

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

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

PRESENTATIONS

Proclamation for Veterans Day
Proclamation for Rural Health Week

CONSENT AGENDA

1. October 2, 2012 Regular Meeting Minutes
2. October 16, 2012 Workshop Meeting Minutes
3. October 16, 2012 Regular Meeting Minutes
4. Check Warrant Reports from 10/12/12, 10/16/12, 10/19/12, 10/23/12 and 10/26/12
5. Special Event Filming Permit for Animal Planet

DISCUSSION ITEMS

6. Request for Special Event Permit and Waiver of Fees, Team Arcadia Car Show
7. Appointing a member to the United Way of DeSoto and Manatee County and 211 Leadership Council
8. Appointing Mr. Thomas Slaughter, City Planner, to the BOCC Economic Development Advisory Committee
9. Appointing a member to the CFRPC
10. Friends of Arcadia Airport, Inc. Partnership Agreement (Mr. George Chase)
11. Airport Lighting Grant
12. Rickey Hilton Airport Lease and Operating Agreement (City Attorney)
13. Veranda House

ORDINANCES

14. **ORDINANCE NO. 979; SECOND AND FINAL READING OF AN ORDINANCE AMENDING CHAPTER 102, ARTICLE II, SECTION 102-31 OF THE CODE OF ORDINANCES OF THE CITY OF ARCADIA TO ESTABLISH CRITERIA REQUIRING CERTAIN WATER CONNECTIONS TO THE CITY WATER SYSTEM; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

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

Please **TURN OFF** or **SILENCE** all cell phones

15. **ORDINANCE NO. 980; SECOND AND FINAL READING OF AN ORDINANCE AMENDING CHAPTER 102, ARTICLE II, SECTION 102-42 OF THE CODE OF ORDINANCES OF THE CITY OF ARCADIA TO ESTABLISH WATER USER RATE CHARGES FOR USERS OUTSIDE THE CITY; TO ESTABLISH WATER RATES TO BE ADOPTED BY RESOLUTION; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

16. **ORDINANCE NO. 981; FIRST READING OF AN ORDINANCE OF THE CITY OF ARCADIA, FLORIDA CODE OF ORDINANCES; SECTION 2-36; PROVIDING ADMINISTRATIVE CODE FOR RULES OF CONDUCT FOR THE ARCADIA CITY COUNCIL; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.**

COMMENTS FROM DEPARTMENTS

1. City Marshal – October report included in packet

2. Attorney

3. City Administrator
 - a. Golf Course

PUBLIC (PLEASE LIMIT PRESENTATIONS TO FIVE MINUTES)

MAYOR AND COUNCIL MATTERS

ADJOURN

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

Please **TURN OFF** or **SILENCE** all cell phones



Proclamation

WHEREAS, Veterans Day is a day to honor those veterans who have served and are serving the nation; and

WHEREAS, the armistice ending World War I, regarded as the end of "the war to end all wars," went into effect on the eleventh hour of the eleventh day of the eleventh month, on November 11, 1918; and

WHEREAS, in 1919, President Woodrow Wilson proclaimed November 11th as the first commemoration of Armistice Day and in 1954, the 83rd Congress amended that act by replacing the word "Armistice" with the word "Veterans" and President Dwight D. Eisenhower issued the first Veterans Day Proclamation; and

WHEREAS, with the passage of the Uniform Holiday Bill in 1968, the observance of Veterans Day was moved to a Monday, but due to the historic and patriotic significance of November 11th, President Gerald R. Ford signed a law in 1975 returning the day to November 11, beginning in 1978; and

WHEREAS, more than 1.6 million men and women living in Florida and 2,957 are DeSoto County residents; and

WHEREAS, our veterans and their loved ones have made significant sacrifices on behalf of our nation; and

NOW, THEREFORE BE IT RESOLVED BY THE CITY OF ARCADIA AS FOLLOWS:

Section 1. That the City of Arcadia does hereby proclaim Sunday, November 11, 2012 as

VETERANS DAY

Section 2. That the City of Arcadia encourages all residents to attend the Veterans Day Ceremony on November 12, 2012 at 11 a.m. on the steps of the DeSoto County Courthouse.

SO DONE THIS 6TH DAY OF NOVEMBER 2012.

By:

Keith Keene, Mayor
City of Arcadia, Florida

ATTEST:

Virginia S. Haas, City Recorder



Proclamation

WHEREAS, Rural communities are wonderful places to live and work, which is why nearly 62 million people – nearly one in five Americans – call them home; and

WHEREAS, These small towns, farming communities and frontier areas are places where neighbors know each other, listen to each other, respect each other and work together to benefit the greater good; and

WHEREAS, these rural communities also have unique healthcare needs; and

WHEREAS, today more than ever, rural communities must address accessibility issues, a lack of healthcare providers, the needs of an aging population suffering from a greater number of chronic conditions and larger percentages of un- and underinsured citizens; and

WHEREAS, rural hospitals – which are often the economic foundation of their communities in addition to being the primary providers of care – struggle daily as declining reimbursement rates and disproportionate funding levels make it challenging to serve their residents; and

WHEREAS, this is why the National Organization of State Offices of Rural Health set aside November 15, 2012 and the third Thursday of every November, to celebrate *National Rural Health Day*.

WHEREAS, The Center for Family Health will celebrate with an OPEN HOUSE on Thursday, November 15, 2012 from 8 a.m. – 9 a.m. and will offer the opportunity to meet many local providers as well as discuss valuable health information. The City of Arcadia in cooperation with the DeSoto Memorial Hospital and Center for Family Health invites every citizen to bring a family member or neighbor to help celebrate the day.

NOW, THEREFORE, BE IT RESOLVED, that City Council of Arcadia, hereby proclaims November 11 – 17, 2012 as,

RURAL HEALTH WEEK

SO DONE THIS 6TH DAY OF NOVEMBER 2012.

By:

Keith Keene, Mayor
City of Arcadia, Florida

ATTEST:

Virginia S. Haas, City Recorder

MINUTES
CITY COUNCIL
CITY OF ARCADIA
TUESDAY, OCTOBER 2, 2012
6:00 PM

ITEM # 1

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

CALL TO ORDER, INVOCATION PLEDGE OF ALLEGIANCE & ROLL CALL

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

Jammarius Bing gave the invocation which was followed by the Pledge of Allegiance.

Arcadia City Council

Councilman Keith Keene
Councilman Robert Heine
Councilman Robert R. Allen

Councilwoman Alice Frierson
Councilman Joseph E. Fink

Arcadia City Staff

City Administrator Judi Jankosky
Marshal Charles Lee
Jerry Cordes, Public Works

City Recorder Virginia S. Haas
City Attorney Scott LeConey
Fred Lewis, Systems

COUNCIL REORGANIZATION

Nominations for Mayor and Deputy Mayor

Councilman Fink made a motion to nominate Keith Keene for Mayor. The motion was seconded by Deputy Mayor Frierson. The motion carried 5-0.

Councilman Fink nominated Alice Frierson for Deputy Mayor. Deputy Mayor Frierson requested that her name be withdrawn from the nomination.

A motion was made by Deputy Mayor Frierson to nominate Robert Heine for Deputy Mayor. The motion was seconded by Councilman Allen and carried 5-0.

**RESOLUTION NO. 2012-18: A RESOLUTION APPOINTING THE
MAYOR AND DEPUTY MAYOR AND PRESIDING OFFICER; SETTING
TERM OF OFFICE.**

Resolution No. 2012-18 reflecting above motions will be placed on the October 16, 2012 for adoption.

PRESENTATION

September Employee of the Month – Mr. John Twohig

Mayor Keene read and presented a plaque to Mr. John Twohig for his service in the Public Works Department.

Councilman Fink stated that representatives from Tremron were present and he asked if the Council would concur to have them speak between items 7 and 8. Council agreed.

CONSENT AGENDA

1. Minutes of the August 24, 2012 Special Meeting
2. Minutes of the September 4, 2012 Regular Meeting
3. Minutes of the September 11, 2012 Budget Workshop
4. Minutes of the September 18, 2012 Regular Meeting
5. Check Warrant Reports from 09/20/12 to 09/28/12
6. Team Arcadia Monthly Car Show
7. Chamber of Commerce Annual Christmas Parade

A motion was made by Councilman Heine and seconded by Councilman Fink to approve consent agenda items 1 through 7 as presented. The motion carried 5-0.

Mr. Ken Barns, Tremron Plant Manager, stated that he and his employees were here to give some positives about Tremron. He said that Tremron has been in the City of Arcadia since 2004 and employs 54 employees. The fuel the plant uses is astronomical. Their payroll is \$1,376,429 and property tax is \$116,241.23. He stated that Tremron is here to provide jobs and service to the City and Tremron often works with local charities. He asked if Council could review Ordinance No. 974 because he believes there may be some miscommunication in regards to the bay doors being closed and when they are allowed to be open. Tremron received a violation and met with the Special Master this morning. He asked for a reinterpretation of the actual meaning of the Ordinance. He understands that they were wrong at one point and notices have been posted on the doors, but he thought when the machine was off the bay doors could be open and he asked for some sort of resolution. Mayor Keene thanked Mr. Barns and Tremron for attending and asked that the City Attorney review Ordinance No. 974 regarding the bay doors in question.

DISCUSSION ITEMS

8. Request from the Historical Society for City Historical Records for the Museum (Margaret Way, Historical Society)

Mrs. Margaret Way, Historical Society, asked per FS 257.365 if the Council would agree to donate certain historical records including City Bonds and Registers to the Historical Museum.

A motion was made by Councilman Fink and seconded by Councilman Heine to grant Mrs. Way's request for historical documents as presented. The motion carried 5-0.

9. Direction/expectation regarding land in Fire Merger (Guy Maxcy, County Administrator)

Mrs. Jankosky reported that the County is discussing options regarding the land in the fire merger and they wanted Council's expectations as to the use of the land and the type of

building that should be built. On page 12 of the agreement there is discussion about a fire services building within 10 years of the transfer. The City Attorney agreed the contract was written vaguely and doesn't address the specific type building and usage of the land. Mrs. Jankosky replied to Councilwoman Frierson that the County is putting together their capital plan. Mayor Keene stated that there may be another viable location and he wanted to hear from the County. Mayor asked that a joint workshop be scheduled with the County to discuss the land in the fire merger agreement.

10. DeSoto High School Request for Special Event Permit and Waiver of Fees for Homecoming Parade

A motion was made by Deputy Mayor Heine and seconded by Councilman Allen to approve the DeSoto High School Request for the Special Event Permit and Waiver of Fees for the Homecoming Parade. The motion carried 5-0.

11. Men of Character Request for Special Event Permit and Waiver of Fees for Breast Cancer Awareness Walk

This item was removed from the agenda at the request of the applicant.

12. Hand of Angels Request for Special Event Permit and Waiver of Fees for Week of the Family Fun Fair – Lake Katherine Park

A motion was made by Deputy Mayor Heine and seconded by Councilman Allen to approve the Hand of Angels request for a special event permit and waiver of fees for the Week of the Family Fun Fair at Lake Katherine Park. The motion carried 5-0.

Mrs. Terry West announced a grand opening of the new playground and asked if the Hands of Angels could also use the park to present the keys to the City on October 20, 2012 at 11:30 a.m. Mayor Keene noted there would be another meeting prior to the event and they would be glad to hear the request at that meeting.

13. Retiree RX Supplement (Tom Guidry, DeSoto Insurance)

Mr. Tom Guidry explained supplement B and RX supplemental insurance and stated that they vary as to cost. Part D is not a one plan fits all and recommended that Council may want to decide on a dollar amount stipend. He noted that different plans range anywhere from \$15 up to \$120 per month. Mrs. Jankosky replied to Mayor Keene that \$40 per month was allowed on the BCBS plan previously.

A motion was made by Deputy Mayor Heine and seconded by Councilman Fink to approve a \$40 stipend for retiree RX supplement plan and allow the retiree to choose the plan that fits them.

Mr. Ed Strube, former Administrator, stated that he has been working with Mr. Guidry in regards to the health insurance and he is questioning the plan the retirees will be under considering the vesting they have. He said that there is room for savings in the plan and the Council may need more inspection. If you limit the stipend to \$40 now he would question the retirees vesting in the health plan. He added the personnel policy does not define the benefit. He added some retirees will have to buy up to the \$500 deductible plan and pay that premium. Mrs. Jankosky replied that the City has been paying part B for the retirees. Mr. Ambler referred to the policy that states "benefits are decided on a case by case basis" could be a potential liability issue.

Councilman Fink asked the Attorney if Mr. Strube was covered under the personnel policy because what Mr. Ambler said is that we are liable if we don't treat all equally. Councilman Fink stated that Mr. Strube's contract supersedes the policy and we need to write the policy. Attorney LeConey stated that if the Council treats each on a case by case basis it may seem arbitrary.

Deputy Mayor Heine withdrew his original motion.

Mr. Strube suggested that the City Attorney might want to work on the vesting issues and then everyone could sit down and discuss. Mr. Ambler agreed that it was a policy issue. Mr. Guidry noted that he sent Mrs. Jankosky some recommendations. Mrs. Jankosky stated the current single premium is \$479.24. Mr. Guidry announced that all employees were enrolled and employees can now go online to MyUHC.com to register. Mrs. Jankosky stated she would review the policy and vesting with the City Attorney.

14. Tractor Information

Mrs. Jankosky reported that she provided quotes in the packet for new and used tractors. She explained to repair the hydraulic pump that has burned out three times would cost \$500 for a used part or \$831 for a factory built part. Councilman Allen stated we should look at contracting out the mowing at the Airport. Mrs. Jankosky replied that she requested quotes but has not received them back as of yet. Councilman Fink asked Attorney LeConey if the mowing was contracted out would the Air-Cadia agreement have to change. Attorney LeConey replied that the contract could be amended. Mr. Greg Smith stated that the bush hog blades are wrong and the skirts dig into the ground therefore the mowing of the runway has not been up to standard. Councilman Fink asked how many years have we not been mowing to standard. Mr. Smith replied that the maximum height is no more than six inches. Mrs. Jankosky stated that she would return to Council with contract prices for mowing at the Airport.

15. Air-Cadia Property Insurance

A motion was made by Councilman Fink and seconded by Mayor Keene to direct the City Attorney to write a demand letter to Air-Cadia for the past five years of due fire property insurance. The motion carried 4-0 with Councilwoman Frierson abstaining. Mrs. Jankosky stated she would also meet with Mrs. Minnear to discuss the different issues on both sides.

16. Contract with Central Florida Regional Planning Council for 2012-2013

A motion was made by Councilman Fink and seconded by Deputy Mayor Heine to approve the Contract with Central Florida Regional Planning Council for 2012-2013. The motion carried 5-0.

17. Board/Committee Appreciation Evening and City Government Week

Mrs. Jankosky reported that Council could hold an open house for City Government Week and the board appreciation certificates could be presented on October 23, 2012 at 5 p.m. Council agreed. Mrs. Jankosky stated that light refreshments would be served.

18. Kimley-Horn Agreement

A motion was made by Deputy Mayor Heine and seconded by Councilman Fink to approve the Kimley-Horn Agreement as presented. The motion carried 5-0.

19. Arcadia Ballfields

Mrs. Jankosky explained that the DCAAA, adult athletic league is requesting to construct a metal roofover for each set of bleachers. Councilman Fink stated that they would have to convey the asset to the City. Mayor Keene asked to see the terms of the agreement and place on the next agenda for review.

20. MHP and Hwy 17 Widening Update

Mrs. Jankosky reported that FDOT submitted an appraisal for the needed parcel to complete the sound barrier wall at an estimated \$7,800 however they are asking if the land would be donated as the barrier wall will cost approximately \$400,000. Councilman Fink stated that we may need to speak with FDOT regarding water and sewer lines. Council concurred to request Mrs. Jankosky to review this request again with the City Attorney.

RESOLUTIONS

- 1. RESOLUTION NO. 2012-14; A RESOLUTION OF THE CITY OF ARCADIA, FLORIDA INCREASING GARBAGE AND TRASH COLLECTION SERVICE CHARGES EFFECTIVE OCTOBER 2, 2012.**

The Resolution was read by title only. A motion was made by Deputy Mayor Heine and seconded by Councilwoman Frierson to adopt Resolution No. 2012-14 as presented. Councilman Fink stated that he could not support this increase under the current economic conditions and he was against section five creating the automatic increases. The motion carried 4-1 with Councilman Fink dissenting.

- 2. RESOLUTION NO. 2012-15; A RESOLUTION ESTABLISHING WATER AND SEWER RATES EFFECTIVE NOVEMBER 1, 2012, ALLOWING FOR AN AUTOMATIC ANNUAL INCREASE AND PROVIDING AN EFFECTIVE DATE.**

The Resolution was read by title only. Mrs. Jankosky verified that the effective date is November 1, 2012. A motion was made by Deputy Mayor Heine and seconded by Councilman Allen to adopt Resolution No. 2012-15 with the effective date as November 1, 2012. Councilman Fink stated that a 20% increase will be difficult for many residents and they may have to conserve on other things. Mr. Strube asked if the Resolution applied to County residents because he did not see that reflected. Mrs. Jankosky replied she thought it was addressed in another section of the code and she would verify. Mr. Jorge Santana stated this increase would not do anything budget wise, it won't even allow the City to meet the bond covenants and all you are doing is passing the costs to the residents. The vote on the motion carried 4-1 with Councilman Fink dissenting.

- 3. RESOLUTION NO. 2012-16; A RESOLUTION ESTABLISHING MISCELLANEOUS CHARGES RELATING TO WATER AND SEWER USAGE AND PROVIDING AN EFFECTIVE DATE.**

Resolution No. 2012-16 was read by title only. Mayor Keene questioned the doubling of the deposit fees and said he thought those fees were high. Mrs. Jankosky noted that we currently have \$700,000 in write offs. Councilman Fink questioned interest and returning of deposits. A motion was made by Councilman Fink and seconded by Councilwoman Frierson to table Resolution No. 2012-16. The motion carried 5-0. Mrs. Jankosky will investigate interest and returning of deposits and bring back additional information for Council's review.

4. RESOLUTION NO. 2012-17; A RESOLUTION AMENDING MISCELLANEOUS CHARGES RELATING TO WATER AND SEWER USAGE.

A motion was made by Deputy Mayor Heine and seconded by Councilwoman Frierson to adopt Resolution No. 2012-17. The motion carried 5-0.

COMMENTS FROM DEPARTMENTS

5. City Marshal – September Report in packet

Marshall Lee reported that there were citizen complaints against Tremron which they investigated and Tremron is still trying to finish installing the berm walls stipulated in the contract. Marshal Lee updated the Council on the new information regarding the email investigation. They identified the original email and the person recognized invoked his rule with his lawyer.

Councilman Fink asked if the City Attorney would have an updated report for Mr. Rickey Hilton. Mrs. Jankosky replied that the report would be forthcoming to the Council for review.

6. Attorney – No report

7. City Administrator

Mrs. Jankosky updated the Council on the plants from the County which could be placed at Lake Katherine to assist in the ongoing improvements.

PUBLIC (PLEASE LIMIT PRESENTATIONS TO FIVE MINUTES)

Mr. Jorge Santana, former Finance Director, stated that was reviewing the operations of the City recently and found additional information regarding the August 8th issues against him. He reviewed the paperwork submitted to Council and stated that Mrs. Jankosky states in one of the records requests that she doesn't fill out time sheets therefore he believes there is no accountability for the City Administrator and there should be some accountability for all. He stated that page 2 is an email sent to Council requesting that the City Administrator would be off the next two days, Thursday and Friday. He continued that page three is the log in time that Mrs. Jankosky spent on her computer for two weeks consisting of September 1st through September 14th and she was paid on September 20th. He explained that the City Administrator logged in on September 6th and there was no activity until September 17th. During the second week of pay from September 8th through September 14th there was no activity on Mrs. Jankosky's computer. He was terminated for allegedly falsifying time sheets because of his computer log in and out which did not reflect on his time sheet. The City Administrator was paid and she was off for two days and you would think there would be 16 hours vacation charged,

however she did not falsify her time sheets but she falsified her pay by stating that she worked 80 hours. He continued to page five to a meeting held on August 7th which he was present. He explained there was a motion that initiated from a recommendation from the Airport Advisory Committee. Council motioned to not continue contract negotiations with Air-Cadia because they were told there was no money in the Airport account and the motion carried 4-1 due to no money. He stated that page six of the packet affirms that vote and on the last page is the Suntrust account for the Airport. Mr. Santana said that the City Administrator stated there was no money, so he requested copy of the bank statement and there was \$112,000 in the account which was more than enough, more than nothing to initiate negotiations with Air-Cadia. He wanted the residents and Council to know that they are being blatantly lied to by the City Administrator when she stated there was absolutely no money in the account when there was \$112,000 in the Airport fund account. He said that in the last two months two employees were fired, one because of allegedly falsifying time sheets and last week a long time employee was fired for lying. The City Administrator said she would not tolerate both things and she has engaged in both things with this information he presented. He thought that City Council would initiate the same thing which would be the immediate termination of the City Administrator over falsifying time sheets and lying to the City Council. Mrs. Jankosky replied to Mayor Keene that there is not \$112,000 in the Airport account because there was a check written on April 7, 2012 transferring money into that account from operating in the amount of \$66,974. That money is owed back to the operating account so if you take those funds out there would be \$45,000 left in the Airport account. Mrs. Jankosky replied to Councilwoman Frierson that after review Mrs. Baumann found the transfer was for the fence grant which was later reimbursed from DOT. Mr. Santana replied that money could easily be put back in just like Mrs. Jankosky told him to put the money in there back in April. Councilman Allen stated that he has heard enough. Mr. Santana replied that this is still public comment. Mayor Keene replied that Mr. Santana did not give the Council an opportunity to ask questions and he as the Mayor has no questions now, and thanked him for bringing the information forward.

