

**AGENDA
ARCADIA CITY COUNCIL
TUESDAY, NOVEMBER 1, 2011
6:00 PM**

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

CONSENT AGENDA

1. Minutes of the October 18, 2011 Closed and Regular Meetings
2. Check warrants from October 13, 2011, October 14, 2011, October 21, 2011
October 24, 2011 and October 25, 2011

PRESENTATION

3. Employee of the Month for October 2011
4. DeSoto Tobacco Free Partnership – Lake Katherine Park Tobacco-Free Policy,
Dr. Kirk Voelker

DISCUSSION ITEMS

5. Charter Review Committee Names (Councilman Fink)
6. Golf Cars Lease-Purchase Agreement with PNC Equipment Finance, LLC

COMMENTS FROM DEPARTMENT

7. City Marshal
8. Attorney
9. Administrator
 - a. Antique Association request regarding official sponsorship 4th Sat. event
 - b. Update Interlocal Agreement Fire & Emergency Services, Amendment 1
 - c. Peace River Campgrounds Issue resolved
 - d. Rick Wood request for certification of eligibility of Health Ins. Prem. Plan

PUBLIC (PLEASE LIMIT PRESENTATIONS TO FIVE MINUTES)

MAYOR AND COUNCIL MATTERS

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

**MINUTES
SPECIAL MEETING
CLOSED ATTORNEY CLIENT SESSION
CITY COUNCIL
CITY OF ARCADIA**

**TUESDAY, OCTOBER 18, 2011
5:30 PM**

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

The Mayor called the meeting to order at approximately 5:30 PM, with the following members and staff present:

Arcadia City Council

Mayor Keith Keene

Councilmember Joseph E. Fink

Councilmember Robert W. Heine - Absent

Deputy Mayor Alice Frierson

Councilmember Robert R. Allen

Arcadia City Staff

City Administrator Lawrence Miller

City Recorder Virginia S. Haas

Councilman Allen gave the invocation which was followed by the pledge of allegiance.

NEW BUSINESS

1. Pursuant to Florida Statute 286.011(8) the City Council of the City of Arcadia will hold a private attorney client session with City Attorney Galvano to discuss pending litigation on the City of Arcadia. The following persons will be present at said meeting: City Attorney William Galvano, Mayor Keith Keene, Deputy Mayor Alice Frierson, Councilman Robert W. Heine, Councilman Joseph E. Fink, Councilman Robert R. Allen, City Administrator Lawrence Miller and a certified court reporter.

The City Recorder exited Council Chambers at 5:35 and the closed session began.

*The transcript from the closed session will be subject to
the provisions of F.S. 286.011(8)© and (e).*

At 6 p.m. Administrator Miller opened the door to the meeting room. Mayor Keene announced that the attorney-client session was concluded.

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ADJOURN

Having no further business at this time, the meeting was adjourned at 6 P.M.

APPROVED THIS ___ DAY OF _____ 2011.

By:

Keith Keene, Mayor

ATTEST:

Virginia S. Haas, CMC
City Recorder

**MINUTES
CITY COUNCIL
CITY OF ARCADIA
TUESDAY, OCTOBER 18, 2011
6:00 PM**

CALL TO ORDER, INVOCATION PLEDGE OF ALLEGIANCE & ROLL CALL

The meeting was called to order at approximately 6:00 p.m. The following members and staff were present:

Arcadia City Council

Mayor Keith Keene
Deputy Mayor Alice Frierson
Councilman Robert W. Heine - Absent

Councilman Joseph E. Fink
Councilman Robert R. Allen

Arcadia City Staff

City Administrator Lawrence Miller
City Attorney William Galvano
Asst. City Administrator Judi Jankosky

City Recorder Virginia S. Haas
Marshal Charles Lee

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

CONSENT AGENDA

1. Minutes of the October 4, 2011 Meeting.
2. Check warrants from October 3, 2011, October 4, 2011, October 6, 2011, October 7, 2011, October 11, 2011 and October 12, 2011.
3. Request for Special Event Permit - Tree of Knowledge – Arcadia Main Street - 2nd Saturday Downtown Market. 9 a.m. – 2 p.m. January 14, 2012, February 11, 2012, March 10, 2012 and April 14, 2012. Set up 6 a.m. – Teardown 3 p.m.
4. Request for Special Event Permit – Tree of Knowledge – DAHC Art Walk – October 15, 2011, November 19, 2011, December 17, 2011, January 21, 2012, February 18, 2012 and April 21, 2012.
5. Request for Special Event Permit – Tree of Knowledge – Dolores and Martin Wedding, November 2, 2011.
6. Agreement between the City of Arcadia Municipal Airport and Sebring Light Sport Club for event publicity.
7. *Air-Cadia* Flowage and Hanger Rent report for August 2011.
8. Golf Course & Pro Shop report for September 2011.

A motion was made by Councilman Fink and seconded by Councilman Allen to approve consent agenda items 1-8. The motion carried 4-0.

PROCLAMATION

9. Tidewell Hospice Month

Mayor Keene read and presented the Tidewell Hospice Month Proclamation to Mr. Gerry Radford, President/CEO, Tidewell Hospice. Mr. Radford thanked the City Council and invited anyone who wished for a tour to visit the facility.

DISCUSSION ITEMS

10. Term limits for Council Members (Deputy Mayor Frierson)

Deputy Mayor Frierson reported that while speaking with the public she received positive input regarding setting of term limits for Council Members and she asked if the Council would open a dialogue concerning this item and item 11. Attorney Galvano responded that term limits would be a charter amendment through a referendum of the voters and the election cycle could be changed through passage of a City Ordinance. Councilman Fink inputted he thought both were excellent ideas and questioned if changing the election cycles would affect current term limits either by extending a year or reducing a serving year. Mayor Keene stated that he has received input also regarding the changes from Citizen and noted it was worthy for review.

Attorney Galvano stated that according to F.S. 101.75(3) the Governing Body may by Ordinance move the dates of an election to concur with County/State elections. Deputy Mayor Frierson responded to Councilman Allen that this item came forward due to poor voter turnout at election time.

Mr. Mark Negley, Supervisor of Elections stated that it is the Council's decision to piggyback County Elections however he would need time to train poll workers regarding ballots and any placed City issues and referendums. Mr. Negley reminded that the City would still incur expenses however the Election's Office would be honored to assist. Mr. Negley responded to Councilman Fink that the Primary Election is August 14, 2012, the General Election is November 6, 2012 and qualifying periods are from Noon June 4, 2012 through Noon November 8, 2012.

Deputy Mayor Frierson asked for any public input. Ms. Adrienne Bailey voiced her approval to the review of these items. Councilman Allen expressed that the City has more pressing issues to face and questioned how this came forward.

11. Moving the election cycle to correspond with the County or State Elections (Deputy Mayor Frierson)

Item addressed above in item 10.

12. Charter Revision – a comprehensive dialogue on revising the charter and the process involved in amending it. (Councilman Fink)

Councilman Fink asked Deputy Mayor Frierson if other issues within the Charter could be reviewed and suggested appointing a Charter Review Committee. Attorney Galvano responded that both items require Ordinances and Public Hearings. Mayor Keene indicated the items were not required immediately however worthy of discussion and could be brought back to the next meeting.

COMMENTS FROM DEPARTMENT

13. City Marshal

Marshal Lee reported on the closure of Heard Street for the Youth Rodeo scheduled for October 22, 2011. The Council approved by consensus. He also reported a Cancer Walk on October 24, 2011 beginning at 4:30 p.m. at the Elizabeth Missionary Baptist Church.

14. Attorney

Attorney Galvano stated if it is the Council's wish he would put together a presentation regarding the Sunshine Law. The Council agreed by consensus.

15. Administrator

a. Awarding of Water Treatment Plant Construction Project (Hazen & Sawyer Presentation)

Julie Karleskint, Hazen and Sawyer, reported that the Water Treatment Plant bid opening was held on October 4, 2011 and there were a total of 14 bidders. She stated that the construction estimate was \$6 million and the lowest, responsible bidder was Cardinal Construction in the amount of \$5,964,300. She continued that three of the lowest bidders were reviewed and only Cardinal Construction met all requirements.

Mr. Greg Galmin, Vice President, Cardinal Construction, stated that Cardinal will make every effort to meet or exceed the City's goal in addition to hiring local labor. Mr. Galmin responded to Mayor Keene that Cardinal Construction did complete the 4.8 million Wastewater Treatment Plant improvements and also helped following Hurricane Charlie at no cost to the City.

Dr. Miller responded to Deputy Mayor Frierson that the City is indeed guaranteed the grant funds for this project and passed information to the Council Members indicating such. Dr. Miller explained that the second amendment to the SRF is 2.5% interest 20-30 year loan and the resources are available for the City to move forward on this project. Dr. Miller continued that he met with County Administrator Maxcy and Mike Crumpton, DeSoto County Utilities Director, who relayed that the County could only provide a certain amount of water which was not sufficient for the City's needs. He finalized by adding this would be the largest project in DeSoto County along with an

economic boost utilizing 20% local businesses.

Deputy Mayor Frierson stated she feels the new Council may be unaware of aspects of the project and the Engineer was making the decisions. Mayor Keene responded the he does not know the technicalities of the project; however the City hired a competent firm with credentials and history of Water Treatment Plant projects. There was some discussion regarding change orders. Deputy Mayor Frierson asked if it was the Council's intention to utilize the bid alternatives such as the security system. Dr. Miller responded that alternative bids were included in the project however the Council did not have to make a decision now and levels of security vary. Councilman Fink stated that he was uncomfortable at his second meeting approving a \$6 million dollar project. Dr. Miller suggested tabling the matter and scheduling a workshop.

Councilman Fink motioned to place the Water Treatment Plant item on a Workshop Agenda. Ms. Karleskint responded to Mayor Keene that the City is already obligated to Department of Environmental Protection (DEP) for \$4.7 million and the second amendment to the agreement requires approval and signature. Dr. Miller interjected that funds necessary to move this project forward were already included in the approved budget. Ms. Karleskint responded to Deputy Mayor Frierson that Hazen and Sawyer have been paid approximately \$500,000 to date for engineering and design.

Councilman Allen stated that this project has been ongoing for two years and he still does not support the project. He continued that water could be accessed from the river and we are putting our children and grandchildren in debt, however indicated that he would like to move forward.

A motion was made by Councilman Allen and seconded by Mayor Keene to award the contract to Cardinal Contractors, Inc. Dr. Miller reminded that the motion should state "motion to enter into negotiations with Cardinal Contractors, Inc.". Vote on the motion failed 2-2 with voting as follows: Councilman Allen, Yes; Councilman Fink, No; Mayor Keene, Yes; Deputy Mayor Frierson, No.

Dr. Miller stated that not moving forward with this project is placing the City in a precarious position and the Water Plant is in such dire condition that DEP could halt usage. Mayor Keene interjected that the Water Plant is an asset to the City and is in much disrepair. He continued that he has met with all involved in the process and has completed his due diligence. Dr. Miller stated that the Council may still have workshops concerning the Water Plant while negotiations are occurring between the Mayor and the lowest bidder.

Councilman Fink withdrew his original motion.

A motion was made by Councilman Fink and seconded by Deputy Mayor Frierson to find Cardinal Contractors, Inc. the lowest, qualified, responsible bidder for the Water Treatment Project. Motion carried 4-0.

A motion was made by Councilman Fink and seconded by Deputy Mayor Frierson to allow the Mayor to enter into negotiations with Cardinal Contractors, Inc. and take no further action until the full Council is brought up to speed on the project and require the Mayor to bring back for approval of the City Council the awarding of the construction contract to Cardinal Construction. The motion carried 4-0.

- b. Enterprise Zone Designated as a Brownfield Area (John Sego, Department of Environmental Protection)

Mr. John Sego, DEP, addressed the Council with a PowerPoint presentation and handouts explaining Florida's Brownfield Program. He covered the definitions of Brownfield Areas versus Sites, the State Brownfield process, site rehabilitation, redevelopment incentives and gave examples of existing Brownfield Sites.

- c. Leachate and Residuals Agreement between the City and the County

A motion was made by Councilman Allen and seconded by Councilman Fink to approve the Leachate and Residuals Agreement between the City and the County. The motion passed 4-0.

- d. Chamber of Commerce Community Partners Initiative.

Dr. Miller reported that the Chamber is seeking countywide community involvement and asked for the City to participate at any of the sponsorship levels. Dr. Miller suggested the Bronze (\$1,000) or Silver (\$2,500) level in assisting with the promotion of the City's 125th Anniversary.

A motion was made by Councilman Fink and seconded by Deputy Mayor Frierson to approve a community partner sponsorship bronze level in the amount of \$1,000. The motion carried 4-0.

- e. Planning Advisory Services Agreement 2011/2012 (CFRPC)

A motion was made Councilman Fink and seconded by Councilman Allen to approve the Planning Advisory Services Agreement 2011/2012 (CFRPC). The motion carried 4-0. Councilman Fink voiced his pleasure with the CFRPC staff. Mayor Keene echoed Councilman Fink stating that the Planning Council has an amazing staff.

Dr. Miller stated that Mr. C.W. Blouser was present to speak to the City Council in regards to health insurance eligibility. Mr. Blouser submitted a letter to the City Council requesting that his years of service to the City including volunteer time be counted toward his eligibility for City health insurance coverage. He requested a formal response in writing addressing his request. Dr. Miller stated that he was working with the City Attorney on this request.

PUBLIC (PLEASE LIMIT PRESENTATIONS TO FIVE MINUTES)

Ms. Ann Pepper, N. Arcadia Ave., stated that Tremron's noise has increased due to the time of year and Tremron is still not in compliance with County requirements. Dr. Miller reported that he and CFRPC staff met with Tremron to discuss various and combined solutions to the noise nuisance. Mayor Keene asked if Tremron would like to attend a future Council Meeting. Ms. Jennifer Codo-Salisbury, CFRPC, stated that they are currently working on a Planned Unit Development zoning designation allowing for certain conditions which would be presented to the Planning and Zoning Board for their approval and recommendation to City Council.

MAYOR AND COUNCIL MATTERS

Deputy Mayor Frierson stated that she had met with the Finance Director to review questions on the current budget. She stated the City is in crisis and depleting assets which has been neglected for over five years. Mayor Keene agreed and requested workshops to review City finances.

Councilman Fink requested a Charter Review Committee be formed with those citizens as submitted by the City Council. He suggested that Council bring forward two names each and the Committee of 5 be adopted by Resolution.

Councilman Fink requested a discussion item for the next meeting regarding Code Enforcement falling under the Police Department rather than the City Administrator.

Dr. Miller noted that this month was Breast Cancer Awareness Month.

ADJOURN

There being no further business, the meeting was adjourned at 8:10 p.m.

APPROVED THIS ____ DAY OF _____, 2011.

