CITY COMMISSION
REGULAR MEETING
OFFICIAL AGENDA
November 15, 2016
6:00 p.m.

Municipal Administration Building
Commission Chambers
201 W. Central Avenue
Lake Wales, FL 33853

1. INVOCATION

2. PLEDGE OF ALLEGIANCE

3. CALL TO ORDER

4. ROLL CALL

5. MAYOR

5.I. Certificate Of Appreciation: Candlelight Christian Academy Leadership Team
A Certificate of Appreciation will be presented to Candlelight Christian Academy Leadership Team for their hard work and support during the 2016 Flight for the Cure Breast Cancer Awareness Fun Run at Lake Wales Municipal Airport October 15th, 2016.

6. PRESENTATION/REPORT

7. COMMUNICATIONS AND PETITIONS
Public participation is encouraged. If you are addressing the Commission, step to the podium and state your name and whether your address resides inside or outside City limits. Please limit your discussions to five (5) minutes.

8. CONSENT AGENDA
Any member of the public can ask the City Commission to pull a consent item for separate discussion and vote that they would like to make comment on.

8.I. Approval Of Minutes: November 1 , 2016, Regular Meeting

Documents:

2016-11-01REG.PDF

8.II. Special Event Application: Heritage Fest February 11, 2017
This is a Special Event Permit Application from the Green and Gold Foundation, the Black Entrepreneurs and Leaders Coalition, and Polk State College for a Heritage Fest event to be held on Saturday February 11th 2017 from 10am-6pm in downtown Lake Wales.

Documents:

MEMO-HERITAGE FEST 2017.PDF
HERITAGEFEST17APP.PDF

8.III. Special Event Permit: Bonner Mobile Bar Service At Food Truck Invasion

This is a Special Event Permit Application from Bonner Mobile Bar

Service to set up and sell alcohol in conjunction with the Food Truck Invasion that takes place the 1st Mondays of each month from 5:00 p.m. - 9:00 p.m. in Lake Wailes Park.

Documents:

MEMO-BONNER MOBILE BAR SERVICE.PDF
BANNERBARSERVICE.PDF

8.IV. Extension Of Time - Approval Of PDP For Serenity At Lake Wales Apartment Community

This project is not ready move towards construction. Equinox of Florida, LLC, developer, is seeking an extension to the PDP approval as required by code.

Documents:

MEMORANDUM - EXTENSION OF TIME SERENITY 2016.PDF
EXTENSION REQUEST LETTER 2016.PDF
PDP PLANS OCT 1 2014 JSK.PDF
SERENITY APTS APPROVAL LTR 10-22-2014.PDF

9. OLD BUSINESS

9.I. Ordinance 2016 - 20, FY15'16 Budget Amendment #4, 2nd Reading & Public Hearing

The City Commission will consider approval of the fourth amendment of FY 15'16 Budget that was adopted on September 15, 2016, modified on February 16, 2016 Ordinance 2016-03, modified on April 16,2016 Ordinance 2016-05, modified on August 2, 2016 Ordinance 2016-09.

Documents:

001.5 - MEMO - BUDGET AMENDMENT FY 15-16 - NO 4 - SECOND READING.PDF
002 - BUDGET AMENDMENT - ORDINANCE 2016-20.PDF
EXHIBIT A.PDF
EXHIBIT B.PDF

10. NEW BUSINESS

10.I. Ordinance 2016-14, Firefighters' Pension Plan Amendment – 1st Reading
The City Commission will consider approval of the creation of a Defined Contribution Component ("Share Plan") to the Firefighters' Pension Plan to comply with Ch. 175.351(6) that was passed by the Florida Legislature.

Documents:

MEMO-LWFF ORDINANCE-SHARE PLAN.PDF
ORD2016-14, LWFF ORDINANCE-SHARE PLAN.PDF
FOSTER AND FOSTER - NO IMPACT LETTER.PDF

10.II. Ordinance 2016-15, Police Officers' Pension Plan Amendment – 1st Reading

The City Commission will consider approval of the creation of a Defined Contribution Component ("Share Plan") to the Police Officers' Pension Plan to comply with Ch. 185 that was passed by the Florida Legislature.

Documents:

MEMO-LWPO ORDINANCE-SHARE PLAN-AGENDA.PDF
ORD2016-15, LWPO ORDINANCE-SHARE PLAN.PDF
FOSTER AND FOSTER-NO IMPACT LETTER-11-1-16.PDF

10.III. Ordinance 2016-21 - Chapter 23, Amendments To Zoning, Land Use And Development Regulations - 1st Reading

A few areas of the zoning regulations (Chapter 23, Lake Wales Code of Ordinances) have been identified as needing amendments to address issues that have arisen and provide better clarification and intent of the code.

Documents:

CC MEMO ORD 2016-21 ZONING AMENDMENT.PDF
ORDINANCE 2016-21.PDF

10.IV. Resolution 2016-23, Joint Participation Agreement-G0G58

The adoption of Resolution 2016-23 authorizes the execution of an agreement with the Florida Department of Transportation to rehabilitate Taxiway Alpha and to relocate and extend Taxiway Bravo at the Lake Wales Municipal Airport.

Documents:

MEMO-RES2016-23, FDOT JPA RESOLUTION.PDF
RES2016-23, FDOT JPA RESOLUTION.PDF
FDOT JPA AGREEMENT.PDF
FISCAL IMPACT STATEMENT, RES2016-23.PDF

10.V. Resolution 2016-24 To Change The Name Of Longleaf Business Park

The subject Resolution will rename the Longleaf Business Park for purposes of marketing and future development of the property. The change will not affect the aspects of the real estate title.

Documents:

MEMO - RESOLUTION FOR LONGLEAF NAME CHANGE.PDF
RESOLUTION 2016-24.PDF

10.VI. Resolution 2016-25, Master Lease Agreement With BB&T Government Finance

Approval of Resolution 2016-25 will authorize the execution of a master equipment lease agreement with BB&T Government Finance through the Florida League of Cities.

Documents:

MEMO_RESOLUTION2016-25.PDF
RESOLUTION2016-25.PDF
AGREEMENT DOCS.PDF
QUOTES-MIDFLORIDA.PDF

11. CITY MANAGER

11.I. Tracking Report

Documents:

TRACKING.PDF

11.II. Social Media Tracking Report

Documents:

SOCIAL MEDIA TRACKING.PDF

11.III. Meeting Schedule - City Commission

Documents:

COMMISSION MEETING SCHEDULE, 11-15-16.PDF

11.IV. Other Meetings & Events Calendar

Documents:

OTHER MEETING AND EVENT CALENDAR.PDF

11.V. Boards, Commissions, Committees & Authorities - Info & Vacancies

Documents:

BOARDS INFO AND VACANCIES-11-15-16.PDF
BOARD APPLICATION.PDF
BOARDS-MEETING SCHEDULE.PDF

12. CITY COMMISSION COMMENTS

13. MAYOR COMMENTS

(The staff memos are incorporated into the official record)
Minutes of the City Commission meeting can be obtained from the City Clerk's Office. The minutes are recorded, but are not transcribed verbatim. Persons requiring a verbatim transcript may make arrangements with the City Clerk to duplicate the recording, or arrange to have a court reporter present at the meeting. The cost of duplication and/or court reporter will be the expense of the requesting party.

In accordance with Section 286.26, Florida Statutes, persons with disabilities needing special accommodations to participate in this meeting should contact the City Clerk's office no later than 5:00 p.m. on the day prior to the meeting.

Appeals concerning decisions on issues requiring a public hearing:
Persons who wish to appeal any decision made by the City Commission with respect to any matter considered during a public hearing at this meeting will need a record of the proceedings, and for such purpose may need to ensure that verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is based.

The meeting of the Lake Wales City Commission was held on November 1, 2016 in the Commission Chambers at the Municipal Administration Building. Mayor Eugene Fultz called the meeting to order at approximately 6:00 p.m. following the Invocation and the Pledge of Allegiance.

INVOCATION

Dr. James Moyer gave the invocation.

PLEDGE OF ALLEGIANCE

COMMISSIONERS PRESENT: Pete Perez; Terrye Y. Howell; Robin Gibson; Jonathan Thornhill, Deputy Mayor; Eugene Fultz, Mayor

COMMISSIONERS ABSENT:

CITY REPRESENTATIVES PRESENT: Kenneth Fields, City Manager; Clara VanBlargan, City Clerk; Albert C. Galloway, Jr., City Attorney

5. MAYOR

Agenda Item 5.I. Proclamation: National American Indian Heritage Month; November 2016

Mayor Fultz read a proclamation proclaiming November 2016 as "National American Heritage Month."

Agenda Item 5.II. Proclamation: Circle of Friends Ministry Friendship Week; November 6-12, 2016

Mayor Fultz read a proclamation proclaiming November 6-12, 2016 as "Circle of Friends Ministry Friendship Week."

Agenda Item 5.III. Proclamation: Polk County Family Week; November 11-18, 2016

Mayor Fultz read a proclamation proclaiming November 11-18, 2016 as "Polk County Family Week."

6. PRESENTATION/REPORT

7. COMMUNICATIONS AND PETITIONS

There were no comments made by the public.

8. CONSENT AGENDA

Agenda Item 8.I. Approval of Minutes: October 18, 2016, Regular Meeting

Agenda Item 8.II. Award of Bid for Construction – SR 60 Western Utilities Expansion

[Begin Agenda Memo]

SYNOPSIS

Staff recommends the award of bid to Harris-McBurney Company in the amount of $5,401,130.90 for construction services and Kimley Horn & Associates in the amount of $229,218.00 for engineering construction services for the SR 60 Western Utilities Expansion project.

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STAFF RECOMMENDATION

It is recommended that the City Commission consider taking the following action:

1. Approve the award of bid to Harris-McBurney Company in the amount of $5,401,130.90 for the SR 60 Western Utilities Expansion Project.

2. Approve the engineering construction services contract to Kimley Horn & Associates in the amount of $229,218.00 for the SR 60 Western Utilities Expansion Project.

3. Authorize the City Manager to execute the appropriate documents, on the City's behalf in regards to this service.

BACKGROUND

In a court-approved stipulated settlement agreement dated May 18, 2007 (the "Settlement Agreement"), the City of Lake Wales, Florida (hereinafter "Lake Wales" or "City") and the City of Winter Haven, Florida ("Winter Haven") (collectively, the "Cities") agreed to an updated utilities territorial service area to depict the exclusive water, wastewater and reclaimed water service area for each city. Further, the Cities, in an effort to address possible inadequate water flow in their respective systems, provided for four interconnection facility locations.

The Settlement Agreement provided for the first interconnection facility to be constructed at the Lake Ashton subdivision. The Lake Ashton Interconnection has been made and a second interconnection facility is now planned for a location in unincorporated Polk County west of the City near the intersection of S.R. 60 and the CSX Railroad Line. The interconnection facility at this location, though not specifically located, has been designated as the S.R. 60 Interconnection Facility.

The Settlement Agreement requires the Cities to acquire the easements that are necessary for the extension of their respective water lines to an interconnect facility. It is expected that private properties in the vicinity of the extended lines can be served. In addition, the City Utility Department staff, with the concurrence of the City Manager, has determined that it would be prudent, cost effective and in the public interest to extend sanitary sewer lines within the easements so that those properties in the vicinity of the extended sewer lines can be served.

In furtherance of the obligations imposed by the Settlement Agreement and the desire to provide expanded water and sewer service, the City contracted with the engineering firm of Kimley-Horn Associates, Inc. to provide construction plans for the S.R. 60 Utility Extension Project. The construction plans were completed in September 2015.

The project was set out to bid on August 5, 2016 and a mandatory pre-bid conference was held on August 15, 2016. The closing date for all submittals was September 29, 2016. There were six responsive bidders that ranged from $5,401,130.90 to $10,456,405.96 to which Harris-McBurney Company was the lowest responsive bidder.

Staff is recommending the City Commission approve the following actions, the award of bid to Harris-McBurney Company in the amount of $5,401,130.90 for the construction of the SR 60 Western Utilities Expansion Project and approve the contract for construction services to Kimley Horn & Associates in the amount of $229,218.00 for engineering construction services for the SR 60 Western Utilities Expansion project.

OPTIONS

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Not go forward with the awarding of both contracts at this time which would delay the start of construction.

FISCAL IMPACT

Funding for this project is through the State Revolving Fund Loan program and a Legislative Appropriations Grant in the following amounts:

Clean Water Funding	$3,247,515.00
Drinking Water Funding	$2,132,834.00
Legislative Appropriations Grant	$250,000.00

[End Agenda Memo]

Agenda Item 8.III. Lease Agreement with Mears Motor Leasing

[Begin Agenda Memo]

SYNOPSIS

Staff is requesting Commission approval to lease-purchase six (6) Police vehicles and one (1) Fire vehicle from Mears Motor Leasing under the Master Lease Agreement.

RECOMMENDATION

It is recommended that the City Commission take the following action(s):

1. Approve the sixty (60) month lease of five (5) fully equipped 2017 Ford Police Interceptor vehicles and one (1) fully equipped 2017 Ford Police Interceptor K9 vehicle from Mears Motor Leasing based upon the Florida Sheriff Association Fleet competitive bid pricing.

2. Approve the sixty (60) month lease of one (1) fully equipped 2017 Ford Interceptor fire vehicle from Mears Leasing based upon the Florida Sheriff Association Fleet competitive bid pricing.

3. Authorize the City Manager to execute the necessary documents on behalf of the City.

BACKGROUND

Within the FY 2016/17 annual budget, the City Commission approved $250,352.00 for additional Police Department vehicles and $42,405.00 for an additional Fire Department vehicle. The FY 2016/17 annual budget indicated the vehicles would be leased versus purchased with commission approval.

Staff recommends the lease-purchase of these vehicles for the following reasons:

<u>Police Department</u>

- The five (5) fully equipped 2017 Ford Police Interceptor vehicles and one (1) fully equipped 2017 Ford Police Interceptor K9 vehicle include equipment up-fitting. These vehicles can be lease-purchased using the Florida Sheriff Association competitive bid pricing. The capital cost of these vehicles, if purchased outright, would be $254,378.00. Under the lease-purchase agreement, the monthly lease payment is $4,669.11 for sixty (60) months, with a total cost of $280,146.60. These vehicles will replace marked police vehicles being removed from service through reassignment, sale, or other means of disposal.

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- Under the Mears Motor Leasing agreement the annual cost of these vehicles is $56,029.32 with an overall cost of $280,146.60 at the end of 60 months. A full purchase would result in a current-year decrease in cash flow of $254,378.00 as compared to $56,029.32 per year.

- Mears Motor Leasing's proposal has an APR of 3.85% over the sixty (60) month term with a one (1) dollar residual buyout price for each vehicle.

- Six vehicles to be replaced will be sold via an online auction or traded for equivalent value in future vehicle equipment. Based upon the anticipated sale price of the vehicles that will be taken out of service this year, the expected revenue would be approximately $12,000.00.

Fire Department

- The one (1) fully equipped 2017 Ford Interceptor Utility fire vehicle will include equipment up-fitting. This vehicle can be lease-purchased using the Florida Sheriff Association competitive bid pricing. The capital cost of this vehicle, if purchased outright, would be $42,402.44. Under the lease-purchase agreement, the monthly lease payment is $778.30 for sixty (60) months, with a total cost of $46,698.00.

- Under the Mears Motor Leasing agreement, the annual cost of this vehicle is $9339.60 with an overall cost of $46,698.00 at the end of 60 months. A full purchase would result in a current-year decrease in cash flow of $42,402.44 as compared to $9339.60 per year.

- Mears Motor Leasing's proposal has an APR of 3.85% over the sixty (60) month term with a one (1) dollar residual buyout price for each vehicle.

OTHER OPTIONS

1. Purchase the seven (7) public safety vehicles outright at a cost of $296,780.44.

2. Retain the existing vehicles.

FISCAL IMPACT

The proposed FY16/17 lease obligation of $49,031.69 (9 months) provided by Mears Motor Leasing is based upon a lease-purchase option for public safety vehicles. An additional $12,000.00 or more income and savings should be realized during the first year based upon sale of vehicles taken out of service. Additionally, fleet maintenance costs will be reduced as a result of replacing the aged vehicles currently in use.

If the City Commission approves the vehicle lease agreement, the City is committed to a yearly lease payment of $65,368.92 for the sixty (60) month leases. If revenues are insufficient in future years, an option would be to return the vehicles under the non-appropriation of funds clause. If it becomes necessary to exercise this option, however, the Police and Fire Departments would suffer the loss of the vehicles.

[End Agenda Memo]

END CONSENT AGENDA

Commissioner Gibson asked that Agenda Item 8.II be pulled for separate discussion and vote.

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City Attorney Albert C. Galloway, Jr. said a correction needed to be made to the October 18, 2016 meeting minutes. It said that the Mayor called the meeting to order but he was not present at the meeting.

Deputy Mayor Thornhill made a motion to approve the Consent Agenda excluding Agenda Item 8.II and to include the correction to the minutes pointed out by the City Attorney. Commissioner Howell seconded the motion.

By Voice Vote:

Deputy Mayor Thornhill "YES"
Commissioner Howell "YES"
Commissioner Perez "YES"
Commissioner Gibson "YES"
Mayor Fultz "YES"

The motion carried 5-0.

Regarding Consent Agenda 8.II, Commissioner Gibson expressed concern that an item with high costs involved would be on the Consent Agenda. He said the contract on the Consent Agenda is for 5.4 million dollars. Although the money comes from elsewhere does not lesson the importance of it. He said he strongly believed in the lowest responsible bidder, doing it right, and doing it once, which saves a lot of starts, stops, mistakes, etc. and was concerned in the way this item was presented. The memo needed to include more information along with the process to back up the recommendation. There were six bidders but he did not see the other five. Sarah Kirkland, Utilities Director, explained that the other bidders are listed on one of the attachments to the item and it showed what they bid.

Commissioner Gibson asked what happens if the company getting the bid asked for additional money during the project to do the job. Ms. Kirkland said they have to do the job for what they bid. Mr. Fields said if the condition does not match what is listed in the bid document a change order could be made. Ms. Kirkland said if the explanation was not acceptable, as to why they needed additional money they would have to finish the job for what they bid. Mr. Fields said that is why we ask that the engineering firm continue working on the project so they can review what requests come in to let us know whether it is reasonable or not.

Commissioner Gibson said it should read in the memo that the Harris-McBurney Company was the lowest responsible bidder as opposed to responsive bidder and Ms. Kirkland said okay. Commissioner Gibson said the item is important enough that he would not want to pass it on to the Consent Agenda because it is five and half million bucks. Mr. Fields said one of the reasons we have the engineering firm to review the bids is because they provide a detailed bid sheet to make sure it really is responsive to what we put out there. On the upfront engineering work we often pay them to have another engineering firm come in and do sort of quality control review of the bid documents and specifications for the job. If they catch something, whatever the cost of the quality control review is would be a lot less than having to do a change order later on in the process. Commissioner Gibson said that sort of thing gave him confidence in what we are doing because the buck stops with the Commission. It made him nervous putting this on the Consent Agenda.

Commissioner Howell made a motion to approve Consent Agenda Item 8.II. Commissioner Gibson seconded the motion.

By Voice Vote:

Commissioner Howell "YES"
Commissioner Gibson "YES"
Commissioner Perez "YES"
Deputy Mayor Thornhill "YES"

DRAFT

Mayor Fultz "YES"

The motion carried 5-0.

9. OLD BUSINESS

10. NEW BUSINESS

Agenda Item 10.I. Ordinance 2016-20, FY15-16 Budget Amendment #4 – 1st Reading

[Begin Agenda Memo]

SYNOPSIS

The City Commission will consider approval of the fourth amendment of FY 15'16 Budget that was adopted on September 15, 2016, modified on February 16, 2016 Ordinance 2016-03, modified on April 16,2016 Ordinance 2016-05, modified on August 2, 2016 Ordinance 2016-09.

RECOMMENDATION

It is recommended that the City Commission approve Ordinance 2016-20 after first reading.

BACKGROUND

Ordinance 2015-09 estimating revenues and appropriating funds for Fiscal Year 2015-16 was adopted by the City Commission September 15, 2015, modified February 16, 2016 by ordinance 2016-03, April 16, 2016 by ordinance 2016-05, August 2, 2016 by ordinance 2016-09.

We are presenting Ordinance 2016-20 to modify the estimates of revenues and appropriations budgeted in various funds. This is primarily a housekeeping ordinance to conform the adopted budget to realized or expected changes within the current fiscal year. Explanation of change, for significant items, has been provided on both Exhibit A and B.

OTHER OPTIONS

This is a required budgetary amendment for compliance purposes relating to the City's Charter and Florida State Statute.

Per the Lake Wales City Charter, Section 6.07, upon written request by the City Manager, the City Commission may by ordinance transfer part or all of any unencumber appropriation balance from one department, office or agency to another. Per Florida State Statute, Section 166.241, the budget must regulate expenditures of the municipality. If a budget amendment is required, the amendment must be adopted in the same manner as the original budget.

FISCAL IMPACT

See Exhibit A and Exhibit B attached to Ordinance 2016-20

[End Agenda Memo]

City Clerk Clara VanBlargan read **Ordinance 2016-20** by title only:

AN ORDINANCE OF THE CITY OF LAKE WALES, POLK COUNTY, FLORIDA, AMENDING

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ORDINANCE 2015-09 AS AMENDED BY ORDINANCE 2016-03, ORDINANCE 2016-05, AND ORDINANCE 2016-09 TO MODIFY THE ESTIMATES OF EXPENDITURES FOR THE OPERATION OF THE SEVERAL DEPARTMENTS OF SAID CITY FOR THE 2015-2016 FISCAL YEAR AND TO MODIFY THE APPROPRIATION OF FUNDS RAISED AND COLLECTED FROM ALL SOURCES SET FORTH IN THE ESTIMATE OF REVENUES FOR SAID FISCAL YEAR; REPEALING ALL ORDINANCES IN CONFLICT WITH THIS ORDINANCE; AND PROVIDING FOR AN EFFECTIVE DATE.

Finance Director Dorothy Ecklund reviewed Agenda Item 10.I and said it is a housekeeping item to make sure we stayed in compliance with State Statutes.

Deputy Mayor Thornhill made a motion to approve Ordinance 2016-20 after first reading. Commissioner Howell seconded the motion.

By Roll Call Vote:

Deputy Mayor Thornhill	"YES"
Commissioner Howell	"YES"
Commissioner Perez	"YES"
Commissioner Gibson	"YES"
Mayor Fultz	"YES"

The motion carried 5-0.

Agenda Item 10.II. Appointment: Code Enforcement Board; CRA Citizen Advisory Committee

[Begin Agenda Memo]

SYNOPSIS

Appointments fill vacancies due to resignations, expiration of terms, newly established boards, etc.

RECOMMENDATION

The Mayor makes appointments to various citizen advisory and regulatory boards, commissions, committees, and authorities with the advice and consent of the City Commission (City Charter, Sec. 3.06).

The Mayor is asked to make the appointments as deemed appropriate.

BACKGROUND

Vacancies exist on various Boards, Commissions, and Committees due to resignations, expirations of terms, newly established boards, etc.

Code Enforcement Board (City Code Sec. 2-56) – The board consists of seven (7) members. Whenever possible, membership shall include an *architect*, a *businessperson*, an *engineer*, a *general contractor*, a *subcontractor*, and a *realtor*. Members must be residents. (3-year term)

- An interview process is necessary for new applicants only.
- Members are required to file an annual Form 1, Statement of Financial Interests
- Current Vacancies: 2 vacancies, resident

Applying for Appointment: Ralph E. Marino, resident, term expiring on 07/01/19

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The Code Enforcement Board Chairman and the Planning & Development Director interviewed Mr. Marino and recommended his appointment.

Current Members:	Melissa Konkol, resident	01/19/10 – 07/01/18, 3
	Wilena Vreeland, resident	10/04/11 - 07/01/18, P+2
	Murray Zacharia, resident	06/18/13 - 07/01/19, 2
	Vacant, resident	---------- - 07/01/19
	Jean Kincaid Scott, resident	06/17/08 - 07/01/17, 3
	Curtis Gibson, resident	05/03/16 - 07/01/18, 1
	Vacant, resident	---------- - 07/01/18

Current Meeting Schedule: 2nd Monday @ 5:00 PM; Commission Chamber

Powers (City Code Sec. 2-57) - The Code Enforcement Board imposes administrative fines and other noncriminal penalties to enforce city health and sanitation, local business tax receipt, fire, building, zoning and sign ordinances when it finds that a pending or repeated violation continues to exist.

In accordance with F.S. 162.08, The Code Enforcement Board has the power to:

1. Adopt rules for the conduct of its hearings.
2. Subpoena alleged violators and witnesses to its hearings. Subpoenas may be served by the sheriff of the county or police department of the municipality.
3. Subpoena evidence to its hearings.
4. Take testimony under oath.
5. Issue orders having the force of law to command whatever steps are necessary to bring a violation into compliance.

CRA Citizen Advisory Committee (City Code Sec. 2-73) – The committee consists of five (5) members.

Sec. 2-73 (c), Nomination and Appointment: Each commissioner shall nominate a person who resides, owns property or operates a business within the voting district represented by the commissioner provided that the property, residence or business of the nominee is within the boundaries of the CRA, The nomination shall be confirmed by majority vote of the city commission. (2 year term)

- There is no interview process requirement for applicants applying for appointment to this board.
- Members are not required to file an annual Form 1, Statement of Financial Interests
- Current Vacancies: 2 vacancies (Seat 4, District 27 & Seat 1, At-Large)

Applying for Appointment: Charlene Bennett, resident, term expiring on 07/01/18 (At-Large Seat)

There is no interview process requirement for applicants applying for appointment to this board.

A proposed revision to the CRA Citizen Advisory Committee ordinance was prepared and sent to the City Attorney for review. The revision will make it possible for a person to be appointed to Seat 4, District 19. This area is not within the CRA boundaries.

Current Members:	***Vacant*** (Seat 1 – At Large)	---------- - 07/01/18
	Mark Bennett, chair (Seat 2 – District 19)	04/21/15 – 07/01/18, 2
	Narvell Peterson, vice-chair (Seat 3–District 122)	12/07/10 – 07/01/17, P+3-Final
	Vacant (Seat 4 – District 27)	---------- - 07/01/17
	Christopher Lutton (Seat 5 – District 28)	05/03/16 - 07/01/18, 1

DRAFT

Meetings (City Code Sec. 2-73) - The CRA citizen advisory committee shall meet at the call of the chairman of the CRA board or upon the request of city staff but shall meet no less than once each year.

Current Meeting Schedule: 2nd Thursday or 3rd Thursday @ 5:00 PM; Commission Chamber

Duties (City Code Sec. 2-73) – The CRA Citizen Advisory Committee shall provide advice and recommendations as needed to implement the CRA plan adopted by the City Commission. The Committee assist the CRA board in implementing redevelopment activities within the redevelopment area and to provide advice and recommendations to the CRA board on redevelopment matters as necessary.

OPTIONS

None

FISCAL IMPACT

These are volunteer boards.

[End Agenda Memo]

The Mayor appointed Ralph E. Marino to serve as a member to the Code Enforcement Board for a term expiring on 07/01/19. Commission Howell made a motion consenting to the appointment made by the Mayor and Deputy Mayor Thornhill seconded the motion.

By Voice Vote:

Commissioner Howell	"YES"
Deputy Mayor Thornhill	"YES"
Commissioner Perez	"YES"
Commissioner Gibson	"YES"
Mayor Fultz	"YES"

The motion carried 5-0.

Commissioner Gibson asked the process for filling the other vacancy. Kathy Bangley, Planning & Zoning Director, said there are now two vacancies because a board member recently resigned. In accordance with State Statutes, all members appointed must be a resident of the City of Lake Wales.

Commissioner Gibson said he has no business directing any staff member to do anything. However, as he talked about before, he has a list of 220 respected and admired citizens in the Lake Wales community and over half of which live within the City limits. If a staff member knows a person on the list that they would love serving on their board they should go get that person. Commissioner Perez said he disagreed because if the people listed are interested in serving on a board then they should contact the City and fill out an application. It is not incumbent upon us to be going out searching for people. Commissioner Gibson said he had been distressed with the vacancies on our committees and boards. According to his list, there are great people out there. He does not have the right to instruct anybody to do anything but he can pass the list to the City Manager to suggest to a member of his staff if he chose to do that. Some of the boards have so many vacancies that they do not have the capacity to act and one of the important ones that he could think of does not have the ability to have one descending vote without disrupting the whole thing because there are only three people on it. That gives each one of those three members the veto power that is contrary to the design of the system so he would like very much to see us recruit confident people for these vacancies. He had

DRAFT

seen the publicity about vacancies on commissions and boards across the county. There are two cities in particular that have a waiting list and we are not one of them. Somebody is doing something right and we should do better. The Mayor asked if those cities had a list that they recruit from or do people come in and apply. Commissioner Gibson said all he knew was that they have a waiting list and they have a wonderfully functioning city government. The Mayor said he wished we had a waiting list as well and we would not turn down anyone of the upstanding citizens listed on Commissioner Gibson's list who come in to apply to serve in one of those slots because they would be embarrassed.

Commissioner Gibson said if something is not working, he is not looking for a scapegoat, he is looking for ways to fix it, and he is not interested in blaming the people for not coming forward. We will take charge of the situation, be responsible, figure out a solution, and execute the solution.

Mr. Fields said a number of the boards require that members be a city resident by Florida Statutes, some are regulatory in nature, and others are advisory committees. There is a statutory structure on how members are appointed. Staff would prefer that members serving on the boards be committed to what the board is required to do, be interested in serving, and take the time to learn about the items listed on the agenda so they can make informed decisions. Regulatory boards require that the board chairperson and the director in charge of the board interview the people to make sure they are qualified and interested in serving. To have staff go out and recruit people could be a problem because it might look like staff is handpicking board members and not being responsible to the City Commission. He would not want staff actively recruiting people. It is the responsibility of the elected officials besides attending these meetings to help recruit people from their district to serve on these boards and to bring people forward. The applications do not have to be for a certain committee. When people apply, they could be polled to see what all boards they are interested in serving on so when a vacancy occurs that person can be contacted. The Mayor suggested that each Commissioner look on the list to see if there is someone in their district that might want to serve and to recruit that person. Commissioner Gibson said he wanted the positions filled with confident people and this community is full of very capable confident people so he did not mind recruiting inside or outside his district. Commissioner Perez said some of the people from the City recruited him to serve on the Commission. The Mayor said he agreed that the individuals on the list should be asked to serve on a board. He suggested that each Commissioner recruit from their district and he at-large and said that he did not want to give the impression to the citizens of Lake Wales that we are handpicking people that Commissioner Gibson chose so his agenda could go forward. Commissioner Gibson said he is for whatever is good for the City and the basics of that is whatever it takes to raise property values and the tax base in this City.

The Mayor appointed Charlene Bennett to serve as a member to the CRA Citizen Advisory Committee in Seat 1, At-Large, for a term expiring on 07/01/18. Commission Howell made a motion consenting to the appointment made by the Mayor and Commissioner Gibson seconded the motion.

By Voice Vote:

Commissioner Howell	"YES"
Commissioner Gibson	"YES"
Commissioner Perez	"YES"
Deputy Mayor Thornhill	"YES"
Mayor Fultz	"YES"

The motion carried 5-0.

The Mayor said there is one vacancy left which has a technicality being worked out by the City Clerk, Kathy Bangley, and the City Manager.

11. CITY MANAGER

DRAFT

The City Attorney said, as the Commission was aware the Second District Court of Appeal affirmed the decision that found Mr. Bowlin's proposed Charter Amendments to be unconstitutional. Since the City won the lower court decision, we are entitled to an award of costs. He had laid the groundwork for a request for a fee award whether or not the judge would grant that is solely up to him because the only basis is whether there was no issue of law or fact. We are certainly entitled to an award of costs. He had laid the groundwork to file and that motion was filed back in May so we can proceed on that if the Commission desired for him to do so. The City Commission consented for the City Attorney to do that. Commissioner Gibson said the chances of obtaining that fee were very slim. The City Attorney said he understood that but it would be worthwhile to proceed because we do have a right to a costs award.

Agenda Item 11.I. City Commission Tracking Report

The City Manager provided the following updates:

- We are moving forward on our downtown CRA Plan and Main Street effort. We had a very productive meeting with the State Main Street Office. The CRA Citizen Advisory Committee will be meeting this week to go over RFPs for rewrite of the CRA Plan, which will not only include the downtown. He is hoping to do a workshop at the beginning of December to go over some of the issues, make sure the Commission is aware of what we are doing, and how to move forward. Hopefully, by the beginning of the year we will be in a position to put out a RFP to get a consultant involved and get citizen input as to where we are going, and start getting a revitalized Main Street organization going for the whole City.

- About 2-1/2 weeks ago, he attended a Florida County Managers Association meeting that he partly organized. It focused on the impact on City operations of marijuana and not just medical marijuana, which is on the ballot next week, but on the broader issues of where we are going in terms of medical marijuana and its impact in the future. A number of speakers from around the State primarily from Colorado attended. He learned from the experiences of cities in Colorado what is going on, what they had to deal with, and he walked out of there with about 20 times more questions than he walked in with. A lot of regulatory and life safety issues came up. The process of extracting a lot of oils from marijuana leaves to make edible marijuana involves in a lot of cases explosive chemicals. The City of Denver had to put together a seven-person team in their fire department to do nothing but inspections in the processing plants because of the many explosions that occurred. The police were involved, not so much from a crime prospective but for compliance with the law. Colorado incurred a significant toll on its municipalities. They are generating large tax revenue and a lot of that tax is flowing back to the local governments to cover the costs associated with this. It is going to be the local governments dealing with this. If you are dispensing something going into medical marijuana will that be exempt from sales tax, are you going to collect sales tax, and who is going to get that sales tax? If Amendment 2 passes next Tuesday, which is very likely, we will have a Legislative session to come up with the framework as to how to regulate it. Conversations will involve Florida League of Cities, municipal officials, law enforcement, fire departments, State government, industries, etc. There are many things in that Amendment not talked about that we have to deal with after the fact so he and the Mayor will stay involved with this as long as they can. If there is going to be any revenue generating from this, we better get some of it because we have to deal with these issues.

Agenda Item 11.II. Social Media Report

Agenda Item 11.III. City Commission Meeting Calendar

Agenda Item 11.IV. Other Meetings & Events Calendar

DRAFT

Agenda Item 11.V. Information: Boards, Commissions, and Committees

12. CITY COMMISSION COMMENTS

Deputy Mayor Thornhill commented on the Pioneer Days Event and said it was great for he enjoyed it. Mr. Fields recognized Jennifer Nanek for all her hard work in putting that event together.

13. MAYOR COMMENTS

Mayor Fultz reported on the Florida League of Cities' Advanced Institute for Elected Municipal Officials that he recently attended in the City of Cocoa. The instructors were the best you could find regarding municipal issues, they let you know what issues elected officials and municipalities would face, and how to deal with them. He encouraged the Commissioners to attend one of them if they got a chance.

