- Eastern Division	131788491	Y	0580	2 LYON PLACE	WHITE PLAINS	NY	10602
CHC			American Cancer Society	American Cancer Society- East Central Division	131788491	Y	0580	ROUTE 422 AND SIPE AVENUE	HERSHEY	PA	17033
CHC			American Cancer Society	American Cancer Society- Puerto Rico Inc.	131788491	Y	0580	PO BOX 366004	SAN JUAN	PR	00936
CHC			American Cancer Society	American Cancer Society- Great West Division	131788491	Y	0580	2120 FIRST AVENUE NORTH	SEATTLE	WA	98109

AGENDA No. 4

CITY COUNCIL AGENDA ITEM
Requested Council Meeting Date: October 20, 2015

DEPARTMENT: Administration
SUBJECT: Consider Application of Connie Bateman for Member of Historical Preservation Commission

RECOMMENDED MOTION: Council Approval of Applicant Connie Bateman

SUMMARY: Connie Bateman is applying for the vacant seat on the Historical Preservation Commission which was vacated by Cynthia McLeod-Ely on August 21, 2015.

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

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

Department Head: Date:

Finance Director (As to Budget Requirements) Date:

City Attorney (As to Form and Legality) Date:

City Administrator: Terrance Stewart Date: 10-8-15

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

BOARD APPLICATION

Please Print

Board Preference: Historical Preservation Commission

Name: Connie Bateman Date: 9/24/15

Home Address: 6384 S.E. County Road 760 Zip: 34266

Phone: 863-990-3553 ( ) Home (✓) Mobile Yrs of Arcadia residency: 66

Occupation: Retired Name of Business: _____

Business Address: _____

Business Phone: _____ Bus. Fax _____ Email: conniebateman49@gmail

Are you retired? (✓) Yes ( ) No If yes, from what? Educator

Are you currently serving on a City Board? ( ) Yes (✓) No If yes, which one? _____

Educational Background: B.A.E.

Civic Organizations: Chamber of Commerce

Why do you desire to serve on this Board? I have witnessed in my life time the loss of many historic building and home we must stop this loss and preserve our unique heritage.

List Name, Address & Phone Number for three personal references:

1) Beth Carsten City Hall 863-990-2340

2) Mary Kay Burns marykay@burnsbrian.com 863-231-2611

3) Heather Nedley Heather.Nedley@mosaicc 813-455-3167

Connie Bateman

Applicant's Signature

AGENDA No. 5

CITY COUNCIL AGENDA ITEM
Requested Council Meeting Date: October 20, 2015

DEPARTMENT: Administration
SUBJECT: Petition for City to sponsor a volunteer group to develop and implement community based events and projects.

RECOMMENDED MOTION: For discussion and action based upon council discretion.

SUMMARY: Ms. Connie Bateman, Ms. Lucretia Gilmore and Ms. Emily Morris have submitted a written request included within this package that asks the City Council to provide some organization and support for a volunteer group which will develop and implement community based events and projects. Their proposal will call for the city to provide insurance and organizational guidance and resources to accomplish these aims.

FISCAL IMPACT: Unknown at this time
( ) Capital Budget
( ) Operating
( ) Other

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

Department Head: Date:
Finance Director (As to Budget Requirements) Date:

City Attorney (As to Form and Legality) Date:

City Administrator: Terry Stewart Date: 10/09/15

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

Dear Mr. Stewart and Council Members,

We have an untapped resource in our community – a variety of people who love our city and have a desire to channel their energy to bring people together. These people are willing and able to work for our city, with some organization and support of the city, for FREE as volunteers.

A few suggestions from these passionate people include: scarecrows in fall, wreaths for Christmas, a block party in winter, 4th of July celebration in summer (possible goal to break the Guinness World of Records for number of flags in one place at one time), or farmer's/flea market. During the "season" from October – March host food trucks, music or movies on Main, and more. We are interested in collaborating with the other organizations in DeSoto that share the same vision.

These volunteers would need the city to grant permission to host these gatherings, issue permits, cover participants with liability insurance, and provide guidance to plan and carry out these events. These events would be city events, sponsored by the city of Arcadia, and the volunteers would be the worker bees to get it done. School, church, and sports organizations/groups could provide the concessions at each event. They will use the events as a fundraiser and we could create a community calendar so a variety of groups could participate. Our volunteers do not have a goal to make money, but if any is collected, it is then given to the city.

The ultimate goal of these volunteers is to organize activities for our community. While providing positive publicity for the city of Arcadia, we would also facilitate collaboration within our community and increase opportunities for family fun.

We appreciate your consideration to changing the negative attitude many people have about Arcadia. There is currently not much for people to do and we want to be the catalyst of change. We have a long road ahead, but we are ready to take that first step with both feet. Your support would enable us to hit the ground running!

Let's focus not on fighting the old, but building the new. Let's work together on making Arcadia be the best it can be!

Choice. Chance. Change. You've got the choice to take a chance to make a positive change for our community.

Thank you,

Connie Bateman, Lucretia Gilmore, and Emily Morris

Home

The Village & Town of Waterloo have set a record in Guinness Book of Records!!!

WATERLOO - As a rain-soaked crowd cheered and waved flags, Celebrate/Commem Co-chairman Jane Shaffer announced that Waterloo has set a record in Guinness Book Records.

On May 29, 2000, there were 25,898 flags flying in the village. "I am proud and hono announce that our efforts to establish a Guinness world record were successful," Shaffe crowd gathered at the Seneca County Fairgrounds to celebrate the close of the Memoria festivities. "Keep flying the flag to show your pride in your community and your countr

In April 2000, members of Boy Scouts, Girl Scouts and 4-H Clubs canvassed the villag flags and announce the record-setting effort, then returned on Saturday, May 29, to cour flags. Businesses and schools papered their windows with flags, homeowners flew flags their flagpoles, stuck flags on wooden staffs along their sidewalks, and clustered flags o lawns.

Co-chair Kim Pfeiffer said it took months to assemble the required documents to submi Guinness headquarters in England. She sent photos, videos, statements from local offici news clippings. Some documents mailed in August were apparently lost in the mail, and Pfeiffer sent duplicates. In December, she was informed the judges needed more clippin photographs. That shipping was mis-delivered to Ireland. Finally, she learned via e-mail record had been verified to the judges' satisfaction. On May 26, a special delivery arrive Lafayette Park as this year's Celebrate/Commemorate activities were getting under way. are writing to let you know that the most national flags displayed in a single town in on has now officially been accepted as a record by Guinness World Records," the letter rea accompanied by a certificate acknowledging Waterloo's successful record set on May 2 "commemorating the town of Waterloo's historical role as the birthplace of the Memori holiday." The certificate was signed by S. A. Newport, Keeper of the Records for Guinn World Records Ltd. "It was a long struggle, but it was worth it," said Pfeiffer. "Everyon Waterloo can be proud of helping us reach this significant international honor."

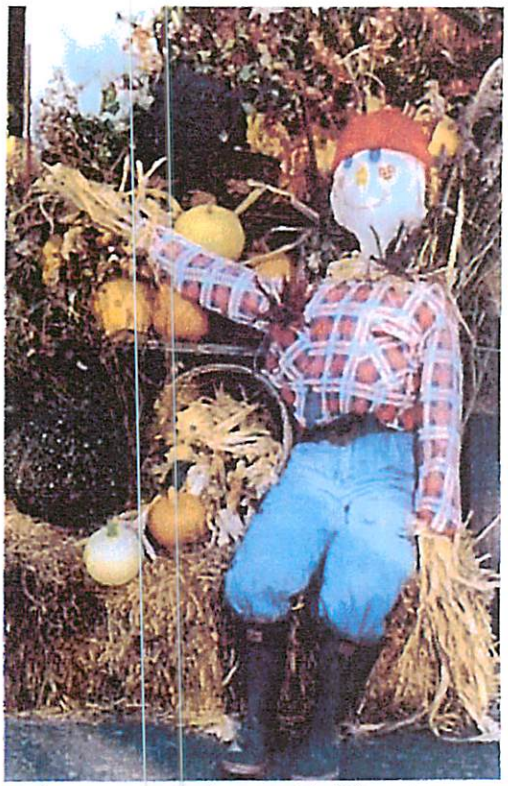
Entertainment Guide

Sports & Recreation|
Leisure Activities

Parties & Celebrations|
Arts & Entertainment|

Scarecrow Festival in Georgia

by Laura Kalinowski, Demand Media



Each scarecrow in the event is different.
Photos.com/Photos.com/Getty Images

If a festival is going to have scarecrows, why not set a record. That's the attitude of Hoschton, Georgia, where every fall, the city's Fall Festival has so many scarecrows that the annual event holds the Guinness Book of Records title -- in 2008, the Scarecrow Stampede had more than 5,440 scarecrows. Although the scarecrows are one of the main attractions, there is much more to this fall festival than meets the eye.