By:

Keith Keene, Mayor

ATTEST:

Virginia S. Haas, City Recorder



10/13/2011 13:38
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City of Arcadia, FL - ** LIVE **
WARRANT LIST BY VOUCHER

PG 4
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WARRANT: 20110915 10/13/2011

DUE DATE: 10/13/2011

VOUCHER	VENDOR	VENDOR NAME	INVOICE	PO	TYPE	DUE DATE	AMOUNT	COMMENT
83713	2080	KLENECORP	3055	100	INV	10/13/2011	411.00	REPLACED DVD BURNER; R
83714	2128	ODYSSEY MANUFACTURING CO.	153803	100	INV	10/13/2011	3,128.50	PUMP/PARTS
83715	2080	KLENECORP	3056	100	INV	10/13/2011	85.00	SET UP VIRGINIA'S COMPU
83716	2211	GRIMES GOBEL GRIMES HAWKINS	39	100	INV	10/13/2011	3,027.18	CLIENT NO. 25022-00M -
83717	1562	TRACTOR SUPPLY COMPANY	59981	100	INV	10/13/2011	19.98	WHEEL 8 X 175 1/2
WARRANT TOTAL							6,671.66	

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



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

PG 13
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WARRANT: 20111003 10/14/2011

DUE DATE: 10/14/2011

VOUCHER	VENDOR	VENDOR NAME	INVOICE	PO	TYPE	DUE DATE	AMOUNT	COMMENT
83706	2455	CENTURYLINK	SEP/OCT '11 PD ARCHI	100	INV	10/14/2011	41.64	ACCT #311285108 APD AR
83707	2455	CENTURYLINK	SEP/OCT '11 PROSHOP	100	INV	10/14/2011	105.59	ACCT #312161469
83708	1679	ARCADIA PRINTING,LLC	9605	100	INV	10/14/2011	67.50	SIGNATURE STAMPS
83709	1963	BV OIL COMPANY,INC	03-493454	100	INV	10/14/2011	630.32	ULS DIESEL
83710	2455	CENTURYLINK	SEP/OCT '11 WTP	100	INV	10/14/2011	133.78	ACCT #312202177
83718	2455	CENTURYLINK	SEP/OCT '11 032795	100	INV	10/14/2011	149.48	ACCT #311032795
83719	2455	CENTURYLINK	SEP/OCT '11 156985	100	INV	10/14/2011	130.00	ACCT #311156985
83720	2455	CENTURYLINK	SEP/OCT '11 CITY HAL	100	INV	10/14/2011	179.20	ACCT #311035269
83721	2455	CENTURYLINK	SEP/OCT '11 REC	100	INV	10/14/2011	115.96	ACCT #311825967
83722	2455	CENTURYLINK	SEP/OCT '11 ADM	100	INV	10/14/2011	49.04	ACCT #311531065
83723	2455	CENTURYLINK	SEP/OCT '11 WATER TR	100	INV	10/14/2011	594.80	ACCT #312077636
83724	2455	CENTURYLINK	SEP/OCT '11 GOLF COU	100	INV	10/14/2011	58.28	ACCT #311452041
83725	2455	CENTURYLINK	SEP/OCT '11 2162858	100	INV	10/14/2011	32.73	ACCT #312162858
83726	2455	CENTURYLINK	SEP/OCT '11 RECORDER	100	INV	10/14/2011	136.09	ACCT #311745767
83727	2455	CENTURYLINK	SEP/OCT '11 WWTP	100	INV	10/14/2011	260.00	ACCT #312243494
83728	2455	CENTURYLINK	SEP/OCT '11 284684	100	INV	10/14/2011	260.00	ACCT #312284684
83729	2455	CENTURYLINK	SEP/OCT '11 GARAGE	100	INV	10/14/2011	254.14	ACCT #311367811
83730	2455	CENTURYLINK	SEP/OCT '11 WTR TRT	100	INV	10/14/2011	408.90	ACCT #311530374
83731	2455	CENTURYLINK	SEP/OCT '11 ADMIN	100	INV	10/14/2011	32.04	ACCT #311283718
83732	2455	CENTURYLINK	SEP/OCT '11 ADMINSTR	100	INV	10/14/2011	335.92	ACCT #312079108
83733	2455	CENTURYLINK	SEP/OCT '11 SYSTEMS	100	INV	10/14/2011	85.90	ACCT #312327915
83734	2455	CENTURYLINK	SEP/OCT '11 SEWAGE T	100	INV	10/14/2011	275.14	ACCT #312119325
83735	10030	W & S ENTERPRISE ACCOUNT	45550	100	INV	10/14/2011	25.20	ACCT #1050583500
83736	10030	W & S ENTERPRISE ACCOUNT	45549	100	INV	10/14/2011	25.20	ACCT #1050582900
83737	10030	W & S ENTERPRISE ACCOUNT	45568	100	INV	10/14/2011	112.98	ACCT #1050589700



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

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WARRANT: 20111003 10/14/2011

DUE DATE: 10/14/2011

VOUCHER	VENDOR	VENDOR NAME	INVOICE	PO	TYPE	DUE DATE	AMOUNT	COMMENT
83738	10030	W & S ENTERPRISE ACCOUNT	45774	100	INV	10/14/2011	50.70	ACCT #1070625900
83739	10030	W & S ENTERPRISE ACCOUNT	45695	100	INV	10/14/2011	119.70	ACCT #1070554000
83740	10030	W & S ENTERPRISE ACCOUNT	45696	100	INV	10/14/2011	75.60	ACCT #1070554200
83741	2041	DEPARTMENT OF CORRECTIONS	WS61002-01	100	INV	10/14/2011	14,501.00	1ST QTR 10/06/11 TO 01
83742	40050	DESOTO AUTOMOTIVE INC	314976B	100	INV	10/14/2011	32.05	HEP
83743	40050	DESOTO AUTOMOTIVE INC	314989B	100	INV	10/14/2011	61.31	HDYR FITTING
83744	40050	DESOTO AUTOMOTIVE INC	315093B	100	INV	10/14/2011	96.56	HYDR FITTING
83745	291	ENVIRO-TECH	124123	100	INV	10/14/2011	5,494.25	PAILS OF ET'S
83746	2464	EXPRESS MOWER LLC	0064418	100	INV	10/14/2011	955.25	BLADES
83747	1017	FLORIDA DEPARTMENT OF REVEN	SEPT 2011	100	INV	10/14/2011	402.90	24-8012488558-7 SEPTEM
83748	60015	FEDERAL EXPRESS CORP	7-648-97453	100	INV	10/14/2011	71.38	SHIPPING
83749	60020	FENDER AUTO PARTS	20048	100	INV	10/14/2011	32.26	FLEETRUNNERS
83750	2121	FIRST STATE BANK OF ARCADIA	REIMB DEBIT CARDS	100	INV	10/14/2011	483.87	REIMB DEBT CARDS FOR D
83751	60090	FLORIDA POWER & LIGHT	SEP/OCT '11 PROVIDEN	100	INV	10/14/2011	144.11	16944-36948: 231 PROVI
83752	60090	FLORIDA POWER & LIGHT	SEP/OCT '11 EAST FLD	100	INV	10/14/2011	7.42	13266-99236: 400 VIRGI
83753	60090	FLORIDA POWER & LIGHT	SEP/OCT '11 ARC LTS	100	INV	10/14/2011	17.70	98315-85519: 948 N ARC
83754	60090	FLORIDA POWER & LIGHT	SEP/OCT '11 NE FIELD	100	INV	10/14/2011	419.66	86893-35928: 948 N ARC
83755	60090	FLORIDA POWER & LIGHT	SEP/OCT '11 VIR CONC	100	INV	10/14/2011	90.44	86763-31997: 400 VIRGI
83756	60090	FLORIDA POWER & LIGHT	SEP/OCT '11 ARC LL	100	INV	10/14/2011	28.16	59153-15104: 948 N ARC
83757	60090	FLORIDA POWER & LIGHT	SEP/OCT '11 WEST FLD	100	INV	10/14/2011	7.42	79406-02274: 400 VIRGI
83758	60090	FLORIDA POWER & LIGHT	SEP/OCT '11 SPEER CT	100	INV	10/14/2011	23.30	86753-33960: 400 VIRGI
83759	60090	FLORIDA POWER & LIGHT	SEP/OCT '11 TENNIS C	100	INV	10/14/2011	24.89	86833-32970: 400 VIRGI
83760	60090	FLORIDA POWER & LIGHT	SEP/OCT '11 ARC PKG	100	INV	10/14/2011	22.71	86903-33953: 948 N ARC
83761	60090	FLORIDA POWER & LIGHT	SEP/OCT '11 VIR STOR	100	INV	10/14/2011	8.80	11873-76494: 400 VIRGI
83762	60090	FLORIDA POWER & LIGHT	SEP/OCT '11 OAK SCH	100	INV	10/14/2011	8.15	40006-94473: 607 E OAK



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

PG 15
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WARRANT: 20111003 10/14/2011

DUE DATE: 10/14/2011

VOUCHER	VENDOR	VENDOR NAME	INVOICE	PO	TYPE	DUE DATE	AMOUNT	COMMENT
83763	60090	FLORIDA POWER & LIGHT	SEP/OCT '11 TURNER	100	INV	10/14/2011	10.40	51929-54195: 185 NE TU
83764	60090	FLORIDA POWER & LIGHT	SEP/OCT '11 WELL 3	100	INV	10/14/2011	675.09	06970-39949: 1612 E CY
83765	60090	FLORIDA POWER & LIGHT	SEP/OCT '11 WELL 4	100	INV	10/14/2011	504.78	97419-38964: 1422 NE O
83766	60090	FLORIDA POWER & LIGHT	SEP/OCT '11 WELL 5	100	INV	10/14/2011	461.80	97449-30943: 1704 NE O
83767	60090	FLORIDA POWER & LIGHT	SEP/OCT '11 CYP LIFT	100	INV	10/14/2011	211.26	26050-36983: 1312 E CY
83768	60090	FLORIDA POWER & LIGHT	SEP/OCT '11 SHPPG CT	100	INV	10/14/2011	105.05	77069-38912: 1301 E OA
83769	60090	FLORIDA POWER & LIGHT	SEP/OCT '11 10TH SLS	100	INV	10/14/2011	99.74	36020-30979: 320 N 10T
83770	226	GUARDIAN EQUIPMENT, INC.	12389	100	INV	10/14/2011	631.00	STARWHEEL ASSEMBLY
83771	826	GOLF VENTURES, INC.	PINV0027856	100	INV	10/14/2011	431.20	BANNERS
83772	80075	HOME OWNERS SUPPLY	211293	100	INV	10/14/2011	56.97	LIGHT FOR CARRIAGE & B
83773	80075	HOME OWNERS SUPPLY	211326	100	INV	10/14/2011	41.98	TRASH CAN
83774	80075	HOME OWNERS SUPPLY	211043	100	INV	10/14/2011	3.49	REPAIR SUPPLIES
83775	80075	HOME OWNERS SUPPLY	211058	100	INV	10/14/2011	11.16	HOOK CUP
83776	80075	HOME OWNERS SUPPLY	211074	100	INV	10/14/2011	9.23	ROD THREADS/FASTENERS
83777	80075	HOME OWNERS SUPPLY	211456	100	INV	10/14/2011	14.99	BULB FLUOR
83778	80075	HOME OWNERS SUPPLY	211465	100	INV	10/14/2011	22.99	BALLAST
83779	80075	HOME OWNERS SUPPLY	K11369	100	INV	10/14/2011	137.70	OPERATING SUPPLIES
83780	222	JEAN-PIERRE LACROIX	3473	100	INV	10/14/2011	95.00	SERVICE CALL @ BRIDLE
83781	80125	LOU'S HYDRAULIC SALES & SER	4263A	100	INV	10/14/2011	30.63	HYDRAULIC HOSE
83782	80125	LOU'S HYDRAULIC SALES & SER	4265A	100	INV	10/14/2011	36.36	HOSE
83784	172	MCGEE TIRE STORES	R-024256	100	INV	10/14/2011	700.00	TIRES
83785	1535	NAPA AUTO PARTS	176299	100	INV	10/14/2011	32.67	BELT
83786	1535	NAPA AUTO PARTS	176326	100	INV	10/14/2011	1.99	SPARK PLUG
83787	1535	NAPA AUTO PARTS	176176	100	INV	10/14/2011	27.98	AIR FILTER
83788	1535	NAPA AUTO PARTS	176539	100	INV	10/14/2011	97.06	WINDOW REGULATOR



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

PG 16
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WARRANT: 20111003 10/14/2011

DUE DATE: 10/14/2011

VOUCHER	VENDOR	VENDOR NAME	INVOICE	PO	TYPE	DUE DATE	AMOUNT	COMMENT
83789	1535	NAPA AUTO PARTS	176504	100	INV	10/14/2011	11.38	V-BELT
83790	1535	NAPA AUTO PARTS	176177	100	INV	10/14/2011	24.69	HI-POWER IND V
83791	1535	NAPA AUTO PARTS	176400	100	INV	10/14/2011	4.78	ECH SWITCH
83792	940	NEXTEL COMMUNICATIONS	782695414-115	100	INV	10/14/2011	1,101.27	ACCT #782695414
83793	2156	PC SOLUTIONS	3532	100	INV	10/14/2011	525.00	REPAIR
83794	2128	ODYSSEY MANUFACTURING CO.	153858	100	INV	10/14/2011	913.50	HYPOCHLORITE SOLUTIONS
83795	190070	SHORT ENVIRONMENTAL	11-2666	100	INV	10/14/2011	156.00	9/26-29/11
83796	190070	SHORT ENVIRONMENTAL	11-2621	100	INV	10/14/2011	525.00	8/15-18/11 LEAD & COPP
83797	1287	SIGNS DOWNTOWN	7461	100	INV	10/14/2011	240.00	SIGNS
83798	190090	SMITH'S RANCH & GARDEN, INC	102026167	100	INV	10/14/2011	67.50	CHAINSAW OIL
83799	190090	SMITH'S RANCH & GARDEN, INC	102025989	100	INV	10/14/2011	123.95	WEED & GRASS KILLER/BI
83800	190168	STEELE TRUCK CENTER	200985	100	INV	10/14/2011	63.04	VEHICLE REPAIR
83801	1405	THE SUN	102011155159	100	INV	10/14/2011	95.00	GOLF DIRECTORY 9/6-9/2
83802	278	SUNSTATE METER & SUPPLY, INC	24706	100	INV	10/14/2011	174.83	2" T10 R900i GALLON EC
83803	200075	TOTAL PEST CONTROL OF	835532	100	INV	10/14/2011	30.00	PEST CONTROL
83804	200075	TOTAL PEST CONTROL OF	835531	100	INV	10/14/2011	45.00	PEST CONTROL
83805	200075	TOTAL PEST CONTROL OF	835535	100	INV	10/14/2011	41.00	PEST CONTROL
83806	200075	TOTAL PEST CONTROL OF	835544	100	INV	10/14/2011	30.00	PEST CONTROL
83807	200075	TOTAL PEST CONTROL OF	835543	100	INV	10/14/2011	25.00	PEST CONTROL
83808	200075	TOTAL PEST CONTROL OF	835636	100	INV	10/14/2011	45.00	PEST CONTROL
83809	230045	WESTERN AUTO ASSOC STORE	10058456	100	INV	10/14/2011	13.97	UPS
83810	60090	FLORIDA POWER & LIGHT	SEP/OCT '11 ARC CONC	100	INV	10/14/2011	37.19	86913-31980: 948 N ARC
83811	60090	FLORIDA POWER & LIGHT	SEP/OCT '11 SOFTBALL	100	INV	10/14/2011	17.70	79812-41180: 948 N ARC
83812	2128	ODYSSEY MANUFACTURING CO.	153859	100	INV	10/14/2011	647.25	HYPOCHLORITE SOLUTIONS
83813	10200	ARCADIAN	434625	100	INV	10/14/2011	40.40	AD ID 2642447