Mr. Greg Smith questioned the volunteer work in the personnel policy and asked since the last vote removed all volunteer work he questioned the mowing at the Airport because there is an inspection on Thursday morning. He stated the grass runway is far from being in compliance. He added there are qualified people who are willing to volunteer. Councilman Fink stated that the last vote was for no volunteers that passed 4-1. He said that the vote may need rescinding. Mr. Smith stated that the City's insurance advisor and the City's Attorney stated there is no problem with utilizing volunteers. Mayor Keene replied that was not his recollection that he thought the Attorney said there are liability issues having volunteers operate the equipment. Councilwoman Frierson agreed that the City is still open to legal problems if using volunteers, and common sense tells us that. Mr. George Chase said that the City Attorney stated it wasn't an issue as long as they were trained and overseen by the City. Mr. Smith agreed that the Attorney stated trained, qualified volunteers. Mayor Keene asked for Mr. Smith to define a qualified, trained volunteer. Mr. Smith replied that anyone competent to operate equipment. Mayor Keene asked Mr. Smith by whose standards. Mr. Smith replied that the City person currently over all the equipment could give a test to qualify the volunteers. Councilman Fink called for a point of order and said this issue was already settled upon and the Council should really not discuss this issue unless someone is going to make a motion and second to reconsider the action. Mayor Keene concurred. Councilman Fink noted that he could not make that motion. Mayor Keene stated that he still supported the last Council action regarding no volunteers. Councilman Fink clarified that he voted on the losing side of the action which is why he can't make that motion. Mr. Smith stated that the Council voted for no volunteers so where does that stand with Aviation day and other events staffed entirely from volunteers. The motion killed all the functions and activities that they have been doing to build the Airport.

Mayor Keene stated that it is worthy of asking legal Council to come back again because his recollection from the Attorney was different from what Mr. Smith heard. Mr. Smith replied that everyone in the audience heard the same thing, as long as they are qualified. Mayor Keene asked what qualifies the volunteer. Mr. Smith replied that you can give them a test. Mayor Keene stated that person is an employee of the City. Mr. Smith responded that when you have an employee he ensures the employee is qualified to run the equipment. Mr. Jerry Cordes, Public Works, stated that they have never used volunteers or community hour people since he's been at the City. He noted the difference between running a machine everyday and being responsible and running the machine once per month. Mr. Smith stated that he volunteered his shop and expenses to fix the mower at the Airport but it appeared the City would rather pay someone to fix the equipment over and over when his repairs are done once and he stands behind his work. Mayor Keene asked Mrs. Jankosky if she wanted Mr. Smith to submit a proposal. Mrs. Jankosky replied that would be fine. Mayor Keene said that he thought it was clear the Attorney said we were putting the City in a liability issue if it was a non-employee. Mayor Keene asked that the item be returned to the City Attorney asking "what we need to do to allow volunteers to assist at the Airport."

Mr. Gary Frierson stated that he was told by his worker's comp even if he doesn't pay the employee anything they are still covered on his worker's comp so he has always been leery of that. Mayor Keene asked if we have a machine that doesn't perform or cut to standards, what volunteer can cut it to standards. Mr. Smith replied that he could volunteer to fix the tractor to where it cuts right. Councilman Fink requested a copy of the minutes concerning the vote on this item.

MAYOR AND COUNCIL MATTERS

Mayor Keene asked for a draft Ordinance to put in place to not allow disconnection from the City water system. Mrs. Jankosky confirmed that would be handled. He also asked about the Ridge League of Cities membership and whether the dues were paid. Mrs. Jankosky introduced the new part-time Planner Mr. Tom Slaughter. She replied to Mayor Keene that the potential Finance Director is going through the preliminary screening.

ADJOURN

There being no further business the meeting adjourned at 8:20 p.m.

APPROVED THIS ____ DAY OF _____, 2012.

By:

Keith Keene, Mayor

ATTEST:

Virginia S. Haas, City Recorder

APPOINTED OFFICERS (continued)

- A copy of the form must be provided immediately to the other members of the agency.
- The form must be read publicly at the next meeting after the form is filed.

IF YOU MAKE NO ATTEMPT TO INFLUENCE THE DECISION EXCEPT BY DISCUSSION AT THE MEETING:

- You must disclose orally the nature of your conflict in the measure before participating.
- You must complete the form and file it within 15 days after the vote occurs with the person responsible for recording the minutes of the meeting, who must incorporate the form in the minutes. A copy of the form must be provided immediately to the other members of the agency, and the form must be read publicly at the next meeting after the form is filed.

DISCLOSURE OF LOCAL OFFICER'S INTEREST

I, Alice Frierson, hereby disclose that on September-18 October 2, 20 1212.

(a) A measure came or will come before my agency which (check one)

- inured to my special private gain or loss;
- inured to the special gain or loss of my business associate, _____;
- inured to the special gain or loss of my relative, Gary Frierson _____;
- inured to the special gain or loss of _____, by whom I am retained; or
- inured to the special gain or loss of _____, which is the parent organization or subsidiary of a principal which has retained me.

(b) The measure before my agency and the nature of my conflicting interest in the measure is as follows:

**Abstained from vote on demand letter to Air-Cadia for back fire property insurance.
Husband, Gary Frierson, rents a hanger at the Airport.**

10/4/12
Date Filed

Alice Frierson
Signature

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES §112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED \$10,000.

**MINUTES
CITY COUNCIL WORKSHOP
CITY OF ARCADIA
TUESDAY, OCTOBER 16, 2012
5:30 PM**

CALL TO ORDER, ROLL CALL

The workshop session was called to order at approximately 5:30 PM.

Arcadia City Council

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

Councilman Joseph E. Fink
Councilman Robert Allen

Arcadia City Staff

City Administrator Judi Jankosky
City Recorder Virginia S. Haas
Renee Green, Interim Finance Director

PRESENTATION:

1. Water Company of America – Utility Audit

Ms. Ada Izquierdo, Contract Manager, Water Company of America, gave a brief presentation regarding the potential revenue enhancements that their company could offer the City should they agree to conduct a utility audit. She explained the background of their company. She explained that the Water Company of America would only get a percentage of the bills collected from each account which would continue for 36 months. She passed out the client reference list and noted their services were performance fee based meaning if they found no abnormalities and collected no additional fees there would be no cost to the City.

Ms. Izquierdo stated that the City may consider a Request for Proposal (RFP) or she offered a piggy-back provision with Lake Wales, Brevard County, Boynton Beach, North Bay Village, to name a few. She responded to Mrs. Green that their database comparison is compiled of benchmark data and any fees for services would not be due until the City starts its billing process for any abnormalities. She responded to Mrs. Green that the company does not enforce any codes; they only bring the issues to the Council's attention and it would be up to Council to direct them.

PUBLIC COMMENTS

COUNCIL MEMBER COMMENTS

ADJOURN

Having no further business, the workshop was adjourned at 5:55 PM.

APPROVED THIS __ DAY OF _____, 2012

By:

Keith Keene, Mayor

ATTEST:

Virginia S. Haas, City Recorder

**MINUTES
CITY COUNCIL
CITY OF ARCADIA
TUESDAY, OCTOBER 16, 2012
6:00 PM**

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

CALL TO ORDER, INVOCATION PLEDGE OF ALLEGIANCE & ROLL CALL

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

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

Arcadia City Council

Councilman Keith Keene
Councilman Robert Heine
Councilman Robert R. Allen

Councilwoman Alice Frierson - Absent
Councilman Joseph E. Fink

Arcadia City Staff

City Administrator Judi Jankosky
Captain Matt Anderson
Jerry Cordes, Public Works
Carey Taylor, Golf Course
Thomas Slaughter, Planner

City Recorder Virginia S. Haas
City Attorney Thomas J. Wohl
Fred Lewis, Systems
AJ Berndt, WTP

PRESENTATION

Proclamation for City Government Week

The City Recorder read the Proclamation for City Government Week and the Proclamation for "Week of the Family". Mayor Keene presented the Proclamation for "Week of the Family" to Cynthia Siegal, Co-Chair, DeSoto County Week of the Family Committee.

DART Introduction: DeSoto – Arcadia Regional Transit – Mrs. Peggy Waters, Social Services Manager and Mr. Tim Banks, VEOLIA Transportation

Mrs. Peggy Waters introduced the new DeSoto-Arcadia Regional Transit (DART) bus service program implemented with a three-year grant from Florida Department of Transportation. There will be two buses available and service will begin November 14, 2012. She announced the ribbon cutting ceremony scheduled for November 14, 2012 at 11:00 a.m. at the Library. The first week of service is free and costs following that will be .50 cent fares. She introduced Mr. Tim Banks from Veolia Transportation.

Mayor Keene recognized Commissioner Elect Bob Miller.

CONSENT AGENDA

1. July 21, 2012 Visioning Workshop Minutes
2. August 14, 2012 Budget Workshop Minutes
3. October 2, 2012 Regular Meeting Minutes
4. Check Warrant Reports from 09/28/12, 10/05/12 and 10/09/12
5. September 2012 Air-Cadia Flowage and Hanger Report
6. Request for Certificate of Appropriateness – 127 North Polk, Applicant Peter Kent
7. Request for Certificate of Appropriateness – 222 East Oak, Applicant Mosaic

A motion was made by Councilman Fink and seconded by Councilman Allen to approve consent agenda items 1, 2, 4, 5, 6 and 7 as presented. The motion carried 4-0.

Councilman Fink requested changes to consent item number 3 on page 4 of 8 of the October 2, 2012 minutes stating that there was no notice of the discussion from former Administrator Ed Strube concerning Air-Cadia not paying the fire insurance and there was no reference to Councilwoman Frierson stating that Councilman Fink had filed an ethics complaint against her. Mr. Strube was noted previously on page 3 of 8 and Councilman Fink wondered why he wasn't included in the above section. It was an important discussion. Councilman Fink noted that he and several members of the Airport Committee were also mentioned in that discussion. Mayor Keene replied that he didn't disagree but he wondered how far we have to go with the details of the minutes and he thinks they need to be a reflection of what occurred in summary form but he does understand the concern about the items that were mentioned. Councilman Fink stated that since his name was mentioned specifically he would ask that be included in the minutes. He moved that the Recorder be sent back to provide in the minutes that Mr. Strube stated that he did not have a recollection of whether or not he agreed to forgo payments of insurance from Air-Cadia and the inclusion of what Councilwoman Frierson said. Mrs. Jankosky confirmed if that is what Council wanted to do; it would be completed.

A motion was made by Councilman Fink to adopt the October 2, 2012 minutes with the requested changes. The motion was seconded by Mayor Keene. The motion failed 2-2 with Councilman Fink and Mayor Keene voting in the affirmative and Councilman Heine and Councilman Allen dissenting.

Councilman Fink requested that his suggestions for changes to the minutes be added to the current set of minutes reflecting that Councilwoman Frierson stated Councilman Fink had specifically filed ethics charges against her and she said that at least three times at the October 2, 2012 meeting and that Councilwoman Frierson said that two members of the Airport Advisory Committee were telling tales to people in Tallahassee. Lastly to include that former Administrator Ed Strube stated that he did not recall that he had granted Air-Cadia the ability not to pay insurance however Mr. Strube did recall asking Florida League of Cities if the amounts could be broken down however the League said they could not break down such a miniscule amount.

Attorney Wohl reviewed Attorney General Opinion (AGO) 82-47 in regards to the definition of minutes. Mayor Keene stated that he hated to see the minutes a verbatim record every time. Attorney Wohl stated that he has never seen minutes this specific and these are quite long at 8 pages single spaced. He continued that the statute doesn't specify how much must be in the minutes but the AGO says a brief summary or series of brief notes or memorandum reflecting the events of the meeting and that is even more applicable in today's technology when it is recorded and the disc burned is an immediate public record. In his opinion the minutes are a bit lengthy and he's never seen them this long. He stated that the AGO only gives the minimum

required but it is up to Council as to how specific they prefer them. Attorney Wohl stated that the proper procedure was pulling the minutes and voting. Mayor Keene stated that he believes in the interest of efficiency and effectiveness, the meeting is recorded and is available to whoever requests. He doesn't want to dwell on having every word that was said but he agreed with what was done tonight. Councilman Fink replied that he was not suggesting verbatim, he believes considering this vote he found it selective enforcement and selective sanitation of the minutes. Attorney Wohl replied that there is nothing that impairs a Councilman's right to pull the minutes off the consent agenda.

Dr. Lorenzo Dixon stated that he was one of the concerned citizens that requested changes by contacting some of you and he was out of town for the meeting. He asked the City Attorney if the information he was sharing was a 1982 opinion. Attorney Wohl confirmed. Dr. Dixon replied that was 30 years ago and there are most likely a few new opinions since then. Attorney Wohl replied that there is a 2012 Sunshine Manual that the Attorney General (AG) put together and the manual includes the reference to that Attorney General Opinion, so it has not changed since 1982. If the Attorney General is issuing that handbook citing that opinion it seems they have adopted that opinion as well. Dr. Dixon questioned the opinion from 1982 because to his knowledge laws frequently change annually, and if that is exactly the opinion of this century he has concerns. Attorney Wohl responded that the AG opinion is more of a guideline to a particular statute and that is FS 286.011(2) that tells us the City needs to record the minutes of the meeting. Someone submitted a question from the City of Gulf Breeze on guidance as to what minutes mean under that statute and the Attorney General gave their opinion with cited case law. They only provide guidance and we are looking at the common sense definition of minutes. Dr. Dixon asked if it is fair to say it is at the Council's direction and discretion. Attorney Wohl confirmed.

Dr. Dixon stated that he was pointing this out because according to the Commission on Ethics any time there is a concern and an ethic complaint is filed, or laws violated....which you cannot advise them individually on correct, you only advise the City not the individual. Attorney Wohl replied that is correct they previously talked about that. Dr. Dixon continued that any time an ethic violation is filed an audio or video is not permissible. You have to have recorded approved minutes. That is why we wanted that into the minutes; State of Florida wants it in the minutes. He was under the impression there would be a correction to page 4, not verbatim, but at least show when he presented his case he would have something to back it up. It was brought up in a public meeting by a person that is another violation of law because any time there is ongoing litigation you are not supposed to discuss until it has been resolved. He asked Attorney Wohl if that was true. Attorney Wohl stated that is attorney/client privilege and he advises the City regarding that however there a number of ways that the attorney/client privilege can be waived. Dr. Dixon asked if there were similar rules for ethics charges, if there is not a written waiver submitted then no one should be talking about it. This was brought up in public meeting where ethics was filed by Councilman Fink and a specific statement was made by a person in the meeting. He would hope the correction to page 4 has been submitted in the approval of minutes to that extent that he was led to believe they would. Attorney Wohl clarified that the recording of the minutes is for the benefit of the City of Arcadia, not for the benefit of the ethics commission. Attorney Wohl agreed that the State doesn't like to take audio tapes, but they may in an investigation request the City Recorder issue a certified copy of the audio tape, they may not take the tape from a John Doe who is filing a complaint because they don't know if its been tampered, but they may contact the City Recorder, and if that's good enough for a Judge it is good for the ethics commission. Attorney Wohl explained another route can be to have a certified court reporter actually transcribe the tape and submit that with your complaint. The court reporter will certify that they listened to the tape on this day, transcribe and certify that it is accurate. He continued that the AGO is bare minimum and Council can do anything they feel

necessary and it was appropriate to pull and vote and if that passed it would be included in the minutes because the Council is the ultimate authority.

Dr. Dixon stated for the record that any member of this Council that expects our vote and support of citizens that don't want the public to have the truth or the facts unless you are trying to help cover up something or you don't want the proof to be in records, that is a serious concern unless you are part of breaking the sunshine law and ethics rules. If it was a simple request, not verbatim, just a point that comments were made one to another about filing ethics charges which we know we are not supposed to do. Mayor Keene replied that the Council got it in the record tonight. Mrs. Jankosky replied that she and the Attorney talked and they felt it was best to let the Council handle that matter.

Dr. Dixon explained that recently a young lady was shot in the head in another country for speaking out in a public meeting. He stated that he was speaking during a part in the agenda, so he felt he was not limited to five minutes. Mayor Keene replied that no one said anything about the five minutes except Dr. Dixon and he has been very liberal with allowing him to speak. Mayor Keene said he didn't think anyone could say that this Council has refused anyone the opportunity to speak and stated that his point is well taken. Mayor Keene continued that he appreciated what was brought forward, the item was pulled and voted on and he hopes that is satisfactory.

Dr. Dixon stated that the reason for pointing this out is due to a previous meeting and Mr. Hickson was no where in the meeting, it was Coach Bowers that was here but it was in the minutes that Eugene Hickson made certain statements. They both did not like it. We wanted to make sure the minutes were correct. Some have concerns whether we all look alike. We wanted to make sure when people look at the minutes 50 years from now as he was taught that is the purpose of records and you have to store and keep them in a safe place and be true as possible. That was totally not true that he came before you. I don't know how the mix-up happened because there is only about six of us that come before you that are dark complected. We didn't say anything and we hope that has been corrected so that no one would think Eugene Hickson was here when it was Coach Bowers. He wouldn't want anyone to think it was Barack Obama who was here when it was Lorenzo Dixon. He was appalled that no one wants facts, not verbatim.

Attorney Wohl explained that the reason these minutes come to Council is because they are drafts, which are subject to Council making the changes. He has been referred to as Bill Galvano sometimes, the minutes are merely drafts that revisions are made to, they are on the consent agenda and Council has the right to pull them. That's the democratic process. We're not just letting the City Recorder draft the final minutes, it's a proposal and the Council has final say.

Councilman Fink stated that they have not yet approved item number 3 because his motion was to approve with amendments and it failed 2-2. There needs to be a motion to approve or we may wait until Mrs. Frierson gets back. Mayor Keene stated that he guesses it will be approved at the next meeting. Mayor Keene stated to Dr. Dixon he voted the affirmative for the changes and that's the best he can do as he's been on the bottom of the vote several times, however he will continue to do the best he can. Attorney Wohl responded to Councilman Fink if there is a 2-2 vote we need to table the item to the next meeting. Mayor Keene asked if there was a motion to revote, hearing none; the item was tabled to the next regular meeting.

DISCUSSION ITEMS

8. Request for Special Event Permit and Waiver of Fees for Veteran's Day Parade – Mrs. Jackie Tucker, Arcadia Elks

A motion was made by Deputy Mayor Heine and seconded by Councilman Fink to approve the request for special event permit and waiver of fees for the Veteran's Day Parade as submitted by Mrs. Jackie Tucker, Arcadia Elks. The motion carried 4-0.

9. Request for Special Event Permit and Waiver of Fees for McSwain Park Playground Grand Opening – Mrs. Terry West, Hands of Angels

A motion was made by Deputy Mayor Heine and seconded by Councilman Allen to approve the request for special event permit and waiver of fees for McSwain Park Playground Grand Opening – Mrs. Terry West, Hands of Angels. The motion carried 4-0.

10. Airport Incident (Councilman Fink)

Councilman Fink stated he wanted to make Council aware of what occurred last Thursday. Mr. Greg Smith went to the Airport to see the inspection and when he was there it was his understanding Mr. Smith was accosted and told by one of the principals of Air-Cadia that if there was any last breath in his body he was going to ensure Mr. Smith was dead. Mr. Smith filed a police report stating same and he wanted the Council to be aware in case they weren't notified because Mr. Smith sits on our board as a member and our representative to the Arcadia Airport Advisory Committee and he has a right to be out there just as any citizen has the right to go out there. He found it shocking.