Mr. Fields said he would be out of the City on Friday attending a Florida County Managers Association training dealing with the National media relating to police shootings and other things of that nature.

The meeting was adjourned at 6:57 p.m.

_____
Mayor/Deputy Mayor

ATTEST:

_____
City Clerk Clara VanBlargan, MMC

DRAFT

MEMORANDUM

DATE: November 3, 2016

TO: Honorable Mayor and City Commission

VIA: Kenneth Fields, City Manager

FROM: Jennifer Nanek, Assistant to the City Manager

RE: Heritage Fest Application

SYNOPSIS

This is a Special Event Permit Application from the Green and Gold Foundation, the Black Entrepreneurs and Leaders Coalition, and Polk State College for a Heritage Fest event to be held on Saturday February 11th 2017 from 10am-6pm in downtown Lake Wales.

RECOMMENDATION

It is recommended that the City Commission take the following action:

- Approve the Special Event Permit application for the Heritage Fest event to take place on Saturday, February 11, 2017 from 10am-6pm.
- Approve the request for the temporary closing of Central Avenue between 1st and 2nd Streets and the alley between Central Avenue and Stuart Avenue between 1st Street and Stuart Avenue.
- Authorize set-up of stage, tent and tables at 8am on Saturday February 11, 2017

BACKGROUND

Heritage Fest is being sponsored by the Green and Gold Foundation, the Black Entrepreneurs and Leaders Coalition, and Polk State College as a Black History Month Celebration. The event will include entertainment, vendors, and other activities. This is the 2nd year for this event.

Set up will begin at 8am and the event will start at 10am and continue to 6pm.

Sponsors will be responsible for the cost of sanitary facilities and for site set-up and clean-up.

Sponsors will also be required to provide a copy of their liability insurance, get tent permits for tents larger than 10x20, and they will need to distribute flyers 1 week before the event to downtown business owners advising of the closure on Central Avenue on Friday.

OTHER OPTIONS

Do not approve the Special Event Permit.

FISCAL IMPACT

This event has been budgeted for $202. The sponsor will be asked to cover 25% or about $51 of the costs.

ATTACHMENTS

Special Event Permit Application and Notarized Agreement of Financial Responsibility
Description of event
Map

SPECIAL EVENT APPLICATION

City of Lake Wales
201 W. Central Ave.
Lake Wales, FL 33853
863-678-4182x270

Applicant Information:

Organization Name: BELC / Green & Gold Foundation / Polk State College

Is this organization classified a 501c3 status by the IRS? yes [X] no [ ]
(if so, please provide a copy of the determination letter)

Address: Carlos Williams
P.O. BOX 1287
Lake Wales, FL. 33859

Phone: 863 968 3344

Event Contact Information:

Name: (First & Last): Carlos Williams

Mailing Address: P.O. BOX 1287

City, ST, ZIP: Lake Wales, FL. 33859

Phone#: 863 968 3344 Email: diehardcane1@msn.com

Event Information:

Name of Event: HERITAGE FEST 2017

Please note: All events requesting a street closure must have approval from the City Commission.

[X] Festival - an organized public gathering in a park or downtown e.g. Art Show

[ ] Organized Competitive Event - a planned race, walk, tournament or other contest

[ ] Parade/Walk - a public or private march, run, walk or parade of any kind.

[ ] Circus or Carnival

[ ] Other

Event Description: Cultural festival

Event Start Date: 2/11/16 Time: 10:00 AM Event End Date: 2/11/16 Time: 6:00 Pm

Set up Date: 2/11/16 Time: 8:00 Take Down Date: 2/11/16 Time: 8:00

☐ Gated/Ticketed ☒ Open to the Public ☐ Private Other: _____

Location of Event:

☐ Lake Wailes Park ☐ Downtown Market Place ☐ Kiwanis Park

☐ Stuart Park ☐ Crystal Lake Park ☒ Other Central ave between 1st st. & 2nd St. Market St.

Site Plan Requirements:

Please attach a clear and legible site plan/map with the following indicated:

1. Depiction of the area (streets, park, etc) where the event will be held.
2. The overall event area such as parking and requested street closures.
3. The location and dimensions of all physical equipment being placed; such as stages, vendors, booths, tents, barricades, restrooms, dumpsters, etc.
4. Disabled parking and handicapped access clearly defined.
5. Location of temporary alcohol sales where both sales & consumption will occur. (Sale or consumption of alcohol requires additional permitting from the state and hiring of at least 2 off-duty police officers)

Event Components:

☐ Alcohol - (Special Permit Required)*
☒ Portolets
☒ Sales/Distribution/Display
☒ Food Distribution/Sales
☐ Use of electric outlets
☐ Use of water spigots
☐ Live animals
☐ Temporary Structures
☒ DJ

☒ Amplified Sound
☐ Stage
☐ Inflatables (bounce houses)
☒ Concerts/Live Music
☐ Installation of additional outlets
☒ Tents (permit required for tents larger than 30x30)
☐ Boat Racing
☒ On-Site Cooking
☐ Amusement rides

☐ Other _____

_____

_____

*Events involving the sale and consumption of alcohol must have a designated area where the sale and consumption of alcohol will take place. Sponsor must get an additional permit from the State Division of Alcoholic Beverages and Tobacco and requires the presence of a police detail.

Other Information:

Will City Streets be closed? [X] yes [ ] no Requires Commission Approval

Please list all affected streets: Central Ave.

Will any alleys, parking lots or other public places be closed? [X] yes [ ] no

Please describe: alley North of Central between Executive Cleaners and Law Firm

Will State Roads be closed? (SR 17) [ ] yes [X] no Requires FDOT Permit

Please describe State Roads to be closed: _____

Will you need additional trash receptacles from the City? [X] yes [ ] no

Will you need clean-up assistance from the City throughout the event? [X] yes [ ] no

Note: For unbudgeted events the organization must reimburse the City 100% of costs for use of Public Services and Police Department.

Any other requested assistance from the City? _____

Any additional information: _____

Insurance Requirements:

Liability Insurance is required for all special events involving City property and must name the City of Lake Wales as an additional insured. For events requesting the sale or consumption of alcohol, liability insurance in the amount of $1,000,000.00 is required. All proof of insurance must be submitted to the City of Lake Wales a week before the event. Failure to provide acceptable insurance will result in the cancellation of the event.

Agreement to Assume Financial Responsibility for Injury or Damage

The Sponsor (hereinafter referred to as "the permittee"), shall indemnify, defend, and hold harmless the City of Lake Wales (hereinafter referred to as "the City"), and all of its elected or appointed officials, officers, agents, and employees from any claim, loss, damage, cost, change, or expense arising out of any acts, actions, neglect, or omission by the Permittee, its agent, employees, or subcontractors during the performance of the permitted event, whether direct or indirect, and whether to any person or property to which the City or said parties may be subject, except that neither the Permittee nor any of its agents, employees, or subcontractors will be liable under the agreement for damages arising out of the injury or damage to persons directly caused or resulting SOLELY from the negligence of the City or any of its elected or appointed officials, officers, agents, or employees.

Permittee's obligation to indemnify, defend and pay for the defense or at the City's option, to participate and associate with the City in the defense and trial of any damage claim or suit and any related settlement negotiations, shall be initiated by the City's notice of claim for indemnification to Permittee. Permittee's inability to evaluate liability or its evaluation of liability shall not excuse Permittee's duty to defend and indemnify within seven days after such notice by the City is provided by Certified Mail. Only an adjudication or judgment after highest appeal is exhausted specifically finding the City SOLELY negligent shall excuse performance of this provision by Permittee. Permittee shall pay all costs and fees related to this obligation and its enforcement by the City. City's failure to notify Permittee of a claim shall not release the Permittee of the above duty to defend.

It is understood and agreed that the rights and privileges herein set out are granted only to the extent of the City's right, title and interest in land to be entered upon and used by the Permittee, and the Permittee will, at all times, assume all risk of and indemnify, defend, and save harmless the City from and against any and all loss, damage, cost, and expense arising in any manner on account of the exercise or attempted exercise by said Permittee of the aforesaid rights and privileges.

During the event, the Permittee shall observe all safety regulations of the City, and the Permitee shall take measures to ensure the safety of the public.

By signing this application, it represents the information provided to be true and correct and signifies a binding agreement to comply with the rules and regulations of the City of Lake Wales. Should the City grant approval and a permit be issued, it is further agreed the Permittee will comply with any other requirements provided by Federal, State, and Local Law.

By execution hereof, the undersigned affirms that he or she is vested with full right and authority to bind the Permittee to the terms of this Agreement.

In case of non-compliance with the City's requirements in effect as of the approved date of the permit resulting from this Agreement, said permit is void.

_____ 9/26/16

Signature of Sponsor or Authorized Representative of Sponsor — Date

Carlos Williams

Printed Name

State of Florida
County of Polk

The forgoing instrument was acknowledged before me this 4th day of October, 20 16 by Carlos Williams.

_____

Signature of Notary Public-State of Florida

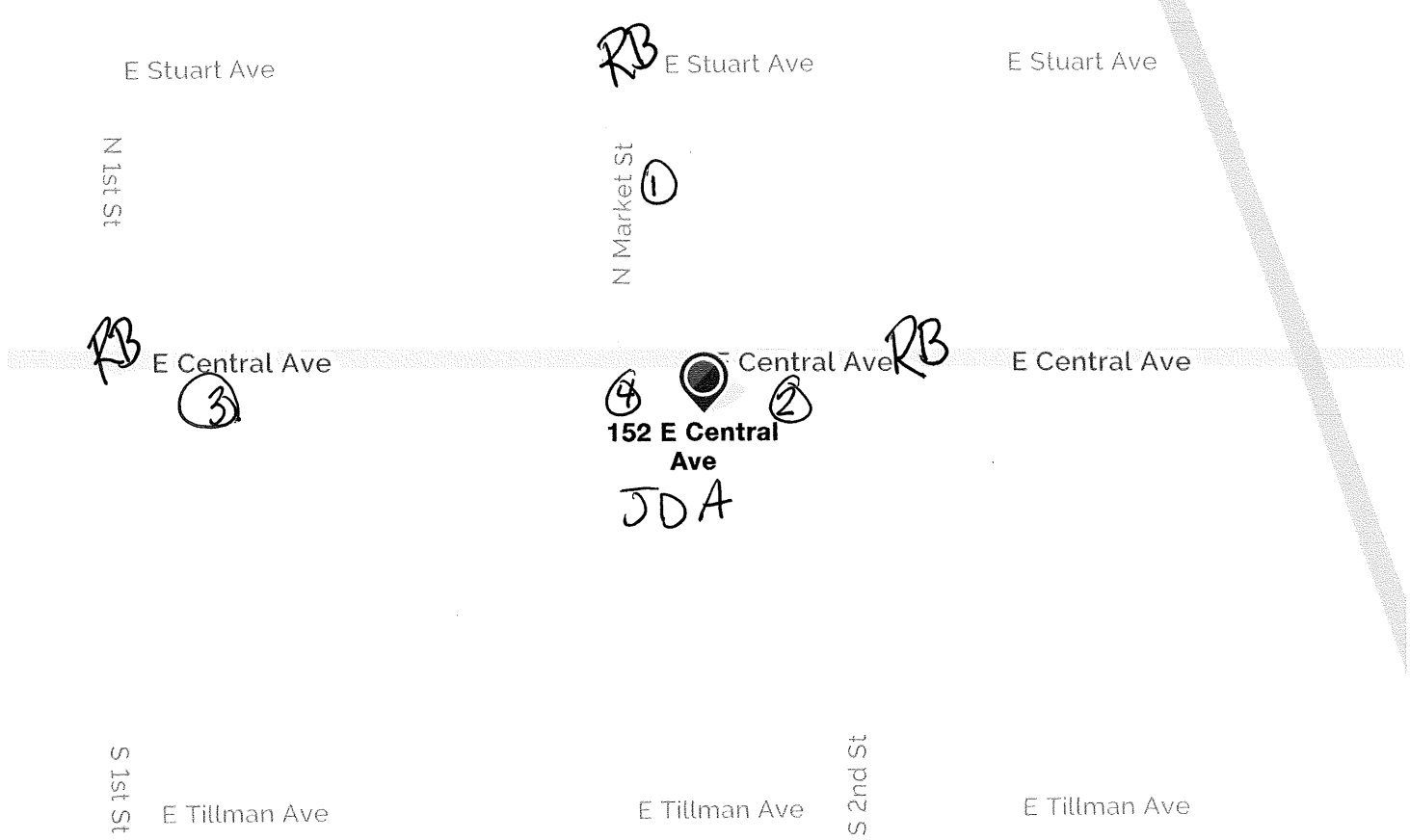
Jennifer Nagle

Name of Notary Typed, Printed, or Stamped

(NOTARY SEAL)

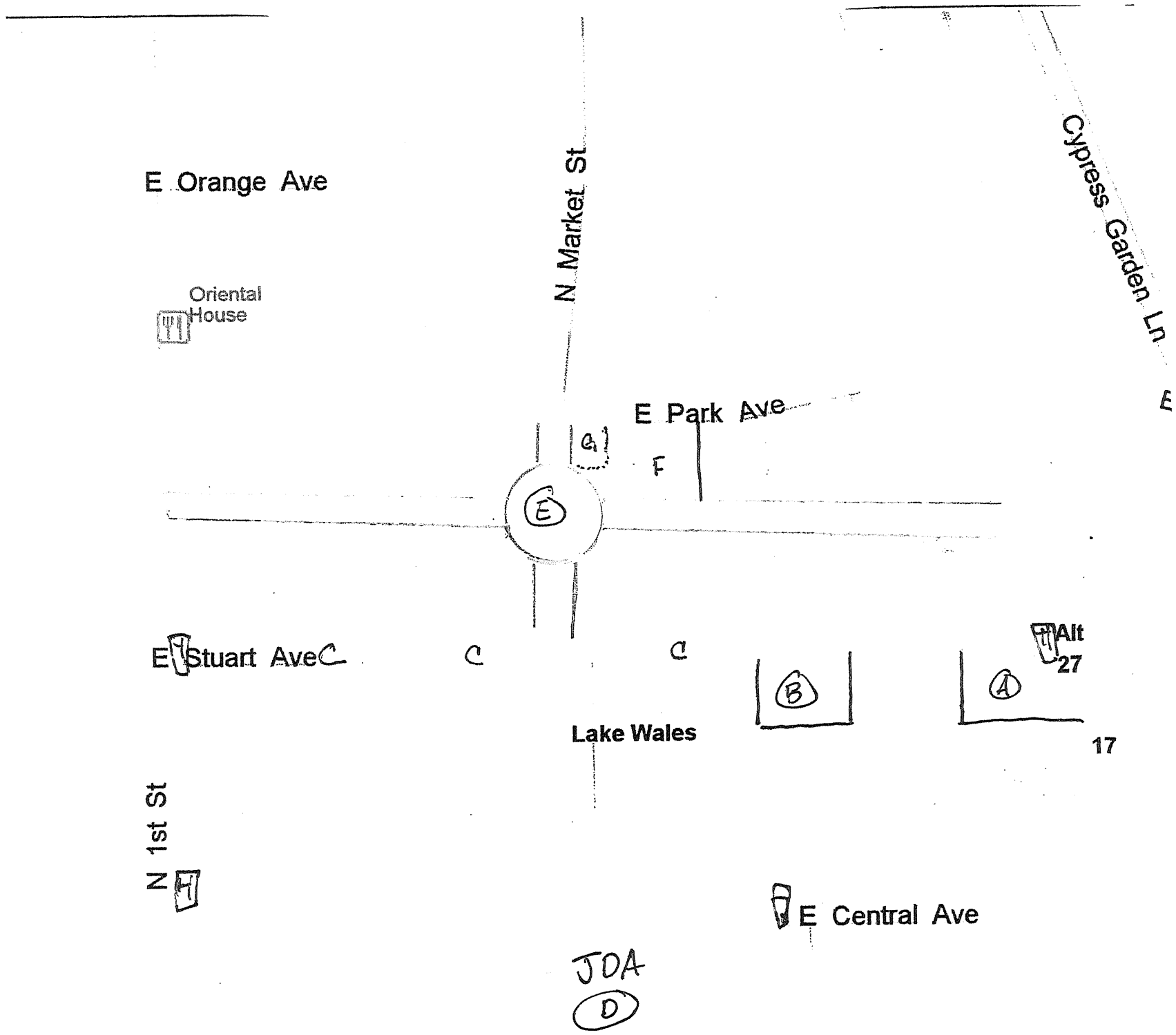
Personally Known_____ OR Produced Identification X

Type of Identification Produced: Drivers License



1. FOOD VENDORS
2. LIVE ENTERTAINMENT
3. KIDS ZONE
4. Craft Vendors

RB - ROAD BLOCK


E Orange Ave
N Market St
Cypress Garden Ln
Oriental House
E Park Ave
E Stuart Ave
Lake Wales
Alt 27
17
N 1st St
E Central Ave
JDA
A
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C
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G
H

MEMORANDUM

DATE: November 3, 2016

TO: Honorable Mayor and City Commission

VIA: Kenneth Fields, City Manager

FROM: Jennifer Nanek, Assistant to the City Manager

RE: Special Event Application: Bonner Mobile Bar Service - Food Truck Invasion

SYNOPSIS

This is a Special Event Permit Application from Bonner Mobile Bar Service to set up and sell alcohol in conjunction with the Food Truck Invasion that takes place the 1st Mondays of each month from 5:00 p.m. - 9:00 p.m. in Lake Wailes Park.

RECOMMENDATION

It is recommended that the City Commission approve the application from the Bonner Mobile Bar Service to sell alcohol during the Food Truck Invasion event in Lake Wailes Park every 1st Monday of the month beginning December 5, 2016 and continuing until April 2, 2018.

BACKGROUND

In September 2016 a Special Event Permit was issued to Food Truck Invasion to set up food trucks in Lake Wailes Park each 1st Monday of the month beginning on October 3, 2016 and continuing for 18 months until April 2, 2018.

Bonner Mobile Bar Service has submitted an application to sell alcohol in conjunction with the food trucks. Conditions of approval include the hiring of 2 off-duty police officers to be on hand during the event and establishing a boundary beyond which the alcoholic drinks may not be taken. Bonner Mobile Bar Service will also be required to check IDs.

OTHER OPTIONS

Do not approve the Special Event Permit.

FISCAL IMPACT

None. The cost of hiring 2 off-duty police officers is the sole responsibility of the sponsor.

ATTACHMENTS

Special Event Permit Application and Notarized Agreement of Financial Responsibility
Description of event
Maps

SPECIAL EVENT APPLICATION

City of Lake Wales
201 W. Central Ave.
Lake Wales, FL 33853
863-678-4182x270

Applicant Information:

Organization Name: Bonner Mobile Bar Service

Is this organization classified a 501c3 status by the IRS? yes ☐ no ☑
(if so, please provide a copy of the determination letter)

Address: 19900 Mona Rd. Phone: 561-603-4899
unit 105
Tequesta, Fl 33469

Event Contact Information:

Name: (First & Last): Jim Freitas

Mailing Address: 19900 Mona Rd. unit 105

City, ST, ZIP: Tequesta, Fl 33469

Phone#: 561-603-4899 Email: bonnerbar1@gmail.

Event Information:

Name of Event: Food Truck Invasion

Please note: All events requesting a street closure must have approval from the City Commission.

☐ Festival - an organized public gathering in a park or downtown e.g. Art Show

☐ Organized Competitive Event - a planned race, walk, tournament or other contest

☐ Parade/Walk - a public or private march, run, walk or parade of any kind.

☐ Circus or Carnival

☑ Other Food Truck Invasion

Event Description: Food Trucks

Event Start Date: 1st. mon. Nov. Time: 5pm Event End Date: _____ Time: 9pm

Set up Date: Same Time _____ Take Down Date: Same Time: _____

☐ Gated/Ticketed ☑ Open to the Public ☐ Private Other: _____

Location of Event:

☐ Lake Wailes Park ☐ Downtown Market Place ☐ Kiwanis Park

☐ Stuart Park ☐ Crystal Lake Park ☐ Other _____

Site Plan Requirements:

Please attach a clear and legible site plan/map with the following indicated:

1. Depiction of the area (streets, park, etc) where the event will be held.
2. The overall event area such as parking and requested street closures.
3. The location and dimensions of all physical equipment being placed; such as stages, vendors, booths, tents, barricades, restrooms, dumpsters, etc.
4. Disabled parking and handicapped access clearly defined.
5. Location of temporary alcohol sales where both sales & consumption will occur. (Sale or consumption of alcohol requires additional permitting from the state and hiring of at least 2 off-duty police officers)

Event Components:

☑ Alcohol - (Special Permit Required)*
☐ Portolets
☐ Sales/Distribution/Display
☐ Food Distribution/Sales
☐ Use of electric outlets
☐ Use of water spigots
☐ Live animals
☐ Temporary Structures
☐ DJ

☐ Amplified Sound
☐ Stage
☐ Inflatables (bounce houses)
☐ Concerts/Live Music
☐ Installation of additional outlets
☐ Tents (permit required for tents larger than 30x30)
☐ Boat Racing
☐ On-Site Cooking
☐ Amusement rides

☐ Other _____

_____

_____

*Events involving the sale and consumption of alcohol must have a designated area where the sale and consumption of alcohol will take place. Sponsor must get an additional permit from the State Division of Alcoholic Beverages and Tobacco and requires the presence of a police detail.

Other Information:

Will City Streets be closed? ☐ yes ☑ no Requires Commission Approval

Please list all affected streets: _____

_____

Will any alleys, parking lots or other public places be closed? ☐ yes ☑ no

Please describe: _____

_____

Will State Roads be closed? (SR 17) ☐ yes ☑ no Requires FDOT Permit

Please describe State Roads to be closed: _____

_____

Will you need additional trash receptacles from the City? ☐ yes ☑ no

Will you need clean-up assistance from the City throughout the event? ☐ yes ☑ no

Note: For unbudgeted events the organization must reimburse the City 100% of costs for use of Public Services and Police Department.

Any other requested assistance from the City? N/A

_____

_____

Any additional information: _____

_____

_____

Insurance Requirements:

Liability Insurance is required for all special events involving City property and must name the City of Lake Wales as an additional insured. For events requesting the sale or consumption of alcohol, liability insurance in the amount of $1,000,000.00 is required. All proof of insurance must be submitted to the City of Lake Wales a week before the event. Failure to provide acceptable insurance will result in the cancellation of the event.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/18/2016

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

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

PRODUCER
S. T. Good Insurance, Inc.
2501 SE Aviation Way
Suite H
Stuart FL 34996

CONTACT NAME: Tammy Waddington
PHONE (A/C, No, Ext): (772)287-3625 FAX (A/C, No): (772)287-3516
E-MAIL ADDRESS: twaddington@thegoodagency.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : United Specialty Insurance Company	
INSURER B : Mount Vernon Fire Insurance Company	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Bonner Mobile Bar Service LLC
19900 Mona Road
Suite 105
Tequesta FL 33469

COVERAGES CERTIFICATE NUMBER: CL1682927630 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY / PRO-JECT / LOC OTHER:	X		CL1715707A	8/18/2016	8/18/2017	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS / SCHEDULED AUTOS HIRED AUTOS / NON-OWNED AUTOS			N/A	N/A	N/A	COMBINED SINGLE LIMIT (Ea accident)	$ N/A
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR EXCESS LIAB / CLAIMS-MADE DED / RETENTION $			N/A	N/A	N/A	EACH OCCURRENCE	$ N/A
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		N/A	N/A	N/A	PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	$ N/A
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
B	Liquor Liability	X		CL2683599A	8/18/2016	8/18/2017	Each Common Cause	$1,000,000
							Aggregate Limit	$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate Holder is Additional Insured with Respects to General Liability and Liquor Liability.

CERTIFICATE HOLDER

City of Lake Wales
201 W. Central Ave.
Lake Wales, FL 33853

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Samuel Good, III/TJW

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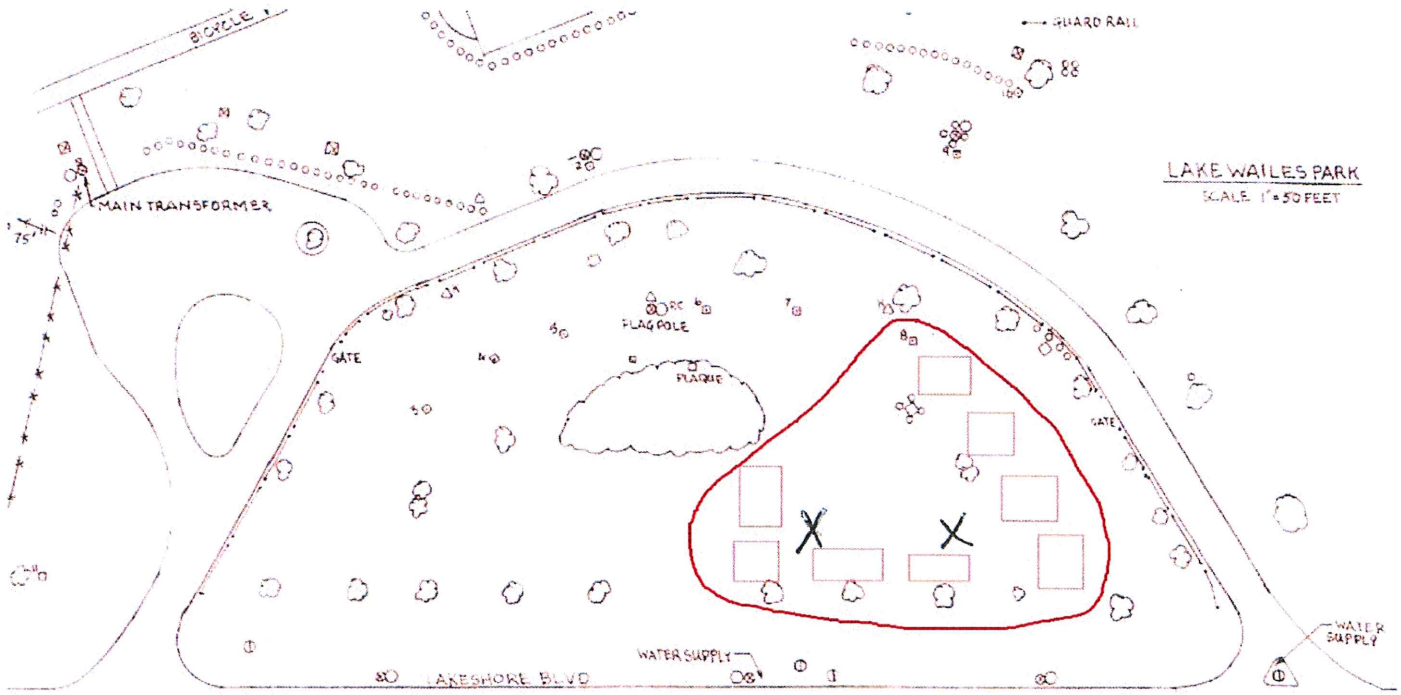


There will be one truck to serve alcoholic beverages. The truck will be in the vacinity of the X's. Guest will be able to walk around the park with their drinks. All alcohol will be consumed prior to them leaving the park. The boundary will be the food truck event area. No drinks will be permitted beyond the food trucks.

MEMORANDUM

November 2, 2016

TO: Honorable Mayor and City Commissioners

VIA: Kenneth Fields, City Manager

FROM: Kathy Bangley, Director of Planning and Development

RE: Extension of Time – Approval of PDP Plans for Serenity at Lake Wales Apartment Home Community

SYNOPSIS
This project is not ready move towards construction. Equinox of Florida, LLC, developer, is seeking an extension to the PDP approval as required by code.

RECOMMENDATION
Approval of a one-year extension of time on the planned development project (PDP) plan approval for Serenity at Lake Wales, as shown on the plan titled Serenity at Lake Wales Apartment Home Community PDP plans, dated 09/08/2014.

BACKGROUND
Equinox of Florida, LLC has requested a one-year extension on the referenced project, originally approved by City Commission October 21, 2014. The developer has indicated that financing is still being finalized.

There have been no significant changes in the ordinances pertaining to the type of development proposed or in the conditions of the neighborhood.

A reduced copy of the plan and the conditions of approval are attached for your information. Any change in the plan or conditions would require public hearings for an amendment of the preliminary PDP approval. No changes have been proposed or recommended.

OTHER OPTIONS
Decline to extend the approval. If Equinox of Florida, LLC wishes to proceed with the project, a new PDP plan approval would be required.

ATTACHMENTS
Letter of Request – One-year extension
Serenity at Lake Wales Apartment Home Community Site Plan. Date received September 9, 2014, JSK Consulting
Conditions of approval for Serenity at Lake Wales

EQUINOX
COMPANIES
116 Wolf Road
Albany, NY 12205-1146

J. Eric King, President

Equinox of Florida, LLC

October 4, 2016

Ms. Kathy Bangley, Director
City of Lake Wales
Department of Planning and Development
P.O. Box 1320
Lake Wales, Florida 33859

RE: Serenity at Lake Wales
Approval Extension Request

Dear Ms. Bangley:

Equinox of Florida, LLC respectfully requests an extension of one (1) year of the residential PDP plan for Serenity at Lake wales approval with conditions and waivers granted by the City Commission on October 21, 2014. We are still working diligently on finalizing the financing for the project.

Sincerely,

J. Eric King, Member

(518) 458-2118
(518) 458-2202 FAX

INDEX OF SHEETS	
SHEET	SHEET TITLE
C090	COVER
C100	PRELIMINARY SITE PLAN
C101	PRELIMINARY GRADING PLAN
C102	OFF SITE IMPROVEMENTS

PDP PLANS
FOR
SERENITY AT LAKE WALES APARTMENT HOME COMMUNITY

SITE DATA

PARCEL DATA
272916000000023020
272916000000021040

ACTIVE PEDESTRIAN TRAIL / SIDEWALK

PEDESTRIAN WOOD DECK

PROPOSED TREE

OVERALL PROJECT

TOTAL SITE - 46.61 ± AC
37.30 AC. MDR @ 6 UNITS / AC. = 224
9.31 AC. RAC @ 12 UNITS / AC. = 112
TOTAL ALLOWANCE DENSITY: 336 UNITS

STANDARD PARKING STALL (10x20)
STANDARD PARALLEL PARKING STALL (10x24)

COMPACT PARKING STALL (9x18)

STD. LANDSCAPED PARKING STALL (10X18)

CLUBHOUSE PARKING STALL (10X24)

LAND USE INFORMATION

ZONING - R-3
FUTURE LAND USE - RAC and MDR

UTILITY SERVICE INFORMATION

WATER SERVICE SHALL BE PROVIDED BY THE CITY OF LAKE WALES SANITARY SEWER WILL BE PROVIDED BY CITY OF LAKE WALES

F.E.M.A. INFORMATION

SITE IS COMPRISED OF ZONES X AND AE PER INSURANCE RATE MAP POLK COUNTY FLORIDA PANEL No. 12105C 0555 G NOV 19, 2003

SOILS INFORMATION

SITE IS COMPOSED OF:

42 - FELDA FINE SAND - B/D
7 - POMONA - B/D
40 - WAUCHULA FINE SAND - B/D
32 - KALIGA MUCK - B/D

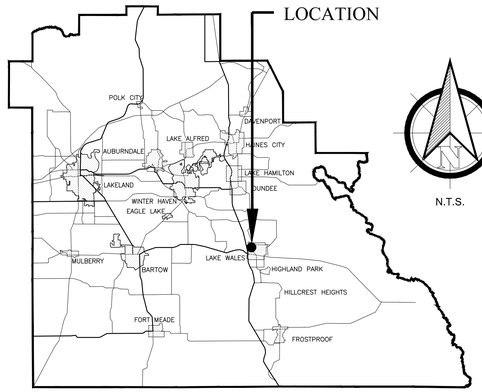
PER USDA SOIL CONSERVATION SERVICE
POLK COUNTY

PROJECT LOCATION

VICINITY MAP

SECTION 15, TWP 29 S
RANGE 27 E

LOCATION



POLK COUNTY, FLORIDA

N.T.S.

LEGAL DESCRIPTION:

Tract 1:

A PARCEL OF LAND LYING IN SECTION 16, TOWNSHIP 29 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGIN AT THE NORTHWEST CORNER OF THE SE 1/4 OF SAID SECTION 16; THENCE ON THE NORTH BOUNDARY OF THE SE 1/4 OF SAID SECTION 16, NORTH 89°59'32" EAST, A DISTANCE OF 565.62 FEET; THENCE DEPARTING SAID NORTH BOUNDARY, SOUTH 22°32'44" EAST, A DISTANCE OF 878.79 FEET; THENCE SOUTH 88°11'29" WEST, A DISTANCE OF 1079.69 FEET TO A POINT ON THE EASTERLY BOUNDARY OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 5202, PAGE 1910 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE ON SAID EASTERLY BOUNDARY, NORTH 25°36'09" WEST, A DISTANCE OF 525.42 FEET TO A POINT ON THE SOUTHERLY BOUNDARY OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 6159, PAGE 1777 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE THE FOLLOWING TWO (2) COURSES ON THE BOUNDARIES OF SAID CERTAIN PARCEL: (1) NORTH 64°24'03" EAST, A DISTANCE OF 132.08 FEET; (2) NORTH 25°35'29" WEST, A DISTANCE OF 348.93 FEET TO A POINT ON THE NORTH BOUNDARY OF THE SW 1/4 OF SAID SECTION 16; THENCE ON SAID NORTH BOUNDARY, NORTH 89°59'21" EAST, A DISTANCE OF 435.17 FEET TO THE POINT OF BEGINNING.

Tract 2:

A parcel of land lying in Section 16, Township 29 South, Range 27 East, Polk County, Florida, being more particularly described as follows: Commence at the Northwest corner of the Southeast 1 /4 of said Section 16; thence on the North boundary of the Southeast 1 /4 of said Section 16, North 89°58'40" East, a distance of 977.00 feet to the Point of Beginning; thence continue on said North boundary, North 89°58'40" East a distance of 1294.21 feet; thence departing said North boundary, South 00°53'06" West a distance of 656.86 feet; thence South 63°13'58" West a distance of 164.26 feet; thence South 16°23'29" West a distance of 45.73 feet; thence South 88°11'29" West a distance of 793.13 feet; thence North 22°32'44" West a distance of 865.29 feet to the Point of Beginning. Containing 20.00 acres, more or less.

OPEN SPACE CALCUATIONS

ITEM :	PROVIDED (Ac.)
OPEN SPACE/WETLANDS (EAST PARCEL)	19.0
NEIGHBORHOOD PARK EAST (EAST PARCEL)	1.0
NEIGHBORHOOD PARK WEST (WEST PARCEL)	0.51
STORMWATER MANAGEMENT	2.4
MINI-PARK	0.94
MISC GREEN SPACES	4.36
TOTAL OPEN SPACE	28.21 Ac.