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VOUCHER	VENDOR	VENDOR NAME	INVOICE	PO	TYPE	DUE DATE	AMOUNT	COMMENT
83814	10030	W & S ENTERPRISE ACCOUNT	45854	100	INV	10/14/2011	76.02	2090697500
83815	30020	CENTRAL FIRE AND SAFETY	48415	100	INV	10/14/2011	194.80	ANNUAL EXTINGUISHER MA
83816	200075	TOTAL PEST CONTROL OF	835736	100	INV	10/14/2011	75.00	PEST CONTROL
83817	2439	TD EQUIPMENT FINANCE INC	OCT 2011	100	INV	10/14/2011	11,772.65	40066715-1 OCTOBER 201
WARRANT TOTAL							49,246.86	

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



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WARRANT: 20111004 10/21/2011

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VOUCHER	VENDOR	VENDOR NAME	INVOICE	PO	TYPE	DUE DATE	AMOUNT	COMMENT
83818	60090	FLORIDA POWER & LIGHT	SEP/OCT '11 OAK S X	100	INV	10/21/2011	7.95	86546-90547: 518 E OAK
83819	2474	ALLIED PORTABLES LLC	A-14420	100	INV	10/21/2011	140.00	PORTABLE TOILET
83820	10030	W & S ENTERPRISE ACCOUNT	46241	100	INV	10/21/2011	25.20	2110915600
83821	10030	W & S ENTERPRISE ACCOUNT	45873	100	INV	10/21/2011	25.20	2090708200
83822	10030	W & S ENTERPRISE ACCOUNT	45871	100	INV	10/21/2011	25.20	2090708000
83823	1451	DESOTO AUTO MALL	10070	100	INV	10/21/2011	60.89	MOTOR ASY
83824	2099	FLORIDA UC FUND	9975122:JUL-SEP '11	100	INV	10/21/2011	92.64	UT ACCT #9975122: JUL
83825	60075	FLORIDA LEAGUE OF CITIES	2011-2012 DUES/SUBSC	100	INV	10/21/2011	753.00	CUST. 108 - FLC ANNUAL
83826	2606	FLC, INC	FLC 2011 LEGISLATIVE	100	INV	10/21/2011	87.50	FLC 2011 LEGISLATIVE C
83827	60090	FLORIDA POWER & LIGHT	SEP/OCT '11 SWG PLT	100	INV	10/21/2011	7,392.11	24483-39941: 223 S PAR
83828	60090	FLORIDA POWER & LIGHT	SEP/OCT '11 VOLUSIA	100	INV	10/21/2011	11.77	86639-39968: 16 S VOLU
83829	60090	FLORIDA POWER & LIGHT	SEP/OCT '11 SHFFLBRD	100	INV	10/21/2011	7.42	86589-32937: 12 S BREV
83830	60090	FLORIDA POWER & LIGHT	SEP/OCT '11 GOLF RR	100	INV	10/21/2011	50.71	16279-33961: 1769 NE L
83831	60090	FLORIDA POWER & LIGHT	SEP/OCT '11 LIVINGST	100	INV	10/21/2011	33.57	26059-37958: 1769 NE L
83832	60090	FLORIDA POWER & LIGHT	SEP/OCT '11 GOLF MET	100	INV	10/21/2011	49.12	45975-18598: 1769 NE L
83833	60090	FLORIDA POWER & LIGHT	SEP/OCT '11 PRO SHOP	100	INV	10/21/2011	11.09	53062-54037: PRO SHOP
83834	60090	FLORIDA POWER & LIGHT	SEP/OCT '11 GOLF CAR	100	INV	10/21/2011	839.72	26069-35985: GOLF CART
83835	826	GOLF VENTURES, INC.	PINV0028042	100	INV	10/21/2011	1,425.00	VENTURE GREEN PRO MIXT
83836	2584	GREENTECH IMAGING	109167	100	INV	10/21/2011	373.28	PRINT INK
83837	2584	GREENTECH IMAGING	109168	100	INV	10/21/2011	355.50	PRINTER INK
83838	2584	GREENTECH IMAGING	109169	100	INV	10/21/2011	346.61	PRINTER INK
83839	2589	HERITAGE-CRYSTAL CLEAN, LLC	11856744	100	INV	10/21/2011	48.15	COMS TOP OFF SERVICE
83840	2473	KED GROUP, INC	2243	100	INV	10/21/2011	1,539.00	EK 26
83841	701571	WALLER, MICHAEL	10142011 REIMBURSEME	100	INV	10/21/2011	61.20	REIMBURSEMENT
83842	1535	NAPA AUTO PARTS	176601	100	INV	10/21/2011	15.92	ATC FUSE BLOCK



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VOUCHER	VENDOR	VENDOR NAME	INVOICE	PO	TYPE	DUE DATE	AMOUNT	COMMENT
83843	1535	NAPA AUTO PARTS	176604	100	INV	10/21/2011	13.78	TAIL LAMP/RING TERMINA
83845	2523	PNC EQUIPMENT FINANCE, LLC	3776260	100	INV	10/21/2011	6,727.20	LEASE NO. 139550000
83846	2523	PNC EQUIPMENT FINANCE, LLC	3776261	100	INV	10/21/2011	123.74	LEASE NO. 139552000
83847	2554	ADT SECURITY SYSTEMS INC	57020348	100	INV	10/21/2011	29.15	01300 131314656
83848	10175	ARCADIA ELECTRIC CO	14855	100	INV	10/21/2011	43.88	BALLAST ELECTRONIC 2-8
83849	1281	CREEL TRACTOR INC.	3930949	100	INV	10/21/2011	25.01	BLADE 4'
83850	40050	DESOTO AUTOMOTIVE INC	315343B	100	INV	10/21/2011	28.82	SLICK MIST POLISH/PROT
83851	40050	DESOTO AUTOMOTIVE INC	315233B	100	INV	10/21/2011	23.80	ARM PIN
83852	40050	DESOTO AUTOMOTIVE INC	315333B	100	INV	10/21/2011	12.66	CLEANER
83853	1310	GE CAPITAL	75635330	100	INV	10/21/2011	2,668.29	BILLING ID #9013604922
83854	2393	GOLDEN WEST IND SUPPLY	2048408	100	INV	10/21/2011	714.62	CHEMICAL
83855	80075	HOME OWNERS SUPPLY	211454	100	INV	10/21/2011	37.47	KEYBLANK EAGLE EA27-AC
83856	80125	LOU'S HYDRAULIC SALES & SER	4290A	100	INV	10/21/2011	50.28	HOSE/FEMALE & MALE
83857	2607	MICRO MATIC USA, INC	588176	100	INV	10/21/2011	2,213.61	BEER DISPENSER/CASTER
83858	1535	NAPA AUTO PARTS	176745	100	INV	10/21/2011	6.31	LAMP/SIGNAL
83859	1535	NAPA AUTO PARTS	176699	100	INV	10/21/2011	33.78	OIL
83860	1535	NAPA AUTO PARTS	176589	100	INV	10/21/2011	33.98	OIL & FUEL FILTER
83861	1535	NAPA AUTO PARTS	176612	100	INV	10/21/2011	64.78	AIR FILTER
83862	1535	NAPA AUTO PARTS	176673	100	INV	10/21/2011	97.04	TWD CHAMBER
83863	2541	PATHWAY	3348	100	INV	10/21/2011	193.68	25 LB WATER SOLUBLE
83864	1287	SIGNS DOWNTOWN	7467	100	INV	10/21/2011	46.00	REFLECTIVE SIGN
83865	1666	STAPLES BUSINESS ADVANTAGE	8019864188	100	INV	10/21/2011	131.16	SUMMARY INVOICE 801986
83866	1429	SUN STATE INTERNATIONAL TRU	X300004546:01	100	INV	10/21/2011	142.13	TANK
83867	1429	SUN STATE INTERNATIONAL TRU	X300004522:01	100	INV	10/21/2011	27.00	SWITCH
83868	2102	BLUE CROSS BLUESHIELD OF FL	18540503	100	INV	10/21/2011	58.70	H52918390: DOYLE EDWAR



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VOUCHER	VENDOR	VENDOR NAME	INVOICE	PO	TYPE	DUE DATE	AMOUNT	COMMENT
83869	2102	BLUE CROSS BLUESHIELD OF FL	18540203	100	INV	10/21/2011	58.70	H53962976: MARGARET WA
83870	2102	BLUE CROSS BLUESHIELD OF FL	18536194	100	INV	10/21/2011	58.70	H44805259: BARBARA NIC
83871	2102	BLUE CROSS BLUESHIELD OF FL	18535270	100	INV	10/21/2011	58.70	H41887225: CLIFFORD LO
83872	60090	FLORIDA POWER & LIGHT	SEP/OCT '11 92 KENTU	100	INV	10/21/2011	6.35	16338-95519: 92 KENTUC
83873	60090	FLORIDA POWER & LIGHT	SEP/OCT '11 26 IOWA	100	INV	10/21/2011	50.43	41941-53187: 26 IOWA S
83874	60090	FLORIDA POWER & LIGHT	SEP/OCT '11 ENT LTS	100	INV	10/21/2011	11.11	45462-36987: 705 S BRE
83875	60090	FLORIDA POWER & LIGHT	SEP/OCT '11 86 ARIZO	100	INV	10/21/2011	15.88	25662-31979: 86 ARIZON
83876	60090	FLORIDA POWER & LIGHT	SEP/OCT '11 18 MICHI	100	INV	10/21/2011	6.35	29527-71240: 18 MICHIG
83877	60090	FLORIDA POWER & LIGHT	SEP/OCT '11 53 OREGO	100	INV	10/21/2011	6.35	30175-97505: 53 OREGON
83878	60090	FLORIDA POWER & LIGHT	SEP/OCT '11 79 KENTU	100	INV	10/21/2011	6.35	30483-57549: 79 KENTUC
83879	60090	FLORIDA POWER & LIGHT	SEP/OCT '11 2 MAINE	100	INV	10/21/2011	6.35	35752-33972: 2 MAINE S
83880	60090	FLORIDA POWER & LIGHT	SEP/OCT '11 3 MAINE	100	INV	10/21/2011	6.35	35812-36928: 3 MAINE S
83881	60090	FLORIDA POWER & LIGHT	SEP/OCT '11 4 MAINE	100	INV	10/21/2011	6.35	35822-34955: 4 MAINE S
83882	60090	FLORIDA POWER & LIGHT	SEP/OCT '11 14 MICHI	100	INV	10/21/2011	6.35	44658-19037: 14 MICHIG
83883	60090	FLORIDA POWER & LIGHT	SEP/OCT '11 1 MAINE	100	INV	10/21/2011	31.04	55132-30994: 1 MAINE S
83884	60090	FLORIDA POWER & LIGHT	SEP/OCT '11 82 KENTU	100	INV	10/21/2011	6.35	46992-76590: 82 KENTUC
83885	60090	FLORIDA POWER & LIGHT	SEP/OCT '11 40 IOWA	100	INV	10/21/2011	6.35	55192-33943: 40 IOWA S
83886	60090	FLORIDA POWER & LIGHT	SEP/OCT '11 47 OREGO	100	INV	10/21/2011	6.35	55422-32946: 47 OREGON
83887	60090	FLORIDA POWER & LIGHT	SEP/OCT '11 35 IOWA	100	INV	10/21/2011	6.35	55472-39979: 35 IOWA S
83888	60090	FLORIDA POWER & LIGHT	SEP/OCT '11 48 OREGO	100	INV	10/21/2011	13.38	55492-33921: 48 OREGON
83889	60090	FLORIDA POWER & LIGHT	SEP/OCT '11 55 OHIO	100	INV	10/21/2011	13.67	55772-39956: 55 OHIO A
83890	60090	FLORIDA POWER & LIGHT	09/10 '11 92 ARIZ A1	100	INV	10/21/2011	97.42	98398-30024: 92 ARIZON
83891	60090	FLORIDA POWER & LIGHT	09/10 '11 92 ARIZ A2	100	INV	10/21/2011	6.58	55852-38966: 92 ARIZON
83892	60090	FLORIDA POWER & LIGHT	SEP/OCT '11 87 ARIZO	100	INV	10/21/2011	6.35	55862-36993: 87 ARIZON
83893	60090	FLORIDA POWER & LIGHT	SEP/OCT '11 5 MAINE	100	INV	10/21/2011	6.35	55952-31928: 5 MAINE S



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VOUCHER	VENDOR	VENDOR NAME	INVOICE	PO	TYPE	DUE DATE	AMOUNT	COMMENT
83894	60090	FLORIDA POWER & LIGHT	SEP/OCT '11 6 MAINE	100	INV	10/21/2011	6.35	65042-38913: 6 MAINE S
83895	60090	FLORIDA POWER & LIGHT	SEP/OCT '11 7 MAINE	100	INV	10/21/2011	6.35	65052-36940: 7 MAINE S
83896	60090	FLORIDA POWER & LIGHT	SEP/OCT '11 33 IOWA	100	INV	10/21/2011	6.35	68624-24436: 33 IOWA S
83897	60090	FLORIDA POWER & LIGHT	SEP/OCT '11 3 DELAWA	100	INV	10/21/2011	6.35	77666-24402: 3 DELAWAR
83898	60090	FLORIDA POWER & LIGHT	SEP/OCT '11 10 MICH	100	INV	10/21/2011	6.35	77909-46177: 10 MICHIG
83899	60090	FLORIDA POWER & LIGHT	SEP/OCT '11 82 KENT	100	INV	10/21/2011	6.35	80570-77599: 82 KENTUC
83900	60090	FLORIDA POWER & LIGHT	SEP/OCT '11 42 MAINE	100	INV	10/21/2011	6.35	84938-29595: 42 MAINE
83901	60090	FLORIDA POWER & LIGHT	SEP/OCT '11 69 ARIZO	100	INV	10/21/2011	6.35	98121-92558: 69 ARIZON
83902	60090	FLORIDA POWER & LIGHT	SEP/OCT '11 6 DELAWA	100	INV	10/21/2011	6.35	98723-26062: 6 DELAWAR
83903	60090	FLORIDA POWER & LIGHT	SEP/OCT '11 58 OHIO	100	INV	10/21/2011	6.35	63047-74554: 58 OHIO A
83904	60090	FLORIDA POWER & LIGHT	SEP/OCT '11 75 COLOR	100	INV	10/21/2011	6.35	24707-30355: 75 COLORA
83905	60090	FLORIDA POWER & LIGHT	SEP/OCT '11 57 OHIO	100	INV	10/21/2011	6.35	19191-09098: 57 OHIO A
83906	60090	FLORIDA POWER & LIGHT	SEP/OCT '11 89 ARIZO	100	INV	10/21/2011	6.35	14741-99153: 89 ARIZON
83907	60090	FLORIDA POWER & LIGHT	SEP/OCT '11 90 ARIZO	100	INV	10/21/2011	104.29	14354-94271: 90 ARIZON
83908	60090	FLORIDA POWER & LIGHT	SEP/OCT '11 4 DELAWA	100	INV	10/21/2011	85.60	13741-18592: 4 DELAWAR
83909	60090	FLORIDA POWER & LIGHT	SEP/OCT '11 80 KENTU	100	INV	10/21/2011	6.35	01963-45235: 80 KENTUC
83910	60090	FLORIDA POWER & LIGHT	SEP/OCT '11 41 IOWA	100	INV	10/21/2011	6.35	05933-10170: 41 IOWA S
83911	60090	FLORIDA POWER & LIGHT	SEP/OCT '11 67 ARIZO	100	INV	10/21/2011	7.42	06358-74332: 67 ARIZON
83912	60090	FLORIDA POWER & LIGHT	SEP/OCT '11 13 MICH	100	INV	10/21/2011	6.35	07924-93496
83913	60090	FLORIDA POWER & LIGHT	SEP/OCT '11 76 COLOR	100	INV	10/21/2011	6.35	10221-01313: 76 COLORA
83914	60090	FLORIDA POWER & LIGHT	SEP/OCT '11 59 OHIO	100	INV	10/21/2011	6.35	12673-22145: 59 OHIO A
83915	60090	FLORIDA POWER & LIGHT	SEP/OCT '11 BALDWIN	100	INV	10/21/2011	563.39	25256-87261: 30 S BALD
83917	40106	DESOTO INS AGENCY INC	10132011	100	INV	10/21/2011	34.44	MARILYN PATTON - NOTAR
83918	2609	DEPARTMENT OF STATE	10132011	100	INV	10/21/2011	39.00	MARILYN PATTON - NOTAR
83919	2610	DIVISION OF MOTOR VEHICLES	CONFIDENTIAL TAG '11	100	INV	10/21/2011	95.25	CONFIDENTIAL TAG RENEW