Sponsored Link

Start Download Search Videos w/ HowToSimplified™ On How to Do it Yourself - Free! www.howtosimplified.com

Establishing the Record

To be officially eligible for a Guinness Book of Records title for the most scarecrows, the Guinness World Records required that Hoschton photograph each scarecrow to prove the claim legitimate. In 2008, the city enlisted the services of four photographers to capture the plethora of straw creatures. In addition, two "reputable" individuals from Hoschton had to verif in writing the number of scarecrows present. Guinness took six weeks to verify the record.

Making the Scarecrows

Although Hoschton has scarecrows at each of its fall festivals in large numbers, 2008 was the year that set the record. The

scarecrows are assembled to look like everything from formally dressed businessmen to firefighters to a full church choir in robes. Guinness required that each scarecrow be made of straw, stand on a staff or sticks and "scare crows." Local businesspeople held workshops daily leading up to the record in 2008 to help Hoschton's citizens creatively and effectively assemble their own scarecrows.

Strength in Numbers

According to Hoschton's website, the city saw this as an opportunity to bolster the strength of its Fall Festival within Georgia Not only do the scarecrows make excellent and appropriate decorations for the festival, the website noted, but attempting to set the record helped build pride and excitement in the community. Town officials have noted the scarecrows' implicit impact on the local economy. When the festival is over, Hoschton schools can use the scarecrows to teach social studies and histo lessons. Perhaps most importantly, the town's website noted, the scarecrows "guard the festival from the crows who might gather and cause trouble for the event."

When and Where to Find the Scarecrows

Hochston's Fall Festival is held annually the last weekend of September. Along with scarecrows, activities include concerts, parade, crafts and food vendors and a Sunday worship service. Guests attending the festival will not have any problem finding the scarecrows. Local businesswoman Robbie Bettis told The Atlanta Journal-Constitution that scarecrows are not only on the festival grounds, but, "they're in every subdivision, every nook and cranny. I mean, they're everywhere."

References

Main Street News: Scarecrow World Record
Atlanta Journal-Constitution: Scarecrow Record
Word Records Academy: Hoschton
Hoschton, GA

Resources

Brasleton News Today: Scarecrow Record
YouTube: Scarecrow World Record
YouTube: Hoschton Scarecrows
Houghton Fall Festival: Map

About the Author

Laura Kalinowski has been a professional writer since 2001. She has written for print, television and online publications, including "The Weekly Standard" and Wisconsin Public Television. Kalinowski holds a Bachelor of Arts in journalism from th University of Wisconsin at Madison.

Photo Credits

Photos.com/Photos.com/Getty Images

Photo Slideshows

Yellowstone: 6 Camera-Worthy Sights

9 Breathtaking Glimpses of Autumn

9 Numbing Cocktails for Long Flights

Entertainment Guide »
Travel & Attractions »
Fairs & Festivals »
Scarecrow Festivals »
Scarecrow Festival in Georgia

AdChoices ▶ Movies List ▶ Top Movies ▶ Kids Movies ▶ Good Movies

Small Towns Without Movie Theaters Show Movies Outdoors

By Paul B Murray | Submitted On June 20, 2012

Outdoor movie events bring the movie theater experience outside to create a fun and unique cinema experience. Modern equipment allow outdoor movie viewers to enjoy the same high quality experience enjoyed by traditional movie house patrons. For towns without movie theaters, outdoor movies are a great alternative.

Currently, there are small towns all over the country without cinema complexes. By 2013, more small movie-picture theaters could be closing their doors when the movie industry switches to all-digital technology. Films will no longer be released in traditional 35 millimeter film prints, and theaters without the technology to show digital films will be forced to shut down. The cost of converting to digital in a movie house is around $65,000, leaving this conversion out of reach for many small, older movie theaters.

There are already many towns without a motion picture theater, and this change will lead to more. Residents of towns like this are left with the options of missing out on these movies or traveling to a town with a movie theater. Portable inflatable cinema technology gives these communities another option: outdoor cinema.

Inflatable movie screens are available in a variety of sizes to fit into many different locations, and accommodate small or large crowds. High quality theatrical screens and HD projectors, along with clear sound, bring the movie theater experience to any location. An outdoor movie can be held almost anywhere; holding it at a historic site or downtown can enhance the experience and make it more special for the community.

Going out to see a new movie with friends or family is a completely different experience than watching it at home. Small towns without theaters and those that stand to lose a theater with the digital conversion will be missing out. Outdoor cinema technology can provide a replacement that sometimes proves to be even better than a traditional movie theater.

Movies under the stars provide entertainment and can bring a community together. Event organizers can take their pick of locations, maybe a popular community park, or another location that is special to the community. An outdoor cinema also allows community members to come together and watch a movie all at the same time, rather than being limited by the size of a movie theater. Outdoor movies are being shown in communities all over, to provide a unique cinema experience. For towns without traditional movie theaters, outdoor cinema is even more special. In these towns, outdoor movies replace the movie theater experience by providing another cinema option.

Paul B. Murray is the founder and owner of Southern Outdoor Cinema, LLC, the LARGEST producer of outdoor movie events in the United States for professional sports teams, movie studios, film festivals, marketing agencies, Fortune 500 Companies and cities. Using cutting edge outdoor cinema equipment paired with a proprietary movie event planning system, Southern Outdoor Cinema helps clients create highly successful and highly entertaining outdoor movie events. To learn more about Southern Outdoor Cinema, visit http://www.SouthernOutdoorCinema.com

Article Source: http://EzineArticles.com/?expert=Paul_B_Murray

Waterfront Music Jam Session at Gilchrist Park every Thursday Night

Hosted by Everything Punta Gorda .com · Public

Waterfront Music Jam Session at Gilchrist Park every Thursday Night is on Facebook. To connect with Waterfront Music Jam Session at Gilchrist Park every Thursday Night, join Facebook today.

Join Log In

Join Maybe Invite Post to timeline

Thursday, January 22 at 10:00am - 2:00pm
about 8 months ago

400 West Retta Esplanade, FL , USA

Event Guests

1 went 0 maybe 0 invited

About

Every thursday night musicians of all kind gather along the Charlotte Harbor waterfront to jam at Punta Gorda's Guitar Army.
Casual, Comfortable, and Cool along the Harbor. Relax and enjoy a diverse eclectic mix of guitar, bluegrass, jazz, folk and country music in a setting is quintessential Punta Gorda.
Stop by Gilchrist Park between 6.00 p.m. - 10.00 p.m. for some Free entertainment while the sun goes down over the Charlotte Harbor!
Bring a chair and join in or just listen to the a casual jam groups at Gilchrist Park. (Weather permitting)
The gazebo is the centerpiece.

Log in to Facebook · Facebook ©2015

AGENDA No. 6

CITY COUNCIL AGENDA ITEM
Requested Council Meeting Date: October 20, 2015

DEPARTMENT: Administration
SUBJECT: Consider Salvation Army Special Stipulations for old PD building lease

RECOMMENDED MOTION: Council discretion

SUMMARY: Final lease signature from the Salvation Army (SA) was to be contingent upon staff getting the power to the building turned on and having the A/C system evaluated to insure it was in proper working order. That was successfully accomplished.

The SA has now presented us with and "Exhibit A, Special Stipulations" which they want to add to the lease before signature. . The City Attorney's cover letter on this subject is included herewith. Also included is the lease agreement presented to and accepted by Council.

I am in complete agreement with our attorney that if accepted, the SA "Exhibit A, Special Stipulations" are so substantial that it changes the agreement in a manner which does not reflect the conditions upon which the Council based its approval decision.

The city has acted in good faith throughout this process based upon proposed lease terms and conditions set forth to us by the SA. However, due to the unfavorable and substantial changes that exhibit would create, I must recommend to you that you **do not accept and incorporate the changes.**

FISCAL IMPACT: Lease changes transfer the cost of maintenance from Salvation Army and place them upon the city.
( ) Capital Budget
( ) Operating
( ) Other

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

Department Head: Date:
Finance Director (As to Budget Requirements) Date:

City Attorney (As to Form and Legality) Date:

City Administrator: Terry Stewart Date: 10/08/15

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

Penny Delaney

From: Terry Stewart
Sent: Thursday, October 08, 2015 8:50 AM
To: Penny Delaney
Subject: FW: Exhibit A to Commercial Lease with Salvation Army

From: Terry Stewart
Sent: Friday, October 02, 2015 10:56 AM
To: City Council <CityCouncil@arcadia-fl.gov>
Cc: Directors <Directors@arcadia-fl.gov>; 'TJ Wohl' <tj@heartlandlaw.com>
Subject: FW: Exhibit A to Commercial Lease with Salvation Army

Mayor and Council Members,

This message is a follow up to the lease agreement you recently approved with the Salvation Army (SA) . Negotiations with the SA were completed based upon the initial terms and conditions suggested by them. Captain Prieto of the SA agreed that the lease agreement should move forward for your consideration and approval. Final signature of the SA was to be contingent upon staff getting the power to the building turned on and having the A/C system evaluated to insure it was in proper working order. That assignment was successfully accomplished.