IMPERVIOUS CALCUATIONS

ITEM :	PROVIDED (Ac.)
ROADWAY	7.0±
SIDEWALK	1.2
BUIDLINGS	3.6
TOTAL IMPERVIOUS AREA	11.8 Ac.

NOTES:

1. ALL INDEX REFERENCES IN THIS SET OF PLANS REFER TO F.D.O.T. "ROADWAY AND TRAFFIC DESIGN STANDARDS" 2013 EDITION, UNLESS OTHERWISE STATED.
2. GOVERNING SPECIFICATIONS STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, LATEST EDITION, AND SUPPLEMENTS THERETO IF NOTED FOR THIS PROJECT.
3. ATTENTION IS DIRECTED TO THE FACT THAT THESE PLANS MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.
4. UNDERGROUND UTILITIES: THE LOCATIONS OF UNDERGROUND UTILITIES AS SHOWN ON THE PLANS HAVE BEEN OBTAINED BY FIELD SURVEYS AND SEARCHES OF AVAILABLE RECORDS. IT IS BELIEVED THAT THIS DATA IS ESSENTIALLY CORRECT. HOWEVER, THESE PLANS DO NOT GUARANTEE THEIR ACCURACY OR COMPLETENESS. THE CONTRACTOR WILL BE REQUIRED TO VERIFY THE EXACT LOCATION OF EACH FACILITY WITH THE UTILITY COMPANY WHEN THE POTENTIAL EXISTS FOR INVOLVEMENT AND SHALL TAKE DUE CARE IN ALL PHASES OF THE CONSTRUCTION TO PROTECT ANY SUCH FACILITIES WHICH MAY BE AFFECTED BY THE WORK. ANY DAMAGE TO EXISTING UTILITIES SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.EFFECTIVE DECEMBER 1, 1993 THERE IS A STATEWIDE CALL 1 - (800)-432-4770 48 HOURS PRIOR TO COMMENCING WORK. CONTRACTOR SHALL NOTIFY ENGINEER IMMEDIATELY IF ANY CONFLICTS OCCUR SO THAT DESIGN MAY BE ADJUSTED.
5. CONSTRUCTION MATERIALS QUALITY AND WORKMANSHIP SHALL BE IN ACCORDANCE WITH THE CITY OF LAKE WALES, POLK COUNTY, AND FDOT SPECIFICATIONS AND STANDARDS, AND THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.
6. NO CLEARING OF THIS SITE SHALL TAKE PLACE UNTIL FINAL APPROVAL OF THE SITE PLAN.
7. CONTRACTOR MUST SUBMIT & RECEIVE A R-O-W USE PERMIT PRIOR TO ALL WORK WITHIN R-O-W IF REQUIRED.

SURVEYOR

Porter Geographical Positioning and Surveying, Inc.
Mark Porter
5338 U.S. Highway 98 North
Lakeland, FL 33809
Tel: (863) 853-1496

Owner

Equinox of Florida, LLC
116 Wolf Rd.
Albany, New York 12205

APPLICANT

Equinox of Florida, LLC
116 Wolf Rd.
Albany, New York 12205

UNIT DENSITY ALLOWANCE

ZONING ITEM :	STANDARDS	PROVIDED
MDR	Acres AT 6 UNITS / AC. =37.17 Acres (MDR)	223
RAC	Acres AT 12 UNITS / AC. =9.31 Acres (RAC)	112
TOTAL ALLOWED DENSITY		335
TOTAL PROPOSED DENSITY		335

PARKING

ITEM :	STANDARD	HANDICAP
STANDARD STALL	1.5 Per Unit x335 UNITS	1 Per 25 Spaces
OFFICE STALL	0.4 Per 100 sq.ft. of office space xUP TO 1,500sq.ft. rental office	
TOTAL PARKING REQUIRED	510	21
*TOTAL PARKING PROVIDED	573	31

PARKING SIZE SPECS.

ITEM :	STANDARD	PROVIDED
STANDARD STALL	10x20	370
STANDARD (LANDSCAPED) STALL	10x18	50
PARALLEL STALL	10x24	75
PARALLEL (CLUBHOUSE) STALL	10x24	6
COMPACT STALL	9x18	72

811 Know what's below. Call before you dig.

P:\1312.01 - Serenity at Lake Wales\DRAWINGS\ENGINEERING\Exhibits\1312.01 site plan.dwg
Wednesday, October 01, 2014 4:47:42 PM

DESIGNED BY:	BLM		
DRAFTED BY:	BLM	DATE	Oct 01, 2014
CHECKED BY:	MJ	JOB NO.	1312.01

NO.	DATE	DESCRIPTION
1	8-19-2014	PER CITY OF LAKE WALES
2	9-08-2014	PER CITY OF LAKE WALES
3	10-01-2014	PER CITY OF LAKE WALES
4		
5		
6		

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SERENITY AT LAKE WALES APARTMENT HOME COMMUNITY PDP PLAN

LAKE WALES, FL

COVER

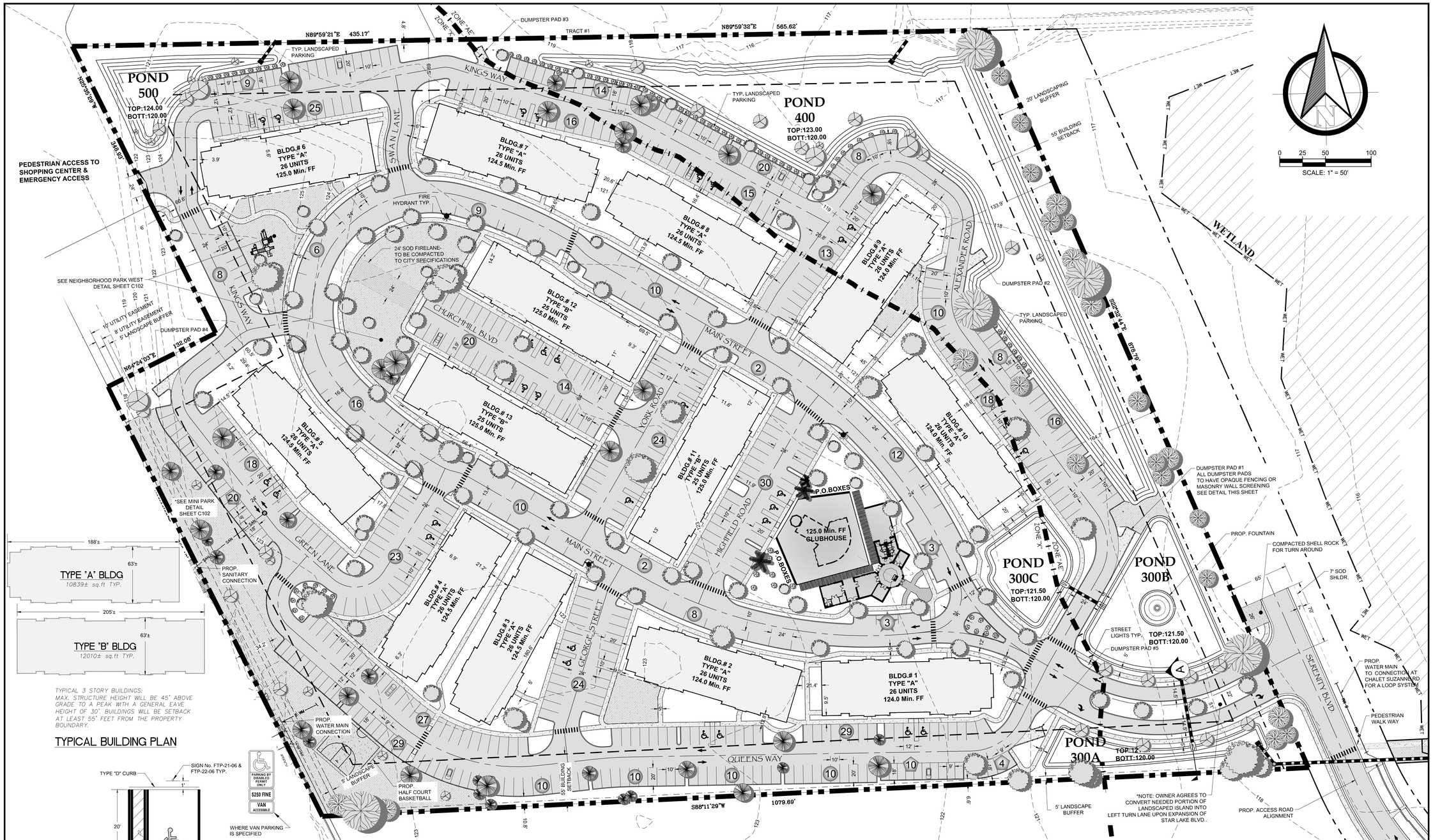
NOT VALID WITHOUT ORIGINAL SIGNATURE AND RAISED SEAL

NOT FOR CONSTRUCTION

MATTHEW K. JOHNSON, P.E.
FLA. P.E. No. 60129

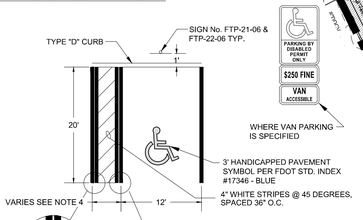
DATE

SHEET NUMBER
C090



TYPICAL 3 STORY BUILDINGS: MAX. STRUCTURE HEIGHT WILL BE 45' ABOVE GRADE TO A PEAK WITH A GENERAL EAVE HEIGHT OF 30'. BUILDINGS WILL BE SETBACK AT LEAST 55' FEET FROM THE PROPERTY BOUNDARY.

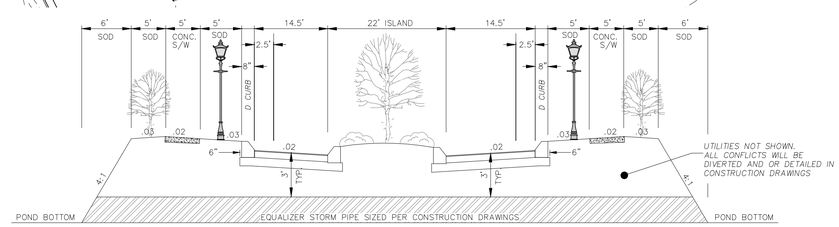
TYPICAL BUILDING PLAN



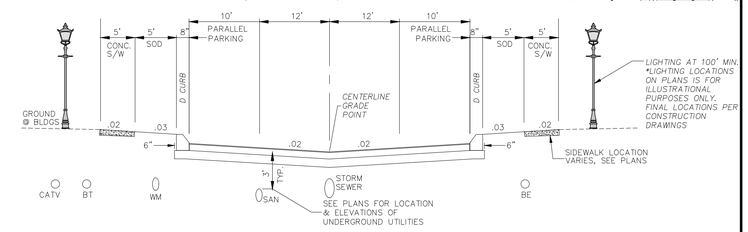
NOTES:

1. THE HANDICAP SYMBOL SHALL BE 3 FT. HIGH AND BLUE IN COLOR.
2. BLUE PAVEMENT MARKINGS SHALL BE TINTED TO MATCH SHADE 15180 OF FEDERAL STANDARD 595A.
3. STRIPING SHALL BE PER A.D.A. AND THE FLORIDA ACCESSIBILITY CODE FOR BUILDING CONSTRUCTION.
4. * HANDICAP ACCESS IS 8' MIN FOR STANDARD SPACES AND 8' MIN FOR VAN SPACES. SEE PLANS FOR DIMENSION.
5. SLOPE IS NOT TO EXCEED 2.0% IN ANY DIRECTION WITHIN HANDICAP STALL STRIPING

X / C900 PARKING STALL STRIPING DETAIL
N.T.S.



SECTION A



TYPICAL MAIN STREET SECTION (RING ROAD)

PRELIMINARY LAYOUT
Preliminary Layout is Subject to Final Topographic and Boundary Survey, Engineering and Approval by Governmental Agencies

DESIGNED BY:	BLM		
DRAFTED BY:	BLM	DATE	Oct 01, 2014
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LAKE WALES, FL

PRELIMINARY SITE PLAN

NOT VALID WITHOUT ORIGINAL SIGNATURE AND RAISED SEAL

NOT FOR CONSTRUCTION

MATTHEW K. JOHNSON, P.E.
FLA. P.E. No. 60129

DATE

SHEET NUMBER
C100

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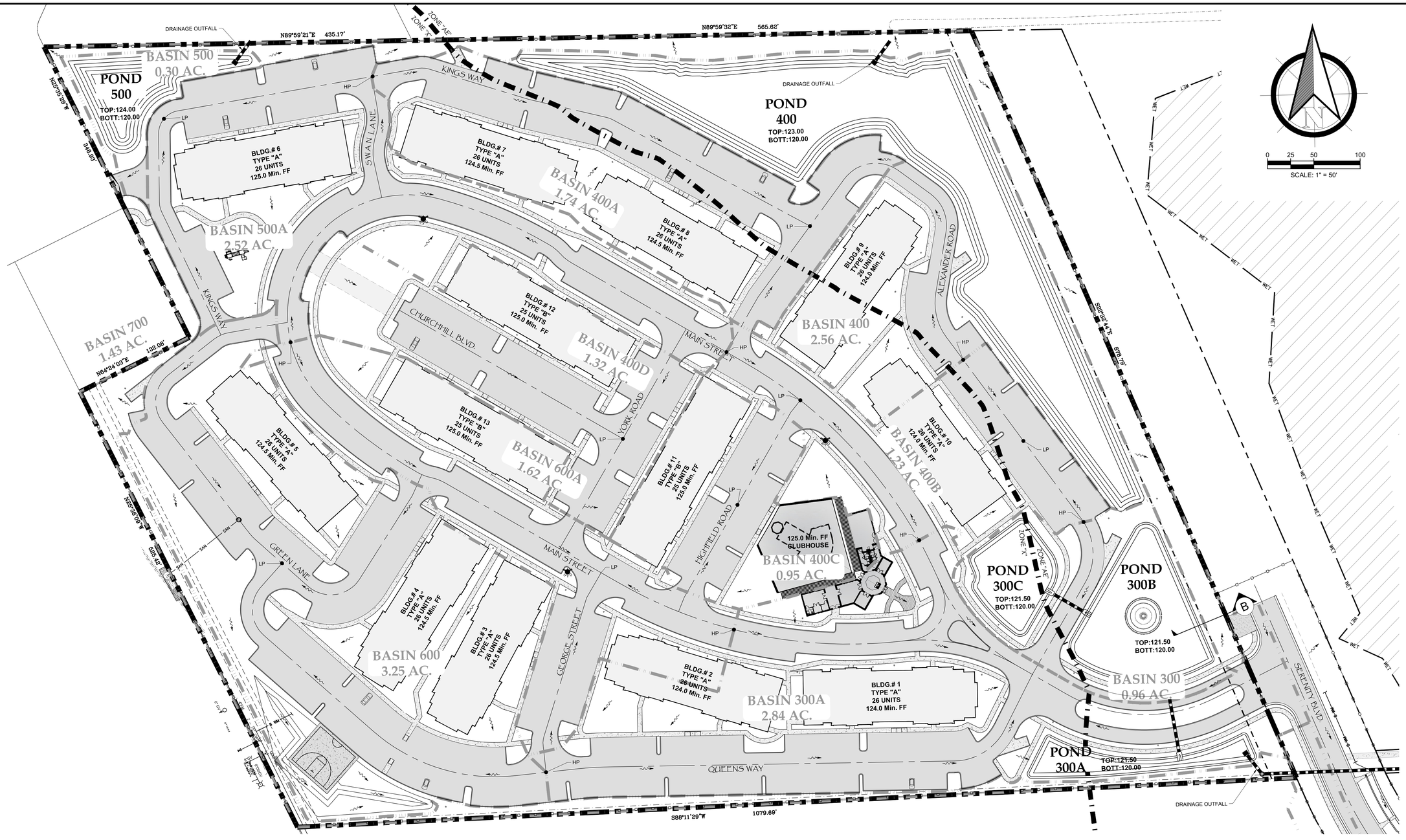
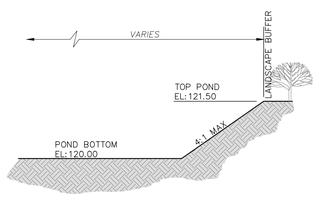
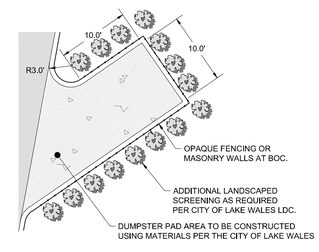
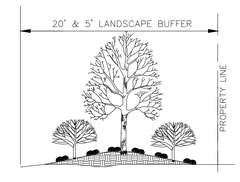




SECTION B
TYPICAL POND SECTION AT BUFFER



DUMPSTER PAD DETAIL
SCALE: 1"=10'



LANDSCAPE BUFFER

PRELIMINARY LAYOUT
Preliminary Layout is Subject to Final
Topographic and Boundary Survey, Engineering
and Approval by Governmental Agencies

DESIGNED BY:	BLM
DRAFTED BY:	BLM
CHECKED BY:	MJ

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5		
6		

DATE: Oct 01, 2014
JOB NO.: 1312.01

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APARTMENT HOME COMMUNITY
PDP PLAN

LAKE WALES, FL

PRELIMINARY GRADING PLAN

NOT VALID WITHOUT ORIGINAL SIGNATURE AND RAISED SEAL

NOT FOR CONSTRUCTION

MATTHEW K. JOHNSON, P.E.
FLA. P.E. No. 60129

DATE

SHEET NUMBER
C101

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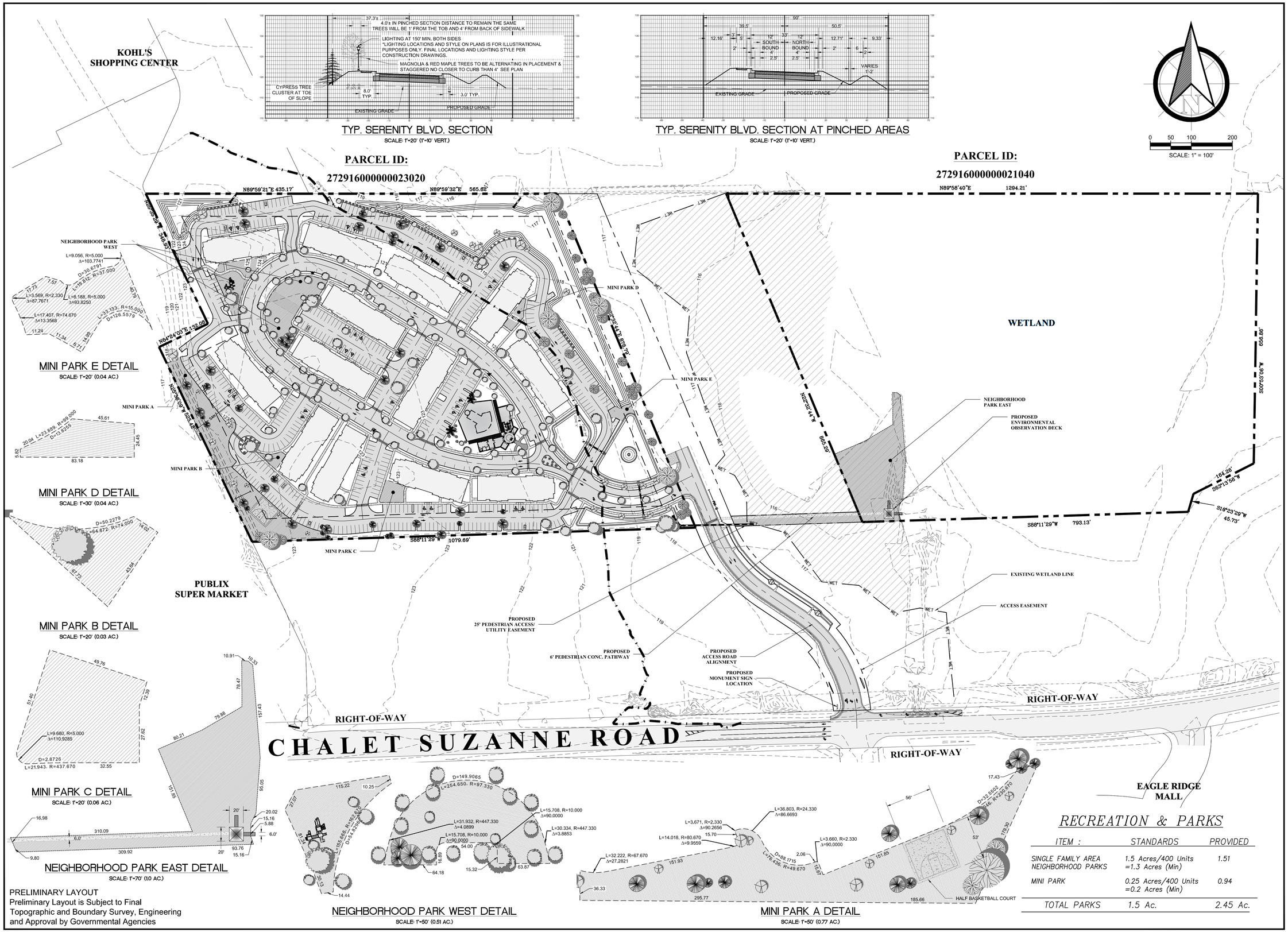

PRELIMINARY LAYOUT
Preliminary Layout is Subject to Final Topographic and Boundary Survey, Engineering and Approval by Governmental Agencies

RECREATION & PARKS

ITEM :	STANDARDS	PROVIDED
SINGLE FAMILY AREA NEIGHBORHOOD PARKS	1.5 Acres/400 Units =1.3 Acres (Min)	1.51
MINI PARK	0.25 Acres/400 Units =0.2 Acres (Min)	0.94
TOTAL PARKS	1.5 Ac.	2.45 Ac.

DESIGNED BY:	BLM		
DRAFTED BY:	BLM	DATE	Oct 01, 2014
CHECKED BY:	MJ	JOB NO.	1312.01

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LAKE WALES, FL

OFF SITE IMPROVEMENTS

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MATTHEW K. JOHNSON, P.E.
FLA. P.E. No. 60129

DATE

SHEET NUMBER
C102

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Wednesday, October 01, 2014 4:48:11 PM

City of
Lake Wales
201 Central Avenue W.
P. O. Box 1320
Lake Wales, FL 33859-1320
Phone (863) 678-4182
Fax (863) 678-4180

October 22, 2014

Equinox of Florida LLC
Mr. Todd Fisher
116 Wolf Road
Albany, New York 12205

RE: Serenity at Lake Wales Apartment Home Community

Dear ~~Mr. Fisher,~~ Todd

At its regular meeting on October 21, 2014 the City Commission unanimously approved with conditions your request for preliminary residential PDP plan approval for Serenity at Lake Wales.

The conditions of approval are as follows:

A. An access road meeting the standards for a minor collector roadway and having a right-of-way width of a minimum of 90 feet shall be constructed from Chalet Suzanne Rd. to approximately 40 feet north of the project entrance, as shown schematically on Sheet C102 of the plans. A minimum of 90 feet of right-of-way shall be set aside along the full eastern boundary of the apartment site for future extension of the roadway.

B. Waivers

1. Waiver to allow 72 parking spaces to be 9'x18' where 10'x20' is the code requirement. (Sec. 23-306.2.e) (*Numbers were modified by staff to reflect the reduction in parking for enlargement of Neighborhood Park West requested by the Planning Board.)*
2. Waiver to reduce the required 25' buffer along a retention area abutting a roadway to 12' at the entrance area and along the entrance drive in two pinch point areas. (Sec. 23-307.4)
3. Waiver to reduce the required distance (length of entrance road) from the apartment site entrance to the first cross street from 300' to 250'. (Sec. 23-303.4)
4. Waiver to reduce required 3-foot grass strip between sidewalk and back of curb to 2 feet along access road for up to 1/3 of the access road length. (Sec. 23-303.9.c)
5. Waiver to reduce curve radius from 500' to 320' on the access road to conform to city roadway specifications. (Sec. 23-303.10)
6. Waiver to allow secondary entrance to be emergency vehicle only with pedestrian access. (Sec. 23-303.4.a.2)
7. Roads within the 20-acre apartment site will be private. (Sec. 23-303.14)

The next step in the process is the Site Development permitting process. You can submit your civil engineering to Pat Johnson, Permit Coordinator. If you have any questions regarding this process she can be reach at 863.678.4182 ext 252.

We are very pleased that you continued to pursue this project through some challenging economic times. We look forward to continuing to assist you the bring the project to fruition.

Sincerely,

Kathy Bangley

Kathy Bangley, Assistant Director
Department of Planning and Development

cc: JSK Consulting
Project File

MEMORANDUM

November 15, 2016

TO: Honorable Mayor and City Commission

VIA: Kenneth Fields, City Manager

FROM: Dorothy Ecklund, Finance Director

RE: Ordinance 2016 - 20, FY15'16 Budget Amendment #4, 2nd Reading & Public Hearing

SYNOPSIS: *The City Commission will consider approval of the fourth amendment of FY 15'16 Budget that was adopted on September 15, 2016, modified on February 16, 2016 Ordinance 2016-03, modified on April 16,2016 Ordinance 2016-05, modified on August 2, 2016 Ordinance 2016-09.*

RECOMMENDATION

It is recommended that the City Commission approve Ordinance 2016-20 after second reading and public hearing.

The City Commission approved first reading of the ordinance on November 1, 2016. The advertisement requirement for second reading and public reading has been met.

BACKGROUND

Ordinance 2015-09 estimating revenues and appropriating funds for Fiscal Year 2015-16 was adopted by the City Commission September 15, 2015, modified on February 16, 2016 Ordinance 2016-03, modified on April 16,2016 Ordinance 2016-05, August 2, 2016 by ordinance 2016-09.

We are presenting Ordinance 2016-20 to modify the estimates of revenues and appropriations budgeted in various funds. This is primarily a housekeeping ordinance to conform the adopted budget to realized or expected changes within the current fiscal year. Explanation of change, for significant items, has been provided on both Exhibit A and B.

OTHER OPTIONS

This is a required budgetary amendment for compliance purposes relating to the City's Charter and Florida State Statute.

Per the Lake Wales City Charter, Section 6.07, upon written request by the City Manager, the City Commission may by ordinance transfer part or all of any unencumber appropriation balance from one department, office or agency to another. Per Florida State Statute, Section 166.241, the budget must regulate expenditures of the municipality. If a budget amendment is required, the amendment must be adopted in the same manner as the original budget.

FISCAL IMPACT
See Exhibit A and Exhibit B attached to Ordinance 2016-20

ATTACHMENTS

Ordinance 2016-20; Exhibit A and Exhibit B.

ORDINANCE 2016-20

AN ORDINANCE OF THE CITY OF LAKE WALES, POLK COUNTY, FLORIDA, AMENDING ORDINANCE 2015-09 AS AMENDED BY ORDINANCE 2016-03, ORDINANCE 2016-05, AND ORDINANCE 2016-09 TO MODIFY THE ESTIMATES OF EXPENDITURES FOR THE OPERATION OF THE SEVERAL DEPARTMENTS OF SAID CITY FOR THE 2015-2016 FISCAL YEAR AND TO MODIFY THE APPROPRIATION OF FUNDS RAISED AND COLLECTED FROM ALL SOURCES SET FORTH IN THE ESTIMATE OF REVENUES FOR SAID FISCAL YEAR; REPEALING ALL ORDINANCES IN CONFLICT WITH THIS ORDINANCE; AND PROVIDING FOR AN EFFECTIVE DATE.

SECTION 1. Ordinance 2015-09 as amended by Ordinance 2016-03, Ordinance 2016-05, and Ordinance 2016-09 is hereby amended to modify the estimates of anticipated revenues for the Fiscal Year 2015-2016 which are hereunto attached as Exhibit "A" and made a part of this ordinance. Such anticipated revenue of said City is hereby appropriated for the several items set forth in the budget and is hereby appropriated proportionately in the amounts as shown in the schedule hereto attached, which said amounts are to be appropriated and allocated to the different funds as collected.

SECTION 2. Ordinance 2015-09 as amended by Ordinance 2016-03, Ordinance 2016-05, and Ordinance 2016-09 is hereby amended to modify the estimates of expenditures contemplated for the operation of the several departments of the City of Lake Wales, Polk County, Florida, for the Fiscal Year 2015-2016 which are hereunto attached as Exhibit "B" and made a part of this ordinance. Such amended expenditures shall be and the same are hereby ratified, approved, confirmed, accepted and adopted as the Budget for said Fiscal Year.

SECTION 3. All other parts of Ordinance 2015-09 as amended by Ordinance 2016-03, Ordinance 2016-05 and Ordinance 2016-09 remain unchanged and in full force and effect.

SECTION 4. This ordinance shall take effect immediately upon its passage and approval.

CERTIFIED AS TO PASSAGE this _____ day of _____, 2016.

_____
Mayor/Commissioner

ATTEST:

_____
City Clerk

EXHIBIT "A"
ORDINANCE 2016 - 20
SCHEDULE OF ESTIMATED REVENUES & BALANCES

	Adopted Budget	Changes	Amended Budget	Explanation of Change
GENERAL FUND				
Balance Forward	275,000	2,029,377	2,304,377	FY 2014'15 - Ending Balance
Ad Valorem Taxes	3,541,400	(84,000)	3,457,400	Adj. various revenues sources to actual revenue
Sales & Use Taxes	1,507,400	(58,000)	1,449,400	received.
Licenses & Permits	1,258,500	29,000	1,287,500	
Special Assessments	1,020,000	74,000	1,094,000	
Intergovernmental Revenue	1,582,998	(48,500)	1,534,498	
Charges for Services	1,601,018	138,200	1,739,218	
Fines & Forfeitures	42,250	4,700	46,950	
Miscellaneous Revenues	144,845	29,500	174,345	
Other Financing Sources	612,941	-	612,941	
Transfer from Other Funds	1,157,500	-	1,157,500	
Total	12,743,852	2,114,277	14,858,129	
TRANSPORTATION FUND				
Balance Forward	1,500	251,752	253,252	FY 2014'15 - Ending Balance
Ad Valorem Taxes	-	-	-	
Sales & Use Taxes	722,881	57,200	780,081	Fuel tax revenues adjusted to actual received.
Licenses & Permits	-	-	-	
Special Assessments	-	-	-	
Intergovernmental Revenue	130,642	(2,400)	128,242	8th Cent Motor Fuel adjusted to actual received.
Charges for Services	132,672	-	132,672	
Fines & Forfeitures	-	-	-	
Miscellaneous Revenues	800	-	800	
Other Financing Sources	-	-	-	
Transfer from Other Funds	76,244	-	76,244	
Total	1,064,739	306,552	1,371,291	
STREET LIGHTING FUNDS				
Balance Forward	6,500	9,282	15,782	FY 2014'15 - Ending Balance
Ad Valorem Taxes	-	-	-	
Sales & Use Taxes	-	-	-	
Licenses & Permits	-	-	-	
Special Assessments	14,500	300	14,800	Revenue adjusted to actual received.
Intergovernmental Revenue	-	-	-	
Charges for Services	-	-	-	
Fines & Forfeitures	-	-	-	
Miscellaneous Revenues	-	-	-	
Other Financing Sources	-	-	-	
Transfer from Other Funds	-	-	-	
Total	21,000	9,582	30,582	

CRA FUND				
Balance Forward	100,000	49,586	149,586	FY 2014'15 - Ending Balance
Ad Valorem Taxes	578,924	(7,000)	571,924	Revenue adjusted to actual received.
Sales & Use Taxes	-	-	-	
Licenses & Permits	-	-	-	
Special Assessments	-	-	-	
Intergovernmental Revenue	568,958	(12,700)	556,258	County Increment adjusted to actual received.
Charges for Services	-	-	-	
Fines & Forfeitures	-	-	-	
Miscellaneous Revenues	1,000	-	1,000	
Other Financing Sources	-	-	-	
Transfer from Other Funds	-	-	-	
Total	1,248,882	29,886	1,278,768	
POLICE FOREFEITURE FUND				
Balance Forward	36,000	(6,824)	29,176	FY 2014'15 - Ending Balance
Ad Valorem Taxes	-	-	-	
Sales & Use Taxes	-	-	-	
Licenses & Permits	-	-	-	
Special Assessments	-	-	-	
Intergovernmental Revenue	-	-	-	
Charges for Services	-	-	-	
Fines & Forfeitures	20,000	36,700	56,700	Adjusted to actual revenue received
Miscellaneous Revenues	-	4,280	4,280	
Other Financing Sources	-	-	-	
Transfer from Other Funds	-	-	-	
Total	56,000	34,156	90,156	
LIBRARY FUND				
Balance Forward	120,000	4,402	124,402	FY 2014'15 - Ending Balance
Ad Valorem Taxes	398,844	(55,700)	343,144	Adjusted to actual revenue received.
Sales & Use Taxes	-	-	-	
Licenses & Permits	-	-	-	
Special Assessments	-	-	-	
Intergovernmental Revenue	559,400	-	559,400	
Charges for Services	8,144	-	8,144	
Fines & Forfeitures	-	-	-	
Miscellaneous Revenues	41,600	(3,200)	38,400	
Other Financing Sources	-	-	-	
Transfer from Other Funds	-	-	-	
Total	1,127,988	(54,498)	1,073,490	
LAW ENFORCEMENT FUND				
Balance Forward	-	-	-	
Ad Valorem Taxes	-	-	-	
Sales & Use Taxes	-	-	-	
Licenses & Permits	-	-	-	
Special Assessments	-	-	-	
Intergovernmental Revenue	14,000	(150)	13,850	Adjusted to actual revenue received.
Charges for Services	-	-	-	
Fines & Forfeitures	-	-	-	
Miscellaneous Revenues	-	-	-	
Other Financing Sources	-	-	-	
Transfer from Other Funds	-	-	-	
Total	14,000	(150)	13,850	

DEBT SERVICE FUND				
Balance Forward	1,076,100	176,576	1,252,676	FY 2014'15 - Ending Balance
Ad Valorem Taxes	-	-	-	
Sales & Use Taxes	1,011,400	-	1,011,400	
Licenses & Permits	-	-	-	
Special Assessments	-	-	-	
Intergovernmental Revenue	-	-	-	
Charges for Services	-	-	-	
Fines & Forfeitures	-	-	-	
Miscellaneous Revenues	10,000	11,500	21,500	Adjusted to increase in fire impact fees received.
Other Financing Sources	-	-	-	
Transfer from Other Funds	853,028	-	853,028	
Total	2,950,528	188,076	3,138,604	
CAPITAL PROJECTS FUND				
Balance Forward	445,000	(21,025)	423,975	FY 2014'15 - Ending Balance
Ad Valorem Taxes	-	-	-	
Sales & Use Taxes	-	-	-	
Licenses & Permits	-	-	-	
Special Assessments	-	-	-	
Intergovernmental Revenue	-	-	-	
Charges for Services	-	-	-	
Fines & Forfeitures	-	-	-	
Miscellaneous Revenues	26,900	85,000	111,900	Adjusted for increase in impact fees received.
Other Financing Sources	-	-	-	
Transfer from Other Funds	8,000	-	8,000	
Total	479,900	63,975	543,875	
CEMETERY (LWMG) FUND				
Balance Forward	-	-	-	
Ad Valorem Taxes	-	-	-	
Sales & Use Taxes	-	-	-	
Licenses & Permits	-	-	-	
Special Assessments	-	-	-	
Intergovernmental Revenue	-	-	-	
Charges for Services	40,250	21,675	61,925	Adjusted to actual received.
Fines & Forfeitures	-	-	-	
Miscellaneous Revenues	-	-	-	
Other Financing Sources	88,928	-	88,928	
Transfer from Other Funds	-	-	-	
Total	129,178	21,675	150,853	