Mr. Greg Smith reported that they were having the annual inspection at the Airport and for months he was working on a set of standards for grass mowing and he wanted to go over that with the inspectors because that night there was an Airport meeting. He wanted the inspector to look at the plan and see if there was anything that needed to be tweaked as far as standards because the Council requested that a bid be put out as to the cost to mow the Airport. That is like calling a yard man asking for a price and him not seeing the yard or how you want it cut. So it gave us some standards of what we wanted on the runways, taxiways, ponds and gave acreage and that was the main reason he went out there, so when bringing that forward it would be appropriate. He was standing with Mike Moon, City consultant, when Mr. Minnear came out and went into this tirade and made the statement that he knew what he and George Chase were trying to do. Then later on he tried to turn it into something else. He stated that a lot on the board are trying to improve the Airport and get some kind of consistency where it is maintained and useful.

Mr. Gary Frierson stated he read the police report and what Councilman Fink read into record as to what was said he assumed Councilman Fink was there and heard that. Councilman Fink replied no, that he read the report. Mr. Frierson replied so you don't really know what was said. You read and said all those things but there is no verification of what was said. Councilman Fink replied except through the police report. Mr. Frierson stated also the second half of the report denied those things were said, is that true? Councilman Fink replied that he had no idea. Mr. Frierson asked Councilman Fink if he didn't read the second half to which Councilman Fink replied no that he read both. Mr. Frierson stated that Councilman Fink didn't know what was said but he knew what the first part said. Councilman Fink asked if Mr. Frierson was there. Mr. Frierson replied that he read the report also and he didn't know what was said. He stated that

Councilman Fink entered the first half into the record but not the second half into the record, and he found that as slightly slighted.

11. Airport Land Leases (City Attorney)

Attorney Wohl reviewed the two tie-down leases and noted that he attached a memo in the packet with his legal interpretation. He stated there are significant differences in the two leases. He didn't know whether any of these leases would pass Federal Aviation Administration (FAA) muster due to the exclusivity reason. As far as transferability, Mr. Hilton's lease only applies to the signor and in Mr. Frierson's lease it is applicable to lineal descendants of the signor. Also in 1986 Council approved the transfer of rights to Mr. Gary Frierson. If someone has a lease and you have relatively positive evidence that they have intended to never come back or they have deserted the original use that could result in abandonment. If the use was storage of airplanes and now you are storing a hot rod then you have abandoned the original intended use. As to the termination in Mr. Hilton's lease, the City has the right to terminate after a 60 day notice; Mr. Frierson's does not include a termination clause. Regarding the FAA opinion he has not made a determination. He wanted to know if Council wants him to look into whether the FAA will frown upon the leases because of the perpetual leases at the Airport. Councilman Fink asked if under abandonment 2-b if it says that if you use the property for storage of aircraft it does make that it must be lineal descendant however does section b deal with the ability to transfer to other people in the storage of other aircraft other than one's personal aircraft. Attorney Wohl replied that he didn't believe that would apply. Councilman Fink asked what if he was using it for the storage of lumber. Attorney Wohl replied that the lease is clear, that the party shall use for the storage of aircraft and no other purpose. Councilman Fink stated that he believes Mr. Frierson is using it for the storage of lumber.

12. Airport Marketing Plan (Mr. George Chase, AAAC Chair)

Mr. George Chase, AAAC Chair, reported that the marketing plan was placed in the packet for Council's consideration for a tool to use in the future. Mayor Keene requested a potential meeting with the County to discuss how to get utilities to the Airport from Highway 31. Mrs. Jankosky reported that in previous conversations, the County was receptive to the idea and utilities at the Airport could be addressed at the joint meeting.

13. Tie – Downs (Mr. Rickey Hilton)

A motion was made by Deputy Mayor Heine and seconded by Councilman Fink to waive any tie-down fees, refund any amounts paid and issue a termination agreement in regards to Mr. Rickey Hilton's lease. The motion carried 4-0.

14. DCAAA Lease – Arcadia Ballfields

Mrs. Jankosky reported that DCAAA would like to make many improvements to the Arcadia ball fields similar to Brewer Park. There was discussion regarding the lease and issues at the ball fields.

A motion was made by Deputy Mayor Heine and seconded by Councilman Fink authorizing the City Manager to issue a 30-day notice of compliance and allow the City Administrator the authority to negotiate a new lease with DCAAA. The motion carried 4-0.

15. Conveyance of Utilities by Casa San Juan Bosco

A motion was made by Deputy Mayor Heine and seconded by Councilman Fink to accept the conveyance of utilities by Casa San Juan Bosco upon receipt of anexecuted bill of sale. The motion carried 4-0. There was some discussion regarding the lift station which Casa San Juan Bosco has agreed to maintain for the time being.

RESOLUTIONS

16. RESOLUTION NO. 2012-18; A RESOLUTION APPOINTING MAYOR, DEPUTY MAYOR AND PRESIDING OFFICERS; SETTING TERM OF OFFICE.

Resolution No. 2012-18 was read by title only.

A motion was made by Councilman Fink and seconded by Councilman Allen to adopt Resolution No. 2012-18 as presented. The motion carried 4-0.

ORDINANCES

17. ORDINANCE NO. 978; FIRST READING OF AN ORDINANCE OF THE CITY OF ARCADIA, FLORIDA, PROVIDING FOR THE AMENDMENT OF THE CITY OF ARCADIA'S COMPREHENSIVE PLAN, REVISING THE INFRASTRUCTURE, CONSERVATION, INTERGOVERNMENTAL COORDINATION, AND CAPITAL IMPROVEMENTS ELEMENTS; AND ADOPTING THE CITY OF ARCADIA'S TEN-YEAR WATER SUPPLY PLAN; PROVIDING FOR TRANSMISSION OF THIS ORDINANCE TO THE FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY FOR REVIEW AND A FINDING OF COMPLIANCE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE. (Jennifer Codo-Salisbury, CFRPC)

Ordinance No. 978 was read by title only. A motion was made by Deputy Mayor Heine and seconded by Councilman Fink to approve Ordinance No. 978 at first reading. The motion carried 4-0.

18. ORDINANCE NO. 979; FIRST READING OF AN ORDINANCE AMENDING CHAPTER 102, ARTICLE II, SECTION 102-31 OF THE CODE OF ORDINANCES OF THE CITY OF ARCADIA TO ESTABLISH CRITERIA REQUIRING CERTAIN WATER CONNECTIONS TO THE CITY WATER SYSTEM; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Ordinance No. 979 was read by title only. A motion was made by Councilman Fink and seconded by Deputy Mayor Heine to approve Ordinance No. 979 at first reading. The motion carried 4-0.

19. ORDINANCE NO. 980; FIRST READING OF AN ORDINANCE AMENDING CHAPTER 102, ARTICLE II, SECTION 102-42 OF THE CODE OF ORDINANCES OF THE CITY OF ARCADIA TO

ESTABLISH WATER USER RATE CHARGES FOR USERS OUTSIDE THE CITY; TO ESTABLISH WATER RATES TO BE ADOPTED BY RESOLUTION; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Ordinance No. 980 was read by title only. A motion was made by Councilman Fink and seconded by Councilman Allen to approve Ordinance No. 980 at first reading. The motion carried 4-0.

COMMENTS FROM DEPARTMENTS

1. City Marshal

Captain Anderson updated the Council on the Police Department's new vehicle.

2. Attorney

Attorney Wohl reported that there would be a joint meeting of the Historic Preservation Commission and Airport Board on October 24, 2012 at 5 p.m. and he will be meeting with the Charter Review Committee on October 24, 2012 at 6 p.m.

Attorney Wohl stated that his concern regarding volunteers at the Airport was liability however there is no legal prohibition. He reviewed the Florida Volunteer Protection Act. Mayor Keene asked how we can allow volunteers at the Airport and is there a mechanism to allow for a qualification determination for those using equipment. Mayor Keene asked the Attorney for language to allow volunteers at Airport events.

3. City Administrator

- Update on Joint Meeting with County on Fire Services Contract

Council agreed to change the meeting date and time with the County to November 5, 2012 at 5:30 p.m. and to include utilities at the Airport as an additional agenda item.

Mrs. Jankosky reported that the roof on Smith Brown Gym will be completed prior to November 6, 2012.

Mrs. Jankosky reported on an eviction at the Mobile Home Park and requested a notice of 7-day termination to be issued. A motion was made by Deputy Mayor Heine and seconded by Councilman Fink to issue a 7-day notice of termination. The motion carried 4-0.

A motion was made by Councilman Fink and seconded by Deputy Mayor Heine to approve authorization 16 in the amount of \$25,000 for engineering services - Hazen and Sawyer. The motion carried 4-0.

PUBLIC (PLEASE LIMIT PRESENTATIONS TO FIVE MINUTES)

Mr. Charles Conklin asked why his water was turned off on October 8, 2012 when he had until October 23, 2012 to pay the bill. Mrs. Jankosky will review and return to Council.

Mr. John Super asked for direction on the waiving of fees for special events as the Council had previously approved the waivers and he pays for his car show events.

Mr. Gary Frierson asked about the policy regarding where tie-downs are typically found at the Airport. Mr. Rickey Hilton replied that typically the area tie-downs have been in the area where he has been tying down and he asked permission from the City Administrator.

MAYOR AND COUNCIL MATTERS

Mayor Keene reported on the Kid's Fishing Day Tournament at Lake Katherine Park and the satisfactory result of the water sample taken by Lee County Aquatic. He thanked all the volunteers and Mr. John Super for the event.

Mayor Keene announced that due to a conflict with his schedule he would no longer be able to serve as representative of the CFRPC. The meetings are held the 2nd Wednesday of the month at 9:30 a.m. in alternate locations.

ADJOURN

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

APPROVED THIS ____ DAY OF _____, 2012.

By:

Keith Keene, Mayor

ATTEST:

Virginia S. Haas, City Recorder

10/12/2012 15:31
aahorkeyCity of Arcadia, FL - ** LIVE **
WARRANT LIST BY VOUCHERPG 10
apwarnt

WARRANT: 20120919 10/12/2012

DUE DATE: 10/12/2012

VOUCHER	VENDOR	VENDOR NAME	INVOICE	PO	TYPE	DUE DATE	AMOUNT	COMMENT
89467	2209	ALEXCAZAM ELECTRIC	760	100	INV	10/12/2012	1,580.00	SERVICE @ MHP
89468	2209	ALEXCAZAM ELECTRIC	761	100	INV	10/12/2012	65.00	SERVICE @ MHP
89469	2209	ALEXCAZAM ELECTRIC	764	100	INV	10/12/2012	400.00	SERVICE @ MHP
89470	10200	ARCADIAN	2789893	100	INV	10/12/2012	136.18	AD - NOTICE OF DRAFT P
89471	1679	ARCADIA PRINTING, LLC	10953	100	INV	10/12/2012	394.40	TRAFFIC WARNING/BINDER
89472	1866	BRENNTAG MID-SOUTH, INC.	BMS298854	100	INV	10/12/2012	1,620.00	SOD HEXMETAPHOSPHATE V
89473	1866	BRENNTAG MID-SOUTH, INC.	BMS298855	100	INV	10/12/2012	1,620.00	SOD HEXMETAPHOSPHATE V
89474	1963	BV OIL COMPANY, INC	03-546604	100	INV	10/12/2012	1,656.70	BULK AMALIE A/W HYD 68
89475	30040	CHENANGO SUPPLY CO INC	185285	100	INV	10/12/2012	1,614.28	CHAINSAW/SAW/PAINTS/PA
89476	60090	FLORIDA POWER & LIGHT	AUG/SEP '12 WATER PL	100	INV	10/12/2012	1,959.52	14777-39948: 645 TURNE
89477	60090	FLORIDA POWER & LIGHT	AUG/SEP '12 CEM S SH	100	INV	10/12/2012	2.13	96306-03240: 601 OAK R
89478	2676	FLORIDA ROCK INDUSTRIES	3036141776	100	INV	10/12/2012	867.50	3000 PSI
89479	70010	GALL'S INC	000046426	100	INV	10/12/2012	77.27	DICKIES INDUSTRIAL PAN
89480	80075	HOME OWNERS SUPPLY	227398	100	INV	10/12/2012	5.99	DUCK TAPE
89481	80075	HOME OWNERS SUPPLY	227399	100	INV	10/12/2012	1.19	ELECTRIAL TAPE
89482	2683	LHOIST NORTH AMERICA OF ALA	1120418256	100	INV	10/12/2012	6,115.90	HI CAL QUICKLIME - GRA
89483	1535	NAPA AUTO PARTS	194031	100	INV	10/12/2012	38.99	HI-AMP FLUSH MOUNT
89484	2792	SOUTHERN OXYGEN & WELDING S	350344	100	INV	10/12/2012	46.99	BLADE PULLEY TIRE/BAND
89485	2688	SWAINE & HARRIS, PA	11542	100	INV	10/12/2012	3,000.00	MATTER NO. 6524-001
89486	2638	TOSHIBA	2189870	100	INV	10/12/2012	235.99	CUSTO PO #24022
89507	2239	ENVIRONMENTAL REAGENT SERVI	11557	100	INV	10/12/2012	130.80	FAS TITRANT
89508	60090	FLORIDA POWER & LIGHT	SEP/OCT '12 OK SCHLX	100	INV	10/12/2012	8.04	40006-94473: 607 E OAK
89509	60090	FLORIDA POWER & LIGHT	SEP/OCT '12 PROVIDEN	100	INV	10/12/2012	112.77	16944-36948: 231 PROVI
89510	60090	FLORIDA POWER & LIGHT	SEP/OCT '12 TURNER	100	INV	10/12/2012	10.28	51929-54195: 185 NE TU
89511	272	FLEETPRIDE	50241868	100	INV	10/12/2012	550.49	BRAKE DRUM/BRAKE SHOE



10/12/2012 15:31
aahorkey

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

PG 11
apwarrnt

WARRANT: 20120919 10/12/2012

DUE DATE: 10/12/2012

VOUCHER	VENDOR	VENDOR NAME	INVOICE	PO	TYPE	DUE DATE	AMOUNT	COMMENT
89512	2237	G&K SERVICES	SEPT '12_1897810	100	INV	10/12/2012	288.25	ACCT NO. 1897810
89513	2237	G&K SERVICES	SEPT '12_1898091	100	INV	10/12/2012	30.88	ACCT NO. 1898091
89514	2237	G&K SERVICES	SEPT '12_1898090	100	INV	10/12/2012	100.25	ACCT NO. 1898090
89515	2237	G&K SERVICES	SEPT '12_1898096	100	INV	10/12/2012	139.76	ACCT NO. 1898096
89516	2237	G&K SERVICES	SEPT '12_1898097	100	INV	10/12/2012	140.04	ACCT NO. 1898097
89517	2237	G&K SERVICES	SEPT '12_1898099	100	INV	10/12/2012	151.20	ACCT NO. 1898099
89518	2237	G&K SERVICES	SEPT '12_1898100	100	INV	10/12/2012	51.90	ACCT NO. 1898100
89519	2657	ELLISON SYSTEMS INC	1348496771	100	INV	10/12/2012	511.25	PAPER PRODUCTS
89541	40060	DESOTO CNTY BOARD OF	SEPT 2012_LANDFILL	100	INV	10/12/2012	17,946.80	CUST NO. 01-01: LANDFI
89542	1679	ARCADIA PRINTING, LLC	11003	100	INV	10/12/2012	24.50	STAMP
89543	2658	CINTAS DOCUMENT MANAGEMENT	DD69062842	100	INV	10/12/2012	35.00	DOCUMENT SHREDDING
89544	30100	CUMMINGS POWER SOUTH	080-60946	100	INV	10/12/2012	490.59	INSPECTION
89545	60015	FEDERAL EXPRESS CORP	2-035-14806	100	INV	10/12/2012	27.71	ACCT NO. 1175-2414-0
89546	70010	GALL'S INC	000058048	100	INV	10/12/2012	61.75	NIGHTGUARD HOLSTER BEL
89547	80075	HOME OWNERS SUPPLY	226746	100	INV	10/12/2012	5.49	TILE CEILING
89548	190070	SHORT ENVIRONMENTAL	12-2594	100	INV	10/12/2012	114.00	SAMPLE 09/13/2012
89549	2638	TOSHIBA	2189703	100	INV	10/12/2012	227.76	CUST PO 23883
89550	2096	HAZEN & SAWYER, PC	PAYMENT 7	100	INV	10/12/2012	1,023.91	SA #14 - PAYMENT #7
89551	2096	HAZEN & SAWYER, PC	PAYMENT 22	100	INV	10/12/2012	22,957.70	SA #11 - PAYMENT #22
89552	2096	HAZEN & SAWYER, PC	PAYMENT 2	100	INV	10/12/2012	35,621.22	SA #15 - PAYMENT #2
89563	60090	FLORIDA POWER & LIGHT	SEP/OCT '12 EAST FLD	100	INV	10/12/2012	7.43	13266-99236: 400 VIRGI
89564	60090	FLORIDA POWER & LIGHT	SEP/OCT '12 ARC LL	100	INV	10/12/2012	38.12	59153-15104: 948 N ARC
89565	60090	FLORIDA POWER & LIGHT	SEP/OCT '12 WEST FLD	100	INV	10/12/2012	7.43	79406-02274: 400 VIRGI
89566	60090	FLORIDA POWER & LIGHT	SEP/OCT '12 SPEER CT	100	INV	10/12/2012	12.83	86753-33960: 400 VIRGI
89567	60090	FLORIDA POWER & LIGHT	SEP/OCT '12 TENNIS C	100	INV	10/12/2012	7.43	86833-32970: 400 VIRGI



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

PG 12
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WARRANT: 20120919 10/12/2012

DUE DATE: 10/12/2012

VOUCHER	VENDOR	VENDOR NAME	INVOICE	PO	TYPE	DUE DATE	AMOUNT	COMMENT
89568	60090	FLORIDA POWER & LIGHT	SEP/OCT '12 ARC CONC	100	INV	10/12/2012	16.62	86913-31980: 948 N ARC
89569	60090	FLORIDA POWER & LIGHT	SEP/OCT '12 ARC PKG	100	INV	10/12/2012	21.61	86903-33953: 948 N ARC
89570	60090	FLORIDA POWER & LIGHT	SEP/OCT '12 VIR CONC	100	INV	10/12/2012	39.63	86763-31997: 400 VIRGI
89571	60090	FLORIDA POWER & LIGHT	SEP/OCT '12 ARC SOFT	100	INV	10/12/2012	7.43	79812-41180: 948 N ARC
89572	60090	FLORIDA POWER & LIGHT	SEP/OCT '12 NE FIELD	100	INV	10/12/2012	418.34	86893-35928: 948 N ARC
89573	60090	FLORIDA POWER & LIGHT	SEP/OCT '12 ARC LTS	100	INV	10/12/2012	7.43	98315-85519: 948 N ARC
89574	60090	FLORIDA POWER & LIGHT	SEP/OCT '12 VIR STOR	100	INV	10/12/2012	10.80	11873-76494: 400 VIRGI
89575	1666	STAPLES BUSINESS ADVANTAGE	8023194857	100	INV	10/12/2012	425.40	SUMMARY INV 8023194857
89576	1405	THE SUN	102012155159	100	INV	10/12/2012	100.00	GOLF DIRECTORY 9/4-9/2
89592	1963	BV OIL COMPANY, INC	SEPT 2012	100	INV	10/12/2012	14,345.48	SEPTEMBER 2012 - FUEL
89597	1259	SEARS COMMERCIAL ONE	T545371	100	INV	10/12/2012	144.76	BATTERY PACK AND CHARG
89606	10140	ALERT PLUMBING SERVICE, INC	912465	100	INV	10/12/2012	1,775.00	SERVICE TO MOBILE HOME
89607	2455	CENTURYLINK	SEP/OCT 12_312159680	100	INV	10/12/2012	75.34	ACCT NO. 312159680
89608	2521	EMERGENCY MEDICAL PRODUCTS,	1490228	100	INV	10/12/2012	10.50	HANDLING FEE FOR RETUR
89609	940	NEXTEL COMMUNICATIONS	273625411-127	100	INV	10/12/2012	335.96	ACCT NO. 273625411
WARRANT TOTAL							120,007.91	

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

PG 12
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WARRANT: 20121002 10/12/2012