Subsequent to this, administrative staff and our City Attorney's Office have been attempting to get the SA to sign the lease so we could complete this project. We recently learned that the local office of the SA had apparently not done a thorough due diligence on the lease agreement with their main office. The SA has now presented us with and "Exhibit A, Special Stipulations" which they want to add to the lease before signature. A copy of that exhibit is attached hereto. It was received earlier this week and forwarded to the City Attorney for his analysis. You can find his cover letter on this subject attached hereto as well. Also included as an attachment is the lease agreement presented to and accepted by Council.

I am in complete agreement with our attorney that if accepted, the SA "Exhibit A, Special Stipulations" would create several significant changes to the negotiated lease agreement that are not favorable to the City. The changes are so substantial that it changes the agreement in a manner which does not reflect the conditions upon which the Council based its approval decision. For this reason both our attorney and I agree the City cannot finalize the lease as it now stands.

Therefore, I will place this item on the October 20, 2015 agenda for your consideration as to whether you are willing to accept the Special Stipulations as presented within the SA "Exhibit A". The city has acted in good faith throughout this process based upon proposed lease terms and conditions set forth to us by the SA. However, due to the unfavorable and substantial changes that exhibit would create, I must recommend to you that you **do not accept and incorporate the changes.**

Best regards,
Terry Stewart

Terrance(Terry) Stewart, MPA, ICMA-CM
City Administrator
City of Arcadia, Florida
Office (863) 494-4114

Fax (863) 494-4712
tstewart@arcadia-fl.gov
www.arcadia-fl.gov

From: TJ Wohl [mailto:tj@heartlandlaw.com]
Sent: Wednesday, September 30, 2015 4:35 PM
To: Penny Delaney <pdelaney@arcadia-fl.gov>; Terry Stewart <tstewart@arcadia-fl.gov>
Subject: RE: Exhibit A to Commercial Lease with Salvation Army

Penny & Terry,

Attached is a Memo I've drafted to address the above-referenced issue. Provided Terry reviews and has no objections and/or concerns, I'd like to have this provided to Council members ASAP so it can be addressed under City Attorney Comments at Tuesday's meeting.

Terry - I have no objection if you prefer to wait until the October 20 meeting so this matter can be formally included on the Agenda.

Penny - Please note that the Lease and Exhibit A (Special Stipulations) need to be included with the Memo when distributed to Council members.

Please give me a call with any questions or concerns.

Thanks,
TJ

From: Penny Delaney [mailto:pdelaney@arcadia-fl.gov]
Sent: Tuesday, September 29, 2015 1:39 PM
To: T.J. Wohl
Cc: Terry Stewart
Subject: Exhibit A to Commercial Lease with Salvation Army

Good afternoon. Please see attached as the Salvation Army is wanting Council to agree to and sign same.

Penny M. Delaney
City Clerk
City of Arcadia, Florida
23 North Polk Avenue
Arcadia, Florida 34266
pdelaney@arcadia-fl.gov
Telephone: (863) 494-4114
Facsimile: (863) 494-4712

Fla. Stat. 668. 6076. "Under Florida law, e-mail address are public records. If you do not want your e-mail address released in response to a public-records request, do not send electronic mail to this entitiy. Instead, contact this office by phone or in writing."

MEMORANDUM

TO: Arcadia City Council; City Administrator

FROM: Thomas J. Wohl, City Attorney

DATE: September 30, 2015

SUBJECT: Former Police Department Building Lease to Salvation Army - Request to Include Special Stipulations as Exhibit A to Lease

At the September 15, 2015 City Council Meeting, City Council approved the attached Commercial Lease for the Salvation Army to lease the former Police Station Building (hereinafter, the "Premises") for a one (1) year term. The Salvation Army intends to utilize the Premises for those uses set forth in Paragraph 3 of the Lease. As you recall, the Lease provides for a fairly nominal monthly rent ($150.00) in exchange for the Salvation Army's agreement to "maintain the Premises and provide supervision for the use of the Premises." *See Paragraph 2 of the Lease.*

Since that time, and presumably after the local representatives forwarded the Lease to the Salvation Army's corporate offices, the Salvation Army has requested the City Council approve the attached Special Stipulations to the Lease. If agreed to by the City, the terms of the Special Stipulations would control to the extent any provisions of the Lease and Special Stipulations conflict with or are inconsistent with one another. The following outlines the most significant Lease provisions the Special Stipulations would affect.

Maintenance. Despite the parties' original intent that the Salvation Army maintain the Premises, the City's agreement to the Special Stipulations would have the effect of placing that burden entirely on the City. I believe this presents a "deal breaker" for the City, unless the Lease terms can be completely renegotiated, including the monthly rental rate.

Hold Harmless & Indemnification. The City's acceptance of the Special Stipulations would alter the Lease's hold harmless and indemnification provisions so as to be less favorable to the City. However, I do not believe such alteration would be unjust to the City, or place an inordinate burden on the City. I will be happy to address any questions or concerns regarding these potential changes.

Liability Insurance. The Lease requires the Salvation Army to carry a liability insurance policy with no less than $500,000.00 combined single limit coverage of bodily injury, property damage, or combination thereof. The City's acceptance of the Special Stipulations would eliminate this requirement and place the burden of liability insurance on the City.

I'm sure that, at the time of making their presentation to the City Council, the Salvation Army's local representatives were unaware their corporate office would require the Special Stipulations as part of the Lease. Nevertheless, acceptance of the Special Stipulations would materially and substantially alter the terms of the original agreement. Accordingly, I recommend the City Council consider the following two (2) options:

1. Advise the Salvation Army that the Special Stipulations are unacceptable; or
2. Renegotiate the Lease terms with the expectation that the Special Stipulations will be included as Exhibit A.

As always, please feel free to contact me with any questions or concerns.

TJW:ms

COMMERCIAL LEASE

This is an agreement between **CITY OF ARCADIA**, a Florida municipal corporation (herein called "Owner"), whose mailing address is 23 N. Polk Avenue, Arcadia, Florida 34266 and **THE SALVATION ARMY**, a Florida non profit corporation (herein called "Tenant"), whose mailing address is P.O. Box 495126, Port Charlotte, Florida 34949.

1. **PROPERTY; LEASE AND DURATION**. Owner hereby leases the building and lands known as the former City of Arcadia Police Station, which is located at 17 N. Polk Avenue, Arcadia, Florida, (herein called the "Premises") to Tenant upon the terms and conditions set forth below for a one (1) year term beginning October 1, 2015 and ending September 30, 2016.

2. **RENT**. Tenant shall pay to Owner rent of $150.00 per month. Tenant shall make the first payment on or before October 1, 2015 and monthly payments thereafter on or before the 1st day of each month during the term of this Lease. As additional consideration, Tenant agrees to maintain the Premises and provide supervision for the use of the Premises.

3. **USE**. Tenant shall use the Premises for the purpose of providing poverty relief and other charitable objects beneficial to the local community. Said poverty relief and charitable objects shall be limited to: a) the Florida Power & Light Care-to-Share Program; b) providing furniture to those in need; c) food pantry; d) rental assistance; e) clothing assistance; f) back-to-school supply giveaways in July and January; g) Thanksgiving food gift certificates giveaway in November; and h) Christmas gift, toy, and clothing drive in December. Tenant may provide additional services upon Owner's express written consent, which shall not be unreasonably withheld. Tenant will make no unlawful, improper, or offensive use of the Premises.

4. **ALTERATIONS**. Tenant may make additions or alterations in or to the Premises with Owner's approval, which approval will not be unreasonably withheld. Tenant shall be responsible for the cost of any additions or alterations made by Tenant and shall protect and reimburse Owner against possible mechanics', laborers' and materialmen's liens upon the Premises. All exterior signage must be approved in advance by Owner, in writing, as to size, location, content, color and material.

5. **REPAIRS; PREMISES**. Tenant shall keep the Premises in good order and repair, subject to reasonable and ordinary wear and tear.

6. **ASSIGNMENT**. Tenant shall not assign this Lease or sublet the Premises without the written consent of Owner. This prohibition does not include temporary rentals which complement the public purpose of this Lease. Any temporary rental of the Premises will be on a non-discriminatory basis.

7. **INSURANCE AND INDEMNITY**. Tenant will at its own expense and at all times during the term of this Agreement, provide and maintain in effect those insurance policies and minimum limits of coverage as designed below, with companies authorized to do business in the state or country in which the Agreement is to be performed. Insurance will be written with carrier/carriers with a minimum rating of "A-, X" by A.M. Best Rating agency or equivalent agency.

