



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

**TUESDAY, DECEMBER 17, 2013  
6:00 PM**

**CALL TO ORDER, INVOCATION, PLEDGE AND ROLL CALL**

**PRESENTATION**

Kimley Horn & Assoc. Bicycle/ Pedestrian Master Plan Design  
Staff Update- Interim City Administrator

**CONSENT AGENDA**

1. Special Event Permit- Annual Golf Tournament- City Clerk
2. Perpetual Easement SR 70 FP ID# 1939021- Utilities
3. Utility Work Agreement FP ID# 431939- Utilities
4. Resolution for Signature Authority FDOT FP ID# 431939- Utilities
5. Delegation and Special Power of Attorney- Utilities
6. Certificate of Appropriateness 108 W. Walnut- Planning
7. Certificate of Appropriateness 321 E. Oak Street- Planning
8. Strategic Plan Service Agreement- Administration

**DISCUSSION ITEMS**

9. US 17 Potable Water Interconnect Agreement- Utilities
10. Valve Maintenance Trailer- Utilities
11. Ordinance Regulating Solicitation- Legal
12. Ordinance Regulating Behavior in Public Places- Legal
13. Resolution Creating a City Administrator Search Committee- Legal

**DEPARTMENT REPORTS**

- City Marshall
- City Attorney
- Finance
- City Administrator

**PUBLIC**

**MAYOR AND COUNCIL REPORTS**

**ADJORN**

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

**PLEASE TURN OFF OR SILENCE ALL CELL PHONES**

# **PRESENTATION**



CITY COUNCIL AGENDA ITEM  
Requested Council Meeting Date: December 17, 2013

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DEPARTMENT: Planning

SUBJECT: Review 60% complete design plans for LAP Bicycle/Pedestrian Master Plan Design Services prepared by Kimley Horn and Associates on behalf of Desoto County, and City of Arcadia.

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RECOMMENDED MOTION: Consensus to proceed with Final Design Plans for LAP Bicycle/Pedestrian Master Plan Design

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SUMMARY:

Kimley Horn and Associates has prepared 60% complete engineering design plans for LAP Bicycle/Pedestrian Master Plan Design Services. The infrastructure project includes the intersections of Oak Street with Manatee, Monroe, and Polk Avenues (Phase I) and along Oak Street between Monroe and Polk Avenues (Phase II).

Due to the LAP funding for this project, the anticipated construction costs of the proposed improvements will need to remain within the funding budget of \$194,000. Since right-of-way acquisition is not planned for this project, all improvements will remain within the existing right-of-way. Therefore, during the design phase the project will be reviewed to determine which improvements can be constructed within available budget and within the existing right-of-way. The CONSULTANT will coordinate with the COUNTY to determine which items in SECTION 1 TASK 3 & 4 not meeting these requirements will be removed from the project. It is furthermore understood that the COUNTY wishes to utilize the entire design budget at this time. Therefore, Phase I and Phase II plan sets will be prepared. The Phase I plan set will consist of the intersections of Oak Street with Manatee, Monroe, and Polk Avenues. The Phase I portion of the project is funded for construction by the aforementioned \$194,000. The Phase II plan set will consist of the Oak Street corridor between the intersections of Monroe and Polk Avenues. The Phase II portion of the project is not currently funded for construction and will be shelved upon completion of the design phase.

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FISCAL IMPACT: \_\_\_\_\_  Capital Budget  
 Operating  
 Other

ATTACHMENTS:  Ordinance  Resolution  Budget  Other

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Department Head: \_\_\_\_\_ Date: \_\_\_\_\_

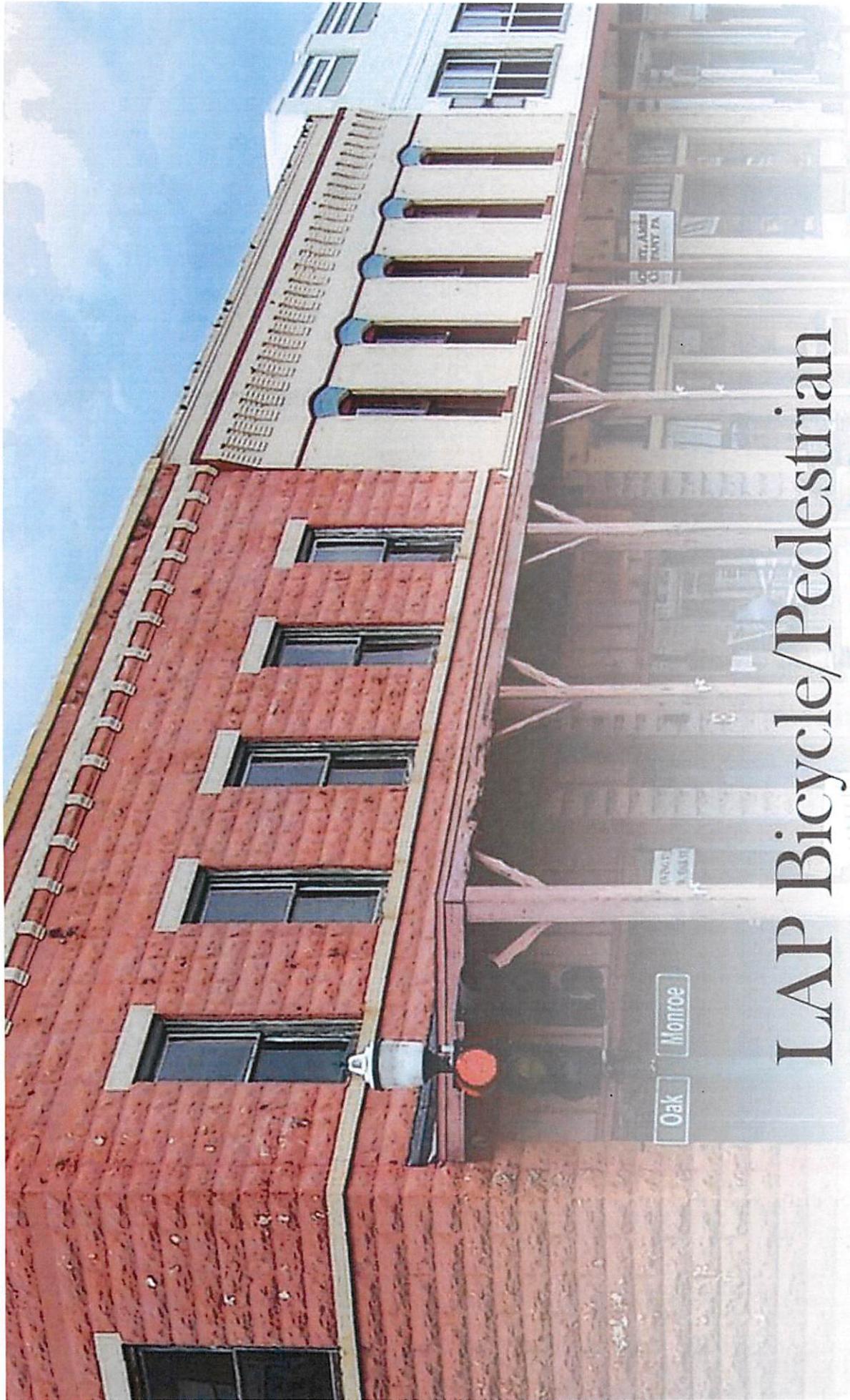
Finance Director (As to Budget Requirements) \_\_\_\_\_ Date: \_\_\_\_\_

City Attorney (As to Form and Legality) \_\_\_\_\_ Date: \_\_\_\_\_

City Administrator: \_\_\_\_\_ Date: \_\_\_\_\_

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



# LAP Bicycle/Pedestrian

# MASTER PLAN DESIGN SERVICES

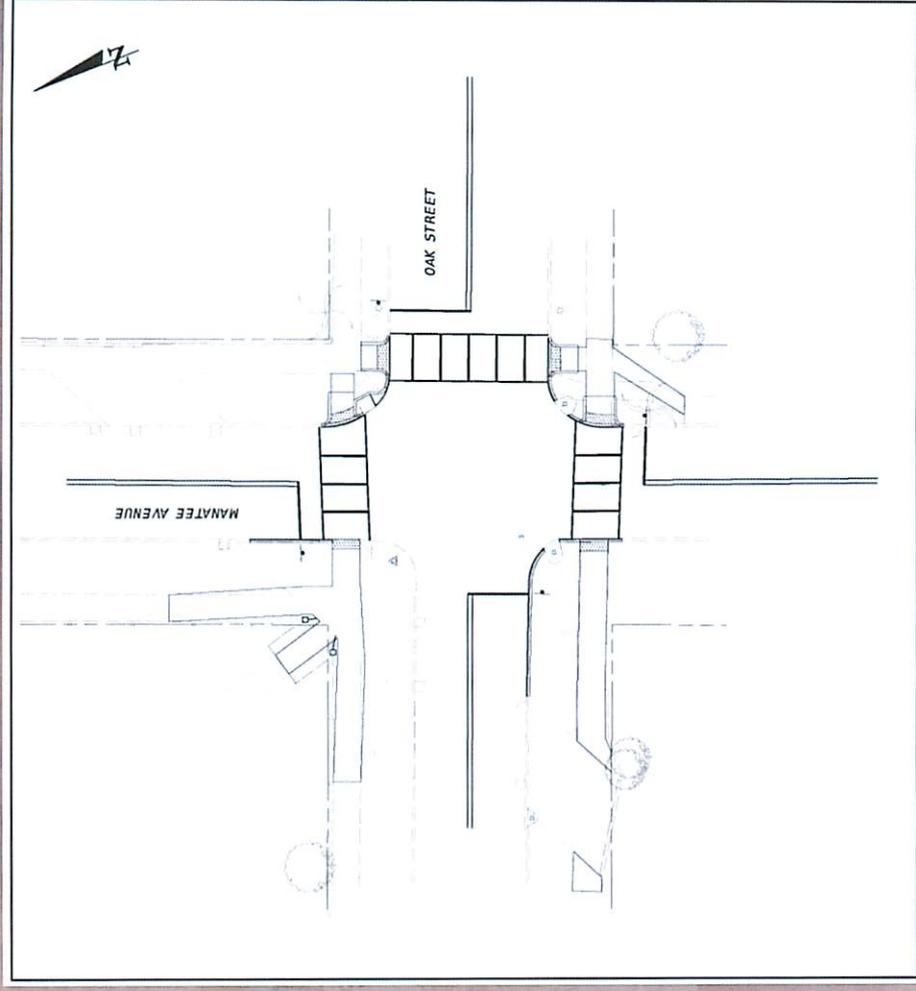
Prepared by  
 Kimley-Horn  
and Associates, Inc.

# Design Intent

- Balance the objectives of the Master Plan with engineering criteria
- Maintain the existing drainage patterns
- Provide a design that will function with the intended future improvements
- Meet schedule and budget constraints

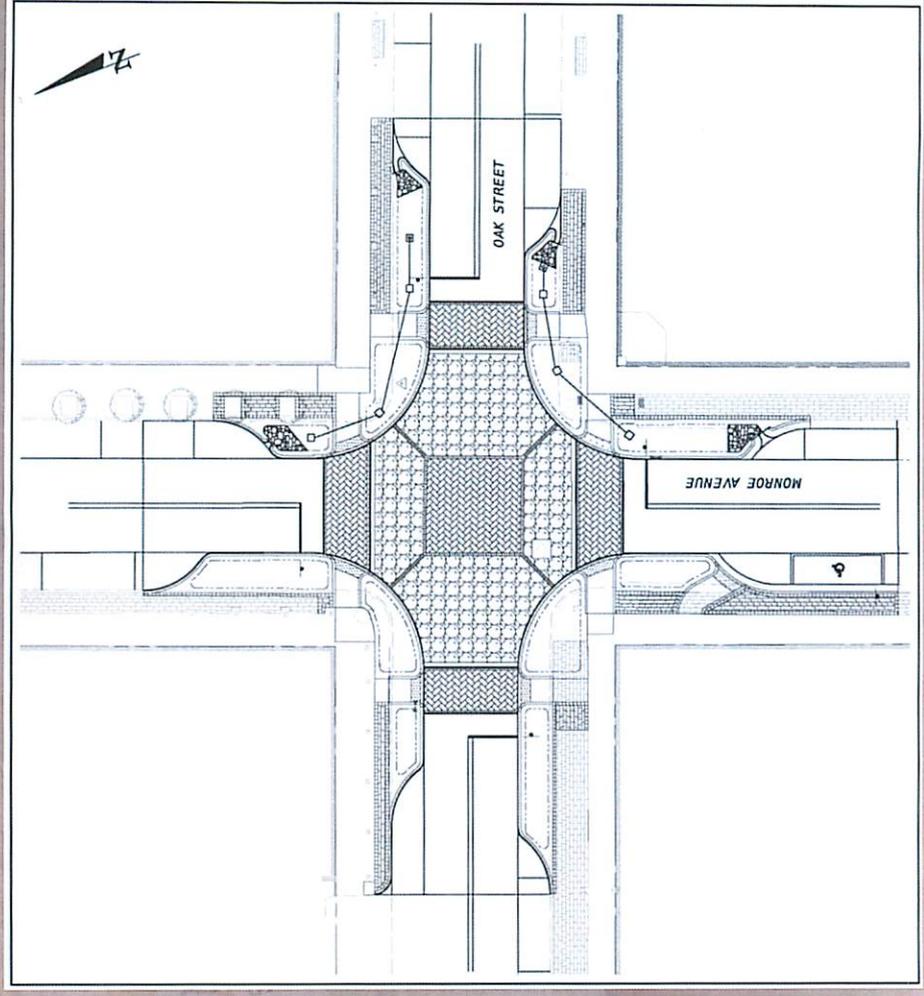
# Oak Street at Manatee Avenue Phase I

- Convert Intersection to Four Way Stop
- Improvements to Pedestrian Route
- Curb Repairs



# Oak Street at Monroe Avenue Phase I

- Bulb outs
- Maintain Drainage Patterns
- Improved Pedestrian Ramps
- Signal Removal
- Parking
- Landscape Improvements
- Decorative Pavers and Stamped Asphalt



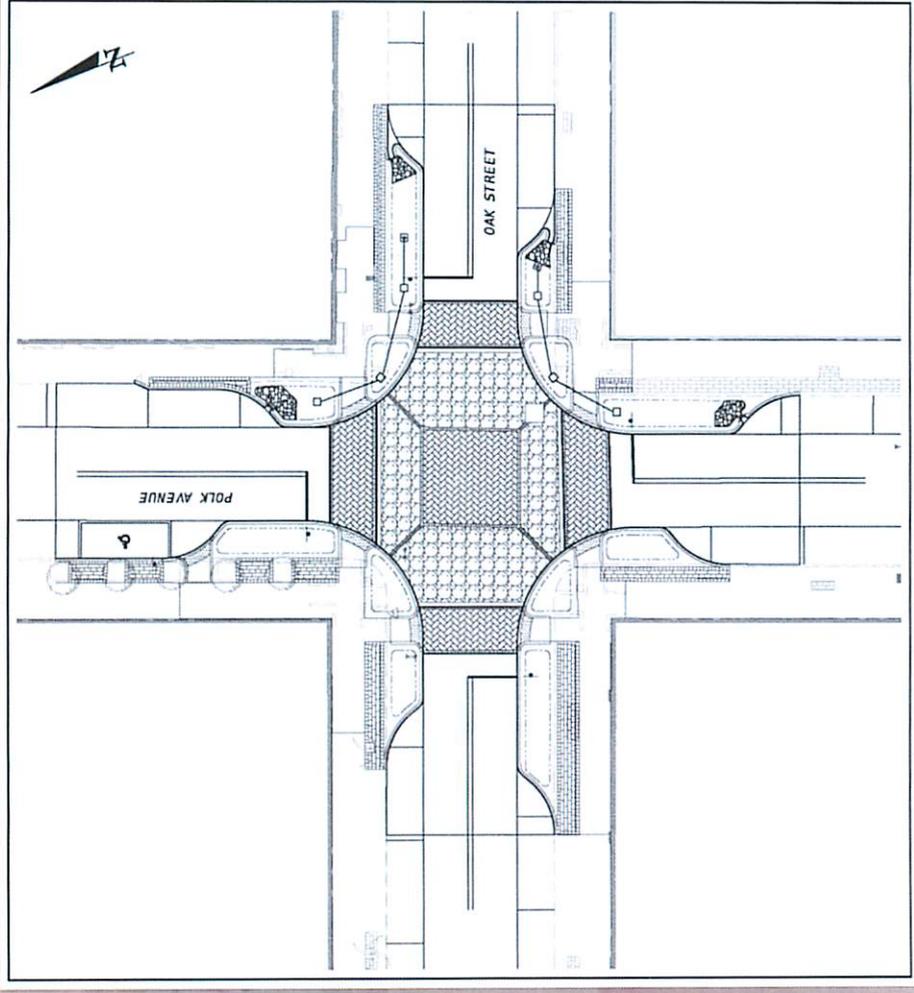
# Landscape Concept



# Oak Street at Polk Avenue

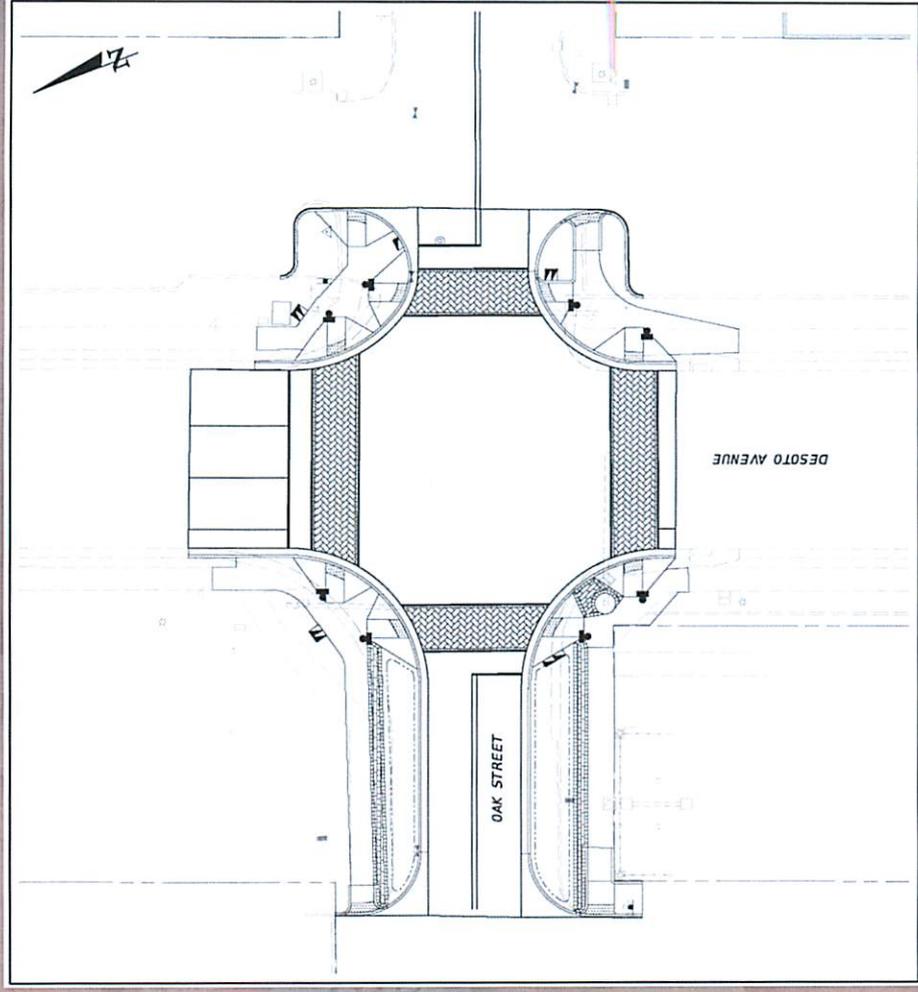
## Phase I

- Bulb outs
- Maintain Drainage Patterns
- Improved Pedestrian Ramps
- Signal Removal
- Parking
- Landscape Improvements
- Decorative Pavers and Stamped Asphalt



# Oak Street at DeSoto Avenue Phase II

- Refinement to Master Plan
- Improved Pedestrian Ramps
- Improved Pedestrian Signals
- Maintain Existing Signal
- Landscape Improvements
- Decorative Pavers and Stamped Asphalt



# PRESENTATION





MEMORANDUM  
CITY ADMINISTRATOR'S OFFICE

TO: City Council

FROM: Tom Slaughter, AIPC, Interim City Administrator

DATE: December 11, 2013

SUBJECT: Staff Update

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The City's senior management team is pleased to inform you of the following activities as it relates to filling several key vacancies in administrative and finance staffing positions.

**Planning and Administration Specialist:**

On November 25, 2013, Ana Reyes was transferred from the Utility Billing section of the Finance Department to the City Administration Department to fill the vacant Planning and Administrative Specialist position. Ms. Reyes will provide front counter and telephone customer service support to the administration, city clerk and planning functions. Carl McQuay, City Planner is her supervisor. She will also assist Mr. McQuay in code enforcement, Planning and Zoning Board, and Historical Preservation Committee functions. Ms. Reyes is also bilingual in Spanish and will provide customer service support of utility billing functions.

**City Clerk:**

Penney Delaney, City Clerk, was approved for hire by the City Council on December 2, 2013. Upon satisfaction of a two week notice to her former employer, she assumed her official duties on Monday, December 9, 2013. Ms. Delaney has an Associate of Science – Legal Assistant (Para Legal) Degree, and approximately 11 years of experience in legal and governmental functions. Ms. Delaney will begin membership and participation in the Florida Association of City Clerks (FACC). This will provide an opportunity for technical education and networking outlets to ensure she has the proper knowledge and backgrounds necessary to serve our community. Ms. Delaney will have management over site responsibilities of staff member Carol Jones, Administrative Specialist. Staff looks forward to working with our new City Clerk and providing sound and consistent support of City Council meetings and functions.

**Finance Director:**

We are happy to announce that the position of Finance Director has been offered to Arcadia resident Beth Carsten. Her educational achievements include obtaining an Associate of Science Degree – Business Administration/Accounting, from Utica School of Commerce, and a Bachelor of Science Degree – Finance, from State University of New York. Ms. Carsten has approximately 22 years of professional administrative, tax preparation, accounting, budgeting, and finance management experience.

The City utilized an “interview team” of City staff members including: Marshall Matt Anderson, Interim Public Works Director Steve Underwood, Deputy City Finance Director Ashley Killmon, and myself during the interview process. The team is confident in Ms. Carsten’s abilities to provide service to the City Council and citizens of Arcadia. Ms. Carsten will have management over site responsibilities of finance, purchasing, budget, and utility billing functions. A copy of the job description, Ms. Delaney’s resume, and City Employment Application has been provided with this transmittal.

While the City Code does not require confirmation of this senior management position, I would like to confirm the proposed benefit and compensation package. The pay range for the Finance Director has been established at a pay range from \$50,000 to \$60,000. In evaluation of Ms. Carsten’s education, professional skills, and experience, an offer of \$55,000 annual salary has been made. This amount represents the “mid-point” on the wage scale. Ms. Carsten’s also wishes two additional extraordinary benefits: 1.) consent of immediate coverage provided at date of hire for health care benefits, and 2.) the granting of vacation time of six full days (48 hrs) be added to Ms. Carsten’s accrued vacation time. It is staff’s recommendation that the health care entitlement and vacation accrual for the new Finance Director be approved by the City Council. I feel it’s important that the City strategically support a more competitive wage and benefit package for our senior management team -- and to do so in a transparent manner that is fair to the City and staff.

**Decision Points for consideration of Beth Carsten’s acceptance of the Finance Director position:**

- 1.) Approval of immediate coverage of health care coverage
- 2.) Approval of 48 hours of vacation provide to accrued vacation. Approval is dictated upon Finance Director completing 3 month probationary period before benefit may be utilized.

If you have any questions or would like to discuss this matter in greater detail, please stop in my Office or call me at telephone no. 494-4114.

# Beth A. Carsten

305 North Volusia Street, Arcadia, Florida, 34266 • bac014@yahoo.com • 863.990.2340

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## Highlights

- 23+ years' experience in business accounting, finance and business management.
- Currently employed as firm administrator.
- Responsibilities include full charge bookkeeping, management of accounts payables and accounts receivables, payroll, human resources, overseeing retirement fund and 401K plan as well as management of trust account, operating and other bank accounts.
- A reliable and trustworthy manager with solid organizational and multitasking skills needed to ensure the effective management and daily running of any organization.
- A team player and self-starter who is quick to empower others through providing information, guidance and support in any endeavor.

## Experience

2001 - Present	Carlton & Hancock, P.A. – Firm Administrator
1998 - 2001	Peace River Citrus Growers Association – Office Assistant
1996 - 1998	Heartland Coach Company – Office Manager/Human Resources
1991 - 1996	Costner Caretaking – Administrative Assistant

## Skills

- Preparation of Financial Reports
- Preparation of Annual Budgets
- Managing Cash Flow
- Managing and Budgeting Expenses
- Year-End Tax Reporting for CPA
- Proficient in Microsoft Excel
- Management of Human Resources
- Developing and Maintaining Policies & Procedures Manuals
- Maintain Network and Computer Systems
- Programming Telephone System
- Marketing and Advertising Campaigns

## Education

**State University of New York, at Utica**      **1988-1990**  
*Bachelor's Degree - Finance*

**Utica School of Commerce**      **1986-1988**  
*Associates Degree - Business Administration / Accounting*



CITY OF ARCADIA
APPLICATION FOR
EMPLOYMENT

Today's Date: 12-6-2013

City of Arcadia
Personnel Department
Arcadia, FL 34266
www.arcadia-fl.gov

"AN EQUAL OPPORTUNITY EMPLOYER"
Applications are Public Record
A Drug Free Workplace

FOR OFFICE USE ONLY
Dept.: Rate: Position: Date: Requisition#:

Position Applying For: Finance Director

HOW DO WE CONTACT YOU?
Carsten Elizabeth (Beth) A
Last Name First Name Middle Initial
Mailing Address
Arcadia DeSoto Florida 34266
City County State Zip
Home Phone Alternate Phone Email Address

ARE YOU UNDER 18 YEARS OF AGE? YES NO
TYPE OF LICENSE: Driver's Chauffeur's CDL - Class: State: Florida
Drivers License Number Exp date:
Is your license currently suspended or revoked? Yes No If yes, Why?
Has your license ever been suspended or revoked? Yes No
If yes, what year? In what state? Why?

HAVE YOU EVER SERVED IN THE U.S. ARMED FORCES? Yes No If yes, complete the following:
Branch of Service Enlistment Date Discharge Date Type of discharge

DO YOU CLAIM VETERAN'S PREFERENCE? (ATTACH PROOF OF ELIGIBILITY WITH EACH APPLICATION) Yes No If yes, please specify:
As a veteran of any war (as defined in the rules of Div. Of Veteran's Affairs). You must attach a DD-214.
As a veteran with a compensable service connected disability. You must attach proof of disability from Division Of Veteran's affairs or Department of Defense.
As the un-remarried spouse of a veteran who was killed in action or who died of a service connected disability.
As the spouse of a veteran who cannot qualify for employment because of a total and permanent service connected disability, or who is missing in action, captured or forcibly detained by a foreign power.

First Name

Last Name

If you feel you did not receive veteran's preference in accordance with Florida Administrative Code, you have the right to an investigation by filing a complaint with the Division of Veterans Affairs, P.O. Box 1437, St. Petersburg, FL 33731. Phone: (800) 827-1000, within 21 days from the date you received notification that a non-preference applicant was appointed.