DUE DATE: 10/12/2012

VOUCHER	VENDOR	VENDOR NAME	INVOICE	PO	TYPE	DUE DATE	AMOUNT	COMMENT
89034	1484	ADVANCE COMMERCIAL CHARGE A	9127225437587	100	INV	09/21/2012	9.48	FLUID OIL PUMP
89035	1484	ADVANCE COMMERCIAL CHARGE A	9127225627535	100	CRM	09/21/2012	-9.48	FLUID OIL PUMP REFUND
89357	1535	NAPA AUTO PARTS	194178	100	INV	10/05/2012	12.58	CLR RTV SILCN SEALANT
89358	1535	NAPA AUTO PARTS	194192	100	INV	10/05/2012	16.78	WIPER BLADE
89359	1535	NAPA AUTO PARTS	194202	100	INV	10/05/2012	10.39	NAPAGOLD AIR FILTER
89379	1535	NAPA AUTO PARTS	194344	100	INV	10/05/2012	7.85	HEADLIGHT BULB - HIGH
89380	1535	NAPA AUTO PARTS	194245	100	INV	10/05/2012	20.00	AIR GREASE GUN/GREASE
89487	2455	CENTURYLINK	OCT '12_311032795	100	INV	10/12/2012	149.48	ACCT NO. 311032795
89488	2455	CENTURYLINK	OCT '12_311367811	100	INV	10/12/2012	161.19	ACCT NO. 311367811
89489	2455	CENTURYLINK	OCT '12_311825967	100	INV	10/12/2012	86.13	ACCT NO. 311825967
89490	10030	W & S ENTERPRISE ACCOUNT	84764	100	INV	10/12/2012	25.20	ACCT NO. 1050583500
89491	10030	W & S ENTERPRISE ACCOUNT	84763	100	INV	10/12/2012	25.20	ACCT NO. 1050582900
89492	10030	W & S ENTERPRISE ACCOUNT	84783	100	INV	10/12/2012	25.20	ACCT NO. 1050589700
89493	10030	W & S ENTERPRISE ACCOUNT	84201	100	INV	10/12/2012	236.38	ACCT NO. 1010000100
89494	40050	DESOTO AUTOMOTIVE INC	125160	100	INV	10/12/2012	19.84	WHEEL BEARING
89495	60020	FENDER AUTO PARTS	16150	100	INV	10/12/2012	83.99	OIL BATH SEAL
89496	60020	FENDER AUTO PARTS	16145	100	INV	10/12/2012	34.85	2 1/4
89497	80075	HOME OWNERS SUPPLY	228064	100	INV	10/12/2012	62.99	STEP LADDER
89499	1535	NAPA AUTO PARTS	194363	100	INV	10/12/2012	18.00	HI POWER IND V-BELT
89501	190090	SMITH'S RANCH & GARDEN, INC	101041439	100	INV	10/12/2012	26.97	WD40
89502	190090	SMITH'S RANCH & GARDEN, INC	102053725	100	INV	10/12/2012	150.00	CYPRESS MULCH
89503	2544	TAMPA TRUCK CENTER	784126P	100	INV	10/12/2012	68.36	PARTS
89504	200075	TOTAL PEST CONTROL OF	841236	100	INV	10/12/2012	30.00	PEST CONTROL @ TREE OF
89505	230065	WINDEMULLER TECHNICAL SRVCS	046740	100	INV	10/12/2012	304.95	MIGHTY MODULE
89506	200075	TOTAL PEST CONTROL OF	841258	100	INV	10/12/2012	75.00	PEST CONTROL @ CITY HA



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

PG 13
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WARRANT: 20121002 10/12/2012

DUE DATE: 10/12/2012

VOUCHER	VENDOR	VENDOR NAME	INVOICE	PO	TYPE	DUE DATE	AMOUNT	COMMENT
89520	2141	DISH NETWORK	OCTOBER 2012	100	INV	10/12/2012	193.60	ACCT NO. 8255 7070 805
89521	1535	NAPA AUTO PARTS	194414	100	INV	10/12/2012	418.60	PARTS FOR 2000 NISSAN
89524	40106	DESOTO INS AGENCY INC	001_DOWN PAYMENT 201	100	INV	10/12/2012	106,024.50	DOWN PAYMENT FOR COMME
89526	1484	ADVANCE COMMERCIAL CHARGE A	9127228330485	100	INV	10/12/2012	.99	GASKET THERMOSTAT
89527	1484	ADVANCE COMMERCIAL CHARGE A	9127228379064	100	INV	10/12/2012	2.29	GASKET WATER PUMP
89528	1484	ADVANCE COMMERCIAL CHARGE A	9127228479107	100	INV	10/12/2012	22.38	RAD HOSE/SPARK PLUG
89529	700837	ARCADIA CHEVROLET GEO	37311	100	INV	10/12/2012	34.78	BLADE
89530	2345	DESOTO SHIRT &HAT, CRYSTAL I	1708	100	INV	10/12/2012	97.50	T-SHIRTS
89531	80075	HOME OWNERS SUPPLY	228066	100	INV	10/12/2012	3.99	RUBBER SPRING
89533	1535	NAPA AUTO PARTS	194616	100	INV	10/12/2012	205.93	PARTS FOR 1999 FORD EX
89534	1535	NAPA AUTO PARTS	194389	100	INV	10/12/2012	49.99	BLOWER MOTOR FOR 1997
89535	1535	NAPA AUTO PARTS	194504	100	INV	10/12/2012	19.58	PARTS FOR 2000 NISSAN
89536	1535	NAPA AUTO PARTS	194561	100	INV	10/12/2012	269.99	CRANKSHAFT PULLEY
89537	1535	NAPA AUTO PARTS	194453	100	INV	10/12/2012	25.19	PARTS FOR 2000 NISSAN
89538	1535	NAPA AUTO PARTS	194582	100	CRM	10/12/2012	-.55	THERMOSTAT GASKET
89539	1535	NAPA AUTO PARTS	194578	100	CRM	10/12/2012	-30.99	IDLER PULLEY
89540	140030	NEWTON MACHINE & SUPPLY, IN	128340	100	INV	10/12/2012	95.00	3 1/2 PIPE
89553	10200	ARCADIAN	2793320	100	INV	10/12/2012	303.00	AD FOR NOTICE OF PUBLI
89554	2583	CENTRAL FLORIDA RPC	1011 10337	100	INV	10/12/2012	7,500.00	PLANNING ADVISORY SERV
89555	291	ENVIRO-TECH	125160	100	INV	10/12/2012	4,546.75	PX-700 BIOSTIMULANT
89556	2793	KAREN BOATRIGHT	TRAVEL EXP 10102012	100	INV	10/12/2012	11.00	MEAL REIMB FOR WORKSHO
89557	2795	VETRINA BURNS	TRAVEL EXP_10/11 & 1	100	INV	10/12/2012	22.00	MEAL REIMB FOR TRAININ
89577	10030	W & S ENTERPRISE ACCOUNT	84995	100	INV	10/12/2012	50.70	ACCT NO. 1070625900
89578	1963	BV OIL COMPANY, INC	03-548193	100	INV	10/12/2012	871.01	FUEL
89579	2301	CB LOCKSMITH	2152	100	INV	10/12/2012	10.00	DUPLICATE KEYS



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

PG 14
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WARRANT: 20121002 10/12/2012

DUE DATE: 10/12/2012

VOUCHER	VENDOR	VENDOR NAME	INVOICE	PO	TYPE	DUE DATE	AMOUNT	COMMENT
89580	2004	CENTRAL FIRE	49699	100	INV	10/12/2012	96.00	ANNUAL EXT SERVICE
89581	10030	W & S ENTERPRISE ACCOUNT	85073	100	INV	10/12/2012	59.14	ACCT NO. 2090697500
89582	40050	DESOTO AUTOMOTIVE INC	327196B	100	INV	10/12/2012	4.04	TEFLON TAPE/COMPRESSOR
89583	2624	INTERSTATE BATTERIES OF FOR	30097638	100	INV	10/12/2012	390.56	BATTERIES
89584	120120	LOU'S PAINT SPOT	139617	100	INV	10/12/2012	146.09	ROCK IT BEDLINER BLACK
89585	120120	LOU'S PAINT SPOT	139593	100	INV	10/12/2012	4.84	RUSKIL GLASS BLACK
89586	1535	NAPA AUTO PARTS	194649	100	INV	10/12/2012	18.45	HEATER VALVE
89587	1535	NAPA AUTO PARTS	194674	100	CRM	10/12/2012	-55.99	WATER PUMP & CORE DEPO
89588	1535	NAPA AUTO PARTS	194619	100	INV	10/12/2012	208.84	30 LB 134A REFRIDGERAN
89589	2690	PEPSI BOTTLING COMPANY	26536557	100	INV	10/12/2012	264.50	BEVERAGES FOR PRO SHOP
89590	2385	MAXX SUNGLASSES	104339	100	INV	10/12/2012	314.01	SUNGLASSES
89591	200075	TOTAL PEST CONTROL OF	841357	100	INV	10/12/2012	45.00	PEST CONTROL @ PRO SHO
89595	80010	HACH COMPANY	7973739	100	INV	10/12/2012	133.20	WIPER
89596	2128	ODYSSEY MANUFACTURING CO.	171402	100	INV	10/12/2012	402.75	HYPOCHLORITE SOLUTIONS
89598	106	BOWLING GREEN SMALL ENGINE	24224	100	INV	10/12/2012	44.64	CARBURETOR
89599	10030	W & S ENTERPRISE ACCOUNT	85453	100	INV	10/12/2012	25.20	ACCT NO. 2110915600
89600	10030	W & S ENTERPRISE ACCOUNT	85090	100	INV	10/12/2012	25.20	ACCT NO. 2090708000
89601	10030	W & S ENTERPRISE ACCOUNT	85091	100	INV	10/12/2012	25.20	ACCT NO. 2090708200
89602	1971	GARY'S SERVICE & REPAIR	10052012	100	INV	10/12/2012	60.00	SERVICE ON ICE MACHINE
89603	2154	GOT TINT?	1698	100	INV	10/12/2012	100.00	TINT FOR 2012 FORD TAU
89604	1535	NAPA AUTO PARTS	194717	100	INV	10/12/2012	29.17	AIR FILTER/DRAIN PLUG/
89605	1535	NAPA AUTO PARTS	194711	100	INV	10/12/2012	9.49	BULB
89611	2778	CHEMICAL CONTAINERS INC	395483	100	INV	10/12/2012	613.67	PARTS
WARRANT TOTAL							125,362.56	

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

PG 4
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WARRANT: 20120920 10/12/2012

DUE DATE: 10/12/2012

VOUCHER	VENDOR	VENDOR NAME	INVOICE	PO	TYPE DUE DATE	AMOUNT	COMMENT
89593	2660	JAMES SOLENSKY	10062012	100	INV 10/12/2012	428.00	ARCADIA AIRPORT LOGO
89594	1963	BV OIL COMPANY, INC	SEPT 2012_AIRPORT	100	INV 10/12/2012	274.79	FUEL & OIL REPORT FOR
WARRANT TOTAL						702.79	

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

PG 4
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WARRANT: 20121002 10/12/2012

DUE DATE: 10/12/2012

VOUCHER	VENDOR	VENDOR NAME	INVOICE	PO	TYPE	DUE DATE	AMOUNT	COMMENT
89525	40106	DESOTO INS AGENCY INC	001_DOWNPAY_AIRPORT	100	INV	10/12/2012	6,165.00	COMMERCIAL PACKAGE - D
89610	2662	THOMPSON TRACTOR CO	99417	100	INV	10/12/2012	863.23	PARTS
WARRANT TOTAL							7,028.23	

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

PG 4
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WARRANT: 20121004 10/16/2012

DUE DATE: 10/16/2012

VOUCHER	VENDOR	VENDOR NAME	INVOICE	PO	TYPE	DUE DATE	AMOUNT	COMMENT
89615	40073	DESOTO COUNTY TAX COLLECTOR	10152012	100	INV	10/16/2012	88.10	TRANSFER OF TITLE & TA
89616	447	CITY OF ARCADIA	10162012	100	INV	10/16/2012	160.00	C. JACKSON METER DEPOS
89617	2257	PEACE RIVER DISTRIBUTING CO	00050134	100	INV	10/16/2012	553.05	BEVERAGES FOR PRO SHOP
89618	2775	SOUTHERN WINE & SPIRITS	10152012	100	INV	10/16/2012	297.38	BEVERAGES FOR PRO SHOP
89620	2580	J J TAYLOR COMPANIES INC	9300505	100	INV	10/16/2012	425.90	BEVERAGES FOR PRO SHOP
WARRANT TOTAL							1,524.43	

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

PG 8
apwarrnt

WARRANT: 20121005 10/19/2012

DUE DATE: 10/19/2012

VOUCHER	VENDOR	VENDOR NAME	INVOICE	PO	TYPE	DUE DATE	AMOUNT	COMMENT
89619	60090	FLORIDA POWER & LIGHT	SEP/OCT '12 OK SCL X	100	INV	10/19/2012	7.84	86546-90547: 518 E OAK
89621	1484	ADVANCE COMMERCIAL CHARGE A	9127228383671	100	INV	10/19/2012	8.98	FUSE
89622	1484	ADVANCE COMMERCIAL CHARGE A	9127228379060	100	CRM	10/19/2012	-6.98	FUSE RETURN
89623	1484	ADVANCE COMMERCIAL CHARGE A	9127228379055	100	INV	10/19/2012	6.98	FUSE
89624	40110	DESOTO MEMORIAL HOSPITAL	10032012_D. PITTS	100	INV	10/19/2012	109.20	ACCT NO. D00010223329
89625	431	FLORIDA DEPARTMENT OF LAW E	385770	100	INV	10/19/2012	96.00	CUST NO. 31164
89626	60090	FLORIDA POWER & LIGHT	SEP/OCT '12 VOL PARK	100	INV	10/19/2012	11.71	86639-39968: 16 S VOLU
89627	60090	FLORIDA POWER & LIGHT	SEP/OCT '12 GOLF MET	100	INV	10/19/2012	50.10	45975-18598: 1769 NE L
89628	60090	FLORIDA POWER & LIGHT	SEP/OCT '12 GOLF RR	100	INV	10/19/2012	46.10	16279-33961: 1769 NE L
89629	60090	FLORIDA POWER & LIGHT	SEP/OCT '12 GOLF PUM	100	INV	10/19/2012	264.48	16289-31998: 1769 NE L
89630	60090	FLORIDA POWER & LIGHT	SEP/OCT '12 GOLF CAR	100	INV	10/19/2012	910.19	26069-35985: 1769 NE L
89631	60090	FLORIDA POWER & LIGHT	SEP/OCT '12 PRO SHOP	100	INV	10/19/2012	10.33	53062-54037: 1769 NE L
89632	60090	FLORIDA POWER & LIGHT	SEP/OCT '12 GVT OL	100	INV	10/19/2012	31.59	26059-37958: 1769 NE L
89633	2624	INTERSTATE BATTERIES OF FOR	30097566	100	INV	10/19/2012	76.40	MT-65
89634	120120	LOU'S PAINT SPOT	139623	100	INV	10/19/2012	51.60	MASKING PAPER/3M ABRAS
89635	2290	WILLIAM J. NIELANDER, P.A.	459	100	INV	10/19/2012	158.25	CASE NO. P12-0734
89636	2290	WILLIAM J. NIELANDER, P.A.	456	100	INV	10/19/2012	158.25	CASE NO. P12-5492 & P1
89637	2290	WILLIAM J. NIELANDER, P.A.	458	100	INV	10/19/2012	83.25	CASE NO. P12-4999
89638	2290	WILLIAM J. NIELANDER, P.A.	457	100	INV	10/19/2012	83.25	CASE NO. P12-4705
89639	2290	WILLIAM J. NIELANDER, P.A.	439	100	INV	10/19/2012	183.00	CASE NO. P10-0745
89640	2128	ODYSSEY MANUFACTURING CO.	171732	100	INV	10/19/2012	328.50	HYPOCHLORITE SOLUTIONS
89641	2128	ODYSSEY MANUFACTURING CO.	171401	100	INV	10/19/2012	816.00	HYPOCHLORITE SOLUTIONS
89642	1259	SEARS COMMERCIAL ONE	T490988	100	INV	10/19/2012	24.99	ACCT NO. 5405530001238
89643	2439	TD EQUIPMENT FINANCE INC	OCTOBER 2012	100	INV	10/19/2012	11,772.65	LEASE #40066715-1 OCTO
89644	106	BOWLING GREEN SMALL ENGINE	24571	100	INV	10/19/2012	197.95	ELECTRIC STARTER



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

PG 9
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WARRANT: 20121005 10/19/2012

DUE DATE: 10/19/2012

VOUCHER	VENDOR	VENDOR NAME	INVOICE	PO	TYPE	DUE DATE	AMOUNT	COMMENT
89645	1535	NAPA AUTO PARTS	194868	100	INV	10/19/2012	28.49	GEAR WRREV17MM
89646	1535	NAPA AUTO PARTS	194869	100	CRM	10/19/2012	-28.49	WARRANTY
89647	190090	SMITH'S RANCH & GARDEN, INC	102054530	100	INV	10/19/2012	12.92	KEY
89648	2128	ODYSSEY MANUFACTURING CO.	171731	100	INV	10/19/2012	831.75	HYPOCHLORITE SOLUTIONS
89649	190070	SHORT ENVIRONMENTAL	12-2710	100	INV	10/19/2012	228.00	SAMPLE 09/20 & 27/12
89650	2587	PITNEY BOWES GLOBAL FINANCI	8364259-OT12	100	INV	10/19/2012	60.94	LEASE ACCT NO. 8364259
89651	2799	TEMPLE BAPTIST CHURCH	10182012	100	INV	10/19/2012	494.86	OVERPAYMENT ON ACCT 31
89652	1310	GE CAPITAL	77689290	100	INV	10/19/2012	2,668.29	BILLING ID NO. 9013620
89653	2473	KED GROUP, INC	2642	100	INV	10/19/2012	15,926.25	K-1000
89655	1484	ADVANCE COMMERCIAL CHARGE A	9127228683768	100	INV	10/19/2012	39.99	EXPANSION
89656	2757	AUTO PLUS	065310778	100	INV	10/19/2012	194.37	ENGINE INTAKE
89657	1535	NAPA AUTO PARTS	194919	100	INV	10/19/2012	37.49	CORE DEPOSIT/BATTERY
89659	40050	DESOTO AUTOMOTIVE INC	327449B	100	INV	10/19/2012	56.64	COPPER CORE SPARK PLUG
89660	2676	FLORIDA ROCK INDUSTRIES	3036143727	100	INV	10/19/2012	903.37	3000 PSI
89661	2676	FLORIDA ROCK INDUSTRIES	3036143544	100	INV	10/19/2012	858.82	3000 PSI
89662	2800	JUST JACK'S LAWMOWER REPAI	10162012	100	INV	10/19/2012	56.18	ELECTRIC SWITCH
89663	110075	KNIGHT SUPPLY	33506	100	INV	10/19/2012	113.34	PIPE/CLEANER/GLUE/SPRI
89664	110075	KNIGHT SUPPLY	33517	100	INV	10/19/2012	97.00	4" GREEN SEWER PIPE
89665	1535	NAPA AUTO PARTS	194952	100	INV	10/19/2012	52.16	CORE DEPOSIT/BATTERY
89666	1535	NAPA AUTO PARTS	195059	100	INV	10/19/2012	39.68	SHOP TOOL/FREIGHT
89667	1017	FLORIDA DEPARTMENT OF REVEN	SEPTEMBER 2012	100	INV	10/19/2012	285.73	24-8012488558-7 SEP 20
89668	2801	RENEE A GREEN	10102012	100	INV	10/19/2012	325.00	DUES & CONFERENCES REI
WARRANT TOTAL							38,763.39	

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

PG 4
apwarrnt

WARRANT: 20121006 10/23/2012

DUE DATE: 10/23/2012

VOUCHER	VENDOR	VENDOR NAME	INVOICE	PO	TYPE	DUE DATE	AMOUNT	COMMENT
89674	2775	SOUTHERN WINE & SPIRITS	10232012	100	INV	10/23/2012	260.04	BEVERAGES FOR PRO SHOP
89685	2257	PEACE RIVER DISTRIBUTING CO	00050214	100	INV	10/23/2012	5.00	BEVERAGES FOR PRO SHOP
WARRANT TOTAL							265.04	

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



10/26/2012 11:20
aahorkey

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

PG 4
apwarrnt

WARRANT: 09302012 10/26/2012

DUE DATE: 10/26/2012

VOUCHER	VENDOR	VENDOR NAME	INVOICE	PO	TYPE	DUE DATE	AMOUNT	COMMENT
89737	325	DESOTO SIGN COMPANY	11222	100	INV	10/26/2012	3,292.86	SIGNS & LETTERING
WARRANT TOTAL							3,292.86	

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



10/26/2012 14:28
aahorkey

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

PG 4
apwarrnt

WARRANT: 93012_2 10/26/2012

DUE DATE: 10/26/2012

VOUCHER	VENDOR	VENDOR NAME	INVOICE	PO	TYPE	DUE DATE	AMOUNT	COMMENT
89746	2674	CARDINAL CONTRACTORS INC	31106-08	100	INV	10/26/2012	584,760.33	WTP IMPROVEMENTS & WAT
WARRANT TOTAL							584,760.33	