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WARRANT: 20111004 10/21/2011

DUE DATE: 10/21/2011

VOUCHER	VENDOR	VENDOR NAME	INVOICE	PO	TYPE	DUE DATE	AMOUNT	COMMENT
83920	991	OFFICE DEPOT CREDIT PLAN	583036852001	100	INV	10/21/2011	57.42	OFFICE SUPPLIES
83921	2457	PITNEY BOWES INC	10/11/2011	100	INV	10/21/2011	300.00	ACCT#8000-9000-0249-42
83922	2587	PITNEY BOWES GLOBAL FINANCI	8364259-OT11	100	INV	10/21/2011	60.94	LEASE ACCT NO. 8364259
83923	170025	QUILL CORPORATION	7315365	100	INV	10/21/2011	151.47	OFFICE SUPPLIES
83924	2219	UNITED AMERICAN INSURANCE C	OCTOBER 2011	100	INV	10/21/2011	407.00	POLICY #8004420 - OCTO
83925	2611	LA QUINTA INN	CONF #3139808156	100	INV	10/21/2011	104.00	JOSEPH FINK RESERVATIO
83926	1560	US POSTAL SERVICE	10202011	100	INV	10/21/2011	2,500.00	REF: PERMIT#1531
83932	40060	DESOTO CNTY BOARD OF	OCTOBER 2011_FIRE	100	INV	10/21/2011	2,516.96	FIRE DEPARTMENT - OCTO
83933	176	PREFERRED GOVERNMENT INSURA	COM#34846-2-11/2011	100	INV	10/21/2011	8,475.08	ACCT ID #WC FL1 014201
83934	1679	ARCADIA PRINTING,LLC	9600	100	INV	10/21/2011	313.66	BUSINESS CARDS FOR ROB
83936	196	BUFFALO GRAFFIX	408326	100	INV	10/21/2011	175.02	BLAZERS FOR MS FRIERSON
83937	60090	FLORIDA POWER & LIGHT	SEP/OCT '11 CITY HL	100	INV	10/21/2011	597.88	26417-31993: 123 W HIC
83938	440	MICROFLEX	IN1238646	100	INV	10/21/2011	347.40	PF ULTRA ONE LARGE
83939	1069	MARK F. NEGLEY	10182011	100	INV	10/21/2011	7,271.04	CITY ELECTIONS 2011
83940	1348	CRANKSHAW VETERINARY SERVIC	8855	100	INV	10/21/2011	146.58	K-9 I/D 35#
83941	80075	HOME OWNERS SUPPLY	211813	100	INV	10/21/2011	20.99	VALVE KIT
83942	594	KEVIN JOENS	10202011	100	INV	10/21/2011	30.00	FUEL REIMB.
83943	80125	LOU'S HYDRAULIC SALES & SER	4282A	100	INV	10/21/2011	894.14	HOSES
83944	1535	NAPA AUTO PARTS	176814	100	CRM	10/21/2011	-12.00	CORE DEPOSIT
83945	1535	NAPA AUTO PARTS	176834	100	INV	10/21/2011	4.69	NAPA GOLD OIL
83946	1535	NAPA AUTO PARTS	176808	100	INV	10/21/2011	117.89	BATTERY
83947	2128	ODYSSEY MANUFACTURING CO.	154164	100	INV	10/21/2011	628.50	HYPOCHLORITE SOLUTIONS
83950	1893	ARCADIA DO-IT-BEST HARDWARE	A273917	100	INV	10/21/2011	6.08	XL BLK NITRILE GLOVE
83951	1893	ARCADIA DO-IT-BEST HARDWARE	A273918	100	INV	10/21/2011	14.77	LRG NEOPRENE COATD GLO
83952	196	BUFFALO GRAFFIX	408544	100	INV	10/21/2011	75.46	BLAZER FOR MR. ALLEN



Financials, Revenue & Citizen Services and Human Capital Management



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WARRANT: 20111004 10/21/2011

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VOUCHER VENDOR NAME

INVOICE

PO

TYPE DUE DATE

AMOUNT COMMENT

WARRANT TOTAL 54,077.79

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



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

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WARRANT: 20110916 10/24/2011

DUE DATE: 10/24/2011

VOUCHER	VENDOR	VENDOR NAME	INVOICE	PO	TYPE	DUE DATE	AMOUNT	COMMENT
83928	739	FISHER SCIENTIFIC	3921464	100	INV	10/20/2011	15.95	SOD PHOSPHATE TRIPOLY
83929	739	FISHER SCIENTIFIC	4009814	100	INV	10/20/2011	132.91	POTASSIUM IODIDE/SULFU
83930	40060	DESOTO CNTY BOARD OF	SEPT 2011_LANDFILL	100	INV	10/20/2011	24,893.82	LANDFILL - SEPTEMBER 2
83954	1963	BV OIL COMPANY, INC	SEPTEMBER 2011	100	INV	10/20/2011	17,170.02	FUEL & OIL - SEPTEMBER
WARRANT TOTAL							42,212.70	

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





10/24/2011 16:48
aahorkey

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

PG 4
apwarnt

WARRANT: 20110917 10/24/2011 DUE DATE: 10/24/2011

VOUCHER	VENDOR	VENDOR NAME	INVOICE	PO	TYPE	DUE DATE	AMOUNT	COMMENT
83957	1963 BV OIL COMPANY, INC	SEPT 2011 AIRPORT	100	INV	10/24/2011	8.33	8.33	SEPTEMBER 2011 - OIL
					WARRANT TOTAL	8.33		

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





10/25/2011 08:21
aahorkey

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

PG 4
apwarnt

WARRANT: 20111006 10/25/2011

DUE DATE: 10/25/2011

VOUCHER	VENDOR	VENDOR NAME	INVOICE	PO	TYPE	DUE DATE	AMOUNT	COMMENT
83931	2612	HANSON PROFESSIONAL SERVICE	1031661	100	INV	10/21/2011	1,073.39	PROJECT #11A0032
WARRANT TOTAL							1,073.39	

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

DeSoto Tobacco Free Partnership

Lake Katherine Park Tobacco-Free Policy

WHEREAS, Arcadia City Council believe that tobacco use in the proximity of children and adults enjoying Lake Katherine Park is detrimental to their health and can be offensive to those using such facilities; and

WHEREAS, we seek an opportunity to create and sustain an environment that supports a non-tobacco norm through a tobacco-free policy, rule enforcement, and adult-peer role modeling on Lake Katherine Park Grounds; and

WHEREAS, Arcadia City Council believes parents, leaders, and officials are role models for youth and can have a positive effect on the lifestyle choices they make by setting an example; and

WHEREAS, cigarettes once consumed in public spaces, are often discarded on the ground requiring additional maintenance expenses, diminish the beauty of the city's recreational facilities, and pose a risk to toddlers due to ingestion; and

WHEREAS, the Arcadia City Council determines that the prohibition of tobacco use at Lake Katherine Park serves to protect the health, safety and welfare of the children, citizens and residents of Arcadia.

Section 1: Tobacco use prohibited in outdoor youth recreation facilities

No person shall use tobacco products at Lake Katherine Park. Appropriate signs shall be posted in these areas.

Section 2: Violations and penalties

Any person found violating this policy may be subject to immediate ejection from Lake Katherine Park.

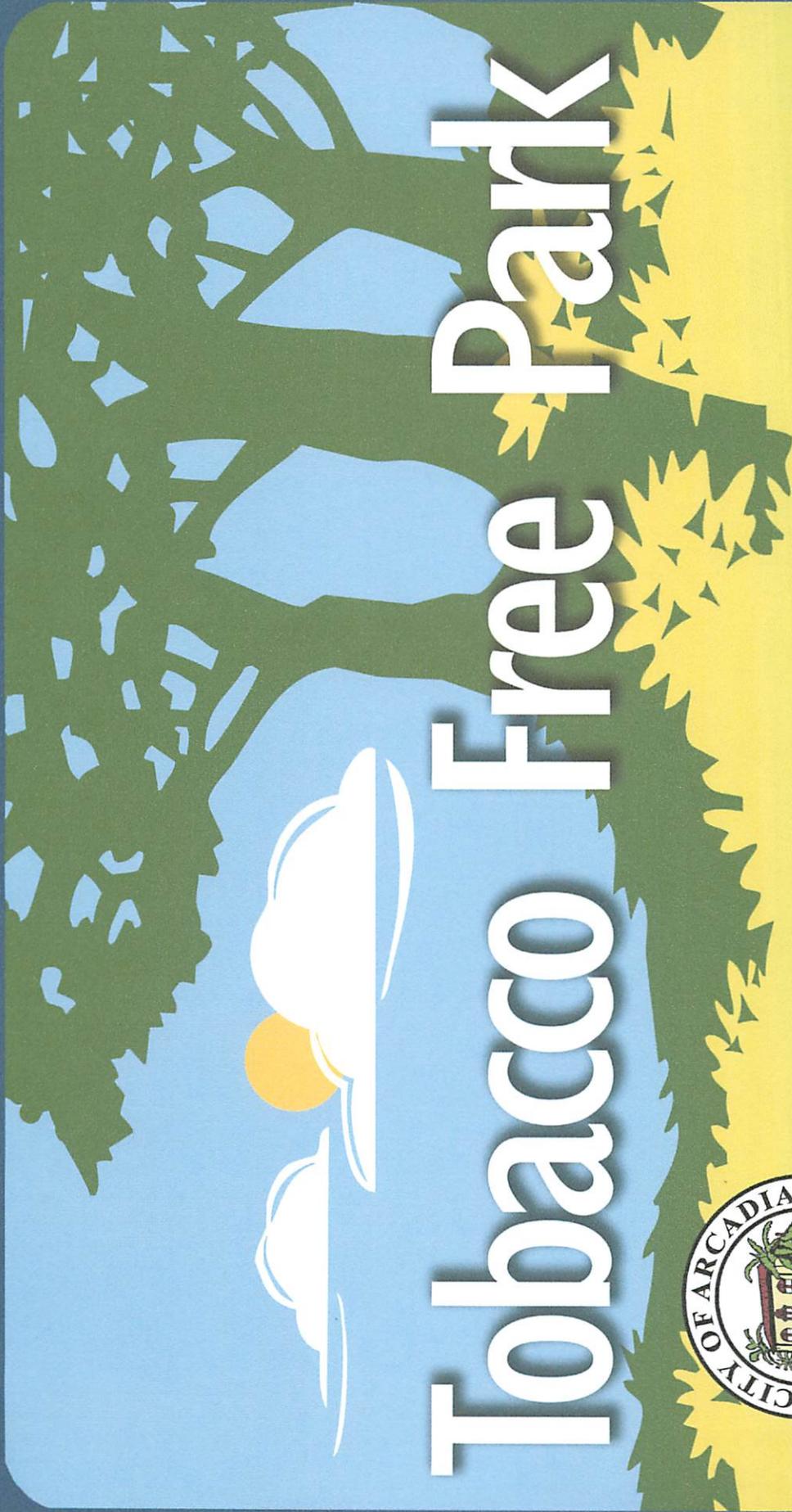
Section 3: Effective Date

This policy statement is effective immediately upon the date of adoption.

Keith Keene, Mayor

Date

Tobacco Free Park



HEALTHY LUNGS AT PLAY!



THIS IS A
TOBACCO
FREE ZONE





September 28, 2011

Lease Number 152655000

City of Arcadia
 Attn: Judi Jankosky
 121 West Hickory
 Arcadia, FL 34265

Dear Ms. Jankosky,

Enclosed are the necessary documents needed to complete your lease transaction. Please review, sign and return the following:

- **Lease –Purchase Agreement - Please have the Authorized Signor execute the documents and provide their title**
Opinion of Counsel - Please have your attorney sign and provide the name of the law firm, if applicable
Certificate of Acceptance – At the point of delivery, fill out this form and return the original to us. We will be unable to disburse funds until we receive this signed form.
Schedule of Payments – Please sign and provide the title of the signor.
- **Resolution-Certificate of Incumbency- List your Authorized Representative(s) and their title(s) in the body of the Resolution. Have the Authorized Representatives provide their names, title and signatures(s) on the lines which appear under the Authorized Representative Signature Section near the bottom of the Resolution. Finally, have the Secretary or appropriate Trustee attest to the information of the Authorized Representative(s) by signing and printing his/her name, title and date on the last signature line provided. The person who validates the signature should not sign the Lease Agreement. The Resolution must reflect the title(s) of the individual(s) who have authorization to sign the documents.**
- **Insurance Request Form – Fill in your insurer's information and sign. Please contact your insurer, prior to delivery, to obtain a certificate of insurance. Please enclose the certificate with the signed documentation or have the insurer fax the certificate directly to me.**
- **IRS Form 8038GC – Please sign, date and include the title of the signor**
- **Copy of Vendor Invoices – Vendor should send invoices directly to PNC with "Ship To" and "Bill To" in Lessee's name.**
- **Sales Tax Exemption Certificate – Please return a copy with the documents.**
- **Minutes of Governing Body (approving the purchase & finance of equipment) – Please return a copy with the documents.**
- **Invoice for advance payment – Please send your check in the amount of \$1,727.25, made payable to PNC Equipment Finance, LLC.**

Please return the documents to PNC Equipment Finance, LLC, Attn: Grace Sandlin 995 Dalton Avenue, Cincinnati, OH 45203 in the postage paid envelope enclosed.

PNC Equipment Finance, LLC, in its sole discretion, reserves the right to adjust the payment factors in the enclosed documentation to reflect any changes in market conditions up to the date of funding.

Our goal is to ensure that you receive the lowest payment available. Therefore, it is important that the documents are completed and returned by October 28, 2011.

If you have any questions please contact Grace Sandlin at 513-455-7464.