Your qualifications for employment are based on the rating of your knowledge, abilities, and skills for the position(s) you apply for; and, if you qualify, your name is placed on an application register. Applications remain active for six (6) months. Your availability is your responsibility. Notify us if you change your name, address, or phone number. Your name will be removed from the register if you cannot be contacted for an interview three times or if you are interviewed three times, without a job offer. Applications may also be rejected for the following reasons: (1) Failure to complete application; (2) Failure to provide required documents when requested; (3) Not fully meeting all job requirements; (4) Failure to obtain a passing score on any required tests. Applicants failing the drug/alcohol screen are ineligible for consideration of employment of one year. A new application must be submitted to regain active status.

Have you filed an application with the City of Arcadia within the last six (6) months?  Yes  No  
 Have you ever worked for the City of Arcadia?  Yes  No If yes, date(s) \_\_\_\_\_ Position Title: \_\_\_\_\_  
 Check status:  Citizen of the United States  
 Legal Alien (Alien Number \_\_\_\_\_)  
 (Proof of U.S. Citizenship or Immigration status will be required upon employment.)

**LAW VIOLATION RECORD:** Have you, as an adult over the age of 18, ever been convicted, placed on probation, received a suspended sentence, deferred or adjudication withheld, or forfeited bail in connection with any offense (except minor traffic violations) in any civilian or military court?  Yes  No. Show all convictions; including driving while intoxicated convictions.

OFFENSE	DATE	PLACE	SENTENCE OR FINE

**EDUCATION:** Circle the highest grade you completed in school: 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16

NAME AND LOCATION OF HIGH SCHOOL AND/OR COLLEGE	AREA OF STUDY	# HRS COMPLETED		DEGREE
		Semester	Quarter	
Holmesville Christian Academy, Holmesville, NY				High School Diploma
Utica School of Commerce, Utica, NY	Business Administration			Associates
State University of New York, Utica, NY	Finance			Bachelors

**SPECIAL SKILLS, APTITUDES AND OTHER QUALIFICATIONS:**

Typing Speed \_\_\_\_\_ WPM Office machines you operate efficiently:  Dictaphone  Computer  
 Other: \_\_\_\_\_

What type of Computer/Software do you have experience operating: \_\_\_\_\_

**LIST ANY MACHINERY OR HEAVY EQUIPMENT THAT YOU HAVE OPERATED:**

\_\_\_\_\_

\_\_\_\_\_

Can you read schematics?  Yes  No  
 Can you read blueprints?  Yes  No

**LICENSURE, REGISTRATION, SPECIAL CERTIFICATIONS:** Water License, Notary Public, Journeyman, etc.

License, Registration or Certification	Number	Date Received	Expiration Date	State licensing Agency

**VOLUNTARY - CONFIDENTIAL**  
**EQUAL EMPLOYMENT OPPORTUNITY INFORMATION**

The following information is voluntary and will be used in our Affirmative Action Program reporting. This information is confidential. It is kept separately from your application and is not used to evaluate your qualifications. Thank you for your cooperation.

Name: \_\_\_\_\_ Date: \_\_\_\_\_

**CHECK IF ANY OF THE FOLLOWING ARE APPLICABLE:**

- Vietnam Era Veteran       Disabled Veteran Status       Disabled Individual

Position(s) Applied For: \_\_\_\_\_

**For Affirmative Action Officer's Use Only – Placement Information**

Dept./Div. #: \_\_\_\_\_ Position: \_\_\_\_\_ Date of Placement: \_\_\_\_\_

**Cut Here**-----

Name \_\_\_\_\_

Thank you for submitting your application to the City of Arcadia. We would like to know how you heard about the open position. Please complete this form by checking the appropriate referral source.

- |   |  |
|---|--|
| <input type="checkbox"/> The City's Web Site                | <input type="checkbox"/> Peace River Shopper |
| <input type="checkbox"/> City Employee Referral, Name _____ | <input type="checkbox"/> Other _____         |
| <input type="checkbox"/> Florida League of Cities           | <input type="checkbox"/> Walk-in             |
| <input type="checkbox"/> Walk - In                          | <input type="checkbox"/> Other _____         |
| <input type="checkbox"/> Heartland Workforce                |  |

CURRENT OR LAST EMPLOYER: <u>Carlton &amp; Hancock, P.A.</u>		From: (mo.) [REDACTED]
Address: <u>12687 SW CR 769, Suite 2A, Lake Suzy</u>		To: (mo.) <u>Present</u> (yr.)
Job Title: <u>Firm Administrator</u>	# of Employees Supervised:	<input type="checkbox"/> Full-time <input type="checkbox"/> Part-time
Duties: <u>Please See resume.</u>		Starting salary: \$ [REDACTED]
		Ending salary: \$ [REDACTED]
		Department:
		Supervisor:
Reason for leaving:		Phone Number:

CURRENT OR LAST EMPLOYER: <u>Peace River Valley Citrus Growers Assoc.</u>		From: (mo.) [REDACTED]
Address: <u>1076 NW Livingston Street, Arcadia</u>		To: (mo.) [REDACTED] (yr.)
Job Title: <u>Office Assistant</u>	# of Employees Supervised:	<input checked="" type="checkbox"/> Full-time <input type="checkbox"/> Part-time
Duties: <u>Responsible for maintaining client database. Recorded and deposited annual dues for the Association. Had various other duties: monthly newsletter, organized annual meeting for growers, created powerpoint presentations</u>		Starting salary: \$ [REDACTED]
		Ending salary: \$ [REDACTED]
		Department:
		Supervisor:
Reason for leaving: <u>to take opportunity with Carlton &amp; Hancock, P.A.</u>		Phone Number:

CURRENT OR LAST EMPLOYER:		From: (mo.) (yr.)
Address:		To: (mo.) (yr.)
Job Title:	# of Employees Supervised:	<input type="checkbox"/> Full-time <input type="checkbox"/> Part-time
Duties:		Starting salary: \$
		Ending salary: \$
		Department:
		Supervisor:
Reason for leaving:		Phone Number:

CURRENT OR LAST EMPLOYER:		From: (mo.) (yr.)
Address:		To: (mo.) (yr.)
Job Title:	# of Employees Supervised:	<input type="checkbox"/> Full-time <input type="checkbox"/> Part-time
Duties:		Starting salary: \$
		Ending salary: \$
		Department:
		Supervisor:
Reason for leaving:		Phone Number:

**APPLICANT CERTIFICATION – READ CAREFULLY BEFORE SIGNING:** I hereby certify that each answer to the questions herein and all other information furnished is true and correct. I further certify that all such answers and information constitutes full and complete disclosure of my knowledge with respect to the question or subject matter. I understand that any incorrect, incomplete, exaggerated or false information furnished by me will subject me to disqualification or to discharge at any time. If employed by the City of Arcadia, I agree to comply with all its orders, rules and regulations. I hereby authorize my former employers, schools and character references to give any information regarding my employment and to furnish any other information they may have concerning me. I understand that final approval of employment may depend upon satisfactory completion of a criminal background check, consumer credit check report, driver's license verification, and a post-offer employment physical examination and/or fitness for duty exam, including a drug/alcohol screen per F.S. 112.0455.

Date: 12-6-2013 Signature of Applicant: Elizabeth A. Gusten

**RELATIVES EMPLOYED BY THE CITY OF ARCADIA:** Do you have any relatives by blood or marriage including elected officials, working for the City of Arcadia?  Yes  No If yes, complete the following:

FULL NAME OF RELATIVE (S)	DEPARTMENT	RELATIONSHIP

**REFERENCES:** List three (3) references who are not relatives:

NAME	COMPLETE ADDRESS	PHONE	OCCUPATION	YEARS KNOWN
██████████	██████████	██████████	██████████	██
██████████	██████████	██████████	██████████	██

*Occasionally the format of an employment application makes it difficult for an individual to adequately summarize one's background. Use the space below to provide any additional information necessary to describe your full qualifications for the position(s) applied for.*

**Human Resources Use: (Please Initial/Date)**

1. Are you currently employed?  Yes  No. If yes, may we contact your current employer?  Yes  No.
2. Have you ever been discharged or asked to resign from any position?  Yes  No. If yes, give details. \_\_\_\_\_
3. List below all jobs for the last ten (10) years, include prior experience, if relevant. List paid and volunteer experience; include exact dates of military service. List specific duties, skills and equipment operated and supervisory experience.

**USE ADDITIONAL SHEETS OF PAPER AS NECESSARY. A RESUME MAY BE USED TO SUPPLEMENT BUT NOT SUBSTITUTE APPLICATION INFORMATION**

**CITY OF ARCADIA, FLORIDA**  
**Classification Description**

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<b>CLASSIFICATION TITLE:</b>	<b>Finance Director</b>	<b>FLSA Status: E</b>
<b>DEPARTMENT:</b>	<b>Finance</b>	

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**Population as of 2010 Census: 7,637**

**Pay Scale: \$50,000 - \$60,000**

**WORK OBJECTIVE**

Position is responsible for the direction and administration of the City's finance and fiscal accounting systems. Such systems include, but are not necessarily limited to, complex fund accounting, purchasing, budget administration, cash management, and fiscal reporting. Employees in this classification ensure adherence to established regulatory standards regarding public fiscal accounting and reporting.

**ESSENTIAL FUNCTIONS**

*The list of essential functions, as outlined herein, is intended to be representative of the tasks performed within this classification. It is not necessarily descriptive of any one position in the class. The omission of an essential function does not preclude management from assigning duties not listed herein if such duties are a logical assignment to the position.*

- Provides direction for the design, implementation and application of accounting and financial recording systems and procedures; ensures the development and implementation of internal controls, as well as new processes and procedures to ensure efficiency, accuracy, and maximum productivity.
- Serves as chief financial advisor to administration and City officials; provides presentations to committees/task forces, commissions, civic groups and the general public.
- Directs various administration functions of the City, e.g., purchasing, payroll, accounting, fiscal reporting, and budget administration.
- Administers functions under charge to achieve goals within available resources; plans and organizes workloads and staff assignments; trains, motivates and evaluates assigned staff; reviews progress and directs changes as needed.
- Provides leadership and direction in the development of short and long-range plans; analyzes, interprets, and prepares data for studies, reports and recommendations; coordinates department activities with other departments and agencies as needed; formulates recommendations for action by administration and City officials.
- Maintains ultimate responsibility for all aspects of fiscal, financial and accounting matters; conducts long-range planning, forecasting, and monitoring of City financial interests to ensure fiscal well being.
- Ensures the accurate preparation of all applicable state and federal reporting requirements, including financial and tax reports in accordance with accepted principles and standards of certified public accounting.

## **Finance Director**

- Monitors and directs the investment of City funds within established guidelines; provides recommendations regarding transfer of bond account generated surplus (where applicable); monitors and instructs trustees in maintaining compliance with bond issues and applicable regulations.
- Maintains current knowledge of various federal, state, and related regulatory directives and guidelines to ensure compliance in all public fiscal matters; maintains continuous audit and review of agency financial transactions; examine all contracts and leases for proper format and required action.
- Develops finance and administrative related policies and procedures; represents the City at various conferences and meetings.
- Plans, develops, implements and administers department operating budget.

### **ADDITIONAL POSITION FUNCTIONS**

Performs related duties as directed when such duties are a logical and appropriate assignment to the position.

Performs personnel management functions, i.e., selection, training, and guidance as well as performance evaluations and disciplinary action for office staff and utility billing personnel. Performs review and analysis in planning and development of financial services; applies knowledge of principles of organizational structure, governmental accounting systems, and organizational objectives. Prepares and/or reviews and/or signs correspondence relating to finance services as directed; provides back-up authorization for wiring/transfer of funds.

### **MINIMUM QUALIFICATIONS**

This position requires a demonstrated knowledge of governmental accounting, exceptional written and verbal communications skills, strong leadership skills and unquestionable personal integrity. Bachelor's degree in Accounting, Finance, or Business Administration, with a Masters degree preferred; supplemented by five (5) or more years progressively responsible managerial, administrative and technical experience that provides expertise in accounting, budget, and governmental finance practices; or an equivalent combination of education, training, and experience.

### **PHYSICAL REQUIREMENTS**

Tasks involve the ability to exert light physical effort in sedentary to light work, but which may involve some lifting, carrying, pushing and/or pulling of objects and materials of light weight (5-10 pounds).

### **ENVIRONMENTAL REQUIREMENTS**

Work is performed in usual office conditions with rare exposure to disagreeable environmental factors.

## **Finance Director**

The City of Arcadia is an Equal Opportunity Employer. In compliance with Equal Employment Opportunity guidelines and the Americans with Disabilities Act, the City of Arcadia provides reasonable accommodation to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the employer.

**I have read and understand this classification description and hereby certify that I am qualified to perform this job, with or without reasonable accommodation.**

\_\_\_\_\_  
Name (print)

\_\_\_\_\_  
Supervisor's Name (print)

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Supervisor's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

# AGENDA No. 1



CITY COUNCIL AGENDA ITEM  
Requested Council Meeting Date: December 3, 2013

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DEPARTMENT: City Clerk

SUBJECT: Special Event Permit Application for Desoto County Volunteer Fire and Rescue Annual Golf Tournament

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RECOMMENDED MOTION: Approve Special Event Permit

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SUMMARY:

DCFR Golf Tournament to raise funds for the Desoto County Fire and Rescue scheduled for March 1, 2014 to be held at the Arcadia Municipal Golf Course between the hours of 8a.m. and 2:00p.m.

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FISCAL IMPACT: \_\_\_\_\_  
 Capital Budget  
 Operating  
 Other

ATTACHMENTS:  Ordinance  Resolution  Budget  Other

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Department Head: \_\_\_\_\_ Date: \_\_\_\_\_

Finance Director (As to Budget Requirements) \_\_\_\_\_ Date: \_\_\_\_\_

City Attorney (As to Form and Legality) \_\_\_\_\_ Date: \_\_\_\_\_

City Administrator: Tom Slaughter \_\_\_\_\_ Date: \_\_\_\_\_

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



### City of Arcadia SPECIAL EVENT PERMIT APPLICATION

Date Submitted: 12/5/13  
 Event Name DCVFR Annual Golf Tournament  
 Event Location Arcadia Municipal Golf Course  
 Date(s) of Event March 1, 2014 Hours of Event 8am to 2pm  
 Expected Attendance 100  
 Event Sponsor Desoto County Volunteer Fire Rescue Non-Profit?  YES  NO  
 Description of Event Annual Golf Tournament to benefit the DCVFR.

Contact Person Mike Harper Telephone (813) 993-4842  
 Fax # (813) 993-4844 Email michael.harper719@aol.com  
 Insurance Carrier World Risk Management  
 Insurance Agent Patti Dirmyer Agent's Phone 407-445-2414

- Alcoholic Beverages?  YES  NO
- Tents?  YES  NO
- Cooking?  YES  NO
- Outdoor Music?  YES  NO
- Additional Electric?  YES  NO
- Carnival Rides?  YES  NO
- Wildlife?  YES  NO
- Fireworks?  YES  NO
- Signs Displayed?  YES  NO
- Set-up/Clean-up by City?  YES  NO
- City Police required?  YES  NO
- Road Closures?  YES  NO

990-8031

If Yes, please specify locations: \_\_\_\_\_

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

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

Received by: \_\_\_\_\_ Date: \_\_\_/\_\_\_/\_\_\_

City Marshal  Approved  Disapproved

City Administrator  Approved  Disapproved

City Council  Approved  Disapproved

INDEMNIFICATION & HOLD HARMLESS

I, Michael E. Harper, as President of DeSoto County Vol. Fire Fighters 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 Annual Golf Tournament to be held at Arcadia Golf Course on March 1, 2014.

(Printed Name) (Title or Office Held) (Club, organization, group, etc) (Name of Event) (Location) (Date)

By: Michael E. Harper (Signature)

Printed Name: Michael E. Harper

Entity Name: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF FLORIDA

COUNTY OF DeSoto

Sworn to and subscribed before me this 6 day of December, by Michael E. Harper as President of D.C. Vol. Fire Dept. who [ ] is personally known to me or [X] has produced ID as identification.

Jill Thompson  
NOTARY PUBLIC

(SEAL)



JILL THOMPSON  
Notary Public, State of Florida  
My Comm. Expires Jan. 29, 2016  
Commission No. EE 164593

## 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:

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

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

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

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

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

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

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

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

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

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

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

Michael E. Harper  
Signature of Applicant/Event Sponsor

12/16/13  
Date

Michael E. Harper  
PRINTED Name of Above

963-9934842  
Contact Phone #

# AGENDA No. 2



**CITY COUNCIL AGENDA ITEM**  
**Requested Council Meeting Date: December 3, 2013**

**DEPARTMENT:** Utility  
**SUBJECT:** Perpetual Easement SR 70 with FDOT  
**RECOMMENDED MOTION:**

**SUMMARY:** Perpetual Easement for maintenance of drainage and inlets. Located at S. Volusia Ave. and E. Oak St.

**FISCAL IMPACT:** No Cost

- Capital Budget
- Operating
- Other

**ATTACHMENTS:**  Ordinance  Resolution  Budget  Other

**Department Head:** A.J. Berndt

**Date:** 12/12/13

**Finance Director (As to Budget Requirements)**

**Date:**

**City Attorney (As to Form and Legality)**

**Date:**

**City Administrator:** Tom Slaughter

**Date:**

**COUNCIL ACTION:**  Approved as Recommended  Disapproved  
 Tabled Indefinitely  Tabled to Date Certain \_\_\_\_\_  Approved with Modifications

PE.14

Date: September 24, 2013  
This instrument prepared under the direction of:  
Kristen Carlson, Chief Counsel  
Post Office Box 1249  
City: Bartow, Florida 33831-1248  
Department of Transportation

F.P. NO. 1939021  
PARCEL 805.1  
SECTION 04020-2512  
STATE ROAD 70  
COUNTY DeSoto

R E S O L U T I O N

ON MOTION of Commissioner \_\_\_\_\_,  
seconded by Commissioner \_\_\_\_\_,  
the following Resolution was adopted:

WHEREAS, the State of Florida Department of Transportation proposes to construct or improve State Road No. 70, Section No. 04020-2512, in DeSoto County, Florida: and

WHEREAS, it is necessary that an easement across certain lands now owned by Arcadia, Florida, be acquired by the State of Florida Department of Transportation: and

WHEREAS, said use is in the best interest of the City: and

WHEREAS, the State of Florida Department of Transportation has made application to said City to execute and deliver to the State of Florida Department of Transportation a perpetual easement, or easements, in favor of the State of Florida Department of Transportation for the purpose of constructing and maintaining Drainage Facilities, and said request having been duly considered.

NOW THEREFORE, BE IT RESOLVED by the Board of City Commissioners of Arcadia, Florida, that the application of the State of Florida Department of Transportation for a perpetual easement, or easements, is for transportation purposes which are in the public or community interest and for public welfare; that a perpetual easement, or easements, in favor of the State of Florida Department of Transportation in Arcadia, Florida, should be drawn and executed by this Board of City Commissioners. Consideration shall be \$ \_\_\_\_\_.

BE IT FURTHER RESOLVED that a certified copy of this Resolution be forwarded forthwith to the State of Florida Department of Transportation at Bartow, Florida.

STATE OF FLORIDA

CITY OF ARCADIA

I HEREBY CERTIFY that the foregoing is a true copy of a Resolution adopted by the Board of City Commissioners of Arcadia, Florida, at a meeting held on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Name:

Clerk, Board of City Commissioners  
Arcadia, Florida

07-PE.13-06/93

Date: September 12, 2013  
This instrument prepared  
under the direction of:  
Kristen Carlson, Chief Counsel  
Post Office Box 1249  
City: Bartow, Florida 33831-1249  
Department of Transportation

F.P. NO. 1939021  
PARCEL 805.1  
SECTION 04020-2512  
STATE ROAD 70  
COUNTY DeSoto

**PERPETUAL EASEMENT**

THIS EASEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
by the City of Arcadia, a municipality of the State of Florida,  
grantor, to the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION,  
its successors and assigns, grantee.

WITNESSETH: That the grantor for and in consideration of  
the sum of One Dollar and other valuable considerations paid, the  
receipt and sufficiency of which is hereby acknowledged, hereby  
grants unto the grantee, its successors and assigns, a perpetual  
easement for the purpose of constructing and maintaining Drainage  
Facilities in, over, under, upon and through the following  
described land in DeSoto County, Florida, viz:

**SEE EXHIBIT "A" Legal Description and  
EXHIBIT "B" Parcel Sketch  
F.P. NO. 1939021 SECTION 04020-2512 PARCEL 850.1**

TO HAVE AND TO HOLD the same unto said grantee, its  
successors and assigns forever.

IN WITNESS WHEREOF, said grantor has caused these presents to be executed in its name by its Mayor, and its seal to be hereto affixed, attested by its City Clerk, the date first above written.

\_\_\_\_\_  
Mayor (OFFICIAL SEAL)

ATTEST: \_\_\_\_\_ (SEAL)  
Its City Clerk

Grantor(s)' Mailing Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, Mayor, who is personally known to me or who has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Name:

Notary Public in and for the County and State last aforesaid.

My Commission Expires: \_\_\_\_\_  
Serial No., if any: \_\_\_\_\_

EXHIBIT "A"  
Page 1 of 1

F.P. No. 1939021

SECTION 04020-2512

PARCEL 805

Perpetual Easement  
For Maintenance of  
Drainage Pipes and Inlets

A parcel of land lying within the platted right of way of South Volusia Avenue and East Oak Street in the City of Arcadia Section 31, Township 37 South, Range 25 East, De Soto County, Florida, being more particularly described as follows:

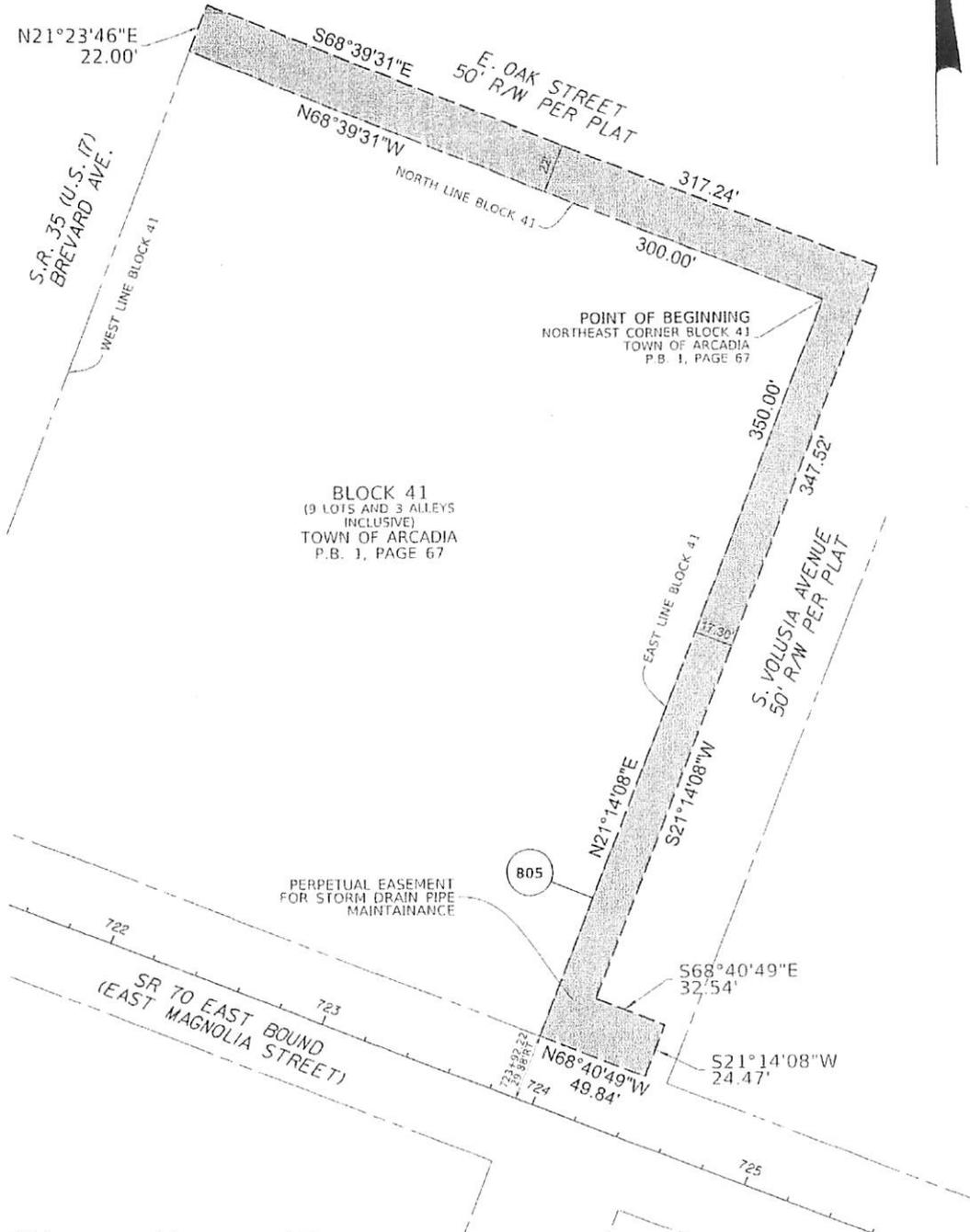
BEGIN at the northeast corner of Block 41, Town of Arcadia, according to the plat thereof as recorded in Plat Book 1 Page 67 of the Public Records of De Soto County, Florida; thence North 68°39'31" West along the north boundary of said Block 41 a distance of 300.00 feet to the northwest corner of said Block 41; thence North 21°23'46" East along the extension of the west line of Block 41 a distance of 22.00 feet; thence South 68°39'31" East parallel with and 22.00 feet North of the North line of said Block 41 a distance of 317.24 feet; thence South 21°14'08" West parallel with and 17.30 feet East of the East line of said Block 41 a distance of 347.52 feet; thence departing said parallel line South 68°40'49" East a distance of 32.54 feet; thence South 21°14'08" West a distance of 24.47 feet to the extension of the South line of said Block 41; thence North 68°40'49" West along the extension of said South line a distance of 49.84 feet to the Southeast corner of Block 41; thence North 21°14'08" East along the east line of Block 41 a distance of 350.00 feet to the POINT OF BEGINNING.

Containing 13,831 square feet (0.318 acres) more or less.

Legal Description Approved by:

  
Michael A. Cocking P.L.S. #5275  
Date: 9/10/2013  
NOT VALID UNLESS EMBOSSED

SECTION 1, TOWNSHIP. 37 S., RANGE. 25 E.



PAGE 1 OF 1 FOR EXHIBIT "B"

FLORIDA DEPARTMENT OF TRANSPORTATION  
PARCEL SKETCH - NOT A SURVEY

STATE ROAD NO. 70				DeSOTO COUNTY	
BY	DATE	PREPARED BY	DATA SOURCE:		
		F.D.O.T.	F.D.O.T. DESIGN FILES AND R/W MAPS		
DRAWN	JTW	09-10-2013	F.P. NO. 1939021	SECTION 04020-2512	PAGE 4 OF 4 FOR PARCEL 805
REVISION	BY	DATE	CHECKED	MAC	09-10-2013

# AGENDA No. 3



**CITY COUNCIL AGENDA ITEM**  
**Requested Council Meeting Date: December 3, 2013**

**DEPARTMENT:** Utility  
**SUBJECT:** Utility Work Agreement FP I.D.# 431939  
**RECOMMENDED MOTION:** Approval

**SUMMARY:** Utility Work Agreement that allows FDOT retain design consultant for relocating Utilities at no cost to the City of Arcadia.