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



10/26/2012 14:57
aahorkey

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

PG 10
apwarrnt

WARRANT: 20121007 10/26/2012

DUE DATE: 10/26/2012

VOUCHER	VENDOR	VENDOR NAME	INVOICE	PO	TYPE	DUE DATE	AMOUNT	COMMENT
89675	1893	ARCADIA DO-IT-BEST HARDWARE	A320900	100	INV	10/26/2012	41.28	2PK FILTER CARTRIDGE
89676	2757	AUTO PLUS	065310932	100	INV	10/26/2012	194.37	ENGINE INT
89677	10030	W & S ENTERPRISE ACCOUNT	86284	100	INV	10/26/2012	25.20	ACCT NO. 3190623500
89678	10030	W & S ENTERPRISE ACCOUNT	86283	100	INV	10/26/2012	80.51	ACCT NO. 3190623300
89679	60090	FLORIDA POWER & LIGHT	SEP/OCT '12 415OKSCH	100	INV	10/26/2012	7.84	54755-19517: 415 W OAK
89680	60090	FLORIDA POWER & LIGHT	SEP/OCT '12 BALDWIN	100	INV	10/26/2012	592.33	25256-87261: 30 S BALD
89681	60090	FLORIDA POWER & LIGHT	SEP/OCT '12 324OKSCH	100	INV	10/26/2012	9.48	24800-91236: 324 W OAK
89682	60090	FLORIDA POWER & LIGHT	SEP/OCT '12 SEWAGE P	100	INV	10/26/2012	8,188.66	24483-39941: 223 S PAR
89683	60090	FLORIDA POWER & LIGHT	SEP/OCT '12 GOLDEN	100	INV	10/26/2012	97.35	15106-36952: 1180 SW G
89686	1679	ARCADIA PRINTING,LLC	11085	100	INV	10/26/2012	21.95	RENEE GREEN STAMP
89687	106	BOWLING GREEN SMALL ENGINE	24835	100	INV	10/26/2012	13.58	PLUNGER
89688	40050	DESOTO AUTOMOTIVE INC	327481B	100	INV	10/26/2012	28.63	HYDRAULIC FITTING/G HO
89689	60090	FLORIDA POWER & LIGHT	SEP/OCT '12 HIBISCUS	100	INV	10/26/2012	47.19	35352-38921: 200 HIBIS
89690	60090	FLORIDA POWER & LIGHT	SEP/OCT '12 TRF LGTS	100	INV	10/26/2012	166.33	75897-38967: TRF LGTS
89691	60090	FLORIDA POWER & LIGHT	OCT '12_MAINE WASH R	100	INV	10/26/2012	16.61	96681-21073: 1 MAINE S
89692	60090	FLORIDA POWER & LIGHT	OCT '12 82KENTA	100	INV	10/26/2012	15.73	80929-28269: 82 KENTUC
89693	60090	FLORIDA POWER & LIGHT	OCT '12 80KENTUCKY	100	INV	10/26/2012	15.73	52645-58262: 80 KENTUC
89694	60090	FLORIDA POWER & LIGHT	SEP/OCT '12 ORANGE L	100	INV	10/26/2012	257.97	38815-93564: 1 ORANGE
89695	60090	FLORIDA POWER & LIGHT	SEP/OCT '12 TREE OF	100	INV	10/26/2012	34.05	37213-04404: 1 N DESOT
89696	60090	FLORIDA POWER & LIGHT	SEP/OCT '12 HICKORYO	100	INV	10/26/2012	22.31	11635-82172: 34 W HICK
89697	60090	FLORIDA POWER & LIGHT	SEP/OCT '12 LAKE LGT	100	INV	10/26/2012	133.87	82700-62345: 1051 W M
89698	60090	FLORIDA POWER & LIGHT	SEP/OCT '12 LK CATH	100	INV	10/26/2012	7.43	25213-93492: 1 W OAK S
89699	60090	FLORIDA POWER & LIGHT	SEP/OCT '12 STREET L	100	INV	10/26/2012	6,821.03	75847-31934: STREET LI
89700	2676	FLORIDA ROCK INDUSTRIES	3036143909	100	INV	10/26/2012	644.12	3000 PSI
89702	70010	GALL'S INC	000093914	100	INV	10/26/2012	40.57	PADDLE HANDCUFF & MAG



10/26/2012 14:57
aahorkey

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

PG 11
apwarrnt

WARRANT: 20121007 10/26/2012

DUE DATE: 10/26/2012

VOUCHER	VENDOR	VENDOR NAME	INVOICE	PO	TYPE	DUE DATE	AMOUNT	COMMENT
89703	80075	HOME OWNERS SUPPLY	228742	100	INV	10/26/2012	2.49	NAILS/SCREWS/NUTS/BOLT
89704	80075	HOME OWNERS SUPPLY	228841	100	INV	10/26/2012	17.45	SHELF BRACKET/SHELF
89705	110075	KNIGHT SUPPLY	33582	100	INV	10/26/2012	5.68	3" FLANGE GASKET
89706	1211	MAX'S WINDOW CLEANING	530279	100	INV	10/26/2012	58.82	WINDOW CLEANING
89707	130065	MEYER RADIATOR SERVICE	101064	100	INV	10/26/2012	480.00	SAND BLAST & WELD RUST
89708	1535	NAPA AUTO PARTS	195201	100	INV	10/26/2012	7.39	DOOR HANDLE
89709	1535	NAPA AUTO PARTS	195069	100	INV	10/26/2012	7.69	NAPAGOLD OIL FILTER
89710	1535	NAPA AUTO PARTS	195071	100	INV	10/26/2012	22.63	GREASE HOSE
89711	1535	NAPA AUTO PARTS	195070	100	INV	10/26/2012	11.99	CLAMP
89712	1535	NAPA AUTO PARTS	194982	100	INV	10/26/2012	8.64	OIL PRESSURE LIGHT SWI
89713	1535	NAPA AUTO PARTS	195057	100	INV	10/26/2012	17.94	STT LAMP
89714	2523	PNC EQUIPMENT FINANCE, LLC	4205034	100	INV	10/26/2012	123.74	LEASE NO. 139552000
89715	2523	PNC EQUIPMENT FINANCE, LLC	4205033	100	INV	10/26/2012	6,727.20	LEASE NO. 139550000
89716	190016	SAFETY PRODUCTS INC	038740	100	INV	10/26/2012	75.75	SIGN
89717	190070	SHORT ENVIRONMENTAL	12-2659	100	INV	10/26/2012	225.00	SAMPLE 10/8,9/12
89718	190073	SIRCHIE FINGERPRINT LAB	0098119-IN	100	INV	10/26/2012	72.71	SYRINGE COLLECTION TUB
89719	190090	SMITH'S RANCH & GARDEN, INC	102054903	100	INV	10/26/2012	2.98	KEY
89720	328	SPECTRA ASSOCIATES, INC.	32179-E	100	INV	10/26/2012	237.20	HERITAGE LOOSE-LEAF RE
89721	278	SUNSTATE METER & SUPPLY, INC	29891	100	INV	10/26/2012	340.91	REGISTER
89722	1666	STAPLES BUSINESS ADVANTAGE	8023286905	100	INV	10/26/2012	326.00	SUMMARY INV 8023286905
89723	2477	STATE OF FLORIDA	23-0068	100	INV	10/26/2012	10.10	SEPTEMBER 2012 - SUNCO
89724	190169	STATE INDUSTRIAL PRODUCTS	95929639	100	INV	10/26/2012	228.71	ZERO IN WAS WASP & HOR
89725	1686	EASY PICKER GOLF PRODUCTS, I	0045465-IN	100	INV	10/26/2012	94.29	BUSHING/AXLE SPACER/WH
89726	180003	R & R PRODUCTS, INC.	CD1616307	100	INV	10/26/2012	106.70	APRON-TYVEK BIB BOX/10
89727	230045	WESTERN AUTO ASSOC STORE	10065137	100	INV	10/26/2012	39.98	1-FONE REC CONTRL/TELE



10/26/2012 14:57
aahorkey

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

PG 12
apwarrnt

WARRANT: 20121007 10/26/2012

DUE DATE: 10/26/2012

VOUCHER	VENDOR	VENDOR NAME	INVOICE	PO	TYPE	DUE DATE	AMOUNT	COMMENT
89728	230045	WESTERN AUTO ASSOC STORE	10065091	100	INV	10/26/2012	15.99	INK
89729	190207	SUNCOAST FORMS & SYS INC	332867	100	INV	10/26/2012	636.25	UTILITY BILLS
89730	190207	SUNCOAST FORMS & SYS INC	332861	100	INV	10/26/2012	115.23	METER READING CARD
89732	40050	DESOTO AUTOMOTIVE INC	327630B	100	INV	10/26/2012	4.26	MATERIAL
89734	2128	ODYSSEY MANUFACTURING CO.	172080	100	INV	10/26/2012	360.75	HYPOCHLORITE SOLUTIONS
89735	190070	SHORT ENVIRONMENTAL	12-2742	100	INV	10/26/2012	78.00	SAMPLE 10/04/2012
89736	190070	SHORT ENVIRONMENTAL	12-2741	100	INV	10/26/2012	84.00	SAMPLE 10/1-3/2012
89738	226	GUARDIAN EQUIPMENT, INC.	12972R	100	INV	10/26/2012	62.20	3/4" PVC/PUMP INSERTS
WARRANT TOTAL							28,132.79	

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



Pd. \$25.00
11/2/12

FAXED TO PD
11/2/12

ITEM # 5

City of Arcadia SPECIAL EVENT PERMIT APPLICATION

Date Submitted: 11/1/12
 Event Name "Off the Hook: Extreme Catches" Filming Event with 4-5 person crew (Animal Planet)
 Event Location Various, City of Arcadia
 Date(s) of Event 11/4/12 - 11/7/12 Hours of Event 8:00 am to 5:00 pm
 Expected Attendance 4 to 5 crew members, including host
 Event Sponsor Part 2 Pictures Non-Profit? YES NO
 Description of Event Part 2 Pictures will be filming with a small documentary television crew of 4-5 individuals, in various locations in the city of Arcadia. The crew will comply with all ordinances, and in no way impede traffic or business of any kind. We have signed permission from private property owners.

Contact Person Nate Cohen Telephone (609)703-2071
 Fax # n/a Email natecohen0011@gmail.com
 Insurance Carrier MIB Insurance
 Insurance Agent Edgar Sandoval Agent's Phone 310-802-627

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

If Yes, please specify locations: _____

Other Pertinent Information: We are a small mobile unit, carry all of our own equipment, and require no special assistance of any kind.

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

Received by: D. Haas Date: 11/1/12
 City Marshal Approved Disapproved
 City Administrator Approved Disapproved
 City Council Approved Disapproved

Pd. \$25.00
Event Fee

INDEMNIFICATION & HOLD HARMLESS

I, Nate Cohen, as Production Assistant of
(Printed Name) (Title or Office Held)

Part 2 Pictures, do hereby agree to hold the City of Arcadia,
(Club, organization, group, etc)

its agents and employees, harmless and indemnify same from any civil actions or claims of any nature made in connection with the event known as the "Off the Hook" Episode shoot to

be held at 112 W. Oak Ave and surrounding on 11/4/12 - 11/11/12
(Location) (Date)
public sidewalks of Arcadia, FL (Name of Event)

By: [Signature]
(Signature)

Printed Name: NATE COHEN

Entity Name: PART 2 PICTURES

Its: N/A

Date: 11/1/12

STATE OF FLORIDA

COUNTY OF DeSoto

Sworn to and subscribed before me this 1st day of Nov., 2012 by
NATE COHEN, as Production Asst of PART 2 Pictures
who is personally known to me or () has produced _____ as identification.

Virginia S. Haas
NOTARY PUBLIC

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/01/2012

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

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

PRODUCER MIB Insurance Services (CA License 0C84298) 111 N Sepulveda Blvd Suite 245 Manhattan Beach CA 90266		CONTACT NAME: Edgar Sandoval PHONE (A/C, No, Ext): 310 775 9020 FAX (A/C, No): 310 374 2305 E-MAIL ADDRESS: certificate@mediainsurance.com	
INSURED PART 2 PICTURES, LLC 302 Butler St Brooklyn, NY 11217		INSURER(S) AFFORDING COVERAGE INSURER A: FIREMANS FUND INSURANCE COMPANY INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 3731-146

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO JECT <input type="checkbox"/> LOC	X		XXC 80474661	05/24/2012	05/24/2013	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	X		XXC 80474661	05/24/2012	05/24/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	UMBRELLA LIAB EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	X		XAU 48544472	05/24/2012	05/24/2013	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A				WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Third Party Property Damage Miscellaneous Equipment	X		MPT 07110997	05/24/2012	05/24/2013	Limit: \$1,000,000 Ded:\$1,500 Limit: \$2,000,000 Ded:\$2,500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
The Certificate Holder is Noted as Additional Insured/ Loss Payee as their rights and interests may appear in the production: "Off the Hook: Extreme Catches in CA aka Fishing America, Series"

CERTIFICATE HOLDER

VIRGINIA S. HASS, CMC CITY RECORDS
CITY OF ARCADIA
23 N. Polk Ave.
Arcadia, FL 34266

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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SPECIAL EVENTS

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

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

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

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

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

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

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

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

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

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

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

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

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



Signature of Applicant/Event Sponsor

Nathan Cohen

PRINTED Name of Above

11/1/12

Date

~~609-703-2071~~ 609-703-2071

Contact Phone #

*** REQUESTING WAIVER OF FEES ***

ITEM #6
TO PD
11/2/12



**City of Arcadia
SPECIAL EVENT PERMIT APPLICATION**

Date Submitted: 11/2/12
 Event Name CAR SHOW
 Event Location OAK & POLK
 Date(s) of Event 1-19-13 Hours of Event 5-9 Pm
 Expected Attendance 50
 Event Sponsor TEAM ARCADIA Non-Profit? YES NO
 Description of Event CAR SHOW - OAK + POLK

Contact Person John Super Telephone (863) 494 1627
 Fax # _____ Email JCSUPER70@GMAIL.COM
 Insurance Carrier DESOTO INSURANCE AGENCY
 Insurance Agent _____ Agent's Phone 863 494 2242

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

If Yes, please specify locations: _____

Other Pertinent Information: _____

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

Received by: V. Han Date: 11/2/12
 City Marshal _____ Approved _____ Disapproved _____
 City Administrator _____ Approved _____ Disapproved _____
 City Council _____ Approved _____ Disapproved _____

INDEMNIFICATION & HOLD HARMLESS

I, John Super, as President of TEAM ARCADIA, do hereby agree to hold the City of Arcadia, its agents and employees, harmless and indemnify same from any civil actions or claims of any nature made in connection with the event known as the CAR SHOW to be held at BAK ST on 1/19/13

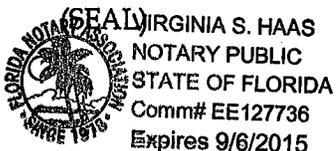
By: John Super
Printed Name: John Super
Entity Name: TEAM ARCADIA
Its: President
Date: 11/2/12

STATE OF FLORIDA

COUNTY OF DeSoto

Sworn to and subscribed before me this 2nd day of Nov., 2012, by John Super as President of TEAM ARCADIA who is personally known to me or [] has produced _____ as identification.

Virginia S. Haas
NOTARY PUBLIC



SPECIAL EVENTS

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

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Flea Markets	Expo's	Tent Sales
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Concerts	Car Shows	Boat Shows
Battles of the Bands	Fireworks Displays	Public Gatherings

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- c. Any special or unusual circumstances (cooking, alcoholic beverages, wildlife, fireworks, carnival type rides, outdoor music, etc.)
- d. Indicate whether additional electric service will be required, and if so where.
- e. Whether streets will be closed, or barricades erected.
- f. Include details of traffic control, emergency access and parking arrangements.
- g. Describe the provisions made for collection of trash, garbage & recycling.

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

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

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

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

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

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

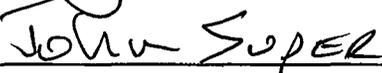
USE OF CITY PERSONNEL - If city personnel are used for set-up or clean-up, or for security, outside of normal work hours, it will be the responsibility of the event sponsor to pay the salary of those personnel for the time they spend on the event.

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

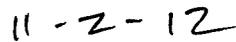
- I have read and agree to abide by the terms and conditions set forth above,
- that I will be designated as the (sole) contact person for the event,
- that I will be responsible for applying for and attaching all required permits and documentation, and
- that I am responsible for any fees which may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



Signature of Applicant/Event Sponsor



PRINTED Name of Above



Date



Contact Phone #

ITEM # 7

Virginia Haas

From: J Jankosky

Sent: Tuesday, October 30, 2012 10:21 AM

To: Virginia Haas

Subject: agenda

Council needs to appoint someone for the United Way of Desoto and Manatee County and 211 Leadership Council.

Dr. Goodman said she was going to email me some info. I'll forward when I get it.

Judi

10/30/2012

ITEM # 8

Virginia Haas

From: J Jankosky
Sent: Tuesday, October 30, 2012 7:53 AM
To: Virginia Haas
Subject: FW:

Judi

From: k keene
Sent: Tuesday, October 30, 2012 6:42 AM
To: J Jankosky
Subject:

Judi,

As you know, I am not able to continue representing the City on the BOCC Economic Development Advisory Committee. I asked Mandy Hines to verify the qualification for our representative to this committee. Please see her response below. I would like to add this to our next council agenda for discussion.

Thank you.

Hello Keith,

Mr. Conn concurs that the language does not require appt. of an elected official. I have pasted that section of the Resolution in this email in the event it is helpful!

- (a) **Qualifications.** Each member shall be a resident of DeSoto County; shall possess an outstanding reputation for civic pride, integrity, responsibility and business or professional ability; and shall have no current financial interest, direct or indirect, in any of the County's economic development programs or projects. The membership of the Advisory Committee shall be comprised of the following: One (1) member appointed by the County Commission, One (1) member appointed by the City Council, One (1) member appointed by the DeSoto County Chamber of Commerce, One (1) member representing the education sector, One (1) member representing the banking industry, two (2) members representing the private sector agricultural industry, and the remaining seats shall represent the private business sector. Members shall serve staggered two (2) year terms, upon expiration of current terms.

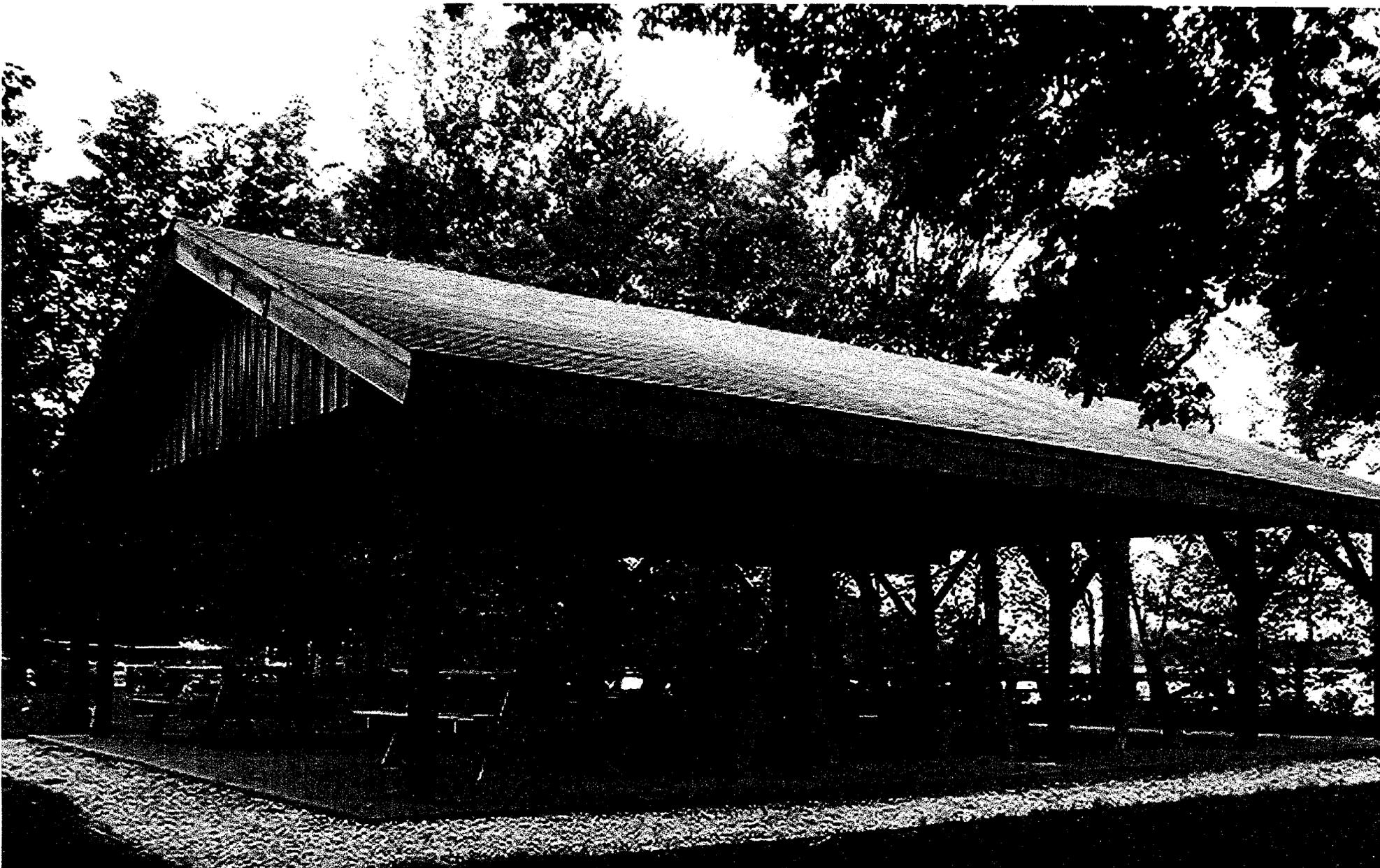
10/30/2012

Membership of the Central Florida Regional Planning Council

The Central Florida Regional Planning Council meets on the second Wednesday of each month. Time and location are determined each month for the next meeting. Agendas are available two weeks prior to the meetings. Council members will receive meeting materials one week prior to the meetings. If you have any questions, please contact Kathryn Hall at 863-534-7130 X129 or KHall@CFRPC.org.