These minimum insurance requirements shall not be interpreted to in any way limit Tenant's defense and indemnity obligations:

A. Specifically recognize and insure the contractual liability assumed by Tenant under this Agreement;
B. Provide that Tenant's insurance shall be primary to and non-contributory with any and all insurance maintained by or afforded to Owner and its affiliated and subsidiary companies, and their respective officers, directors, shareholders, employees and agents;
C. Provide that no cancellation or non-renewal will become effective except upon thirty (30) days prior written notice to Owner except for non-payment of premium;
D. Specifically waive insurers' rights of subrogation against Owner; and
E. Should Tenant's policies provide a limit of liability in excess of such Amounts, Owner shall have the right of the benefit to the full extent of the coverage available.

PROPERTY COVERAGE. Tenant shall procure and maintain for the life of the lease, All Risk/Special Form, coverage including sinkhole and wind storm insurance coverage (or its equivalent), to cover loss resulting from damage to or destruction of the building or any improvements. The policy shall cover a minimum of 100% replacement cost, and it is preferred that it include an agreed value endorsement to waive coinsurance. Tenant shall be solely responsible, at its expense, for any insurance coverage for its personal property, including removable trade fixtures and Tenant's leasehold improvements.

LIABILITY INSURANCE. Tenant shall, at its own expense, maintain a policy or policies of comprehensive general liability insurance with respect to the operations conducted on the leased Premises with the premiums thereon fully paid on or before due date, issued by and binding upon some insurance company approved by Owner, such insurance to afford minimum protection of not less than $500,000.00 combined single limit coverage of bodily injury, property damage or combination thereof. Owner shall be listed as an additional insured on Tenant's policy or policies of comprehensive general liability insurance and Tenant shall provide Owner with current Certificates of Insurance evidencing Tenant's compliance with this paragraph.

CERTIFICATE OF INSURANCE. Upon execution of this Agreement, Tenant must furnish a Certificate of Insurance to Owner evidencing the insurance required herein, written or translated in English. From thereon, Tenant will furnish a valid Certificate of Insurance to Owner annually at the address in the "Notices" clause of this Agreement.

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

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

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

INDEMNIFICATION. Tenant shall indemnify Owner and hold Owner harmless for any and all liability, claims, damages, expenses (including attorney's fees and costs for trial or appeal), proceedings and causes of action of every kind and nature arising out of or connected with the use, maintenance, operation or control of the Premises by Tenant, except as may arise out of conditions occurring or present prior to the commencement of this lease or caused by the misconduct or gross negligence of Owner. This provision shall survive the expiration of the term of this Lease.

8. **UTILITIES**. Owner shall not be obligated to pay any charges for any telephone service, gas, electricity, water, sewer or other utility service or commodity procured or consumed by Tenant.

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

10. **RADON GAS.** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit. Pursuant to §404.056(8), Florida Statutes.

11. **REMEDIES FOR BREACH**. If Tenant breaches any term or condition of this lease, Owner may bring suit to collect all back rent and taxes and terminate this lease and resume possession of the Premises for Owner's account, but Owner's failure to file suit or so terminate shall not be a waiver of Owner's right to do so in case of a continuing or subsequent default or breach. In any action brought by either party for the enforcement of the obligations of the other party, the

prevailing party shall be entitled to recover from the other party all reasonable attorney's fees, paralegal fees, court and other costs, whether incurred before or at trial, on appeal, in bankruptcy or in post judgment collections, from the losing party.

12. **ENTRY BY OWNER**. Tenant shall allow Owner's agent to enter the Premises at all reasonable times and upon reasonable notice for the purpose of inspecting the Premises.

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

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

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

Tenant	**Owner**
Captain Josue Prieto	City Administrator
Salvation Army, Port Charlotte Corps	City of Arcadia
P.O. Box 495126	23 N. Polk Avenue
Port Charlotte, Florida 33949	Arcadia, Florida 34266

Notice shall be considered given when deposited with the U.S. Postal Service or commercial carrier, postage prepaid, or when received by the other party if by facsimile. Each party will be responsible for notifying the other of any change in their address.

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

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

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

19. **NO LIABILITY OF LESSOR**. Owner shall not be liable for any damages done to Tenant's personal property for any reason, including by or from plumbing, gas, water, or other pipes or electrical service in, above, on or about the Premises, nor for damage occasioned thereto by water being upon, or coming through the roof or otherwise, nor for any damage arising from acts of negligence of Tenant.

20. **AMENDMENT**. No amendment, modification, or alteration of the terms hereof shall be binding unless the same is in writing, dated subsequent to the date hereof, and duly executed by each party.

21. **RECORDING**. This Lease may not be recorded.

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

DATED this ____ day of _____, 2015.

Two Witnesses as to Owner:

_____
(Printed Name) _____

_____
(Printed Name) _____

OWNER: CITY OF ARCADIA

By: _____
Judy Wertz-Strickland, Mayor

Attest: _____
Penny Delaney, City Clerk

(corporate seal)

Two Witnesses as to Tenant:

_____
(Printed Name) _____

_____
(Printed Name) _____

TENANT: THE SALVATION ARMY

By: _____
_____, as its _____

By: _____
_____, as its _____

(corporate seal)

H:\TA\Arcadia, City of\Salvation Army\Old PD Building - Salvation Army Lease - rev 9.2.15.wpd

DOING THE MOST GOOD

EXHIBIT A

PROPERTY DEPARTMENT

SPECIAL STIPULATIONS – SINGLE TENANT STAND ALONE OFFICE SPACE

The following Special Stipulations are incorporated in and are part of the foregoing lease (in this Exhibit referred to as the "Lease") by and between City of Arcadia (in this Exhibit referred to as "Landlord") and THE SALVATION ARMY, a Georgia corporation (in this Exhibit referred to as "Tenant") regarding the lease of certain premises described in the Lease (in this Exhibit referred to as the "Premises"). If and to the extent the following Special Stipulations conflict or are inconsistent with any of the other provisions of the Lease, including other exhibits and attachments to the Lease, these Special Stipulations shall control.

1. Landlord represents and warrants: (i) Landlord is the owner of the Premises; (ii) the Premises are not the subject of any other lease and, except for the lien referenced in Special Stipulation no. 2 below, is not subject to any deed to secure debt, mortgage or other lien or encumbrance; (iii) Landlord is not aware of any pending or threatened condemnation proceedings affecting the Premises; (iv) the Premises now comply and, as of the date Tenant begins its occupancy of the Premises, will comply, with all requirements of any and all legally constituted public authorities; and (v) Tenant's intended use of the Premises (as referenced in the Lease) is a permitted use by right in the applicable zoning classification and is not a non-conforming use or a conditional use, and no variances are needed with respect to the Premises, and the Premises may be legally occupied and used for Tenant's intended use. Landlord covenants that Tenant shall, upon performing its obligations under this Lease, peacefully and quietly have and enjoy possession of the Premises, throughout the term of the Lease (in this Exhibit referred to as the "Lease Term").

2. Concurrently with the signing of the Lease, Landlord, Tenant and any Landlord lender holding a deed to secure debt, mortgage or similar lien or encumbrance encumbering the Premises, shall sign a subordination, non-disturbance and attornment agreement in a form reasonably acceptable to Landlord, Tenant and the Landlord's lender.

3. Landlord and Tenant shall conduct a joint inspection of the Premises at a mutually agreed time prior to Tenant taking occupancy of the Premises.

4. Tenant shall have 24 hours per day, 7 days per week, 52 weeks per year access to the Premises, and the adjacent parking facilities.

5. Landlord shall not have the right to relocate Tenant to other space or premises.

6. Landlord represents, warrants and covenants that the Premises, including all equipment and systems and other improvements serving the same or located thereon, now are in good and operable condition and will be when Tenant begins its occupancy of the Premises and for a period of twelve (12) months immediately thereafter.

   Tenant shall obtain an HVAC maintenance contract and maintain such in force during the Lease Term. Following the twelve (12) month period referenced in the first paragraph of this Special Stipulation no. 6, Tenant shall be responsible for repairs to the HVAC system costing less than $500,00 per occurrence, but not for replacement of any HVAC compressor, and Landlord shall be responsible for repairs to the HVAC system costing $500.00 or more per occurrence, and for replacement of HVAC compressor(s).

   Following the twelve (12) month period referenced in the first paragraph of this Special Stipulation no. 6 and except for HVAC matters which are addressed in the second paragraph of this Special Stipulation no 6, Tenant shall be responsible for repair and maintenance of the equipment and systems located within and which exclusively serve the Premises. Tenant also shall be responsible for repairs made necessary due to its neglect or fault. However, in an instance where the cost of repair exceeds two (2) months of base rent and the repair is not made necessary because of Tenant's neglect or fault, then Tenant may terminate the Lease by providing written notice of termination to Landlord and the termination shall become effective as of the termination date specified in Tenant's written notice (which date shall be no earlier than thirty (30)

days immediately following the date of Tenant's notice) and which notice shall eliminate Tenant's obligation to make the repair unless Landlord shall, within ten (10) business days of the date of Tenant's notice, pay to Tenant (or make arrangements satisfactory to Tenant for payment of) all costs of the repair in excess of two (2) months base rent, or agree in writing to promptly make the repair with Tenant contributing to the costs of such repair in amount not more than two (2) months base rent.