UTILITY SYSTEM FUND				
Balance Forward	1,683,000	-	1,683,000	
Ad Valorem Taxes	-	-	-	
Sales & Use Taxes	-	-	-	
Licenses & Permits	-	-	-	
Special Assessments	-	-	-	
Intergovernmental Revenue	650,000	(650,000)	-	CDBG Grant not received.
Charges for Services	7,673,000	238,925	7,911,925	Adjustment for various water/sewer revenues.
Fines & Forfeitures	-	-	-	
Miscellaneous Revenues	367,480	184,900	552,380	Adjustment for water/sewer impact fees received.
Other Financing Sources	12,750,000	(10,700,000)	2,050,000	Removal of loans for Hwy 60 and Capital Projects not issued in FY 15'16
Transfer from Other Funds	-	-	-	
Total	23,123,480	(10,926,175)	12,197,305	
AIRPORT FUND				
Balance Forward	-	-	-	
Ad Valorem Taxes	-	-	-	
Sales & Use Taxes	-	-	-	
Licenses & Permits	-	-	-	
Special Assessments	-	-	-	
Intergovernmental Revenue	1,167,634	-	1,167,634	
Charges for Services	67,030	-	67,030	
Fines & Forfeitures	-	-	-	
Miscellaneous Revenues	17,834	-	17,834	
Other Financing Sources	-	-	-	
Transfer from Other Funds	134,483	-	134,483	
Total	1,386,981	-	1,386,981	
TOTAL ESTIMATED REVENUES & BALANCES	44,346,528	(8,212,644)	36,133,884	

EXHIBIT "B"
ORDINANCE 2016 - 20
SCHEDULE OF ESTIMATED APPROPRIATIONED EXPENDITURES & RESERVES

	Adopted Budget	Changes	Amended Budget	Explanation of Change
GENERAL FUND				
City Commission	96,576	3,720	100,296	Volunteer Recog., Equip. IT, and Postage
City Manager	205,434	12,000	217,434	Personnel Services
City Clerk	113,288	-	113,288	
Finance	294,235	1,000	295,235	Supplies, Equip. IT
Human Resources	143,740	-	143,740	
City Attorney	66,375	5,250	71,625	Attorney Fees
Planning	209,969	-	209,969	
Fleet Maintenance	-	-	-	
Facilities Maintenance	108,985	(17,000)	91,985	Alloc. To Admin. Building
Information Technology	203,279	-	203,279	
Insurance/Risk Mgt	-	-	-	
Support Services	86,796	1,850	88,646	
Municipal Admin Bldg	30,017	39,600	69,617	$17k Fac. Maintenance, 7k Electricity, Personnel Services
Non-Departmental	183,200	-	183,200	
Police	4,595,403	172,450	4,767,853	Lease Vehicles approved FY14'15 received 15'16
Fire	2,705,169	40,900	2,746,069	30k Professional Svc, Various
Building Permits & Inspections	219,414	15,300	234,714	Personnel Services
Code Enforcement	57,262	1,500	58,762	Legal
Waste Disposal	872,405	30,000	902,405	Contract Services
Lake Conservation	8,000	-	8,000	
Field Operations	6,736	-	6,736	
Cemetery	145,448	2,800	148,248	1.2k Water/Sewer, 1.5k Supplies IT
Public Service Admin	467	6,720	7,187	Personnel Services (3K health insurance)
Other Transportation	5,433	-	5,433	
Economic Environment	130,800	-	130,800	
Other Human Services	13,500	-	13,500	
Library	-	-	-	
Parks Division	651,268	-	651,268	
Recreation Facilities	736,669	-	736,669	
Special Events	49,875	-	49,875	
Depot Complex	149,442	6,800	156,242	Personnel Services
Interfund Transfers	307,655	-	307,655	
Summary - General Fund Expenditures	12,396,840	322,890	12,719,730	
Reserve & Contingencies	347,012	1,791,387	2,138,399	
Total General Fund	12,743,852	2,114,277	14,858,129	
TRANSPORTATION FUND				
Street Operations	785,647	-	785,647	
Stormwater Division	34,600	-	34,600	
Transportation - Capital Outlay	187,307	-	187,307	
Interfund Transfer	57,185	-	57,185	
Summary - Transportation Fund Expenditures	1,064,739	-	1,064,739	
Reserve & Contingencies	0	306,552	306,552	
Total	1,064,739	306,552	1,371,291	
STREET LIGHTING FUNDS				
Expenditures	14,602	-	14,602	
Reserve & Contingencies	6,398	9,582	15,980	

Total	21,000	9,582	30,582	
CRA FUND				
CRA - Industry Development	50,320	59,270	109,590	Move Demolition cost from Capital to Operating Exp.
CRA - Community Redevelopment	150,742	1,000	151,742	Legal
CRA - Capital Outlay	120,000	(75,000)	45,000	Remove Demolition costs from Capital Outlay
Interfund Transfers	795,843	-	795,843	
Summary - CRA Fund Expenditures	1,116,905	(14,730)	1,102,175	
Reserve & Contingencies	131,977	44,616	176,593	
Total	1,248,882	29,886	1,278,768	
POLICE FOREFEITURE FUND				
Expenditures	25,359	-	25,359	
Reserve & Contingencies	30,641	34,156	64,797	
Total	56,000	34,156	90,156	
LIBRARY FUND				
Books by Mail	274,149	-	274,149	
Library	583,296	-	583,296	
Bookmobile	94,308	-	94,308	
Library - Capital Outlay	89,500	-	89,500	
Summary - Library Fund Expenditures	1,041,253	-	1,041,253	
Reserve & Contingencies	86,735	(54,498)	32,237	
Total	1,127,988	(54,498)	1,073,490	
LAW ENFORCEMENT FUND				
Expenditures	14,000	-	14,000	
Reserve & Contingencies	-	(150)	(150)	
Total	14,000	(150)	13,850	
Summary Total - Special Revenue	3,532,609	325,528	3,858,137	
DEBT SERVICE FUND				
Expenditures	1,870,704	-	1,870,704	
Reserve & Contingencies	1,079,824	188,076	1,267,900	
Total	2,950,528	188,076	3,138,604	
CAPITAL PROJECTS FUND				
Capital Outlay	73,000	-	73,000	
Transfers To Other Funds	17,500	-	17,500	
Reserve & Contingencies	389,400	63,975	453,375	
Total	479,900	63,975	543,875	

CEMETERY (LWMG) FUND				
Expenditures	45,328	-	45,328	
Transfers	-	-	-	
Debt Service	43,600	-	43,600	
Summary - Utility Fund Expenditures	88,928	-	88,928	
Reserve & Contingencies	40,250	21,675	61,925	
Total	129,178	21,675	150,853	
UTILITY SYSTEM FUND				
Expenditures	4,502,603	38,600	4,541,203	24k Bad Debt Exp., 14.6k Contract Services
Capital Outlay	8,685,077	-	8,685,077	
Transfers	1,140,000	-	1,140,000	
Debt Service	2,327,327	-	2,327,327	
Summary - Utility Fund Expenditures	16,655,007	38,600	16,693,607	
Reserve & Contingencies	6,468,473	(10,964,775)	(4,496,302)	
Total	23,123,480	(10,926,175)	12,197,305	
AIRPORT FUND				
Expenditures	99,434	52,830	152,264	29k Personnel Services, 23k Various Operating Costs.
Debt Service	11,834	-	11,834	
Capital Outlay	1,275,713	-	1,275,713	
Summary - Airport Fund Expenditures	1,386,981	52,830	1,439,811	
Reserve & Contingencies	-	(52,830)	(52,830)	
Total	1,386,981	52,830	1,386,981	
TOTAL ESTIMATED REVENUES & BALANCES	44,346,528	(8,181,489)	36,133,884	

MEMORANDUM

November 8, 2016

TO: Honorable Mayor and City Commission

VIA: Kenneth Fields, City Manager

FROM: Sandra D. Davis, Human Resources Director

Subject: Ordinance 2016-14, Firefighters' Pension Plan Amendment – First Reading

Synopsis: The City Commission will consider approval of the creation of a Defined Contribution Component ("Share Plan") to the Firefighters' Pension Plan to comply with Ch. 175.351(6) that was passed by the Florida Legislature.

RECOMMENDATION

Staff recommends that the City Commission approve Ordinance 2016-14 on First Reading.

BACKGROUND

Senate Bill 172 substantially amended Florida Statute Chapter 175 which governs the municipal and special district firefighter pension plans operating under these chapters. SB 172 requires that each plan sponsor must create a share plan/supplemental defined contribution plan.

The Firefighters' Pension Board asked staff to bring forward Ordinance 2016-14 for adoption. The proposed amendment will establish a Defined Contribution Component ("Share Plan") to comply with Ch. 175-351(6) that was passed by the Florida Legislature.

The Defined Contribution Component shall consist of an individual Share Plan Account for each member of the Plan, including DROP participants. The Share Plan Accounts shall be funded solely by premium tax revenues as follows: Effective October 1, 2016, fifty percent (50%) of the excess premium tax revenues received by the City shall be allocated to the members' Share Plan Account as provided for by the Ordinance, and the remaining fifty percent (50%) of the excess premium tax revenues received by the City shall be used at the discretion of the City toward current year benefits (either Defined Benefit or Defined Contribution), as an immediate reduction of Unfunded Actuarial Liability ("UAL") balance.

OTHER OPTIONS

Do not approve the amendment

FISCAL IMPACT

According to the attached letter from Foster & Foster Inc., Plan Actuary, they have determined that adoption of Ordinance 2016-14 will have no impact on the assumptions used in determining the funding requirements of the Defined Contribution Component ("Share Plan").

Note: Because the plan has no Excess State Monies (premium tax revenues) as of October 1, 2015 the valuation report will be unaffected. In Fiscal year 2016, the Plan received $134,241.37 in State Monies. The 2012/2013 amount was $132,794.51. Therefore, the initial allocation to the Share Plan as of 9/30/2016 is $723.42 which will be divided equally among 30 firefighters. (approximately $24.00 per firefighter) The remaining $133,517.94 will be use to offset the City's contribution requirement.

ORDINANCE 2016-14

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF LAKE WALES, FLORIDA, AMENDING CHAPTER 16, ARTICLE III OF THE LAKES WALES CODE, PROVIDING FOR THE CREATION OF A SUPPLEMENTAL RETIREMENT BENEFIT FOR THE FIREFIGHTERS' PENSION PLAN AND TRUST; PROVIDING RULES FOR ADMINISTERING THE SUPPLEMENTAL RETIREMENT BENEFIT, INCLUDING CONTRIBUTIONS, EARNINGS, VESTING, AND DISTRIBUTIONS; PROVIDING FOR A SAVINGS CLAUSE; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

SECTION 1: Section 16-186 of the City of Lake Wales Code is hereby created and shall state as follows:

Sec. 16-186. Defined Contribution Component Supplemental Retirement Benefit.

(a) There is hereby provided, in addition to all other benefits provided in this Article, a defined contribution component supplemental retirement benefit. The defined contribution component supplemental retirement benefit shall consist of an individual share account for each Member of the Plan, including DROP participants. The supplemental retirement benefit shall be funded solely by premium tax revenues in excess of the 2013 frozen amount received by the city pursuant to F.S. Ch. 175, as provided for by the City of Lake Wales Code of Ordinances. Effective October 1, 2016, fifty percent (50%) of the premium tax revenues received by the City in excess of the 2013 frozen amount shall be allocated to Members' share accounts as provided for herein with the remaining fifty percent (50%) of the premium tax revenue received by the City to be used at the discretion of the City toward current year benefits (either defined benefit or defined contribution), as an immediate reduction of unfunded actuarial liability (UAL) balance, or reserved as a prepaid sponsor contribution toward future required funding. Member share accounts shall be credited with premium tax revenues and investment earnings and losses and account distributions as outlined herein.

(b) *Annual crediting.* Effective January 1, 2017, and each January 1 thereafter, the share account of each Member and DROP participant on the City's payroll as of the preceding September 30 shall be credited as follows. Each Member and DROP participant who was employed on the preceding September 30 shall receive one share for each complete year and fractional part of years of Credited Service, as defined in section 16-161, determined as of the end of the Plan year ending on the same September 30. The total number of shares thus determined shall be divided into the total premium tax revenues received during that plan year to determine the amount to be credited to the share account of each eligible share plan participant.

(c) *Investment earnings and losses*. Effective January 1, 2017, and each January 1 thereafter, the share account of each Member and DROP participant shall be credited or debited with earnings or losses based upon the amount in the share account at the beginning of the immediately preceding fiscal year at a rate equal to the Plan's actual net rate of investment return for such fiscal year. Share accounts shall be commingled in the Fund and invested as with any other Fund asset. Share accounts shall be segregated into individual member accounts on a bookkeeping basis only. Alternatively, effective upon adoption, instead of the "net investment return" as set forth above, each Member may direct a one-time irrevocable election at any time prior to separation from service that his or her Share account be invested in a money market fund as may be made available from time to time by the board. The electing member's Share account shall be credited or debited at a rate equal to the net rate of investment return realized by such money market fund.

(d) *Distribution of share accounts*. A Member or DROP participant with ten or more years of credited service upon termination of employment and eligibility for receipt of pension benefits shall be eligible to receive a distribution of the balance in his or her share account, together with all earnings and losses credited or debited to the share account through the date of termination of employment. No supplemental retirement benefit shall be payable to a Member who terminates covered employment with less than ten years of Credited Service. The share account balances of such non-vested terminated Members shall be redistributed among all eligible participants' share accounts in the same manner as premium tax revenues in the following calendar year. The designated beneficiary of a Member who dies having accumulated

ten or more years of Credited Service shall receive the accumulated total of the Member's share account balance. There shall be no forfeiture of a Member's share account based on the Member's death, disability, or termination of employment with ten or more years of Credited Service. Payment of share account benefits shall be by lump sum, which shall consist of the accumulated total balance of a Member's share account, or, at the Member's direction, the share account balance may be rolled over to another qualified plan in accordance with section 16-175 of this Plan. One additional payment or rollover will be made on the January 1 following termination of employment for any supplemental retirement benefit amount credited for the Member's year of termination.

SECTION 2: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 3: If any clause, section or provision of this ordinance shall be declared unconstitutional or invalid for any reason or cause, the remaining portion of said ordinance shall be in full force and effect and be valid as if such invalid portion thereof had not been incorporated herein.

SECTION 4: This ordinance shall become effective upon adoption.

CERTIFIED AS TO PASSAGE this _____ day of _____, 20____.

CITY COMMISSION OF THE
CITY OF LAKE WALES, FLORIDA

(SEAL)

_____
Mayor

ATTEST:

_____
City Clerk Clara VanBlargan, MMC

FOSTER & FOSTER
ACTUARIES AND CONSULTANTS

June 14, 2016

Ms. Susy Pita, C.P.P.T.
21629 Stirling Pass
Leesburg, FL 34748

Re: City of Lake Wales
Firefighters' Pension Plan and Trust Fund

Dear Susy:

We have reviewed the proposed Ordinance amending the Plan to include a defined contribution component supplemental retirement benefit. We have determined that its adoption will have no impact on the assumptions used in determining the funding requirements of the program.

Because the changes do not result in a change in the valuation results, it is our opinion that a formal Actuarial Impact Statement is not required in support of its adoption. However, since the Division of Retirement must be aware of the current provisions of all public pension programs, it is recommended that you send a copy of this letter and a copy of the fully executed Ordinance to each of the following offices:

Mr. Keith Brinkman
Bureau of Local Retirement Systems
Division of Retirement
P. O. Box 9000
Tallahassee, FL 32315-9000

Sarah Carr
Municipal Police and Fire
Pension Trust Funds
Division of Retirement
P.O. Box 3010
Tallahassee, FL 32315-3010

If you have any questions, please let me know.

Sincerely,

Patrick T. Donlan

PTD/tb

13420 Parker Commons Blvd., Suite 104 Fort Myers, FL 33912 · (239) 433-5500 · Fax (239) 481-0634 · www.foster-foster.com

MEMORANDUM

November 8, 2016

TO: Honorable Mayor and City Commission

VIA: Kenneth Fields, City Manager

FROM: Sandra D. Davis, Human Resources Director

Subject: Ordinance 2016-15, Police Officers' Pension Plan Amendment – First Reading

Synopsis: The City Commission will consider approval of the creation of a Defined Contribution Component ("Share Plan") to the Police Officers' Pension Plan to comply with Ch. 185 that was passed by the Florida Legislature.

RECOMMENDATION

Staff recommends that the City Commission approve Ordinance 2016-15 on First Reading.

BACKGROUND

Senate Bill 172 substantially amended Florida Statute Chapter 185 which governs the municipal and special district police officer pension plans operating under these chapters. SB 172 requires that each plan sponsor must create a share plan defined contribution plan.

The Police Officers' Pension Board asked staff to bring forward Ordinance 2016-15 for adoption. The proposed amendment will establish a Defined Contribution Component ("Share Plan") to comply with Ch. 185 that was passed by the Florida Legislature.

The Defined Contribution Component shall consist of an individual Share Plan Account for each member of the Plan, including DROP participants. The Share Plan Accounts shall be funded solely by excess premium tax revenues as follows: Effective October 1, 2016, fifty percent (50%) of the excess premium tax revenues received by the City shall be allocated to the members' Share Plan Account as provided for by the Ordinance, and the remaining fifty percent (50%) of the excess premium tax revenues received by the City shall be used at the discretion of the City toward current year benefits (either Defined Benefit or Defined Contribution), as an immediate reduction of Unfunded Actuarial Liability ("UAL") balance.

OTHER OPTIONS

Do not approve the amendment

FISCAL IMPACT

According to the attached letter from Foster & Foster Inc., Plan Actuary, they have determined that adoption of Ordinance 2016-15 will have no impact on the assumptions used in determining the funding requirements of the Defined Contribution Component ("Share Plan").

Note: Because the plan has no Excess State Monies (premium tax revenues) as of October 1, 2015, the valuation report will be unaffected. In Fiscal year 2016, the Plan received $108,125.24 in State Monies. The 2012/2013 amount was $96,158.75. Therefore, the initial allocation to the Share Plan as of 9/30/2016 is $5,983.25 which will be divided equally among 46 Police Officers. (approximately $130.00 per Police Officer) The remaining $102,141.99 will be use to offset the City's contribution requirement.

ORDINANCE 2016-15

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF LAKE WALES, FLORIDA, AMENDING CHAPTER 16, ARTICLE IV OF THE LAKES WALES CODE, PROVIDING FOR THE CREATION OF A SUPPLEMENTAL RETIREMENT BENEFIT FOR THE POLICE OFFICERS' PENSION PLAN AND TRUST FUND; PROVIDING RULES FOR ADMINISTERING THE SUPPLEMENTAL RETIREMENT BENEFIT, INCLUDING CONTRIBUTIONS, EARNINGS, VESTING, AND DISTRIBUTIONS; PROVIDING FOR A SAVINGS CLAUSE; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

SECTION 1: Section 16-256 of the City of Lake Wales Code is hereby created and shall state as follows:

Sec. 16-256. Defined Contribution Component Supplemental Retirement Benefit.

(a) There is hereby provided, in addition to all other benefits provided in this Article, a defined contribution component supplemental retirement benefit. The defined contribution component supplemental retirement benefit shall consist of an individual share account for each Member of the Plan, including DROP participants. The supplemental retirement benefit shall be funded solely by premium tax revenues in excess of the 2013 frozen amount received by the city pursuant to F.S. Ch. 185, as provided for by the City of Lake Wales Code of Ordinances. Effective October 1, 2016, fifty percent (50%) of the premium tax revenues received by the City in excess of the 2013 frozen amount shall be allocated to Members' share accounts as provided for herein with the remaining fifty percent (50%) of the premium tax revenue received by the City to be used at the discretion of the City toward current year benefits (either defined benefit or defined contribution), as an immediate reduction of unfunded actuarial liability (UAL) balance, or reserved as a prepaid sponsor contribution toward future required funding. Member share accounts shall be credited with premium tax revenues and investment earnings and losses and account distributions as outlined herein.

(b) Annual crediting. Effective January 1, 2017, and each January 1 thereafter, the share account of each Member and DROP participant on the City's payroll as of the preceding September 30TH shall be credited as follows. Each Member and DROP participant who was employed on the preceding September 30TH shall receive one share for each complete year

and fractional part of years of Credited Service, as defined in section 16-231, determined as of the end of the Plan year ending on the same September 30TH. The total number of shares thus determined shall be divided into the total premium tax revenues received during that plan year to determine the amount to be credited to the share account of each eligible share plan participant.

(c) Investment earnings and losses. Effective January 1, 2017, and each January 1 thereafter, the share account of each Member and DROP participant shall be credited or debited with earnings or losses based upon the amount in the share account at the beginning of the immediately preceding fiscal year at a rate equal to the Plan's actual net rate of investment return for such fiscal year. Share accounts shall be commingled in the Fund and invested as with any other Fund asset. Share accounts shall be segregated into individual member accounts on a bookkeeping basis only. Alternatively, effective upon adoption, instead of the "net investment return" as set forth above, each Member may direct a one-time irrevocable election at any time prior to separation from service that his or her Share account be invested in a money market fund as may be made available from time to time by the board. The electing member's Share account shall be credited or debited at a rate equal to the net rate of investment return realized by such money market fund.

(d) Distribution of share accounts. A Member or DROP participant with ten or more years of credited service upon termination of employment and eligibility for receipt of pension benefits shall be eligible to receive a distribution of the balance in his or her share account, together with all earnings and losses credited or debited to the share account through the date of termination of employment. No supplemental retirement benefit shall be payable to a Member who terminates covered employment with less than ten years of Credited Service. The share account balances of such non-vested terminated Members shall be redistributed among all eligible participants' share accounts in the same manner as premium tax revenues in the following calendar year. The designated beneficiary of a Member who dies having accumulated ten or more years of Credited Service shall receive the accumulated total of the Member's share account balance. There shall be no forfeiture of a Member's share account based on the Member's death, disability, or termination of employment with ten or more years of Credited Service. Payment of share account benefits shall be by lump sum, which shall consist of the accumulated total balance of a Member's share account, or, at the Member's direction, the share account balance may be rolled over to another qualified plan in accordance with section 16-251 of this Plan. One additional payment or rollover will be made on the January 1 following termination of employment for any

supplemental retirement benefit amount credited for the Member's year of termination.

SECTION 2: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 3: If any clause, section or provision of this ordinance shall be declared unconstitutional or invalid for any reason or cause, the remaining portion of said ordinance shall be in full force and effect and be valid as if such invalid portion thereof had not been incorporated herein.

SECTION 4: This ordinance shall become effective upon adoption.

CERTIFIED AS TO PASSAGE this _____ day of _____, 2016.

CITY COMMISSION OF THE
CITY OF LAKE WALES, FLORIDA

(SEAL)

_____
Mayor Eugene Fultz

ATTEST:

_____
City Clerk Clara VanBlargan, MMC

FOSTER & FOSTER
ACTUARIES AND CONSULTANTS

November 1, 2016

Ms. Susy Pita, C.P.P.T.
21629 Stirling Pass
Leesburg, FL 34748

Re: City of Lake Wales
Police Officers' Pension Plan and Trust Fund

Dear Susy:

We have reviewed the proposed Ordinance amending the Plan to include the following proposed change:

1) Section 16-256, Defined Contribution Component Supplemental Retirement Benefit, is a new Section being added to the plan. This Section creates a 'Share Plan', or defined contribution component, and the addition of a share plan is a requirement of recently adopted Chapter 2015-39, Laws of Florida, for all pension plans that are subject to the provisions of Chapters 175 and 185, Florida Statutes.

   This Share Plan provides for a share account for each member of the plan. The Share Plan is to be funded solely and entirely by Chapter 185, Florida Statues, premium tax monies for each plan year that funding is made available to it in accordance with governing Florida Statutes and/or mutual agreement between the City and the Union. This supplemental benefit, therefore, may or may not be funded.

   If the share plan is funded, at retirement, termination (vested), disability or death, there is an additional lump sum benefit paid to the eligible member. In this ordinance available share plan funding is allocated to the members and DROP participants in a manner to be agreed upon.

Because the changes do not result in a change in the valuation results, it is our opinion that a formal Actuarial Impact Statement is not required in support of its adoption. However, since the Division of Retirement must be aware of the current provisions of all public pension programs, it is recommended that you send a copy of this letter and a copy of the fully executed Ordinance to each of the following offices:

Mr. Keith Brinkman
Bureau of Local Retirement Systems
Division of Retirement
P. O. Box 9000
Tallahassee, FL 32315-9000

Sarah Carr
Municipal Police and Fire
Pension Trust Funds
Division of Retirement
P.O. Box 3010
Tallahassee, FL 32315-3010

If you have any questions, please let me know.

Sincerely,

Patrick T. Donlan
PTD/lke

Cc: Pedro Herrera, Board Attorney

MEMORANDUM

October 27, 2016

TO: Honorable Mayor and City Commissioners

VIA: Kenneth Fields, City Manager

FROM: Kathy Bangley, Director of Planning and Development

RE: Ordinance 2016-21 – 1st Reading
Amendments to *Zoning, Land Use and Development Regulations*

SYNOPSIS
A few areas of the zoning regulations (Chapter 23, Lake Wales Code of Ordinances) have been identified as needing amendments to address issues that have arisen and provide better clarification and intent of the code.

RECOMMENDATION
Staff recommends the approval of Ordinance 2016-21 on first reading. A public hearing is not required.

BACKGROUND
The Planning and Zoning Board held a regular meeting on October 25, 2016 and voted to recommend various amendments to the *Zoning, Land Use and Development Regulations* as set forth in the proposed ordinance.

Following are explanations of the proposed revisions.

1. **Vacation of public rights-of-way**
Recommendation: change from an ordinance to a resolution the action required by Commission to enact the vacation. The City Attorney concurs with this recommendation.

Sec. 23-221.2 Review and approval.
c. City commission.
2. *Right-of-way or other dedicated property.* The city commission shall determine in light of the planning board's recommendation and public comments whether the vacation is in the public interest. If a positive determination is made, the city commission may enact a ~~ordinance~~ <u>resolution</u> vacating the requested right-of-way or property and reverting said right-of-way or property to all adjacent owners in equal portions.

2. **Site Plans / Land subdivision / PDPs**
Recommendation: increase the initial approval time from one-year to two-years and specifying extensions may be granted in one-year increments. This is in response to the time it is taking for developer's to secure financing. There have been changes in what financial institutions require.

Sec. 23-222.7 Time limit on approval. The approval of the preliminary site plan shall expire ~~one year~~ <u>two years</u> from the date of approval unless an application for a site development permit has been received or a building permit for a principal building has been issued. An extension of time may be applied for <u>(and granted in one-year increments)</u> by the developer by submitting a letter of request to the administrative official and the required fee. (See Table 23-242.) The request for time extension may be approved by the administrative official or

the planning board in accordance with the manner in which the original approval was granted.

Sec. 23-223.3.c. *City commission action.* After receiving the recommendation of the planning board, the city commission shall approve, approve with stated conditions or stipulations, or deny with specific reference to the requirements of this chapter.

1. *Concurrency.* A preliminary subdivision plat shall not be approved unless the concurrency requirements of this chapter have been met. (See section 23-704.4.c.)

2. *Time limit on approval.* Approval of the preliminary subdivision plat shall be valid for ~~one year~~ two years. An extension of time may be applied for (and granted in one-year increments) by the developer by submitting a letter of request to the city commission through the administrative official and a fee per section 23-242.

Sec. 23-224.4 Time limit on PDP plan approval. The preliminary PDP plan approval shall be valid for ~~one (1) year~~ two (2) years, and at the end of ~~the year~~ that time, the approval shall expire, along with the reservation of capacity in city utilities, unless a complete application for site development permit has been submitted. One-year extensions may be granted by the city commission upon the recommendation of the planning board, provided the extension is requested prior to the expiration of the plan approval.

3. **Fences and Hedges**

Recommendation: add the wording “from the property line along” to clarify the positioning of a fence along an alley.

b. *Dimensional requirements*. Fences and hedges shall be located a minimum of 3 feet from the property line along an alley. Otherwise, they are not subject to setback requirements and may be located anywhere within the property lines, provided the height limitations set forth in Table 23-524 are met.

FISCAL IMPACT

The amendments have no identifiable fiscal impact themselves.

OTHER OPTIONS

None.

ATTACHMENTS

Ordinance 2016-21

ORDINANCE 2016-21

(Zoning amendment – Chapter 23 Zoning, Land Use and Development Regulation)

AN ORDINANCE OF THE CITY OF LAKE WALES, POLK COUNTY, FLORIDA, AMENDING THE CODE OF ORDINANCES CHAPTER 23, ZONING, LAND USE AND DEVELOPMENT REGULATION AS IT PERTAINS TO SITE PLANS; VACATION OF PUBLIC RIGHTS-OF-WAY; FENCES AND HEDGES; PROVIDING FOR SEVERABILITY, AND PROVIDING FOR AN EFFECTIVE DATE.

BE IT ENACTED by the City Commission of Lake Wales, Polk County, Florida:

SECTION 1 VACATION OF PUBLIC RIGHTS-OF-WAY OR PUBLIC EASEMENTS

Sec. 23-221. Vacation of public rights-of-way or public easements is amended as follows:

Sec. 23-221.2 Review and approval.

c. City commission.

2. *Right-of-way or other dedicated property.* The city commission shall determine in light of the planning board's recommendation and public comments whether the vacation is in the public interest. If a positive determination is made, the city commission may enact a ~~ordinance~~ <u>resolution</u> vacating the requested right-of-way or property and reverting said right-of-way or property to all adjacent owners in equal portions.

SECTION 2 SITE PLANS

Sec. 23-222.7 Time limit on approval is amended as follows:

Sec. 23-222.7 Time limit on approval. The approval of the preliminary site plan shall expire ~~one year~~ <u>two years</u> from the date of approval unless an application for a site development permit has been received or a building permit for a principal building has been issued. An extension of time may be applied for <u>(and granted in one-year increments)</u> by the developer by submitting a letter of request to the administrative official and the required fee. (See Table 23-242.) The request for time extension may be approved by the administrative official or the planning board in accordance with the manner in which the original approval was granted.

SECTION 3 LAND SUBDIVISION

Sec. 23-223.3 Preliminary subdivision plat review is amended as follows:

Sec. 23-223.3.c. *City commission action.* After receiving the recommendation of the planning board, the city commission shall approve, approve with stated conditions or stipulations, or deny with specific reference to the requirements of this chapter.

1. *Concurrency.* A preliminary subdivision plat shall not be approved unless the concurrency requirements of this chapter have been met. (See section 23-704.4.c.)

2. *Time limit on approval.* Approval of the preliminary subdivision plat shall be valid for ~~one year~~ two years. An extension of time may be applied for (and granted in one-year increments) by the developer by submitting a letter of request to the city commission through the administrative official and a fee per section 23-242.

SECTION 4 PLANNED DEVELOPMENT PROJECTS
Sec. 23-224.4 Time limit of PDP plan approval is amended as follows:

Sec. 23-224.4 Time limit on PDP plan approval. The preliminary PDP plan approval shall be valid for ~~one (1) year~~ two (2) years, and at the end of ~~the year~~ that time, the approval shall expire, along with the reservation of capacity in city utilities, unless a complete application for site development permit has been submitted. One-year extensions may be granted by the city commission upon the recommendation of the planning board, provided the extension is requested prior to the expiration of the plan approval.

SECTION 5 FENCES AND HEDGES
Sec. 524 Fences and Hedges is amended as follows:

b. *Dimensional requirements*. Fences and hedges shall be located a minimum of 3 feet from the property line along an alley. Otherwise, they are not subject to setback requirements and may be located anywhere within the property lines, provided the height limitations set forth in Table 23-524 are met.

SECTION 6 If any clause, section or provision of this ordinance or any fee imposed pursuant to this ordinance shall be declared unconstitutional or invalid for any reason or cause, the remaining portion of said ordinance or remaining fees shall be in full force and effect and be valid as if such invalid portion thereof had not been incorporated herein.

SECTION 7 Certified copies of the enacting ordinance, the City of Lake Wales comprehensive Plan and any amendment thereto, and the Lake Wales Code of Ordinances shall be located in the Office of the City Clerk of Lake Wales. The City Clerk shall also make copies available to the public for a reasonable publication charge.

SECTION 8 This ordinance shall become effective, immediately upon passage by the City Commission.

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CERTIFIED AS TO PASSAGE this _____ day of _____ 2016.

_____

Mayor/Commissioner
City of Lake Wales, Polk County, Florida

ATTEST:

_____

City Clerk

MEMORANDUM

November 8, 2016

TO: Honorable Mayor and City Commissioners

VIA: Kenneth Fields, City Manager

FROM: Teresa Allen, Assistant Public/Support Services Director

SUBJECT: Resolution 2016-23, Joint Participation Agreement-G0G58

SYNOPSIS: The adoption of Resolution 2016-23 authorizes the execution of an agreement with the Florida Department of Transportation to rehabilitate Taxiway Alpha and to relocate and extend Taxiway Bravo at the Lake Wales Municipal Airport.

RECOMMENDATION

Staff recommends that the City Commission approve the following action(s):

1. Adopt Resolution 2016-23 authorizing the execution of Joint Participation Agreement G0G58 by the Mayor with the Florida Department of Transportation (FDOT) in the amount of $71,135.00.

BACKGROUND

City staff met with representatives for FDOT and FAA and agreed that this project should be moved up in the funding cycle in an effort to enhance safety on the airfield and comply with FAA regulations relative to runway and taxiway separations, this project will extend the east portion of Taxiway Alpha to the existing runway 6 end and relocate and extend Taxiway Bravo North segment (from Taxiway Alpha to Runway 17) and the South segment (from Taxiway Alpha to Runway 35 end) at the Lake Wales Municipal Airport.

Resolution 2016-23 will provide funding of $71,135.00 from FDOT for the design phase of this project.