Sincerely,

Tracy Sparks
 Documentation Specialist

Lease-Purchase Agreement

Dated as of September 28, 2011Lease Number 152655000

Lessor: PNC Equipment Finance, LLC
995 Dalton Avenue
Cincinnati, OH 45203

Lessee: LESSEE FULL LEGAL NAME
City of Arcadia
121 West Hickory
Arcadia, FL 34265

FEDERAL TAX ID

596000266

Equipment Description **See attached Certificate of Acceptance for Equipment Description**

Rent Payment Schedule Lease Term is for 48 months, with Rent payments due in Advance monthly; quarterly; semi-annual; annually; each in the amounts set forth in the attached Schedule of Payments.

Lessee shall pay Rent payments exclusively from legally available funds in U.S. currency to Lessor in the amounts and on the dates set forth herein, without notice or demand.

TERMS AND CONDITIONS

- LEASE.** Subject to the terms of this Lease, Lessee agrees to lease from Lessor the equipment (the "Equipment") described in the attached Certificate of Acceptance when Lessor accepts this Lease. Lessee agrees to be bound by all the terms of this Lease.
- DELIVERY AND ACCEPTANCE OF EQUIPMENT.** Acceptance of the Equipment occurs upon delivery. When Lessee receives the Equipment, Lessee agrees to inspect it and to verify by telephone or in writing such information as Lessor may require. Delivery and installation costs are Lessee's responsibility. If Lessee signed a purchase contract for the Equipment, by signing this Lease Lessee assigns its rights, but none of its obligations under the purchase contract, to Lessor.
- RENT.** Lessee agrees to pay Lessor Rent (plus applicable taxes) in the amount and frequency stated above. If Lessee's Rent payments are due in Advance, Lessee's first Rent payment is due on the date Lessee accepts the Equipment under the Lease. Lessor will advise Lessee as to (a) the due date of each Rent payment, and (b) the address to which Lessee must send payments. Rent is due whether or not Lessee receives an invoice from Lessor. Lessee will pay Lessor any required advance rent when Lessee signs this Lease. Lessee authorizes Lessor to change the Rent by not more than 15% due to changes in the Equipment configuration, which may occur prior to Lessor's acceptance of this Lease. Restrictive endorsements on checks Lessee sends to Lessor will not reduce Lessee's obligations to Lessor. Unless a proper exemption certificate is provided, applicable sales and use taxes will be added to the Rent.
NON-APPROPRIATION OF FUNDS. Lessee intends to remit all Rent and other payments to Lessor for the full Lease Term if funds are legally available. In the event Lessee is not granted an appropriation of funds at any time during the Lease Term for the Equipment subject to this Lease and operating funds are not otherwise available to Lessee to pay the Rent and other payments due and to become due under this Lease, and there is no other legal procedure or available funds by or with which payment can be made to Lessor, and the non-appropriation did not result from an act or omission by Lessee, Lessee shall have the right to return the Equipment in accordance with Section 16 of the Lease and terminate this Lease on the last day of the fiscal period for which appropriations were received without penalty or expense to Lessee, except as the portion of Rent for which funds shall have been appropriated and budgeted. At least thirty (30) days prior to the end of Lessee's fiscal year, Lessee's chief executive officer (or legal counsel) shall certify in writing that (a) funds have not been appropriated for the upcoming fiscal period, (b) such non-appropriation did not result from any act or failure to act by Lessee, and (c) Lessee has exhausted all funds legally available for the payment of Rent.
- UNCONDITIONAL OBLIGATION.** LESSEE AGREES THAT IT IS UNCONDITIONALLY OBLIGATED TO PAY ALL RENT AND ANY OTHER AMOUNTS DUE UNDER THIS LEASE IN ALL FISCAL YEARS IN WHICH FUNDS HAVE BEEN APPROPRIATED NO MATTER WHAT HAPPENS, EVEN IF THE EQUIPMENT IS DAMAGED OR DESTROYED, IF IT IS DEFECTIVE OR IF LESSEE HAS TEMPORARY OR PERMANENT LOSS OF ITS USE. LESSEE IS NOT ENTITLED TO ANY REDUCTION OR SET-OFF AGAINST RENT OR OTHER AMOUNTS DUE UNDER THIS LEASE FOR ANY REASON WHATSOEVER.
- DISCLAIMER OF WARRANTIES.** THE EQUIPMENT IS BEING LEASED TO LESSEE IN "AS-IS" CONDITION. LESSEE AGREES THAT LESSOR HAS NOT MANUFACTURED THE EQUIPMENT AND THAT LESSEE HAS SELECTED THE EQUIPMENT BASED UPON LESSEE'S OWN JUDGMENT. LESSEE HAS NOT RELIED ON ANY STATEMENTS LESSOR OR ITS EMPLOYEES HAVE MADE. LESSOR HAS NOT MADE AND DOES NOT MAKE ANY EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES WHATSOEVER, INCLUDING WITHOUT LIMITATION, THE EQUIPMENT'S MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, DESIGN, CONDITION, DURABILITY, OPERATION, QUALITY OF MATERIALS OR WORKMANSHIP, OR COMPLIANCE WITH SPECIFICATIONS OR APPLICABLE LAW. Lessee is aware of the name of the Equipment manufacturer and will contact the manufacturer for a description of their warranty rights. If the manufacturer has provided Lessor with a warranty, Lessor assigns its rights to such warranty to Lessee and Lessee may enforce all warranty rights directly against the manufacturer of the Equipment. Lessee agrees to settle any dispute regarding performance of the Equipment directly with the manufacturer of the Equipment.
- TITLE AND SECURITY INTEREST.** Unless otherwise required by the laws of the state where Lessee is located, Lessee shall have title to the Equipment immediately upon delivery and shall be deemed to be the owner of the Equipment as long as Lessee is not in default under this Lease. In the event of a default, title to the Equipment shall revert to Lessor free and clear of any rights or interest Lessee may have in the Equipment. Lessor shall not have a security interest in any of the Equipment under the Uniform Commercial Code of the State of Florida. Nothing in the Lease shall be interpreted or construed as granting Lessor a security interest in or other lien or encumbrance on any Equipment. Notwithstanding anything to the contrary in the Lease, Lessor waives and releases any right that it may have at law or in equity to specific or compulsory performance of any

agreement of Lessee to return the Equipment to Lessor, to transfer legal or beneficial title to the Equipment to Lessor or to repossess or foreclose on any Equipment.

7. **USE, MAINTENANCE AND REPAIR.** Lessee will not move the Equipment from the Equipment Location without Lessor's advance written consent. Lessee will give Lessor reasonable access to the Equipment Location so that Lessor can check the Equipment's existence, condition and proper maintenance. Lessee will use the Equipment in the manner for which it was intended, as required by all applicable manuals and instructions, and keep it eligible for any manufacturer's certification and/or standard full service maintenance contract. At Lessee's own cost and expense, they will keep the Equipment in good repair, condition and working order, ordinary wear and tear excepted. Lessee will not make any permanent alterations to the Equipment.
8. **TAXES.** Lessee agrees to pay Lessor, when invoiced, all taxes (including any sales, use and personal property taxes), fines, interest and penalties relating to this Lease and the Equipment (excluding taxes based on Lessor's net income). Lessee agrees to file any required personal property tax returns and, if Lessor asks, Lessee will provide Lessor with proof of payment. Lessor does not have to contest any tax assessments.
9. **INDEMNITY.** Lessor is not responsible for any injuries, damages, penalties, claims or losses, including legal expenses, incurred by Lessee or any other person caused by the transportation, installation, manufacture, selection, purchase, lease, ownership, possession, modification, maintenance, condition, operation, use, return or disposition of the Equipment. To the extent permitted by law, Lessee agrees to reimburse Lessor for and defend Lessor against any claims for such losses, damages, penalties, claims, injuries, or expenses. This indemnity continues even after this Lease has expired, for acts or omissions which occurred during the Lease Term.
10. **IDENTIFICATION.** Lessee authorizes Lessor to insert or correct missing information on this Lease, including Lessee's official name, serial numbers and any other information describing the Equipment. Lessor will send Lessee copies of such changes. Lessee will attach to the Equipment any name plates or stickers Lessor provides.
11. **LOSS OR DAMAGE.** Lessee is responsible for any loss of the Equipment from any cause at all, whether or not insured, from the time the Equipment is shipped to Lessee until it is returned to Lessor. If any item of Equipment is lost, stolen or damaged, Lessee will promptly notify Lessor of such event. Then, at Lessor's option, Lessee will either (a) repair the Equipment so that it is in good condition and working order, eligible for any manufacturer's certification, or (b) pay Lessor an amount equal to the Net Book Value (as defined in Section 14) of the lost, stolen or damaged Equipment. If Lessee has satisfied their obligations under this Section 11, Lessor will forward to Lessee any insurance proceeds which Lessor receives for lost, damaged, or destroyed Equipment. If Lessee is in default, Lessor will apply any insurance proceeds Lessor receives to reduce Lessee's obligations under Section 14 of this Lease.
12. **INSURANCE.** Lessee agrees to (a) keep the Equipment fully insured against loss, naming Lessor as loss payee, and (b) obtain a general public liability insurance policy covering both personal injury and property damage in amounts not less than Lessor may tell Lessee, naming Lessor as additional insured, until Lessee has met all their obligations under this Lease. Lessor is under no duty to tell Lessee if Lessee's insurance coverage is adequate. The policies shall state that Lessor is to be notified of any proposed cancellation at least 30 days prior to the date set for cancellation. Upon Lessor's request, Lessee agrees to provide Lessor with certificates or other evidence of insurance acceptable to Lessor. If Lessee does not provide Lessor with evidence of proper insurance within 10 days of Lessor's request or Lessor receives notice of policy cancellation, Lessor may (but Lessor is not obligated to) obtain insurance on Lessor's interest in the Equipment at Lessee's expense. Lessee will pay all insurance premiums and related charges.
13. **DEFAULT.** Lessee will be in default under this Lease if any of the following happens: (a) Lessor does not receive any Rent or other payment due under this Lease within 10 days after its due date, (b) Lessee fails to perform or observe any other promise or obligation in this Lease and does not correct the default within 10 days after Lessor sends Lessee written notice of default, (c) any representation, warranty or statement Lessee has made in this Lease shall prove to have been false or misleading in any material respect, (d) any insurance carrier cancels or threatens to cancel any insurance on the Equipment, (e) the Equipment or any part of it is abused, illegally used, misused, lost, destroyed, or damaged beyond repair, (f) a petition is filed by or against Lessee under any bankruptcy or insolvency laws, or (g) Lessee defaults on any other agreement between it and Lessor (or Lessor's affiliates).
14. **REMEDIES.** Upon the occurrence of a default, Lessor may, in its sole discretion, do any or all of the following: (a) provide written notice to Lessee of default, (b) as liquidated damages for loss of a bargain and not as a penalty, declare due and payable, the present value of (i) any and all amounts which may be then due and payable by Lessee to Lessor under this Lease, plus (ii) all Rent payments remaining through the end of the then current fiscal year, discounted at the higher of 3% or the lowest rate allowed by law (collectively, the "Net Book Value") and (c) require Lessee to immediately return the Equipment to Lessor. Lessor has the right to require Lessee to make the Equipment available to Lessor for repossession during reasonable business hours or Lessor may repossess the Equipment, so long as Lessor does not breach the peace in doing so, or Lessor may use legal process in compliance with applicable law pursuant to court order to have the Equipment repossessed. Lessee will not make any claims against Lessor or the Equipment for trespass, damage or any other reason. If Lessor takes possession of the Equipment Lessor may (a) sell or lease the Equipment at public or private sale or lease, and/or (b) exercise such other rights as may be allowed by applicable law. Although Lessee agrees that Lessor has no obligation to sell the Equipment, if Lessor does sell the Equipment, Lessor will reduce the Net Book Value by the amounts Lessor receives. Lessee will immediately pay Lessor the remaining Net Book Value. Lessee agrees (a) that Lessor only needs to give 10 days advance notice of any sale and no notice of advertising, (b) to pay all of the costs Lessor incurs to enforce Lessor's rights against Lessee, including attorney's fees, and (c) that Lessor will retain all of Lessor's rights against Lessee even if Lessor does not choose to enforce them at the time of Lessee's default.
15. **LESSEE'S OPTION AT END OF LEASE.** Provided Lessee is not in default, upon expiration of the Lease Term Lessee has the option to purchase all but not less than all of the Equipment for **\$12,000.00** (plus all sales and other applicable taxes).
16. **RETURN OF EQUIPMENT.** If (a) default occurs, or (b) a non-appropriation of funds occurs in accordance with Section 3, Lessee will immediately return the Equipment to any location(s) in the continental United States and aboard any carriers(s) Lessor may designate. The Equipment must be properly packed for shipment in accordance with the manufacturer's recommendations or specifications, freight prepaid and insured, maintained in accordance with Section 7, and in "Average Saleable Condition." "Average Saleable Condition" means that all of the Equipment is immediately available for use by a third party buyer, user or lessee, other than Lessee named in this Lease, without the need for any repair or refurbishment. All Equipment must be free of markings. Lessee will pay Lessor for any missing or defective parts or accessories. Lessee will continue to pay Rent until the Equipment is received and accepted by Lessor.
17. **REPRESENTATIONS AND WARRANTIES.** Lessee hereby represents and warrants to Lessor that as of the date of this Lease, and throughout the Lease Term: (a) Lessee is the entity indicated in this Lease; (b) Lessee is a State or a fully constituted political subdivision or agency of the State in which Lessee is located; (c) Lessee is duly organized and existing under the Constitution and laws of the State in which Lessee is located; (d) Lessee is authorized to enter into and carry out Lessee's obligations under this Lease, any documents relative to the acquisition of the Equipment and any other documents required to be delivered in connection with this Lease (collectively, the "Documents"); (e) the Documents have been duly authorized, executed and delivered by Lessee in accordance with all applicable laws, rules, ordinances, and regulations, the Documents are valid, legal, binding agreements, enforceable in accordance with their terms and the person(s) signing the Documents have the authority to do so, are acting with the full authorization of Lessee's governing body, and hold the offices indicated below their signature, each of which is genuine; (f) the Equipment is essential to the immediate performance of a governmental or proprietary function by Lessee within the scope of Lessee's authority and

shall be used during the Lease Term only by Lessee and only to perform such function; (g) Lessee intends to use the Equipment for the entire Lease Term and shall take all necessary action to include in Lessee's annual budget any funds required to fulfill their obligations for each fiscal year during the Lease Term; (h) Lessee has complied fully with all applicable law governing open meetings, public bidding and appropriations required in connection with this Lease and the acquisition of the Equipment; (i) Lessee's obligations to remit Rent under this Lease constitutes a current expense and not a debt under applicable state law and no provision of this Lease constitutes a pledge of Lessee's tax or general revenues, and any provision which is so constructed by a court of competent jurisdiction is void from the inception of this lease; (j) all payments due and to become due during Lessee's current fiscal year are within the fiscal budget of such year, and are included within an unrestricted and unencumbered appropriation currently available for the lease/purchase of the Equipment; (k) Lessee shall not do or cause to be done any act which shall cause, or by omission of any act allow the interest portion of any Rent payment to become includible in Lessor's gross income for Federal income taxation purposes under the Internal Revenue Code of 1986, as amended, (the "Code"); (l) Lessee shall maintain a complete and accurate record of all assignments of this Lease in the form sufficient to comply with the book entry requirements of Section 149(a) of the Code and the regulations prescribed there under from time to time; (m) Lessee shall comply with the information reporting requirements of Section 149(e) of the Code; such compliance shall include, but not be limited to, the execution of IRS Form 8038-G or 8038-GC; and (n) all financial information Lessee has provided to Lessor is true and accurate and provides a good representation of Lessee's financial condition.