**FISCAL IMPACT:** No Cost

Capital Budget  
 Operating  
 Other

**ATTACHMENTS:**  Ordinance  Resolution  Budget  Other

**Department Head:**

**Date:** 12/12/13

**Finance Director (As to Budget Requirements)**

**Date:**

**City Attorney (As to Form and Legality)**

**Date:**

**City Administrator: Tom Slaughter**

**Date:**

**COUNCIL ACTION:**  Approved as Recommended  
 Tabled Indefinitely  Tabled to Date Certain \_\_\_\_\_

Disapproved  
 Approved with Modifications

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**UTILITY WORK BY HIGHWAY CONTRACTOR AGREEMENT**  
(AT FDOT EXPENSE)

**APPENDIX**  
**Changes to Form Document**

The following changes are hereby made to the Utility Work by Highway Contractor Agreement (at FDOT Expense) between the **State of Florida Department of Transportation** (the "**FDOT**") and City of Arcadia (the "**UAO**") dated the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_:

1. The words "and/or the **FDOT** design consultant" are added after the word "contractor" in the fourth premises clause.

2. Subparagraph 1.a. is revised to read as follows:

“The **FDOT** design consultant shall prepare a final engineering design, plans, technical special provisions, and a cost estimate for the Utility Work (hereinafter referred to as the Plans Package) or the **UAO**’s proposed design may be incorporated into the FDOT construction plans.”

3. Subparagraph 1.f. is revised to read as follows:

“The **FDOT** design consultant shall provide a copy of the proposed Plans Package to the **UAO** for review at the stages that they are provided to the **FDOT**. The **UAO** shall review the Plans Package to see that it complies with the requirements of this Agreement.”

4. Subparagraph 1.g. is revised to read as follows:

“In the event that the **UAO** finds any deficiencies in the Plans Package during the reviews performed pursuant to Subparagraph f. above, the **UAO** will notify the **FDOT** in writing of the deficiencies within the time stated in the notice. The **FDOT**’s review and approval of the documents shall not relieve the **UAO** from responsibility for subsequently discovered errors or omissions.”

5. Subparagraph 1.h. is revised to read as follows:

“The **UAO** shall furnish the **FDOT** such information from the **UAO**’s files as requested by the **FDOT**.”

6. Subparagraph 1.i. is revised to read as follows:

“The Facilities and the Utility Work will include new installations as identified in the Plans Package which are located within the limits of the Project, except as generally summarized as follows:   N/A  ”

7. Subparagraph 1.l is deleted and replaced with the following:

**“FDOT shall pay the cost for the preparation of the Plans Package.”**

8. The words “if applicable” are added at the beginning of Subparagraph 1.m.

9. Paragraph 2.a. is revised to read as follows:

**“The FDOT shall incorporate the Plans Package or the UAO’s proposed design into its contract for construction of the Project.”**

10. The words “if applicable” are added at the end of each Subparagraph in the following:

a. 2.f. and 2.g.

b. 3.b. through 3.d.

11. Subparagraph 3.e. is deleted

12. Subparagraph 3.f. is re-lettered as Subparagraph 3.e. The first line in the re-lettered Subparagraph 3.e. is revised to read as follows:

**“If applicable, payment of the UAO Participating Amount pursuant to this paragraph will be made (choose one):”**

13. Subparagraph 3.g. is re-letter as Subparagraph 3.f.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**UTILITY WORK BY HIGHWAY CONTRACTOR AGREEMENT**  
(AT FDOT EXPENSE)

Form No. 710-010-21  
UTILITIES  
10/04

<b>Financial Project ID: 431939-1-56-01</b>	<b>Federal Project ID: N/A</b>
<b>County: Desoto</b>	<b>State Road No.: 70</b>
<b>District Document No: 1</b>	
<b>Utility Agency/Owner (UAO): City of Arcadia</b>	

**THIS AGREEMENT**, entered into this \_\_\_\_ day of \_\_\_\_\_, year of \_\_\_\_\_, by and between the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**, hereinafter referred to as the "FDOT", and **City of Arcadia**, hereinafter referred to as the "UAO";

**WITNESSETH:**

**WHEREAS**, the **FDOT**, is constructing, reconstructing, or otherwise changing a portion of a public road or publicly owned rail corridor, said project being identified as WB SR 70 from N Orange Ave to N Lee Ave, State Road No.: 70, hereinafter referred to as the "Project"; and

**WHEREAS**, the **UAO** owns or desires to install certain utility facilities which are located within the limits of the Project hereinafter referred to as the "Facilities" (said term shall be deemed to include utility facilities as the same may be relocated, adjusted, installed, or placed out of service pursuant to this Agreement); and

**WHEREAS**, the Project requires the location (vertically and/or horizontally), protection, relocation, adjustment or removal of the Facilities, or some combination thereof, hereinafter referred to as "Utility Work"; and

**WHEREAS**, the **FDOT** and the **UAO** desire to enter into a joint agreement pursuant to Section 337.403(1)(b), Florida Statutes for the Utility Work to be accomplished by the **FDOT's** contractor as part of the construction of the Project; and

**WHEREAS**, the **FDOT**, pursuant to the terms and conditions hereof, will bear certain costs associated with the Utility Work;

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants contained herein, the **FDOT** and the **UAO** hereby agree as follows:

**1. Design of Utility Work**

- a. **UAO** shall prepare a final engineering design, plans, technical special provisions, and a cost estimate for the Utility Work (hereinafter referred to as the Plans Package) on or before N/A, year of N/A.
- b. The Plans Package shall be in the same format as the **FDOT's** contract documents for the Project and shall be suitable for reproduction.
- c. Unless otherwise specifically directed in writing, the Plans Package shall include any and all activities and work effort required to perform the Utility Work, including, but not limited to, all clearing and grubbing, survey work, and shall include a traffic control plan.
- d. The Plans Package shall be prepared in compliance with the **FDOT's** Utility Accommodation Manual and the **FDOT's** Plans Preparation Manual in effect at the time the Plans Package is prepared, and the **FDOT's** contract documents for the Project. If the **FDOT's** Plans Preparation Manual is updated and conflicts with the **FDOT's** Utility Accommodation Manual, the Utility Accommodation Manual shall apply where such conflicts exist.
- e. The technical special provisions which are a part of the Plans Package shall be prepared in accordance with the **FDOT's** guidelines on preparation of technical special provisions and shall not duplicate or change the general contracting provisions of the **FDOT's** Standard Specifications for Road and Bridge Construction and any Supplemental Specifications, Special Provisions, or Developmental

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**UTILITY WORK BY HIGHWAY CONTRACTOR AGREEMENT**  
(AT FDOT EXPENSE)

Form No. 710-010-21  
UTILITIES  
10/04

Specifications of the **FDOT** for the Project.

- f. **UAO** shall provide a copy of the proposed Plans Package to the **FDOT**, and to such other right of way users as designated by the **FDOT**, for review at the following stages: N/A. Prior to submission of the proposed Plans Package for review at these stages, the **UAO** shall send the **FDOT** a work progress schedule explaining how the **UAO** will meet the **FDOT's** production schedule. The work progress schedule shall include the review stages, as well as other milestones necessary to complete the Plans Package within the time specified in Subparagraph a. above.
- g. In the event that the **FDOT** finds any deficiencies in the Plans Package during the reviews performed pursuant to Subparagraph f. above, the **FDOT** will notify the **UAO** in writing of the deficiencies and the **UAO** will correct the deficiencies and return corrected documents within the time stated in the notice. The **FDOT's** review and approval of the documents shall not relieve the **UAO** from responsibility for subsequently discovered errors or omissions.
- h. The **FDOT** shall furnish the **UAO** such information from the **FDOT's** files as requested by the **UAO**; however, the **UAO** shall at all time be and remain solely responsible for proper preparation of the Plans Package and for verifying all information necessary to properly prepare the Plans Package, including survey information as to the location (both vertical and horizontal) of the Facilities. The providing of information by the **FDOT** shall not relieve the **UAO** of this obligation nor transfer any of that responsibility to the **FDOT**.
- i. The Facilities and the Utility Work will include all utility facilities of the **UAO** which are located within the limits of the Project, except as generally summarized as follows: N/A. These exceptions shall be handled by separate arrangement.
- j. The **UAO** shall fully cooperate with all other right of way users in the preparation of the Plans Package. Any conflicts that cannot be resolved through cooperation shall be resolved in the manner determined by the **FDOT**.
- k. Upon completion of the Utility Work, the Facilities, shall be deemed to be located on the public road or publicly owned rail corridor under and pursuant to the Utility Permit Pending.  
*(Note: It is the intent of this line to allow either attachment of or separate reference to the permit).*
- l. The cost of any design work performed pursuant to this paragraph 1 shall be reimbursed by a separate agreement.
- m. As part of the final submittal of the Plans Package, the **UAO** shall also submit an estimate of the amount of the cost of the Utility Work that should be paid for by the **UAO**, hereinafter referred to as the **UAO** Participating Amount. The determination of that amount shall be based on the credit required for any increase in the value of the new Facility and for any salvage derived from the old Facility. These credits shall be determined as follows:
  - (1) Increase in value credit.
    - (a) Expired Service Life. If an entirely new Facility is constructed and the old Facility retired, credit for the normally-expected service life of the old Facility applies.
    - (b) Upgrading. A percentage of the total cost of the Relocation Work, based on the extent of the betterment obtained from the new Facilities will be applied.
  - (2) Salvage Value. The **FDOT** shall receive fair salvage value credit for any salvage which will become available to the **UAO** as a result of the Utility Work.

The submittal shall show the calculation of the **UAO** Participating Amount in detail for each of the credits required above. The **FDOT** shall review the calculations and advise the **UAO** of

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**UTILITY WORK BY HIGHWAY CONTRACTOR AGREEMENT**  
(AT FDOT EXPENSE)

Form No. 710-010-21  
UTILITIES  
10/04

any objections. In the event that the parties cannot come to an agreement as to the **UAO** Participating Amount, the **FDOT's** determination of the amount shall prevail.

**2. Performance of Utility Work**

- a. The **FDOT** shall incorporate the Plans Package into its contract for construction of the Project.
- b. The **FDOT** shall procure a contract for construction of the Project in accordance with the **FDOT's** requirements.
- c. The **UAO** shall perform all engineering inspection, testing, and monitoring of the Utility Work to insure that it is properly performed in accordance with the Plans Package except for the following activities: N/A and will furnish the **FDOT** with daily diary records showing approved quantities and amounts for weekly, monthly, and final estimates in accordance with the format required by the **FDOT**.
- d. Except for the inspection, testing, monitoring and reporting to be performed by the **UAO** in accordance with Subparagraph 2. c., the **FDOT** will perform all contract administration for its construction contract.
- e. The **UAO** shall fully cooperate with the **FDOT** and the **FDOT's** contractor in all matters relating to the performance of the Utility Work.
- f. The **FDOT's** engineer has full authority over the Project and the **UAO** shall be responsible for coordinating and cooperating with the **FDOT's** engineer. In so doing, the **UAO** shall make such adjustments and changes in the Plans Package as the **FDOT's** engineer shall determine are necessary for the prosecution of the Project.
- g. The **UAO** shall not make any changes to the Plans Package after the date on which the **FDOT's** contract documents are mailed to Tallahassee for advertisement of the Project unless those changes fall within the categories of changes which are allowed by supplemental agreement to the **FDOT's** contract pursuant to Section 337.11, Florida Statutes. All changes, regardless of the nature of the change or the timing of the change, shall be subject to the prior approval of the **FDOT**.

**3. Cost of Utility Work**

- a. Except as otherwise provided herein, the **FDOT** shall be responsible for all costs of the Utility Work and all costs associated with any adjustments or changes to the Utility Work determined by the **FDOT's** engineer to be necessary, including, but not limited to the cost of changing the Plans Package and the increase in the cost of performing the Utility Work, unless the adjustments or changes are necessitated by an error or omission of the **UAO**. The **FDOT** shall not be responsible for the cost of delays caused by such adjustments or changes to the extent they are attributable to the **UAO** pursuant to Subparagraph 4.a.
- b. At such time as the **FDOT** prepares its official estimate, the **FDOT** shall notify the **UAO** of the **UAO** Participating Amount, determined in accordance with Subparagraph 1.m. hereof.
- c. At least Thirty (30) days prior to the date on which the **FDOT** advertises the Project for bids, the **UAO** will pay to the **FDOT** the **UAO** Participating Amount.
- d. If the **UAO's** percentage contribution to the portion of the bid of the contractor selected by the **FDOT** which is for performance of the Utility Work (calculated by dividing the **UAO's** Participating Amount by the amount of the **FDOT's** official estimate) exceeds the amount of the deposit made pursuant to Subparagraph c. above, then the **UAO** shall, within fourteen (14) calendar days from notification from the **FDOT**, or prior to posting of the accepted bid, whichever is earlier, pay an additional amount to

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**UTILITY WORK BY HIGHWAY CONTRACTOR AGREEMENT**  
(AT FDOT EXPENSE)

Form No. 710-010-21  
UTILITIES  
10/04

the **FDOT** to bring the total amount paid to the total percentage contribution of the **UAO**. If said portion of the bid is less than the amount on deposit, the excess deposit shall be returned to the **UAO** in accordance with Section 215.422, Florida Statutes.

- e. The **FDOT** may use the funds paid by the **UAO** for payment of the cost of the Utility Work.
- f. Payment of the funds pursuant to this paragraph will be made (choose one):
  - directly to the **FDOT** for deposit into the State Transportation Trust Fund.
  - as provided in the attached Memorandum of Agreement between the **UAO**, the **FDOT**, and the State of Florida, Department of Financial Services, Division of Treasury. Deposits of less than \$100,000.00 must be pre-approved by the Department of Financial Services and **FDOT** Comptroller's Office prior to execution of this agreement.
- g. Upon final payment to the contractor, the **FDOT** intends to have its final and complete billing of all costs incurred in connection with the Utility Work within three hundred sixty (360) days. All cost records and accounts shall be subject to audit by a representative of the **UAO** within three (3) years after final close out of the Project.

#### 4. Claims Against UAO

- a. The **UAO** shall be responsible for all costs incurred as a result of any delay to the **FDOT** or its contractors caused by errors or omissions in the Plans Package (including inaccurate location of the Facilities) or by failure of the **UAO** to properly perform its obligations under this Agreement in a timely manner.
- b. In the event the **FDOT's** contractor provides a notice of intent to make a claim against the **FDOT** relating to the Utility Work, the **FDOT** will notify the **UAO** of the notice of intent and the **UAO** will thereafter keep and maintain daily field reports and all other records relating to the intended claim.
- c. In the event the **FDOT's** contractor makes any claim against the **FDOT** relating to the Utility Work, the **FDOT** will notify the **UAO** of the claim and the **UAO** will cooperate with the **FDOT** in analyzing and resolving the claim within a reasonable time. Any resolution of any portion of the claim directly between the **UAO** and the **FDOT's** contractor shall be in writing, shall be subject to written **FDOT** concurrence and shall specify the extent to which it resolves the claim against the **FDOT**.

#### 5. Out of Service Facilities

No Facilities shall be placed out of service unless specifically identified as such in the Plans Package. The following terms and conditions shall apply to Facilities placed Out-of-Service:

- a. The **UAO** acknowledges its present and continuing ownership of and responsibility for out of service Facilities.
- b. The **FDOT** agrees to allow the **UAO** to leave the Facilities within the right of way subject to the continuing satisfactory performance of the conditions of this Agreement by **UAO**. In the event of a breach of this Agreement by **UAO**, the Facilities shall be removed upon demand from the **FDOT** in accordance with the provisions of Subparagraph e. below.
- c. The **UAO** shall take such steps to secure the Facilities and otherwise make the Facilities safe in accordance with any and all applicable local, state or federal laws and regulations and in accordance with the legal duty of the **UAO** to use due care in its dealings with others. The **UAO** shall be solely responsible for gathering all information necessary to meet these obligations.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**UTILITY WORK BY HIGHWAY CONTRACTOR AGREEMENT**  
(AT FDOT EXPENSE)

Form No. 710-010-21  
UTILITIES  
10/04

- d. The **UAO** shall keep and preserve all records relating to the Facilities, including, but not limited to, records of the location, nature of, and steps taken to safely secure the Facilities and shall promptly respond to information requests of the **FDOT** or other permittees using or seeking use of the right of way.
- e. The **UAO** shall remove the Facilities at the request of the **FDOT** in the event that the **FDOT** determines that removal is necessary for **FDOT** use of the right of way or in the event that the **FDOT** determines that use of the right of way is needed for other active utilities that cannot be otherwise accommodated in the right of way. In the event that the out of service Facilities would have qualified for reimbursement only under Section 337.403(1)(a), Florida Statutes, removal shall be at the sole cost and expense of the **UAO** and without any right of the **UAO** to object or make any claim of any nature whatsoever with regard thereto. In the event that the out of service Facilities would have qualified for reimbursement for other reasons, removal of the out of service Facilities shall be reimbursed by the **FDOT** as though it had not been placed out of service. Removal shall be completed within the time specified in the **FDOT's** notice to remove. In the event that the **UAO** fails to perform the removal properly within the specified time, the **FDOT** may proceed to perform the removal at the **UAO's** expense pursuant to the provisions of Sections 337.403 and 337.404, Florida Statutes.
- f. Except as otherwise provided in Subparagraph e. above, the **UAO** agrees that the Facilities shall forever remain the legal and financial responsibility of the **UAO**. The **UAO** shall reimburse the **FDOT** for any and all costs of any nature whatsoever resulting from the presence of the Facilities within the right of way. Said costs shall include, but shall not be limited to, charges or expenses which may result from the future need to remove the Facilities or from the presence of any hazardous substance or material in or discharging from the Facilities. Nothing in this paragraph shall be interpreted to require the **UAO** to indemnify the **FDOT** for the **FDOT's** own negligence; however, it is the intent that all other costs and expenses of any nature be the responsibility of the **UAO**.

**6. Default**

- a. In the event that the **UAO** breaches any provision of this Agreement, then in addition to any other remedies which are otherwise provided for in this Agreement, the **FDOT** may exercise one or more of the following options, provided that at no time shall the **FDOT** be entitled to receive double recovery of damages:
  - (1) Terminate this Agreement if the breach is material and has not been cured within sixty (60) days from written notice thereof from **FDOT**.
  - (2) Pursue a claim for damages suffered by the **FDOT**.
  - (3) If the Utility Work is reimbursable under this Agreement, withhold reimbursement payments until the breach is cured. The right to withhold shall be limited to actual claim payments made by **FDOT** to third parties.
  - (4) If the Utility Work is reimbursable under this Agreement, offset any damages suffered by the **FDOT** or the public against payments due under this Agreement for the same Project. The right to offset shall be limited to actual claim payments made by **FDOT** to third parties.
  - (5) Suspend the issuance of further permits to the **UAO** for the placement of Facilities on **FDOT** property if the breach is material and has not been cured within sixty (60) days from written notice thereof from **FDOT** until such time as the breach is cured.
  - (6) Pursue any other remedies legally available.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**UTILITY WORK BY HIGHWAY CONTRACTOR AGREEMENT**  
(AT FDOT EXPENSE)

Form No. 710-010-21  
UTILITIES  
10/04

- (7) Perform any work with its own forces or through contractors and seek repayment for the cost thereof under Section 337.403(3), Florida Statutes.
- b. In the event that the **FDOT** breaches any provision of this Agreement, then in addition to any other remedies which are otherwise provided for in the Agreement, the **UAO** may exercise one or more of the following options:
  - (1) Terminate this Agreement if the breach is material and has not been cured within sixty (60) days from written notice thereof from the **UAO**.
  - (2) If the breach is a failure to pay an invoice for Utility Work which is reimbursable under this Agreement, pursue any statutory remedies that the **UAO** may have for failure to pay invoices.
  - (3) Pursue any other remedies legally available.
- c. Termination of this Agreement shall not relieve either party from any obligations it has pursuant to other agreements between the parties nor from any statutory obligations that either party may have with regard to the subject matter hereof.

**7. Force Majeure**

Neither the **UAO** nor the **FDOT** shall be liable to the other for any failure to perform under this Agreement to the extent such performance is prevented by an act of God, war, riots, natural catastrophe, or other event beyond the control of the non-performing party and which could not have been avoided or overcome by the exercise of due diligence; provided that the party claiming the excuse from performance has (a) promptly notified the other party of the occurrence and its estimated duration, (b) promptly remedied or mitigated the effect of the occurrence to the extent possible, and (c) resumed performance as soon as possible.

**8. Indemnification**

**FOR GOVERNMENT-OWNED UTILITIES,**

To the extent provided by law, the **UAO** shall indemnify, defend, and hold harmless the **FDOT** and all of its officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any acts, action, error, neglect, or omission by the **UAO**, its agents, employees, or contractors during the performance of the Agreement, whether direct or indirect, and whether to any person or property to which **FDOT** or said parties may be subject, except that neither the **UAO**, its agents, employees, or contractors will be liable under this section for damages arising out of the injury or damage to persons or property directly caused by or resulting from the negligence of the **FDOT** or any of its officers, agents, or employees during the performance of this Agreement.

When the **FDOT** receives a notice of claim for damages that may have been caused by the **UAO** in the performance of services required under this Agreement, the **FDOT** will immediately forward the claim to the **UAO**. The **UAO** and the **FDOT** will evaluate the claim and report their findings to each other within fourteen (14) working days and will jointly discuss options in defending the claim. After reviewing the claim, the **FDOT** will determine whether to require the participation of the **UAO** in the defense of the claim or to require the **UAO** to defend the **FDOT** in such claim as described in this section. The **FDOT's** failure to notify the **UAO** of a claim shall not release the **UAO** from any of the requirements of this section. The **FDOT** and the **UAO** will pay their own costs for the evaluation, settlement negotiations, and trial, if any. However, if only one party participates in the defense of the claim at trial, that party is responsible for all costs.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**UTILITY WORK BY HIGHWAY CONTRACTOR AGREEMENT**  
(AT FDOT EXPENSE)

Form No. 710-010-21  
UTILITIES  
10/04

**FOR NON-GOVERNMENT-OWNED UTILITIES,**

The **UAO** shall indemnify, defend, and hold harmless the **FDOT** and all of its officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any acts, action, error, neglect, or omission by the **UAO**, its agents, employees, or contractors during the performance of the Agreement, whether direct or indirect, and whether to any person or property to which **FDOT** or said parties may be subject, except that neither the **UAO**, its agents, employees, or contractors will be liable under this section for damages arising out of the injury or damage to persons or property directly caused by or resulting from the negligence of the **FDOT** or any of its officers, agents, or employees during the performance of this Agreement.

The **UAO's** obligation to indemnify, defend, and pay for the defense or at the **FDOT's** option, to participate and associate with the **FDOT** in the defense and trial of any damage claim or suit and any related settlement negotiations, shall arise within fourteen (14) days of receipt by the **UAO** of the **FDOT's** notice of claim for indemnification to the **UAO**. The notice of claim for indemnification shall be served by certified mail. The **UAO's** obligation to defend and indemnify within fourteen (14) days of such notice shall not be excused because of the **UAO's** inability to evaluate liability or because the **UAO** evaluates liability and determines the **UAO** is not liable or determines the **FDOT** is solely negligent. Only a final adjudication or judgment finding the **FDOT** solely negligent shall excuse performance of this provision by the **UAO**. The **UAO** shall pay all costs and fees related to this obligation and its enforcement by the **FDOT**. The **FDOT's** delay in notifying the **UAO** of a claim shall not release **UAO** of the above duty to defend.

**9. Miscellaneous**

- a. Time is of essence in the performance of all obligations under this Agreement.
- b. The Facilities shall at all times remain the property of and be properly protected and maintained by the **UAO** in accordance with the current Utility Accommodation Manual in effect at the time the Plans Package is prepared and the current utility permit for the Facilities; provided, however, that the **UAO** shall not be obligated to protect or maintain any of the Facilities to the extent the **FDOT's** contractor has that obligation as part of the Utility Work pursuant to the **FDOT's** specifications.
- c. The **FDOT** may unilaterally cancel this Agreement for refusal by the **UAO** to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the **UAO** in conjunction with this Agreement.
- d. This Agreement constitutes the complete and final expression of the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, or negotiations with respect thereto, except that the parties understand and agree that the **FDOT** has manuals and written policies and procedures which may be applicable at the time of the Project and the relocation of the Facilities.
- e. This Agreement shall be governed by the laws of the State of Florida. Any provision hereof found to be unlawful or unenforceable shall be severable and shall not affect the validity of the remaining portions hereof.
- f. All notices required pursuant to the terms hereof may be sent by first class United States Mail, facsimile transmission, hand delivery, or express mail and shall be deemed to have been received by the end of five business days from the proper sending thereof unless proof of prior actual receipt is provided. The **UAO** shall have a continuing obligation to notify each District of the **FDOT** of the appropriate persons for notices to be sent pursuant to this Agreement. Unless otherwise notified in writing, notices shall be sent to the following addresses:

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**UTILITY WORK BY HIGHWAY CONTRACTOR AGREEMENT**  
(AT FDOT EXPENSE)

Form No. 710-010-21  
UTILITIES  
10/04

If to the **UAO**:  
Thomas Slaughter  
\_\_\_\_\_  
23 N. Polk Avenue  
\_\_\_\_\_  
Arcadia, FL 34266  
\_\_\_\_\_

If to the **FDOT**:  
Shirley McCrary  
\_\_\_\_\_  
801 North Broadway Avenue, MS 1-11  
\_\_\_\_\_  
Bartow, FL 33830  
\_\_\_\_\_

**10. Certification**

This document is a printout of an **FDOT** form maintained in an electronic format and all revisions thereto by the **UAO** in the form of additions, deletions, or substitutions are reflected only in an Appendix entitled Changes To Form Document and no change is made in the text of the document itself. Hand notations on affected portions of this document may refer to changes reflected in the above-named Appendix but are for reference purposes only and do not change the terms of the document. By signing this document, the **UAO** hereby represents that no change has been made to the text of this document except through the terms of the appendix entitled Changes To Form Document."

You MUST signify by selecting or checking which of the following applies:

- No changes have been made to this Form Document and no Appendix entitled "Changes to Form Document" is attached.
- No changes have been made to this Form Document, but changes are included on the attached Appendix entitled "Changes to Form Document."

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement effective the day and year first written.

**UTILITY: City of Arcadia**

**BY: (Signature)** \_\_\_\_\_

**DATE:** \_\_\_\_\_

(Typed Name: \_\_\_\_\_)

(Typed Title: \_\_\_\_\_)

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**Recommend Approval by the District Utility Office**

**BY: (Signature)** \_\_\_\_\_

**DATE:** \_\_\_\_\_

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**UTILITY WORK BY HIGHWAY CONTRACTOR AGREEMENT**  
(AT FDOT EXPENSE)

Form No. 710-010-21  
UTILITIES  
10/04

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**FDOT Legal review**

BY: **(Signature)** \_\_\_\_\_

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

**District Counsel**

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**STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION**

BY: **(Signature)** \_\_\_\_\_

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

(Typed Name: \_\_\_\_\_)

(Typed Title: \_\_\_\_\_)

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**FEDERAL HIGHWAY ADMINISTRATION (if applicable)**

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

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

(Typed Name: \_\_\_\_\_)

(Typed Title: \_\_\_\_\_)

**2010-21 An Ordinance relating to regulation of water, reclaimed water and wastewater services and utilities in DeSoto County, including a Rate Schedule and adopting the Utilities Standards Handbook.**

**Adopted July 27, 2010**

## SECTION 6

### WATER TRANSMISSION/DISTRIBUTION SYSTEMS

#### 6.01 GENERAL

This Section sets forth the general requirements for design and installation of water distribution systems for potable and irrigational service.