Funding as follows:

City: $ 23,135.00
FDOT: $ 71,135.00
FAA: $150,000.00 (the city will be submitting an application for FAA funding share this November)

Total cost for the design phase: $244,270.00

This project will not only enhance safety but also contributes to the completion of the airport infrastructure that will support the continued growth of the airport and the opportunity of funding from FDOT and FAA for t-hangars and road access.

FISCAL IMPACT

Funding to accept this agreement will require a budget amendment.

OPTIONS

The commission may elect to defer this project.

ATTACHMENTS
Resolution 2016-23
Joint Participation Agreement (this item is in the City Clerk's office for review)
Fiscal Impact statement

RESOLUTION 2016-23

A RESOLUTION OF THE CITY OF LAKE WALES, POLK COUNTY, FLORIDA AUTHORIZING THE EXECUTION OF A JOINT PARTICIPATION AGREEMENT (JPA), ITEM-SEGMENT-PHASE-SEQUENCE NUMBER (FINANCILA PROJECT NUMBER): 440357-1-94-01 (REHABILITATE THE EASTERN PORTION OF TAXIWAY ALPHA AND RELOCATED AND EXTEND TAXIWAY BRAVO NORTH SEGMENT FROM TAXIWAY ALPHA TO RUNWAY 17 END AND SOUTH SEGMENT FROM TAXIWAY ALPHA TO RUNWAY 35 END) WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION TO ALLOW THEIR PARTICIPATION IN AN AVIATION PROJECT AT THE LAKE WALES MUNICIPAL AIRPORT.

WHEREAS, THE City of Lake Wales has the authority to enter into a JPA with the Florida Department of Transportation to undertake a project as authorized by Florida Statute 332, and Florida Administrative Code 14-60;

NOW, THEREFORE, BE IT RESOLVED by the City Commission of Lake Wales, Polk County, Florida:

1. That the JPA for the Item-Segment-Phase-Sequence Number (Financial Project Number) 440357 1 94 01,

2. That Eugene Fultz, Mayor, is authorized to enter into, modify, or terminate the JPA with the Florida Department of Transportation, unless specifically rescinded.

THIS RESOLUTION INTRODUCED AND PASSED by the City Commission of the City of Lake Wales, Polk County, Florida at its regular meeting on November 15, 2016.

_____
Mayor, City of Lake Wales

ATTEST:

_____
City Clerk Clara VanBlargan, MMC

PUBLIC TRANSPORTATION JOINT PARTICIPATION AGREEMENT

Financial Project Number(s): (item-segment-phase-sequence) 440357-1-94-01	Fund: 010	FLAIR Category.: 088719
	Function: 215	Object Code: 751000
	Federal Number: N/A	Org. Code: 55012020129
Contract Number: G0G58	DUNS Number: 80-939-7102	Vendor No.: F596000357001
CFDA Number: N/A	Agency DUNS Number: 07-321-2201	CSFA Number: 55.004
CFDA Title: N/A		CSFA Title: Aviation Development Grants

THIS AGREEMENT, made and entered into this _____ day of _____, _____, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida, hereinafter referred to as the Department, and City of Lake Wales 201 Central Avenue West, Lake Wales, FL 33853 hereinafter referred to as Agency. The Department and Agency agree that all terms of this Agreement will be completed on or before 6/30/2020 and this Agreement will expire unless a time extension is provided in accordance with Section 16.00.

WITNESSETH:

WHEREAS, the Agency has the authority to enter into said Agreement and to undertake the project hereinafter described, and the Department has been granted the authority to function adequately in all areas of appropriate jurisdiction including the implementation of an integrated and balanced transportation system and is authorized under 332.006, Florida Statutes, to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations herein, the parties agree as follows:

1.00 Purpose of Agreement: The purpose of this Agreement is to provide Department participation in a project to rehabilitate the eastern portion of Taxiway Alpha and relocate/extend Taxiway Bravo North Segment (from Taxiway Alpha to Runway 17 end) and South Segment (from Taxiway Alpha to Runway 35 end) at the Lake Wales Municipal Airport

and as further described in Exhibit(s) A, B, C and D attached hereto and by this reference made a part hereof, hereinafter referred to as the project, and to provide Departmental financial assistance to the Agency and state the terms and conditions upon which such assistance will be provided and the understandings as to the manner in which the project will be undertaken and completed.

2.00 Accomplishment of the Project:

2.10 General Requirements: The Agency shall commence, and complete the project as described in Exhibit "A" attached hereto and by this reference made a part hereof this Agreement, with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions herein, and all applicable laws.

2.20 Pursuant to Federal, State, and Local Law: In the event that any election, referendum, approval, permit, notice, or other proceeding or authorization is requisite under applicable law to enable the Agency to enter into this Agreement or to undertake the project hereunder, or to observe, assume or carry out any of the provisions of the Agreement, the Agency will initiate and consummate, as provided by law, all actions necessary with respect to any such matters so requisite.

2.30 Funds of the Agency: The Agency shall initiate and prosecute to completion all proceedings necessary including federal aid requirements to enable the Agency to provide the necessary funds for completion of the project.

2.40 Submission of Proceedings, Contracts and Other Documents: The Agency shall submit to the Department such data, reports, records, contracts and other documents relating to the project as the Department may require as listed in Exhibit "C" attached hereto and by this reference made a part hereof. The Department has the option to require an activity report on a quarterly basis. The activity report will include details of the progress of the project towards completion.

3.00 Project Cost: The total estimated cost of the project is $ 2,893,270.00 . This amount is based upon the estimate summarized in Exhibit "B" attached hereto and by this reference made a part hereof this Agreement. The Agency agrees to bear all expenses in excess of the total estimated cost of the project and any deficits involved.

4.00 Department Participation: The Department agrees to maximum participation, including contingencies, in the project in the amount of $ $71,135.00 as detailed in Exhibit "B", or in an amount equal to the percentage(s) of total cost shown in Exhibit "B", whichever is less.

4.10 Project Cost Eligibility : Project costs eligible for State participation will be allowed only from the effective date of this agreement. It is understood that State participation in eligible project costs is subject to:

(a) Legislative approval of the Department's appropriation request in the adopted work program year that the project is scheduled to be committed;

(b) Availability of funds as stated in Section 15.00 of this Agreement; Approval of all plans, specifications, contracts or other obligating documents as required by the Department, and all other terms of this Agreement;

(c) Department approval of costs in excess of the approved funding or attributable to actions which have not received the required approval of the Department and all other terms of this Agreement;

(d) Department approval of the project scope and budget (Exhibits A & B) at the time appropriation authority becomes available.

4.20 Front End Funding : Front end funding ☐ is ☒ is not applicable. If applicable, the Department may initially pay 100% of the total allowable incurred project costs up to an amount equal to its total share of participation as shown in paragraph 4.00.

5.00 Project Budget and Payment Provisions:

5.10 The Project Budget: A project budget shall be prepared by the Agency and approved by the Department. The Agency shall maintain said budget, carry out the project and shall incur obligations against project funds only in conformity with the latest approved budget for the project. No budget increase or decrease shall be effective unless it complies with fund participation requirements established in Section 4.00 of this Agreement, or Amendment thereto, and is approved by the Department Comptroller.

5.20 Payment Provisions: Unless otherwise allowed, payment will begin in the year the project or project phase is scheduled in the work program as of the date of the agreement. Payment will be made for actual costs incurred as of the date the invoice is submitted with the final payment due upon receipt of a final invoice. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes. If the Department determines that the performance of the Participant is unsatisfactory, the Department shall notify the Participant of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Participant shall, within five days after notice from the Department, provide the Department with a corrective action plan describing how the Participant will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Participant shall be assessed a non-performance retainage equivalent to 10% of the total invoice amount. The retainage shall be applied to the invoice for the then-current billing period. The retainage shall be withheld until the Participant resolves the deficiency. If the deficiency is subsequently resolved, the Participant may bill the Department for the retained amount during the next billing period. If the Participant is unable to resolve the deficiency, the funds retained may be forfeited at the end of the Agreement's term.

6.00 Accounting Records:

6.10 Establishment and Maintenance of Accounting Records: The Agency shall establish for the project, in conformity with requirements established by Department's program guidelines/procedures and "Principles for State and Local Governments", separate accounts to be maintained within its existing accounting system or establish independent accounts. Such accounts are referred to herein collectively as the "project account". Records of costs incurred under terms of this Agreement shall be maintained in the project account and made available upon request to the Department at all times during the period of this Agreement and for five (5) years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the Project records, together with supporting documents and records, of the Agency and all sub-consultants performing work on the Project and all other records of the Agency and sub-consultants considered necessary by the Department for a proper audit of costs. If any litigation, claim, or audit is started before the expiration of the five (5) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

6.20 Costs Incurred for the Project: The Agency shall charge to the project account all eligible costs of the project. Costs in excess of the latest approved budget or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs.

6.30 Documentation of Project Costs: All costs charged to the project, including any approved services contributed by the Agency or others, shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of the charges.

6.40 Checks, Orders, and Vouchers: Any check or order drawn by the Agency with respect to any item which is or will be chargeable against the project account will be drawn only in accordance with a properly signed voucher then on file in the office of the Agency stating in proper detail the purpose for which such check or order is drawn. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the project shall be clearly identified, readily accessible, and, to the extent feasible, kept separate and apart from all other such documents.

6.50 Audits: The administration of Federal or State resources awarded through the Department to the Agency by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of Federal awards or State financial assistance or limit the authority of any state agency inspector general, the State of Florida Auditor General, or any other state official. The Agency shall comply with all audit and audit reporting requirements as specified below.

Part I Federally Funded:

1. In addition to reviews of audits conducted in accordance with OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014, monitoring procedures may include but not be limited to on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to Federal awards provided through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO) or State of Florida Auditor General.

2. The Agency, a non-Federal entity as defined by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as defined by 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014, as a subrecipient of a Federal award awarded by the Department through this Agreement is subject to the following requirements:

a. In the event the Agency expends a total amount of Federal awards equal to or in excess of the threshold established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014, the Agency must have a Federal single or program-specific audit conducted for such fiscal year in accordance with the provisions of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with the provisions of 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014. **Exhibit** A, B, C and D to this Agreement provides the required Federal award identification information needed by the Agency to further comply with the requirements of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and the requirements of 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014. In determining Federal awards expended in a fiscal year, the Agency must consider all sources of Federal awards based on when the activity related to the Federal award occurs, including the Federal award provided through the Department by this Agreement. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014. An audit conducted by the State of Florida Auditor General in accordance with the provisions of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014, will meet the requirements of this part.

b. In connection with the audit requirements, the Agency shall fulfill the requirements relative to the auditee responsibilities as provided in OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as provided in 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014.

c. In the event the Agency expends less than the threshold established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014, in Federal awards, the Agency is exempt from Federal audit requirements for that fiscal year. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency expends less than the threshold established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014, in Federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014, the cost of the audit must be paid from non-Federal resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than Federal entities).

d. The Agency must electronically submit to the Federal Audit Clearinghouse (FAC) at https://harvester.census.gov/facweb/ the audit reporting package as required by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as required by 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and for audits required by 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014, and this Agreement. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as required by 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014.

e. Upon receipt, and within six months, the Department will review the Agency's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the Federal award provided through the Department by this Agreement. If the Agency fails to have an audit conducted in accordance with OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance.

f. As a condition of receiving this Federal award, the Agency shall permit the Department, or its designee, the CFO or State of Florida Auditor General access to the Agency's records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.

g. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us

Part II State Funded:

1. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Agency's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS) or State of Florida Auditor General.

2. The Agency, a nonstate entity as defined by Section 215.97(2)(m), Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement is subject to the following requirements:

a. In the event the Agency meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency must have a State single or project-specific audit conducted 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** A, B, C and D to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Agency to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Agency shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

b. In connection with the audit requirements, the Agency 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)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

c. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a 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 Agency's resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than State entities).

d. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0405
FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111W Madison Street, Room 401
Tallahassee, FL 32399-1450

e. Any copies of financial reporting packages, reports or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

f. The Agency, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Agency in correspondence accompanying the reporting package.

g. Upon receipt, and within six months, the Department will review the Agency's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Agency fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.

h. As a condition of receiving state financial assistance, the Agency shall permit the Department, or its designee, DFS or the Auditor General access to the Agency's records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.

The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department, or its designee, DFS or State of Florida Auditor General access to such records upon request. The Agency shall ensure that the audit working papers are made available to the Department, or its designee, DFS or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Department.

6.60 Insurance: Execution of this Joint Participation Agreement constitutes a certification that the Agency has and will maintain the ability to repair or replace any project equipment or facilities in the event of loss or damage due to any accident or casualty for the useful life of such equipment or facilities. In the event of the loss of such equipment or facilities, the Agency shall either replace the equipment or facilities or reimburse the Department to the extent of its interest in the lost equipment or facility. The Department may waive or modify this section as appropriate.

7.00 Requisitions and Payments:

7.10 Action by the Agency: In order to obtain any Department funds, the Agency shall file with the Department of Transportation, District One Public Transportation Office 801 North Broadway Avenue, Bartow , FL, 33830 its requisition on a form or forms prescribed by the Department, and any other data pertaining to the project account (as defined in Paragraph 6.10 hereof) to justify and support the payment requisitions.

7.11 The Agency shall provide the following quantifiable, measurable and verifiable units of deliverables as established in Exhibit "A". Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion.

7.12 Invoices for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof, based on the quantifiable, measurable and verifiable units of deliverables as established in Exhibit "A". Deliverables must be received and accepted in writing by the Department's Project Manager prior to payments.

7.13 Supporting documentation must establish that the deliverables were received and accepted in writing by the Department and that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in Section 2.00 and Exhibit "A" has been met.

7.14 Invoices for any travel expenses by the Agency shall be submitted in accordance with Chapter 112.061, F.S., and shall be submitted on the Department's ***Travel Form No. 300-000-06***. The Department may establish rates lower than the maximum provided in Chapter 112.061, F.S.

7.15 For real property acquired, submit;

(a) the date the Agency acquired the real property,

(b) a statement by the Agency certifying that the Agency has acquired said real property, and actual consideration paid for real property.

(c) a statement by the Agency certifying that the appraisal and acquisition of the real property together with any attendant relocation of occupants was accomplished in compliance with all federal laws, rules and procedures required by any federal oversight agency and with all state laws, rules and procedures that may apply to the Agency acquiring the real property.

7.20 The Department's Obligations: Subject to other provisions hereof, the Department will honor such requisitions in amounts and at times deemed by the Department to be proper to ensure the carrying out of the project and payment of the eligible costs. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment on the project if:

7.21 Misrepresentation: The Agency shall have made misrepresentation of a material nature in its application, or any supplement thereto or amendment thereof, or in or with respect to any document or data furnished therewith or pursuant hereto;

7.22 Litigation: There is then pending litigation with respect to the performance by the Agency of any of its duties or obligations which may jeopardize or adversely affect the project, the Agreement, or payments to the project;

7.23 Approval by Department: The Agency shall have taken any action pertaining to the project which, under this agreement, requires the approval of the Department or has made related expenditures or incurred related obligations without having been advised by the Department that same are approved;

7.24 Conflict of Interests: There has been any violation of the conflict of interest provisions contained herein;

7.25 Default: The Agency has been determined by the Department to be in default under any of the provisions of the Agreement; or

7.26 Federal Participation (If Applicable): Any federal agency providing federal financial assistance to the project suspends or terminates federal financial assistance to the project. In the event of suspension or termination of federal financial assistance, the Agency will reimburse the Department for all disallowed costs, including any and all federal financial assistance as detailed in Exhibit "B."

7.30 Disallowed Costs: In determining the amount of the payment, the Department will exclude all projects costs incurred by the Agency prior to the effective date of this Agreement, after the expiration date of this Agreement, costs which are not provided for in the latest approved scope and budget for the project, costs attributable to goods or services received under a contract or other arrangements which have not been approved by the Department, and costs invoiced prior to receipt of annual notification of fund availability.

7.40 Payment Offset: If, after project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this agreement, the Department may offset such amount from payments due for work or services done under any public transportation joint participation agreement which it has with the Agency owing such amount if, upon demand, payment of the amount is not made within sixty (60) days to the Department. Offsetting amounts shall not be considered a breach of contract by the Department.

8.00 Termination or Suspension of Project:

8.10 Termination or Suspension Generally: If the Agency abandons or, before completion, finally discontinues the project; or if, by reason of any of the events or conditions set forth in Sections 7.21 to 7.26 inclusive, or for any other reason, the commencement, prosecution, or timely completion of the project by the Agency is rendered improbable, infeasible, impossible, or illegal, the Department will, by written notice to the Agency, suspend any or all of its obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected, or the Department may terminate any or all of its obligations under this Agreement.

8.11 Action Subsequent to Notice of Termination or Suspension. Upon receipt of any final termination or suspension notice under this paragraph, the Agency shall proceed promptly to carry out the actions required therein which may include any or all of the following: (1) necessary action to terminate or suspend, as the case may be, project activities and contracts and such other action as may be required or desirable to keep to the minimum the costs upon the basis of which the financing is to be computed; (2) furnish a statement of the project activities and contracts, and other undertakings the cost of which are otherwise includable as project costs; and (3) remit to the Department such portion of the financing and any advance payment previously received as is determined by the Department to be due under the provisions of the Agreement. The termination or suspension shall be carried out in conformity with the latest schedule, plan, and budget as approved by the Department or upon the basis of terms and conditions imposed by the Department upon the failure of the Agency to furnish the schedule, plan, and budget within a reasonable time. The approval of a remittance by the Agency or the closing out of federal financial participation in the project shall not constitute a waiver of any claim which the Department may otherwise have arising out of this Agreement.

8.12 The Department reserves the right to unilaterally cancel this Agreement for refusal by the contractor or Agency to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, F.S. and made or received in conjunction with this Agreement.

9.00 Audit and Inspection: The Agency shall permit, and shall require its contractors to permit, the Department's authorized representatives to inspect all work, materials, payrolls, records; and to audit the books, records and accounts pertaining to the financing and development of the project.

10.00 Contracts of the Agency:

10.10 Third Party Agreements: The Department specifically reserves the right to review and approve any and all third party contracts with respect to the Project before the Agency executes or obligates itself in any manner requiring the disbursement of Department funds, including consultant, purchase of commodities contracts or amendments thereto. If the Department chooses to review and approve third party contracts for this Project and the Agency fails to obtain such approval, that shall be sufficient cause for nonpayment by the Department as provided in Section 7.23. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same. If Federal Transit Administration (FTA) funds are used in the project, the Department must exercise the right to third party contract review.

10.20 Procurement of Personal Property and Services:

10.21 Compliance with Consultants' Competitive Negotiation Act: It is understood and agreed by the parties hereto that participation by the Department in a project with an Agency, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Agency complying in full with provisions of Chapter 287.055, F.S., Consultants' Competitive Negotiation Act. At the discretion of the Department, the Agency will involve the Department in the Consultant Selection Process for all contracts. In all cases, the Agency's Attorney shall certify to the Department that selection has been accomplished in compliance with Chapter 287.055, F.S., the Consultants' Competitive Negotiation Act.

10.22 Procurement of Commodities or Contractual Services: It is understood and agreed by the parties hereto that participation by the Department in a project with an Agency, where said project involves the purchase of commodities or contractual services or the purchasing of capital equipment or the constructing and equipping of facilities, which includes engineering, design, and/or construction activities, where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Chapter 287.017 F.S., is contingent on the Agency complying in full with the provisions of Chapter 287.057 F.S. The Agency's Attorney shall certify to the Department that the purchase of commodities or contractual services has been accomplished in compliance with Chapter 287.057 F.S. It shall be the sole responsibility of the Agency to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in Exhibit "B", or that is not consistent with the project description and scope of services contained in Exhibit "A" must be approved by the Department prior to Agency execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department as provided in Section 7.23.

10.30 Disadvantaged Business Enterprise (DBE) Policy:

10.31 DBE Policy: The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 *et seq.*)

10.40 The Agency agrees to report any reasonable cause notice of noncompliance based on 49 CFR Part 26 filed under this section to the Department within 30 days of receipt by the Agency.

11.00 Restrictions, Prohibitions, Controls, and Labor Provisions:

11.10 Equal Employment Opportunity: In connection with the carrying out of any project, the Agency shall not discriminate against any employee or applicant for employment because of race, age, creed, color, sex or national origin. The Agency will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, age, creed, color, sex, or national origin. Such action shall include, but not be limited to, the following: Employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Agency shall insert the foregoing provision modified only to show the particular contractual relationship in all its contracts in connection with the development or operation of the project, except contracts for standard commercial supplies or raw materials, and shall require all such contractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. When the project involves installation, construction, demolition, removal, site improvement, or similar work, the Agency shall post, in conspicuous places available to employees and applicants for employment for project work, notices to be provided by the Department setting forth the provisions of the nondiscrimination clause.

11.20 Title VI - Civil Rights Act of 1964: Execution of this Joint Participation Agreement constitutes a certification that the Agency will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d, et. seq.), the Regulations of the Federal Department of Transportation issued thereunder, and the assurance by the Agency pursuant thereto.

11.30 Title VIII - Civil Rights Act of 1968: Execution of this Joint Participation Agreement constitutes a certification that the Agency will comply with all the requirements imposed by Title VIII of the Civil Rights Act of 1968, 42 USC 3601,et seq., which among other things, prohibits discrimination in employment on the basis of race, color, national origin, creed, sex, and age.

11.40 Americans with Disabilities Act of 1990 (ADA): Execution of this Joint Participation Agreement constitutes a certification that the Agency will comply with all the requirements imposed by the ADA (42 U.S.C. 12102, et. seq.), the regulations of the federal government issued thereunder, and the assurance by the Agency pursuant thereto.

11.50 Prohibited Interests: The Agency shall not enter into a contract or arrangement in connection with the project or any property included or planned to be included in the project, with any officer, director or employee of the Agency, or any business entity of which the officer, director or employee or the officer's, director's or employee's spouse or child is an officer, partner, director, or proprietor or in which such officer, director or employee or the officer's, director's or employee's spouse or child, or any combination of them, has a material interest.

"Material Interest" means direct or indirect ownership of more than 5 percent of the total assets or capital stock of any business entity.

The Agency shall not enter into any contract or arrangement in connection with the project or any property included or planned to be included in the project, with any person or entity who was represented before the Agency by any person who at any time during the immediately preceding two years was an officer, director or employee of the Agency.

The provisions of this subsection shall not be applicable to any agreement between the Agency and its fiscal depositories, any agreement for utility services the rates for which are fixed or controlled by the government, or any agreement between the Agency and an agency of state government.

11.60 Interest of Members of, or Delegates to, Congress: No member or delegate to the Congress of the United States, or the State of Florida legislature, shall be admitted to any share or part of the Agreement or any benefit arising therefrom.

12.00 Miscellaneous Provisions:

12.10 Environmental Regulations: Execution of this Joint Participation Agreement constitutes a certification by theAgency that the project will be carried out in conformance with all applicable environmental regulations including the securing of any applicable permits. The Agency will be solely responsible for any liability in the event of non-compliance with applicable environmental regulations, including the securing of any applicable permits, and will reimburse the Department for any loss incurred in connection therewith.

12.20 Department Not Obligated to Third Parties: The Department shall not be obligated or liable hereunder to any party other than the Agency.

12.30 When Rights and Remedies Not Waived: In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist, on the part of the Agency, and the making of such payment by the Department while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

12.40 How Agreement Is Affected by Provisions Being Held Invalid: If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance the remainder would then continue to conform to the terms and requirements of applicable law.

12.50 Bonus or Commission: By execution of the Agreement the Agency represents that it has not paid and, also, agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

12.60 State or Territorial Law: Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision thereof, perform any other act or do any other thing in contravention of any applicable State law: Provided, that if any of the provisions of the Agreement violate any applicable State law, the Agency will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the project.

12.70 Use and Maintenance of Project Facilities and Equipment: The Agency agrees that the project facilities and equipment will be used by the Agency to provide or support public transportation for the period of the useful life of such facilities and equipment as determined in accordance with general accounting principles and approved by the Department. The Agency further agrees to maintain the project facilities and equipment in good working order for the useful life of said facilities or equipment.

12.71 Property Records: The Agency agrees to maintain property records, conduct physical inventories and develop control systems as required by 49 CFR Part 18, when applicable.

12.80 Disposal of Project Facilities or Equipment: If the Agency disposes of any project facility or equipment during its useful life for any purpose except its replacement with like facility or equipment for public transportation use, the Agency will comply with the terms of 49 CFR Part 18 relating to property management standards. The Agency agrees to remit to the Department a proportional amount of the proceeds from the disposal of the facility or equipment. Said proportional amount shall be determined on the basis of the ratio of the Department financing of the facility or equipment as provided in this Agreement.

12.90 Contractual Indemnity: To the extent provided by law, the Agency shall indemnify, defend, and hold harmless the Department and all of its officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by the Agency, its agents, or employees, during the performance of the Agreement, except that neither the Agency, its agents, or its employees will be liable under this paragraph for any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by the Department or any of its officers, agents, or employees during the performance of the Agreement.

When the Department receives a notice of claim for damages that may have been caused by the Agency in the performance of services required under this Agreement, the Department will immediately forward the claim to the Agency. The Agency and the Department 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 Department will determine whether to require the participation of the Agency in the defense of the claim or to require that the Agency defend the Department in such claim as described in this section. The Department's failure to promptly notify the Agency of a claim shall not act as a waiver of any right herein to require the participation in or defense of the claim by Agency. The Department and the Agency will each pay its own expenses 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 expenses at trial.

13.00 Plans and Specifications: In the event that this Agreement involves the purchasing of capital equipment or the constructing and equipping of facilities, where plans and specifications have been developed, the Agency shall provide an Engineer's Certification that certifies project compliance as listed below, or in Exhibit "C" if applicable. For the plans, specifications, construction contract documents, and any and all other engineering, construction, and contractual documents produced by the Engineer, hereinafter collectively referred to as "plans", the Agency will certify that:

a. All plans comply with federal, state, and professional standards as well as minimum standards established by the Department as applicable;

b. The plans were developed in accordance with sound engineering and design principles, and with generally accepted professional standards;

c. The plans are consistent with the intent of the project as defined in Exhibits "A" and "B" of this Agreement as well as the Scope of Services; and

d. The plans comply with all applicable laws, ordinances, zoning and permitting requirements, public notice requirements, and other similar regulations.

Notwithstanding the provisions of this paragraph, the Agency, upon request by the Department, shall provide plans and specifications to the Department for review and approvals.

14.00 Project Completion, Agency Certification: The Agency will certify in writing on or attached to the final invoice, that the project was completed in accordance with applicable plans and specifications, is in place on the Agency facility, that adequate title is in the Agency and that the project is accepted by the Agency as suitable for the intended purpose.

15.00 Appropriation of Funds:

15.10 The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature.

15.20 Multi-Year Commitment: In the event this Agreement is in excess of $25,000 and has a term for a period of more than one year, the provisions of Chapter 339.135(6)(a), F.S., are hereby incorporated: "(a) The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of 25,000 dollars and which have a term for a period of more than 1 year."

16.00 Expiration of Agreement: The Agency agrees to complete the project on or before 6/30/2020 . If the Agency does not complete the project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the Modal Development Administrator . Expiration of this Agreement will be considered termination of the project and the procedure established in Section 8.00 of this Agreement shall be initiated.

16.10 Final Invoice: The Agency must submit the final invoice on this project to the Department within 120 days after the expiration of this Agreement.

17.00 Agreement Format: All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

18.00 Execution of Agreement: This Agreement may be simultaneously executed in a minimum of two counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one in the same instrument.

19.00 Restrictions on Lobbying:

19.10 Federal: The Agency agrees that no federal appropriated funds have been paid or will be paid by or on behalf of the Agency, to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

If any funds other than federal appropriated funds have been paid by the Agency to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Joint Participation Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The Agency shall require that the language of this section be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

19.20 State: No funds received pursuant to this contract may be expended for lobbying the Legislature or a state agency.

20.00 Vendors Rights: Vendors (in this document identified as Agency) providing goods and services to the Department should be aware of the following time frames. Upon receipt, the Department has five (5) working days to inspect and approve the goods and services unless the bid specifications, purchase order or contract specifies otherwise. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.

If a payment is not available within 40 days after receipt of the invoice and receipt, inspection and approval of goods and services, a separate interest penalty in accordance with Section 215.422(3)(b), F.S. will be due and payable, in addition to the invoice amount to the Agency. The interest penalty provision applies after a 35 day time period to health care providers, as defined by rule. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices which have to be returned to an Agency because of vendor preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from the Department. The Vendor Ombudsman may be contacted at (850) 413-5516 or by calling the Division of Consumer Services at 1-877-693-5236.

21.00 Public Entity Crime: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017, F.S. for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

22.00 Discrimination: An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

23.00 E-Verify:

Vendors/Contractors:

1. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Contractor during the term of the contract; and

2. shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

24.00 Inspector General Cooperation:

The contractor/consultant/vendor agrees to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.

IN WITNESS WHEREOF, the parties hereto have caused these presents be executed, the day and year first above written.

AGENCY	FDOT
City of Lake Wales AGENCY NAME	DEPARTMENT OF TRANSPORTATION
SIGNATORY (PRINTED OR TYPED)	Chris Smith TITLE Director of Transportation Development
SIGNATURE	LEGAL REVIEW DEPARTMENT OF TRANSPORTATION
TITLE	See attached Encumbrance Form for date of Funding Approval by Comptroller

JLV
10/23/16

EXHIBIT "A"
PROJECT DESCRIPTION AND RESPONSIBILITIES

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida, Department of Transportation and the City of Lake Wales 201 Central Avenue West, Lake Wales, Florida 33853referenced by the above Financial Project Number.

PROJECT LOCATION: Lake Wales Municipal Airport

PROJECT DESCRIPTION: ***Rehabilitate Eastern Portion of Taxiway Alpha and Relocate/Extend Taxiway Bravo North Segment (from Taxiway Alpha to Runway 17 End) and South Segment (from Taxiway Alpha to Runway 17 End)***

SPECIAL CONSIDERATIONS BY AGENCY:

The audit report(s) required in paragraph 6.50 of the Agreement shall include a schedule of project assistance that will reflect the Department's contract number, Financial Project Number and the Federal Identification number, where applicable and the amount of state funding action (receipt and disbursement of funds) and any federal or local funding action and the funding action from any other source with respect to the project.

The plans and specifications review required in paragraph 13.00 of the Agreement shall include an Engineer Certification and compliance with Department requirements as outlined in Exhibit "C".

COMPLIANCE WITH LAWS

The Vendor shall 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 Vendor in conjunction with this Agreement. Specifically, if the Vendor is acting on behalf of a public agency the Vendor shall:

(1) Keep and maintain public records that ordinarily and necessarily would be required by the Department in order to perform the services being performed by the Vendor.

(2) Provide the public with access to public records on the same terms and conditions that the Department would provide the records and at a cost that does not exceed the cost provided in chapter 119, Florida Statutes, or as otherwise provided by law.

(3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(4) Meet all requirements for retaining public records and transfer, at no cost, to the Department all public records in possession of the Vendor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public

records disclosure requirements. All records stored electronically must be provided to the Department in a format that is compatible with the information technology systems of the Department.

Failure by the Vendor to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the Department. The Vendor shall promptly provide the Department with a copy of any request to inspect or copy public records in possession of the Vendor and shall promptly provide the Department a copy of the Vendor's response to each such request.

SPECIAL CONSIDERATIONS BY DEPARTMENT:

Effective July 1, 2010, Section 215.971 of the Florida Statutes, requires agreements with the State to contain a scope of work that clearly establishes quantifiable and measurable deliverables. Each deliverable must specify the required level of service to be performed and the Department's criteria for evaluating successful completion. The items must be submitted and approved through the Florida Aviation Database http://www.florida-aviation-database.com/ filed under the appropriate Financial Management (FM) number to meet the deliverable requirements. The deliverables must be received and accepted by the Department prior to the payment of services. The Department of Financial Services Internet link below provides guidance on clear and comprehensive scopes and deliverables development. The scope of work and deliverables are specifically addressed in chapter 3:

http://www.myfloridacfo.com/aadir/docs/ContractandGrantManagementUserGuide.pdf

Phased Airport Project: An Aviation Development Project already under a Joint Participation Agreement (JPA), where additional funding may be allocated or project funding shares revised by the Department in subsequent fiscal years or Work Program Development cycles up to the allowed maximum Department share for the final project cost.

Narrative This project will rehabilitate the eastern portion of Taxiway Alpha and relocate/extend Taxiway Bravo at the Runway 17 end.

Justification The eastern portion (2,525' x 50') of Taxiway Alpha (east of Runway 17-35) is in need of rehabilitation. Currently the pavement has a rating of FAIR in the FDOT Statewide Airfield Pavement Management Report.

At present, Taxiway Bravo does not have the appropriate clearance from the T-Hangars found just east of the Runway 17 end to allow for the uncompromised passage of Group II aircraft. This project calls for the relocation of the existing taxiway stub serving these hangars and the

Runway 17 end to be relocated 24 feet to the East and then extended southward to the Runway 17 end.

Design Phase

1. The Agency must submit a signed copy of an agreement between the Agency and its third-party consultant, incorporating the scope of services and schedule of values which have been approved by the Department. The scope of services must include or incorporate by reference a schedule of values that will be used to approve payments to the third-party consultant. The scope of services and schedule of values must be approved in writing by the Department before the Agency enters into an agreement with its third-party consultant. The schedule of values shall be a complete and detailed itemization describing each subcategory of work and related pay items and their associated total value, quantity, unit of measurement and unit price/cost. The consultant should invoice the Agency on a regular basis using the approved schedule of values and one of the following methods:
   a. Percentage Completed. For this method the consultant's invoice should list a detailed description of each task in the approved scope of services and schedule of values, the dollar value amount for the item, the percentage competed for the item, and the dollar value for the percentage completed.
   b. Completed Tasks. For this method the consultant's invoice should list a detailed description of each task in the approved scope of services and schedule of values, the dollar value amount for each item, indicate which task have been completed, and the dollar value for each task completed.

2. The Agency shall sign each invoice submitted to the Department and certify thereon that the Agency has verified that the percentages of and/or task completions are correct and that the amounts indicated on the invoice are correct.

3. Any change(s) to the approved scope of services or schedule of values will require a change order approved by the Department, and signed by the Agency and the third-party consultant. Invoices incorporating unapproved changes cannot be submitted by the Agency or paid by the Department. Invoices submitted to the Department with any unapproved charges will be rejected by the Department.

Construction Phase

4. The Agency must submit a signed copy of an agreement between the Agency and its contractor, incorporating the scope of services and schedule of values which have been approved by the Department. The scope of services must include or incorporate by reference a schedule of values that will be used to approve payments to the contractor. The scope of services and schedule of values must be approved in writing by the Department before the Agency enters into an agreement with its contractor. The schedule of values shall be a complete and detailed itemization describing each subcategory of work and related pay items and their associated total value, quantity, unit of measurement and unit price/cost. The contractor should invoice the Agency on a regular basis using the approved schedule of values and one of the following methods:
   a. Percentage Completed. For this method the contractor's invoice should list a detailed description of each task in the approved scope of services and schedule of values, the dollar value amount for the item, the percentage competed for the item, and the dollar value for the percentage completed.
   b. Completed Tasks. For this method the contractor's invoice should list a detailed description of each task in the approved scope of services and schedule of values, the dollar value amount for each item, indicate which task have been completed, and the dollar value for each task completed.