In addition to and not in lieu of Landlord's responsibilities elsewhere under the Lease, Landlord shall be responsible for repairs and maintenance to the roof, exterior walls (exclusive of doors and glass), structure and foundation, and for all repairs and maintenance not the responsibility of Tenant under this Special Stipulation no. 6.

7. Tenant shall not be obligated to indemnify and save Landlord harmless to the extent a claim or damage or expense results from negligence, misconduct or intentional acts by Landlord, or any Landlord representative, agent, contractor or employee, or from Landlord's breach of the Lease or of any Landlord representation, warranty or covenant contained in the Lease, nor to the extent any claim or damage involves property of Landlord or a third party and does not result from the negligence or intentional conduct of Tenant, or any Tenant representative, agent, contractor or employee.

8. Landlord agrees to and does hereby indemnify and save Tenant, its officers, employees and invitees harmless from and against all claims and damages, and all expenses incurred by Tenant, including without limitation attorney's fees and court costs, as a result of intentional acts, misconduct or gross negligence by Landlord, or by any Landlord representative, agent, contractor, or employee, or from Landlord's breach of the Lease or of any Landlord representation, warranty or covenant contained in the Lease.

9. Tenant self-insures its own personal property and public liability with regard to its activities at the Premises. Tenant does not insure or provide insurance against loss or damage to the Premises or to the personal property or other property of Landlord or that of others. Landlord shall be responsible for obtaining and maintaining casualty and public liability insurance with regard to the Premises and the immediately surrounding property which is owned or leased by Landlord.

10. Prior to Tenant being in default and prior to Landlord invoking any of the rights and remedies afforded Landlord on account of a Tenant failure or default, Landlord shall provide Tenant written notice of failure and an opportunity to cure. Tenant shall have ten (10) days from receipt of such written notice to cure a payment failure and thirty (30) days from receipt of such written notice (or such longer period if Tenant promptly undertakes to cure and diligently pursues cure to completion) to cure any other failure.

11. In the event Landlord fails to perform any of its obligations under the Lease, and the failure continues for thirty (30) days or more after Tenant provides Landlord written notice of the failure (unless Landlord promptly commences to cure such failure and diligently pursues such to completion), Tenant shall be entitled to provide Landlord and Landlord's mortgagee (if any) with an additional written notice of such failure (the "Second Default Notice"), which, in order to be effective, must clearly, conspicuously, and in bold type face set forth the following, or substantially the following, statement at the top of the first (1st) page of the Second Default Notice: "SECOND DEFAULT NOTICE! FAILURE TO COMMENCE TO CURE THE DEFAULT DESCRIBED BELOW WITHIN FIVE (5) BUSINESS DAYS AFTER THE RECEIPT OF THIS SECOND DEFAULT NOTICE WILL ALLOW TENANT TO EXERCISE ITS RIGHT TO SELF-HELP." If Landlord or its mortgagee (if any) fails to commence to cure such failure within such five (5) business day period or thereafter fails to pursue such cure diligently to completion, Tenant may, but is under no obligation to, perform such maintenance, repair or other obligation. If Tenant undertakes to perform Landlord's obligation in accordance with this provision and after the written notice set forth herein, Landlord promptly shall reimburse Tenant for Tenant's reasonable out-of-pocket costs. If Landlord fails to reimburse Tenant within thirty (30) days of Tenant's written notice to Landlord and mortgagee (if any) of its costs, Tenant may deduct the costs, and interest thereon at the default rate set forth in the Lease, against one-half (1/2) of the monthly base rent until such time as Tenant is reimbursed in full. The other one-half (1/2) of the monthly base rent shall be paid as and when provided in the Lease. The rights and remedies available to Tenant under this Special Stipulation no. 11 are in addition to and not in lieu of other rights and remedies available to Tenant.

12. Both Landlord and Tenant shall have a duty to take such actions as are reasonable under the circumstances to mitigate any damage resulting from the other's default.

13. Tenant may terminate the Lease upon written notice to Landlord in the event (a) a fire or other casualty causes damage to the Premises that is estimated to or does in fact take more than forty-five (45) days from the date of the casualty to repair (but written notice of termination must be given prior to the completion of repair); or (b) any governmental or similar authority takes any part of the Premises by condemnation or similar action.

14. Landlord hereby grants Tenant an option to end the Lease Term at any time after the initial thirty-sixth (36th) months of the Lease Term; provided, however, to exercise this early termination option, Tenant must give Landlord written notice of its exercise of this option no less than ninety (90) days prior to the effective date of the early termination date and pay to Landlord an early termination fee equal to one and one-half (1.5) months rent for each twelve (12) month period remaining in the Lease Term (as of the effective date of the early termination). Tenant shall pay the early termination fee to Landlord no later than one month prior to the effective date of the termination. (This provision applies only if the Lease Term is more than thirty-six (36) months.)

15. Tc the extent the Lease contains any provisions providing for any automatic renewal or automatic extension of the Lease Term, such provision(s) are of no effect. Except as provided in below Special Stipulation no. 16, there shall be no renewal or extension of the Lease Term except via Tenant's written exercise (by an authorized corporate officer of Tenant at Tenant's corporate headquarters in Atlanta, Georgia and in strict accordance with the Lease) of one or more options to extend or renew the Lease Term available to Tenant under the Lease or via a written lease amendment signed by the Landlord and an authorized corporate officer of Tenant at Tenant's corporate headquarters in Atlanta, Georgia providing for such renewal or extension and the terms thereof.

16. Should Tenant remain in the Premises beyond the Lease Term with Landlord's acquiesce or consent, the same rent and other Lease terms shall continue to apply except that the continuation of Tenant's lease and occupancy only shall be on a month to month basis – unless and only unless otherwise provided via a written lease amendment signed by the Landlord and an authorized corporate officer of Tenant at Tenant's corporate headquarters in Atlanta, Georgia providing for the extension and the terms thereof.

17. At the end of the Lease Term, Tenant shall not be required to remove any improvements or items (whether or not installed by Tenant) other than Tenant's movable personal property and signage.

18. Tenant shall not be required to provide Landlord with financial statements during the Lease Term.

19. Landlord shall not have a security interest in any of Tenant's property.

20. Tenant shall have twenty (20) business days from written request by Landlord to review, sign and return any requested documents.

21. In every instance in which a party to the Lease is (a) called upon to give its consent or approval, such consent shall not be unreasonably withheld or delayed or conditioned; (b) called upon to exercise its discretion, such discretion shall be reasonably exercised; and (c) required or permitted to do or refrain from doing any act, and in all matters relating to the Lease, such actions shall be taken or not taken in a reasonable, good faith manner.

22. Notices to Tenant required or permitted under the Lease shall be directed to Tenant at the Premises and also to Tenant at:

The Salvation Army
2120 Loveland Blvd.
Port Charlotte, FL 33980
[Local TSA headquarters]

MAILING ADDRESS:
The Salvation Army
PO Box 495126
Port Charlotte, FL 33949-5126

with a copy to:

The Salvation Army, a Georgia corporation
Attn: Territorial Property Secretary
1424 N.E. Expressway
Atlanta, GA 30329

23. If not in the Lease, an additional clause shall be and is hereby added to the Lease, to read as follows:

The provisions included in Exhibit "A" attached to this Lease, (the "Special Stipulations") are incorporated in and are part of this Lease. To the extent the Special Stipulations conflict or are inconsistent with any other provisions of this Lease (whether or not referenced in the Special Stipulations), including other exhibits and attachments to the Lease, the Special Stipulations shall control.

LANDLORD	THE SALVATION ARMY, a Georgia corporation
By:_____	By:_____
Title: _____	Title:_____
Date Signed: _____	Date Signed: _____

AGENDA No. 7

CITY COUNCIL AGENDA ITEM
Requested Council Meeting Date: October 20, 2015

DEPARTMENT: Administration
SUBJECT: Planning Advisory Services Contract with the Central Florida Regional Planning Council (CFRPC)

RECOMMENDED MOTION: Motion to approve the Planning Advisory Services contract with the Central Florida Regional Planning Council for fiscal year 2015-2016 in the amount of $20,000.

SUMMARY: The City of Arcadia previously selected the CFRPC to provide professional planning service for the city and they are our current provider. The length of the initial contract is nearing completion and a new contract must be accomplished by November 1, 2015. City Attorney Wohl has reviewed the contract and finds it acceptable as to form and legality.