#### 6.02 DESIGN STANDARDS

- A. **Required Reference:** The Applicant shall comply with the design and installation requirements as established by the FDEP and additional specific requirements stated in this Handbook. The criteria set forth in Part 8 of the "Ten-State Standards - Recommended Standards for Water Works" and Insurance Services Office should be used as a design guide.
- B. **System Design:**
1. **Normal Flow Demands:** Flow demands for design shall be calculated on the basis of the ultimate development as known, or projected. The ADF for domestic use shall be calculated at the minimum rate of 255 GPD per ERU. Maximum-day demand to be used for design shall use a multiplier of 2.0, and Peak demand shall use a multiplier of 4.0, unless a lesser multiplier is derived based on population projections. Flow demands for commercial, industrial or other special developments shall be established from existing records or by estimated projections, using the best available data.
  2. **Fire Flow:** Minimum system requirements for fire flow rates, duration (time) for total flow, as related to the total ultimate maximum-day demand, shall be designed in conformance with the Insurance Services Office Fire Suppression Rating Schedule, Latest Edition. All fire flow rates and fire protection systems shall also be in complete conformance with applicable local and state fire code regulations. Minimum fire flow rates required for maximum-day demands shall be based on population, density, and/or other hazardous features of the proposed construction, as specifically required.
  3. **Fire Hydrant Location:** Spacing for hydrants located within low density areas shall in no case exceed 1,000 feet (measured along the main) and shall be connected to 8-inch diameter Water Mains minimum, which are of satisfactory loop design. Connection to dead-end stubs are acceptable, providing said stub water main is not less than 8 inches in diameter. Hydrants located in commercial, industrial or other high density areas, shall be spaced no further than 500 feet apart (measured along the main) and shall connect to looped Water Mains 8 inches in diameter, or larger, if

required by the design flow demand. Exact locations of fire hydrants will be in complete conformance with local and state fire code regulations. Where allowed by fire codes, Utility at its sole discretion can adjust the spacing of hydrants.

4. **System Size Computation:** The minimum design for water distribution systems shall provide for at least 100% of the combined maximum-day demand rate and required fire flow for said rate, with special provisions for peak flows in excess thereof. The allowable minimum service pressure under said design condition shall be not less than 20 pounds per square inch. Design computation shall be by the "Hardy Cross" method, or other applicable methods, as dictated by the system configuration. Design flows and method of computation shall be subject to review and approval.
5. **Valve Locations:** Valves shall be provided for all branch connections, main ends, fire hydrant stubs or other locations, as required to provide an operable, easily maintained and repaired water distribution system. Valves are to be placed so that the maximum allowable length of Water Main required to be shut-down for repair Work shall be 500 feet in commercial, industrial or high density residential districts, or 1,000 feet in other areas. The Utility at its sole discretion can increase or decrease the spacing.
6. **PVC Pipe:** PVC piping for Water Mains shall not be used near underground storage tanks, gas stations, and known contamination sites. Ductile Iron Pipe with nitrile gaskets or another acceptable hydrocarbon resistant material shall be used.

### 6.03 STANDARD REQUIREMENTS

- A. **Approved Pipe, Fittings and Valves:** The types tabulated below, within the size range indicated and for the applicable service, are approved for water distribution system construction:

<u>Pipe and Fittings</u>	<u>Size Range (Inches)</u>
Ductile Iron Pipe (DIP) & Fittings – Cement Mortar Lined	No Limit
Prestressed Concrete Pipe (PCP) & Fittings (Bituminous Interior Seal Coat) - "Special Approval Required"	16-Inch or Larger
Polyvinyl Chloride (PVC) Pipe & Cast Iron Fittings	16-Inch or Less
Brass Fittings	Service Connections Only
Polyethylene Plastic Pipe and Brass Fittings	Service Connections Only

# AGENDA No. 4



CITY COUNCIL AGENDA ITEM  
Requested Council Meeting Date: December 3, 2013

DEPARTMENT: Utility  
SUBJECT: Resolution for Signature Authority FDOT FP I.D. #431939  
RECOMMENDED MOTION: Approval

SUMMARY: Gives signature authority to Interim City Administrator / City Administrator for FDOT Project FP I.D. #431939

FISCAL IMPACT: No Cost

Capital Budget  
 Operating  
 Other

ATTACHMENTS:  Ordinance  Resolution  Budget  Other

Department Head: A.J. Berndt

Date: 12/12/13

Finance Director (As to Budget Requirements)

Date:

City Attorney (As to Form and Legality)

Date:

City Administrator: Tom Slaughter

Date:

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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**RESOLUTION**  
UTILITY AGREEMENT

FORM 710-010-13  
UTILITIES  
10/98

FPN				COUNTY	S.R.#	FAP NO.
431939	1	56	01	Desoto	70	

**WHEREAS**, the State of Florida Department of Transportation, hereinafter referred to as the **FDOT**, proposes to construct or reconstruct a transportation facility identified above, hereinafter referred to as the **Project**; and

**WHEREAS**, in order for the **FDOT** to proceed with the Project, it is necessary for City of Arcadia, hereinafter referred to as the **UAO**, to execute and deliver to the **FDOT** the agreement identified as 431939-1-56-01, hereinafter referred to as the **Agreement**;

**NOW, THEREFORE, BE IT RESOLVED BY THE UAO:**

That **(Name)** \_\_\_\_\_, **(Title)** \_\_\_\_\_ be hereby authorized and directed to execute and deliver the Agreement to the **FDOT**.

A certified copy of this Resolution be forwarded to the **FDOT** along with the executed Agreement.

**ON MOTION** of \_\_\_\_\_, seconded by \_\_\_\_\_, the above resolution was introduced and passed by the **UAO** on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

NAME: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST: \_\_\_\_\_

Title: \_\_\_\_\_

# AGENDA No. 5



CITY COUNCIL AGENDA ITEM  
Requested Council Meeting Date: December 3, 2013

DEPARTMENT: Utility Department  
SUBJECT: Delegation and Special Power of Attorney  
RECOMMENDED MOTION: Approval

SUMMARY: Gives Power of Attorney to a specific Title of Representative instead of a particular named person, in order to approve and execute documents between the UAO and the FDOT.

FISCAL IMPACT: No Cost

Capital Budget  
 Operating  
 Other

ATTACHMENTS:  Ordinance  Resolution  Budget  Other

Department Head: A.J. Berndt

Date: 12-12-13

Finance Director (As to Budget Requirements)

Date:

City Attorney (As to Form and Legality)

Date:

City Administrator: Tom Slaughter

Date:

COUNCIL ACTION:  Approved as Recommended  
 Tabled Indefinitely  Tabled to Date Certain \_\_\_\_\_

Disapproved  
 Approved with Modifications





# AGENDA No. 6



CITY COUNCIL AGENDA ITEM

Requested Council Meeting Date: December 17, 2013

DEPARTMENT: Zoning & Planning

SUBJECT: Certificate of Appropriateness for the property located in the Historical District at 108 West Walnut Street.

RECOMMENDED MOTION:

The Historic Preservation Commission was not able to recommend approval due to the board not meeting proper board standards. Members Carol Mahler, and Cynthia McLeod-Ely were present and did review the request for the Certificate of Appropriateness. Due to time restraints and other setbacks, both attending members agreed to move forward with the application process. The Historic Preservation Commission advised the applicant to be present at City Council meeting to answer any question by the City Council.

SUMMARY:

Wells Fargo Home Mortgage proposes to re-roof structure, rebuild steps and replace lattice at crawl space.

FISCAL IMPACT: \_\_\_\_\_

- Capital Budget
- Operating
- Other

ATTACHMENTS:  Ordinance  Resolution  Budget  Other

Department Head: Carl McQuay

Date:

Finance Director (As to Budget Requirements)

Date:

City Attorney (As to Form and Legality)

Date:

City Administrator: Tom Slaughter

Date:

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



## MEMORANDUM

TO: Arcadia City Council

FROM: Carl McQuay, Interim Planner/Code Enforcement

DATE: December 17, 2013

SUBJECT: Certificate of Appropriateness:

The City of Arcadia Ordinance No. 955, Historic Preservation, requires any application for the construction, reconstruction, alteration and demolition of a historic structure, historic site or a structure within a historic district to petition for a Certificate of Appropriateness, reviewed by the Historic Preservation Commission and issued by City Council, prior to any construction activities. The following applicant has submitted an application for construction, reconstruction, alteration and demolition on the following parcel:

Background:

108 West Walnut Street – Wells Fargo Home Mortgage propose to re-roof structure, rebuild steps and replace lattice at crawl space.

The Commission shall review the application for conformity with the following criteria, and shall recommend issuance of the Certificate of Appropriateness unless:

1. *in the case of a designated historic structure or historic site the proposed work would detrimentally change, destroy, or adversely affect any exterior feature of the improvement or site upon said work is to be done;*
2. *in the case of the construction of a new improvement upon a historic site or within a historic district, the exterior of such improvement would adversely affect or not harmonize with the external appearance of other neighboring improvements on such site or within such district;*
3. *in the case of any property located in a historic district, the proposed construction, reconstruction, exterior alteration or demolition does not conform to the purpose and intent of this chapter and/or to the objectives and design criteria of any historic preservation plan approved for said district;*
4. *the building or structure is of such architectural or historical significance that its demolition would be detrimental to the public interest and contrary to the general welfare of the people of the city and state; or*

5. *in the case of a request for the demolition of a deteriorated building or structure, any economic hardship or difficulty claimed by the owner is self-created or is the result of any failure to maintain the property in good repair.*

Findings:

The proposed use is consistent with the City's adopted Comprehensive Plan and Zoning Map. City Council is guided in its final decision for architectural approval by Ordinance No. 955 – Historic Preservation and specifically, Section 60-5(c), Code of Ordinances, Regulation of Construction, Reconstruction, Alteration, and Demolition.

Recommendation:

The Historic Preservation Commission was not able to recommend approval due to the board not meeting proper board standards. Members Carol Mahler, and Cynthia McLeod-Ely were present and did review the request for the Certificate of Appropriateness. Due to time restraints and other setbacks, both members agreed to move forward with the application process. The Historic Preservation Commission advised the applicant to be present at City Council meeting to answer any question by the City Council.



## **Arcadia Historic Preservation Commission:**

**Petition No. 13-07CA  
Wells Fargo Home Mortgage  
108 West Walnut Street**

**December 10, 2013**

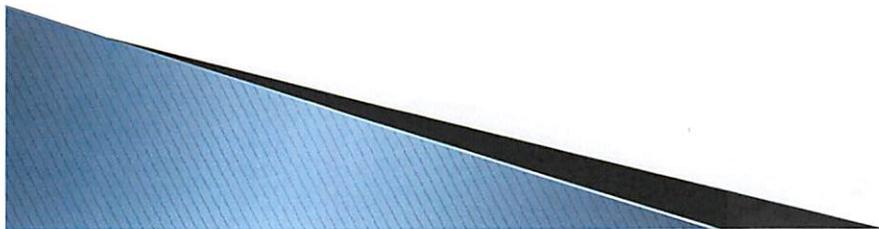


***Carl McQuay, Planner***

# Certificate of Architecture Appropriateness



- ▶ The City of Arcadia Historic Preservation Ordinance No. 955 requires any application for the construction, reconstruction, alteration and demolition of a historic structure, historic site or a structure located within a historic district to petition for a Certificate of Appropriateness.
- ▶ The petition is reviewed by the Historic Preservation Commission, and final action issued by the City Council prior to any construction activities.



# Certificate of Architecture Appropriateness



## ▶ **Petitioner**

- Wells Fargo Home Mortgage

## ▶ **Address**

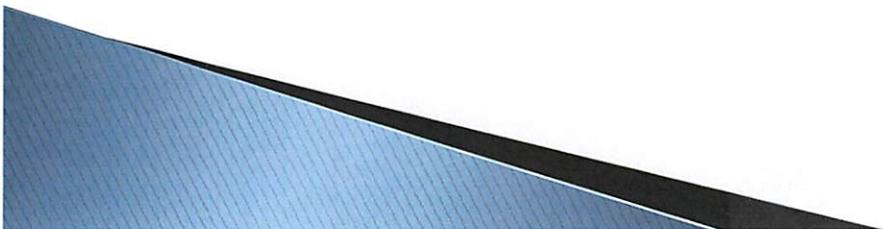
- 108 West Walnut Street

## ▶ **Prop. ID No.**

- 36-37-24-0081-0080-0180

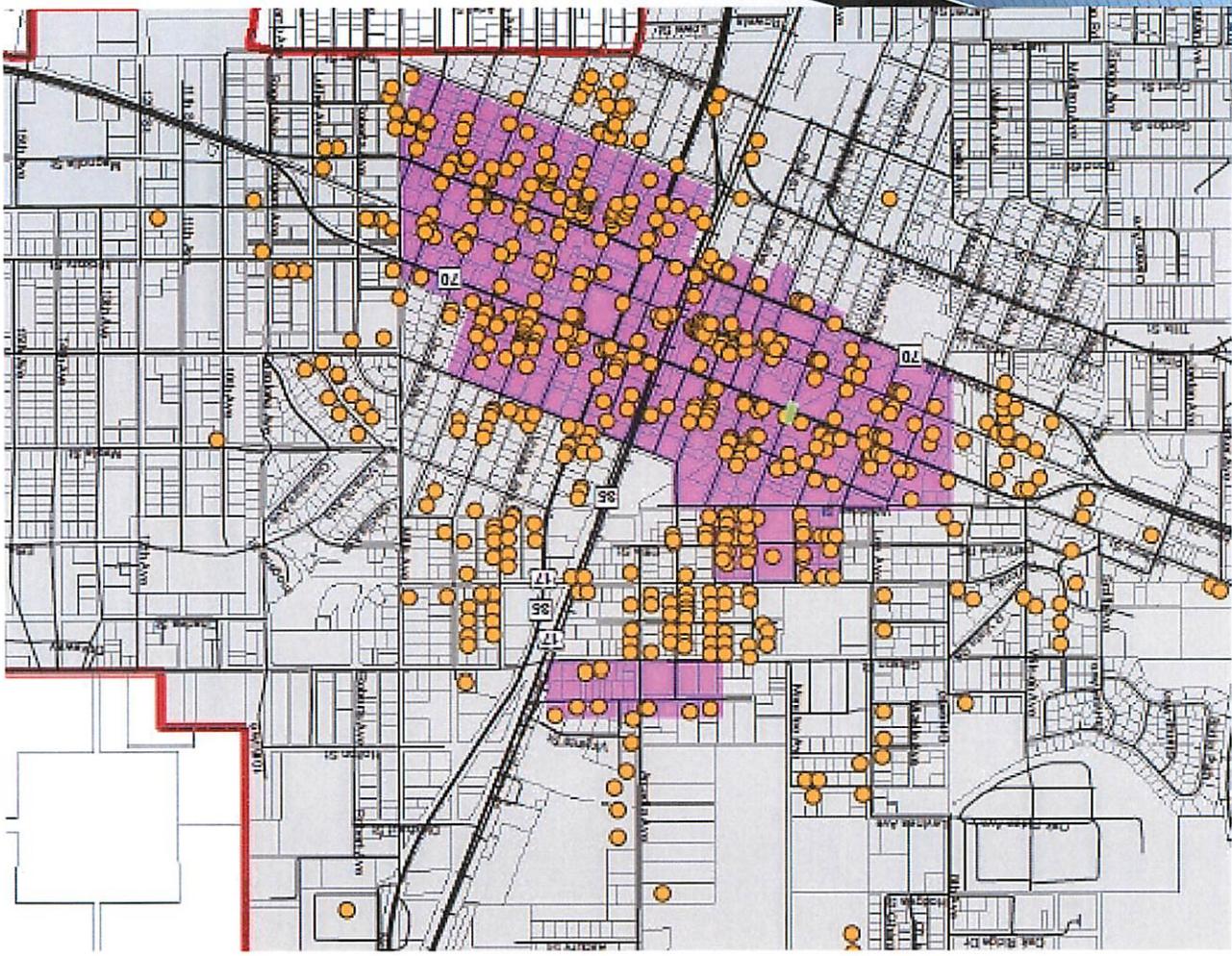
## ▶ **Request:**

- Reroof structure, steps, lattice at crawl space



# Certificate of Architecture Appropriateness

▶ Historic Map



# Certificate of Architecture Appropriateness



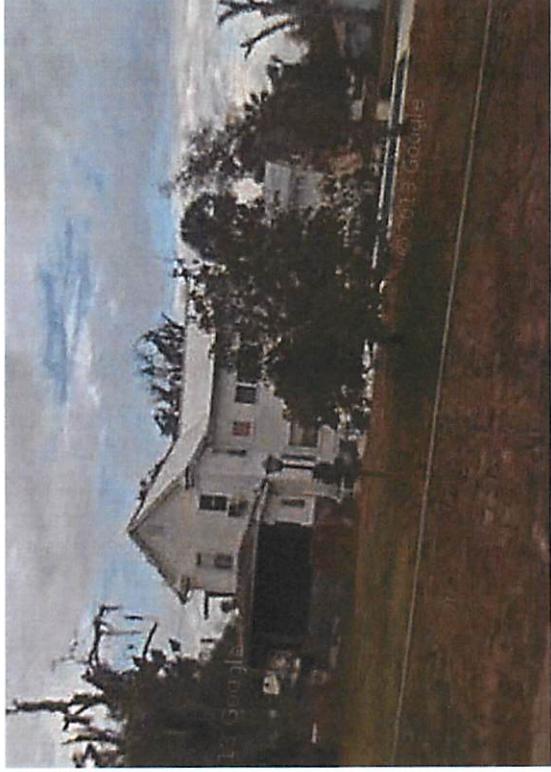
## ▶ Aerial



# Certificate of Architecture Appropriateness



## ▶ Photos



# Certificate of Architecture Appropriateness



- ▶ **Staff Recommendation:**
  - Approval, with no conditions or restrictions.



# AGENDA No. 7



CITY COUNCIL AGENDA ITEM

Requested Council Meeting Date: December 17, 2013

DEPARTMENT: Zoning & Planning

SUBJECT: Certificate of Appropriateness for the property located in the Historical District at 321 East Oak Street.

RECOMMENDED MOTION:

The Historic Preservation Commission was not able to recommend approval due to the board not meeting proper board standards. Members Carol Mahler, and Cynthia McLeod-Ely were present and did review the request for the Certificate of Appropriateness. Due to time restraints and other setbacks, both attending members agreed to move forward with the application process. The Historic Preservation Commission advised the applicant to be present at City Council meeting to answer any question by the City Council.

SUMMARY:

White Sands Construction proposes to construct a detached, garage structure in the rear of North East portion of the property.

FISCAL IMPACT: \_\_\_\_\_

- Capital Budget
- Operating
- Other

ATTACHMENTS:  Ordinance  Resolution  Budget  Other

Department Head: Carl McQuay

Date:

Finance Director (As to Budget Requirements)

Date:

City Attorney (As to Form and Legality)

Date:

City Administrator: Tom Slaughter

Date:

COUNCIL ACTION:  Approved as Recommended

Disapproved

Tabled Indefinitely  Tabled to Date Certain \_\_\_\_\_

Approved with Modifications



## MEMORANDUM

TO: Arcadia City Council

FROM: Carl McQuay, Interim Planner/Code Enforcement

DATE: December 17, 2013

SUBJECT: Certificate of Appropriateness:

The City of Arcadia Ordinance No. 955, Historic Preservation, requires any application for the construction, reconstruction, alteration and demolition of a historic structure, historic site or a structure within a historic district to petition for a Certificate of Appropriateness, reviewed by the Historic Preservation Commission and issued by City Council, prior to any construction activities. The following applicant has submitted an application for construction, reconstruction, alteration and demolition on the following parcel:

Background:

321 East Oak Street – White Sands Construction propose to construct a detached, garage structure in the rear of North East portion of the property

The Commission shall review the application for conformity with the following criteria, and shall recommend issuance of the Certificate of Appropriateness unless:

1. *in the case of a designated historic structure or historic site the proposed work would detrimentally change, destroy, or adversely affect any exterior feature of the improvement or site upon said work is to be done;*
2. *in the case of the construction of a new improvement upon a historic site or within a historic district, the exterior of such improvement would adversely affect or not harmonize with the external appearance of other neighboring improvements on such site or within such district;*
3. *in the case of any property located in a historic district, the proposed construction, reconstruction, exterior alteration or demolition does not conform to the purpose and intent of this chapter and/or to the objectives and design criteria of any historic preservation plan approved for said district;*
4. *the building or structure is of such architectural or historical significance that its demolition would be detrimental to the public interest and contrary to the general welfare of the people of the city and state; or*

5. *in the case of a request for the demolition of a deteriorated building or structure, any economic hardship or difficulty claimed by the owner is self-created or is the result of any failure to maintain the property in good repair.*

Findings:

The proposed use is consistent with the City's adopted Comprehensive Plan and Zoning Map. City Council is guided in its final decision for architectural approval by Ordinance No. 955 – Historic Preservation and specifically, Section 60-5(c), Code of Ordinances, Regulation of Construction, Reconstruction, Alteration, and Demolition.

Recommendation:

The Historic Preservation Commission was not able to recommend approval due to the board not meeting proper board standard. Members Carol Mahler, and Cynthia McLeod-Ely were present and did review the request for the Certificate of Appropriateness. Due to time restraints and the contractors being located in Tampa, FL., both members agreed to move forward with the application process. The Historic Preservation Commission advised the applicant to be present at City Council meeting to answer any question by the City Council.



## **Arcadia Historic Preservation Commission:**

**Petition No. 13-06CA**

**White Sands Construction**

**321 East Oak Street**

**December 10, 2013**

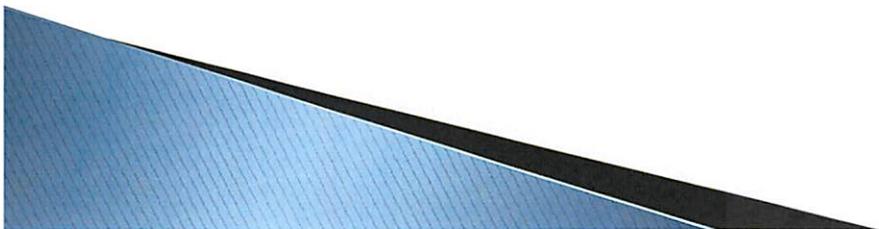


***Carl McQuay, Planner***

# Certificate of Architecture Appropriateness



- ▶ The City of Arcadia Historic Preservation Ordinance No. 955 requires any application for the construction, reconstruction, alteration and demolition of a historic structure, historic site or a structure located within a historic district to petition for a Certificate of Appropriateness.
- ▶ The petition is reviewed by the Historic Preservation Commission, and final action issued by the City Council prior to any construction activities.



# Certificate of Architecture Appropriateness



## ▶ **Petitioner**

- White Sands Construction

## ▶ **Address**

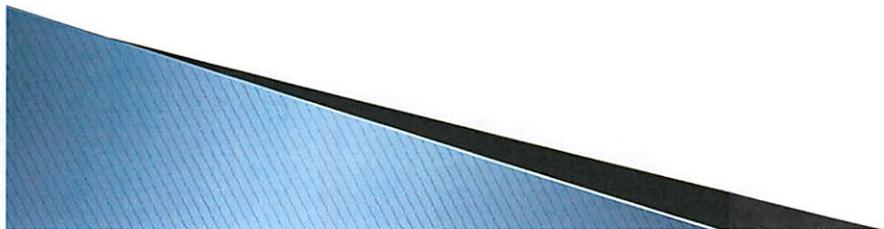
- 321 East Oak Street

## ▶ **Prop. ID No.**

- 25-37-24-0012-0310-0080

## ▶ **Request:**

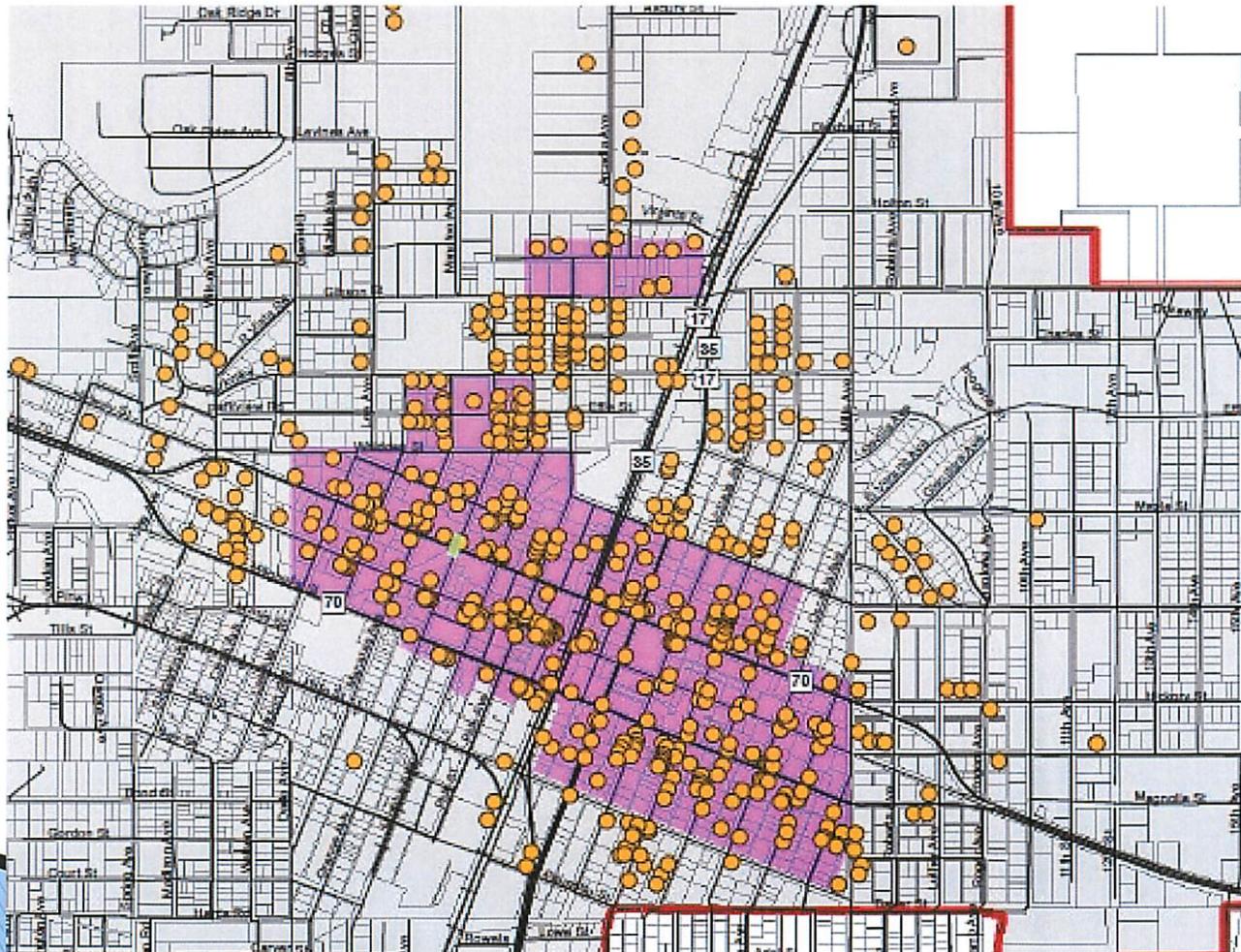
- Installation of a detached, garage structure.