Lessor acknowledges that (a) no Lease will be a general obligation of Lessee, (b) no Lease will be payable from a pledge of ad valorem taxes, and (c) no Lease shall constitute a pledge of either the full faith and credit of Lessee or the taxing power of Lessee.

18. **LESSEE'S PROMISES.** In addition to the other provisions of this Lease, Lessee agrees that during the term of this Lease (a) Lessee will promptly notify Lessor in writing if it moves Lessee's principal office or it changes its name or legal structure, (b) Lessee will provide to Lessor such financial information as may reasonably request from time to time, and (c) Lessee will take any action Lessor reasonably requests to protect Lessor's rights in the Equipment and to meet Lessee's obligations under this Lease.
19. **ASSIGNMENT. LESSEE WILL NOT SELL, TRANSFER, ASSIGN, PLEDGE, SUB-LEASE OR PART WITH POSSESSION OF THE EQUIPMENT OR FILE OR PERMIT A LIEN TO BE FILED AGAINST THE EQUIPMENT.** Lessee will not attach any of the Equipment to any real estate. Upon Lessor's reasonable request and at Lessee's cost, Lessee will obtain from each person having an interest in the real estate where the Equipment is located a waiver of any rights they may have in the Equipment.
20. **ASSIGNMENT BY LESSOR.** This Lease, and the rights of Lessor hereunder and in and to the Equipment, may be assigned and reassigned in whole or in part to one or more assignees by Lessor or its assigns at any time without the necessity of obtaining the consent of Lessee; provided, however, no such assignment or reassignment shall be effective unless and until Lessee shall have been given written notice of assignment disclosing the name and address of the assignee or its agent authorized to receive payments and otherwise service this Lease on its behalf. Upon receipt of notice of assignment, Lessee agrees to record the same in records maintained for such purpose, and further, to make all payments as designated in the assignment, notwithstanding any claim, defense, setoff or counterclaim whatsoever (whether arising from a breach of this Lease or otherwise) that Lessee may from time to time have against Lessor or Lessor's assigns. Lessee agrees to execute all documents, including acknowledgments of assignment, which may reasonably be requested by Lessor or its assigns to protect their interests in the Equipment and in this Lease.
21. **COLLECTION EXPENSES, OVERDUE PAYMENT, TERMINATION.** Lessee agrees that Lessor can, but does not have to, take on Lessee's behalf any action which Lessee fails to take as required by this Lease, and Lessor's expenses will be in addition to that of the Rent which Lessee owes Lessor. If Lessor receives any payment from Lessee after the due date, Lessee shall pay Lessor on demand as a late charge five percent (5%) of such overdue amount, limited, however, to the maximum amount allowed by law. Upon thirty (30) days prior written notice by Lessee to Lessor, and so long as there is no Event of Default then existing, Lessee shall have the option to purchase all, but not less than all, of the Equipment covered by the Lease on any Rent Payment due date by paying to Lessor all Rent Payments then due (including accrued interest, if any) plus the Termination Value amount set forth on the Payment Schedule to the applicable Lease for such date. Upon satisfaction by Lessee of such purchase conditions, Lessor shall release its Lien on such Equipment and Lessee shall retain its title to such Equipment "AS-IS, WHERE-IS," without representation or warranty by Lessor, express or implied, except for a representation that such Equipment is free and clear of any Liens created by Lessor.
22. **AGREED LEASE RATE FACTOR.** Lessee understands that the Equipment may be purchased for cash (the "Equipment Cost") or it may be leased. By signing this Lease, Lessee acknowledges that is has chosen to lease the Equipment from Lessor for the Lease Term and that Lessee has agreed to pay Rent. Each payment of Rent includes a principal amount based on the Equipment Cost and a lease charge rate. If it is determined that Lessee's payments under this Lease result in an interest payment higher than allowed by applicable law, then any excess interest collected will be applied to the repayment of principal and interest will be charged at the highest rate allowed by law. In no event will Lessor charge or receive or will Lessee pay any amounts in excess of the legal amount.
23. **MISCELLANEOUS.** This Lease contains the entire agreement and supersedes any conflicting provision of any equipment purchase order or any other agreement. **TIME IS OF THE ESSENCE IN THIS LEASE.** If a court finds any provision of Lease to be unenforceable, the remaining terms of this Lease shall remain in effect. **THIS LEASE IS A "FINANCE LEASE" AS DEFINED IN ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE.** Lessee authorizes Lessor (or Lessor's agent) to (a) obtain credit reports, (b) make such other credit inquires as Lessor may deem necessary, and (c) furnish payment history information to credit reporting agencies. To the extent permitted by law, Lessor may charge Lessee a fee of \$250.00 to cover Lessor's documentation and investigation costs.
24. **NOTICES.** All of Lessee's written notices to Lessor must be sent by certified mail or recognized overnight delivery service, postage prepaid, to Lessor at Lessor's address stated in this Lease, or by facsimile transmission to Lessor's facsimile telephone number, with oral confirmation of receipt. All of Lessor's notices to Lessee may be sent first class mail, postage prepaid, to Lessee's address stated in this Lease. At any time after this Lease is signed, Lessee or Lessor may change an address or facsimile telephone number by giving notice to the other of the change.
25. **WAIVERS. LESSOR AND LESSEE EACH AGREE TO WAIVE, AND TO TAKE ALL REQUIRED STEPS TO WAIVE, ALL RIGHTS TO A JURY TRIAL.** To the extent Lessee is permitted by applicable law, Lessee waives all rights and remedies conferred upon a lessee by Article 2A (Sections 508-522) of the Uniform Commercial Code including but not limited to Lessee's rights to: (a) cancel or repudiate this Lease; (b) reject or revoke acceptance of the Equipment; (c) recover damages from Lessor for any breach of warranty or for any other reason; (d) grant a security interest in any Equipment in Lessee's possession. To the extent Lessee is permitted by applicable law, Lessee waives any rights Lessee now or later may have under any statute or otherwise which requires Lessor to sell or otherwise use any Equipment to reduce Lessor's damages, which requires Lessor to provide Lessee with notice of default, intent to accelerate amounts becoming due or acceleration of amounts becoming due, or which may otherwise limit or modify any of Lessor's rights or remedies. **ANY ACTION LESSEE TAKES AGAINST LESSOR FOR ANY DEFAULT, INCLUDING BREACH OF WARRANTY OR INDEMNITY, MUST BE STARTED WITHIN ONE (1) YEAR AFTER THE EVENT, WHICH CAUSED IT.** Lessor will not be liable for specific performance of this Lease or for any losses, damages, delay or failure to deliver Equipment.
26. **SMALL ISSUER STATEMENT.** Lessee hereby certifies to Lessor and its assigns that: a) Lessee designates the Lease as a "Qualified Tax-Exempt Obligation" for the purposes of Section 265(b)(3) of the Code; b) Lessee will own and operate the Equipment in the performance of its public purposes; and the Equipment will not be subject to the use or control of any other entity; c) Lessee will not designate more than Ten Million Dollars (\$10,000,000) of tax-exempt obligations during the current calendar year as "Qualified Tax-Exempt Obligation", Lessee reasonably expects to issue no more than Ten Million Dollars (\$10,000,000) of tax-exempt obligations

during the current calendar year; and d) For purposes of Paragraph 3 herein above, the amount of tax-exempt obligations stated as either issued or designated as "Qualified Tax-Exempt Obligations" includes tax-exempt obligations issued by all subordinate entities of Lessee, as provided in Section 265 (b) (3) (E) of the Code.

IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS LEASE SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. TERMS OR ORAL PROMISES WHICH ARE NOT CONTAINED IN THIS WRITTEN AGREEMENT MAY NOT BE LEGALLY ENFORCED. THE TERMS OF THIS LEASE MAY ONLY BE CHANGED BY ANOTHER WRITTEN AGREEMENT BETWEEN LESSEE AND LESSOR. LESSEE AGREES TO COMPLY WITH THE TERMS AND CONDITIONS OF THIS LEASE. LESSEE AGREES THAT THE EQUIPMENT WILL BE USED FOR BUSINESS PURPOSES ONLY AND NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES.

LESSEE CERTIFIES THAT ALL THE INFORMATION GIVEN IN THIS LEASE AND LESSEE'S APPLICATION WAS CORRECT AND COMPLETE WHEN THIS LEASE WAS SIGNED. THIS LEASE IS NOT BINDING UPON LESSOR OR EFFECTIVE UNLESS AND UNTIL LESSOR EXECUTES THIS LEASE. THIS LEASE WILL BE GOVERNED BY THE LAWS OF THE STATE OF THE LESSEE.

City of Arcadia
("Lessee")

PNC Equipment Finance, LLC
("Lessor")

X
Authorized Signature

X
Authorized Signature

Print Name

Print Name

Title:

Title:

Date
121 West Hickory
Arcadia, FL 34265

995 Dalton Ave.
Cincinnati OH 45203

OPINION OF COUNSEL

I have acted as counsel to the above-referenced Lessee (the "Lessee") with respect to this Lease-Purchase Agreement by and between the Lessee and Lessor (the "Lease"), and in this capacity have reviewed the original or duplicate originals of the Lease and such other documents as I have deemed relevant. Based upon the foregoing, I am of the opinion that: (A) Lessee is a state or a fully constituted political subdivision or agency of a state within the meaning of Section 103 of the Internal Revenue Code of 1986, as amended; (B) the execution, delivery and performance of the Lease by Lessee has been duly authorized by all necessary action on the part of Lessee; (C) the Lease constitutes a legal, valid and binding obligation of Lessee enforceable in accordance with its terms, except as limited by laws of general application affecting the enforcement of creditors' rights, and does not constitute a debt of Lessee which is prohibited by state law; (D) the authorization, approval and execution of the Lease and all other proceedings of Lessee related to the transactions contemplated thereby have been performed in accordance with all open-meeting laws, public bidding laws, and all other applicable state laws. The undersigned certifies that (s)he is an attorney duly authorized to practice law in the State of _____.

The foregoing opinions are limited to the laws of such State and federal laws of the United States.

Attorney of Lessee

By: _____
Print Name: _____
Law firm: _____

CERTIFICATE OF ACCEPTANCE

Lease Number 152655000

Quantity	Description	Serial No.
15	2012 E-Z-GO TXT-PDS E Golf Cars	

or see attached Equipment Schedule

Lessee, through its authorized representative, hereby certifies to Lessor that:

1. The Equipment has been delivered to the location where it will be used, which is the Equipment Location given in the Lease-Purchase Agreement ("Lease");
2. All of the Equipment has been inspected and is (a) complete, (b) properly installed, (c) functioning, and (d) in good working order;
3. Lessee accepts the Equipment for all purposes under the Lease as of _____, 2011 (the "Acceptance Date"), which is the date on which the Equipment was delivered and installed;
4. The Equipment is of a size, design, capacity and manufacture acceptable to Lessee and suitable for Lessee's purposes; and
5. Lessee is not in default under the Lease, no Non-Appropriation of Funds (as described in the Lease) has occurred, and all of Lessee's statements and promises set forth in the Lease are true and correct.

Lessor is hereby authorized to insert serial numbers on the Lease.

THIS CERTIFICATE OF ACCEPTANCE IS SIGNED THIS ____ DAY OF _____, 2011.

City of Arcadia
("Lessee")

X

Authorized Signature

Print Name

Title:

Date

121 West Hickory
Arcadia, FL 34265

SCHEDULE OF PAYMENTS

Lease Number 152655000

Attached to and made a part of that certain Lease-Purchase Agreement dated as of September 28, 2011 by and between PNC Equipment Finance, LLC, as Lessor, and City of Arcadia, as Lessee.

Rent payments are payable as follows:

Payment Number	Date	Payment	Interest	Principal	Termination*
1		\$1,727.25	\$194.38	\$1,532.87	\$54,421.06
2		\$1,727.25	\$188.96	\$1,538.29	\$52,852.00
3		\$1,727.25	\$183.51	\$1,543.74	\$51,277.39
4		\$1,727.25	\$178.04	\$1,549.21	\$49,697.19
5		\$1,727.25	\$172.55	\$1,554.70	\$48,111.40
6		\$1,727.25	\$167.05	\$1,560.20	\$46,520.00
7		\$1,727.25	\$161.52	\$1,565.73	\$44,922.95
8		\$1,727.25	\$158.76	\$1,568.49	\$44,124.23
9		\$1,727.25	\$153.20	\$1,574.05	\$42,518.70
10		\$1,727.25	\$147.63	\$1,579.62	\$40,907.49
11		\$1,727.25	\$142.04	\$1,585.21	\$39,290.57
12		\$1,727.25	\$136.42	\$1,590.83	\$37,667.93
13		\$1,727.25	\$130.79	\$1,596.46	\$36,039.54
14		\$1,727.25	\$125.13	\$1,602.12	\$34,405.38
15		\$1,727.25	\$121.59	\$1,605.66	\$33,381.17
16		\$1,727.25	\$115.90	\$1,611.35	\$31,737.60
17		\$1,727.25	\$110.20	\$1,617.05	\$30,088.20
18		\$1,727.25	\$104.47	\$1,622.78	\$28,432.97
19		\$1,727.25	\$98.72	\$1,628.53	\$26,771.87
20		\$1,727.25	\$92.95	\$1,634.30	\$25,104.88
21		\$1,727.25	\$87.17	\$1,640.08	\$23,432.00
22		\$1,727.25	\$82.81	\$1,644.44	\$22,172.57
23		\$1,727.25	\$76.99	\$1,650.26	\$20,489.30
24		\$1,727.25	\$71.14	\$1,656.11	\$18,800.07
25		\$1,727.25	\$65.28	\$1,661.97	\$17,104.86
26		\$1,727.25	\$59.39	\$1,667.86	\$15,403.64
27		\$1,727.25	\$53.48	\$1,673.77	\$13,696.40
28		\$1,727.25	\$47.56	\$1,679.69	\$11,983.11
29		\$12,000.00	\$42.34	\$11,957.66	\$0.00

*As provided in Section 21 of the Lease-Purchase Agreement.

City of Arcadia
("Lessee")

X _____
Authorized Signature

Print Name

Title:

121 West Hickory
Arcadia, FL 34265

PNC Equipment Finance, LLC
("Lessor")

By: _____

Title _____

995 Dalton Ave.
Cincinnati OH 45203

RESOLUTION AND CERTIFICATE OF INCUMBENCY
Lease Number 152655000

Lessee: City of Arcadia

Amount \$54,886.85

WHEREAS, Lessee, a body politic and corporate duly organized and existing as a political subdivision, municipal corporation or similar public entity of the State or Commonwealth ("the State") is authorized by the laws of the State to purchase, acquire and lease certain equipment and other property for the benefit of the Lessee and its inhabitants and to enter into contracts with respect thereto; and

WHEREAS, pursuant to applicable law, the governing body of the Lessee ("Governing Body") is authorized to acquire, dispose of and encumber real and personal property, including, without limitation, rights and interest in property, leases and easements necessary to the functions or operations of the Lessee.