FISCAL IMPACT: The cost for contract services is $20,000 and is provided within the 2015-16 fiscal year budget.
( ) Capital Budget
( ) Operating
( ) Other

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

Department Head: Date:
Finance Director (As to Budget Requirements) Date:

City Attorney (As to Form and Legality) Date:

City Administrator: Terry Stewart Date: 10/09/15

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

September 28, 2015

Mr. Terrance Stewart, MPA ICMA-CM, City Administrator
City of Arcadia
P.O. Box 1000
Arcadia, FL 34265
tstewart@arcadia-fl.gov

Via Email

RE: Planning Advisory Services Contract

Dear Mr. Stewart:

Enclosed please find a Planning Advisory Services (PAS) Contract for the CFRPC to provide professional planning services to the City of Arcadia for the 2015-2016 Fiscal Year.

The PAS Contract is for $20,000 and includes continued professional planning services to the City as indicated in Attachment A, I-III of the contract including but not limited to:

- Assistance with comprehensive plan amendments, rezonings, and large project review, subdivision review;
- Minor revisions to the Land Development Regulations;
- Comprehensive mapping services.

Please contact me if you have any questions or concerns regarding the enclosed contract. In order for the CFRPC to provide these services in the new fiscal year, we request that the City execute these contracts by November 1, 2015.

Please sign two copies of the enclosed contract and return them to the CFRPC to my attention. We will return one original to your attention following signature of the CFRPC officials.

We greatly appreciate the opportunity to be of service to the City of Arcadia.

Sincerely,

Jennifer J. Codo-Salisbury

Jennifer Codo-Salisbury, MPA, AICP
Planning and Administrative Director

Attachment: Planning Advisory Services (PAS) Contract

PLANNING ADVISORY SERVICES AGREEMENT

with the

CITY OF ARCADIA

THIS AGREEMENT is made and entered into this _____ day of _____, 2015, by and between the **Central Florida Regional Planning Council** (hereinafter referred to as the "COUNCIL") and the **City of Arcadia** (hereinafter referred to as the "CITY").

BACKGROUND

A. The CITY desires to engage the COUNCIL to provide professional planning services to assist the CITY in complying with the requirements of growth management laws; to provide technical assistance to the Planning and Zoning Board, elected officials, and CITY staff members on the evaluation and processing of land development proposals; and to maintain the Comprehensive Plan, Future Land Use Map, Land Development Code, and Official Zoning Map; all of which is detailed in Attachment A, I-III – Scope of Work, and is a part of this Agreement.

B. The COUNCIL desires to provide such professional services in accordance with this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties hereto do mutually agree as follows:

I. GENERAL

The CITY engages the COUNCIL to assist the CITY in fulfilling the requirements of Chapter 163, Florida Statutes, and all relevant amendments to these statutes, and any other pertinent state law or rule related to Growth Management; and the COUNCIL shall provide the professional services required under this Agreement with the CITY.

II. SCOPE OF WORK

The COUNCIL shall perform, in a satisfactory and proper manner, the work and services detailed in Attachment A - Scope of Work, and shall satisfy all requirements of the guidelines specified therein.

III. COMPENSATION

This is a fixed fee agreement. The fixed fee for General Planning Services (I-III in Attachment A) is **$20,000 (twenty thousand dollars)**. As consideration for performance of all work rendered under this Agreement, the CITY agrees to pay a fixed fee for the Generalized Planning Services of **$20,000 (twenty thousand dollars)** to be paid in four (4) payments, beginning November 1, 2015 with a final payment due July 1, 2016. Payment shall be made upon receipt of an acceptable completed invoice from the COUNCIL, which shall be presented to the CITY. Payments will be due as follows:

November 1, 2015	$5,000
January 1, 2016	$5,000
April 1, 2016	$5,000
July 1, 2016	$5,000

All fees and payments for additional Scope of Work, if required, shall be negotiated.

IV. PERIOD OF AGREEMENT

The services of the COUNCIL are to commence upon execution of this agreement.

V. MODIFICATION OF AGREEMENT

A. Either party may request changes in the services or Scope of Work to be performed by the COUNCIL pursuant to this Agreement, including adjustments in the funds provided under the Agreement if necessary and appropriate. Such changes mutually agreed upon by and between the CITY and the COUNCIL shall be incorporated in written amendments to this Agreement signed by both parties.

B. Any extensions of the Agreement shall be mutually agreed upon by and between the CITY and the COUNCIL and shall be incorporated in written amendments to this Agreement signed by both parties.

VI. TERMINATION

A. This Agreement may be terminated by the written mutual consent of the parties.

B. Either party may terminate this Agreement for cause upon written notice of thirty (30) days. Written notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.

C. In the event the Agreement is terminated, the COUNCIL shall be reimbursed in the amount commensurate with the work satisfactorily accomplished on the effective date of termination.

VII. COMPLIANCE WITH LAWS

The COUNCIL warrants, represents, and agrees that it will comply with all federal, state, and local laws, rules, and regulations applicable to the fulfillment of the requirements of this Agreement.

VIII. PERSONNEL

A. The COUNCIL represents that it has, or will secure at its own expense, personnel necessary to perform the services under this Agreement.

B. The COUNCIL shall continuously staff the project with personnel as deemed necessary by the COUNCIL to fulfill its obligations under this Agreement. Qualified persons may be added, deleted, or substituted at any time during the period of this Agreement, as the COUNCIL may deem necessary or appropriate.

IX. DATA TO BE FURNISHED TO COUNCIL

Upon reasonable request of the COUNCIL, the CITY shall provide to the COUNCIL, at no cost, all information, data reports, records, and maps in its possession, or which become available to it, that are necessary for the execution of work of the COUNCIL under this Agreement.

X. RIGHT TO WORK PRODUCTS

Copies of all work products shall become property of the CITY.

XI. ASSIGNMENT

This Agreement shall not be assignable.

XII. TERMS AND CONDITIONS

This Agreement and attachments incorporated by reference constitute all the terms and conditions agreed upon by the parties.

IN WITNESS WHEREOF, the CITY and the COUNCIL have caused this Agreement to be executed by their undersigned officials as duly authorized.

CITY OF ARCADIA

By: _____

_____
Witness

Approved as to legal form and sufficiency:

_____
City Attorney

_____
Council Attorney

CENTRAL FLORIDA REGIONAL PLANNING COUNCIL

By: _____
Patricia M. Steed, Executive Director

_____
Witness

City of Arcadia
SCOPE OF WORK FOR FY 2015-2016

GENERAL PLANNING SERVICES

I. GROWTH MANAGEMENT ADMINISTRATION

A. The COUNCIL shall advise and assist the CITY in the preparation of small scale and large scale Comprehensive Plan amendments made necessary by annexations, citizen requests, State statute changes, and CITY initiated requests.

B. The COUNCIL shall provide technical assistance to the elected officials, Planning and Zoning board and CITY staff members on the evaluation and processing of land development proposals (i.e., comprehensive plan amendments, zoning applications, subdivision plats, site plans, etc.).

C. The COUNCIL shall provide technical assistance on occasional and minor revisions to the Land Development Code.

D. The COUNCIL shall coordinate training sessions on State statute and rule changes that effect the CITY'S compliance with Chapter 163, F.S., as necessary.

II. ROUTINE MAPPING (ON GIS BASE MAP)

A. The COUNCIL shall prepare updates to the Map Series for the Comprehensive Plan made necessary by annexations, land use changes and text amendments.

B. The COUNCIL shall prepare updates to the Official Zoning Map made necessary by annexations, requests for re-zonings and Comprehensive Plan amendments.

III. LARGE SCALE PLAN REVIEW

The COUNCIL shall advise and assist the CITY on matters concerning the review of proposed large scale development projects on such subjects as, (a) the contents of proposed plans, (b) the processes for development review, (c) the integration of the development and its infrastructure plans into the CITY'S Comprehensive Plan, (d) coordination of review and (e) consistency with the Land Development Code and Comprehensive Plan.

AGENDA No. 8

CITY COUNCIL AGENDA ITEM
Requested Council Meeting Date: October 20, 2015

DEPARTMENT: Administration
SUBJECT: Resolution 2015-07; Supporting City Government Week - October 18-24, 2015

RECOMMENDED MOTION: Approval of Resolution 2015-07 recognizing and supporting City Government Week - October 18-24, 2015.

SUMMARY: City Government is the government closest to most citizens and our citizens are dependent upon local government to provide quality services. City Government Week is designated to recognize the valuable work local governments do in providing the necessary services and quality of life components required to create a quality living environment.