# Certificate of Architecture Appropriateness



## ► Historic Map



# Certificate of Architecture Appropriateness



## ▶ Aerial



# Certificate of Architecture Appropriateness



## ► Photos



# Certificate of Architecture Appropriateness



- ▶ **Staff Recommendation:**
  - Approval, with no conditions or restrictions.



# AGENDA No. 8



CITY COUNCIL AGENDA ITEM

Requested Council Meeting Date: December 17, 2013

DEPARTMENT: Administration

SUBJECT: Strategic Plan Service Agreement with LaRue Planning & Management Services

RECOMMENDED MOTION: Approval of LaRue Planning & Management Services to provide professional services in the development of a strategic plan

SUMMARY:

The City secured a \$25,000 grant from the State Department of Economic Opportunity (no local match required) to begin a strategic plan framework for City Council. The purpose of the plan is to engage policy decision makers and key stakeholder (business and major property owners) to discuss land use, infrastructure improvement, and the annual capital budget. The strategic plan will provide a readily understood work plan these align these functions with our community development goals.

Based on budget allowances, purchasing requirements, and planning needs, the City has selected LaRue Planning & Management Services to assist in this effort. Consistent with Policy 2.01, Approval Authority, City of Arcadia Purchasing Policy, all purchases and procurements greater than \$15,000 must be approved by the City Council. As a Category Four purchase, a formal solicitation is provided as part of this agenda item review along with the scope of services, and Department of Economic Opportunity grant contract agreement is also included for your review.

The planning agreement is based upon the project schedule, funding needs, and expected work program deliverables on LaRue Planning & Management Services experience in developing, managing, and implementing similar work programs under taken within Desoto County and within other communities from which staff and our professional service contractors have personally been involved in. To assist Council members in having a more detailed understanding of our project proposal and funding needs, we have included the Strategic Master Plan scope of services summary which outlines major project assignments, staffing, benchmarks, and scheduling necessary to manage and complete the strategic realignment of our planning and economic development programs.

FISCAL IMPACT: \_\$24,000 \_\_\_\_\_

( ) Capital Budget

( ) Other

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

Department Head:

Date:

Finance Director (As to Budget Requirements)

Date:

City Attorney (As to Form and Legality)

Date:

City Administrator:

Date:

COUNCIL ACTION: ( ) Approved as Recommended

( ) Disapproved

( ) Tabled Indefinitely ( ) Tabled to Date Certain \_\_\_\_\_

( ) Approved with Modifications



# LaRue Planning & Management Services, Inc.

December 12, 2013

Thomas P. Slaughter  
Interim City Administrator  
City of Arcadia  
23 North Polk Avenue  
Arcadia, FL 34266

Re: City of Arcadia – Strategic Planning Service

Dear Tom:

LaRue Planning & Management Services, Inc. is pleased to provide planning services to develop the Strategic Plan for the City of Arcadia.

Specifically, we will endeavor to fulfill the strategic planning scope of services as outlined by the Florida Department of Economic Opportunity contract that was recently awarded to the City on September 2013. Below is a brief outline of tasks and costs:

TASK	COST
1. Project initiation and kick-off (Including summary of existing data and analysis and development of a project time schedule)	\$ 5,000
2. Development of community profile	\$ 5,000
3. Community wide forum(s) and development of strategic issues	\$ 4,000
4. Draft Strategic Master Plan	\$ 5,000
5. Final Strategic Master Plan	\$ 5,000
TOTAL COST	\$24,000

We look forward to providing services to the City of Arcadia. Approval of this contract will be acknowledged by the appropriate signature below.

LaRue Planning & Management Services, Inc.

City of Arcadia

James G. LaRue, AICP  
President

\_\_\_\_\_  
Authorized Signature                      Date

\_\_\_\_\_  
Print Name                                      Title



P. O. Drawer 351 • Arcadia, Florida 34265

September 16, 2013

Beth Frost  
Department Agreement Manager  
Florida Department of Economic Opportunity  
Division of Community Development  
107 East Madison Street, MSC 160  
Tallahassee, FL 32399-4120

Dear Ms. Frost:

The City of Arcadia is providing for your action three (3) copies of the funding and program agreement between DEO and the City of Arcadia. The agreement has been reviewed by the City and confirms the conditions and obligations for award of the technical assistance grant funding for the development and implementation of the Arcadia Strategic Plan. The City looks forward to renewing our partnership with State planning and economic development officials in this important planning program.

If you have any questions regarding the attached agreement, please feel free to telephone me at: 863-494-4114, or email me at: [tslaughter@arcadia-fl.gov](mailto:tslaughter@arcadia-fl.gov).

Sincerely,

Tom Slaughter, AICP  
City Planner

Attachment: Funding and Program Agreement (DEO Technical Assistance Grant), 3 signed copies, 22 pages

Rick Scott  
GOVERNOR



Jesse Panuccio  
EXECUTIVE DIRECTOR

September 24, 2013

Tom Slaughter  
City of Arcadia  
Post Office Box 351  
Arcadia, Florida 34265

Re: Contract # P0046

Dear Mr. Slaughter:

Attached is a fully executed copy of the above-referenced contract between the Department of Economic Opportunity and City of Arcadia for funding received for the FY 2013-2014 contract year.

Please note that all deliverables should be submitted directly to my attention at the address below in order for them to be logged in and considered timely submitted.

Beth Frost  
Government Analyst I  
Division of Community Development  
Department of Economic Opportunity  
107 East Madison Street, MSC-160  
Tallahassee, Florida 32399-4120

3If you have any questions, please call me at (850) 717-8487.

Sincerely,

Beth Frost  
Government Analyst I

#### Attachment

Florida Department of Economic Opportunity | The Caldwell Building | 107 E. Madison Street | Tallahassee, FL 32399-4120  
866.FLA.2345 | 850.245.7105 | 850.921.3223 Fax | [www.FloridaJobs.org](http://www.FloridaJobs.org) | [www.twitter.com/FLDEO](http://www.twitter.com/FLDEO) | [www.facebook.com/FLDEO](http://www.facebook.com/FLDEO)

An equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TDD equipment via the Florida Relay Service at 711.

**FUNDING AND PROGRAM AGREEMENT**  
BETWEEN  
THE DEPARTMENT OF ECONOMIC OPPORTUNITY  
AND  
CITY OF ARCADIA

THIS FUNDING AND PROGRAM AGREEMENT (“Agreement”), by and between the DEPARTMENT OF ECONOMIC OPPORTUNITY (herein after referred to as the “DEPARTMENT”) located at 107 East Madison Street, Tallahassee, Florida 32399-4120, and the City of Arcadia (herein after referred to as the “RECIPIENT”), located at 23 North Polk Avenue, Arcadia, Florida 34266, is made and entered into as of the date last signed below (the “Effective Date”). The DEPARTMENT and the RECIPIENT are sometimes hereinafter referred to as a “Party” and collectively as the “Parties.”

**RECITALS**

WHEREAS, the 2013 Legislature appropriated recurring funds (the “Funds”) from the Grants and Donations Trust Fund for the purpose of providing technical assistance to local governments for implementation of growth management planning efforts; and

WHEREAS, the RECIPIENT acknowledges that this is a performance based funding program and represents that it possesses the requisite skills, knowledge, qualifications and experience to perform the tasks described herein; and

WHEREAS, the DEPARTMENT and the RECIPIENT desire to enter into this Agreement with regard to the implementation of the funding and programs described herein;

NOW, THEREFORE, in consideration of the promises and mutual agreements contained herein, the Parties agree as follows:

**1. PARTIES:**

The Parties and their respective addresses for purposes of this Agreement are as follows:

For the DEPARTMENT:  
Department of Economic Opportunity  
Division of Community Development  
107 East Madison Street, MSC 160  
Tallahassee, Florida 32399-4120  
Telephone Number (850) 717-8475  
Facsimile Number (850) 717-8522

For the RECIPIENT:  
City of Arcadia  
Post Office Box 351  
Arcadia, Florida 34265-0351  
Phone: (863) 494-4114  
Fax: (863) 494-4712  
Email: [tslaughter@arcadia-fl.gov](mailto:tslaughter@arcadia-fl.gov)

**2. AGREEMENT MANAGERS:**

The Parties each hereby appoint an Agreement Manager to facilitate the terms of this Agreement. All written approvals referenced in this Agreement must be obtained from the Parties' Agreement Managers or their designees. The DEPARTMENT Agreement Manager is Beth Frost and may be reached at telephone number (850) 717-8487. The RECIPIENT Agreement Manager is Tom Slaughter and may be reached at telephone number (863) 494-4114. Either Party may change its Agreement Manager at any time by written notice to the other.

**3. TERM:**

This Agreement will commence as of the date last signed below (the "Effective Date") and, unless earlier terminated pursuant to the terms hereof, will expire on June 30, 2014. The RECIPIENT acknowledges this Agreement is subject to the availability of funds, legislative appropriations, statutory changes, and further conditioned upon its satisfactory performance of all duties and obligations hereunder, as determined by the DEPARTMENT.

**4. NOTICES:**

- a. All notices provided under or pursuant to this Agreement shall be in writing delivered to the Agreement Manager identified in paragraph 2 of this Agreement. Any such notice, demand, request, or other communication shall be effective only if and when it is received by the Agreement Manager.
- b. If the RECIPIENT is unable to perform any service or is unable to make use of any funds awarded for a service provided for under this Agreement, the RECIPIENT shall share this information with the DEPARTMENT within five (5) working days of the RECIPIENT's discovery of the shortfall.

**5. AMENDMENT AND MODIFICATION:**

- a. This Agreement may not be altered, modified, amended, or changed in any manner, except pursuant to a written agreement executed and delivered by each of the Parties. Additionally, any such modification, amendment or change shall be effective on the date of delivery or such later date as the Parties may agree therein.
- b. Modification of this Agreement or any notices permitted or required under this Agreement may be made by facsimile or other electronic transmission. Receipt of the facsimile transmission shall for the purposes of this Agreement be deemed to be an original, including signatures.

**6. EXHIBITS:**

Attached to and made a part of this Agreement are the following Exhibits; each of which is incorporated into and is an integral part of this Agreement:

Exhibit A	Scope of Work
Exhibit B	Payment Plan
Exhibit C	Audit Requirements

**7. DUTIES AND OBLIGATIONS:**

- a. The RECIPIENT shall develop and implement programs and strategies, including but not limited to, those services, programs, and activities more particularly described in Exhibit A, *Scope of Work*.
- b. The RECIPIENT shall avoid duplication of existing state and local services and activities and make a diligent effort to coordinate with other components of state and local economic development initiatives in connection with the development and implementation of the services, programs, and activities under this Agreement.
- c. Advertisements or other promotional materials funded by this Agreement will include reference and credit to the DEPARTMENT.

**8. PAYMENT:**

a. Payments under this Agreement will be made to the RECIPIENT in accordance with applicable Florida laws and the General Appropriations Act for Fiscal Year 2013/14. The RECIPIENT acknowledges and agrees that only costs incurred on or after the Effective Date are eligible for payment under the funding of this Agreement. The RECIPIENT acknowledges that all funding under this Agreement shall be expended pursuant to this Agreement. Funding shall be distributed pursuant to the schedule shown in Exhibit B, *Payment Plan*. All payments shall be subject to the terms of this Agreement, including the Exhibits and the terms governing sanctions. With regard to the use of funding provided under this Agreement, the RECIPIENT agrees as follows:

- 1. The funds shall be used to provide the deliverables identified in Exhibit A, *Scope of Work*.
- 2. The funds shall be used only for allowable expenditures.
- 3. The RECIPIENT shall refund to the DEPARTMENT any balance of unobligated funds which have been advanced or paid to the RECIPIENT.
- 4. The RECIPIENT shall refund to the DEPARTMENT all funds paid in excess of the amount to which the RECIPIENT or its subcontractors are entitled under the terms and conditions of this Agreement

b. Payments may be made to the RECIPIENT upon receipt and approval by the DEPARTMENT of: (1) an original invoice; (2) deliverables as described in Exhibit A, *Scope of Work*; and (3) any additional documents required by this Agreement to have been submitted.

c. Financial Consequences: In the event one or more of the proceeding conditions are not met, the DEPARTMENT shall provide to the RECIPIENT a statement that includes the reasons for which payment is not being made as requested per the invoice. If applicable, such a statement shall also identify the additional actions the RECIPIENT must accomplish before payment will be made, which actions may require the RECIPIENT to agree to revision of the deliverables. Failure to submit any report or required supporting documentation for each deliverable will result in a penalty of \$50 per business day for each missing item until received. Upon the RECIPIENT's completion of such additional actions, if applicable, and the DEPARTMENT's reasonable approval of the same, the DEPARTMENT shall disburse to the RECIPIENT an amount equal to the amount requested for disbursement in the invoice or such other amount as the DEPARTMENT deems to be consistent with the deliverables provided, whether or not revised, wholly within the DEPARTMENT'S discretion.

#### **9. REPORTS:**

a. The RECIPIENT shall submit to the DEPARTMENT all reports and information, required in Exhibit A, *Scope of Work*. The documents, reports, and services called for in Exhibit A, *Scope of Work*, and other documents or information required by this Agreement must be received and accepted by the DEPARTMENT before payments to the RECIPIENT shall be due or payable.

b. The DEPARTMENT expressly reserves the right to withhold payment to the RECIPIENT until the documents, reports, and services required under this Agreement and by law are complete and acceptable to the DEPARTMENT. If this Agreement is extended or renewed beyond the original Agreement period, additional documents, reports, and services in accordance with the requirements of Exhibit A, *Scope of Work*, and other documents requested by the DEPARTMENT to cover the extended Agreement period shall be submitted by the RECIPIENT.

#### **10. AVAILABILITY OF FUNDS:**

The DEPARTMENT's performance and obligation to pay under this Agreement is contingent upon an appropriation by the Legislature of the State of Florida for the specific purpose of funding the DEPARTMENT's obligations under this Agreement. In the event of a state revenue shortfall, the total funding may be reduced accordingly. The DEPARTMENT, in accordance with direction from the Governor and Legislature, shall be the final determiner of the availability of any funds.

#### **11. BUDGET:**

Upon Agreement execution, the RECIPIENT shall submit to the DEPARTMENT for review, a line item budget for the project described in Exhibit A, *Scope of Work*, specifying the intended uses of the State's operating investment.

#### **12. WOMEN AND MINORITY VENDORS:**

The RECIPIENT is encouraged to use small businesses, including minority and women-owned businesses as subcontractors or sub-vendors under this Agreement. The directory of certified minority and women-owned businesses can be accessed from the website of the Department of Management Services, Office of Supplier Diversity. The RECIPIENT shall report on a quarterly

basis its expenditures with minority and women-owned businesses. The report shall contain the names and addresses of the minority and women-owned businesses; the aggregate dollar figure disbursed that quarter for each business; the time period; type of goods or services; and the applicable code. If no expenditures were made to minority or women-owned businesses, The RECIPIENT shall submit a statement to this effect.

**13. SUBCONTRACTS:**

a. The RECIPIENT shall be responsible for all work performed and all expenses incurred in connection with the development and implementation of the services, programs, and activities under this Agreement.

b. The RECIPIENT may, as appropriate and in compliance with applicable law, subcontract the performance of the services set forth in this Agreement, including entering into subcontracts with vendors for services and commodities, *provided, however*, that the RECIPIENT shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract. The RECIPIENT shall not enter into subcontracts in which the DEPARTMENT could be held liable to a subcontractor for any expenses or liabilities. THE RECIPIENT shall defend and hold the DEPARTMENT harmless of any liabilities incurred under any of the subcontracts entered into by the RECIPIENT. The RECIPIENT shall be liable for all work performed and all expenses incurred as a result of any subcontract.

c. Any and all contracts that the RECIPIENT executes with a person or organization under which such person or organization agrees to perform economic development services or similar business assistance services on behalf of the RECIPIENT shall include provisions requiring that such person or organization report on performance, account for proper use of funds provided under the contract (including the provision of audit rights pursuant to Section 19, AUDITING RECORDS, Section 20, ACCESS TO RECORDS, and Exhibit C, AUDIT REQUIREMENTS when applicable), coordinate with other components of state and local economic development systems, and avoid duplication of existing state and local services and activities.

d. Any and all contracts that the RECIPIENT executes with a person or organization shall include provisions whereby the RECIPIENT and the subcontractors expressly agree to abide by all local, state, and federal laws.

e. The RECIPIENT will provide the DEPARTMENT with a list and copies of all material subcontracts, which means those entered into necessary to the performance of the RECIPIENT's functions and duties related to its core mission, issued in conjunction with the projects undertaken and funds expended in the performance of this Agreement. The RECIPIENT need not provide, unless specifically requested by the DEPARTMENT, non-material contracts entered into for the normal operation of the RECIPIENT.

**14. INDEPENDENT CAPACITY OF CONTRACTOR:**

a. The Parties agree that the RECIPIENT, its officers, agents, and employees, in performance of this Agreement, shall act in the capacity of an independent contractor. The RECIPIENT agrees to take such steps as may be necessary to ensure that each subcontractor of the RECIPIENT will be

deemed to be an independent contractor and will not be considered or permitted to be an agent of the State of Florida.

b. The RECIPIENT shall not pledge the State of Florida's nor the DEPARTMENT's credit nor make the State of Florida or the DEPARTMENT a guarantor of payment or surety for any contract, debt, obligation, judgment lien, or any form of indebtedness.

**15. LIABILITY:**

The DEPARTMENT shall not assume any liability for the acts, omissions to act, or negligence of the RECIPIENT, its agents, servants, or employees. In all instances, the RECIPIENT shall be responsible for any injury or property damage resulting from any activities conducted by the RECIPIENT.

**16. INDEMNIFICATION:** (NOTE: If Recipient is a state agency or subdivision, as defined in subsection 768.28(2), F.S., pursuant to subsection 768.28(19), F.S., neither Party indemnifies or insures the other Party for the other Party's negligence.

The RECIPIENT, shall indemnify and hold the DEPARTMENT harmless to the extent permitted by section 768.28, F.S., from and against any and all claims or demands for damages resulting from personal injury, and damage to real or personal tangible property. Without exception, the RECIPIENT will indemnify and hold harmless the State of Florida and its employees and agents from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured by the RECIPIENT.

**17. NON-EXCLUSIVE RELATIONSHIP:**

The relationship between the Parties is a non-exclusive one which allows the RECIPIENT to engage in other activities, provided that all of the terms and conditions under this Agreement are strictly observed, including the avoidance of conflicts of interests.

**18. RESPONSIBILITIES OF GOVERNING BOARD OR AUTHORITIES:**

The Parties agree that any information, including updates, reports, publications, studies, and any and all reasonably requested information, that is required by federal, state or local law shall be approved by those persons having the authority to do so prior to submission, and shall be signed only by those persons having the legal authority to do so or appropriately ratified by such an authority.

**19. AUDITING RECORDS:**

a. The RECIPIENT shall retain and maintain all records and make such records available for an audit as may be requested. Records shall include independent auditor working papers, books, documents, and other evidence, including, but not limited to, vouchers, bills, invoices, requests for payment, and other supporting documentation, which, according to generally accepted accounting principles, procedures and practices, sufficiently and properly reflect all program costs expended in the performance of this Agreement. The records shall be subject at all times to inspection, review, or audit by state personnel of the Office of the Auditor General, Chief Financial Officer, Office of

the Chief Inspector General, or other personnel authorized by the DEPARTMENT and copies of the records shall be delivered to the DEPARTMENT upon request.

b. The RECIPIENT agrees to comply with the audit requirements of Section 215.97, Florida Statutes, and those found in Exhibit C, *Audit Requirements*. This provision is applicable because the RECIPIENT qualifies as a non-state entity as defined in Section 215.97(2)(m), Florida Statutes.

c. The RECIPIENT shall include the audit and record keeping requirements described above and in Exhibit C in all subcontracts and assignments with sub-recipients of State funds according to Section 215.97, Florida Statutes. For purposes of this Agreement, "subrecipient" shall be defined in accordance with Section 215.97(2)(x), Florida Statutes.

d. The RECIPIENT shall maintain financial records related to funds paid by the RECIPIENT to any parties for work on the matters that are the subject of this Agreement as required by law. The RECIPIENT shall submit a written independent audit report to the DEPARTMENT specifically covering the period of Agreement expenditures pursuant to Sections 215.97 and 11.45, Florida Statutes, and other relevant laws.

e. The RECIPIENT must provide copies of any audit referencing this Agreement, the audit transmittal letter, and any response to such audit to the DEPARTMENT within thirty (30) days of receipt by the RECIPIENT.

f. Expenditures of state funds in accordance with this Agreement shall be in compliance with all laws, rules and regulations applicable to expenditures of state funds that are in effect at the time of any such expenditure, including, but not limited to, the Reference Guide for State Expenditures found at <http://www.fldfs.com/aadir/reference-guide/reference-guide.htm>.

g. The DEPARTMENT may be charged only with allowable costs resulting from obligations incurred during the term of the Agreement. Any balance of unobligated cash that has been advanced or paid that is not authorized to be retained for direct program costs in a subsequent period must be refunded to the state.

h. The RECIPIENT shall inform the DEPARTMENT of the type of FINAL AUDIT REPORT that will be delivered at the end of the Agreement. Acceptable audits include:

1. Within forty-five (45) days following the completion of all of the Activities the RECIPIENT shall cause to be prepared at the RECIPIENT's expense and delivered to the DEPARTMENT a final audit report of an independent certified public accountant (or a firm thereof) licensed to practice in the State of Florida, stating the professional opinion that the RECIPIENT has complied with this Agreement (the Final Audit Report).
2. In lieu of providing the Final Audit Report in such manner, if the RECIPIENT has an annual audit by an independent certified public accountant (or a firm thereof) licensed to practice in the State of Florida, or if the RECIPIENT has a state single audit or state project-specific audit pursuant to Section 215.97, Florida Statutes (the Florida Single Audit Act), prepared for the fiscal year in which this Agreement concludes, the RECIPIENT may provide to the DEPARTMENT at the time when such audit is completed (but not more

than nine (9) months following the end of the fiscal year of the RECIPIENT a report stating a professional opinion that the RECIPIENT has complied with this Agreement.

**20. ACCESS TO RECORDS:**

a. The DEPARTMENT may perform on-site reviews to independently validate any information or reports submitted to the DEPARTMENT. The RECIPIENT shall allow the DEPARTMENT's Agreement Manager and other DEPARTMENT-authorized personnel access to any information and any other documents requested by the DEPARTMENT for purposes of monitoring the RECIPIENT's performance.

b. The RECIPIENT shall, subject to the provisions of Chapter 119, Florida Statutes, and other relevant laws, permit public access to all documents or other materials prepared, developed or received by it in connection with the performance of its obligations or the exercise of its rights under this Agreement. This Agreement may be terminated by the DEPARTMENT if the RECIPIENT fails to allow such public access.

**21. GOVERNING LAW:**

This Agreement is executed and entered into in the State of Florida, and shall be construed, performed, and enforced in all respects in accordance with the laws and rules of the State of Florida. Any litigation arising under this Agreement shall be brought in the appropriate court in Leon County, Florida, applying Florida Law.

**22. STRICT COMPLIANCE:**

The RECIPIENT agrees that all acts to be performed by it in connection with this Agreement must be performed in strict conformity with all local, state and federal laws and regulations.

**23. BREACHES AND REMEDIES:**

a. In the event that the RECIPIENT fails to comply with any of the terms of this Agreement, the DEPARTMENT may exercise any remedies available at law or in equity, including, without limitation the right to (i) withhold and/or reduce funding to the RECIPIENT, and (ii) terminate this Agreement in accordance with the terms hereof.

b. In the event that the Department determines that a material default by Recipient of the performance of a duty, obligation, covenant, or agreement imposed on it or made by it in this Agreement or by law has occurred, the Department will provide notice and an opportunity to cure. Unless the notice states otherwise, based upon the Department's determination that the default must be cured immediately, the notice shall provide fifteen (15) calendar days following the date of notice within which to initiate action to correct the default and thirty (30) calendar days following the date of notice of default to either cure the default or demonstrate to the Department's satisfaction that corrective action is being taken that will likely result in curing the default within a period of time that the Department agrees is reasonable. In the event that the Recipient fails to cure the default within the timeframe established above, the Department may exercise any remedy available to it under the law or in equity, including, without limitation the right to terminate this Agreement immediately upon notice to the Recipient.

c. Subject to compensation due the RECIPIENT for any work satisfactorily completed prior to any notice of termination, following the termination of this Agreement, all funds which as of that date were previously provided by the DEPARTMENT and not expended by the RECIPIENT shall revert to the State of Florida General Revenue Fund. The requirement for the return of and method of repayment of any remaining funds shall be at the sole discretion of the DEPARTMENT.

**24. DISPUTE RESOLUTION:**

The Parties agree they will seek to resolve any disputes between them regarding their responsibilities as soon as possible and at the lowest level reasonable, in order to conserve the resources of the Parties. The Parties further agree to use their best efforts to assure speedy and non-confrontational resolution of any and all disputes between them. If informal efforts are unsuccessful, the Parties agree to engage a mutually accepted volunteer mediator to assist them in resolving any outstanding issues. If, within a reasonable time after engaging a mutually accepted volunteer mediator, the Parties are unable to resolve any outstanding issues, the Parties agree that formal resolution, including but not limited to any remedies available at law or in equity may be sought. This paragraph shall not be construed as a limitation on paragraph 16, INDEMNIFICATION.

**25. SEVERABILITY:**

If any term or provision of this Agreement is found to be illegal, invalid, or unenforceable, then such term or provision shall be severed from this Agreement. This Agreement and the rights and obligations of the Parties shall be construed as if this Agreement did not contain such severed term or provision, and this Agreement otherwise shall remain in full force and effect.

**26. PRESERVATION OF REMEDIES:**

No delay or omission to exercise any right, power, or remedy accruing to either Party upon breach or default under this Agreement will impair any such right, power, or remedy of either Party, nor will such delay or omission be construed as a waiver of any such breach or default or any similar breach or default.

**27. DISCRIMINATORY VENDOR:**

The RECIPIENT affirms that it is aware of the provisions of Section 287.134(2)(a), Florida Statutes, and that at no time has the RECIPIENT been placed on the Discriminatory Vendor List. The RECIPIENT further agrees that it shall not violate such law during the term of this Agreement. The RECIPIENT shall insert a provision in accordance with this Section, in all subcontracts for services in relation to this Agreement.

**28. NON-DISCRIMINATION:**

The RECIPIENT shall not discriminate against any employee employed in the performance of this Agreement, or against any applicant for employment because of age, race, sex, creed, color, handicap, national origin, or marital status

**29. HARASSMENT-FREE WORKPLACE:**

The RECIPIENT shall provide a harassment-free workplace, with any allegation of harassment given priority attention and action by management. The RECIPIENT shall insert a provision in accordance with this Section, in all subcontracts for services in relation to this Agreement.

**30. PUBLIC ENTITY CRIMES:**

The RECIPIENT affirms that it is aware of the provisions of Section 287.133(2)(a), Florida Statutes, and that at no time has the RECIPIENT been convicted of a Public Entity Crime. The RECIPIENT agrees that it shall not violate such law and further acknowledges and agrees that any conviction during the term of this Agreement may result in the termination of this Agreement in accordance with Section 287.133(4). The RECIPIENT shall insert a provision in accordance with this Paragraph in all subcontracts for services in relation to this Agreement.