WHEREAS, the Governing Body hereby finds and determines that the execution of one or more Lease-Purchase Agreements or lease schedules ("Leases") in the principal amount not exceeding the amount stated above for the purpose of acquiring the property ("Equipment") to be described in the Leases is appropriate and necessary to the functions and operations of the Lessee.

WHEREAS, PNC Equipment Finance, LLC ("Lessor") shall act as Lessor under said Leases.

NOW, THEREFORE, Be It Ordained by the Governing Body of the Lessee:

Section 1. Either one of the _____ OR _____ (each an "Authorized Representative") acting on behalf of the Lessee, is hereby authorized to negotiate, enter into, execute, and deliver one or more Leases in substantially the form set forth in the document presently before the Governing Body, which document is available for public inspection at the office of the Lessee. Each Authorized Representative acting on behalf of the Lessee is hereby authorized to negotiate, enter into, execute, and deliver such other documents relating to the Lease as the Authorized Representative deems necessary and appropriate. All other related contracts and agreements necessary and incidental to the Leases are hereby authorized.

Section 2. By a written instrument signed by any Authorized Representative, said Authorized Representative may designate specifically identified officers or employees of the Lessee to execute and deliver agreements and documents relating to the Leases on behalf of the Lessee.

Section 3. The aggregate original principal amount of the Leases shall not exceed the amount stated above and shall bear interest as set forth in the Leases and the Leases shall contain such options to purchase by the Lessee as set forth therein.

Section 4. The Lessee's obligations under the Leases shall be subject to annual appropriation or renewal by the Governing Body as set forth in each Lease and the Lessee's obligations under the Leases shall not constitute general obligations of the Lessee or indebtedness under the Constitution or laws of the State.

Section 5. As to each Lease, the Lessee reasonably anticipates to issue not more than \$30,000,000 of tax-exempt obligations (other than "private activity bonds" which are not "qualified 501(c)(3) bonds") during the fiscal year in which each such Lease is issued and hereby designates each Lease as a qualified tax-exempt obligation for purposes of Section 265(b) of the Internal Revenue Code of 1986, as amended.

Section 6. This resolution shall take effect immediately upon its adoption and approval.

SIGNATURES AND TITLES OF AUTHORIZED REPRESENTATIVES : AUTHORIZED LEASE SIGNORS ONLY

Name	Title	Signature
Name	Title	Signature

ADOPTED AND APPROVED on this _____, 20__.

Section 7. I, the undersigned Secretary/Clerk identified below, does hereby certify that I am the duly elected or appointed and acting Secretary/Clerk of the above Lessee, a political subdivision duly organized and existing under the laws of the State where Lessee is located, that I have the title stated below, and that, as of the date hereof, the individuals named below are the duly elected or appointed officers of the Lessee holding the offices set forth opposite their respective names. The undersigned Secretary/Clerk of the above-named Lessee hereby certifies and attests that the undersigned has access to the official records of the Governing Body of the Lessee, that the foregoing resolutions were duly adopted by said Governing Body of the Lessee at a meeting of said Governing Body and that such resolutions have not been amended or altered and are in full force and effect on the date stated below.

LESSEE: City of Arcadia

Signature of Secretary/Clerk of Lessee

[SEAL]

Print Name: _____
Official Title: _____
Date: _____

INSURANCE COVERAGE DISCLOSURE
PNC Equipment Finance, LLC, LESSOR

City of Arcadia , LESSEE

RE: INSURANCE COVERAGE REQUIREMENTS

1. **In accordance with the Lease-Purchase Agreement ("Lease"), Lessee certifies that it has instructed the insurance agent named below (please fill in name, address, and telephone number):**

Desoto Ins Agency
PO Box 880 Arcadia Fl 34265
863-494-2242

to issue: (check to indicate coverage)

a. All Risk Physical Damage Insurance on the leased Equipment evidenced by a Certificate of Insurance and Long Form Loss Payable Clause naming PNC Equipment Finance, LLC and/or its assigns as Lender Loss Payee.

Coverage Required: **\$54,886.85**

b. Public Liability Insurance evidenced by a Certificate of Insurance naming PNC Equipment Finance, LLC and/or its assigns as an Additional Insured.

Minimum Coverage Required:
\$1,000,000.00 per person
\$2,000,000.00 aggregate bodily injury liability
\$1,000,000.00 property damage liability

Proof of insurance coverage will be provided to PNC Equipment Finance, LLC, 995 Dalton Ave, Cincinnati, OH 45203, prior to the time that the property is delivered to Lessee.

OR

2. **Pursuant to the Lease, Lessee represents and warrants, in addition to other matters under the Agreement, that it is lawfully self-insured for: (check to indicate coverage)**

a. All risk, physical damage in the amount specified in 1(a) above.
 b. Public liability for not less than the amounts specified in 1(b) above.

ITEMS WHICH NEED TO BE REFLECTED ON INSURANCE CERTIFICATE:

- PNC Equipment Finance, LLC must be named Lender Loss Payee and Additional Insured
30 Days Notice of Cancellation
- Not Less than \$2,000,000.00 limits on liability
- Certificate must reflect a short equipment description
- Certificate must reflect an expiration date

Certificate Holder Information:

PNC Equipment Finance, LLC
its successors and/or all assigns
995 Dalton Ave.
Cincinnati, OH 45203

Please send a FAX copy of certificate to Tracy Sparks at 866-463-1260.

LESSEE HAS ATTACHED A SIGNED LETTER DESCRIBING SELF-INSURANCE.

LESSEE: City of Arcadia

By: _____ Title: _____

From: (412) 762-2000
tracy.sparks@pnc.com
PNC
995 Dalton Ave

Origin ID: CVGA



J11201108050225

CINCINNATI, OH 45203

SHIP TO: (513) 455-7464

BILL SENDER

Grace Sandlin
PNC Equipment Finance, LLC
995 DALTON AVE

CINCINNATI, OH 45203

Ship Date: 28SEP11
Act/Wgt: 0.5 LB
CAD: 6126720/WBUS0200

Delivery Address Bar Code



Ref # 0010012543
Invoice #
PO #
Dept #

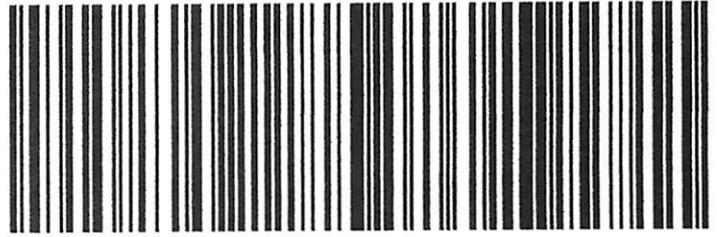
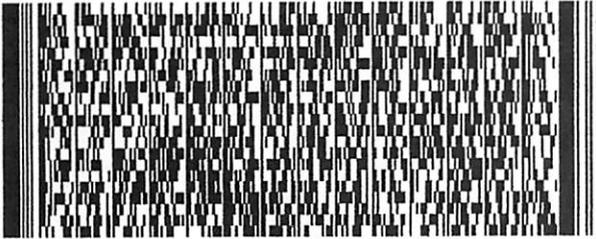
THU - 29 SEP A1
STANDARD OVERNIGHT

TRK# 7952 3864 1277

0201

62 CVGA

45203
OH-US
CVG



50FG2/4299/F5F4

Information Return for Small Tax-Exempt
Governmental Bond Issues, Leases, and Installment Sales
▶ Under Internal Revenue Code section 149(e)

Caution: If the issue price of the issue is \$100,000 or more, use Form 8038-G

Check box if Amended Return

Part I Reporting Authority	
1 Issuer's name City of Arcadia	2 Issuer's employer identification number
3 Number and street (or P.O. box if mail is not delivered to street address) 121 West Hickory	Room/suite
4 City, town, or post office, state, and ZIP code Arcadia, FL 34265	Re: 152655000
6 Name and title of officer or legal representative whom the IRS may call for more information	5 Report number (For IRS Use Only)
	7 Telephone number of officer or legal representative ()

Part II Description of Obligations Check one: a single issue <input type="checkbox"/> or consolidated return <input type="checkbox"/>	
8a Issue price of obligation(s) (see instructions).....	8a \$54,886.85
b Issue date (single issue) or calendar date (consolidated). Enter date in mm/dd/yyyy format (for example, 01/01/2009) (see instructions) ▶ ____/____/____	
9 Amount of the reported obligations(s) on line 8a that is:	
a For leases for vehicles	9a
b For leases for office equipment	9b
c For leases for real property	9c
d For leases for other (see instructions)	9d x
e For bank loans for vehicles	9e
f For bank loans for office equipment	9f
g For bank loans for real property.....	9g
h For bank loans for other (see instructions).....	9h
i Used to refund prior issues(s)	9i
j Representing a loan from the proceeds of another tax-exempt obligation (for example, bond bank).....	9j
k Other	9k
10 If the issuer has designated any issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check this box.....	<input checked="" type="checkbox"/>
11 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check this box (see instructions).....	<input type="checkbox"/>
12 Vendor's or bank's name:	
13 Vendor's or bank's employer identification number:	

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete.

Sign Here ▶

Issuer's authorized representative	Date	Type or print name and title
Preparer's Signature ▶		Preparer's SSN or PTIN
Firm's name (or yours if self-employed), address, and ZIP code ▶		EIN
		Phone no. ()

Paid Preparer's Use Only

General Instructions
Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form
Form 8038-GC is used by the issuers of tax-exempt governmental obligations to provide the IRS with the information required by section 149(e) and to monitor the requirements of sections 141 through 150.

Who Must File
Issuers of tax-exempt governmental obligations with issue prices of less than \$100,000 must file Form 8038-GC.
Issuers of a tax-exempt governmental obligation with an issue price of \$100,000 or more must file Form 8038-G, Information Return for Tax-Exempt Governmental Obligations.

Filing a separate return for a single issue. Issuers have the option to file a separate Form 8038-GC for any tax-exempt governmental obligation with an issue price of less than \$100,000.
An issuer of a tax-exempt bond used to finance construction expenditures must file a separate Form 8038-GC for each issue to give notice to the IRS that an election was made to pay a penalty in lieu of arbitrage rebate (see the line 11 instructions).

Filing a consolidated return for multiple issues.
For all tax-exempt governmental obligations with issue prices of less than \$100,000 that are not reported on a separate Form 8038-GC, an issuer must file a consolidated information return including all such issues issued within the calendar year.
Thus, an issuer may file a separate Form 8038-GC for each of a number of small issues and report the remainder of small issues during the calendar year on one consolidated Form 8038-GC. However, a separate Form 8038-GC must be filed to give the IRS notice of the election to pay a penalty in lieu of arbitrage rebate.

When To File
To file a separate return for a single issue, file Form 8038-GC on or before the 15th day of the second calendar month after the close of the calendar quarter in which the issue is issued.
To file a consolidated return for multiple issues, file Form 8038-GC on or before February 15th of the calendar year following the year in which the issue is issued.
Late filing. An issuer may be granted an extension of time to file Form 8038-GC under Section 3 of Rev. Proc. 2002-48, 2002-2 C.B. 531, if it is determined that the failure to file on time is not due to willful neglect. Type or print at the top of the form, "Request for Relief under Section 3 of Rev. Proc. 2002-48."
Attached to the Form 8038-GC a letter briefly stating why the form was not submitted to the IRS on time. Also indicate whether the obligation in question is under examination by the IRS. Do not submit copies of any bond documents, leases, or installment sale documents. See *Where To File* below.

Where To File
File Form 8038-GC, and any attachments, with the Department of the Treasury, Internal Revenue Service Center, Ogden, UT 84201.

Other Forms That May Be Required
For rebating arbitrage (or paying a penalty in lieu of arbitrage rebate) to the Federal Government, use Form 8038-T, Arbitrage Rebate, Yield Reduction and Penalty in Lieu of Arbitrage Rebate. For private activity bonds, use Form 8038, Information Return for Tax-Exempt Private Activity Bond Issues.

Form 8038-GC Receipt Acknowledgement
If you wish to request an acknowledgement receipt of this return by the IRS you must provide the following:

- A cover letter specifically requesting the acknowledgement of this return.
- A copy (or copies, if multiple acknowledgements are requested) of the return being filed, with "Acknowledgement Copy" written across the top of the first page of each copy. For multiple requests, the copies must be stapled together.
- A self-addressed stamped envelope for each acknowledgement receipt recipient.

Rounding to Whole Dollars

You may show the money items on this return as whole-dollar amounts. To do so, drop any amount less than 50 cents and increase any amount from 50 to 99 cents to the next higher dollar.

Definitions

Obligations. This refers to a single tax-exempt governmental obligation if Form 8038-GC is used for separate reporting or to multiple tax-exempt governmental obligations if the form is used for consolidated reporting.

Tax-exempt obligation. This is a bond, installment purchase agreement, or financial lease, on which the interest is excluded from income under section 103.

Private activity bond. This includes an obligation issued as part of an issue in which:

- More than 10% of the proceeds are to be used for any private activity business use, and
- More than 10% of the payment of principal or interest of the issue is either (a) secured by an interest in property to be used for a private business use (or payments for such property) or (b) to be derived from payments for property (or borrowed money) used for a private business use.

It also includes a bond, the proceeds of which (a) are to be used to make or finance loans (other than loans described in section 141(c)(2)) to persons other than governmental units and (b) exceeds the lesser of 5% of the proceeds or \$6 million.

Issue. Generally, obligations are treated as part of the same issue only if they are issued by the same issuer, on the same date, and as part of a single transaction, or a series of related transactions.

However, obligations issued during the same calendar year (a) under a loan agreement under which amounts are to be advanced periodically (a "draw-down loan") or (b) with a term not exceeding 270 days, may be treated as part of the same issue if the obligations are equally and ratably secured under a single indenture or loan agreement and are issued under a common financing arrangement (for example, under the same official statement periodically updated to reflect changing factual circumstances). Also, for obligations issued under a draw-down loan that meets the requirements of the preceding sentence, obligations issued during different calendar years may be treated as part of the same issue if all of the amounts to be advanced under the draw-down loan are reasonably expected to be advanced within 3 years of the date of issue of the first obligation. Likewise, obligations (other than private activity bonds) issued under a single agreement that is in the form of a lease or installment sale may be treated as part of the same issue if all of the property covered by that agreement is reasonably expected to be delivered within 3 years of the date of issue of the first obligation.

Arbitrage rebate. Generally, interest on a state or local bond is not tax-exempt unless the issuer of the bond rebates to the United States arbitrage profits earned from investing proceeds of the bond in higher yielding nonpurpose investments. See section 148(f).

Construction issue. This is an issue of tax-exempt bonds that meets both of the following conditions:

1. At least 75% of the available construction proceeds of the issue are to be used for construction expenditures with respect to property to be owned by a governmental unit or a 501(c)(3) organization, and
2. All of the bonds that are part of the issue are qualified 501(c)(3) bonds, bonds that are not private activity bonds, or private activity bonds issued to finance property to be owned by a governmental unit or a 501(c)(3) organization.

In lieu of rebating any arbitrage that may be owed to the United States, the issuer of a construction issue may make an irrevocable election to pay a penalty. The penalty is equal to 1½% of the amount of construction proceeds that do not meet certain spending requirements. See section 148(f)(4)(C) and the Instructions for Form 8038-T.