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

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

Department Head: Date:

Finance Director (As to Budget Requirements) Date:

City Attorney (As to Form and Legality) Date:

City Administrator: Terrance Stewart Date: 10-8-15

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

RESOLUTION 2015-07

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARCADIA, FLORIDA, RECOGNIZING CITY GOVERNMENT WEEK, OCTOBER 18-24, 2015 AND ENCOURAGING ALL CITIZENS TO SUPPORT THE CELEBRATION AND CORRESPONDING ACTIVITIES AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, city government is the government closest to most citizens, and the one with the most direct daily impact upon its residents; and

WHEREAS, city government is administered for and by its citizens, and is dependent upon public commitment to and understanding of its many responsibilities; and

WHEREAS, city government officials and employees share the responsibility to pass along their understanding of public services and their benefits; and

WHEREAS, Florida City Government Week is a very important time to recognize the important role played by city government in our lives; and

WHEREAS, this week offers an important opportunity to spread the word to all the citizens of Florida that they can shape and influence this branch of government which is closest to the people; and

WHEREAS, the Florida League of Cities and its member cities have joined together to teach students and other citizens about municipal government through a variety of different projects and information; and

WHEREAS, Florida City Government Weeks offers an important opportunity to convey to all the citizens of Florida that they can shape and influence government through their civic involvement; and

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

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

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

SECTION 2. That the City Council does encourage all citizens, City employees and City officials to do everything possible to ensure that this week is recognized and celebrated accordingly.

SECTION 3. That the City Council does encourage educational partnerships between the City and schools located within Desoto County, Florida.

SECTION 4. That the City Council does support and encourage all other city governments to actively promote and sponsor "Florida City Government Week."

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

PASSED BY THE CITY COUNCIL OF THE CITY OF ARCADIA, FLORIDA, in regular session this 20th day of October, 2015.

ATTEST:

CITY OF ARCADIA, FLORIDA

Penny Delaney, City Clerk

Judy Wertz-Strickland, Mayor

APPROVED AS TO FORM:

Thomas J. Wohl, City Attorney

AGENDA No. 9

CITY COUNCIL AGENDA ITEM
Requested Council Meeting Date: October 20, 2015

DEPARTMENT: Administration
SUBJECT: Specific Authorization to amend the Professional Services Agreement with Hazen and Sawyer.

RECOMMENDED MOTION: Motion to approve Specific Authorization No. 20 to the Agreement for Professional Services with Hazen and Sawyer in the amount of $1,000,000, with said approval to be contingent upon final approval and funding of a requested $850,000 grant from the Florida Department of Environmental Protection.

SUMMARY: As is generally known, the city's sewer collection system has significantly degraded over the years and is now suffering from a great deal of Inflow and Infiltration due to broken and/or leaking pipes. Multiple collection pipe failures continue to plague our sewer utility. There is also a substantial lack of system information detailing specific location, size and current condition of the collection piping system. The proposed project will provide for video examination to record pipe condition along with location mapping. This information is vital towards the city's ability to provide accurate data supporting any outside funding request we may make to enable a system rebuild. The Administrator recommends approval of this Specific Authorization contingent upon final approval and funding of the FDEP grant for $850,000

FISCAL IMPACT: Unknown at this time
( ) Capital Budget
( ) Operating
( ) Other

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

Department Head: Date:
Finance Director (As to Budget Requirements) Date:

City Attorney (As to Form and Legality) Date:

City Administrator: Terry Stewart Date: 10/12/15

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

SPECIFIC AUTHORIZATION NO. 20

City of Arcadia
Sanitary Sewer Evaluation

THIS DOCUMENT, executed this _____ day of _____, 2015, is Specific Authorization No. 20 to the Agreement for Professional Services dated September 21, 2010 and amended on August 18, 2015 (hereinafter called the "AGREEMENT"), between the City of Arcadia, a Florida municipal corporation (hereinafter called "OWNER") and Hazen and Sawyer (hereinafter called "ENGINEER").

WHEREAS, the AGREEMENT provides that the OWNER may authorize the ENGINEER, by Specific Authorization, to perform professional services; and

WHEREAS, The OWNER currently owns and operates a 2.0 mgd wastewater treatment plant and collection system that has been subject to infiltration and inflow resulting in wastewater overflows within the City; and

WHEREAS, the OWNER has requested funding from the Florida Department of Environmental Protection (FDEP) State Revolving Fund (SRF) program which has been listed on the priority list in August 2015 for planning; and

WHEREAS, the OWNER desires the ENGINEER to provide engineering services related to evaluating the collection system and preparing the necessary planning documents so that they may proceed to request additional funding to perform the necessary repairs to the system.

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein, OWNER and ENGINEER agree as follows:

BACKGROUND

The OWNER has applied to the FDEP for State Revolving Funding for loan forgiveness and low interest loans to perform a detailed sanitary sewer evaluation to determine sources of infiltration and inflow (I/I) within it's collection system. The project has been placed on the fundable portion of the FDEP Water Pollution Control SRF Priority List for Fiscal Year 2015 at the August priority listing meeting. This planning project (WW48021) was listed for $1,000,000 where it is expected that $835,800 will be principal forgiveness and the remainder will be low interest loan.

As part of the planning steps, the OWNER has requested assistance from the ENGINEER in preparing the necessary planning documents which will include a detailed sanitary sewer system evaluation of the collection system. This is estimated to be approximately 200,000 LF of gravity sewer lines including 700 manholes and 50,000 LF of laterals. In addition, the ENGINEER will prepare a Facilities Plan that summarizes the findings of the study and provides cost effective recommendations for repair and estimated cost for submittal to regulatory agencies for additional funding for correction. ENGINEER will also provide administration assistance associated with the project, retain the necessary subcontractors to perform work required to complete the evaluation as detailed in the scope of services.

SCOPE OF SERVICES

The ENGINEER agrees to perform engineering services associated with performing a sanitary sewer evaluation and associated task as described below:

Task 1 – Project Administration

- ENGINEER will provide overall project coordination with FDEP, City staff and subcontractors.
- ENGINEER will retain necessary subcontractors for completion of the evaluation.
- ENGINEER will assist City with responding to FDEP requests associated with the SRF funding requirements and preparation of disbursement request for work performed by Engineer and it's subcontractors.
- ENGINEER will provide monthly status reports that documents work performed within past month.

Task 2 – Data Review and Preliminary Assessment

- Engineer will review past CCTV reports and pump station data provided by OWNER to develop prioritization plan for CCTV work.
- ENGINEER will develop basin maps of the OWNERs entire collection system with GIS.
- ENGINEER will perform preliminary assessment of collection system utilizing the Sewer Line Rapid Assessment Tool which utilizes sound waves to analyze pipe lines. This assessment tool will identify those pipes that are in good condition and do not require cleaning and closed-circuit televising (CCTV) inspection of the pipeline. It will also identify those sewers that have damage, require heavy cleaning so that areas can be prioritized for CCTV inspection.
- ENGINEER will update basin maps upon completion of preliminary assessment of the system and review of past reports and prioritize areas for inspection that will be provided to subcontractors

Task 3 - Cleaning and Closed-Circuit Televising (CCTV) Inspection of Sanitary Sewers and Laterals

- The cleaning and TV inspection of the sanitary sewer system will be performed by ENGINEER's subcontractor. Cleaning will be based on amount of debris removal required to perform video inspection. Light cleaning (< ¼ pipe diameter; medium cleaning (¼ to ½ pipe diameter); heavy cleaning (>½ pipe diameter). Cleaning will only be performed on pipes when required to perform CCTV evaluation.
- It is estimated that CCTV Inspection may be performed for up to 200,000 LF of sanitary sewer pipe ranging in size from 4" to 18" with a color, closed-circuit pan and tilt video camera. However, this amount is anticipated to be reduced using the rapid assessment tool.
- Continuous audio and video inspection of the pipes, recorded on DVDs or other electronic media will be provided.

- A detailed PACP Inspection report using NASSCO PACP/MACP coding will be provided for all sewers inspected.

- In addition to inspection of sewers, laterals to the cleanout may also be inspected if it is determined during the CCTV inspection that there may be issues to the laterals. Inspection of laterals will be from the main sewer line to cleanout only and will not include homeowner service lines to cleanout located on private property. It is estimated that up to 500 laterals may be inspected as part of the survey.
- Generate rehabilitation summary tables using PipeTech TV inspection system for all sewer pipes that identify each defect will be provided with include the following associated information:
  - ✓ Upstream and downstream manhole number.
  - ✓ Pipe length, diameter, depth and material.
  - ✓ All defects, location, image, description and grade based on PACP standards

Task 4 – Manhole Inspection

- ENGINEER will provide Field Coordinator to inspect all manholes which will include determination of the physical condition of manholes in order to allow ENGINEER with sufficient information to estimate rehabilitation costs and select method.
- Identify problem areas, such as buried manholes, and help verify the sewer maps.
- Obtain GPS coordinates of each manhole identified for updated GIS mapping.
- Inspect each manhole with the use of a strong artificial light or reflected sunlight and record the following data –
  - ✓ Manhole designation.
  - ✓ Manhole size and opening.
  - ✓ Number and size of holes, if any, in manhole covers.
  - ✓ Cover defects enabling inflow into the system.
  - ✓ Susceptibility to ponding (whether the cover would become submerged in wet weather).
  - ✓ Sketch of invert showing direction of flow.
  - ✓ Construction materials and conditions of cover, frame, rings, corbels, walls, steps, aprons and troughs.
  - ✓ Quantification of visible sources of infiltration.
  - ✓ Special problems and conditions, such as surcharges and bypasses.
  - ✓ Type and amount of debris in the manhole.
  - ✓ Incoming and outgoing sewer lines connected to the manhole.
- Provide MACP Inspection report using NASSCO PACP/MACP coding

- Perform visual inspection of surrounding roadway and document condition of roadway that near manhole in order to assess if replacement or lining would be the preferred method of rehabilitation, for pipelines entering manhole. Provide letter grading for associated roadway and identify on map.