**31. UNAUTHORIZED ALIENS**

The DEPARTMENT will consider the knowing employment of unauthorized aliens, as described in Section 274A(e) of the Immigration and Nationality Act, by any RECIPIENT, cause for termination of this Agreement. Paragraph 23.b. does not apply regarding the employment of unauthorized aliens. The RECIPIENT shall insert a provision in accordance with this Section in all subcontracts for services in relation to this Agreement

**32. LOBBYING:**

a. The RECIPIENT shall not use any funds received pursuant to this Agreement for lobbying the Florida Legislature, the judicial branch, or any state agency. Pursuant to section 11.062, Florida Statutes, the RECIPIENT shall insert a provision in accordance with this Section in all subcontracts for services in relation to this Agreement.

b. The RECIPIENT will keep the DEPARTMENT apprised on a current basis regarding requests for testimony or its participation in Congressional, Legislative, and/or other state or federal hearings, agency meetings, committees, task forces, etc. The RECIPIENT will include reports of its participation in such events in the quarterly reports described in Exhibit A.

**33. ATTORNEY FEES:**

Unless authorized by law and agreed to in writing by the DEPARTMENT, the DEPARTMENT shall not be liable to pay attorney fees, interest, or costs.

**34. NON-ASSIGNMENT:**

a. Except as otherwise provided in this Agreement, the RECIPIENT may not assign, delegate, nor otherwise transfer its rights, duties, or obligations under this Agreement without the prior written consent of the DEPARTMENT, which consent will not be unreasonably withheld. Any assignment, delegation, or transfer in violation of this paragraph is void ab initio. The RECIPIENT hereby agrees that it shall remain responsible for all work performed and all expenses incurred in connection with this Agreement, regardless of any and all assignment, delegation, or transfer.

b. The DEPARTMENT shall at all times be entitled to assign or transfer its rights, duties, or obligations under this Agreement to another governmental agency in the State of Florida, upon giving prior written notice to the RECIPIENT.

**35. ENTIRE AGREEMENT:**

This Agreement and the attached Exhibits A, B, and C, constitute a complete and exclusive statement of the terms and conditions of the Agreement and supersede and replace any and all prior negotiations, understandings and agreements, whether oral or written, between the Parties with respect thereto. Except as expressly provided in this Agreement, no term, condition, usage of trade, course of dealing or performance, understanding or agreement purporting to modify, vary, explain or supplement the provisions of this Agreement shall be effective or binding upon the Parties unless agreed to in writing by the party against whom enforcement is sought.

Remainder of page intentionally left blank.

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

THE DEPARTMENT:

DEPARTMENT OF ECONOMIC OPPORTUNITY

*William B. Killingsworth*

WILLIAM B. KILLINGSWORTH  
Director, Division of Community Development

DATE: *23 SEP 13*

*Luthi Frost*

WITNESS

Approved as to Form and Legal Sufficiency,  
Subject Only to Full and Proper Execution  
by the Parties

OFFICE OF GENERAL COUNSEL  
DEPARTMENT OF ECONOMIC OPPORTUNITY

By: *Sarah Jager September 18, 2013*

THE RECIPIENT:

CITY OF ARCADIA

*Thomas P. Shaugheen*

THOMAS P. SHAUGHEEN

Print/Type Name

*City Personnel*

Title

DATE: *9/15/13*

*Christi Pence*

WITNESS *Christi Pence*

## Exhibit A

### Scope of Work

The City of Arcadia, Florida is located in central DeSoto County with a 2012 population of 7,585 (Florida Office of Economic & Demographic Research). The City is located within a State designated Rural Area of Economic Concern and is part of the Florida Heartland Rural Economic Development Initiative. To proactively address these economic distressed designations, the City desires to develop and adopt the “Arcadia Strategic Planning and Economic Development Strategy” (“Strategic Master Plan”). The purpose of the Strategic Master Plan is to better coordinate and strategically align land planning decisions, capital infrastructure improvement programming, revenue forecasting, and the selection of key economic development strategies and industry targets. The following scope of services is provided to develop and adopt the Strategic Master Plan.

#### Tasks

##### 1. Project Initiation

A project initiation meeting will be held to establish the lines of communication between City staff, elected and/or appointed officials, and the Project Team. This project phase includes:

- a. Meeting with appropriate City staff and elected and/or appointed officials to review the scope of work, finalize the work program, and establish a calendar for product completion deadlines.
- b. Collect planning studies, reports, and any other information related to or impacting the development of the Strategic Master Plan, to including, but not limited to:
  - Comprehensive Plan
  - Existing Land Use Profile
  - 5-Year Capital Improvement Plan
  - Other related planning, infrastructure, economic development documents/plans, data and analysis

Deliverables: Summary of meeting and collected plans, including summary of data and analysis (due October 31, 2013)

##### 2. Development of Community Profile

To generate a Strategic Master Plan that reflects the needs of the City, the following background sections of the Strategic Master Plan will be completed:

- a. **Review Existing and Future Land Use Maps:** The Project Team will review locations of major activity centers and patterns of current land uses. Land coverage and their classifications will be described in a written report. The existing land use survey will be a vital tool for the City to determine existing trends of development. In addition, the infill and

redevelopment opportunities can be determined, as well as an overall desired future land use pattern for the City. This information will be described and mapped in a summary report.

- b. **Natural Features Inventory:** Those significant natural features within the City will be documented within the Strategic Master Plan. The location of these features will be mapped and described in a summary report. Those significant natural features within the City will be documented within the Strategic Master Plan. The location of these features will be mapped and described in a summary report. Those significant natural features within the City will be documented within the Strategic Master Plan. The location of these features will be mapped and described in a summary report.
- c. **Community Services, Facilities and Assets:** A summary report will be prepared by the Project Team that identifies and describes existing community facilities (i.e., police, fire, schools, etc.) based on information provided by City staff. In addition, major landmarks and assets of the community will be described. The location of these facilities will be depicted on a map.
- d. **Transportation Analysis:** The Project Team will conduct an analysis of the City's transportation system that will examine major traffic generators and attractors, traffic counts and commuting patterns. Special attention to these criteria will be given to the major transportation corridors (State Highway System). In addition, alternative transportation modes will be examined. Finally, any state, county or local road improvement programs will be outlined. This information will be compiled in a summary report and on a transportation map.
- e. **Infrastructure Analysis:** The Project Team will conduct an analysis of the City's infrastructure, in particular potable water, sewer systems, and stormwater. Recommendations will be made on possible deficiencies or areas of concern based on the projected residential and commercial growth of the City. This information will be compiled in a summary report using supporting graphics.
- f. **Socioeconomic Data Analysis:** Historical population information for the City will be assessed in comparison with population patterns in the surrounding subdivisions, communities and the County. Population trends and characteristics will also be provided, as well as population projections. Per capita, family, and household income statistics will be analyzed.

Deliverables: Community Profile Summary to include background material as identified in 2.a through 2.f. (due December 31, 2013)

### 3. Community-Wide Forum and Development of Identified Issues

A community-wide forum will be held to educate interested residents and stakeholders about the strategic planning process. Information regarding why strategic planning is important to the development of the City, what is involved in creating a strategic master plan, how strategic planning impacts the daily lives of the residents of Arcadia, etc., will be explored. This forum will also review information obtained through the development of the community profile. In addition, a "Suggestion Box" will be available for participants to fill out cards and voice their ideas or concerns.

After the community-wide forum, the Project Team will assemble and synthesize the information into a series of identified issues to be tackled by the strategic master planning process.

Deliverables: (due March 31, 2014)

- a. Community forum meeting materials – advertising, agenda, minutes and draft public input structure
- b. Summary list and discussion of identified community issues and planning themes

4. Draft Strategic Master Plan

At the conclusion of the development of identified issues, a draft set of goals, objectives and strategies, as well as any supporting text and graphics, will be composed by the Project Team. They will then be presented to City staff for their review and input. After this review period, the Project Team will present the draft Strategic Master Plan at a City Council meeting to obtain comments on the draft Strategic Master Plan.

Deliverable: Draft Strategic Master Plan (due April 30, 2014)

5. Final Strategic Master Plan

Based on the comments received during the City Council review of the Draft Strategic Master Plan, the Project Team will finalize the Strategic Master Plan. The final Strategic Master Plan will then be provided to City staff for any concluding comments. The accepted plan, which will include a review of infrastructure deficiencies, revenue sources and projections, and planned capital improvement spending, will be used the following month by City Council and the City Administrator's management team as a guide in development the annual budget review process for the upcoming fiscal year.

Deliverable: Final Strategic Master Plan (due May 30, 2014)

**Exhibit B**  
**Payment Plan**

Deliverable	Due Date of Deliverable	Payment Amount
Task 1: Summary of meeting and collected plans, including summary of data and analysis	October 31, 2013	\$5,000
Task 2: Community Profile Summary to include background material as identified in 2.a through 2.f.	December 31, 2013	\$5,000
Task 3: a. Community forum meeting materials – advertising, agenda, minutes and draft public input structure b. Summary list and discussion of identified community issues and planning themes	March 31, 2014	\$5,000
Task 4: Draft Strategic Master Plan	April 30, 2014	\$5,000
Task 5: Final Strategic Master Plan	May 30, 2014	\$5,000
<b>TOTAL</b>		<b>\$25,000</b>

## Exhibit C

### Audit Requirements

The administration of resources awarded by DEO to the RECIPIENT may be subject to audits and/or monitoring by DEO as described in this section.

#### MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEO staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by DEO. In the event DEO determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by DEO staff to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

#### AUDITS

##### **PART I: FEDERALLY FUNDED**

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

1. In the event that the recipient expends \$300,000 (*\$500,000 for fiscal years ending after December 31, 2003*) or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. Exhibit 1 to this Agreement indicates Federal resources awarded through DEO by this Agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from DEO. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions OMB Circular A-133, as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.
3. If the recipient expends less than \$300,000 (*\$500,000 for fiscal years ending after December 31, 2003*) in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the recipient expends less than \$300,000 (*\$500,000 for fiscal years ending after December 31, 2003*) in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-

Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).

4. Although the audit provisions of OMB Circular A-133 ordinarily do not apply to for-profit sub recipients, in the case of Federal funding provided by the U.S. Department of Health and Human Services, Circular A-133 does apply. See 45 C.F.R. 74.26 for further details.
5. A web site that provides links to several Federal Single Audit Act resources can be found at: <http://harvester.census.gov/sac/sainfo.html>

## **PART II: STATE FUNDED**

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such recipient (for fiscal years ending September 30, 2004 or thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this agreement indicates state financial assistance awarded through DEO by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from DEO, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$500,000 in state financial assistance in its fiscal year (for fiscal years ending September 30, 2004 or thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$500,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. Additional information regarding the Florida Single Audit Act can be found at: <http://www.myflorida.com/fsaa/statutes.html>.

**PART III: OTHER AUDIT REQUIREMENTS**

*(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of state financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)*

**PART IV: REPORT SUBMISSION**

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I of this agreement shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to each of the following at the address indicated:

- A. DEO at each of the following addresses:

Inspector General  
Department of Economic Opportunity  
Caldwell Building  
107 East Madison Street  
Tallahassee, FL 32399-6545

Financial Management Systems Assurance Section (FMSAS)  
Department of Economic Opportunity  
Caldwell Building  
107 East Madison Street  
Tallahassee, FL 32399-6545

- B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse  
Bureau of the Census  
1201 East 10<sup>th</sup> Street  
Jeffersonville, IN 47132

- C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

2. Pursuant to Section .320 (f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in Section .320 (c), OMB Circular A-133, as revised, and any management letter issued by the auditor, to DEO at each of the following addresses:

Inspector General  
Department of Economic Opportunity  
Caldwell Building  
107 East Madison Street  
Tallahassee, FL 32399-6545

Financial Management Systems Assurance Section (FMSAS)  
Department of Economic Opportunity  
Caldwell Building  
107 East Madison Street  
Tallahassee, FL 32399-6545

3. Copies of financial reporting packages required by PART II of this agreement shall be submitted by or on behalf of the recipient directly to each of the following:

A. DEO at each of the following addresses:

Inspector General  
Department of Economic Opportunity  
Caldwell Building  
107 East Madison Street  
Tallahassee, FL 32399-6545

Financial Management Systems Assurance Section (FMSAS)  
Department of Economic Opportunity  
Caldwell Building  
107 East Madison Street  
Tallahassee, FL 32399-6545

B. The Auditor General's Office at the following address:

Auditor General's Office  
Room 401, Pepper Building  
111 West Madison Street  
Tallahassee, Florida 32399-1450

4. Copies of reports or the management letter required by Part III of this agreement shall be submitted by or on behalf of the recipient directly to:

A. DEO at each of the following addresses:

N/A

5. Any reports, management letter, or other information required to be submitted to DEO pursuant to this agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
6. Recipients, when submitting financial reporting packages to DEO for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

#### **PART V: RECORD RETENTION**

1. The recipient shall retain sufficient records demonstrating its compliance with the terms of this agreement for a period of five (5) years from the date the audit report is issued, or five (5) state fiscal years after all reporting requirements are satisfied and final payments have been received, whichever period is longer, and shall allow DEO, or its designee, CFO, or Auditor General access to such records upon request. In addition, if any litigation, claim, negotiation, audit, or other action involving the records has been started prior to the expiration of the controlling period as identified above, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the controlling period as identified above, whichever is longer. The recipient shall ensure that audit working papers are made available to DEO, or its designee, CFO, or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by DEO.

- End of Exhibit C -

**EXHIBIT – 1**

**FEDERAL RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:**

*NOTE: If the resources awarded to the recipient represent more than one Federal program, provide the same information shown below for each Federal program and show total Federal resources awarded.*

Not Applicable

**COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

Not Applicable

**STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:**

**MATCHING RESOURCES FOR FEDERAL PROGRAMS:**

Not Applicable

**SUBJECT TO SECTION 215.97, FLORIDA STATUTES:**

*NOTE: If the resources awarded to the recipient represent more than one State project, provide the same information shown below for each State project and show total state financial assistance awarded that is subject to Section 215.97, Florida Statutes.*

State Awarding Agency:	Department of Economic Opportunity
State Project:	Growth Management Implementation
CSFA #:	40.024
Award Amount:	\$25,000

**COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

*NOTE: List applicable compliance requirements in the same manner as illustrated above for Federal resources. For matching resources provided by DEO for Federal programs, the requirements might be similar to the requirements for the applicable Federal programs. Also, to the extent that different requirements pertain to different amounts of the non-Federal resources, there may be more than one grouping (i.e., 1, 2, 3, etc.) listed under this category.*

Activities are limited to those in the Scope of Work

NOTE: Section .400(d) of OMB Circular A-133, as revised, and Section 215.97(5), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the recipient.

# AGENDA No. 9



**CITY COUNCIL AGENDA ITEM**

Requested Council Meeting Date: December 3, 2013

**DEPARTMENT:** Utility

**SUBJECT:** US 17 Potable Water Interconnect Agreement

**RECOMMENDED MOTION:** Approval

**SUMMARY:** Desoto County will install a Potable Water Interconnect located at US 17 near Martin Luther King Blvd. Installation would be beneficial for both the City of Arcadia and Desoto County to provide another source of water between the two systems should an emergency occur.

**FISCAL IMPACT:** No Cost

Capital Budget

Operating

Other

**ATTACHMENTS:**  Ordinance  Resolution  Budget  Other

Department Head: A.J. Berndt

Date: 12/12/13

Finance Director (As to Budget Requirements)

Date:

City Attorney (As to Form and Legality)

Date:

City Administrator: Tom Slaughter

Date:

**COUNCIL ACTION:**  Approved as Recommended

Disapproved

Tabled Indefinitely  Tabled to Date Certain \_\_\_\_\_

Approved with Modifications

*City of  
Arcadia*



*P.O. Drawer 1000 Arcadia, Florida 34265*

December 4, 2013

Eddie Miller  
Utility Director  
DeSoto County  
Roan Rd.  
Arcadia, FL 34265

RE: US 17 Potable Water Interconnect

Dear Mr. Miller,

This letter is to follow-up your conversation with Julie Karleskint of Hazen and Sawyer, P.C. and Fred Lewis of my staff regarding the potential of an additional interconnect with the City of Arcadia and DeSoto County on the upcoming US 17 extension from CR760A. The City of Arcadia is in agreement with DeSoto County that another interconnect at US 17 near Martin Luther King would be beneficial to both the City and the County and could provide another source of water between the two systems should an emergency occur.

Sincerely,

A handwritten signature in black ink, appearing to read 'Thomas Slaughter'. The signature is stylized and includes a large loop at the beginning and a small 'b' or similar mark at the end.

Thomas Slaughter  
Interim City Administrator





# AGENDA No. 10



CITY COUNCIL AGENDA ITEM  
Requested Council Meeting Date: December 3, 2013

---

DEPARTMENT: Utilities

SUBJECT: Council approval authority for purchase valve maintenance trailer

---

RECOMMENDED MOTION: Approval, no staff suggested conditions or restrictions

---

SUMMARY: Consistent with section 2.01 Purchasing Policy Manual, staff requests City Council to review three bid quotes for the purchase offered from Tone Marketing, LLC for the valve maintenance trailer, which has been budgeted for, so we can move forward on the purchase.

---

FISCAL IMPACT: \_\$22,061.00 \_\_\_\_\_

Capital Budget

Operating

Other

ATTACHMENTS:  Ordinance  Resolution  Budget  Other

---

Department Head: Fred Lewis

Date: 12/11/13

Finance Director (As to Budget Requirements)

Date:

City Attorney (As to Form and Legality)

Date:

City Administrator: Tom Slaughter

Date:

---

COUNCIL ACTION:  Approved as Recommended

Disapproved

Tabled Indefinitely  Tabled to Date Certain \_\_\_\_\_

Approved with Modifications

**Tone Marketing, LLC**

PO Box 1390  
 Valrico, FL 33595  
 USA

Voice: 800.562.7454  
 Fax: 813.689.1225

**QUOTATION**

Quote Number: 273  
 Quote Date: Dec 5, 2013  
 Page: 1

**Quoted To:**

City of Arcadia  
 651 N. Turner Road  
 Arcadia, FL 34266  
 USA

Customer ID	Good Thru	Payment Terms	Sales Rep
ARCADIA	1/4/14	Net 30 Days	

Quantity	Item	Description	Unit Price	Amount
1.00	HURSD800	HURCO Spin Doctor SD800 Boom (Chrome Moly) with Standard 800 Head	9,249.00	9,249.00
1.00	HURPP14E	HURCO 14 HP Power Pack	4,499.00	4,499.00
1.00	HURS DT-800	HURCO Spin Doctor Trailer for SD800 - Includes Tool Box	3,950.00	3,950.00
1.00	HURERG3	HURCO Spin Doctor Extended Reach Option - Not an option for ERB	1,799.00	1,799.00
1.00	HURVAC-AUX	Additional Auxiliary Port & Thermostatically Controlled Oil Cooler	800.00	800.00
1.00		Freight Charge	1,764.00	1,764.00
		One on site visit to train operators - No Charge		
			Subtotal	22,061.00
			Sales Tax	
			<b>TOTAL</b>	<b>22,061.00</b>

# HurcoTechnologies, Inc.

## Quotation

Quote City of Arcadia Utilities

To:

Quote Number:	2128	Contact:	
Quote Date:	12/09/13	Expires:	01/08/14
Customer:		Terms:	Net 30 Days
Salesman:	Hurco Technologies, Inc.	Phone:	
Ship Via:	UPS GROUND	FAX:	
FOB:	Harrisburg, SD		

Thank you for the opportunity to submit this quote.

<u>Item</u>	<u>Part Number</u> <u>Description</u>	<u>Revision</u>	<u>Quantity</u>	<u>Price</u>
1	SD800 SD 800 Boom Assy w/ Standard Head and Valve Wrench - Extended Reach not Included		1	\$9,262.00 /EA
2	PP14E Spin Doctor 14HP Electric Start Power Pack (FOR SD800 OR ERB800)		1	\$4,551.00 /EA
3	ERG3 EXTENDED REACH, G3		1	\$1,826.00 /EA
4	SDT-800 Trailer option for SD800 & ERB		1	\$3,968.00 /EA
5	VAC-AUX Additional Auxiliary Hydraulics Port for Vac		1	\$825.00 /EA
6	SHIPPING Estimated UPS Ground Shipping		1	\$2,067.00 /EA
			<b>Total:</b>	<b>\$22,499.00</b>

By Michael J. Hurley  
HurcoTechnologies, Inc.

From: Bill Tone <bill@tonemktg.com>

To: Andy Truan <pipemanat@aol.com>

Subject: HURCO Quote for Arcadia

Date: Fri, Dec 6, 2013 3:19 pm

SD800	Spin Doctor SD800 Boom (Chrome Moly) with Standard 800 Head.	\$ 9,447.24
PP14E	14 HP Power Pack - Power Pack Required unless providing own power source.	\$ 4,642.02
ERG3	Spin Doctor Extended Reach Option -.	\$ 1,862.52
SDT-800	Spin Doctor Trailer SD800 - Includes Tool Box .	\$ 4,047.36
VAC-AUX	Additional Auxiliary Port and Thermostatically Controlled Oil Cooler	\$ 841.50
Shipping	Rate for shipping a HURCO Valve & Vac Trailer from Sioux Falls, SD to Arcadia, FL	\$ 1,902.30
Total		\$ 22,742.94

Andy, here is the HURCO price for the Arcadia bid.

Regards, Bill

Bill Tone

[bill@tonemktg.com](mailto:bill@tonemktg.com)

[www.tonemktg.com](http://www.tonemktg.com)

813.220.1570 (c)

813.689.2292 (o)

800.562.7454 (watts)

813.689.1225 (fax)

FRED LEWIS  
CITY OF ARCADIA  
UTILITIES DEPT.  
ARCADIA, FL.

FLEWIS@ARCADIA-FL.GOV

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Quote per your specs.



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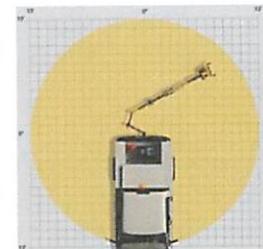
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Spin



# AGENDA No. 11



CITY COUNCIL AGENDA ITEM  
Requested Council Meeting Date: December 17, 2013

---

DEPARTMENT: Legal  
SUBJECT: Ordinance Regulating Solicitation

---

**RECOMMENDED MOTION: Approve First Reading of an Ordinance of the City of Arcadia, Florida; Creating Section 70-7 of the City of Arcadia Code of Ordinances entitled, "Solicitation Regulation."**

---

SUMMARY:

Pursuant to discussion at the December 3, 2013 City Council meeting, staff has determined what shall be defined as the "Downtown Area Prohibited Zone" as regulated in subsection (b)(1) of the proposed ordinance and defined in subsection (c)(2).

---

FISCAL IMPACT: None  Capital Budget  
 Operating  
 Other

ATTACHMENTS:  Ordinance  Resolution  Budget  Other

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Department Head: \_\_\_\_\_ Date: \_\_\_\_\_  
Finance Director (As to Budget Requirements) \_\_\_\_\_ Date: \_\_\_\_\_  
City Attorney (As to Form and Legality) \_\_\_\_\_ Date: 12/11/13  
City Administrator: \_\_\_\_\_ Date: \_\_\_\_\_

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

**ORDINANCE NO. 2014-\_\_\_\_\_**

**AN ORDINANCE OF THE CITY OF ARCADIA, FLORIDA; CREATING SECTION 70-7 OF THE CITY OF ARCADIA CODE OF ORDINANCES; REGULATING SOLICITATION; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT THEREWITH; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Arcadia recognizes that solicitation is an activity that is protected by the First Amendment; and

**WHEREAS**, the City of Arcadia may enforce regulations of behavior that implicate First Amendment activity when the regulations affect the time, place and manner of expression, are content neutral, are narrowly tailored to serve a significant government interest, and leave open ample alternative channels of communication; and

**WHEREAS**, the City of Arcadia has a significant interest in providing a safe and pleasant environment and eliminating nuisance activity, *Smith v. City of Fort Lauderdale*, Fla. 177 F.3d 954, 956 (11<sup>th</sup> Cir. 1999) ; and

**WHEREAS**, the City of Arcadia's downtown area is home to businesses, restaurants, bars, shops, bed and breakfast establishments and inns and is also an area that attracts visitors and locals alike; and

**WHEREAS**, the City of Arcadia has determined that limited bans on solicitation based on the time, place or manner of the solicitation are a content neutral and narrowly tailored way to promote public safety, protect its citizens and visitors and promote the general downtown area as tourist destinations and economic engines for the City; and

**WHEREAS**, the City of Arcadia has determined that limited bans on solicitation based on the time, place or manner of the solicitation is a content neutral and narrowly tailored way to promote public safety, and protect its citizens and visitors in areas where they may be or perceive themselves to be vulnerable and/or unable to leave; and

**WHEREAS**, the City of Arcadia has determined that limited bans on solicitation in the general downtown area and listed other limited places where people feel particularly vulnerable and/or unable to leave still provides ample alternative avenues of communication and are drawn narrowly to address the City's substantial interests; and

**WHEREAS**, the City Council of the City of Arcadia has determined that the following amendment promotes and protects the general health, safety, and welfare of the residents of the City of Arcadia; and

**WHEREAS**, a duly noticed public hearing as required by law was held by the City Council of the City of Arcadia, at which public hearing all residents and interested persons were given an opportunity to be heard; and

**WHEREAS**, it appears to be in the best interest of the citizens of the City of Arcadia that Chapter 70 the Code of Ordinances be amended as set forth herein,

**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. The Code of Ordinances of the City of Arcadia is hereby amended to create Section 70-7 of Chapter 70 as follows:

**“Sec. 70-7. - Solicitation regulation.**

(a) It shall be unlawful for any person in the City of Arcadia to solicit donations or payment, or to exhibit oneself for such purpose, by:

- (1) Any act or language constituting an express or implied threat of injury to any person or of damage to or loss of any property owned by or in lawful possession of the solicited person;
- (2) Endeavoring to maintain contact with the solicited person and continuing to verbally demand, ask or beg for, or to solicit donations or payment from any person after the solicited person has made a negative response to an initial demand or solicitation; or
- (3) Any act intended to impede the passage or free movement of the solicited person. Passage or free movement applies to persons on foot or bicycles, in wheelchairs or operating motor vehicles or persons attempting to enter or exit motor vehicles.

(b) It shall be unlawful in the City of Arcadia for any person to solicit donations or payment when either the solicitor or the person being solicited is located in, on or at any of the following locations or premises thereof:

- (1) Downtown Area Prohibited Zone;
- (2) Bus stop;
- (3) Sidewalk cafe; or
- (4) Area within fifteen (15) feet (in any direction) of an automatic teller machine or entrance to a financial institution.

(c) The following words and phrases, when used in this section, shall have the following meanings:

(1) *Solicit* means attempts in person to obtain charitable contributions, or attempts to sell any good or service, for the benefit of the solicitor or on behalf of an individual or organization.

(2) *Downtown Area Prohibited Zone* means that land area within the following described boundary:

Beginning at a point where the Hillsborough Avenue right-of-way centerline intersects the East Oak Street right-of-way centerline, go South along the Hillsborough Avenue right-of-way centerline to a point where the Hillsborough Avenue right-of-way centerline intersects the Pine Street right-of-way centerline; then go West along the Pine Street right-of-way centerline to a point where the Pine Street right-of-way centerline intersects the Manatee Avenue right-of-way centerline; then go North along the Manatee Avenue right-of-way centerline to a point where the Manatee Avenue right-of-way centerline intersects the Whidden Street right-of-way centerline; then go East along the Whidden Street right-of-way centerline to a point where the Whidden Street right-of-way centerline intersects the Polk Avenue right-of-way centerline; then go South on the Polk Avenue right-of-way centerline to a point where the Polk Avenue right-of-way centerline intersects the Cypress Street right-of-way centerline; then go East on the Cypress Street right-of-way centerline to a point where the Cypress Street right-of-way centerline intersects the Hillsborough Avenue right-of-way centerline; then go South on the Hillsborough Avenue right-of-way centerline to the Point of Beginning where the Hillsborough Avenue right-of-way centerline intersects the East Oak Street right-of-way centerline.