5. The contractor should submit their pay request to the Agency's project inspector for approval using the standard "Application and Certificate for Payment" form. The Agency's project inspector will review and approve the contractor's pay request certifying the percentage of completion and/or quantities are correct.

6. The Agency shall sign each invoice submitted to the Department and certify thereon that the Agency has verified that the percentages of and/or task completions are correct and that the amounts indicated on the invoice are correct.

7. Any change(s) to the approved scope of services or schedule of values will require a change order approved by the Department, and signed by the Agency and the contractor. Invoices incorporating unapproved changes cannot be submitted by the Agency or paid by the Department. Invoices submitted to the Department with any unapproved charges will be rejected by the Department.

EXHIBIT "B"
PROJECT BUDGET
(Phased Airport Project)

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida, Department of Transportation and the City of Lake Wales 201 Central Avenue West, Lake Wales, Florida 33853 referenced by the above Financial Project Number.

Expiration Date: June 30, 2020

Project funds are programmed in the Department's Work Program in the following fiscal year(s):

	FY 2017
Federal Funding (FAA)	$150,000.00
State Funding (DDR)	$ 71,135.00
Local Funding (LF)	$ 23,135.00

	FY 2018
Federal Funding (FAA)	$1,548,000.00
Local Funding (LF)	$1,101,000.00

Total $2,893,270.00

Project years may be advanced or deferred subject to Legislative appropriation or availability of funds.

State funds programmed on this project must be expended by the expiration date and an invoice for their reimbursement to the agency submitted to the Department within 120 days of the expiration date.

Funds that become five years old prior to the expiration of the agreement will not be retained in the Departments Work Program. Any expenditures not invoiced for reimbursement prior to June 30th of the fifth year of such funds will be forfeited by the agency.

It is expected that work will begin within 90 days of the execution date of this agreement and invoicing shall occur at a minimum of every 12 months or the project funds will be subject to deletion.

EXHIBIT "C"
AVIATION PROJECT REQUIREMENTS & PROGRAM ASSURANCES

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida, Department of Transportation and the City of Lake Wales 201 Central Avenue West, Lake Wales, Florida 33853 referenced by the above Financial Project Number.

A. General

1. The assurances herein shall form an integral part of the Joint Participation Agreement (Agreement) between the State of Florida, Department of Transportation (Department) and the airport sponsor, whether county or municipal government body or special district, such as an Airport Authority (herein, collectively referred to as "Agency").

2. These assurances delineate the obligations of the parties to this Agreement to ensure their commitment and compliance with specific provisions of Exhibit A, "Project Description and responsibilities" and Exhibit B, "Project Budget", as well as serving to protect public investment in public-use airports and the continued viability of the Florida Aviation System.

3. The Agency shall comply with the assurances as specified in this Agreement.

4. The terms and assurances of this Agreement shall remain in full force and effect throughout the useful life of a facility developed; equipment acquired; or project items installed within a facility for an airport development or noise compatibility program project, but shall not exceed 20 years from the effective date of this Agreement.

5. There shall be no limit on the duration on the terms and assurances of this Agreement regarding Exclusive Rights and Airport Revenue so long as the property is used as a public airport.

6. There shall be no limit on the duration of the terms and assurances of this Agreement with respect to real property acquired with funds provided by the State of Florida.

7. Subject to appropriations, the Department shall continue to comply with its financial commitment to this project under the terms of this Agreement, until such time as the Department may determine that the Agency has failed to comply with the terms of the Agreement and/or these assurances.

8. An Agency that has been determined by the Department to have failed to comply with the terms of the Agreement and/or these assurances shall be notified, in writing, by the Department, identifying the specifics of the non-compliance and any corrective action by the Agency to remedy the failure.

9. Failure by the Agency to satisfactorily remedy the non-compliance shall absolve the Department's continued financial commitment to this project and immediately require the Agency to repay the Department the full amount of funds expended by the Department on this project.

10. Any history of failure to comply with the terms of an Agreement and/or assurances will jeopardize the Agency's eligibility for further state funding of airport projects by the Department.

B. Agency Compliance Certification

1. **General Certification:** The Agency hereby certifies, with respect to this project, it will comply, within its authority, with all applicable, current laws and rules of the State of Florida and local government, as well as Department policies, guidelines, and requirements, including but not limited to the following:

a. **Florida Statutes (F.S.)**

- Chapter 163, F.S., Local Government Comprehensive Planning and Land Development
- Chapter 329, F.S., Aircraft: Title; Liens; Registration; Liens
- Chapter 330, F.S., Regulation of Aircraft, Pilots, and Airports
- Chapter 331, F.S., Aviation and Aerospace Facilities and Commerce
- Chapter 332, F.S., Airports and Other Air Navigation Facilities
- Chapter 333, F.S., Airport Zoning

b. **Florida Administrative Code (FAC)**

- Chapter 9J-5, FAC, Review of Comprehensive Plans and Determination of Compliance
- Chapter 14-60, FAC, Airport Licensing, Registration, and Airspace Protection
- Section 62-256.300(5) FAC, Open Burning, Prohibitions, Public Airports
- Section 62-701.320(13), FAC, Solid Waste Management, Permitting, Airport Safety

c. **Local Government Requirements**

- Airport Zoning Ordinance

- Local Comprehensive Plan

d. **Department Requirements**

- Eight Steps to Building a New Airport
- Florida Airport Financial Resource Guide
- Florida Aviation Project Handbook
- Guidebook for Airport Master Planning
- Guidelines for Plan Development

2. **Construction Certification:** The Agency hereby certifies, with respect to a construction-related project, that all design plans and specifications will comply with applicable federal, state, local, and professional standards, as well as Federal Aviation Administration (FAA) Advisory Circulars (AC's) and FAA issued waivers thereto, including but not limited to the following:

a. **Federal Requirements**

- FAA AC 70/7460-1, Obstruction Marking and Lighting
- FAA AC 150/5300-13, Airport Design

b. **Local Government Requirements**

- Local Building Codes
- Local Zoning Codes

c. **Department Requirements**

- Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (Commonly Referred to as the "Florida Green Book")
- Manual on Uniform Traffic Control Devices
- Section 14-60.007, Florida Administrative Code, "Airfield Standards for Licensed Airports"
- Standard Specifications for Construction of General Aviation Airports

3. **Land Acquisition Certification:** The Agency hereby certifies, regarding land acquisition, that it will comply with applicable federal and state policies, regulations, and laws, including but not limited to the following:

a. **Federal Requirements**

- Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970
- National Environmental Policy of 1969
- FAA Order 5050.4, National Environmental Policy Act Implementing Instructions for Airport Projects
- FAA Order 5100.37B, Land Acquisition and Relocation Assistance for Airport Projects

b. **Florida Requirements**

- Chapter 73, F.S., Eminent Domain (re: Property Acquired Through Condemnation)
- Chapter 74, F.S., Proceedings Supplemental to Eminent Domain (re: Condemnation)
- Section 286.23, F.S., Public Business: Miscellaneous Provisions

C. Agency Authority

1. **Legal Authority:** The Agency hereby certifies, with respect to this project Agreement, that it has the legal authority to enter into this Agreement and commit to this project; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the airport sponsor's governing body authorizing this Agreement, including assurances contained therein, and directing and authorizing the person identified as the official representative of the governing body to act on its behalf with respect to this Agreement and to provide any additional information as may be required.

2. **Financial Authority:** The Agency hereby certifies, with respect to this project Agreement, that it has sufficient funds available for that portion of the project costs which are not paid by the U.S. Government or the State of Florida; that it has sufficient funds available to assure future operation and maintenance of items funded by this project, which it will control; and that authority has been granted by the airport sponsor governing body to commit those funds to this project.

D. Agency Responsibilities

The Agency hereby certifies it currently complies with or will comply with the following responsibilities:

1. **Accounting System**

a. The Agency shall create and maintain a separate account to document all of the financial transactions related to the airport as a distinct entity.

b. The accounting records shall be kept by the Agency or its authorized representative in accordance with Generally Accepted Accounting Principles and in an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.

c. The Department has the right to audit and inspect all financial records of the airport upon reasonable notice.

2. **Good Title**

a. The Agency holds good title, satisfactory to the Department, to the airport or site thereof, or gives assurance, satisfactory to the Department, that good title will be obtained.

b. For noise compatibility program projects undertaken on the airport sponsor's property, the Agency holds good title, satisfactory to the Department, to that portion of the property upon which state funds will be expended, or gives assurance, satisfactory to the Department, that good title will be obtained.

3. **Preserving Rights and Powers**

a. The Agency will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms and assurances of this Agreement without the written approval of the Department. Further, it will act promptly to acquire, extinguish, or modify, in a manner acceptable to the Department, any outstanding rights or claims of right of others which would interfere with such performance by the Agency.

b. If an arrangement is made for management and operation of the airport by any entity or person other than the Agency or an employee of the Agency, the Agency will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with the terms and assurances of this Agreement.

4. **Hazard Removal and Mitigation**

a. For airport hazards located on airport controlled property, the Agency will clear and protect terminal airspace required for instrument and visual operations at the airport (including established minimum flight altitudes) by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

b. For airport hazards not located on airport controlled property, the Agency will work in conjunction with the governing public authority or private land owner of the property to clear and protect terminal airspace required for instrument and visual operations at the airport (including established minimum flight altitudes) by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards. The Agency may enter

into an agreement with surrounding property owners or pursue available legal remedies to remove potential hazards to air navigation.

5. **Airport Compatible Land Use**

a. The Agency assures that appropriate airport zoning ordinances are in place consistent with Section 333.03, F.S., "Airport Zoning", or if not in place, that it will take appropriate action necessary to ensure local government adoption of an airport zoning ordinance or interlocal agreement with another local government body having an airport zoning ordinance, consistent with the provisions of Section 333.03, F.S.

b. The Agency assures that it will disapprove or oppose any attempted alteration or creation of objects, natural or man-made, dangerous to navigable airspace or that would adversely affect the current or future levels of airport operations.

c. The Agency assures that it will disapprove or oppose any attempted change in local land use development regulations that would adversely affect the current or future levels of airport operations by creation or expansion of airport incompatible land use areas.

6. **Consistency with Local Government Plans**

a. The Agency assures the project is consistent with the currently existing and planned future land use development plans approved by the local government having jurisdictional responsibility for the area surrounding the airport.

b. The Agency assures that it has given fair consideration to the interest of local communities and has had reasonable consultation with those parties affected by the project.

c. The Agency will consider and take appropriate actions, if deemed warranted, to adopt the current, approved Airport Master Plan into the local government comprehensive plan.

7. **Consistency with Airport Master Plan and Airport Layout Plan**

a. The Agency assures that any project, covered by the terms and assurances of this Agreement, is consistent with the current, approved Airport Master Plan.

b. The Agency assures that this project, covered by the terms and assurances of this Agreement, is consistent with the current, approved Airport Layout Plan (ALP), which shows:

(1) The boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the Agency for airport purposes and proposed additions thereto;

(2) The location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars, and

roads), including all proposed extensions and reductions of existing airport facilities; and

(3) The location of all existing and proposed non-aviation areas on airport property and of all existing improvements thereon.

c. The Agency assures that it will not make or permit any changes or alterations on the airport or any of its facilities that are not consistent with the Airport Master Plan and the Airport Layout Plan, as approved by the Department.

d. Original Airport Master Plans and Airport Layout Plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Department.

8. **Airport Financial Plan**

a. The Agency assures that it will develop and maintain a cost-feasible financial plan to accomplish the projects necessary to achieve the proposed airport improvements identified in the Airport Master Plan and depicted in the Airport Layout Plan, and any updates thereto.

(1) The financial plan shall be a part of the Airport Master Plan.

(2) The financial plan shall realistically assess project phasing considering availability of state and local funding and likelihood of federal funding under the FAA's priority system.

(3) The financial plan shall not include Department funding for projects which are inconsistent with the local government comprehensive plan.

b. All project cost estimates contained in the financial plan shall be entered into and kept current in the Joint Automated Capital Improvement Program (JACIP) online website.

9. **Airport Revenue**

The Agency assures that all revenue generated by the airport will be expended for capital improvement or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the air transportation of passengers or property, or for environmental or noise mitigation purposes on or off the airport.

10. **Fee and Rental Structure**

a. The Agency assures that it will maintain a fee and rental structure for facilities and services at the airport that will make the airport as self-sustaining as possible under the circumstances existing at the particular airport.

b. If this Agreement results in a facility that will be leased or otherwise produce revenue, the Agency assures that the price charged for that facility will be based on the fair market value.

c. The Agency assures that property or facility leases for aeronautical purposes shall not exceed a period of 30 years.

11. **Public-Private Partnership for Aeronautical Uses**

a. If the airport owner or operator and a person or entity that owns an aircraft or an airport tenant or potential tenant agree that an aircraft hangar or tenant-specific facility, respectively, is to be constructed on airport property for aircraft storage or tenant use at the expense of the aircraft owner or tenant, the airport owner or operator may grant to the aircraft owner or tenant of the facility a lease that is subject to such terms and conditions on the facility as the airport owner or operator may impose, subject to approval by the Department.

b. Duration of the terms or conditions in Section D11a shall not exceed a period of 30 years.

12. **Economic Nondiscrimination**

a. The Agency assures that it will make the airport available as an airport for public use on reasonable terms without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public.

(1) The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

(2) The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

b. The Agency assures that each airport Fixed-Based Operator (FBO) shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other FBOs making the same or similar uses of such airport and utilizing the same or similar facilities.

13. **Air and Water Quality Standards**

The Agency assures that in projects involving airport location, major runway extension, or runway location that the project will be located, designed, constructed, and operated so as to comply with applicable air and water quality standards.

14. **Operations and Maintenance**

a. The Agency assures that the airport and all facilities, which are necessary to serve the aeronautical users of the airport, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or

prescribed by applicable federal and state agencies for maintenance and operation, as well as minimum standards established by the Department for State of Florida licensing as a public-use airport.

(1) The Agency assures that it will not cause or permit any activity or action thereon which would interfere with its use for airport purposes.

(2) Except in emergency situations, any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Department.

(3) The Agency assures that it will have arrangements for promptly notifying airmen of any condition affecting aeronautical use of the airport.

b. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when adverse weather conditions interfere with safe airport operations.

15. **Federal Funding Eligibility**

a. The Agency assures it will take appropriate actions to maintain federal funding eligibility for the airport and it will avoid any action that renders the airport ineligible for federal funding.

b. Ineligibility for federal funding of airport projects will render the Agency ineligible for state funding of airport projects.

16. **Project Implementation**

a. The Agency assures that it will begin making expenditures or incurring obligations pertaining to this airport project within one year after the effective date of this Agreement.

b. The Agency may request a one-year extension of this one-year time period, subject to approval by the Department District Secretary or designee.

c. Failure of the Agency to make expenditures, incur obligations or receive an approved extension may allow the Department to terminate this Agreement.

17. **Exclusive Rights**

The Agency assures that it will not permit any exclusive right for use of the airport by any person providing, or intending to provide, aeronautical services to the public.

18. **Airfield Access**

a. The Agency assures that it will not grant or allow general easement or public access that opens onto or crosses the airport runways, taxiways, flight line, passenger facilities, or any area used for emergency equipment, fuel, supplies, passengers, mail and freight, radar, communications, utilities, and landing systems, including but not limited to flight

operations, ground services, emergency services, terminal facilities, maintenance, repair, or storage, except for those normal airport providers responsible for standard airport daily services or during special events at the airport open to the public with limited and controlled access.

b. The Agency assures that it will not grant or allow general easement or public access to any portion of the airfield from adjacent real property which is not owned, operated, or otherwise controlled by the Agency without prior Department approval.

19. **Retention of Rights and Interests**

The agency will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the real property shown as airport owned or controlled on the current airport layout plan without prior written approval by the Department. It will not sell, lease, encumber, terminate, waive, or otherwise transfer or dispose of any part of its title, rights, or other interest in existing noise easements or avigation easements on any property, airport or non airport, without prior written approval by the Department. These assurances shall not limit the Agency's right to lease airport property for airport-compatible purposes.

20. **Consultant, Contractor, Scope, and Costs**

a. The Department has the right to disapprove the Agency's employment of consultants, contractors, and subcontractors for all or any part of this project if the specific consultants, contractors, or subcontractors have a record of poor project performance with the Department.

b. Further, the Department maintains the right to disapprove the proposed project scope and cost of professional services.

21. **Planning Projects**

If this project involves planning or other aviation studies, the Agency assures that it will:

a. Execute the project per the approved project narrative or with approved modifications.

b. Furnish the Department with such periodic project and work activity reports as indicated in the approved scope of services.

c. Make such material available for public review, unless exempt from public disclosure.

(1) Information related to airport security is considered restricted information and is exempt from public dissemination per Sections 119.071(3) and 331.22 Florida Statutes.

(2) No material prepared under this Agreement shall be subject to copyright in the United States or any other country.

d. Grant the Department unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this Agreement.

e. If the project involves developing an Airport Master Plan or an Airport Layout Plan, and any updates thereto, it will be consistent with provisions of the Florida Aviation System Plan, will identify reasonable future growth of the airport and the Agency will comply with the Department airport master planning guidebook, including:

(1) Provide copies, in electronic and editable format, of final project materials to the Department, including computer-aided drafting (CAD) files of the Airport Layout Plan.

(2) Develop a cost-feasible financial plan, approved by the Department, to accomplish the projects described in the Airport Master Plan or depicted in the Airport Layout Plan, and any updates thereto. The cost-feasible financial plan shall realistically assess project phasing considering availability of state and local funding and federal funding under the FAA's priority system.

(3) Enter all projects contained in the cost-feasible plan in the Joint Automated Capital Improvement Program (JACIP).

f. The Agency understands and agrees that Department approval of this project Agreement or any planning material developed as part of this Agreement does not constitute or imply any assurance or commitment on the part of the Department to approve any pending or future application for state aviation funding.

g. The Agency will submit master planning draft and final deliverables for Department and, if required, FAA approval prior to submitting any invoices to the Department for payment.

h. The Department may extend the 5-day requirement for the approval and inspection of goods and services to allow for adequate time for review (reference Section 215.422(1), F.S.).

22. **Land Acquisition Projects**

If this project involves the purchase of real property, the Agency assures that it will:

a. **Laws:** Acquire the land in accordance with federal and state laws governing such action.

b. **Administration:** Maintain direct control of project administration, including:

(1) Maintain responsibility for all related contract letting and administrative procedures.

(2) Secure written Department approval to execute each agreement for the purchase of real property with any third party.

(3) Ensure a qualified, State certified general appraiser provides all necessary services and documentation.

(4) Furnish the Department with a projected schedule of events and a cash flow projection within 20 calendar days after completion of the review appraisal.

(5) Establish a project account for the purchase of the land.

(6) Collect and disburse federal, state, and local project funds.

c. **Reimbursable Funds:** If funding conveyed by this Agreement is reimbursable for land purchase in accordance with Chapter 332, Florida Statutes, the Agency will comply with the following requirements:

(1) The Agency shall apply for a FAA Airport Improvement Program grant for the land purchase within 60 days of executing this Agreement.

(2) If federal funds are received for the land purchase, the Agency shall notify the Department, in writing, within 14 calendar days of receiving the federal funds and is responsible for reimbursing the Department within 30 calendar days to achieve normal project federal, state, and local funding shares per Chapter 332, Florida Statutes.

(3) If federal funds are not received for the land purchase, the Agency shall reimburse the Department within 30 calendar days after the reimbursable funds are to achieve normal project state and local funding shares as described in Chapter 332, Florida Statutes.

(4) If federal funds are not received for the land purchase and the state share of the purchase is less than or equal to normal state and local funding shares per Chapter 332, F.S., when reimbursable funds are due, no reimbursement to the Department shall be required.

d. **New Airport:** If this project involves the purchase of real property for the development of a new airport, the Agency assures that it will:

(1) Apply for federal and state funding to construct a paved runway, associated aircraft parking apron, and connecting taxiway within one year of the date of land purchase.

(2) Complete an Airport Master Plan within two years of land purchase.

(3) Complete airport construction for basic operation within 10 years of land purchase.

e. **Use of Land:** The Agency assures that it shall use the land for aviation purposes in accordance with the terms and assurances of this Agreement within 10 years of acquisition.

f. **Disposal of Land:** For disposal of real property purchased in accordance with the terms and assurances of this Agreement, the Agency assures that it will comply with the following:

(1) For land purchased for airport development or noise compatibility purposes, the Agency will, when the land is no longer needed for such purposes, dispose of such land at fair market value and/or make available to the Department an amount equal to the state's proportionate share of its fair market value.

(2) Land shall be considered to be needed for airport purposes under this assurance if:

(a) It serves aeronautical purposes, e.g. runway protection zone or as a noise buffer.

(b) Revenue from uses of such land contributes to airport financial self-sufficiency.

(3) Disposition of land under Section 22f(1) or (2), above, shall be subject to retention or reservation of any interest or right therein needed to ensure such land will only be used for purposes compatible with noise levels related to airport operations.

(4) For disposal of real property purchased with Department funding:

(a) The Agency will reimburse the Department a proportional amount of the proceeds of the sale of any airport-owned real property.

(b) The proportional amount shall be determined on the basis of the ratio of the Department financing of the acquisition of the real property multiplied against the sale amount, and shall be remitted to the Department within ninety (90) days of closing of sale.

(c) Sale of real property acquired with Department funds shall be at fair market value as determined by appraisal, and the contract for sale must be approved in advance by the Department.

(d) If any portion of the proceeds from the sale to the Agency is non-cash considerations, reimbursement to the Department shall include a proportional amount based on the value of the non-cash considerations.

23. **Construction Projects:** The Agency assures that it will:

a. **Project Certifications:** Certify project compliances, including

(1) Consultant and contractor selection comply with all applicable federal, state and local laws, rules, regulations, and policies.

(2) All design plans and specifications comply with federal, state, and professional standards and applicable FAA advisory circulars, as well as the minimum standards established by the Department for State of Florida licensing as a public-use airport.

(3) Completed construction complies with all applicable local building codes.

(4) Completed construction complies with the project plans and specifications with certification of that fact by the project Engineer.

b. **Design Development:** For the plans, specifications, construction contract documents, and any and all other engineering, construction, and contractual documents produced by the Engineer, which are hereinafter collectively referred to as "plans", the Agency will certify that:

(1) The plans shall be developed in accordance with sound engineering and design principles, and with generally accepted professional standards.

(2) The plans shall be consistent with the intent of the project as defined in Exhibit A and Exhibit B of this Agreement.

(3) The project Engineer shall perform a review of the certification requirements listed in Section B2 above and make a determination as to their applicability to this project.

(4) Development of the plans shall comply with all applicable laws, ordinances, zoning and permitting requirements, public notice requirements, and other similar regulations.

c. **Inspection and Approval:** The Agency assures that:

(1) The Agency will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Department for the project.

(2) The Agency assures that it will allow the Department to inspect the work and that it will provide any cost and progress reporting, as may be required by the Department.

(3) The Agency assures that it will take the appropriate corrective action necessary, as required by the Department, for work which does not conform to Department standards.

d. **Pavement Preventive Maintenance:** The Agency assures that for a project involving replacement or reconstruction of runway or taxiway pavement it has implemented an airport pavement maintenance management program and that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with state financial assistance at the airport.

24. **Noise Mitigation Projects:** The Agency assures that it will:

a. **Government Agreements:** For all noise compatibility projects that are carried out by another unit of local government or are on property owned by a unit of local government other than the Agency, the Agency shall enter into an agreement with that government body.

(1) The local agreement, satisfactory to the Department, shall obligate the unit of local government to the same terms and assurances that apply to the Agency.

(2) The Agency assures that it will take steps to enforce the local agreement if there is substantial non-compliance with the terms of the agreement.

b. **Private Agreements:** For noise compatibility projects on privately owned property,

(1) The Agency shall enter into an agreement with the owner of that property to exclude future actions against the airport.

(2) The Agency assures that it will take steps to enforce the agreement if there is substantial non-compliance with the terms of the agreement.

25. **Requests for Reimbursement (Invoice Submittals):** In accordance with Section 215.422 Florida Statutes and the requirement of Paragraph 20.00 of this Agreement:

a. **Required Submittal Format**

The Agency shall submit invoices on forms provided by the Department and prepared in accordance with instructions given by the Department. Back-up documentation will include the appropriate items necessary to verify costs incurred and the eligibility of said costs.

b. **Approval of Submittal**

Goods or services received under this agreement shall be approved/disapproved by the Department no later than five (5) working days after receipt, by the District Public Transportation Office, of a properly prepared and submitted invoice. Should the invoice be incomplete or incorrect, the Department shall inform the Agency within five (5) working days of receipt and return the invoice for corrections.

26. **Third Party Contracts:** The Department must approve third party contracts pursuant to Paragraph 10.00 except that written approval is hereby granted for:

a. Contracts for materials from a valid state or intergovernmental contract. Such materials must be included in the Department approved project scope and/or quantities.

b. Contracts, purchase orders, and construction change orders (excluding engineering consultant services) up to the threshold limits of Category Three. Such contracts must be for services and/or materials included in the Department approved project scope and/or quantities. Purchasing Categories and Thresholds are defined in Section 287.017 Florida

Statutes, and in Rule Chapter 60, Florida Administrative Code. The threshold limits are adjusted periodically for inflation, and it shall be the sole responsibility of the Agency to ensure that any obligations made in accordance with this section comply with the current threshold limits. Obligations made in excess of the appropriate limits shall be cause for Department non-participation.

c. Contracts, purchase orders, and construction change orders that exceed the current JPA budget, provided they are within the threshold limits of Category Three, as defined in Section 287.017 Florida Statutes, and in Rule Chapter 60, Florida Administrative Code. Such contracts must be for services and/or materials included in the Department approved project scope and/or quantities.

27. **Force Account Work:** "Force Account Work" by the Agency utilizing their own forces and equipment must be approved in writing by the Department prior to performance.

EXHIBIT "D"

STATE FINANCIAL ASSISTANCE (FLORIDA SINGLE AUDIT ACT)

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida, Department of Transportation and the City of Lake Wales 201 Central Avenue West, Lake Wales, Florida 33853 referenced by the above Financial Project Number.

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

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

Awarding Agency:	Florida Department of Transportation
State Project Title:	AVIATION DEVELOPMENT GRANTS
CSFA Number:	55.004
***Award Amount:**	$71,135.00

*The state award amount may change with supplemental agreements

Specific project information for CSFA Number 55.004 is provided at:
https://apps.fldfs.com/fsaa/searchCatalog.aspx

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for CSFA Number 55.004 are provided at:
https://apps.fldfs.com/fsaa/searchCompliance.aspx

The State Projects Compliance Supplement is provided at:
https://apps.fldfs.com/fsaa/compliance.aspx

STATEMENT OF FISCAL IMPACT
Rehabilitate Taxiway Alpha and extend Taxiway
PREPARED BY

CITY OF LAKE WALES
FINANCE DEPARTMENT

Nature of Statement and Information Disclosed

This is a statement of fiscal impact was performed as required by and in accordance with Section 2-802, Article VIII of the City of Lake Wales Code of Ordinances. It is a statement solely for the purpose of analyzing and reporting the fiscal impact on the City of either applying or not applying for this master joint participation agreement, using certain Assumptions as indicated herein. No attempt is made to evaluate the master agreement for suitability to City objectives.

In order to provide an unqualified statement of fiscal impact that can be certified as reasonably full and complete by the Finance Department, certain information must be provided permitting Finance Department personnel to produce a full and complete determination as to all anticipated fiscal impacts. This impact statement was produced using:

- **Agenda Memo – Resolution 2016-23, Joint Participation Agreement-G0G58**

This impact statement represents, in our unqualified opinion, a valid estimate of known present or future impacts anticipated to result from the acceptance of the aforementioned agreement.

In some cases, the nature of a fiscal impact is described rather than stated using specific dollar amounts or figures. This is done in order to provide information on the nature of the expected fiscal impact where there simply is not enough information to quantify the impact, or whether the exact amount of the impact depends on the exact type of future events or conditions.

General Assumptions

A fiscal impact statement constitutes a forward-looking statement on the acceptance of grant funds and the proper execution of all requirements as set forth in any grant application, agreement, covenants attached to real or tangible property, or other duly enforceable stipulations. In order to produce such a statement, assumptions about future events and conditions must be made.

In any case where a reasonable expectation of a future condition or event has been disclosed or is already known to Finance Department personnel, that information has been used as an Assumption in the fiscal impact statement. Expectations not known or not considered reasonably expected to occur have been excluded from the fiscal impact statement. If an event or condition may occur which would have a material and *direct* fiscal impact, but is not reasonably expected to occur, it is disclosed in the fiscal impact statement.

General Assumptions are made in this fiscal impact statement that the City Staff executing the grant program already possess the required knowledge and expertise to expertly perform all of the requirements of the grant, and that the information provided to prepare this impact statement is true and correct. It is also assumed that no outside events will create a positive or negative influence on the grant program, and that there will be no changes in the legal, operational, or economic environment in which the grant program, and the City as whole, operates, except as disclosed herein.

Current Fiscal Impacts

Impacts on Revenues and Expenditures

Resolution 2016-23, will provide funding of $71,135 from FDOT, for the design phase of this project. FAA, will provide $150,000, in which the city will be submitting an application for FAA funding share this November. The City of Lake Wales will provide $23,135. The total cost of this project will be $244,270.00

Summary of Expenses:	
FY 2016-17 - Resolution 2016-23	**$ 244,270**

Funding Sources- Rehabilitation	**FY 2016**
FAA	150,000
City Matching	23,135
FDOT (State)	71,135
Total Cost	**$ 244,270**

Any cost overruns would be borne by the General Fund as the airport currently does not have a funding source for capital outlay items.

Future Fiscal Impacts

Impacts on Revenue
N/A

Impacts on Expenditures
Future repair and maintenance cost associated with the airfield improvements will be the responsibility of the airport enterprise fund. Should funding within the airport be insufficient to cover all these costs, the General Fund would bear the cost overrun.

Other Future Commitments
There are no other material future commitments, encumbrances, stipulations, or covenants that represent a significant fiscal impact in connection with the grant.

Disclosures of Possible Material Future Events
N/A

Certification
We hereby certify that this fiscal impact statement is, to the best of our knowledge, a valid estimate of known present or future impacts anticipated to result from the application and acceptance of the aforementioned grant.

Approved by:

Vanessa Revelo
Accountant III
City of Lake Wales

MEMORANDUM

November 10, 2016

TO: Honorable Mayor and City Commissioners

VIA: Kenneth Fields, City Manager

FROM: Albert C. Galloway, Jr., City Attorney

RE: Resolution 2016-24 to change the name of Longleaf Business Park

SYNOPSIS: The subject Resolution will rename the Longleaf Business Park for purposes of marketing and future development of the property. The change will not affect the aspects of the real estate title.

RECOMMENDATION: Adoption of Resolution 2016-24 as presented.

BACKGROUND: Longleaf Business Park was platted in 2001 and the Park has been slow to develop. A purchase of most of the remaining undeveloped lots is taking place and the investor in the property has suggested that a name change would be beneficial for purposes of marketing and developing the property. City staff, as well as the head of the Lake Wales Chamber of Commerce and the Economic Development Council, agree with the investor's suggestion. The proposed name is LAKE WALES COMMERCE & TECHNOLOGY PARK.

FISCAL IMPACT: Recording of Resolution 2016-24 will have no direct fiscal impact other than the fee of $18.50 for recording in the Public Records of Polk County.

OTHER OPTIONS: The Commission may decide to decline to make the suggested name change.

ATTACHMENTS: Resolution 2016-24 prepared by City Attorney.

RESOLUTION 2016-24

A RESOLUTION RENAMING LONGLEAF BUSINESS PARK FOR PURPOSES OF MARKETING AND FUTURE DEVELOPMENT AS LAKE WALES COMMERCE & TECHNOLOGY PARK; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Lake Wales, Polk County, Florida, caused the creation of the Longleaf Business Park (the "Park") by platting certain real property as LONGLEAF BUSINESS PARK, according to the Plat thereof as recorded in Plat Book 116, at Page 24, of the Public Records of Polk County, Florida; and

WHEREAS, a recent investor has purchased the majority of the undeveloped lots within the Park and has suggested that a name change would likely be beneficial for marketing and future development purposes within the Park; and

WHEREAS , the City of Lake Wales concurs in the opinion that such a name change for the Park could be beneficial in light of other commercial development which is occurring throughout the Central Florida area; and

WHEREAS , the City of Lake Wales caused the recording of the Declaration of Covenants, Conditions and Restrictions of Longleaf Business Park (the "Declaration"), as recorded in Official Records Book 4692, at Page 1466, of the Public Records of Polk County, Florida, as amended; and

WHEREAS, the City of Lake Wales reserved to itself in the Declaration the right to amend the Declaration; and

WHEREAS, the name change for the Park contemplated by this Resolution shall not serve to amend the name of the Plat or the Declaration for real estate title purposes.

NOW THEREFORE, BE IT RESOLVED that the City of Lake Wales, by and through its City Commission, resolves that for marketing an future development purposes the Park will hereafter be identified as the LAKE WALES COMMERCE & TECHNOLOGY PARK.

APPROVED and ADOPTED by the City Commission of the City of Lake Wales, Polk County, Florida, effective this ___ day of November, 2016.

Remainder of this page intentionally left blank

_____
Eugene Fultz, Mayor

Attest:

_____
Clara VanBlargan, MMC, City Clerk

Prepared by:
Albert C. Galloway, Jr.
City Attorney
Albert C. Galloway, Jr., P.A.
P.O. Box 3339
Lake Wales, FL 33859-3339

MEMORANDUM

DATE: November 7, 2016

TO: Honorable Mayor and City Commission

VIA: Kenneth Fields, City Manager

FROM: James Slaton, Public/Support Services Director

SUBJECT: Resolution 2016-25 – Master Lease Agreement with BB&T Government Finance.

SYNOPSIS: *Approval of Resolution 2016-25 will authorize the execution of a master equipment lease agreement with BB&T Government Finance through the Florida League of Cities.*

RECOMMENDATION

It is recommended that the City Commission take the following action(s):

1. Approve Resolution 2016-25 and the 60-month Financing of Emergency Backup Generators for the Lake Wales Police Department

2. Authorize a Budget Amendment in the Amount of $12,496

3. Classify the Existing Generators as Surplus Property

BACKGROUND

The approval of Resolution 2016-25 will provide a means to replace both of the emergency backup generators at the Lake Wales Police Department. The generators supply backup power for emergency radio, telephone and computer network communications in addition to providing emergency power to the City's primary Data Center. A loss of power at the Police Department would impair the Department's ability to respond to public emergencies and would cause significant downtime throughout the City's entire computer network.