Task 5- Field Coordination

- ENGINEER will provide PACP/MACP certified field coordinator to oversee all TV and Cleaning performed by subcontractor and verify necessity of medium and heavy cleaning. Field Coordinator will also identify laterals that require additional inspection.

- ENGINEER will provide oversight of the TV and Cleaning contractor(s) and quality control reviews of the sewer videos, and defect coding.

Task 6 – GIS Update of Sanitary Sewer System

- ENGINEER will update GIS maps based on actual GIS data that is obtained in the field for all manholes.

Task 7 – Sanitary Sewer Evaluation Survey (SSES) Report with Rehabilitation Plan

- ENGINEER will review all CCTV inspection tapes and surveys and record and document the nature and location of pipe conditions that may require intervention and/or correction, including offset or separated joints, protruding or damaged service connections, roots or solids accumulations, cracked or broken pipe, and any other defects that may permit groundwater infiltration or compromise structural or operational integrity
- ENGINEER will develop a report to document data collection and analysis tasks completed throughout the project.
- ENGINEER may utilize the services of a geotechnical engineer, if sinkholes are identified to determine subsurface conditions which will be utilized in preparing recommendations for rehabilitation.
- ENGINEER may obtain the services of a local surveyor, to obtain survey data to verify location of easements, invert elevation, rim elevations and other location data.
- ENGINEER will prioritize the recommended rehabilitation work based on cost-effectiveness and other factors. Rehabilitation of a collection system main line, manhole or service line is typically termed "cost-effective" when the cost of rehabilitation to remove a given amount of extraneous flow is less than the cost of continuing to transport, treat, and dispose of that same amount of extraneous flow over a selected time period. The cost-effectiveness will evaluate the materials, techniques, and technologies for proposed sanitary sewer improvements and selected
- ENGINEER will generate rehabilitation summary tables for all sewer pipes and manholes that identify each defect and provide the following associated information.
  - ✓ Upstream and downstream manhole number.
  - ✓ Pipe length, diameter, depth and material.
  - ✓ Defect description, I-I quantification, recommended repair method, estimated repair cost, and estimated payback period.

- ENGINEER will sort and organize the rehabilitation summary tables by drainage area, repair category, and payback period. Rehabilitation summary tables can be used to develop contractor task assignments to be awarded in the rehabilitation program under a subsequent phase of work.
- Provide copies of draft report for review by CITY.
- Meet with CITY to review draft report.

Task 8- Facility Plan Development

- Using information provided from the SSES, ENGINEER will develop Facilities Plan that meets the requirements of FDEP and shall include the following:
  - ✓ Executive summary
  - ✓ Alternatives analysis and cost comparison
  - ✓ Environmental impacts
  - ✓ Selected alternative
  - ✓ Public participation process
  - ✓ Financial feasibility/Capital Financing plan (to be provided by CITY)
  - ✓ Schedule for implementation
- ENGINEER shall prepare presentation for public participation which will outline the Facility Plan and proposed improvements, associated cost, environmental impacts and adopting resolution.
- ENGINEER shall assist with responding to and updating the facility plan based on comments from FDEP and the State of Florida Clearinghouse. Updated facility plan will be provided to CITY for submittal to FDEP and State of Florida Clearinghouse.

Task 9 – Fiscal Sustainability and Cost and Effectiveness Certification

- Based on the information provided in the SSES and updated GIS, ENGINEER will prepare a fiscal sustainability plan and certification for cost and effectiveness for the collection system for submittal to FDEP as required for SRF funding

Task 10 – Inflow Correction and Emergency Point Repairs –

- As part of the evaluation of the sanitary sewer system, it is anticipated that emergency point repairs may be necessary to evaluate the collection system, due to collapsed lines as a result of cleaning activity and other unidentified occurrences. In addition, the FDEP as indicated that inflow correction activities, such as sealing of manholes, cleanout caps and replacement of cleanouts may be performed. It is anticipated that these repairs will be performed by a licensed contractor and will be overseen by Hazen and Sawyer. To assure this is performed in a cost effective manner, Hazen and Sawyer will prepare a list of anticipated types of emergency point repairs and inflow correction activities that can be performed and obtain pricing from a minimum of three contractors.

SUBCONTRACTORS

In order to perform the tasks noted above, the ENGINEER intends to utilize the services of several types of subcontractors which are noted below. ENGINEER will not be adding overhead to the Subcontractor fees but will include time associated with administering the subcontracts associated with the tasks below which may include the following:

TV and Cleaning: ENGINEER will utilize the services of a subcontractor to provide light, medium and heavy cleaning as necessary to perform video inspection in accordance with the National Association of Sewer Service Companies (NASSCO) Pipeline Assessment and Certification Program (PACP). An allowance for $500,000 is provided for TV and Cleaning.

Survey: ENGINEER will utilize the services of a subcontractor to perform any survey work that may be necessary associated with will include a boundary survey, topographic survey, and underground utility locations. An allowance of $5,000 is provided for survey.

Geotechnical Investigations: ENGINEER will utilize the services of a subcontractor to perform a site geotechnical investigation that may be required associated with subsurface conditions required as part of the investigation. An allowance of $5,000 is provided for geotechnical investigations.

Point Repairs: ENGINEER will utilize services of subcontractor to perform inflow correction of emergency point repairs that may be required in order to perform the TV and Cleaning Inspection or that may be necessary as a result of cleaning. An allowance of $200,000 is provided for this task.

TIME SCHEDULE

Services described herein will commence upon receipt by ENGINEER of this executed Specific Authorization. It is anticipated that the work for this project will be completed and submitted in accordance within the schedule shown below; however, the dates may be subject to change based on conditions encountered:

Task	Date Completed
Data Review and Preliminary Assessment	11/30/15
CCTV Inspection	3/30/16
Manhole Inspection	3/30/16
Field Coordination	3/30/16
GIS Update	4/30/16
SSES Report	6/30/16
Facility Plan	7/30/16

COMPENSATION

The ENGINEER shall be paid in accordance with the Direct Labor Costs Times a Factor as set forth in Section 5.11 of the AGREEMENT. A total budget of **$1,000,000** for services under this Specific Authorization, will not be exceeded without the OWNER's written approval. The estimated cost per task is broken down in the following table; however, the compensation per task may shift depending on the inspection outcome.

Task	Compensation
Task 1 – Project Administration	$50,000
Task 2 – Data Review and Preliminary Assessment	$33,000
Task 3 –Cleaning and CCTV Inspection	$500,000
Task 4- Manhole Inspection	$83,000
Task 5 – Field Coordination	$48,000
Task 6 – GIS Update	$10,000
Task 7 – SSES Report	$64,000
Task 8 – Facility Plan	$10,000
Task 9 – Fiscal Sustainability Certification	$2,000
Task 10 – Inflow Correction and Emergency Point Repairs	$200,000
TOTAL "Not to Exceed" Fee	**$1,000,000**

Services to be rendered under this Specific Authorization are provided in accordance with Articles 3 and 4 of the AGREEMENT. Payment of invoices rendered pursuant to this Specific Authorization shall constitute OWNER's acceptance of the services provided.

ADDITIONAL SERVICES

Upon additional approval by the CITY, the ENGINEER shall provide final design, bidding and construction phase services associated with the sanitary sewer system rehabilitation. An amendment outlining the additional services will be provided upon completion of the sanitary sewer system evaluation and funding approval from the Florida Department of Environmental Protection.

OTHER PROVISIONS

All applicable portions of Sections 3 through 6 of the AGREEMENT, not specifically modified herein, shall remain in full force and effect and are incorporated by reference herein.

IN WITNESS WHEREOF the parties hereto have made and executed this Specific Authorization as of the day and year entered by the last party executing this Specific Authorization written below.

WITNESS:

By: _____

ENGINEER
Hazen and Sawyer

By: _____
Damann Anderson, PE
Vice President

APPROVED AS TO FORM AND CORRECTNESS:

_____

OWNER
CITY OF ARCADIA
(Approved by City Council at _____ meeting)

ATTEST:

By: _____
City Administrator

By: _____
Mayor