Council Member and Position	Executive Committee Member	Date Appointed	Elected or Non-Elected Official
W. Patrick Huff, Chairman Bartow City Commission	Yes	11/00	Elected
Minor Bryant, Vice Chairman Hardee County Commission	Yes	12/04	Elected
Barbara Stewart Highlands County Commission	Yes	1/11	Elected
Keith Keene Arcadia City Council	No	08/11	Elected
Buddy Mansfield DeSoto County Commission	Yes	12/08	Elected
Jacqueline Tucker DeSoto County Gubernatorial Appointee	Yes	8/00	Non-Elected
Patrica Detwiler Wauchula City Council	No	08/11	Elected
Andrew J. Falls Sebring City Council	No	4/12	Elected
Linda Pilkington Polk County Gubernatorial Appointee	No	5/09	Non-Elected
Dr. Marshall Goodman Polk County Gubernatorial Appointee	No	5/09	Non-Elected

Chet Huddleston Hardee County Gubernatorial Appointee	No	2/12	Non-Elected
Pete Chichetto Winter Haven City Commission	No	11/10	Elected
Andy Tuck Highlands Gubernatorial Appointee and School Board Member	No	5/09	Non-Elected
Edith Yates Lakeland City Commission	Yes	2/11	Elected
Clayton Williams Okeechobee City Council	Yes	2/07	Elected
Todd Dantzler Polk County Commission	No	12/10	Elected
Bryant Culpepper Okeechobee County Commission	Yes	12/10	Elected
Elvie Posey Okeechobee County Gubernatorial Appointee	Yes	2/12	Non-Elected



**Similar Pavilion, we will have a green metal roof
and shrubs under the eaves 32 X 40**

Background.

City Council Packet info from the Friends of Arcadia Airport, Inc.
November 6th, 2012

AOPA, Aircraft Owners & Pilots Association, sponsors an “**Airport Support Network**” which has local airport representatives in place. George Chase is that representative.

The goal of the ASN is to “*Promote, Protect, and Defend America's Community Airports*”
<http://www.aopa.org/asn/>

The Friends of Arcadia Airport, Inc. was formed to be a part of that effort. Events that we will be involved in will have a national media outlet through the AOPA website <http://www.aopa.org> and many online events calendars as well as local newspapers.

The newly formed Friends of Arcadia Airport, Inc. is a not for profit Florida Corporation and has applied for 501 (c) (3) tax exempt status from the IRS. We currently have 30 members and now that we are going public will open up our membership to members of local civic groups as well as the Economic Development Council, the Chamber of Commerce and anyone interested in working with us.

Most of our members have been involved with the airport through Aviation Day events over the last three years. They understand the positive effect that a General Aviation Airport has on a Community and want to help improve our airport.

Members of the community have made suggestions to those of us directly involved with Aviation Day about the need for a community Pavilion that would allow for civic groups to meet outside under cover. This effort is a direct response to that suggestion.

We are working to fund this project through sponsorships and it will cost the Taxpayers of the City of Arcadia nothing. We might need some assistance from the City Administrator in securing the proper permits.

We hope we can count on you to support us in this effort to have a positive impact on our airport and our community by allowing us to work to make this “**gift**” happen for the City of Arcadia.

Thank you,

The Friends of Arcadia Airport, Inc.

**Friends of Arcadia Airport, Inc.
Arcadia, Florida**

Mission Statement

The Friends of Arcadia Airport is a not for profit group of citizens organized exclusively for charitable, educational and support purposes including the making of distributions to organizations that qualify as exempt organizations under section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code. Our mission is to support and promote Arcadia Airport as well as local charities. Such purposes include but are not limited to:

- A. Raise public awareness of Arcadia Airport's benefits to DeSoto County.**
- B. Organize and support airport events that help increase public awareness of its facilities and services.**
- C. Financially support local charities.**
- D. Financially support local pilot facilities and needs.**
- E. Support General Aviation through educational programs and events.**
- F. Fly-ins, pancake breakfasts, aviation seminars, free ground schools for student pilots, aviation exhibits, tenant appreciation cook outs and the like.**

State of Florida



Department of State

I certify from the records of this office that FRIENDS OF ARCADIA AIRPORT, INC. is a corporation organized under the laws of the State of Florida, filed on October 5, 2012.

The document number of this corporation is N12000009533.

I further certify that said corporation has paid all fees due this office through December 31, 2012, and its status is active.

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

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this the
Eighth day of October, 2012



CR2EO22 (1-11)

Ken Detzner

Ken Detzner
Secretary of State



MEMORANDUM

TO: Arcadia City Council

FROM: Judi Jankosky, City Administrator 

DATE: October 22, 2012

SUBJECT: Airport Lighting Grant

COMMENTS: Our consultants and I had several meetings with the Florida Department of Transportation regarding the lighting project which is a very serious need for the Arcadia Airport. In agreement, FDOT suggested a program of the \$600,000 grant in installments as follows:

12/13 \$25,000,
13/14 \$115,000,
14/15 \$115,000,
15/16 \$115,000
16/17 \$115,000 and
17/18 \$115,000.

However, FDOT funds were severely cut and FDOT will not be able to program the installments as predicted. City Council had approved accepting the Phase II fence grant in the amount of \$163,000. Speaking to our airport consultants, the advisory committee and FDOT, getting the lights operational is more of a priority than additional fence at this time. If we were to switch the fence project for the lighting project FDOT would be able to provide us \$180,000 toward the lighting project; however, the remainder of the cost (\$420,000) would not be reimbursed until the 2017/2018 FDOT fiscal year (approx. August 2017). The initial \$180,000 grant would put us in a "loan" situation around July/August 2013.

The City has three options:

Do not reconstruct the lighting system. This is not advised as the lights are hit and miss as to when they will operate causing pilots to divert to another airport at night and lights are a very important component of an airport. The electric wire is direct burial from over 20 years ago that the rain, ants and underground vermin has taken its toll on. There appear to be shorts in the wires that, if we are lucky, throws the breaker but has at times caused the electric panel to overheat and smoke.

Reconstruct the lights and take an interest only loan from SeaCoast for the \$420,000. The interest rate will be approximately 3%. The interest on \$420,000 each year would be approximately \$12,600 that the airport would have to carry for years ending June 2014, 15, 16, and 17 with the \$420,000 being received in approximately August 2017. This arrangement would cost the airport approximately \$50,400 in interest.

Reconstruct the lights and borrow the \$420,000 from the general fund (CD's). Several CD's matured in the past few weeks and are available to help fund the project. There is approximately \$800,000 in CD's receiving on average 0.25%. If the airport were to pay 0.5% interest on these funds it would save considerable money while allowing the city to benefit at a higher interest rate than it is currently receiving. This arrangement would cost the airport approximately \$8,400 in interest.

**CITY OF ARCADIA MUNICIPAL AIRPORT
AVIATION LEASE AND OPERATING AGREEMENT**

CITY OF ARCADIA, FLORIDA

THIS LEASE AND OPERATING AGREEMENT (the "Agreement") is made and entered into on this ____ day of _____, 2012, by and among the City of Arcadia, Florida, a Florida municipal corporation, (the "City"), and Rickey Hilton, ("Hilton").

RECITALS

WHEREAS, the City owns and operates the Arcadia Municipal Airport (the "Airport") in the City of Arcadia, County of DeSoto, Florida; and

WHEREAS, Hilton desires to establish a Specialized Aviation Service Operation (SASO) of an aircraft airframe, powerplant and engine/accessory repair and maintenance shop at the Airport; and

WHEREAS, the City wishes to encourage the establishment of the operations sought by Hilton at the Airport and believe such operations will assist the Airport in accommodating general aviation.

NOW THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, the parties agree as follows:

**ARTICLE I
TERM**

The term of this lease shall be for a period of one (1) year, commencing on the ____ day of _____, 2012. Hilton shall have the option to extend the term of this Agreement, exercisable upon ninety (90) days' written notice to the City prior to the then-applicable termination date. The term shall automatically expire on the ____ day of _____, 2013, unless earlier terminated under the provisions of this Agreement or unless extended at the option of Hilton. Any such extension shall be upon the same terms and conditions as are contained in this Agreement, with the exception of the established rental rate.

**ARTICLE II
LEASED PREMISES**

City hereby leases to Hilton the following portions of the Hanger F, unit 3 (the "Premises") further described as follows:

Hanger F, Unit 3 and an area of land as described by attached sketch

For purposes of this Agreement, the term "Premises" shall include the right of ingress and egress for both vehicles and aircraft and all fixtures built or existing as part of the Hanger F-3 as of the commencement of this Agreement. Further, for purposes of this Agreement, the term "Premises" shall include leasehold improvements constructed by Hilton pursuant to Article VIII of this Agreement.

ARTICLE III APPROVAL OF SPECIALIZED AVIATION SERVICE OPERATION

The City hereby approves the establishment by Hilton of a Specialized Aviation Service Operation ("SASO") at the Airport. Such SASO shall be as detailed in this Agreement, but generally shall involve an aircraft repair, maintenance and inspection operations.

ARTICLE IV PAYMENTS

A. Payments and Fees:

In consideration of the rights and privileges granted by this Agreement, Hilton agrees to pay to the City during the term of this Agreement the following:

1. **Payments:** The base annual lease rent shall total \$5,199.96 for the first year following the commencement of this Agreement. Such rent shall be paid monthly in advance, in the amount of \$433.33, plus applicable sales tax for the Premises, with the first payment to be made on or before the first day of _____, 2012, and a like payment to be made on or before the first day of each month thereafter during the term of this Agreement. Such base annual lease rent shall be adjusted every year on the anniversary date of this Agreement based on the increase or decrease in the Consumer Price Index for the intervening period of time or three percent (3%), whichever is less. The rate of such increase or decrease will be determined using the standard formula set forth by the Department of Labor and Statistics and shall be based upon the Consumer Price Index for All Urban Consumers.

B. Delinquency Charge: A delinquency charge of five percent (5%) per month shall be added to payments required by Paragraphs A.1., above, which are rendered more than ten (10) days delinquent.

C. Place of Payment: All payments due to the City from Hilton shall be delivered to City of Arcadia, 23 N. Polk Ave., Arcadia, FL 34266.

D. Disputes: In the event that any dispute may arise as to rental payments or payment of the percentage of gross receipts, the amount claimed due by the City shall be paid forthwith and the dispute shall be submitted to a certified public accountant, agreeable to both parties, who shall determine the rights of the parties hereunder in conformity with generally accepted accounting principles. The fees due said accountant for such service shall be paid by the unsuccessful party, or in the event the determination is partially in favor of each party, the fee shall be borne equally by the parties.

E. Fees Payable to Other Parties:

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1. Taxes: Hilton shall be responsible for any taxes assessed upon the property and improvements thereto, for each year the lease is in effect or pro-rata portion thereof. Hilton shall pay all taxes for both real and personal property that may be levied and assessed by any governmental agency upon the leased premises, including, but not limited to, Ad-Valorem and Solid Waste assessments. Failure to pay said taxes shall constitute a breach of this Agreement and be cause for either the City to declare an immediate default.

2. Utilities: Hilton and City agree the average electric bill in 2011 for all three units of Hanger F for the past six months was \$28.18. Any electric bill over \$28.18 for Hanger F during the term of this lease will be billed to Hilton and due on a monthly basis. Hilton and City also agree the average water usage has been 11 gallons a day for the past six months for all three units in Hanger F which is minimal. Hilton will be billed for any usage which will be due on a monthly basis. It is expressly understood by Hilton that electric and water used by Hilton will be paid by Hilton. If any other commercial uses commence using the water or electric from the same meter, a proportionate share of the use will be determined at that time.

ARTICLE V RIGHTS AND OBLIGATIONS OF Hilton

A. Services: A Specialized Aviation Service Operator (SASO) provides aircraft airframe, powerplant and engine/accessories repair and maintenance, and inspections, as well as supplying parts for these operations. Hilton is responsible to provide those services, that he, his employees, and sub-contractors are certificated, rated or authorized by the FAA to perform.

B. Insurance Coverage: Hilton shall obtain and maintain continuously in effect at all times during the term of the Agreement, at Hilton's sole expense, insurance with total limits in an amount not less than the amounts prescribed by the City insurance advisor and further described in Article X below.

C. Authorized Services: Hilton may use the leased premises for the repair, maintenance and inspections of aircraft in accordance with FAA certificates, ratings or authority held by him, his employees and sub-contractors. Hilton may not as part of this Agreement or as part of his operations at the Airport (i) lease or otherwise authorize aircraft tie-down space on a temporary or permanent basis outside of the leased area; and or (ii) sell oil, fuel, or lubricants not associated with repair, maintenance or inspection work performed by Hilton. Nothing herein shall preclude Hilton from storing aircraft, aircraft components, or aircraft ground handling equipment on the leased premises. It is understood by Hilton that no hazardous operations as outlined in NFPA 409.8.9 will be conducted in hangar F-3 which would change the classification from a group III to a group II, as those terms are defined in the National Fire Protection Association Codes and Standards. These hazardous operations include, but are not limited to fuel transfer, welding, torch cutting, torch soldering, doping and spray painting.

D. Rules and Regulations: At all times, Hilton shall abide by the rules and regulations of the Federal Aviation Administration and all other applicable regulations imposed by the City, as owner of the Airport, and/or any governmental authority, including, but not limited to, the County of DeSoto, the State of Florida, and the United States of America. Hilton

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shall abide by those all such rules and regulations as they exist on the date of commencing this Agreement and as modified and amended from time to time thereafter.

E. Interference/Hazard: Hilton expressly agrees for itself, its successors, and assigns to prevent any use of the Premises which would interfere or adversely affect the operation or maintenance of the airport, or otherwise constitute an airport hazard.

F. Height Restrictions: Hilton expressly agrees for himself, his successors, and assigns to restrict the height of all structures, objects of natural growth, and other obstructions on the Premises to such a height so as to comply with Federal Aviation Administration regulation, Part 77 and all other applicable Federal Aviation Administration standards.

G. Care of Petroleum Products: Hilton shall handle, use, store and dispose of petroleum products, and all other materials (including hazardous materials) owned or used by him on the Airport in accordance with all applicable federal, state, local and Authority statutes, regulations, rules, and ordinances. Should such materials be spilled or escape from storage or in any way contaminate the Airport or property adjacent to the Airport through activities of Hilton, Hilton shall be responsible for the clean up, containment, and otherwise abatement of such contamination at Hilton's sole cost and expense. Further, Hilton shall notify the City, and all appropriate governmental agencies of such occurrence immediately. Should Hilton fail to do so, the City may take any reasonable and appropriate action in Hilton's stead. The cost of such remedial action by the City shall be paid by Hilton. City reserves the right to view any manifests, receipts, records or chains of custody related to the handling, use, storage and disposal of petroleum products and all other materials (including hazardous material) owned by or used by Hilton.

H. Care of Waste, Waste Water and Other materials: Hilton shall cause no waste, waste water or any other materials to be released on the ground or in the storm sewer at the Airport or property adjacent to the Airport through activities of Hilton, Hilton shall be responsible for the cleanup, containment, and otherwise abatement of such contamination at Hilton's sole cost and expense. Further, Hilton shall notify the City, and all appropriate governmental agencies of such occurrence immediately. Should Hilton fail to do so, the City may take any reasonable and appropriate action in Hilton's stead. The cost of such remedial action by the City shall be paid by Hilton.

I. Hilton will not allow any hazardous substances including without limitation, any and all pollutants, wastes, flammables, explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances and all other materials defined by or regulated under any Environmental law, including those defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), 42 U.S.C. § 9604 (14), pollutants or contaminants as defined in the Resources Conservation and Recovery Act ("RCRA"), 42 U.S.C. § 6903 (5), or other similar applicable Federal or State Laws or regulations, to be generated, released, stored, or deposited over, beneath, or on the Premises or on any structures located on the Premises from any source whatsoever. Hilton further covenants to hold City harmless from all claims, demands, damages, fines, costs, cleanup, attorney's fees, and court costs arising from Tenant's discharge (either intentional or accidental) of such matters.



**ARTICLE VI
APPURTENANT PRIVILEGES**

A. Use of Airport Facilities: Hilton shall be entitled, in common with others so authorized, to the use of all facilities and improvements of a public nature which now are or may be connected with or appurtenant to the Airport, including the use of landing areas, runways, taxiways, navigational aids, terminal facilities and aircraft parking areas.

B. Maintenance of Airport Facilities: Air-Cadia and the City shall remain responsible pursuant to their separate agreement for the general maintenance of all public and common or joint areas of the Airport, including the Air Operations Area, in good repair, and shall make such repairs, replacements or additions thereto as are required and necessary for the safe and efficient operation of the Airport.

D. Signs: Hilton may keep and maintain one (1) sign no larger than 32 sq. ft. at the entrance normally used by occupants of the area in which the leased premises are located designating the business being operated thereon. All signs, and placement thereof, must comply with applicable requirements as set forth in applicable city, county, and state regulations.

**ARTICLE VII
RESERVED RIGHTS OF THE CITY**

A. Non-Exclusive Rights: Notwithstanding anything herein contained that may be, or may appear to be, to the contrary, it is expressly understood and agreed that the rights granted under this Agreement are non-exclusive, and the City herein reserves the right to grant similar privileges to another operator or operators on other parts of the airport.

B. Reservation of Right-of-Way: The City does hereby reserve unto themselves, their successors and assigns, for the use and benefit of the public, the use of airspace for the public above the Premises, together with the right of flight for the passage of aircraft in the airspace above the Premises, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation or flight in the said airspace, and for use of said airspace for landing on, taking off from or operating on or about the Airport. In addition, the City reserves a general easement over, under, and across the Premises. The City, through their respective officers, agents, servants, or employees, shall have the full and unrestricted right to enter the Premises for the purpose of doing any and all things which party is authorized or required to do under the terms of this Agreement or for the purpose of performing governmental functions under federal, state, or local rules, regulations, and laws, including, but not limited to, necessary and proper inspections under applicable health, mechanical, building, electrical, plumbing, and fire codes, or other health, safety, and general welfare regulations enforced pursuant to the City's police powers. Additionally, Lessee's rights hereunder shall be subject to all existing and future utility easements and rights-of-way granted by the City for the installation, maintenance, inspection, repair, or removal of facilities owned or operated by electric, gas, water, sewer, communication, or other utility companies and to all rights of such utility companies under ordinance or statute to utilize publicly owned property in

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providing utility service; provided however, such utility easements shall not unreasonably or unnecessarily interfere with Hilton's proper use, development, and maintenance of the Premises. Such inspections shall be undertaken only at reasonable times.

C. **Reserved Rights of Development:** The City at its sole discretion reserves the right to further develop or improve the aircraft operating area of the Airport as it sees fit and to take any action it considers necessary to protect the aerial approaches of the Airport against obstructions, together with the right to prevent Hilton from erecting or permitting to be erected, any building or other structure on the Airport which, in the opinion of the Lessor would limit the usefulness of the Airport or constitute a hazard to aircraft.

ARTICLE VIII LEASEHOLD IMPROVEMENTS

A. **Improvements:** Hilton agrees to assume possession of the Premises "as is" and agrees that City shall have the right to improve premises and make any repairs.