(d) This section shall not apply to persons operating under franchises, concessions or pursuant to temporary license agreements or concessions for special events, or business operations conducted entirely within an enclosed building or in a permanent structure for which a building permit is required, or operating on private property.

(e) Violations of this section shall be punishable as provided in Arcadia Code section 1-12.”

**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.

Ordinance No. \_\_\_\_\_  
Page 4 of 4

PASSED BY THE CITY COUNCIL OF THE CITY OF ARCADIA, FLORIDA, on this  
\_\_\_ day of January, 2014.

CITY OF ARCADIA, FLORIDA

\_\_\_\_\_  
ALICE FRIERSON, MAYOR

ATTEST:

By: \_\_\_\_\_  
CITY CLERK

PASSED ON FIRST READING: December 17, 2013.

PASSED ON SECOND READING: January \_\_\_, 2014

APPROVED AS TO FORM:

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

# AGENDA No. 12



CITY COUNCIL AGENDA ITEM  
Requested Council Meeting Date: December 17, 2013

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DEPARTMENT: Legal  
SUBJECT: Ordinance Regulating Behavior in Public Places

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**RECOMMENDED MOTION: Approve the Ordinance Creating Sections 70-8 through 70-11 for the Regulation of Behavior in Public Places (First Reading).**

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SUMMARY:

Pursuant to discussion at the December 3, 2013 City Council meeting, staff has revised the proposed Ordinance.

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FISCAL IMPACT:  Capital Budget  
 Operating  
 Other

ATTACHMENTS:  Ordinance  Resolution  Budget  Other

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Department Head: \_\_\_\_\_ Date: \_\_\_\_\_  
Finance Director (As to Budget Requirements) \_\_\_\_\_ Date: \_\_\_\_\_  
City Attorney (As to Form and Legality) \_\_\_\_\_ Date: 12/11/13  
City Administrator: \_\_\_\_\_ Date: \_\_\_\_\_

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

**ORDINANCE NO. 2014-\_\_\_\_\_**

**AN ORDINANCE OF THE CITY OF ARCADIA, FLORIDA; CREATING SECTIONS 70-8 THROUGH 70-11 OF THE CITY OF ARCADIA CODE OF ORDINANCES; REGULATING BEHAVIOR IN PUBLIC SPACES; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT THEREWITH; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Arcadia has a substantial interest in the aesthetics of its parks and a prohibition against camping in areas without adequate resources is a reasonable means of achieving that goal; and

**WHEREAS**, the City of Arcadia has a substantial interest in keeping its parks open and retaining the use of its parks for all of its citizens and a prohibition against camping in parks is a reasonable means of achieving that goal; and

**WHEREAS**, the City of Arcadia has a substantial interest in protecting against sanitation and safety issues and promoting public health and prohibiting camping in areas without adequate resources is a reasonable means of achieving that goal; and

**WHEREAS**, the City of Arcadia has a substantial interest in keeping its parks open and retaining the use of its parks for all of its citizens and a prohibition against camping in parks is a reasonable means of achieving that goal; and

**WHEREAS**, the City of Arcadia has a substantial interest in aesthetics, sanitation, public health, and safety and a prohibition against sleeping in rights of way is a reasonable means of achieving that goal; and

**WHEREAS**, the City of Arcadia has a substantial interest in public health and a prohibition against urinating and defecating in public areas is a reasonable means of achieving that goal; and

**WHEREAS**, the City Council of the City of Arcadia has determined that the following amendments promote and protect the general health, safety, and welfare of the residents of the City of Arcadia; and

**WHEREAS**, the City of Arcadia has a substantial interest in aesthetics, sanitation, public health, and safety, as well as keeping public spaces open and available for public use, and a prohibition against storage of property on public spaces is a reasonable means of achieving that goal; and

**WHEREAS**, a duly noticed public hearing as required by law was held by the City Council of the City of Arcadia, at which public hearings all residents and interested persons were given an opportunity to be heard; and

**WHEREAS**, it appears to be in the best interest of the citizens of the City of Arcadia that Chapter 70 the Code of Ordinances be amended as set forth herein,

**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. The Code of Ordinances of the City of Arcadia is hereby amended to create Sections 70-8 through 70-11 of Chapter 70 as follows:

**“Sec. 70-8. - Camping Prohibited; exemptions.**

(a) It shall be unlawful in the City of Arcadia to engage in camping on all public property including rights of way, except as may be specifically authorized by the appropriate governmental authority.

(b) The following words and phrases, when used in this section, shall have the following meanings:

(1) *Camping* means using property for living accommodation purposes by the erection, use or occupation of any tent, hut, lean-to, shack or temporary shelter for sleeping purposes or the laying down of bedding, such as a mat, blanket, sleeping bag or similar material for the purpose of sleeping.

(2) *Officer* means a sworn law enforcement officer.

(c) Being in a tent, hut, lean-to, shack or in a temporary shelter or being asleep atop or covered by materials in a public place may be evidence of camping, but is not alone sufficient to constitute a violation of this section. One (1) or more of the following shall also exist to determine whether the camping was for living accommodation purposes:

- (1) Numerous items of personal belongings are present;
- (2) The person is engaged in cooking activities;
- (3) The person has built or is maintaining a fire;
- (4) The person has engaged in digging or earth breaking activities;
- (5) The person is asleep and he or she has no other permanent place to live.

(d) Any person who is observed engaged in camping in an unauthorized area shall vacate the public place upon request of an officer. If the person refuses to vacate the area, then such person may be charged with a violation of this section.

(e) The officer shall advise the person that all of his or her personal property which is not vacated with the person, except that which is of no apparent utility or which is in an unsanitary

condition, may be inventoried and stored by the city police department for a maximum of sixty (60) days, until reclaimed.

(f) Any personal property that was inventoried and stored by the city police department for a person under the provisions of this section which has not been reclaimed within sixty (60) days of the date the personal property was inventoried and stored, shall be deemed abandoned and disposed of according to F.S. ch. 705.

(g) Violations of this section shall be punishable as provided in Arcadia Code section 1-12.

**Sec. 70-9. - Sleeping in or on the rights-of-way.**

(a) It shall be unlawful in the City of Arcadia for any person to sleep in or on any part of the City right-of-way, which shall include any public sidewalk.

(b) The following words and phrases, when used in this section, shall have the following meanings:

(1) *Right-of-way* means the same as street, as street is defined in Arcadia Code section 1-2.

(2) *Officer* means sworn law enforcement officer.

(c) A sworn law enforcement officer observing a violation of subsection (a) of this section shall inquire of any person violating this section if the person has a legally existing available accommodation, which can include shelter space, either owned or available for use by the individual.

(1) If the person has such available accommodation and agrees to travel, begins to travel immediately, and continues to travel until reaching such accommodation, the person shall not be charged with a violation of this section.

(2) If the person does not have available accommodations or refuses to travel, and shelter space is available at a shelter within the city or within three miles of the borders of the city and such shelter space is known to be available by a sworn law enforcement officer observing a violation of subsection (a), the officer shall advise the person of the violation and may afford the person the opportunity to be transported to the shelter with any personal items requested to be removed by the individual, provided the shelter will accept the person. The person shall not be charged with a violation of this section if the person agrees to be transported to the shelter.

(d) If the officer is not aware of available shelter space within the city or within three miles of the borders of the city or if the officer does not provide the opportunity for transportation to the shelter, the person shall not be charged with a violation of this section.

(e) It shall not be a violation of this section for a passenger to be asleep while in the right-of-way if he or she is legally transported by another in the part of the right-of-way intended for transport.

(f) Violations of this section shall be punishable as provided in Arcadia Code section 1-12.

**Sec. 70-10. - Prohibition on public urination or defecation.**

(a) It shall be unlawful for any person in the City of Arcadia to urinate or defecate in or on any public place unless such urination or defecation:

- (1) is made into a receptacle that has been provided for that purpose;
- (2) that receptacle stores or disposes of the wastes in a sanitary manner; and
- (3) that receptacle is enclosed from the view of the general public.

(b) It shall be unlawful for any person to dump, throw, discard, place, deposit, spill, leak or otherwise dispose of urine or feces in or on any public place in the City of Arcadia unless such disposal:

- (1) is made into a receptacle that has been provided for that purpose;
- (2) that receptacle stores or disposes of the wastes in a sanitary manner; and
- (3) that receptacle is enclosed from the view of the general public.

(c) This section shall not apply to children under six (6) years old, or to persons with impairments who lack the physical or mental ability to control their bodily functions; except that such a person's parent, guardian, or custodian shall be responsible for the immediate cleanup and sanitary disposal of any waste expelled by the child or person with impairment. Failure of the parent, guardian, or custodian of the child or person with impairment to immediately cleanup and dispose of any waste in a sanitary manner shall constitute a violation of this section.

(d) For the purposes of this section, a person with impairment does not include intoxicated individuals or individuals who are impaired due to the taking of illegal substances or substances not legally prescribed to them.

(e) Violations of this section shall be punishable as provided in Arcadia Code section 1-12.

**Sec. 70-11. - Outdoor storage on public property.**

(a) Purpose and findings.

- (1) The city has a compelling interest in promoting the health and safety of citizens and visitors by regulating potentially hazardous conditions on private and public property including public rights-of-way.
- (2) Personal property stored on public property, including public rights-of-way may pose a health, safety or security threat to pedestrians.
- (3) Unattended, abandoned or disabled refrigerators and freezers pose a grave danger to the lives of children and warrant immediate removal.
- (4) The city has an interest in ensuring that pedestrians have unobstructed access to public rights-of-way.

- (5) The city has a compelling interest in complying with requirements of the Americans With Disabilities Act which include minimum unobstructed sidewalk access for those with disabilities.
  - (6) The city is willing to assist, on a limited basis, in providing storage facilities to those who do not have a location to store personal property.
- (b) It shall be unlawful for any person in the City of Arcadia to store on any public property outside of a legally constructed fully enclosed structure:
- (1) Any materials, equipment, furnishings, furniture, appliances, construction materials or any items which are not designed to be used outdoors; or
  - (2) Any item of personal property including clothing and bedding.
- (c) Removal required on public property.
- (1) If an individual fails to remove any item, as described in subsection (b) of this section, which is unlawfully stored on public property within twenty-four (24) hours after having been served with written notice, as described in subsection (d) of this section, which requires such removal, the city may cause the removal of such unlawfully stored items.
  - (2) In the event a Code Enforcement Officer or sworn law enforcement officer determines the unlawfully stored items located on public property are a threat to the health, safety or welfare of the public, a Code Enforcement Officer or sworn law enforcement officer may immediately remove such unlawfully stored items. A threat to the health, safety or welfare of the public shall include, but not be limited to, a fire hazard, an explosive hazard, noxious odors, or an infestation of vermin, including rodents, lice, roaches and fleas, to which the public would be exposed to due to the unlawful storage. If items are removed without prior notice, a written notice shall be posted at the location which identified the location to which the items have been removed.
  - (3) Moving the unlawfully stored items to another location on public property shall not be considered to be removing the item from public property.
  - (4) If an item, as described in subsection (b) of this section, is unlawfully stored on public property which public property is posted with a sign stating that unattended items may be removed immediately, then no additional notice shall be required and the item may be removed immediately. Such signs may only be placed in the right-of-way under the following conditions:
    - a. In the interest of security and safety, temporary signs warning of immediate removal of items from public property may be posted in public rights-of-way at least thirty-six (36) hours in advance of special events, including, but not limited to, parades and festivals which are likely to draw large crowds to the city.
    - b. In the interest of security and safety, permanent signs warning of the immediate removal of items from public property may be posted in public rights-of-way around public buildings which are likely targets for the placement of explosive devices by terrorists or dissidents.
    - c. In the event the city determines the need for an area-wide clean-up, the city may post notice of the clean-up in the area to be cleaned at least thirty-six (36) hours in

advance of the cleaning. Any items left when the clean-up commences may be immediately removed and stored according to the procedures set forth in this section.

(5) The city may dispose of the items thirty (30) days after the removal from the public property or after seven (7) days if the items are deemed to be a threat to the health, safety or welfare of the public pursuant to this subsection. If the owner of the items wishes to retrieve the items, adequate proof of ownership and payment to the city of reasonable charges for storage and removal of the items are required. If the owner demonstrates he or she does not have the ability to pay the reasonable charges, such charges will not be required to retrieve the items. The removal and disposal of such items may be accomplished either by a Code Enforcement Officer or sworn law enforcement officer or by private contract.

(d) Notice.

(1) The written notice required by this section shall be deemed to have been served if:

- a. A copy is personally delivered to the party to be notified;
- b. A copy is left at the party's usual place of abode with some person of the family above fifteen (15) years of age and informing such person of the contents thereof;
- c. A copy is mailed by either registered or certified United States mail with return receipt requested;
- d. If the name of such party or the place of residence or post office address cannot be ascertained after diligent search and inquiry or in the event a notice sent by either registered or certified mail shall be returned undelivered, a copy of such notice is posted in a conspicuous place on the property upon which the items described in this section are or were located
- e. A copy is attached to the item, if the item is located on public property; or
- f. A copy is personally delivered to the person with custody of the items stored on public property which items may belong to someone else, and a copy is attached to the item.

(2) The notice required by this section shall contain the following:

- a. A complete description of the item to be removed (such description may refer to an attached photograph);
- b. The location of the property;
- c. The section of the Code in violation;
- d. The location to which the item will be removed;
- e. The date and time by which the item must be removed from the private or public property; and
- f. The date by which the item must be claimed from the location where they are being stored.

(e) Definitions. For the purposes of this section:

*Occupant* means any person in apparent control or possession of the property upon which an item is located.

*Officer* means sworn law enforcement officer.

*Public property* includes, but is not limited to, public rights-of-way, public places, streets and sidewalks.

*Reasonable charges* mean actual costs and that the city shall take into consideration the owner's ability to pay the charges.

*Store or stored*, when referring to an item on public or private property, shall be broadly interpreted to include any action to place, store, park, display, locate or set an item upon the property.

(f) Violations of this section shall be punishable as provided in the Arcadia Code section 1-12. Before enforcement, whenever a sworn law enforcement officer has probable cause to believe that a violation of this section has occurred, he or she shall advise the person of the violation and afford the person an opportunity to remove the items from public property, as well as advise the person of an alternative location, within the City of Arcadia, for storage of the property. If the person elects to remove the items from public property, the person making such election shall not be charged with a violation of this section. If the person refuses to remove the items from public property, then such person may be charged with a violation of this section.

(g) Abandoned and lost property is regulated and may be removed pursuant to F.S. § 705.101 *et seq.*”

**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  
\_\_\_ day of January, 2014.

CITY OF ARCADIA, FLORIDA

\_\_\_\_\_  
ALICE FRIERSON, MAYOR

ATTEST:

By: \_\_\_\_\_  
CITY CLERK

PASSED ON FIRST READING: December 17, 2013

PASSED ON SECOND READING: January \_\_\_, 2014

APPROVED AS TO FORM:

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

# AGENDA No. 13



**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARCADIA, FLORIDA CREATING A CITY ADMINISTRATOR SEARCH COMMITTEE; APPOINTING MEMBERS; STATING THE PURPOSE FOR ESTABLISHING A CITY ADMINISTRATOR SEARCH COMMITTEE; PROVIDING FOR ADMINISTRATIVE SUPPORT AND ASSISTANCE; PROVIDING FOR READING BY TITLE ONLY; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, pursuant to Section 2-92 of the Code of Ordinances of the City of Arcadia, the City is required to appoint a City Administrator; and

**WHEREAS**, the Council desires hereby to establish the procedure to search for a City Administrator; and

**WHEREAS**, the City Council has determined that the creation of a City Administrator Search Committee with the authority to make recommendations to the City Council regarding the candidates for the position of City Administrator is in the best interests of the citizens of the City of Arcadia,

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

**SECTION 1.** The foregoing findings are incorporated herein by reference and made a part hereof.

**SECTION 2.** The City Council hereby creates a City Administrator Search Committee to consist of five (5) members appointed by the City Council. Each City Council member has submitted the name of one (1) qualified appointee. The persons whose names were submitted shall be appointed to the City Administrator Search Committee hereby created by the adoption of this Resolution. All members of the City Administrator Search Committee are registered voters in

Desoto County, Florida as of the date of their appointment. All members of the City Administrator Search Committee shall serve without compensation.

**SECTION 3.** The members of the City Administrator Search Committee are:

- Mayor Frierson appointee: **Beth Carsten**
- Deputy Mayor Fink appointee: **Mitchell Watson**
- Councilman Allen appointee: **Dick Fazzino**
- Councilman Heine appointee: **Marcia Brown**
- Councilman Keene appointee: **Mary Kay Burns**

During the course of the City Administrator Search Committee deliberations, should any member become unable or unwilling to continue to serve as a member of the City Administrator Search Committee, the City Councilperson who appointed that particular member shall appoint an alternate replacement City Administrator Search Committee member.

**SECTION 4.** The City Administrator Search Committee shall conduct public meetings and must entertain any written or verbal comments from City employees and from the public at large. At its first meeting, the City Administrator Search Committee shall select a chairperson and a vice chairperson from among its members. All meetings of the City Administrator Search Committee shall be public meetings, which shall be noticed and advertised in advance and shall be open to attendance by the public. Written minutes shall be kept of all meetings of the City Administrator Search Committee.

**SECTION 5.** The City Administrator Search Committee is hereby given the authority to begin recruitment of candidates for the position of City Administrator subject to the provisions set forth in Exhibit "A" attached hereto.

**SECTION 6.** The City Administrator Search Committee shall submit the names of the top five (5) candidates for the position of City Administrator to the City Council by

\_\_\_\_\_, 2014. Upon the request of the chair of the City Administrator Search Committee, the City Council may extend this date by majority vote. After the final written recommendations of the City Administrator Search Committee have been presented to and received by the City Council, the City Administrator Search Committee shall cease to exist.

**SECTION 7.** In the event Tom Slaughter elects to seek the position of City Administrator through the application process and the City Administrator Search Committee does not determine any basis that would disqualify Mr. Slaughter as a candidate, the City Administrator Search Committee shall include Mr. Slaughter in the list of the top five (5) candidates for the position of City Administrator.

**SECTION 8.** The City Council may provide for administrative and other support to the City Administrator Search Committee, as it shall, in its discretion, deem appropriate.

**SECTION 9.** This Resolution shall take effect immediately upon adoption.

**DULY PASSED BY THE CITY COUNCIL OF THE CITY OF ARCADIA, FLORIDA,** in regular session at the City Council Chambers of said City of Arcadia, Florida this \_\_\_\_ day of December, 2013.

City of Arcadia, Florida

\_\_\_\_\_  
Alice Frierson, Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

Approved as to form:

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

## **EXHIBIT A**

1. The Committee shall develop a plan schedule and budget for the City Administrator recruitment and the Committee Chairperson shall submit the plan schedule and budget to City Council for approval no later than January 21, 2014.
2. The Committee shall develop: 1) a job summary, which shall include a salary range of \$ \_\_\_\_\_ to \$ \_\_\_\_\_; 2) a position description to outline the essential duties and responsibilities; 3) and applicant qualifications, which should include but not be limited to, minimum education and experience requirements.
3. The job summary, position description and applicant qualifications shall be developed by the Committee based on interviews with staff, input from the community and any other resources the Committee deems appropriate.
4. The Committee Chairperson shall submit the proposed job summary, position description and applicant qualifications to City Council for approval no later than February 4, 2014.
5. The Committee shall develop and place appropriate advertising and marketing materials for the position that most effectively targets candidates that will satisfy the candidate profile, position description and applicant qualifications.
6. The Committee shall seek to attract top candidates who best satisfy the job summary, position description and applicant qualifications.
7. The Committee shall conduct personal outreach recruitment to ensure that competitive candidates from diverse backgrounds apply for the position.
8. The Committee shall review and screen applications and make a diligent effort to verify each applicant's credentials, experience, qualifications and recommendations.
9. The Committee shall evaluate each candidate against the approved job summary, position description and applicant qualifications.
10. The Committee may conduct a personal interview of any or all candidates, but shall perform a background check on every candidate the Committee intends to interview.
11. In accordance with Section 6 of the Resolution, the Committee shall submit the names of the final candidates to the City Council.

# FINANCE

12/04/2013 10:25  
8122elar

City of Arcadia, FL - \*\* LIVE \*\*  
ACCOUNTS PAYABLE WARRANT REPORT

PG 1  
apwarrnt

DATE: 12/04/2013      WARRANT: 20131201      AMOUNT: \$ 86,239.40

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12/04/2013 10:25  
8122elar

City of Arcadia, FL - \*\* LIVE \*\*  
DETAIL INVOICE LIST

PG 2  
apwarrnt

CASH ACCOUNT: 81000 10400

EQUITY IN POOLED CASH

WARRANT: 20131201 12/04/2013

DUE DATE: 12/04/2013

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	INVOICE/AMOUNT	DOCUMENT	VOUCHER	CHECK
<u>2808AARP MEDICARE RX PREFE</u>	<u>1 01115 10230</u>	00000	200	INV	12/01/2013	<u>0115487191/12</u>	32761	95158	
				RETIREES	LIFE, HEAL	41.40			
				Invoice Net		41.40			
<u>2808AARP MEDICARE RX PREFE</u>	<u>1 01115 10230</u>	00000	200	INV	12/01/2013	<u>0115493301/12</u>	32762	95159	
				RETIREES	LIFE, HEAL	41.40			
				Invoice Net		41.40			
				CHECK TOTAL		82.80			
<u>40060DESOTO COUNTY BOARD OF</u>	<u>1 43000 30490</u>	00000	200	INV	12/06/2013	<u>OCT 2013 LANDFILL</u>	32755	95152	
				SOLID WAST	OTHER CURR	19,626.54			
				Invoice Net		19,626.54			
				CHECK TOTAL		19,626.54			
<u>40060DESOTO COUNTY BOARD OF</u>	<u>1 01220 30340</u>	00000	200	INV	12/01/2013	<u>DEC 2013 FIRE</u>	32763	95160	
				FIRE CONTR	CONTRACTUA	33,030.01			
				Invoice Net		33,030.01			
				CHECK TOTAL		33,030.01			
<u>3100JOSEPH CALABRESE</u>	<u>1 01410 30520</u>	00000	24251	INV	12/06/2013	<u>20131204</u>	32784	95181	
				STREET DEP	OPERATING	950.00			
				Invoice Net		950.00			
				CHECK TOTAL		950.00			
<u>1780EDWARD CARDONA</u>	<u>1 01490 30340</u>	00000	24236	INV	11/30/2013	<u>1036</u>	32780	95177	
				OTHER TRAN	CONTRACTUA	187.59			
				Invoice Net		187.59			
				CHECK TOTAL		187.59			
<u>2455CENTURYLINK</u>	<u>1 01210 30410</u>	00000	200	INV	11/26/2013	<u>312159680/11</u>	32772	95169	
				LAW ENFORC	TELEPHONE	155.94			
				Invoice Net		155.94			
				CHECK TOTAL		155.94			
<u>10030W &amp; S ENTERPRISE ACCOU</u>	<u>1 41533 30430</u>	00000	200	INV	12/16/2013	<u>129915</u>	32752	95149	
				WATER TREA	UTILITY SE	31.51			
				Invoice Net		31.51			
<u>10030W &amp; S ENTERPRISE ACCOU</u>	<u>1 01724 30430</u>	00000	200	INV	12/16/2013	<u>129916</u>	32753	95150	
				MOBILE HOM	UTILITY SE	6,603.12			
				Invoice Net		6,603.12			
				CHECK TOTAL		6,634.63			
<u>30100CUMMINGS POWER SOUTH</u>	<u>1 41535 30340</u>	00001	24235	INV	12/06/2013	<u>080-71891</u>	32781	95178	
				WASTE WATE	CONTRACTUA	490.59			
				Invoice Net		490.59			
				CHECK TOTAL		490.59			
<u>40106DESOTO INS AGENCY INC</u>	<u>1 01210 30520</u>	00001	200	INV	12/04/2013	<u>RENEWAL</u>	32756	95153	
				LAW ENFORC	MISC OPERA	99.52			
				Invoice Net		99.52			

CASH ACCOUNT: 81000 10400

EQUITY IN POOLED CASH

WARRANT: 20131201 12/04/2013

DUE DATE: 12/04/2013

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	INVOICE/AMOUNT	DOCUMENT	VOUCHER	CHECK
						CHECK TOTAL	99.52		
60090FLORIDA POWER & LIGHT	1 41569 30430			00001 200 INV 12/06/2013		24483-39941/10	32789	95186	
				SEWER SYST UTILITY SE		6,689.35			
				Invoice Net		6,689.35			
60090FLORIDA POWER & LIGHT	1 01724 30431			00001 200 INV 12/04/2013		49272-42331/11	32790	95187	
				MOBILE HOM UTILITY SE		29.86			
				Invoice Net		29.86			
60090FLORIDA POWER & LIGHT	1 01724 30431			00001 200 INV 12/04/2013		02111-76409/11	32791	95188	
				MOBILE HOM UTILITY SE		17.23			
				Invoice Net		17.23			
60090FLORIDA POWER & LIGHT	1 01724 30431			00001 200 INV 12/04/2013		58358-20589/10	32792	95189	
				MOBILE HOM UTILITY SE		93.42			
				Invoice Net		93.42			
60090FLORIDA POWER & LIGHT	1 01491 30430			00001 200 INV 12/04/2013		24443-30944/10	32793	95190	
				MAINT UTILITY SE		266.09			
				Invoice Net		266.09			
60090FLORIDA POWER & LIGHT	1 01723 30430			00001 200 INV 12/04/2013		25213-93482/10	32794	95191	
				PARKS UTILITY SE		7.69			
				Invoice Net		7.69			
60090FLORIDA POWER & LIGHT	1 41533 30430			00001 200 INV 12/04/2013		25256-87261/10	32795	95192	
				WATER TREA UTILITY SE		728.80			
				Invoice Net		728.80			
60090FLORIDA POWER & LIGHT	1 01724 30431			00001 200 INV 12/04/2013		27865-81336/11	32796	95193	
				MOBILE HOM UTILITY SE		21.84			
				Invoice Net		21.84			
60090FLORIDA POWER & LIGHT	1 41569 30430			00001 200 INV 12/04/2013		35352-38921/10	32797	95194	
				SEWER SYST UTILITY SE		30.69			
				Invoice Net		30.69			
60090FLORIDA POWER & LIGHT	1 01724 30431			00001 200 INV 12/04/2013		45094-72330/11	32798	95195	
				MOBILE HOM UTILITY SE		29.93			
				Invoice Net		29.93			
60090FLORIDA POWER & LIGHT	1 01723 30430			00001 200 INV 12/04/2013		82700-62345/10	32799	95196	
				PARKS UTILITY SE		242.93			
				Invoice Net		242.93			
60090FLORIDA POWER & LIGHT	1 01410 30430			00001 200 INV 12/05/2013		11635-82172/10	32800	95197	
				STREET DEP UTILITY SE		21.91			
				Invoice Net		21.91			
60090FLORIDA POWER & LIGHT	1 41569 30430			00001 200 INV 12/05/2013		15106-36952/10	32801	95198	
				SEWER SYST UTILITY SE		90.47			
				Invoice Net		90.47			
60090FLORIDA POWER & LIGHT	1 01725 30430			00001 200 INV 12/05/2013		16067-36906/11	32802	95199	
				WAY MULTIP UTILITY SE		938.70			
				Invoice Net		938.70			
60090FLORIDA POWER & LIGHT	1 01490 30430			00001 200 INV 12/05/2013		24800-91236/10	32803	95200	
				OTHER TRAN UTILITY SE		8.37			
				Invoice Net		8.37			
60090FLORIDA POWER & LIGHT				00001 200 INV 12/05/2013		26417-31993/10	32804	95201	