Specific Instructions

In general, a Form 8038-GC must be completed on the basis of available information and reasonable expectations as of the date of issue. However, forms that are filed on a consolidated basis may be completed on the basis of information readily available to the issuer at the close of the calendar year to which the form relates, supplemented by estimates made in good faith.

Part I—Reporting Authority

Amended return. An issuer may file an amended return to change or add to the information reported on a previously filed return for the same date of issue. If you are filing to correct errors or change a previously filed return, check the "Amended Return" box in the heading of the form.

The amended return must provide all the information reported on the original return, in addition to the new corrected information. Attach an explanation of the reason for the amended return.

Line 1. The issuer's name is the name of the entity issuing the obligations, not the name of the entity receiving the benefit of the financing. In the case of a lease or installment sale, the issuer is the lessee or purchaser.

Line 2. An issuer that does not have an employer identification number (EIN) should apply for one on Form SS-4. Application for Employer Identification Number. You can get this form on the IRS website at www.irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676). You may receive an EIN by telephone by following the instructions for Form SS-4.

Lines 3 and 4. Enter the issuer's address. If the issuer receives its mail in care of a third party authorized representative (such as an accountant or attorney), enter on the street address line "C/O" followed by the third party's name and street address or P.O. box. Include the suite, room, or other unit number after the street address. If the post office does not deliver mail to the street address and the issuer has a P.O. box, show the box number instead of the street address. If a change in address occurs after the return is filed, use Form 8822, Change of Address, to notify the IRS of the new address.

Line 5. This line is for IRS use only. Do not make any entries in this box.

Part II—Description of Obligations

Check the appropriate box designating this as a return on a single issue basis or a consolidated return basis.

Line 8a. The issue price of obligations is generally determined under Regulations section 1.148-1(b). Thus, when issued for cash, the issue price is the price at which a substantial amount of the obligations are sold to the public. To determine the issue price of an obligation issued for property, see sections 1273 and 1274 and the related regulations.

Line 8b. For a single issue, enter the date of issue (for example, 03/15/2008 for a single issue issued on March 15, 2008), generally the date on which the issuer physically exchanges the bonds that are part of the issue for the underwriter's (or other purchaser's) funds; for a lease or installment sale, enter the date interest starts to accrue. For issues reported on a consolidated basis, enter the first day of the calendar year during which the obligations were issued (for example, for calendar year 2008, enter 01/01/2008).

Lines 9a through 9h. Complete this section if property other than cash is exchanged for the obligation, for example, acquiring a police car, a fire truck, or telephone equipment through a series of monthly payments. (This type of obligation is sometimes referred to as a "municipal lease.") Also complete this section if real property is directly acquired in exchange for an obligation to make periodic payments of interest and principal. For lines 9a through 9d, enter the amount on the appropriate line that represents a lease or installment purchase. For line 9d, enter the type of item that is leased. For lines 9e through 9h, enter the amount on the appropriate line that represents a bank loan. For line 9h, enter the type of bank loan.

Lines 9i and 9j. For line 9i, enter the amount of the proceeds that will be used to pay principal, interest, or call premium on any other issue of bonds, including proceeds that will be used to fund an escrow account for this purpose. Several lines may

apply to a particular obligation. For example, report on lines 9i and 9j obligations used to refund prior issues which represent loans from the proceeds of another tax-exempt obligation.

Line 9k. Enter on line 9k the amount on line 8a that does not represent an obligation described on lines 9a through 9j.

Line 10. Check this box if the issuer has designated any issue as a "small issuer exception" under section 265(b)(3)(E)(ii).

Line 11. Check this box if the issue is a construction issue and an irrevocable election to pay a penalty in lieu of arbitrage rebate has been made on or before the date the bonds were issued. The penalty is payable with a Form 8038-T for each 6-month period after the date the bonds are issued. Do not make any payment of penalty in lieu of rebate with Form 8038-GC. See Reg. Proc. 92-22, 1992-1 C.B. 736, for rules regarding the "election document."

Line 12. Enter the name of the vendor or bank who is a party to the installment purchase agreement, loan, or financial lease. If there are multiple issuers or banks, issuers should attach a schedule.

Line 13. Enter the employer identification number of the vendor or bank who is a party to the installment purchase agreement, loan, or financial lease. If there are multiple issuers or banks, issuers should attach a schedule.

Signature

An authorized representative of the issuer must sign Form 8038-GC and any applicable certification. Also print the name and title of the person signing Form 8038-GC.

Paid Preparer

If an authorized representative of the issuer filed in its return, the paid preparer's space should remain blank. Anyone who prepares the return but does not charge the organization should not sign the return. Certain others who prepare the return should not sign. For example, a regular, full-time employee of the issuer, such as a clerk, secretary, etc., should not sign.

Generally, anyone who is paid to prepare a return must sign it and fill in the other blanks in the *Paid Preparer's Use Only* area of the return.

The paid preparer must:

- Sign the return in the space provided for the preparer's signature,
- Enter the preparer information, and
- Give a copy of the return to the issuer.

Paperwork Reduction Act Notice

We ask for the information on this form to carry out the Internal Revenue laws of the United States. You are required to give us the information. We need it to ensure that you are complying with these laws.

You are not required to provide the information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law. Generally, tax returns and return information are confidential, as required by section 6103.

The time needed to complete and file this form will vary depending on individual circumstances. The estimated average time is:

Learning about the law or the form	4 hr., 46 min.
Preparing the form	2 hr., 22 min.
Copying, assembling, and sending the form to the IRS	2 hr., 34 min.

If you have comments concerning the accuracy of these time estimates or suggestions for making this form simpler, we would be happy to hear from you. You can write to the Internal Revenue Service, Tax Products Coordinating Committee, SEW:CAP:MP:T:T:SP, 1111 Constitution Ave. NW, IR-6526, Washington, DC 20224. Do not send the form to this address. Instead, see *Where To File* on page 1.

City Marshal
Charles J. Lee



State of Florida
City of Arcadia

**ARCADIA POLICE DEPARTMENT
COUNCIL REPORT**

TOTALS FOR THIS REPORT PERIOD: OCT 2011

ARREST ACTIVITIES

FELONY ARREST	11	MISDEMEANOR ARREST	10
JUVENILE ARREST	1	TRAFFIC ARREST	5
WARRANT ARREST	2		

TRAFFIC ACTIVITIES

ACCIDENT REPORTS	20	TRAFFIC CITATIONS	47
PARKING CITATIONS	3	WARNING CITATIONS	95

INVESTIGATIONS

COMPLAINTS	580
CITY ORDINANCE VIOLATIONS	43

Charles J. Lee

CITY MARSHAL

10/25/2011

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

CITY OF ARCADIA
POLICE DEPARTMENT
725 N. Brevard Ave.

CHARLES J. LEE
MARSHAL

P.O. BOX 1014
ARCADIA, FL. 34265

CITY CODE ACTIVITIES

MONTH OF
OCT 2011

CODE ENFORCEMENT OFFICER CARL MCQUAY

COURTESY NOTICES	36
NOTICE OF VIOLATIONS	19
HIGH GRASS/OVERGROWN LOTS	16
ABANDONED VEHICLES	0
NUISANCE	0
OCCUPATIONAL LICENSES	6
PARKING VIOLATIONS	0
PERMIT VIOLATIONS	11
SIGNS VIOLATIONS	2
TRASH/JUNK/DEBRIS	2
UNSAFE STRUCTURES	0
VEHICLE-COMMERCIAL	0
VEHICLE-IMPROPERLY STORED	0
WATER VIOLATIONS	0
YARD SALES	0
ZONING VIOLATIONS	0
CODE COMPLAINTS	0
CONTACTS	5
FIELD WORK	36
FOLLOW UPS	35
POSTING	0
INVESTIGATIONS	6
MAILING	9
RECORDS	0
CAB INSPECTIONS	21
CAB DRIVER'S PERMITS	9
TITLE COMPANY SEARCHES	9
HEARINGS	0
FINGERPRINTINGS	2
POSTAGE USED	\$40.24

Lawrence Miller

From: Maddy's Antiques [maddysantiques0@earthlink.net]
Sent: Thursday, October 20, 2011 10:40 PM
To: Lawrence Miller
Subject: Arcadia Antiques Fair

Dr. Miller,

My name is Flo Rife and I'm the owner of Maddy's Antiques and current president of the Antiques Association of Arcadia. In 2001 our organization came before the council for sponsorship of the 4th Saturday Antiques Fair. Since then that sponsorship has passed to Arcadia Main Street then back to us. We request that the City Council formally reconfirm and name our organization as the permitted sponsor of the monthly 4th Saturday event; during December we hold the event on the 3rd Saturday. We carry \$2,000,000 in liability insurance from Montgomery Insurance, through Charlotte Insurance Agency of Port Charlotte, Fl so the city is covered in case of an accident. We also insure that vendors set up displays that are ADA compliant, allowing the handicapped access to and through our event. If you need additional information, please feel free to contact me either by cell phone or e-mail.

Flo Rife
863-494-9311

INTERLOCAL AGREEMENT

BETWEEN

THE CITY OF ARCADIA

AND

DESOTO COUNTY

FOR

MERGER OF FIRE AND EMERGENCY MEDICAL SERVICES

AMENDMENT NO. 1

**AMENDMENT TO
INTERLOCAL AGREEMENT
BETWEEN
THE CITY OF ARCADIA
AND
DESOTO COUNTY
FOR
MERGER OF FIRE AND EMERGENCY MEDICAL SERVICES**

THIS AMENDMENT TO THE AGREEMENT for Merger of Fire and Emergency Medical Services is entered into by and between the **CITY OF ARCADIA**, a municipal corporation organized and existing under the laws of the State of Florida, hereinafter referred to as the “City,” and **DESOTO COUNTY**, a political subdivision of the State of Florida, hereinafter referred to as the “County”, hereinafter collectively referred to as the “Parties”.

RECITALS

WHEREAS, the City and the County have previously executed the Agreement for the Merger of Fire and Emergency Medical Services (“the Agreement”) on May 15, 2006; and

WHEREAS, the City and the County are desirous of amending the Agreement in order to clarify the rights and responsibilities of the Parties concerning Fire Station 1 and Fire Station 2; and

WHEREAS, the Parties find that this Amendment is in the best interest of the residents of both the City and the County.

NOW, THEREFORE, in consideration of the foregoing Recitals and the mutual undertakings and covenants contained herein and assumed, and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, the City and the County agree as follows:

SECTION 1 – RECITAL INCORPORATION. The above recitals are true and correct and are incorporated herein.

SECTION 2 – DEFINITIONS. Article 2 of the Agreement is amended to add the following definitions:

“**FIRE STATION 1**” shall mean the fire station otherwise known as the City Hall Fire Station located at 121 W. Hickory Street, Arcadia, Florida.

“**FIRE STATION 2**” shall mean the fire station located at 10th and Cypress in the City of Arcadia.

SECTION 3 – Sections 7.3 and 7.4 of the Agreement are hereby amended as follows:

Section 7.3 – USE OF FIRE STATION 1. The County hereby agrees to relinquish its right to the use of Fire Station 1, without compensation under the following conditions:

7.3.1 The City agrees to take over all maintenance of Fire Station 1 and the County shall have no further obligation or responsibility for maintenance or repairs of any kind with regard to Fire Station 1. The County shall remove all furniture and equipment belonging to the County within thirty days of the execution of this Amendment.

7.3.2 All utilities including, but not limited to electric, water, sewer, and solid waste removal shall be payable by and the responsibility of the City.

7.3.3 The County agrees to vacate Fire Station 1 within thirty days of execution of this Amendment and shall remove items of personalty therefrom as may have been brought onto such premises by the County and peacefully surrender and deliver up the whole of such facilities, together with all improvements thereon.

Section 7.4 – USE OF FIRE STATION 2. The City agrees to allow the County to use Fire Station 2, without further compensation or other consideration, under the following conditions:

7.4.1 The County agrees to vacate Fire Station 2 upon completion of the construction of a main fire station in the City, plus three (3) months, or ten (10) years, whichever occurs first, unless otherwise extended by the City. If the City does not have use for Fire Station 2 at the expiration of this term, the City agrees to extend this term to allow volunteer fire and emergency medical services personnel to remain at Fire Station 2 for as long as the City does not have use for Fire Station 2. Upon the County's vacation, the County shall remove such items of personalty therefrom as may have been brought onto such premises by the County and peacefully surrender and deliver up the whole of such facilities, together with all improvements thereon.

7.4.2 The City agrees to maintain Fire Station 2, at its expense, during the term outlined in section 7.4.1 above, in a clean condition, free from debris, normal wear and tear excepted. Lawn maintenance and maintenance services for the structural portion of the building shall also be performed by the City, at its expense, including, but not limited to such items as roof repairs, doors, window, walls, plumbing and lighting fixtures. The County shall maintain, at its expense, all other portions of the building including daily cleaning, carpet, appliances, all furniture and fixtures (including interior and exterior light bulbs) and other such building items.

7.4.3 Any proposed changes, modifications, or capital improvements to Fire Station 2 by the City shall first be submitted to the County for review and approval. All changes, modifications, or capital improvements shall be at the City's expense and must be permitted and constructed under all requirements of the Florida Building Code.

7.4.4 As long as Fire Station 2 is used primarily by volunteer fire and emergency medical services personnel and up to two County fire and emergency personnel, all utilities including, but not limited to electric, water, sewer, and solid waste removal shall be payable by the City, through the term outlined in section 7.4.1.

7.4.5 The County, at its sole discretion, may allow a non-emergency transport provider to occupy Fire Station 2. If any rent is charged, the proceeds shall go towards any utility related charges for the facility and all remaining proceeds shall go to the City to hold in trust, to be used solely for maintenance and upkeep of Fire Station 2. The County may also, at its sole discretion, allow use of Fire Station 2 by volunteer fire and emergency medical services personnel.

SECTION 4. Except as specifically amended herein, the Parties readopt and affirm the remaining provision of the Agreement as if fully set forth herein.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the Parties hereto have caused their respective representatives to execute this instrument on their behalf, on the dates set forth below.

CITY OF ARCADIA, FLORIDA

By: _____

Mayor

Dated: _____

ATTEST:

City Administrator and Clerk

Approved as to Form and Correctness:

City Attorney

DESOTO COUNTY, FLORIDA

By _____

Chairman

Dated: _____

ATTEST:

County Administrator and Clerk

Approved as to Form and Correctness:

County Attorney

10/26/2011

To: Dr. Miller

My name is Ricky D. Wood. I would like to be placed
on the agenda of the City of Arcadia City Council meeting
on Nov. 9, 2011 to discuss and ultimately, approval of the
health insurance program that seems to be in question.
I would also like to receive a letter of approval on this
matter. Hopefully we can all come to an agreement and place
this behind us all.

Thankyou

Ricky D. Wood

9/18/2011

To Whom It May Concern:

My name is Ricky D. Wood. I started to work with the City of Arcadia Fire Dept. on Jan. 01, 1983. I continued working there until June 1, 2006 when the City merged with the County Fire Dept. At that time I had 23 1/2 years of service. I continued on the City Retirement plan for another 6 months, and on Jan. 01, 2007 I got into the D.R.P. plan with the City Retirement and am still on that plan. I understand that I am entitled to the City Ins plan after Retirement. I would like a letter of Confirmation for record, so I can get the Insurance that has been agreed upon when I retire.

Thank You,
Ricky D. Wood
Ricky D. Wood

FAX: 491-5380