1. Any repairs or improvements needed to comply with any applicable fire codes, Occupational Safety and Health Administration regulations, building codes, plumbing codes, electrical codes, health codes and safety codes for use as a general storage hangar will be the responsibility of the City. Should City elect not to make the repairs or improvements necessary to comply with these aforementioned codes and regulations, Hilton shall have the right to terminate this agreement as provided in Article XV (A)(4).
2. Any repairs or improvements needed to comply with any applicable fire codes, Occupational Safety and Health Administration regulations, building codes, plumbing codes, electrical codes, health codes or safety codes arising from the commercial use of the hangar as a maintenance facility by Hilton will be the responsibility of Hilton. Should Hilton elect not to make the repairs or improvements necessary to comply with these aforementioned codes and regulations, City shall have the right to terminate this agreement as provided in Article XV (B) (1).

B. **Hilton's Improvement:** Hilton may make improvements to the Premises pursuant to the following:

1. All contractors doing work on the Premises must be licensed by the County of DeSoto or be registered or certified by the State of Florida. Appropriate permits must be obtained from the City and/or the County of DeSoto, prior to commencement of any building, electrical, or plumbing work on the leased premises. A clearance must also be obtained from the DeSoto Fire Department and DeSoto County Health Department, if applicable.

2. All improvements are to be submitted to the City Administrator for review and approval prior to any construction activities being undertaken.

3. It is agreed and understood that all permanent structures and leasehold improvements undertaken pursuant to this provision shall become the sole and exclusive property of the City upon the termination of this Agreement.

4. The City's title and interest in the leased premises shall not be liable for or subject to liens arising out of any improvements on the property. Hilton, its heirs or assigns shall notify all contractors, subcontractors, materialmen, mechanics, laborers, and others who perform any work, labor or services or who finish any material, or otherwise participate in the improvements to the property that Hilton has no power to subject the City's interest to any claim for contractors', materialman's, or laborer's liens, or for any other lien, mortgage or encumbrance.

5. If any permanent leasehold improvements shall be damaged or destroyed, then Hilton shall repair or replace the same, returning them to pre-damage condition, within a reasonable period of time.

6. Hilton is hereby granted the right to make reasonable improvements located on the Premises as from time-to-time it shall desire to make, provided however, that said alterations requiring a building permit must be approved in advance in writing by the City, which approval shall not be unreasonably withheld.

7. Hilton understands and agrees that the hanger in which maintenance and repair work is being performed from is a shared hanger of three (3) units and any damages arising to aircraft and articles stored in the other hangers from Hilton's operation will be the sole responsibility of Hilton.

ARTICLE IX MAINTENANCE

Hilton agrees to properly maintain the leased Premises, shall keep the grounds and building in a safe, neat, and presentable condition, and shall not suffer or permit waste or deterioration of the Premises. Hilton and the City hereby acknowledge that they have inspected the Premises described herein, and Hilton accepts them in their present condition, without warranties of any kind from the City as to the suitability or safety of the Premise for its intended use.

ARTICLE X INSURANCE

A. Required Insurance: Hilton shall obtain and maintain continuously in effect at all times during the term of this Agreement, at Hilton's sole expense, the following insurance:

1. Commercial General Liability: Hilton shall maintain a policy for liability insurance which shall include bodily injury, personal injury and property damage for all premises. Coverage shall be per occurrence to protect the City against claims for injury or death to persons and damage to property while on or about the leased premises in the minimum amount of One Million (\$1,000,000.00) combined single limits for bodily injury, personal injury and property damage. The City shall be an additional insured on any such policy.

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2. Hangerkeeper's Liability. Hilton shall maintain a policy for hangerkeeper's liability to include property damage for all non-owned aircraft under the care, custody and/or control of the Operator as follows:

HANGERKEEPER'S LIABILITY – Largest Aircraft Accommodated		
SE Piston Group I	Each Aircraft	\$250,000
	Each Occurrence	\$500,000
ME Piston Group I	Each Aircraft	\$500,000
	Each Occurrence	\$1,000,000
Turboprop Group I	Each Aircraft	\$1,000,000
	Each Occurrence	\$2,000,000
Turboprop Group II	Each Aircraft	\$2,000,000
	Each Occurrence	\$4,000,000

3. Certificate of Insurance: A Certificate of Insurance, evidencing the coverage stated above, shall be delivered to the City at least ten (10) days prior to Hilton taking possession of the Premises. This certificate shall also provide that the City shall each receive written notification directly from the insurer at least thirty (30) days in advance of any cancellation or lapse of such insurance.

4. Insurance/Hold Harmless: Hilton shall protect and save the City harmless from any and all liability arising out of any act, omission, or negligence, or alleged act, omission, or negligence, of any officer, agent, employee, licensee, or invitee of Hilton. Hilton shall indemnify and save the City harmless from any costs, loss, damage, or expense arising out of or in connection with any accident causing death or injury to any person, or damage to any property on the leased premises, arising out of Hilton's use of the Premises.

5. Notice: The City and Hilton mutually agree to notify the parties hereto in writing as soon as practicable of any claim, demand, or action arising out of an occurrence covered hereunder of which each has knowledge or becomes aware, and each shall cooperate in the investigation and defense thereof.

**ARTICLE XI
HILTON AS INDEPENDENT CONTRACTOR**

In conducting its business hereunder, Hilton acts as an independent contractor and not as an agent of the City. The selection, retention, assignment, direction, and payment of Hilton's employees, vendors and sub-contractors, shall be the sole responsibility of Hilton, and the City shall not attempt to exercise any control over the daily performance or duties by Hilton's employees, vendors and sub-contractors.

**ARTICLE XII
NON-DISCRIMINATION**

Hilton, for himself, his successors in interest or assigns, as part of the consideration hereof, does hereby covenant and agree as a covenant running with the land during the term of

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this Agreement that in the event facilities are constructed, maintained, or otherwise operated on the Premises, Hilton shall maintain and operate such facilities and services in compliance with all other requirements imposed, pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, as said regulations may be amended.

Hilton, for himself, his successors in interest or assigns, as part of the consideration hereof, does hereby covenant and agree as a covenant running with the land during the term of this Agreement that:

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

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

C. Hilton shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Non-Discrimination in Federally Assisted Programs of the Department of Transportation, as said regulations may be amended.

D. In the event of breach of any of the above non-discrimination covenants, the City shall have the right to terminate this Agreement provided however the procedures of 49 CFR have been followed and completed, including expiration of appeal rights.

ARTICLE XIII ASSIGNMENT

Hilton shall not, without prior written notice to and upon written approval of the City, mortgage or encumber its leasehold estate herein, or transfer or assign the same, or sublet the premises or any part thereof to one or more sub-lessees. In no event shall Hilton be released from any obligations or liabilities imposed by the terms of this Agreement unless so released by the City. Any assignment or sublease shall be for purposes which do not violate zoning regulation or include any unlawful, noxious, or offensive activities. No use shall be made of the Premises which will constitute a hazard or interference with air traffic to and from the Airport.

ARTICLE XIV REQUIREMENTS OF THE UNITED STATES

This Agreement shall be subject and subordinate to the provisions of any existing or future agreement between Lessor and the United States, or any agency thereof, relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development or operation of the Airport; provided, however, that Lessor shall, to the extent permitted by law, use its best efforts to cause any such agreements to include provisions protecting and preserving the rights of Lessee in and to the Premises, and to compensation for the taking thereof, interference therewith and damage thereto, caused by such agreement or actions of Lessor or the United States pursuant thereto.

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During any national emergency declared by the President or by the Congress, the United States shall have the right to take exclusive or non-exclusive control and possession of the Premises, or of such portion thereof it may desire, with the rent to be abated accordingly in proportion to said occupancy.

ARTICLE XV DEFAULT AND TERMINATION

A. Termination by Hilton: This Agreement shall be subject to termination by Hilton in the event of any one or more of the following events:

1. The abandonment of the Airport as an airport or airfield for the type of activity specified under this Agreement.

2. Damage to or destruction of all or a material part of the Premises or Airport facilities necessary to the operation of Hilton's business.

3. The lawful assumption by the United States, or any authorized agency thereof, of the operation, control, or use of the Airport or any substantial part or parts thereof, in such a manner as to restrict substantially Hilton from conducting business operations for a period in excess of ninety (90) days.

4. The default by City in the performance of any of the terms, covenants, or conditions of this Agreement, and the failure of City to remedy, or undertake to remedy, to Hilton's satisfaction, such default for a period of thirty (30) days after receipt of notice from Hilton to remedy the same.

B. Termination by the City: This Agreement shall be subject to termination by the City in the event of any one or more of the following events:

1. The default by Hilton in the performance of any of the terms, covenants, or conditions of this Agreement, including rental or fee payments, and the failure of Hilton to remedy, or undertake to remedy, to the City's satisfaction, such default for a period of thirty (30) days after receipt of notice from the City to remedy the same.

2. Hilton files a voluntary petition in bankruptcy, including a reorganization plan, makes a general or other assignment for the benefit of creditors, is adjudicated as bankrupt or if a receiver is appointed for the property or affairs of Hilton and such receivership is not vacated within thirty (30) days after the appointment of such receiver.

3. An assignment of this Lease, without prior written consent of the City. In this provision, an assignment or transfer of this Lease shall include any and all interest which one may have or claim in this Lease.

C. Exercise: Exercise of the rights of termination set forth in Paragraphs A and B, above, shall be by written notice to the other party.

R

To Lessee: Rickey Hilton
2807 NW Haile Dean Rd.
Arcadia, FL 34266

E. Headings: The headings used in this Agreement are intended for convenience of reference only and do not define or limit the scope or meaning of any provision of this Agreement.

F. Governing Law: This Agreement is to be construed in accordance with the laws of the State of Florida.

G. Venue: The parties herein stipulate that any litigation arising out of the terms of this Agreement shall be held in the Twelfth Judicial Circuit in and for DeSoto County, Florida.

H. Successors and Assigns: All of the terms, covenants, and agreements herein contained shall be binding upon and shall inure to the benefit of the successors and assigns of the parties.

IN WITNESS WHEREOF, the parties hereto have set their hands on the date first above written.

CITY OF ARCADIA, FLORIDA,
a municipal corporation created and existing
under the laws of the State of Florida

ATTEST:

By: _____
Virginia Haas, City Recorder

By: _____
Keith Keene, Mayor

APPROVED AS TO FORM:

By: _____
Thomas J. Wohl, City Attorney

By: _____
Rickey Hilton

WITNESSES:



Name: _____

Name: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by RICKEY HILTON. He is personally known to me or produced _____ as identification, and he did not take an oath.

Notary Public, State of Florida

Print Name: _____

(Seal)

DeSoto County Property Appraiser - Interactive Record Search & GIS Mapping System

New Search

Search Results

Parcel Details

GIS Map

HOME



Record Search

GIS Map

Sales Report

TAX Estimator

HB 909

General Info

Exemptions

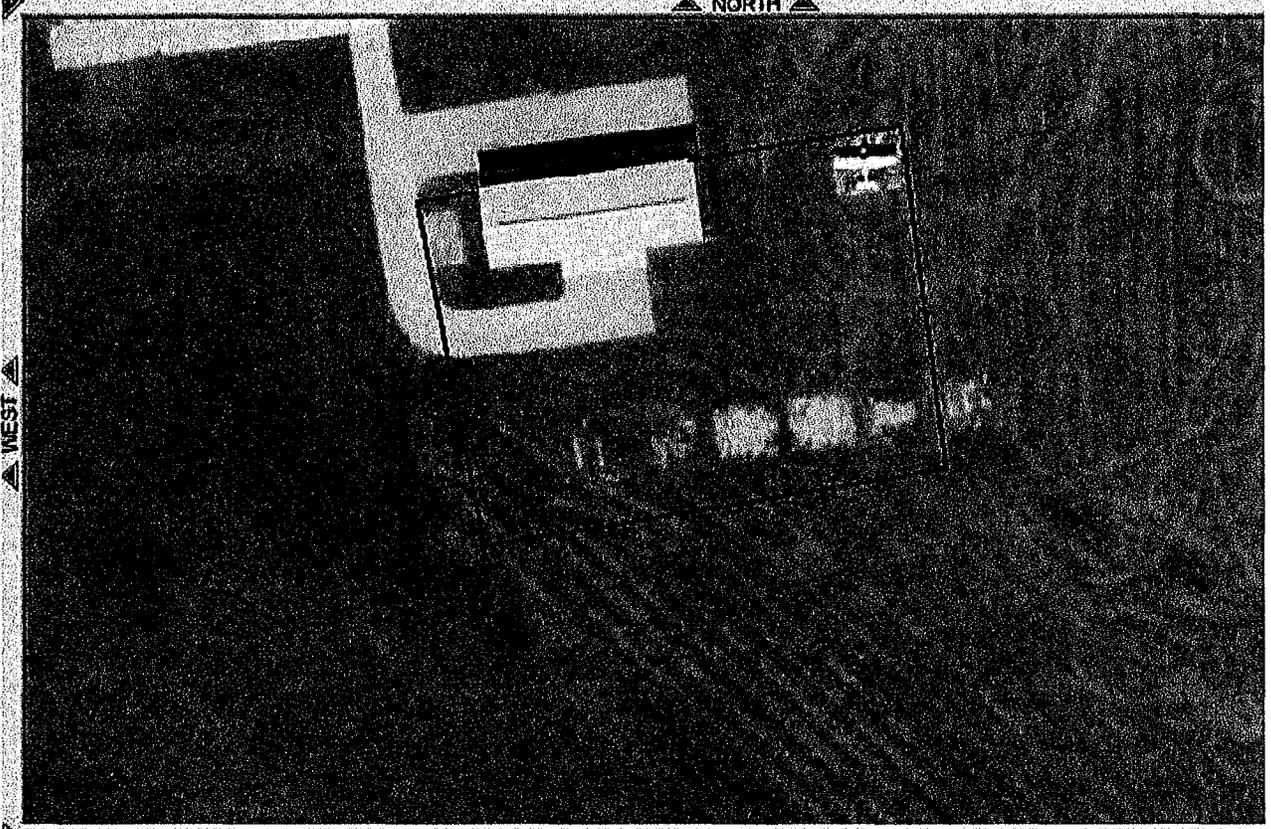
Amendment 1 Information

Amendment 10

AG Classification

TPP

FAQ



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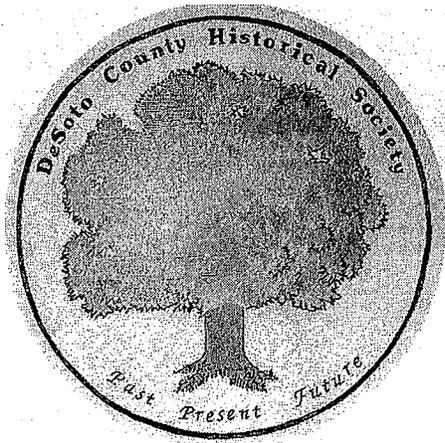
start

Inbox - Microsoft Out...

DeSoto County Propa...

Judi

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DeSoto County Historical Society, Inc.
 P.O. Box 1824
 Arcadia, FL 34265
www.historicdesoto.org

**To preserve and promote the history of DeSoto
 County, Florida, for future generations.**

November 1, 2012

Judi Jankowski, City Administrator
 City of Arcadia
 234 N. Monroe Avenue
 Arcadia, FL 34266

Dear Judi:

Thank you for asking for information from the DeSoto County Historical Society concerning the Poinsettia Apartments, also known as the Verandah House, at 305 W. Oak Street in Arcadia. As you know I serve as archivist of the DeSoto County Historical Society's Howard and Velma Melton Historical Research Library and as a member of Arcadia's Historic Preservation Commission. To the best of my knowledge the Veranda House/Poinsettia Apartments was built as an apartment house in 1921 by Michael Schlossberg.

I am enclosing a copy of page 139 that details Michael Schlossberg's enterprises in Arcadia, including the construction of the Poinsettia Apartments, now at 305 W. Oak Street, from *Footprints and Landmarks: Arcadia and DeSoto County, Florida* by Howard Melton. I am also enclosing copies of two articles from the Howard and Velma Melton Historical Research Library. One is a typescript of an article from the June 17, 1921 issue of the *Arcadia Enterprise* newspaper stating Michael Schlossberg's intent to build the Poinsettia Apartments. The other article is scanned from the June 17, 1921 issue of the *DeSoto County News* explaining the situation: Schlossberg intended to convert the wooden Trinity Methodist Church to apartments, but it burned, so a new apartment building--the one that survives today--was constructed.

Copies of materials that you receive from the Howard and Velma Melton Historical Research Library are for your own use ONLY and may not be reproduced, in whole or in part, in any form (beyond that copying permitted by Sections 107 and 108 of the U.S. Copyright Law), without written permission

from the Historical Society's Board of Directors. The Historical Society reserves the exclusive right to publish these materials in print, digital, electronic, or other media.

Yours sincerely,

Carol Mahler

Carol Mahler
863-445-0789
carolmahler3@gmail.com

ORDINANCE NO. 979

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

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

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

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

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

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

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

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

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

(b) Mandatory water connections.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF ARCADIA, FLORIDA

KEITH KEENE, MAYOR

ATTEST:

By: _____
VIRGINIA HAAS
CITY RECORDER

PASSED ON FIRST READING: October 16, 2012

PASSED ON SECOND READING: November 6, 2012.

APPROVED AS TO FORM:

THOMAS J. WOHL, CITY ATTORNEY

ORDINANCE NO. 980

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

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

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

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

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

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

“Sec. 102-42. Rates.

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

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

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

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

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

CITY OF ARCADIA, FLORIDA

KEITH KEENE, MAYOR

ATTEST:

By: _____
VIRGINIA S. HAAS
CITY RECORDER

PASSED ON FIRST READING: October 16, 2012

PASSED ON SECOND READING: November 6, 2012

APPROVED AS TO FORM:

THOMAS J. WOHL, CITY ATTORNEY

**CITY OF ARCADIA, FLORIDA
ORDINANCE NO. 981**

**AN ORDINANCE OF THE CITY OF ACADIA, FLORIDA;
CREATING THE CITY OF ARCADIA CODE OF ORDINANCES,
SECTION 2-36; PROVIDING ADMINISTRATIVE CODE FOR
RULES OF CONDUCT FOR THE ARCADIA CITY COUNCIL;
PROVIDING FOR CODIFICATION; PROVIDING FOR
SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, the City Council of the City of Arcadia, Florida, (the "Council") has the authority to prohibit and regulate conduct within the City of Arcadia (the "City") in the interests of public health, safety, and general welfare, and to adopt ordinances effecting such prohibitions and regulations; and

WHEREAS, a valid public purpose exists in regulating conduct to provide for a safe and efficient environment for the conduct of City business; and

WHEREAS, the amendment to the Code of Ordinances set forth herein provides and promotes a safe and efficient environment for the conduct of City business; and

WHEREAS, the Arcadia City Council, as the duly elected governing body for the City of Arcadia; and

WHEREAS, Florida Statute 112.326 allows the Arcadia City Council to impose upon its officers additional or more stringent standards of conduct than Florida Statute 112.313 and may provide for such penalties as it deems appropriate, including forfeiture of office.

WHEREAS, City Council desires to create an Ordinance to establish a Code of Conduct for its elected officials.

NOW THEREFORE, BE IT ORDANED by the City Council of the City of Arcadia, DeSoto County, Florida:

1. The City Council declares that the procedures set forth, attached hereto, and incorporated by reference herein by "Exhibit A", as amended, is applicable to Arcadia City Council and any candidate for Arcadia City Council.
2. This Ordinance shall take effect immediately upon adoption at second reading.

First Reading: November 6, 2012

Second Reading: November 20, 2012

DULY PASSED AND ENACTED by the City Council of the City of Arcadia, Florida this 20th day of November, 2012.

CITY OF ARCADIA, FLORIDA

ATTEST:

Keith Keene, Mayor

Virginia Haas, City Clerk

APPROVED AS TO FORM:

Thomas J. Wahl, City Attorney

CITY OF ARCADIA CODE OF CONDUCT FOR ELECTED OFFICIALS

The Three Rs of Arcadia Government Leadership: Roles, Responsibilities and Respect

The City Charter provides information on the roles and responsibilities of Councilmembers, the Deputy Mayor and the Mayor. The Florida Code of Ethics for Public Officers and Employees provides guidance on ethical issues to ensure that City Council conducts themselves independently and impartially, not using their office for private gain. But until now, what has not been clearly written down is a Code of Conduct for Arcadia City Councilmembers.

The Code of Conduct is designed to describe the manner in which Councilmembers shall treat one another, city staff, constituents, and others with whom they come into contact with while representing the City of Arcadia. It reflects the work of the City Council with defining more clearly the behavior, manners, and courtesies that are suitable for various occasions. The City Council also considered a wide variety of policy changes and clarifications designed to make public meetings and the process of governance run more smoothly.