12/04/2013 10:25  
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City of Arcadia, FL - \*\* LIVE \*\*  
DETAIL INVOICE LIST

PG 4  
apwarrnt

CASH ACCOUNT: 81000 10400 EQUITY IN POOLED CASH WARRANT: 20131201 12/04/2013 DUE DATE: 12/04/2013

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	INVOICE/AMOUNT	DOCUMENT	VOUCHER	CHECK
	1 01190 30430			OTHER GENE	UTILITY SE	286.90			
				Invoice Net		286.90			
60090	FLORIDA POWER & LIGHT		00001	200 INV	12/05/2013	37213-04404/10	32805	95202	
	1 01723 30430			PARKS	UTILITY SE	44.53			
				Invoice Net		44.53			
60090	FLORIDA POWER & LIGHT		00001	200 INV	12/05/2013	38815-93564/10	32806	95203	
	1 01410 30430			STREET DEP	UTILITY SE	233.89			
				Invoice Net		233.89			
60090	FLORIDA POWER & LIGHT		00001	200 INV	12/05/2013	54755-19517/10	32807	95204	
	1 01490 30430			OTHER TRAN	UTILITY SE	8.37			
				Invoice Net		8.37			
60090	FLORIDA POWER & LIGHT		00001	200 INV	12/02/2013	45975-18598/10	32808	95205	
	1 01722 30430			GOLF COURS	UTILITY SE	55.26			
				Invoice Net		55.26			
60090	FLORIDA POWER & LIGHT		00001	200 INV	12/02/2013	25662-31979/10	32809	95206	
	1 01724 30430			MOBILE HOM	UTILITY SE	9.16			
				Invoice Net		9.16			
60090	FLORIDA POWER & LIGHT		00001	200 INV	12/02/2013	45462-36987/10	32810	95207	
	1 01724 30430			MOBILE HOM	UTILITY SE	9.85			
				Invoice Net		9.85			
60090	FLORIDA POWER & LIGHT		00001	200 INV	12/02/2013	52645-58262/11	32811	95208	
	1 01724 30431			MOBILE HOM	UTILITY SE	23.87			
				Invoice Net		23.87			
60090	FLORIDA POWER & LIGHT		00001	200 INV	12/02/2013	55132-30994/10	32812	95209	
	1 01724 30430			MOBILE HOM	UTILITY SE	36.37			
				Invoice Net		36.37			
60090	FLORIDA POWER & LIGHT		00001	200 INV	12/02/2013	55492-33921/10	32813	95210	
	1 01724 30431			MOBILE HOM	UTILITY SE	22.39			
				Invoice Net		22.39			
60090	FLORIDA POWER & LIGHT		00001	200 INV	12/02/2013	55772-39956/10	32814	95211	
	1 01724 30430			MOBILE HOM	UTILITY SE	13.20			
				Invoice Net		13.20			
60090	FLORIDA POWER & LIGHT		00001	200 INV	12/02/2013	72435-72539/10	32815	95212	
	1 01724 30431			MOBILE HOM	UTILITY SE	12.98			
				Invoice Net		12.98			
60090	FLORIDA POWER & LIGHT		00001	200 INV	12/02/2013	81378-39059/10	32816	95213	
	1 01724 30431			MOBILE HOM	UTILITY SE	32.26			
				Invoice Net		32.26			
60090	FLORIDA POWER & LIGHT		00001	200 INV	12/02/2013	96681-21073/10	32817	95214	
	1 01724 30430			MOBILE HOM	UTILITY SE	19.13			
				Invoice Net		19.13			
				CHECK TOTAL		10,025.44			
70010	GALL'S INC		00001	200 INV	12/07/2013	001214205	32774	95171	
	1 01210 30525			LAW ENFORC	UNIFORMS	69.09			
				Invoice Net		69.09			
				CHECK TOTAL		69.09			

12/04/2013 10:25  
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City of Arcadia, FL - \*\* LIVE \*\*  
DETAIL INVOICE LIST

PG 5  
apwarrnt

CASH ACCOUNT: 81000 10400 EQUITY IN POOLED CASH WARRANT: 20131201 12/04/2013 DUE DATE: 12/04/2013

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	INVOICE/AMOUNT	DOCUMENT	VOUCHER	CHECK
<u>1629EUGENE HICKSON</u>		00000	200	INV	12/06/2013	20131204	32765	95162	
1 01115 10130				RETIREES OTHER SAL		150.00			
				Invoice Net		150.00			
				CHECK TOTAL		150.00			
<u>2473KED GROUP, INC</u>		00000	24238	INV	12/04/2013	3083	32777	95174	
1 41535 30523				WASTE WATE CHEMICALS		1,539.00			
				Invoice Net		1,539.00			
				CHECK TOTAL		1,539.00			
<u>222JEAN-PIERRE LACROIX</u>		00000	24239	INV	12/04/2013	WEB000333	32778	95175	
1 41535 30463				WASTE WATE REPAIR EQU		245.00			
				Invoice Net		245.00			
<u>222JEAN-PIERRE LACROIX</u>		00000	24237	INV	11/21/2013	WEB000334	32779	95176	
1 01490 30340				OTHER TRAN CONTRACTUA		195.00			
				Invoice Net		195.00			
				CHECK TOTAL		440.00			
<u>2128ODYSSEY MANUFACTURING</u>		00000	200	INV	12/01/2013	190389	32769	95166	
1 41535 30523				WASTE WATE CHEMICALS		375.00			
				Invoice Net		375.00			
<u>2128ODYSSEY MANUFACTURING</u>		00000	200	INV	12/01/2013	190802	32770	95167	
1 41535 30523				WASTE WATE CHEMICALS		487.50			
				Invoice Net		487.50			
<u>2128ODYSSEY MANUFACTURING</u>		00000	200	INV	12/08/2013	191484	32786	95183	
1 41533 30523				WATER TREA CHEMICALS		636.00			
				Invoice Net		636.00			
<u>2128ODYSSEY MANUFACTURING</u>		00000	200	INV	12/08/2013	191489	32787	95184	
1 41535 30523				WASTE WATE CHEMICALS		525.00			
				Invoice Net		525.00			
				CHECK TOTAL		2,023.50			
<u>2585ON-SITE ANTIFREEZE REC</u>		00000	24175	INV	12/01/2013	13944	32771	95168	
1 01491 30520				MAINT OPERATING		233.75			
				Invoice Net		233.75			
				CHECK TOTAL		233.75			
<u>2257PEACE RIVER DISTRIBUTI</u>		00000	200	INV	12/04/2013	00050845	32767	95164	
1 01726 30515				PRO SHOP FOOD BEV		372.00			
				Invoice Net		372.00			
				CHECK TOTAL		372.00			
<u>2587PITNEY BOWES GLOBAL FI</u>		00000	200	INV	12/06/2013	8364259-NV13	32773	95170	
1 01210 30340				LAW ENFORC CONTRACTUA		60.94			
				Invoice Net		60.94			
				CHECK TOTAL		60.94			
<u>2523PNC EQUIPMENT FINANCE,</u>		00000	200	INV	12/08/2013	139550000	32776	95173	

CASH ACCOUNT: 81000 10400 EQUITY IN POOLED CASH WARRANT: 20131201 12/04/2013 DUE DATE: 12/04/2013

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	INVOICE/AMOUNT	DOCUMENT	VOUCHER	CHECK
	1 01726 30440			PRO SHOP	RENTAL & L	6,727.20			
				Invoice Net		6,727.20			
2523PNC EQUIPMENT FINANCE,	00000	200	INV	12/08/2013		152655000	32782	95179	
	1 01726 30440			PRO SHOP	RENTAL & L	1,727.25			
				Invoice Net		1,727.25			
2523PNC EQUIPMENT FINANCE,	00000	200	INV	12/08/2013		4645158	32788	95185	
	1 01726 30440			PRO SHOP	RENTAL & L	123.74			
				Invoice Net		123.74			
				CHECK TOTAL		8,578.19			
909155ROOSEVELT JOHNSON	00000	200	INV	12/01/2013		20131204	32766	95163	
	1 01115 10130			RETIREES	OTHER SAL	250.00			
				Invoice Net		250.00			
				CHECK TOTAL		250.00			
2388STRUBE, EDWARD J	00000	200	INV	12/01/2013		20131130	32764	95161	
	1 01115 10230			RETIREES	LIFE, HEAL	104.90			
				Invoice Net		104.90			
				CHECK TOTAL		104.90			
200085TRANSPORTATION CONTROL	00000	24263	INV	11/24/2013		95002	32751	95148	
	1 01490 30340			OTHER TRAN	CONTRACTUA	168.00			
				Invoice Net		168.00			
				CHECK TOTAL		168.00			
1582STEVE UNDERWOOD	00000	200	INV	12/06/2013		20131204	32785	95182	
	1 01410 30520			STREET DEP	OPERATING	7.85			
				Invoice Net		7.85			
				CHECK TOTAL		7.85			
2811UNITED HEALTHCARE INSU	00000	200	INV	12/01/2013		399334630-1/12	32758	95155	
	1 01115 10230			RETIREES	LIFE, HEAL	213.40			
				Invoice Net		213.40			
2811UNITED HEALTHCARE INSU	00000	200	INV	12/01/2013		035111883-1/12	32759	95156	
	1 01115 10230			RETIREES	LIFE, HEAL	194.00			
				Invoice Net		194.00			
2811UNITED HEALTHCARE INSU	00000	200	INV	12/01/2013		301466001-1/12	32760	95157	
	1 01115 10230			RETIREES	LIFE, HEAL	179.25			
				Invoice Net		179.25			
				CHECK TOTAL		586.65			
2776VERIZON WIRELESS	00000	200	INV	12/02/2013		9714517858	32783	95180	
	1 01110 30410			LEGISLATIV	TELEPHONE	2.59			
	2 01120 30410			EXECUTIVES	TELEPHONE	3.30			
	3 41568 30410			WATER SYST	TELEPHONE	30.92			
	4 41569 30410			SEWER SYST	TELEPHONE	30.90			
	5 41533 30410			WATER TREA	TELEPHONE	10.73			
	6 01390 30410			CEMETERY	TELEPHONE	14.89			

12/04/2013 10:25  
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City of Arcadia, FL - \*\* LIVE \*\*  
DETAIL INVOICE LIST

CASH ACCOUNT: 81000 10400

EQUITY IN POOLED CASH

WARRANT: 20131201 12/04/2013

DUE DATE: 12/04/2013

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	INVOICE/AMOUNT	DOCUMENT	VOUCHER	CHECK
7	41535 30410			WASTE WATE	TELEPHONE	38.56			
8	01491 30410			MAINT	TELEPHONE	5.73			
9	01410 30410			STREET DEP	TELEPHONE	57.14			
10	01340 30410			GARBAGE &	TELEPHONE	37.09			
11	01723 30410			PARKS	TELEPHONE	5.66			
12	01724 30410			MOBILE HOM	TELEPHONE	27.72			
13	01722 30410			GOLF COURS	TELEPHONE	79.65			
14	41536 30410			UTILITY CO	TELEPHONE	27.59			
				Invoice Net		372.47			
						CHECK TOTAL			372.47
=====									
63	INVOICES			WARRANT TOTAL		86,239.40			86,239.40
				CASH ACCOUNT BALANCE					-6,523,756.84
=====									

WARRANT: 20131201 12/04/2013

DUE DATE: 12/04/2013

FUND	ORG	ACCOUNT	AMOUNT	AVLB BUDGET
001	01110	LEGISLATIVE	001 -510-511-0 -000-30410 -	TELEPHONE 2.59 1397.18
001	01115	PAY TO RETIREES & COUN	001 -510-511-Z -000-10130 -	OTHER SALARIES 400.00 .00
001	01115	PAY TO RETIREES & COUN	001 -510-511-Z -000-10230 -	LIFE, HEALTH INSURANCE 774.35 -11459.38
001	01120	EXECUTIVES	001 -510-512-0 -000-30410 -	TELEPHONE 3.30 116.38
001	01190	OTHER GENERAL GOVT	001 -510-519-0 -000-30430 -	UTILITY SERVICE 286.90 4590.02
001	01210	LAW ENFORCEMENT	001 -520-521-0 -000-30340 -	CONTRACTUAL SERVICE 60.94 -879.14
001	01210	LAW ENFORCEMENT	001 -520-521-0 -000-30410 -	TELEPHONE 155.94 249.63
001	01210	LAW ENFORCEMENT	001 -520-521-0 -000-30520 -	MISC OPERATING SUPPLIE 99.52 2362.54
001	01210	LAW ENFORCEMENT	001 -520-521-0 -000-30525 -	UNIFORMS 69.09 888.37
001	01220	FIRE CONTROL	001 -520-522-0 -000-30340 -	CONTRACTUAL SERVICE 33,030.01 -64166.12
001	01340	GARBAGE & SOLID WASTE	001 -530-534-0 -000-30410 -	TELEPHONE 37.09 211.78
001	01390	CEMETERY	001 -530-539-0 -000-30410 -	TELEPHONE 14.89 44.18
001	01410	STREET DEPT	001 -540-541-0 -000-30410 -	TELEPHONE 57.14 683.00
001	01410	STREET DEPT	001 -540-541-0 -000-30430 -	UTILITY SERVICE 255.80 5887.26
001	01410	STREET DEPT	001 -540-541-0 -000-30520 -	OPERATING SUPPLIES 957.85 2975.58
001	01490	OTHER TRANSPORTATION-	001 -540-549-0 -000-30340 -	CONTRACTUAL SERVICE 550.59 37291.77
001	01490	OTHER TRANSPORTATION-	001 -540-549-0 -000-30430 -	UTILITY SERVICE 16.74 -20960.35
001	01491	VEHICLE AND FACILITY M	001 -540-549-B -000-30410 -	TELEPHONE 5.73 -254.33
001	01491	VEHICLE AND FACILITY M	001 -540-549-B -000-30430 -	UTILITY SERVICE 266.09 -957.97
001	01491	VEHICLE AND FACILITY M	001 -540-549-B -000-30520 -	OPERATING SUPPLIES 233.75 851.80
001	01722	GOLF COURSE	001 -570-572-2 -000-30410 -	TELEPHONE 79.65 45.70
001	01722	GOLF COURSE	001 -570-572-2 -000-30430 -	UTILITY SERVICE 55.26 -3183.44
001	01723	PARKS	001 -570-572-3 -000-30410 -	TELEPHONE 5.66 652.12
001	01723	PARKS	001 -570-572-3 -000-30430 -	UTILITY SERVICE 295.15 -5968.10
001	01724	MOBILE HOME PARK	001 -570-572-4 -000-30410 -	TELEPHONE 27.72 -74.17
001	01724	MOBILE HOME PARK	001 -570-572-4 -000-30430 -	UTILITY SERVICE 6,690.83 -17618.54
001	01724	MOBILE HOME PARK	001 -570-572-4 -000-30431 -	UTILITY SER RENTAL SPA 283.78 1148.73
001	01725	WAY MULTIPURPOSE CENTE	001 -570-572-5 -000-30430 -	UTILITY SERVICE 938.70 -1919.33
001	01726	PRO SHOP	001 -570-572-I -000-30440 -	RENTAL & LEASES 8,578.19 .00
001	01726	PRO SHOP	001 -570-572-I00-000-30515 -	FOOD AND BEVERAGES 372.00 .00
			FUND TOTAL	54,605.25
CASH ACCOUNT	81000 10400	BALANCE	-6,523,756.84	
401	41533	WATER TREATMENT PLANT	401 -530-533-D -000-30410 -	TELEPHONE 10.73 893.81
401	41533	WATER TREATMENT PLANT	401 -530-533-D -000-30430 -	UTILITY SERVICE 760.31 -6267.59
401	41533	WATER TREATMENT PLANT	401 -530-533-D -000-30523 -	CHEMICALS 636.00 8788.98
401	41535	WASTE WATER TREATMENT	401 -530-535-E -000-30340 -	CONTRACTUAL SERVICE 490.59 57704.78
401	41535	WASTE WATER TREATMENT	401 -530-535-E -000-30410 -	TELEPHONE 38.56 668.68
401	41535	WASTE WATER TREATMENT	401 -530-535-E -000-30463 -	REPAIR EQUIPMENT 245.00 -11249.93
401	41535	WASTE WATER TREATMENT	401 -530-535-E -000-30523 -	CHEMICALS 2,926.50 -49332.78
401	41536	UTILITY COLLECTIONS	401 -530-536-F -000-30410 -	TELEPHONE 27.59 38.40
401	41568	WATER SYSTEMS	401 -530-536-G -000-30410 -	TELEPHONE 30.92 688.75
401	41569	SEWER SYSTEMS	401 -530-536-H -000-30410 -	TELEPHONE 30.90 183.89
401	41569	SEWER SYSTEMS	401 -530-536-H -000-30430 -	UTILITY SERVICE 6,810.51 -38448.71
			FUND TOTAL	12,007.61
CASH ACCOUNT	81000 10400	BALANCE	-6,523,756.84	
403	43000	SOLID WATE	403 -530-534-000-000-30490 -	OTHER CURRENT CHARGES 19,626.54 .00



WARRANT: 20131201 12/04/2013

DUE DATE: 12/04/2013

VOUCHER	VENDOR	VENDOR NAME	INVOICE	PO	TYPE	DUE DATE	AMOUNT	COMMENT
95148	200085	TRANSPORTATION CONTROL	95002	24263	INV	11/24/2013	168.00	ASTRO-BRAC CLAMP KIT
95149	10030	W & S ENTERPRISE ACCOUNT	129915	200	INV	12/16/2013	31.51	ACCT # 4250123400; 0 W
95150	10030	W & S ENTERPRISE ACCOUNT	129916	200	INV	12/16/2013	6,603.12	ACCT # 4250123800; 1 M
95152	40060	DESOTO COUNTY BOARD OF COMM	OCT 2013 LANDFILL	200	INV	12/06/2013	19,626.54	OCTOBER 2013 LANDFILL
95153	40106	DESOTO INS AGENCY INC	RENEWAL	200	INV	12/04/2013	99.52	LEWANDA M POLK NOTARY
95155	2811	UNITED HEALTHCARE INSURANCE	399334630-1/12	200	INV	12/01/2013	213.40	MEMBERSHIP # 399334630
95156	2811	UNITED HEALTHCARE INSURANCE	035111883-1/12	200	INV	12/01/2013	194.00	MEMBERSHIP # 035111883
95157	2811	UNITED HEALTHCARE INSURANCE	301466001-1/12	200	INV	12/01/2013	179.25	MEMBERSHIP # 301466001
95158	2808	AARP MEDICARE RX PREFERRED	0115487191/12	200	INV	12/01/2013	41.40	MEMBER ID #0115487191;
95159	2808	AARP MEDICARE RX PREFERRED	0115493301/12	200	INV	12/01/2013	41.40	MEMBER ID #0115493301
95160	40060	DESOTO COUNTY BOARD OF COMM	DEC 2013_FIRE	200	INV	12/01/2013	33,030.01	FIRE DEPT MERGER DEC 2
95161	2388	STRUBE, EDWARD J	20131130	200	INV	12/01/2013	104.90	REIMBURSEMENT FOR MEDI
95162	1629	EUGENE HICKSON	20131204	200	INV	12/06/2013	150.00	RETIREE, FOR DECEMBER
95163	909155	ROOSEVELT JOHNSON	20131204	200	INV	12/01/2013	250.00	RETIREE; FOR DECEMBER
95164	2257	PEACE RIVER DISTRIBUTING CO	00050845	200	INV	12/04/2013	372.00	BEER
95166	2128	ODYSSEY MANUFACTURING CO.	190389	200	INV	12/01/2013	375.00	HYPOCHLORITE SOLUTIONS
95167	2128	ODYSSEY MANUFACTURING CO.	190802	200	INV	12/01/2013	487.50	HYPOCHLORITE SOLUTIONS
95168	2585	ON-SITE ANTIFREEZE RECYCLIN	13944	24175	INV	12/01/2013	233.75	GREEN COOLANT
95169	2455	CENTURYLINK	312159680/11	200	INV	11/26/2013	155.94	SERVICES THRU 11/4-12/
95170	2587	PITNEY BOWES GLOBAL FINANCI	8364259-NV13	200	INV	12/06/2013	60.94	LEASE ACCT # 8364259
95171	70010	GALL'S INC	001214205	200	INV	12/07/2013	69.09	CHIEF DIE STRUCK INSIG
95173	2523	PNC EQUIPMENT FINANCE, LLC	139550000	200	INV	12/08/2013	6,727.20	LEASE # 139550000
95174	2473	KED GROUP, INC	3083	24238	INV	12/04/2013	1,539.00	EK 26, 2X4450, 2 DRUMS
95175	222	JEAN-PIERRE LACROIX	WEB000333	24239	INV	12/04/2013	245.00	SERVICE CALL TROUBLESH
95176	222	JEAN-PIERRE LACROIX	WEB000334	24237	INV	11/21/2013	195.00	GIBSON AND ROAN, MIDDLE

WARRANT: 20131201 12/04/2013

DUE DATE: 12/04/2013

VOUCHER	VENDOR	VENDOR NAME	INVOICE	PO	TYPE	DUE DATE	AMOUNT	COMMENT
95177	1780	EDWARD CARDONA	1036	24236	INV	11/30/2013	187.59	SET TIME OF DAY FOR CO
95178	30100	CUMMINGS POWER SOUTH	080-71891	24235	INV	12/06/2013	490.59	NEW AIR CLEANERS NEW B
95179	2523	PNC EQUIPMENT FINANCE, LLC	152655000	200	INV	12/08/2013	1,727.25	LEASE # 152655000
95180	2776	VERIZON WIRELESS	9714517858	200	INV	12/02/2013	372.47	ACCT # 323656822-00001
95181	3100	JOSEPH CALABRESE	20131204	24251	INV	12/06/2013	950.00	TRAILER
95182	1582	STEVE UNDERWOOD	20131204	200	INV	12/06/2013	7.85	REIMBURSEMENT FOR FLOR
95183	2128	ODYSSEY MANUFACTURING CO.	191484	200	INV	12/08/2013	636.00	HYPOCHLORITE SOLUTIONS
95184	2128	ODYSSEY MANUFACTURING CO.	191489	200	INV	12/08/2013	525.00	HYPOCHLORITE SOLUTIONS
95185	2523	PNC EQUIPMENT FINANCE, LLC	4645158	200	INV	12/08/2013	123.74	LEASE # 139552000
95186	60090	FLORIDA POWER & LIGHT	24483-39941/10	200	INV	12/06/2013	6,689.35	ACCT # 24483-39941; 22
95187	60090	FLORIDA POWER & LIGHT	49272-42331/11	200	INV	12/04/2013	29.86	ACCT # 49272-42331; 2
95188	60090	FLORIDA POWER & LIGHT	02111-76409/11	200	INV	12/04/2013	17.23	ACCT # 02111-76409; 67
95189	60090	FLORIDA POWER & LIGHT	58358-20589/10	200	INV	12/04/2013	93.42	ACCT # 58358-20589; 26
95190	60090	FLORIDA POWER & LIGHT	24443-30944/10	200	INV	12/04/2013	266.09	ACCT #24443-30944; 200
95191	60090	FLORIDA POWER & LIGHT	25213-93482/10	200	INV	12/04/2013	7.69	ACCT #25213-93492; 1 W
95192	60090	FLORIDA POWER & LIGHT	25256-87261/10	200	INV	12/04/2013	728.80	ACCT # 25256-87261; 30
95193	60090	FLORIDA POWER & LIGHT	27865-81336/11	200	INV	12/04/2013	21.84	ACCT # 27865-81336; 82
95194	60090	FLORIDA POWER & LIGHT	35352-38921/10	200	INV	12/04/2013	30.69	ACCT # 35352-38921; 20
95195	60090	FLORIDA POWER & LIGHT	45094-72330/11	200	INV	12/04/2013	29.93	ACCT # 45094-72330; 4
95196	60090	FLORIDA POWER & LIGHT	82700-62345/10	200	INV	12/04/2013	242.93	ACCT # 82700-62345; 10
95197	60090	FLORIDA POWER & LIGHT	11635-82172/10	200	INV	12/05/2013	21.91	ACCT # 11635-82172; 34
95198	60090	FLORIDA POWER & LIGHT	15106-36952/10	200	INV	12/05/2013	90.47	ACCT # 15106-36952; 11
95199	60090	FLORIDA POWER & LIGHT	16067-36906/11	200	INV	12/05/2013	938.70	ACCT # 16067-36906; 23
95200	60090	FLORIDA POWER & LIGHT	24800-91236/10	200	INV	12/05/2013	8.37	ACCT # 24800-91236; 32
95201	60090	FLORIDA POWER & LIGHT	26417-31993/10	200	INV	12/05/2013	286.90	ACCT # 26417-31993; 12

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

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WARRANT: 20131201 12/04/2013

DUE DATE: 12/04/2013

VOUCHER	VENDOR	VENDOR NAME	INVOICE	PO	TYPE	DUE DATE	AMOUNT	COMMENT
95202	60090	FLORIDA POWER & LIGHT	37213-04404/10	200	INV	12/05/2013	44.53	ACCT # 37213-04404; 1
95203	60090	FLORIDA POWER & LIGHT	38815-93564/10	200	INV	12/05/2013	233.89	ACCT # 38815-93564; 1
95204	60090	FLORIDA POWER & LIGHT	54755-19517/10	200	INV	12/05/2013	8.37	ACCT # 54755-19517; 41
95205	60090	FLORIDA POWER & LIGHT	45975-18598/10	200	INV	12/02/2013	55.26	ACCT # 45975-18598; 17
95206	60090	FLORIDA POWER & LIGHT	25662-31979/10	200	INV	12/02/2013	9.16	ACCT # 25662-31979; 86
95207	60090	FLORIDA POWER & LIGHT	45462-36987/10	200	INV	12/02/2013	9.85	ACCT # 45462-36987; 70
95208	60090	FLORIDA POWER & LIGHT	52645-58262/11	200	INV	12/02/2013	23.87	ACCT # 52645-58262; 8
95209	60090	FLORIDA POWER & LIGHT	55132-30994/10	200	INV	12/02/2013	36.37	ACCT # 55132-30994
95210	60090	FLORIDA POWER & LIGHT	55492-33921/10	200	INV	12/02/2013	22.39	ACCT # 55492-33921; 48
95211	60090	FLORIDA POWER & LIGHT	55772-39956/10	200	INV	12/02/2013	13.20	ACCT # 55772-39956; 55
95212	60090	FLORIDA POWER & LIGHT	72435-72539/10	200	INV	12/02/2013	12.98	ACCT # 72435-72539; 75
95213	60090	FLORIDA POWER & LIGHT	81378-39059/10	200	INV	12/02/2013	32.26	ACCT # 81378-39059; 59
95214	60090	FLORIDA POWER & LIGHT	96681-21073/10	200	INV	12/02/2013	19.13	ACCT # 96681-21073; 1
WARRANT TOTAL							86,239.40	

\*\* END OF REPORT - Generated by Erika Larson \*\*