The current generators are secondhand reconditioned models manufactured in the 1970's and it is becoming increasingly difficult to find replacement parts for them due to their age. The main generator was inoperable for 30 consecutive days at one point earlier this year as the City struggled to find a vendor to rebuild the damaged components, leaving the Department without backup power. The City has deferred replacing the generators for the last few years due to their significant cost.

Staff recommends financing the replacement of these generators for the following reasons:

- An outright purchase would result in a current-year decrease in cash flow of $89,529 as compared to only $12,496 (8 Monthly payments @ $1,562).

- BB&T's proposal has an APR of 1.8% over the sixty (60) month term with a one (1) dollar residual buyout price.

- As with all purchases, if the City were able to purchase items without the use of financing this would result in the lowest overall cost, but the greatest single annual cash flow decrease. If the City elects to use this financing option, the total interest cost of the five-year financing option is $4,156 ($831 annually).

The master lease agreement offered by the Florida League of Cities gives the City the ability to finance future equipment and/or vehicles as well.

Staff solicited proposals for cost comparison purposes and those proposals are as follows:

Company	Annual Percentage Rate
FLC/BB&T	1.8%
PNC Equipment Finance/US Bank	3.24%
Mears Motor Leasing/Bancorp	4.1%

The generators, automatic transfer switches, and associated labor will be provided by MidFlorida Diesel, Inc., the City's contracted generator maintenance vendor. The generators are on the Florida Sheriff's Association contract, #15-13-0904.

If the Commission authorizes the replacement of these generators and classifies them as surplus, staff will auction or scrap the old generators to recoup some of the costs incurred with this project.

OTHER OPTIONS

1) Purchase the generators outright. A full purchase would result in a current year decrease of cash flow of $89,529.

2) Continue to defer the replacement of the generators.

FISCAL IMPACT

For the remainder of FY17, the lease payments would be approximately $12,496 with an annual lease obligation of $18,744 for the remainder of the 60-month term.

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ATTACHMENTS

Resolution 2016-25
Agreement with FLC/BB&T
Quotes from MidFlorida Diesel

RESOLUTION 2016-25

A RESOLUTION OF THE CITY OF LAKE WALES, FLORIDA, AUTHORIZING THE EXECUTION AND DELIVERY OF A MASTER EQUIPMENT LEASE/PURCHASE AGREEMENT WITH BB&T GOVERNMENT FINANCE SPONSORED BY THE FLORIDA LEAGUE OF CITIES; AUTHORIZING THE LEASE PURCHASE FINANCING OF THE ACQUISITION AND INSTALLATION OF CERTAIN EQUIPMENT HEREIN DESCRIBED; AUTHORIZING THE EXECUTION AND DELIVERY OF AN ACQUISITION FUND AGREEMENT; AUTHORIZING THE EXECUTION OF SUCH OTHER DOCUMENTS AS MAY BE NECESSARY TO COMPLETE THE TRANSACTIONS CONTEMPLATED HEREBY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Florida League of Cities, Inc. (the "Sponsor") is a Florida not-for-profit corporation; and

WHEREAS, the Sponsor has determined that there is substantial need within the State for a lease-purchase financing program (the "Program") which will provide or otherwise arrange for the lease-purchase financing of qualifying equipment for participating local governments; and

WHEREAS, the Sponsor has determined that the public interest will best be served and can be more advantageously obtained by the Sponsor's administering the Program; and

WHEREAS, the City of Lake Wales, Florida (the “Lessee”) is authorized pursuant to the hereinafter defined Act to lease, acquire and install personal property, and to finance the same, in order to minimize the costs of the Lessee's operations; and

WHEREAS, the Lessee desires the Sponsor facilitate the lease-purchase financing of the Equipment (as defined herein); and

WHEREAS, the Lessee deems it necessary, desirable and in the best financial interest of the Lessee and its inhabitants that it enter into, a Master Equipment Lease/Purchase Agreement by and among the Lessee, BB&T Government Finance (the "Lessor") and the Sponsor (the "Agreement"), subject to the terms and conditions thereof and for the purposes set forth therein, to provide for the lease and purchase from time to time of equipment essential to the governmental, municipal or public purposes or functions of the Lessee or to the services the Lessee provides its inhabitants; and

WHEREAS, the Lessee has an immediate need for Emergency Generators (the "Equipment") for the welfare of its citizens, and it is in the best financial interest of the Lessee that the Equipment be leased pursuant to the Agreement; and

WHEREAS, obligations of Lessee will be subject to annual appropriation; and

WHEREAS, the Lessee is authorized and empowered by the Act to enter into transactions such as those contemplated by the Agreement and to fully perform its obligations thereunder in order to lease purchase the Equipment; and

WHEREAS, the small size of the lease financing, current market conditions and other circumstances require that the Agreement and the leases of equipment thereunder be entered into pursuant to a private negotiated transaction rather than offered by competitive bid; and

WHEREAS, the Lessee now desires to (i) authorize and approve the form of the Agreement, any exhibits attached thereto, and any other related documents, including without limitation an Acquisition Fund Agreement related thereto (collectively, the "Financing Documents"), (ii) the execution and delivery of the Financing Documents and (iii) provide additional limited general authority.

NOW THEREFORE BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LAKE WALES, POLK COUNTY, FLORIDA, AS FOLLOWS:

Section 1. Authority for Resolution. This Resolution is adopted pursuant to the Constitution of the State of Florida, Chapter 166, Florida Statutes, the charter of the Lessee, and other applicable provisions of law (collectively, the "Act").

Section 2. Definitions. Capitalized undefined terms used herein shall have the meanings ascribed thereto in the Agreement.

Section 3. Findings. It is hereby ascertained, determined and declared that:

(a) Pursuant to Article VII, Section 12 of the Constitution of the State of Florida the Lessee may execute and deliver lease/purchase agreements payable from legally available sources (including ad valorem taxation) without approval by a vote of the electors if the Lessee is not legally obligated beyond 12 months.

(b) The Agreement does not legally obligate the Lessee beyond 12 months, because it is subject to annual appropriation in the manner and to the extent described therein, and the Lessee's obligation under the Agreement constitutes a current expense and shall in no way be construed to be a debt of the Lessee.

(c) The Lessee deems it a public purpose and deems it necessary, beneficial and in its best interest to provide for the execution and delivery of the Financing Documents to finance the lease purchase of the Equipment.

(d) The costs associated with the execution and delivery of the Agreement shall be deemed to include legal fees and expenses, financial advisory fees and expenses, and such other expenses as may be necessary or incidental for the lease-purchase financing herein authorized.

Section 4. Authorization of Lease-Purchase Financing and Financing Documents.

(a) The Lessee is hereby authorized to execute and deliver the Financing Documents, provided that the aggregate principal amount of all lease payments shall not to exceed $89,529; the term of the Lease shall end on or before October 1, 2021 and the interest rate component of the lease payments shall not exceed 1.800%.

(b) Because of the characteristics of the Agreement, prevailing market conditions, and additional savings to be realized from an expeditious execution and delivery of the Agreement, it is in the best interest of the Lessee to execute and deliver the Agreement in a private negotiated transaction. Prior to the execution and delivery of the Agreement, only to the extent required by the Act, the Lessee shall receive a Disclosure Letter from the Lessor containing the information required by Section 218.385, Florida Statutes, a form of which is attached hereto as Exhibit A.

(c) The Financing Documents, substantially in the forms attached hereto as composite Exhibit B, are hereby approved, with such omissions, insertions and variations as may be approved on behalf of the Lessee by the Mayor, the Lessee Attorney and Bond Counsel, such approval to be evidenced conclusively by the Mayor's execution thereof. The Mayor is hereby authorized to execute and deliver the Agreement and the Acquisition Fund Agreement] substantially in the forms attached hereto as composite Exhibit B, to be attested under seal by the Clerk, approved as to substance by the Chief Financial Officer, and for the Lessee Attorney to designate such Financing Documents legal in form and valid as drawn.

Section 5. The Lessee hereby designates the Lease as a "qualified tax-exempt obligation" within the meaning of Section 265(b)(3) of the Code. The Lessee and any subordinate entities of the Lessee and any issuer of "tax-exempt" debt that issues "on behalf of" the Lessee do not reasonably expect during the calendar year 2016 to issue more than $10,000,000 of "tax-exempt" obligations including the tax-exempt Lease,

exclusive of any private activity bonds as defined in Section 141(a) of the Code (other than qualified 501(c)(3) bonds as defined in Section 145 of the Code).

Section 5. Additional Authorizations; No Personal Liability. The Mayor, City Manager, Lessee Attorney, the Clerk, the Finance Director, Bond Counsel and such other officers, employees and agents of the Lessee as may be designated by the Lessee, are each designated as agents of the Lessee and are authorized and empowered, collectively or individually, to take all action and steps and to execute all instruments, documents and contracts on behalf of the Lessee that are necessary or desirable in connection with the requirements hereof or with the execution and delivery of the Financing Documents and which are specifically authorized or are not inconsistent with the terms and provisions of this Resolution or any action relating to the transaction contemplated hereunder. Such officers and those so designated are hereby charged with the responsibility for executing the Financing Documents and financing the lease purchase of the Equipment.

No covenant, stipulation, obligation or agreement contained in this Resolution or the Financing Documents shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future member, agent or employee of the Lessee in his or her individual capacity, and neither the members of the City Commission nor any person executing the Financing Documents shall be liable personally on the Agreement or shall be subject to any personal liability or accountability by reason of the execution and delivery of the Financing Documents.

Section 6. Prerequisites Performed. The Lessee has performed all acts, conditions, and things relating to the lease purchase of the Equipment as are required by the Act.

Section 7. Prior Actions. The prior actions of the Lessee relating to the transactions contemplated hereunder, as well as all related subject matters and processes, are hereby ratified and affirmed.

Section 8. Severability. If any provision of this Resolution shall be held or deemed to be or shall, in fact, be illegal, inoperative or unenforceable in any context, the same shall not affect any other provision herein or render any other provision (or such provision in any other context) invalid, inoperative or unenforceable to any extent whatever.

Section 9. Conflicts. All resolutions of the Lessee or parts thereof in conflict herewith, if any, are hereby repealed to the extent of such conflict.

Section 10. Effective Date. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED this ____ day of November, 2016.

[SEAL]

By:_____
Mayor Eugene Fultz

ATTEST:

By: _____
City Clerk Clara VanBlargan, MMC

EXHIBIT A

FORM OF DISCLOSURE LETTER

The undersigned, as purchaser, proposes to negotiate with the BB&T Government Finance, Florida (the "Lessor") for the execution and delivery of the Agreement, as such term is defined in a resolution adopted by Lessee on November __, 2016 (the "Resolution"). Prior to the execution and delivery of the Agreement, the following information is hereby furnished to the Lessee:

1. Set forth is an itemized list of the nature and estimated amounts of expenses to be incurred for services rendered to us (the "Lessor") in connection with the execution and delivery of the Agreement (such fees and expenses to be paid by the Lessor):

2. (a) No other fee, bonus or other compensation is estimated to be paid by the Lessor in connection with the execution and delivery of the Agreement to any person not regularly employed or retained by the Lessor (including any "finder" as defined in Section 218.386(1)(a), Florida Statutes), except as specifically enumerated as expenses to be incurred by the Lessor, as set forth in paragraph (1) above.

(b) No person has entered into an understanding with the Lessor, or to the knowledge of the Lessor, with the Lessee, for any paid or promised compensation or valuable consideration, directly or indirectly, expressly or implied, to act solely as an intermediary between the Lessee and the Lessor or to exercise or attempt to exercise any influence to effect any transaction in the purchase of the Lessor.

3. The amount of the upfront fee or spread expected to be realized by the Lessor is $1,000.

4. The management fee to be charged by the Lessor is $0.

5. Truth-in-Bonding Statement:

The Agreement is being executed and delivered to fund the cost of the lease purchase of the Equipment, as such term is defined in the Resolution.

The Agreement is payable from lawful funds of the Lessee, subject to annual appropriation, in the manner and to the extent described in the Agreement. Execution and delivery of the Agreement is estimated to result in a maximum of $18,556 of revenues of the Lessee not being available to finance other services of the Lessee in each year during the life of the Agreement.

6. The name and address of the Lessor is as follows:

Branch Banking and Trust Company Governmental Finance
5130 Parkway Plaza Boulevard, Building 9
Charlotte, NC 28217

IN WITNESS WHEREOF, the undersigned has executed this Disclosure Statement on behalf of the Lessor this _____ day of _____, 2016.

_____

By: _____
Name: _____
Title: _____

EXHIBIT B

FORM OF FINANCING DOCUMENTS, INCLUDING LEASE AGREEMENT AND ACQUISITION FUND AGREEMENT

Branch Banking and Trust Company

Financing for the City of Lake Wales, Florida -- Document Checklist

1) Master Equipment Lease/Purchase Agreement
   a) Schedule of Property No. 1
      i) Exhibit A-1: Rental Payment Schedule
   b) Acquisition Fund Agreement

2) Acceptance Certificate

3) General Certificate of Lessee

4) Copy of Resolution approving financing

5) Opinion of Lessee's Counsel

6) IRS Form 8038-G

7) Invoicing Information Sheet

8) Closing Instructions

Note: Copies of Certificates of Insurance and Invoices to be provided post-closing with requisitions for funds from the acquisition fund escrow account.

Master Equipment Lease/Purchase Agreement

This **Master Equipment Lease/Purchase Agreement** (this "Agreement") dated as of November ___, 2016, and entered into among Branch Banking and Trust Company, a North Carolina banking corporation (the "Lessor"), Florida League of Cities, Inc., a Florida not-for-profit corporation (the "Sponsor") and the City of Lake Wales, a [body corporate and politic/municipality/political subdivision] existing under the laws of the State of Florida (the "Lessee").

WITNESSETH:

WHEREAS, the Lessor has established, and the Sponsor is sponsoring, a Master Lease/Purchase Program to provide governmental entities in the State of Florida (the "State") with low-cost, tax-exempt equipment financing alternatives; and

WHEREAS, the Lessee desires to lease and acquire from the Lessor certain Equipment described in each Schedule (as each such term is defined herein), subject to the terms and conditions of and for the purposes set forth in each Lease; and in the event of a conflict the terms of a Schedule prevail; and

WHEREAS, the relationship between the parties shall be a continuing one and items of equipment may be added to the Equipment from time to time by execution of additional Schedules by the parties hereto and as otherwise provided herein; and

WHEREAS, the Lessee is authorized under the Constitution and laws of the State to enter into this Agreement and the Schedules hereto for the purposes set forth herein;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and in consideration of the premises hereinafter contained, the parties hereby agree as follows:

ARTICLE I.

Section 1.01. *Definitions*. The following terms will have the meanings indicated below unless the context clearly requires otherwise:

"*Acquisition Amount*" means the amount specified in each Lease and represented by the Lessee to be sufficient to acquire the Equipment listed in such Lease, which amount shall be not less than $100,000 per Lease.

"*Acquisition Fund*" means, with respect to any Lease, the fund established and held by the Lessor pursuant to the related Acquisition Fund Agreement, if any.

"*Acquisition Fund Agreement*" means, with respect to any Lease, an Acquisition Fund Agreement in form and substance acceptable to and executed by the Lessee and the Lessor, pursuant to which an Acquisition Fund is established and administered.

"*Acquisition Period*" means, with respect to each Lease, that period stated in such Lease, commencing on the date of execution thereof and ending not later than three years thereafter, during which the Lease Proceeds attributable to such Lease may be expended on Equipment Costs.

"Act" means, collectively, [Chapter 166, Florida Statutes][Chapter 125, Florida Statutes], the Constitution of the State, [the City of Lake Wales Charter] and other applicable provisions of law.

"*Agreement*" means this Master Equipment Lease/Purchase Agreement, including the exhibits hereto, together with any amendments and modifications to this Agreement pursuant to Section 13.07.

"*Code*" means the Internal Revenue Code of 1986, as amended. Each reference to a Section of the Code herein shall be deemed to include the United States Treasury Regulations proposed or in effect thereunder.

"*Commencement Date*" means, for each Lease, the date when the Lessee's obligation to pay Rental Payments commences under such Lease, which date shall be the earlier of (i) the date on which the Equipment listed in such Lease is accepted by the Lessee in the manner described in Section 5.01, or (ii) the date on which sufficient moneys to purchase the Equipment listed in such Lease are deposited for that purpose under the Acquisition Fund Agreement, if any.

"*Equipment*" means the property listed in each of the Leases and all replacements, repairs, restorations, modifications and improvements thereof or thereto made pursuant to Section 8.01 or Article V. Whenever reference is made in this Agreement to Equipment listed in a Lease, such reference shall be deemed to include all such replacements, repairs, restorations, modifications and improvements of or to such Equipment.

"*Equipment Costs*" means, to the extent permitted by the Act, the total cost of the Equipment listed in each Lease, including all delivery charges, installation charges, capitalizable consulting and training fees approved by the Lessor, legal fees, financing costs, motor vehicle registration fees, recording and filing fees, and other costs necessary to register or record legal title to the Equipment, subject to the ownership interest retained by the Lessor as set forth in each Lease, and otherwise incurred in connection with the financing provided by the lease-purchase of the Equipment as provided in each Lease; provided that in no event shall capitalizable delivery charges, installation charges, taxes and similar capitalizable "soft costs" relating to such Equipment exceed 20% of the total cost of such Equipment as determined by the Lessor.

"*Event of Default*" means an Event of Default described in Section 12.01.

"Funding Expiration Date" means November ___, 2021, which is [five years from date of this Agreement].

"*Lease*" means a Schedule and the terms of this Agreement which are incorporated by reference into such Schedule. Each Schedule with the incorporated terms of this Agreement shall constitute a separate and independent Lease.

"*Lease Proceeds*" means, with respect to each Lease, the total amount of money to be paid by the Lessor for deposit and application in accordance with such Lease and the Acquisition Fund Agreement, if any.

"*Lease Term*" for each Lease means the Original Term and all Renewal Terms therein provided and for this Agreement means the period from the date hereof until this Agreement is terminated.

"*Lessee*" means the entity referred to as the Lessee in the first paragraph of this Agreement.

"*Lessor*" means (a) the entity referred to as the Lessor in the first paragraph of this Agreement or (b) any assignee or transferee of any right, title or interest of the Lessor in and to the Equipment under a Lease or any Lease (including Rental Payments thereunder) pursuant to Section 11.01, but does not include any entity solely by reason of that entity retaining or assuming any obligation of the Lessor to perform under a Lease.

"*Original Term*" means the period from the Commencement Date for each Lease until the end of the fiscal year of the Lessee in effect at such Commencement Date.

"Prime Rate" means the interest rate so denominated and set by Branch Banking & Trust Company of North Carolina (whether or not such Bank, or any affiliate thereof, is at anytime the counterparty to this Agreement) as its "Prime Rate", as in effect from time to time.

"*Purchase Price*" means, with respect to the Equipment listed on a Lease, the amount that the Lessee is to pay to the Lessor to purchase such Equipment as provided in such Lease.

"*Renewal Terms*" means the renewal terms of each Lease, each having a duration of one year and a term coextensive with Lessee's fiscal year, as specified in the Schedule applicable thereto.

"*Rental Payments*" means the basic rental payments payable by the Lessee under each Lease pursuant to Section 4.01, in each case consisting of a principal component and an interest component.

"*Schedule*" means each separately numbered Schedule of Property substantially in the form of Exhibit A hereto together with a Rental Payment Schedule attached thereto substantially in the form of Exhibit A-1 hereto.

"*Sponsor*" means Florida League of Cities, Inc., a not-for-profit corporation.

"*State*" means the State of Florida.

"*Vendor*" means the manufacturer or supplier of the Equipment or any other person as well as the agents or dealers of the manufacturer or supplier from whom the Equipment will be acquired pursuant to the applicable Lease.

ARTICLE II.

Section 2.01. *Representations and Covenants of the Lessee.* This Section 2.01 sets forth facts and estimates upon which the Lessor and its counsel, and the Sponsor and its counsel, may rely regarding the exclusion of the interest portion of the Rental Payments from the gross income of the Lessor, and the facts and estimates upon which the Lessee bases its reasonable expectation that the obligation to make Rental Payments pursuant to the Leases does not create an arbitrage bond under Section 148 of the Internal Revenue Code of 1986, as amended, and applicable Treasury Regulations.

The Lessee represents, covenants and warrants for the benefit of the Lessor and the Sponsor on the date hereof and as of the Commencement Date of each Lease as follows:

(a) The Lessee is a political subdivision of the State within the meaning of Section 103(c) of the Code, duly organized and existing under the Constitution and laws of the State, including the Act, with full power and authority to enter into this Agreement and each Lease and the transactions contemplated hereby, and to perform all of its obligations hereunder and under each Lease.

(b) The Lessee has duly authorized the execution and delivery of this Agreement and each Lease by proper action of its governing body at a meeting duly called, regularly convened and attended throughout by the requisite quorum of the members thereof, or by other appropriate official approval, and all requirements have been met and procedures have occurred in order to ensure the validity and enforceability of this Agreement and each Lease.

(c) No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default exists at the date hereof. Lessee is not in default under any indenture, mortgage, deed of trust, bank loan, credit agreement or other material instrument to which Lessee is a party.

(d) The entering into and performance of this Agreement and each Lease by the Lessee will not violate any judgment, order, or regulation applicable to the Lessee, and except as otherwise expressly provided in this Agreement, result in the creation of any lien, charge, security interest, or other encumbrance upon any assets of the Lessee pursuant to any indenture, mortgage, deed of trust, bank loans, credit agreement or other instrument to which the Lessee is a party or by which it or its assets may be bound.

(e) There are no actions, suits, proceedings or tax claims pending or, to the knowledge of the Lessee, threatened against or affecting the Lessee in any court or before any governmental commission, board or authority, which, if adversely determined, will have a material adverse effect on the ability on the Lessee to perform its obligations under this Agreement or any Lease.

(f) The Lessee has complied and will comply with Sections 218.38, 218.385(2) and 218.385(3), Florida Statutes, with respect to each Lease.

(g) The interest rate for the interest portion of the Rental Payments, on the first date interest begins to accrue, does not exceed a rate of interest permitted by Section 215.84, Florida Statutes.

(h) The Lessee will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as a political subdivision within the meaning of Section 103(c) of the Code.

(i) The Lessee has complied and will comply with such open meeting laws and public bidding requirements as may be applicable to this Agreement and each Lease and the acquisition by the Lessee of the Equipment as provided in each Lease or, in the case of public bidding requirements regarding this Agreement and each Lease, has otherwise complied and will comply with Section 218.385(1), Florida Statutes, in connection with each Lease.

(j) During the Lease Term, the Equipment will be used by the Lessee only for the purpose of performing essential governmental or proprietary functions of the Lessee permitted under the Act. The Lessee does not intend to sell or otherwise dispose of the Equipment or any interest therein prior to the last Rental Payment (including all Renewal Terms) scheduled to be paid under each Lease.

(k) The Lessee has kept and throughout the Lease Term shall keep its books and records in accordance with generally accepted accounting principles and practices consistently applied and shall deliver to the Lessor (i) annual audited financial statements (including a balance sheet, statement of revenues, expenses and changes in fund balances for budget and actual, statement of cash flows and notes, and schedules and attachments to the financial statements) within 30 days of the Lessee's acceptance thereof, but in any event within 270 days of its fiscal year end, (ii) its annual budget for the following fiscal year within 30 days of the adoption of such budget, and (iii) such other financial statements and information as the Lessor may reasonably request. Such statements in clause (i) above shall be accompanied by an unqualified opinion of the Lessee's auditor. Credit information relating to the Lessee may be disseminated among the Lessor and any of its affiliates and any of their respective successors and assigns.

(l) The Lessee has an immediate need for the Equipment listed on each Schedule and expects to make immediate use of the Equipment listed on each Schedule. The Lessee's need for the Equipment is not temporary and the Lessee does not expect the need for any item of the Equipment to diminish during the Lease Term of such item. The use of the Equipment is essential to the Lessee's proper and efficient operation.

(m) The original proceeds of each Lease, and the interest to be earned thereon, do not and will not exceed the amount necessary for the purpose for which such Lease is executed.

(n) No sinking fund is expected to be created by the Lessee with respect to any Lease or the Rental Payments.

(o) No other governmental obligations of the Lessee are being issued at substantially the same time and sold pursuant to a common plan of financing which will be paid out of (or have substantially the same claim to be paid out of) substantially the same source of funds as each Lease.

(p) No portion of the amounts received pursuant to each Lease will be used as a substitute for other funds which were otherwise to be used as a source of financing for any portion of the costs of Equipment and which have been and will be used to acquire, directly or indirectly, obligations producing a yield in excess of the yield on each Lease.

(q) In connection with the execution and delivery of each Lease, no action has or will be taken which attempts to circumvent the provisions of Section 148 of the Code and the regulations promulgated thereunder by (i) enabling the Lessee to exploit the difference between tax-exempt and taxable interest rates to gain a material financial advantage and (ii) over burdening the tax-exempt bond market.

(r) The Lessee will not directly or indirectly use or permit the use of any proceeds of a Lease, or take or omit to take any action, that would cause the Rental Payments to be "federally guaranteed" within the meaning of Section 149(b) of the Code.

(s) The Lessee will submit to the Secretary of the Treasury information reporting statements and other information related to each Lease at the times and in the forms required by the Code.

(t) To the best of the knowledge and belief of the Lessee, the expectations of the Lessee, as set forth in this Section 2.01, are reasonable, and there are no present facts, estimates and circumstances which would change the expectations contained therein.

(u) The Lessee will, at its expense, maintain its legal existence in good standing and do any further act and execute, acknowledge, deliver, file, register and record any further documents the Lessor may reasonably request in order to protect the Lessor's interest in the Equipment and the Lessor's rights and benefits under this Lease.

(v) The payment of the Rental Payments or any portion thereof is not (under the terms of any Lease or any underlying arrangement) directly or indirectly (1) secured by any interest in property used or to be used in any activity carried on by any person other than a state or local governmental unit or payments in respect of such property; or (2) on a present value basis, derived from payments (whether or not to the Lessee) in respect of property, or borrowed money, used or to be used in any activity carried on by any person other than a state or local governmental unit. The Equipment will not be used, directly or indirectly, in any activity carried on by any person other than a state or local governmental unit. No portion of the Equipment Costs for the Equipment will be used, directly or indirectly, to make or finance loans to any person other than the Lessee. The Lessee has not entered into

any management or other service contract with respect to the use and operation of the Equipment.

(w) The Lessee has reviewed and will review Internal Revenue Service Form 8038-GC or 8038-G to be filed in connection with the execution and delivery of each Lease, and all of the information contained therein is, and will be, to the best of the Lessee's knowledge, true and correct, and the Lessee will cause such Form 8038-GC or 8038-G to be filed not later than 15 days after the execution and delivery of each Lease.

(x) The Lessee reasonably expects that at least 85% of the proceeds of each Lease will be expended for the governmental purpose of the Lease within three years of the initial date of the Lease term, and less than 50% of the proceeds of each Lease will be invested in investment securities with a substantially guaranteed yield for four years or longer.

(y) The Lessee shall not take or permit, or omit to take or cause to be taken, any action that would cause its obligations under this Agreement to be "arbitrage bonds" or "private activity bonds" within the meaning of the Code, or otherwise adversely affect the exclusion from gross income for federal income tax purposes of the designated interest component of Rental Payments to which such components would otherwise be entitled. If the Lessee should take or permit, or omit to take or cause to be taken, any such action, the Lessee shall take or cause to be taken all lawful actions within its power necessary to rescind or correct such actions or omissions promptly upon having knowledge thereof.

ARTICLE III.

Section 3.01. Lease of Equipment.

Subject to the terms of this Master Lease, the Lessor agrees to provide the funds specified as the "Acquisition Amount" in each Lease to acquire the Equipment. Upon the execution of each Lease, the Lessor demises, leases, transfers and lets to the Lessee, and the Lessee acquires, rents and leases from the Lessor, the Equipment as set forth in such Lease and in accordance with the terms thereof. The latest date for any funding under this Agreement is the Funding Expiration Date; provided that within 90 days prior to the then applicable Funding Expiration Date, the Lessee may request in writing a one-year extension of the Funding Expiration Date, which the Lessor may grant in its sole discretion after its credit review and approval process. The Lessee shall be limited to three such extensions.

Section 3.02. Continuation of the Lease Term.

The Lease Term for each Lease may be continued, solely at the option of the Lessee, at the end of the Original Term or any Renewal Term for the next succeeding Renewal Term up to the maximum Lease Term set forth in such Lease. At the end of the Original Term and at the end of each Renewal Term until the maximum Lease Term has been completed, the Lessee shall be deemed to have exercised its option to continue each Lease for the next Renewal Term unless the Lessee terminates such Lease pursuant to Section 3.03 or Section 10.01. The terms and conditions

during any Renewal Term shall be the same as the terms and conditions during the Original Term, except that the Rental Payments shall be as provided in the applicable Lease.

The Lessee intends, subject to Section 3.03, to continue the Lease Term of each Lease through the Original Term and all Renewal Terms and to pay the Rental Payments thereunder. The Lessee affirms that sufficient funds are available for the current fiscal year, and the Lessee reasonably believes that an amount sufficient to make all Rental Payments during the entire Lease Term of each Lease can be obtained from legally available funds of the Lessee. Subject to Section 3.03, the Lessee further intends to make provision for such payments to the extent necessary in each budget or appropriation request submitted and adopted in accordance with applicable provisions of law.

Section 3.03. *Nonappropriation.*

(a) The Lessee's officer charged with preparing the Lessee's draft budget as initially submitted to the governing body of the Lessee for consideration shall include in the initial proposal for each of the Lessee's annual budgets the amount of all Rental Payments and any estimated additional payments coming due under each Lease during the fiscal year to which such budget applies. Notwithstanding such inclusion in a proposed budget, the governing body of the Lessee may determine not to include such an appropriation in the Lessee's final budget for such fiscal year.

(b) If during the then current Original Term or Renewal Term, sufficient funds are not appropriated to make Rental Payments required under a Lease for the following fiscal year, the Lessee shall be deemed to not have renewed such Lease for the following fiscal year and the Lease shall terminate at the end of the then current Original Term or Renewal Term and Lessee shall not be obligated to make Rental Payments under such Lease beyond the then current fiscal year for which funds have been appropriated. Upon the occurrence of such nonappropriation (a "Nonappropriation Event"), the Lessee shall, no later than the end of the fiscal year for which Rental Payments have been appropriated, deliver possession of the Equipment under such Lease to the Lessor. If the Lessee fails to deliver possession of the Equipment to the Lessor upon termination of such Lease by reason of a Nonappropriation Event, the termination shall nevertheless be effective but the Lessee shall be responsible for the payment of damages in an amount equal to the portion of Rental Payments thereafter coming due that is attributable to the number of days after the termination during which the Lessee fails to deliver possession and for any other loss suffered by the Lessor as a result of the Lessee's failure to deliver possession as required. In addition, the Lessor may cause proceeds of the Lease and any earnings thereon held under the Acquisition Fund Agreement, if any, to be applied to the Lessee's obligations under the Lease and this Agreement. The Lessee shall notify the Lessor in writing within seven days after the failure of the Lessee to appropriate funds sufficient for the payment of the Rental Payments, but failure to provide such notice shall not operate to extend the Lease Term or result in any liability to the Lessee. Upon a Nonappropriation Event, the Lessor may terminate the Lease, and may require the Lessee, at the Lessee's expense, to promptly return any or all of the Equipment to the possession of the Lessor at such place within the United States as the Lessor shall specify, and the Lessor may thereafter dispose of the Equipment; provided, however, that any proceeds from the disposition of the property in excess of the sum required to (i) pay any amounts then due under the Lease which are to consist of the remaining balance after the lease payments, and (ii) pay the Lessor's costs and

expenses associated with the disposition of the Equipment (including attorneys fees), shall be paid to the Lessee or such other creditor of the Lessee as may be entitled thereto, and further provided that no deficiency shall be allowed against the Lessee.

Notwithstanding anything provided herein to contrary, all obligations of Lessee hereunder are subject to the annual appropriation by Lessee.

(c) The Lessee acknowledges and agrees that the nonappropriation provisions of this Agreement are not intended to be used (i) as a substitute for convenience termination nor (ii) to allow the Lessee to replace the Equipment with other substantially identical or functionally equivalent property. The Lessee, to the extent permitted by law, agrees not to use the nonappropriation provisions for any such purpose.

Section 3.04. Substitution.

The Lessee reserves the right to substitute Equipment of the same quantity and general type with the approximate equal value, utility and remaining useful life as the Equipment so replaced. Such substitution is subject to the Lessor's prior written consent, which consent shall not be unreasonably withheld, and shall be reflected in an amendment to the appropriate Schedule.

Section 3.05. Conditions to the Lessor's Performance Under Any Lease.

(a) As a prerequisite to the performance by the Lessor of any of its obligations pursuant to any Lease, the Lessee shall deliver to the Lessor the following:

(i) A fully completed Schedule, executed by the Lessee;

(ii) An Acquisition Fund Agreement, executed by the Lessee and the Lessor, unless the Lessor pays 100% of the Acquisition Amount directly to the Lessee for payment to the Vendor or for reimbursement for payments to the Vendor upon execution of the Lease;

(iii) A General Certificate of the Lessee, in substantially the form attached hereto as Exhibit C, completed to the satisfaction of the Lessor.

(iv) A certified copy of an ordinance, resolution or other official action of the Lessee's governing body authorizing the execution and delivery of the Lease and performance by the Lessee of its obligations thereunder.

(v) An opinion of counsel to Lessee in substantially the form attached hereto as Exhibit D respecting the Lease and otherwise satisfactory to the Lessor.

(vi) RESERVED.

(vii) A copy of a fully completed and executed tax certificate and Form 8038-GC or 8038-G.

(viii) Evidence of insurance as required by Section 7.02 hereof.

(ix) All other closing documents reasonably required by the Lessor, including invoicing information sheets, certificates, notices and similar instruments, in form satisfactory to the Lessor.

(b) In addition, the performance by the Lessor of any of its obligations pursuant to any Lease shall be subject to (i) no material adverse change in the financial condition of the Lessee since the date of this Agreement, (ii) no Event of Default having occurred, (iii) no Nonappropriation Event with respect to any Lease under this Agreement shall have occurred and (iv) if no Acquisition Fund has been established, the Equipment must be accepted by the Lessee no later than the funding date.

(c) This Agreement is not a commitment by the Lessor to enter into any Lease not currently in existence, and nothing in this Agreement shall be construed to impose any obligation upon the Lessor to enter into any proposed Lease, it being understood that whether the Lessor enters into any proposed Lease shall be a decision solely within the Lessor's discretion.