The constant and consistent themes through all of the conduct guidelines are dignity and respect. Councilmembers experience stress in making decisions that impact the lives of the citizens. At times, the impacts of the entire community must be weighed against the impact of only a few. Despite these pressures, elected officials are called upon to exhibit appropriate behavior at all times. Demonstrating respect for each individual through words and actions is the touchstone that can help guide Councilmembers to do the right thing in even the most difficult situations.

A. Overview of Roles and Responsibilities

Other resources that are helpful in defining the roles and responsibilities of elected officials can be found in the Arcadia City Charter, Ordinances and Administrative Code and in the Handbook for Municipal Elected Officials, published by the Florida League of Cities.

MAYOR (City Charter §13)

- Elected by the City Council at the first meeting of the fiscal year
- Recognized as head of the City Government for all ceremonial purposes
- Preside over meetings of the City Council
- Has same speaking and voting rights as any other member
- Shall in no case have the power to veto
- Executes and authenticates legal instruments requiring signature
- Leads the Council into an effective, cohesive working team

DEPUTY MAYOR (City Charter §14)

Ordinance 981

Council Code of Conduct

Page 2 of 11

- Elected by the City Council at the first meeting of the fiscal year
- Performs the duties of the Mayor if the Mayor is absent, unable to fulfill duties, ceases to be qualified or is removed from office.

ALL COUNCILMEMBERS (City Charter §14)

All members of the City Council, including the Mayor and Deputy Mayor, have equal votes. No Councilmember has more power than any other Councilmember, and all shall be treated with equal respect.

All Councilmembers shall:

- Fully participate in City Council meetings and other duly advertised public meetings while demonstrating dignity, respect, kindness, consideration, and courtesy to all.
- Prepare in advance of meetings and be familiar with issues on the agenda. Address clarifications prior to meeting with applicable staff.
- Be respectful of other people's time. Stay focused and act efficiently during Council meetings or other City related meetings.
- Serve as a model of leadership and civility to the community.
- Inspire public confidence in Arcadia's government.
- Provide contact information with the City Clerk in case of an emergency or an urgent situation arises while the Councilmember is otherwise not available.
- Demonstrate honesty and integrity in every action and statement.
- Follow Federal, State and Municipal Laws guiding public officials, including, but not limited to, Honest Services Act, State Ethics, Sunshine and Public Records Law, Administrative Code for City Council meetings, Communications Policy, etc.

B. Policies and Protocol Related to Conduct

1. Ceremonial Events – City Charter §13 designates the Mayor to serve as the designated City representative. If the Mayor is unavailable, then City staff will determine if the event organizers would like another representative from the Council.

2. Correspondence Signatures - Councilmembers do not need to acknowledge the receipt of correspondence, or copies of correspondence, during Council meetings (exception: zoning ex parte contact). City staff will prepare official letters in response to public inquiries and concerns. These letters will carry the signature of the Mayor or the appropriate City staff.

3. Intergovernmental Relations – Generally, City Charter §13 designates the Mayor to represent the City in intergovernmental relationships (the exception are designated liaisons). The Council values intergovernmental relations with neighboring communities and other entities.

As a result, Councilmembers shall make a concerted effort to attend scheduled meetings with other entities to further promote intergovernmental relations.

4. Legislative Process - The City generally follows Roberts Rule of Order for meeting management. See the Administrative Code for City Council meetings.

5. Public Meeting Hearing Protocol - The Mayor will open the public meetings, following the Rules of Procedure for City Council meetings. The Mayor has the responsibility to run a safe and efficient public meeting and has the discretion to modify the public hearing process in order to make the meeting run smoothly. Councilmembers shall withhold comment during the public hearing portion of the meeting until the conclusion of the public's portion of the hearing. Councilmembers shall refrain from arguing or debating with the public during a public hearing and shall always show respect for different points of view.

6. Records and Confidential Information - All information that must be reported and recorded by City Councilmember shall reflect the actual transactions and be accurate and complete. Other than in the discharge of his or her official duties, no City Councilmember shall disclose any confidential information which was acquired by virtue of his or her position and would not normally be available to the public. No City Councilmember shall use any confidential information for any use.

C. Council Conduct with each Other

Councils are composed of individuals with a wide variety of backgrounds, personalities, values, opinions, and goals. Despite this diversity, all have chosen to serve in public office in order to preserve, protect and enhance the present and the future of the community. In all cases, this common goal shall be acknowledged even as Council may "agree to disagree" on contentious issues.

IN PUBLIC MEETINGS –

1. Practice civility, professionalism and decorum in discussions and debate - Difficult questions, tough challenges to a particular point of view, and criticism of ideas and information are legitimate elements of a free democracy in action. This does not allow, however, Councilmembers to make belligerent, personal, impertinent, slanderous, threatening, abusive, or disparaging comments. No shouting or physical actions that could be construed as threatening will be tolerated. Councilmembers shall conduct themselves in a professional manner at all times, including physical appearance.

2. Honor the role of the Mayor in maintaining order - It is the responsibility of the Mayor to keep the comments of all persons, including but

not limited to, the Councilmembers on track during public meetings. The Mayor shall not allow any person to interrupt the meeting or make belligerent, personal, impertinent, slanderous, threatening, abusive, or disparaging comments. No shouting or physical actions that could be construed as threatening will be tolerated. The Mayor shall require the public to conduct themselves in a professional manner at all times. The Mayor shall first warn the individual, public or councilmember, of unprofessional conduct and if the conduct continues shall after that require that individual to leave or be removed by the City Marshal or his/her designee.

3. Agenda - Councilmembers shall honor efforts by the Mayor to focus discussions on current agenda items. If there is disagreement about the agenda or the Mayor's actions in refraining staff, public or Councilmembers from speaking, those objections shall be voiced politely and with reason.

4. Avoid personal comments that could offend other Councilmembers - If a Councilmember is personally offended by the remarks of another Councilmember, the offended Councilmember should make notes of the actual words used and call for a "point of personal privilege" that challenges the other Councilmember to justify or apologize for the language used. The Mayor will maintain order of this discussion.

5. Demonstrate effective problem-solving approaches - Councilmembers have a public stage to show how individuals with disparate points of view can find common ground and seek a compromise that benefits the community as a whole.

6. Be punctual and keep comments relative to topics discussed - Councilmembers have made a commitment to attend meetings and partake in discussions. Therefore, it is important that Councilmembers be punctual and that meetings start on time. It is equally important that discussions on issues be relative to the topic at hand to allow adequate time to fully discussed scheduled issues. If a Councilmember has an item requested to be on the agenda, it is important they set the example by providing timely written materials.

IN PRIVATE ENCOUNTERS

1. Continue respectful behavior in private - The same level of respect and consideration of differing points of view that is deemed appropriate for public discussions shall be maintained in private conversations.

2. Be aware of the insecurity of written notes, voice and text messages, and e-mail - Technology allows words written or said without much forethought to be distributed wide and far. The Public Records Law mandates that any material made or received by an agency in connection with official business be used to perpetuate, communicate or formalize knowledge is a public record, and unless exempt, must be turned over to someone requesting to see that material. Before you create a document, ask

yourself: Would you feel comfortable to have this note faxed or PDF'd to others? How would you feel if this voicemail message was played on a speaker phone in a full office? What would happen if this email message was forwarded to others? Written notes, voicemail messages and email related to City business are public communication subject to disclosure.

3. Even private conversations can have a public presence - Elected officials are always on display – their actions, mannerisms, and language are monitored by people around them that they may not know. Lunch table conversations will be eavesdropped upon, parking lot debates will be watched, and casual comments between individuals before and after public meetings noted.

D. Council Conduct with City Staff

Governance of a City relies on the cooperative efforts of elected officials, who set policy, and City staff members, who implement and administer the Council policies. Therefore, every effort shall be made to be cooperative and show mutual respect for the contributions made by each individual for the good of the community.

1. Treat all staff as professionals - Clear, honest communication that respects the abilities, experience, and dignity of each individual is expected. Poor behavior towards staff is not acceptable.

2. Limit contact to specific City staff - Questions of City staff and/or requests for additional background information shall be directed to the City Administrator or City Attorney when appropriate. The City Administrator shall be copied on or informed of any request.

Requests for follow-up or directions to staff shall be made only through the City Administrator or the City Attorney when appropriate. When in doubt about what staff contact is appropriate, Councilmembers shall ask the City Administrator for direction. Materials supplied to a Councilmember in response to a request will be made available to all members of the Council so that all have equal access to information.

3. Do not disrupt City staff from their jobs – Staff wants to be accessible for City Council, but Councilmembers shall avoid disrupting City staff while they are in meetings, on the phone, or engrossed in performing their job functions.

4. Never publicly criticize an individual employee - Council shall never express concerns about the performance of a City employee in public, to the employee directly, or to the employee's manager. Comments about staff performance shall only be made to the City Administrator.

5. Do not get involved in administrative functions - Councilmembers shall not attempt to influence City Staff on the making of appointments, awarding of contracts, selecting of consultants, processing of development applications, or

granting of City licenses and permits. Chapter 2, Article IV outline the general administrative functions.

6. Check with City staff on correspondence before taking action - Before sending correspondence, Councilmembers shall check with the City Administrator to see if an official City response has already been sent or is in progress.

7. Do not attend staff meetings (with or without public) unless requested by staff or City Council - Even if the Councilmember does not say anything, the Councilmembers presence implies support, shows partiality, intimidates staff, and hampers staff's ability to do their job objectively.

8. Limit requests for staff support - Even in high priority or emergency situations, requests for additional staff support shall be made to the City Administrator who is responsible for allocating City resources in order to maintain a professional, well-run City government and following City Council direction.

9. Do not solicit political support from staff - Councilmembers shall not solicit any type of political support (financial contributions, display of poster or lawn signs, name on support list, etc.) from City staff. City staff may, as private citizens with constitutional rights, support political candidates but all such activities must be done away from the workplace.

E. Council Conduct with the Public

1. IN PUBLIC MEETINGS

Making the public feel welcome is an important part of the democratic process. No signs of partiality prejudice or disrespect shall be evident on the part of individual Councilmembers toward an individual participating in a public forum. Every effort shall be made to be fair and impartial in listening to public testimony.

a. Be welcoming to speakers and treat them with care and gentleness - Speaking in front of Council can be a difficult experience for some people. Some issues the Council undertakes may affect people's daily lives and homes. Some decisions are emotional. The way that Council treats people during public hearings can do a lot to make them relax or to push their emotions to a higher level of intensity.

b. Be fair and equitable in allocating public hearing time to individual speakers - The Mayor, in accordance with the Administrative Code for City Council meetings, will determine and announce limits on speakers at the start of the public hearing process. Generally, each speaker will be allocated three minutes, with applicants and appellants or their designated representatives allowed more time. If many speakers are anticipated, the Mayor may shorten the time limit and/or ask speakers to limit themselves to new information and points of view not already covered by previous speakers. No speaker will be turned away unless he or she exhibits inappropriate behavior. Each speaker may only

Speak once during the public comment unless the Council requests additional clarification. After the close of any public comment portion, no more public testimony will be accepted unless the Mayor reopens the public hearing for a limited and specific purpose.

c. Give the appearance of active listening - It is disconcerting to speakers to have Councilmembers not look at them when they are speaking. It is fine to look down at documents or to make notes, but reading for a long period of time, gazing around the room or getting up from your seat gives the appearance of disinterest. Be aware of facial expressions and body language (e.g., head and arm movements), especially those that could be interpreted as “smirking”, disbelief, anger or boredom.

d. Ask for clarification, but avoid debate and argument with the public - Only the Mayor – not individual Councilmembers – can interrupt a speaker during a presentation. However, a Councilmember can ask the Mayor for a point of order if the speaker is off the topic or exhibiting behavior or language the Councilmember finds disturbing. If speakers become flustered or defensive, it is the responsibility of the Mayor to calm and focus the speaker and to maintain the order and decorum of the meeting. Questions by Councilmembers to members of the public testifying shall seek to clarify or expand information. It is never appropriate to belligerently challenge or belittle the speaker.

e. No personal attacks of any kind, under any circumstance!

f. Follow parliamentary procedure in conducting public meetings - The City Attorney serves as advisory parliamentarian for the City and is available to answer questions or interpret situations according to parliamentary procedures. Final rulings on parliamentary procedure are made by the Mayor, subject to the appeal of the full Council.

2. IN UNOFFICIAL SETTINGS

a. Make no promise on behalf of the Council - Councilmembers will frequently be asked to explain a Council action or to give their opinion about an issue as they meet and talk with constituents in the community. It is appropriate to give a brief overview of City policy and to refer to City staff for further information. It is inappropriate to overtly or implicitly promise Council action, or to promise City staff will do something specific (fix a pothole, remove a library book, plant new flowers in the median, etc.).

b. Make no personal comments about other Councilmembers - It is acceptable to disagree publicly about an issue, but it is unacceptable to make derogatory comments about other Councilmembers, their opinions and actions.

c. Remember Arcadia is a small community at heart – Councilmembers are constantly being observed by the community every day that they serve in office. Their behaviors and comments serve as models for proper deportment in the City of Arcadia. Honesty and respect for the dignity of each individual shall

be reflected in every word and action taken by Councilmembers, 24 hours a day, seven days a week. It is a serious and continuous responsibility.

F. Council Conduct with Other Public Agencies

1. Be clear about representing the City or personal interests - If a Councilmember appears before another governmental agency or organization to give a statement on an issue, the Councilmember must clearly state:

- (i) if his or her statement reflects personal opinion or is the official stance of the City;
- (ii) whether this is the majority or minority opinion of the Council. Even if the Council member is representing his or her own personal opinions, remember that this still may reflect upon the City as an organization.
- (iii) If the Council member is representing the City, the Council member must support and advocate the official City position on an issue, not a personal viewpoint.
- (iv) If the Council member is representing another organization whose position is different from the City, the Council member shall withdraw from voting on the issue if it significantly impacts or is detrimental to the City's interest. Councilmembers shall be clear about which organizations they represent and inform the Mayor and Council of their involvement.

2. Correspondence also shall be equally clear about representation - City letterhead may be used when the Council member is representing the City and the City's official position. A copy of official correspondence shall be given to the City Clerk to be filed as part of the permanent public record. To avoid confusion regarding City Council's position, it is best that City letterhead not be used for correspondence of Councilmembers representing a personal point of view, or a dissenting point of view from an official Council position.

G. Council Conduct with Advisory Boards

The City has established several advisory boards as a means of gathering more community input. Citizens who serve on advisory boards become more involved in government and serve as advisors to the City Council. They are a valuable resource to the City's leadership and shall be treated with appreciation and respect.

1. If attending an advisory boards meeting, and you are not the liaison, be careful to only express personal opinions - Councilmembers may attend any advisory board meeting, which are always open to any member of the public. However, if the advisory board is conducting a public hearing, the Council member shall refrain from attending. Councilmembers shall be sensitive to the

way their participation could be viewed as unfairly affecting the process. Any public comments by a Council member at an advisory board meeting shall be clearly made as individual opinion and not a representation of the feelings of the entire City Council. Also be cognizant of the Sunshine Law, precluding discussion (outside of meeting advertised for City Council) by two or more members of City Council on any item that may take action upon. A council member's presence may affect the conduct of the advisory boards and limit their role and function.

2. Limit contact with advisory boards members - It is inappropriate, and at times illegal, for a Council member to contact an advisory board member to lobby on behalf of an individual, business, or developer. Councilmembers shall contact staff in order to clarify a position taken by the advisory boards.

3. Remember that advisory boards serve City Council, not individual Councilmembers - City Council appoints individuals to serve on Advisory boards, and it is the responsibility of advisory boards to follow policy established by the Council. But advisory board members do not report to individual Councilmembers, nor shall Councilmembers feel they have the power or right to threaten advisory board members with removal if they disagree about an issue. Appointment and re-appointment to an advisory boards shall be based on such criteria as expertise, ability to work with staff and the public, and commitment to fulfilling official duties. An advisory board's appointment shall not be used as a political "reward".

4. Be respectful of diverse opinions - A primary role of advisory boards is to represent many points of view in the community and to provide the Council with advice based on a full spectrum of concerns and perspectives. Councilmembers must be fair and respectful of any citizens serving on advisory boards.

5. Keep election issues away from public forums and advisory board meetings – While Councilmembers are free to participate in politics when not conducting official business, they shall refrain from campaigning for office or providing political support or non-support for those who are running for any elected office (national, state or local) while conducting official duties or when attending advisory meetings.

6. Inappropriate behavior can lead to removal - Inappropriate behavior by an advisory board member shall be brought to the attention of City Council, and with the assistance of the City Attorney issue letter outlining such inappropriate behavior, and the individual may be subject to removal from the advisory board or if the advisory board is not operating in accordance with City Council's direction, dissolution of the advisory board.

H. Council Conduct with the Media

Councilmembers may be contacted by the media for background and quotes.

1. **The best advice for dealing with the media is to avoid going “off the record”** - Most members of the media represent the highest levels of journalistic integrity and ethics, and can be trusted to keep their word. But one bad experience can be catastrophic. Words that are not said cannot be quoted.

2. **Choose words carefully and cautiously** - Comments taken out of context can cause problems. Be especially cautious about humor, sardonic asides, sarcasm, or word play. It is never appropriate to use personal slurs or swear words when talking with the media.

I. Candidates for City Council

The rules incorporated within apply to Candidates for City Council as well. “Candidate” means any person who has filed a statement of financial interest and qualification papers, has subscribed to the candidate's oath as required by s. 99.021, and seeks by election to become a public officer.

J. Sanctions

Councilmembers Behavior and Conduct - City Councilmembers who intentionally and repeatedly do not follow proper conduct may be reprimanded or formally censured. The Mayor shall require Councilmembers to conduct themselves in a professional manner at all times. The Mayor shall first warn the councilmember of unprofessional conduct and if the conduct continues shall after that require that Councilmember to leave or be removed by the City Marshal or his/her designee until that Councilmember has composed themselves. Serious infractions of this Code of Conduct could lead to other sanctions as deemed appropriate by Council, including forfeiture of office by a majority vote of the Councilmembers and a request for removal of such Councilmember shall be forwarded to the Governor for final action. It is the responsibility of City Council to initiate action if a Council member's behavior may warrant sanctions due to a breach of these written standards of conduct. Any action taken on the alleged violation(s) must be brought up with the City Council in a public meeting.

If the violation of the Code of Conduct is outside of a meeting, the complaining party should bring to the attention to City Council, with City Council voting whether the Marshal, City Administrator, the City Attorney and/or outside investigator shall investigate the allegation and report the findings to City Council.

Upon adoption of this Code of Conduct, following election to office and once a year thereafter, each elected officer will confirm that they have received a copy of this Code of Conduct for their review and use.

Signature

Date

**City Marshal
Charles J. Lee**



**State of Florida
City of Arcadia**

**ARCADIA POLICE DEPARTMENT
COUNCIL REPORT**

TOTALS FOR THIS REPORT PERIOD:		OCT	2012	
ARREST ACTIVITIES				
FELONY ARREST		9	MISDEMEANOR ARREST	16
JUVENILE ARREST		2	TRAFFIC ARREST	8
WARRANT ARREST		6		
TRAFFIC ACTIVITIES				
ACCIDENT REPORTS		32	TRAFFIC CITATIONS	58
			WARNING CITATIONS	48
INVESTIGATIONS				
COMPLAINTS		694		
CITY ORDINANCE VIOLATIONS		62		

Charles J. Lee

CITY MARSHAL
10/30/2012

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 2012

CODE ENFORCEMENT OFFICER CARL MCQUAY

COURTESY NOTICES	32
NOTICE OF VIOLATIONS	0
CODE VIOLATIONS	
ABANDONED VEHICLES	0
COMMERCIAL VEHICLES	0
FENCES	0
HIGH GRASS/OVERGROWN LOTS	21
NUISANCE	0
OCCUPATIONAL LICENSES	2
PARKING VIOLATIONS	4
PERMIT VIOLATIONS	6
TRASH/JUNK/DEBRIS	1
UNSAFE STRUCTURES	0
WATER VIOLATIONS	0
YARD SALES	0
ZONING VIOLATIONS	0
TOTAL CODE VIOLATIONS	34
CODE COMPLAINTS	0
CONTACTS	3
FIELD WORK	40
FOLLOW UP	23
POSTING	1
INVESTIGATIONS	19
MAILING	12
RECORDS	0
CAB INSPECTIONS	10
CAB DRIVER'S PERMITS	20
TITLE COMPANY SEARCHES	6
HEARINGS	0
FINGERPRINTING	3
POSTAGE USED	\$65.95