(d) Subject to satisfaction of the foregoing, the Lessor will pay the Acquisition Amount for the Equipment described in a Schedule to the Lessee for payment to the Vendor or to reimburse the Lessee for payments to the Vendor upon receipt of the documents described in Section 5.01; or if an Acquisition Fund has been established pursuant to an Acquisition Fund Agreement, the Lessor will deposit the Acquisition Amount for the Equipment described in the Schedule in the Acquisition Fund.

(e) Lessee will cooperate with the Lessor in the Lessor's review of any proposed Lease. Without limiting the foregoing, the Lessee will provide the Lessor with any documentation or information the Lessor may request in connection with the Lessor's review of any proposed Lease. Such documentation may include, without limitation, documentation concerning the Equipment and its contemplated use and location and documentation or information concerning the financial status of the Lessee and other matters related to the Lessee.

ARTICLE IV.

Section 4.01. Rental Payments.

Subject to Section 3.03, the Lessee shall promptly pay Rental Payments, in lawful money of the United States of America, to the Lessor on the dates and in such amounts as provided in each Lease. The Lessee shall pay the Lessor a charge on any Rental Payment not paid on the date such payment is due at an annual rate equal to the Prime Rate or the maximum amount permitted by law, whichever is less, from such date. Rental Payments consist of principal and interest payments as more fully detailed on each Schedule, the interest on which begins to accrue as of the Commencement Date for each such Schedule. Rental Payments shall be calculated based on a 360-day year of twelve 30-day months.

Section 4.02. *Interest and Principal Components.*

A portion of each Rental Payment is paid as, and represents payment of, interest, and the balance of each Rental Payment is paid as, and represents payment of, principal. Each Lease shall set forth the principal and interest components of each Rental Payment payable thereunder during the Lease Term.

Section 4.03. *Rental Payments to Constitute a Current Expense of the Lessee.* The Lessor and the Lessee understand and intend that the obligation of the Lessee to pay Rental Payments under each Lease is subject to annual appropriation by the Lessee and shall constitute a current expense of the Lessee payable solely from its general fund or other funds that are legally available for that purpose and shall not in any way be construed to be a debt of the Lessee in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by the Lessee. THE RENTAL PAYMENTS ARE TO BE MADE ONLY FROM THE LESSEE'S LEGALLY AVAILABLE REVENUES APPROPRIATED ON AN ANNUAL BASIS, AND NEITHER THE LESSEE, THE STATE, NOR ANY POLITICAL SUBDIVISION OR AGENCY THEREOF SHALL BE OBLIGATED TO PAY ANY SUMS DUE UNDER A LEASE FROM THE COMPELLED LEVY OF AD VALOREM OR OTHER TAXES EXCEPT FROM THOSE LEGALLY AVAILABLE REVENUES APPROPRIATED BY THE LESSEE ON AN ANNUAL BASIS, AND NEITHER THE FULL FAITH AND CREDIT NOR THE TAXING POWER OF THE LESSEE, THE STATE OF FLORIDA OR ANY POLITICAL SUBDIVISION THEREOF ARE PLEDGED FOR PAYMENT OF SUCH SUMS DUE UNDER A LEASE.

Section 4.04. *Rental Payments to be Unconditional.* Except as provided in Section 3.02, Section 3.03 and Section 4.03, the obligations of the Lessee to make Rental Payments and to perform and observe the other covenants and agreements contained in each Lease shall be absolute and unconditional in all events without abatement, diminution, deduction, set-off or defense, for any reason, including without limitation any failure of the Equipment, after it has been accepted by the Lessee, any defects, malfunctions, breakdowns or infirmities in the equipment or any accident, condemnation or unforeseen circumstances.

Section 4.05. *Tax Covenant.* The Lessee agrees that it will not take, or fail to take in a timely manner, any action that would cause (a) the interest component of Rental Payments to be or to become ineligible for the exclusion from gross income of the owner or owners thereof for federal income tax purposes, including, without limitation, the calculation and payment of any rebate required to preserve such exclusion or (b) if applicable, the Lessor's obligations under this Agreement to not be "qualified tax-exempt obligations" for purposes of Section 265(b)(3) of the Code.. Subject to the Lessee's right to terminate the Lease as provided herein, the foregoing covenant shall remain in effect until the date on which all obligations of the Lessee in fulfilling the above covenant under the Code have been met.

Section 4.06. *Event of Taxability.*

(a) "Rate Adjustment Event" means any action by the Internal Revenue Service (including the delivery of a deficiency notice) or any other federal court or administrative body

determining that (i) the interest component of Rental Payments, or any portion thereof, is includable in any counterparty's gross income for federal income tax purposes or (ii) if applicable, the Lessee's obligations under this Agreement are not "qualified tax-exempt obligations" within the meaning of Code Section 265 (a "265 Event"), in any case as a result of any misrepresentation by the Lessee or as a result of any action the Lessee takes or fails to take.

(b) Upon any Rate Adjustment Event, (i) the unpaid principal portion of the Acquisition Amount shall continue to be payable on dates and in amounts as set forth in the Leases, but (ii) the interest components of the Rental Payments shall be recalculated, at an interest rate equal to an annualized interest rate equal to the Prime Rate plus 2% (200 basis points), to the date (retroactively, if need be) determined pursuant to the Rate Adjustment Event to be the date interest became includable in any counterparty's gross income for federal income tax purposes (in the case of a 265 Event, retroactively to the funding date).

(c) The Lessee shall pay interest at such adjusted rate (subject to credit for interest previously paid) to each affected counterparty, notwithstanding the fact that any particular counterparty may not be a counterparty to this Agreement on the date of a Rate Adjustment Event. The Lessee shall additionally pay to all affected counterparties any interest, penalties or other charges assessed against or payable by such counterparty and attributable to a Rate Adjustment Event notwithstanding the prior repayment of the entire Acquisition Amount or any transfer to another counterparty.

Section 4.07. Mandatory Prepayment. If the Lease Proceeds are deposited into an Acquisition Fund, any funds remaining in the Acquisition Fund on or after the Acquisition Period and not applied to Equipment Costs, shall be applied by the Lessor in the manner provided in the Acquisition Fund Agreement.

Section 4.08. Annual Fees to Sponsor. The Lessee agrees to pay the Sponsor an upfront fee as described on Exhibit E hereof for providing the lease purchase program represented by this Agreement. The fee amount will be remitted to the Sponsor on the Commencement Date in accordance with the closing funds memorandum which will include the Sponsor's wire instructions.

ARTICLE V.

Section 5.01. Delivery, Installation and Acceptance of Equipment.

(a) The Lessee shall order the Equipment, cause the Equipment to be delivered and installed at the location specified in the Lease, and pay any and all delivery and installation costs and other Equipment Costs in connection therewith. When the Equipment listed in any Lease has been delivered and installed, the Lessee shall promptly accept such Equipment and evidence said acceptance by executing and delivering to the Lessor an acceptance certificate in the form attached hereto as Exhibit B (the "Acceptance Certificate").

(b) The Lessee shall deliver to the Lessor original invoices and bills of sale (if title to such Equipment has passed to the Lessee) relating to each item of Equipment accepted by the Lessee.

With respect to Equipment not purchased through an Acquisition Fund, the Lessor shall prepare a Schedule of Property and a Rental Payment Schedule which shall be finalized and executed simultaneously with the Lessee's execution of the Acceptance Certificate.

Section 5.02. *Enjoyment of Equipment*. The Lessor shall provide the Lessee with quiet use and enjoyment of the Equipment during the Lease Term, and the Lessee shall peaceably and quietly have, hold and enjoy the Equipment during the Lease Term, without suit, trouble or hindrance from the Lessor, except as otherwise expressly set forth in the related Lease. The Lessor shall not interfere with such quiet use and enjoyment during the Lease Term so long as the Lessee is not in default under the related Lease.

Section 5.03. *Location and Inspection of the Equipment.* Once installed, the Lessee will not move any item of the Equipment from the location specified for it in the Lease on which such item is listed without the Lessor's consent, which consent shall not be unreasonably withheld. The Lessor shall have the right at all reasonable times during regular business hours to enter into and upon the property of the Lessee for the purpose of inspecting the Equipment. The Lessee shall promptly provide any information about the Equipment or a Lease that may be reasonably requested by the Lessor.

Section 5.04. *Use and Maintenance of the Equipment*. The Lessee will not install, use, operate, or maintain the Equipment improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by the related Lease. The Lessee shall provide all permits and licenses, if any, necessary for the installation and operation of the Equipment. In addition, the Lessee agrees to comply in all respects with all applicable laws, regulations and rulings of any legislative, executive, administrative, or judicial body; provided that the Lessee may contest in good faith the validity or application of any such law, regulation or ruling in any reasonable manner that does not, in the opinion of the Lessor, adversely affect the interest (including the reversionary interest) of the Lessor in and to the Equipment or its interest or rights under the Lease.

The Lessee agrees that it will maintain, preserve, and keep the Equipment in good repair and working order, in accordance with manufacturer's recommendations. The Lessor shall have no responsibility to maintain, repair or make improvements or additions to the Equipment. If commercially available, the Lessee will maintain in force a standard maintenance contract with the manufacturer of the Equipment, and upon request will provide the Lessor with a copy of that contract. Upon the prior written consent of the Lessor, which consent shall not be unreasonably withheld, the Lessee may use another third party maintenance provider provided the maintenance contract between the Lessee and such third party requires the third party to maintain the Equipment at the manufacturer's then current release, revision and engineering change levels, including hardware, software enhancements and microcode levels. In all cases, the Lessee agrees to pay any costs necessary for the manufacturer to re-certify the Equipment as eligible for manufacturer's maintenance upon the return of the Equipment to the Lessor as provided for herein.

The Lessee shall not alter any item of Equipment or install any accessory, equipment or device on an item of Equipment if that would impair any applicable warranty, the originally intended function or the value of that Equipment. All repairs, parts, accessories, equipment and

devices furnished, affixed to or installed on any Equipment, excluding temporary replacements, shall thereupon become subject to the interest of the Lessor.

Section 5.05. Environmental Warranties and Indemnification.(a) The Lessee warrants and represents to the Lessor that, to the best of the Lessee's knowledge after thorough investigation, the Equipment is not now and has not ever been used to generate, manufacture, refine, transport, treat, store, handle, dispose, transfer, produce or process Hazardous Materials.

(b) The Lessee covenants that the Equipment shall be kept free of Hazardous Materials and shall not be used to generate, manufacture, refine, transport, treat, store, handle, dispose, transfer, produce or process Hazardous Materials, except in connection with the normal maintenance and operation of the Equipment, and the Lessee shall not cause or permit, as a result of any intentional or unintentional act or omission on the part of the Lessee or any user or lessee, the release of Hazardous Materials onto the Equipment or suffer the presence of Hazardous Materials on the Equipment, except in connection with the normal maintenance and operation of the Equipment.

(c) The Lessee shall comply with, and ensure compliance by all users and lessees with, all applicable federal, State and local laws, ordinances, rules and regulations with respect to Hazardous Materials and shall keep the Equipment free and clear of any liens imposed pursuant to such laws, ordinances, rules and regulations. If the Lessee receives any notices from any governmental agency or any user or lessee with regard to Hazardous Materials on, from or affecting the Equipment, the Lessee shall immediately notify the Lessor. The Lessee shall conduct and complete all investigations, studies, sampling and testing and all remedial, removal and other actions necessary to clean up and remove all Hazardous Materials on, from or affecting the Equipment in accordance with all applicable federal, State and local laws, ordinances, rules, regulations and policies and to Lessor's satisfaction.

(d) "Hazardous Materials" means any explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances, or related materials, asbestos or any materials containing asbestos, or any other substance or material as defined by any federal, State or local environmental law, ordinance, rule or regulation including, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (42 U.S.C. sections 9601 et seq.), the Hazardous Materials Transportation Act, as amended (49 U.S.C. sections 1801 et seq.), the Resource Conservation and Recovery Act, as amended (42 U.S.C. sections 9601 et seq.), and the regulations adopted and publications promulgated pursuant thereto.

(e) To the extent permitted by law, the Lessee shall indemnify and hold the Lesssor harmless from and against (i) any and all damages, penalties, fines, claims, liens, suits, liabilities, costs (including clean-up costs), judgments and expenses (including attorneys', consultants' or experts' fees and expenses) of every kind and nature suffered by or asserted against the Lessor as a direct or indirect result of any warranty or representation made by the Lessee in subsections (a) through (c) above being false or untrue in any material respect, or (ii) any requirement under any law, regulation or ordinance, local, State or federal, which requires the elimination or removal of

any hazardous materials, substances, wastes or other environmentally regulated substances by the Lessor or the Lessee or any transferee or assignee the Lessor or the Lessee.

(f) The Lessee's obligations under this Section shall continue in full force and effect notwithstanding full payment of the Rental Payments under this Agreement.

ARTICLE VI.

Section 6.01. *Title to the Equipment*. The relationship of the parties shall be that of lessor and lessee. The Lessor shall own the Equipment, subject to the leasehold interest of the Lessee. Where title to certain Equipment must be registered, legal title may be registered in the name of the Lessee, but in all instances shall be subject to the interest of the Lessor therein as contemplated by this Agreement. During each Lease Term, and so long as the Lessee is not in default under Article XII hereof, all right, title and interest in and to each item of the Equipment shall be vested in the Lessee immediately upon its acceptance of each item of Equipment, subject to the ownership interest of the Lessor therein as contemplated by this Agreement, in accordance with the terms and conditions of the applicable Lease. The Lessee shall at all times protect and defend, at its own cost and expense, its title in and to the Equipment from and against all claims, liens and legal processes of its creditors, and keep all Equipment free and clear of all such claims, liens and processes. Upon the occurrence of an Event of Default or a Nonappropriation Event, full and unencumbered legal title to the Equipment shall be vested in the Lessor, and the Lessee shall have no further interest therein except as provided in Section 12.02(c). In addition, upon the occurrence of such an Event of Default or Nonappropriation Event, the Lessee shall execute and deliver to the Lessor such documents as the Lessor may request to evidence the vesting of such legal title to the Lessor and the termination of the Lessee's interest therein, and upon request by the Lessor shall deliver possession of the Equipment to the Lessor in accordance with Section 12.02. Upon purchase of the Equipment under a Lease by the Lessee pursuant to Section 10.01, the Lessor's interest in the Equipment shall terminate, and the Lessor shall execute and deliver to the Lessee such documents as the Lessee may request to evidence the termination of the Lessor's interest in Equipment subject to the related Lease.

Section 6.02. *Personal Property*. The Equipment is and will remain personal property and will not be deemed to be affixed to or a part of the real estate on which it may be situated, notwithstanding that the Equipment or any part thereof may be or hereafter become in any manner physically affixed or attached to real estate or any building thereon. Upon the request of the Lessor, the Lessee will, at the Lessee's expense, furnish a waiver of any interest in the Equipment from any party having an interest in any such real estate or building.

ARTICLE VII.

Section 7.01. *Liens, Taxes, Other Governmental Charges and Utility Charges*. The Lessee shall keep the Equipment free of all levies, liens, and encumbrances except those created by each Lease. The parties to this Agreement contemplate that the Equipment will be used for a governmental, municipal or public purpose or function of the Lessee and that the Equipment will therefore be exempt from all property taxes. If the use, possession or acquisition of any Equipment is

nevertheless determined to be subject to taxation, the Lessee shall pay when due all taxes and governmental charges lawfully assessed or levied against or with respect to such Equipment. The Lessee shall pay all utility and other charges incurred in the use and maintenance of the Equipment. The Lessee shall pay such taxes or charges as the same may become due; provided that, with respect to any such taxes or charges that may lawfully be paid in installments over a period of years, the Lessee shall be obligated to pay only such installments as accrue during each Lease Term. In the event that the installation of any component of any item of Equipment could be deemed to require a performance and payment bond under Section 255.05, Florida Statutes, or be deemed subject to the mechanic's lien provisions of Chapter 713, Florida Statutes, or any successor statute to each, as they may be amended from time to time, the Lessee shall require such bonds, post such notices and do all other things provided for under such laws in order to keep the Equipment free of and exempt from all liens.

Section 7.02. *Insurance.*

(a) The Lessee shall, at its own expense, acquire, carry and maintain broad-form extended coverage property damage insurance with respect to all Equipment in an amount equal to the actual cash value, including installation costs, of the Equipment. Such property damage insurance shall include the Lessor as a loss payee. The Lessee shall provide evidence of such coverage to the Lessor promptly upon installation of the Equipment. Any Net Proceeds (as defined in Section 8.01) of the insurance required by this subsection (a) shall be payable as provided in Section 8.01.

(b) The Lessee shall, at its own expense, acquire, carry and maintain comprehensive general liability insurance (and auto liability insurance, if applicable) in an amount not less than $1,000,000 for personal injury or death and $1,000,000 for property damage.

(c) The Lessee shall also maintain workers' compensation insurance issued by a responsible carrier authorized under State law to insure the Lessee against liability for compensation under applicable State law as in effect from time to time.

(d) All insurance shall be maintained with generally recognized responsible insurers and may carry reasonable deductible or risk-retention amounts. All such policies shall be deposited with the Lessor, provided that in lieu of such policies there may be deposited with the Lessor a certificate or certificates of the respective insurers attesting the fact that the insurance required by this Section is in full effect. Prior to the expiration of any such policy, the Lessee shall furnish the Lessor evidence satisfactory to the Lessor that the policy has been renewed or replaced or is no longer required by this Agreement.

(e) No Lessee agent or employee shall have the power to adjust or settle any property damage loss greater than $50,000 with respect to the Equipment, whether or not covered by insurance, without the Lessor's prior written consent.

(f) The Lessor shall not be responsible for the sufficiency or adequacy of any required insurance and shall be fully protected in accepting payment on account of such insurance or any adjustment, compromise or settlement of any loss agreed to by the Lessor.

(g) The Lessee shall deliver to the Lessor annually by December 31 of each year a certificate stating that the risk coverages required by this Agreement are in effect, and stating the carriers, policy numbers, coverage limits and deductible or risk-retention amounts for all such coverages.

Section 7.03. Advances. In the event the Lessee shall fail to keep the Equipment in good repair and working order, the Lessor may, but shall be under no obligation to, maintain and repair the Equipment and pay the cost thereof. All amounts so advanced by the Lessor shall constitute additional rent for the then current Original Term or Renewal Term and the Lessee covenants and agrees to pay such amounts so advanced by the Lessor with interest thereon from the due date until paid at an annual rate equal to the Prime Rate or the maximum amount permitted by law, whichever is less.

ARTICLE VIII.

Section 8.01. Damage, Destruction and Condemnation. Unless the Lessee shall have exercised its option to purchase the Equipment by making payment of the Purchase Price as provided in the related Lease, if, prior to the termination of the applicable Lease Term, (a) the Equipment or any portion thereof is destroyed, in whole or in part, or is damaged by fire or other casualty, or (b) title to, or the temporary use of, the Equipment or any part thereof shall be taken under the exercise or threat of the power of eminent domain by any governmental body or by any person, firm or corporation acting pursuant to governmental authority, the Lessee and the Lessor will cause the Net Proceeds (as defined herein) of any insurance claim or condemnation award or sale under threat of condemnation to be applied to the prompt replacement, repair, restoration, modification or improvement of the Equipment. Any balance of the Net Proceeds remaining after such work has been completed shall be paid to the Lessee.

If the Lessee elects to replace any item of the Equipment (the "Replaced Equipment") pursuant to this Section, the replacement equipment (the "Replacement Equipment") shall be of similar type, utility and condition to the Replaced Equipment and shall be of equal or greater value than the Replaced Equipment. The Lessee shall represent, warrant and covenant to the Lessor that each item of Replacement Equipment is free and clear of all claims, liens, security interests and encumbrances, excepting only those liens created by or through the Lessor, and shall provide to the Lessor any and all documents as the Lessor may reasonably request in connection with the replacement, including, but not limited to, documentation in form and substance satisfactory to the Lessor evidencing the Lessor's interest in the Replacement Equipment. The Lessor and the Lessee hereby acknowledge and agree that any Replacement Equipment acquired pursuant to this paragraph shall constitute "Equipment" for purposes of this Agreement and the related Lease. The Lessee shall complete the documentation of Replacement Equipment on or before the next Rental Payment date after the occurrence of a casualty event, or be required to exercise the Purchase Option with respect to the damaged equipment.

For purposes of this Article, the term "Net Proceeds" shall mean the amount remaining from the gross proceeds of any insurance claim or condemnation award or sale under threat of condemnation after deducting all expenses, including attorneys' fees, incurred in the collection thereof.

Section 8.02. *Insufficiency of Net Proceeds.* If the Net Proceeds are insufficient to pay in full the cost of any replacement, repair, restoration, modification or improvement referred to in Section 8.01, the Lessee shall either (a) complete such replacement, repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of the Net Proceeds, or (b) pay or cause to be paid to the Lessor the amount of the then applicable Purchase Price for the Equipment, and, upon such payment, the applicable Lease Term shall terminate and the Lessor's interest in the Equipment shall terminate as provided in Article VI hereof. The amount of the Net Proceeds, if any, remaining after completing such repair, restoration, modification or improvement or after purchasing such Equipment and such other Equipment shall be retained by the Lessee. If the Lessee shall make any payments pursuant to this Section, the Lessee shall not be entitled to any reimbursement therefor from the Lessor nor shall the Lessee be entitled to any diminution of the amounts payable under Article IV.

ARTICLE IX.

Section 9.01. Disclaimer of Warranties. The Lessor makes no warranty or representation, either express or implied, as to the value, design, condition, merchantability or fitness for particular purpose or fitness for use of the Equipment, or any other warranty or representation, express or implied, with respect thereto and, as to the Lessor, the Lessee's acquisition of the Equipment shall be on an "as is" basis. In no event shall the Lessor be liable for any incidental, indirect, special or consequential damage in connection with or arising out of this Agreement, any Lease, the Equipment or the existence, furnishing, functioning or the Lessee's use of any item, product or service provided for in this Agreement or any Lease.

Section 9.02. Vendor's Warranties. The Lessor hereby irrevocably appoints the Lessee its agent and attorney-in-fact during each Lease Term, so long as the Lessee shall not be in default under the related Lease, to assert from time to time whatever claims and rights (including without limitation warranties) relating to the Equipment that the Lessor may have against Vendor. The Lessee's sole remedy for the breach of such warranty, indemnification or representation shall be against Vendor of the Equipment, and not against the Lessor. Any such matter shall not have any effect whatsoever on the rights and obligations of the Lessor with respect to any Lease, including the right to receive full and timely payments under a Lease. The Lessee expressly acknowledges that the Lessor makes, and has made, no representations or warranties whatsoever as to the existence or the availability of such warranties by the Lessor of the Equipment.

ARTICLE X.

Section 10.01. Purchase Option. The Lessee shall have the option to purchase all of the Equipment listed in a Lease, upon giving written notice to the Lessor at least 30, but not more than 120, days before the date of purchase, at the following times and upon the following terms:

(a) From and after the date specified in the related Schedule (the "Purchase Option Commencement Date"), on the Rental Payment dates specified in each Lease, upon payment in full of the Rental Payments then due and all other amounts then owing under such Lease plus the then applicable Purchase Price, as set forth in the applicable Schedule, plus the premium, if any, set forth in the applicable Schedule; or

(b) In the event of substantial damage to or destruction or condemnation of substantially all of the Equipment listed in a Lease, on the day specified in the Lessee's notice to the Lessor of its exercise of the Purchase Option upon payment in full to the Lessor of the Rental Payments then due and all other amounts then owing under such Lease plus the then applicable Purchase Price, plus the premium, if any, set forth in the applicable Schedule; or

(c) Upon the expiration of the Lease Term, upon payment in full of all Rental Payments then due and all other amounts then owing under the Lease, and the payment of $1.00 to the Lessor.

ARTICLE XI.

Section 11.01. Assignment by the Lessor. The Lessor's right, title and interest in and to Rental Payments and any other amounts payable by the Lessee under any and all of the Leases, and all proceeds therefrom may be assigned and reassigned in whole or in part to one or more assignees or subassignees by the Lessor, without the necessity of obtaining the consent of the Lessee; provided, however, that any such assignment, transfer or conveyance to a trustee for the benefit of owners of certificates of participation shall be made in a manner that conforms to any applicable State law. Nothing in this Section 11.01 shall be construed, however, to prevent the Lessor from executing any such assignment, transfer or conveyance that does not involve funding through the use of certificates of participation within the meaning of applicable State law, including any such assignment, transfer or conveyance as part of a multiple asset pool to a partnership or trust, interests in which are offered and sold in a private placement or limited offering only to investors whom the Lessor reasonably believes are qualified institutional buyers or accredited investors within the meaning of the applicable federal securities law; provided further, however, that in any event, the Lessee shall not be required to make Rental Payments, to send notices or to otherwise deal with respect to matters arising under a Lease with or to more than one individual or entity. No assignment, transfer or conveyance permitted by this Section 11.01 shall be effective until the Lessee shall have received a written notice of assignment that discloses the name and address of each such assignee; provided, however, that if such assignment is made to a bank or trust company as trustee or paying agent for owners of certificates of participation, trust certificates or partnership interests with respect to the Rental Payments payable under a Lease, it shall thereafter be sufficient that the Lessee receives notice of the name and address of the bank or trust company as trustee or paying agent. During the term of each Lease, the Lessee shall keep, or cause to be kept, a complete and accurate record of all such assignments in form necessary to comply with Section 149 of the Code. The Lessee shall retain all such notices as a register of all assignees and shall make all payments to the assignee or assignees designated in such register. The Lessee shall not have the right to and shall not assert against any assignee any claim, counterclaim or other right the Lessee may have against the Lessor or the Vendor. Assignments in part may include without limitation assignment of all of the Lessor's rights in, to and under the Lease related to the Equipment listed in a particular Lease. The option granted in this Section may be separately exercised from time to time with respect to the Equipment listed in each Lease, but such option does not permit the assignment of less than all of the Lessor's interests in the Equipment listed in a single Lease.

Section 11.02. Assignment and Subleasing by the Lessee. None of the Lessee's right, title, and interest in, to and under any Lease or any portion of the Equipment may be assigned or encumbered by the Lessee without prior written consent of the Lessor.

ARTICLE XII.

Section 12.01. Events of Default Defined. Any of the following events shall constitute an "Event of Default" under a Lease, subject to Section 3.03:

(a) Failure by the Lessee to pay any Rental Payment or other payment required to be paid under any Lease at the time specified herein;

(b) Failure by the Lessee to observe and perform any covenant, condition or agreement on its part to be observed or performed, other than as referred to in subparagraph (a) above, for a period of 30 days after written notice specifying such failure and requesting that it be remedied is given to the Lessee by the Lessor, unless the Lessor shall agree in writing to an extension of such time prior to its expiration; provided that, if the failure stated in the notice cannot be corrected within the applicable period, the Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by the Lessee within the applicable period and diligently pursued until the default is corrected;

(c) Any statement, representation or warranty made by the Lessee in or pursuant to any Lease or its execution, delivery or performance shall prove to have been false, incorrect, misleading, or breached in any material respect on the date when made;

(d) Any default occurs under any other agreement for borrowing money or receiving credit under which the Lessee may be obligated as borrower, if such default consists of (i) the failure to pay any indebtedness of $100,000 or more when due or (ii) the failure to perform any other obligation thereunder that gives the holder of the indebtedness the right to accelerate the indebtedness if such indebtedness is $100,000 or more.

(e) The Lessee shall (i) apply for or consent to the appointment of a receiver, trustee, custodian or liquidator of the Lessee, or of all or a substantial part of the assets of the Lessee, (ii) be unable, fail or admit in writing its inability generally to pay its debts as they become due, (iii) make a general assignment for the benefit of creditors, (iv) have an order for relief entered against it under applicable federal bankruptcy law, or (v) file a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors or taking advantage of any insolvency law or any answer admitting the material allegations of a petition filed against the Lessee in any bankruptcy, reorganization or insolvency proceeding;

(f) An order, judgment or decree shall be entered by any court of competent jurisdiction, approving a petition or appointing a receiver, trustee, custodian or liquidator or the Lessee or of all or a substantial part of the assets of the Lessee, in each case without its application, approval or consent, and such order, judgment or decree shall continue unstayed and in effect for any period of 30 consecutive days; or

(g) The Lessee shall consolidate, merge or otherwise combine with any other entity, or sell, lease or dispose of all or a substantial portion of its assets.

Section 12.02. *Remedies on Default.* Whenever any Event of Default exists, the Lessor shall have the right, at its sole option without any further demand or notice, to take one or any combination of the following remedial steps:

(a) The Lessor may by notice in writing to the Lessee terminate the Lease, whereupon all rights of the Lessee to use the Equipment shall cease and terminate;

(b) By written notice to the Lessee, the Lessor may demand that the Lessee pay, as liquidated damages for loss of a bargain and not as a penalty, all unpaid Rental Payments payable by the Lessee pursuant to such Lease and other amounts payable by the Lessee under such Lease to the end of the then current Original Term or Renewal Term;

(c) With or without terminating the Lease Term under such Lease, the Lessor may request that the Lessee at the Lessee's expense promptly return any or all of such Equipment to the possession of the Lessor at such place within the United States as the Lessor shall specify. In such event, the Lessor shall use its best efforts to sell or lease such Equipment or, for the account of the Lessee, sublease such Equipment. If the Lessee returns the Equipment and the Lessor sells, leases or otherwise disposes of any or all of the Equipment, the Lessor shall apply the proceeds of such sale, lease or other disposition as described in Section 12.04. The Lessee shall not be liable for any deficiency after sale, lease or other disposition of the Equipment. If the Lessee elects not to return the Equipment, the Lessor is entitled to payment of unpaid Rental Payments through the date of the Lessor's request to return the Equipment plus the then applicable Purchase Price, as set forth in the applicable Schedule for such Equipment. The exercise of any such remedies respecting any such Event of Default shall not relieve the Lessee of any other liabilities under any other Lease or the Equipment listed therein; and

(d) The Lessor may take whatever action at law or in equity may appear necessary or desirable to enforce its rights under such Lease.

Notwithstanding the above listed Events of Default, non-appropriation of any Rental Payment shall not constitute an Event of Default.

Section 12.03. No Remedy Exclusive. No remedy herein conferred upon or reserved to the Lessor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under a Lease now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Lessor to exercise any remedy reserved to it in this Article it shall not be necessary to give any notice other than such notice as may be required in this Article.

Section 12.04. Application of Moneys. Any net proceeds from the exercise of any remedy or an event of non-appropriation under this Agreement shall be applied in the following order of priority: FIRST, to pay all of the Lessor's costs, charges and expenses incurred in taking, holding, repairing, selling, leasing or otherwise disposing of Equipment, then SECOND, to the extent not previously paid by the Lessee, to pay the Lessor all Rental Payments under the applicable Lease through the termination date, then THIRD, to pay the Purchase Price applicable as of the end of the then current Original Term or Renewal Term, as set forth in the Schedule for such Equipment, then FOURTH to pay any remainder to the Lessee; provided that if such remedy is exercised with respect to more than one Lease, Equipment listed in more than one Lease or rights under more than

one Lease, then to amounts due pursuant to such application of moneys pro rata among the Leases or Equipment, as the case may be.

ARTICLE XIII.

Section 13.01. *No Fees Paid by the Lessor*. The Lessor hereby certifies that it has not paid or has not promised to pay, directly or indirectly, a fee to any person not regularly employed by the Lessor to act as an intermediary between the Lessee and the Lessor for the purpose of influencing any transaction in connection with this Agreement or any Lease.

Section 13.02. *The Sponsor Not Liable*. The Sponsor's responsibilities under this Agreement are limited to sponsorship of the Master Lease/Purchase Program and facilitation of communication between the Lessor and the Lessee in connection with the initial execution of this Agreement. The Sponsor shall have no ongoing responsibilities under this Agreement or with respect to any Lease, and shall have no liability for actions taken by any party under this Agreement.

Section 13.03. *Notices*. All notices, certificates or other communications under any Lease shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, or delivered by overnight courier, or sent by facsimile transmission (with electronic confirmation) to the parties hereto at the addresses immediately after the signatures to this Agreement (or at such other address as either party hereto shall designate in writing to the other for notices to such party) and to any assignee at its address as it appears on the registration books maintained by the Lessee.

Section 13.04. *Release and Indemnification*. To the extent permitted by law, but only from legally available funds, the Lessee shall indemnify, protect, hold harmless, save and keep harmless the Lessor from and against any and all liability, obligation, loss, claim, tax and damage whatsoever, regardless of cause thereof, and all expenses in connection therewith (including, without limitation, reasonable counsel fees and expenses, penalties connected therewith imposed on interest received) arising out of or as a result of: (a) the entering into of this Agreement or any Lease, (b) the ownership of any item of the Equipment, (c) the ordering, acquisition, use, operation, condition, purchase, delivery, rejection, storage or return of any item of the Equipment, (d) any accident in connection with the operation, use, condition, possession, storage or return of any item of the Equipment resulting in damage to property or injury to or death to any person, and/or (e) the breach of any covenant in a Lease or any material misrepresentation contained in a Lease. The indemnification arising under this paragraph shall continue in full force and effect notwithstanding the full payment of all obligations under all Leases or the termination of the Lease Term under all Leases for any reason.

Section 13.05. *Binding Effect.* This Agreement and each Lease shall inure to the benefit of and shall be binding upon the Lessor and the Lessee and their respective successors and assigns.

Section 13.06. *Severability*. In the event any provision of this Agreement or any Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof or thereof. Any provisions in this

Agreement or any Lease which are in conflict with any statute, law or applicable rule shall be deemed omitted, modified or altered to conform thereto.

Section 13.07. Amendments, Changes and Modifications. This Agreement and each Lease may only be amended by the Lessor and the Lessee in writing with written notice to Sponsor containing a copy of any such amendments.

Section 13.08. Execution in Counterparts. This Agreement and each Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 13.09. Applicable Law. This Agreement and each Lease shall be governed by and construed in accordance with the laws of the State.

Section 13.10. Captions. The captions or headings in this Agreement and in each Lease are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement or any Lease.

IN WITNESS WHEREOF, the Lessor and the Lessee have caused this Agreement to be executed in their names by their duly authorized representatives as of the date first above written.

Lessor:	Lessee:
Branch Banking and Trust Company	**CITY OF LAKE WALES, FLORIDA**
By:_____	By:_____
Title:_____	Title:_____
Address:_____	Address:_____
_____	_____
	(Seal)
	Attest:
	By:_____
	Title:_____

Sponsor:
Florida League of Cities, Inc.

By:_____
Title:_____
Address:_____
_____

Exhibit A

Schedule of Property No. 1

Re: Master Equipment Lease/Purchase Agreement, dated as of November ___, 2016 among Branch Banking and Trust Company, as Lessor, Florida League of Cities, Inc., as Sponsor and the City of Lake Wales, Florida, as Lessee.

1. Defined Terms. All terms used herein have the meanings ascribed to them in the above-referenced Master Equipment Lease/Purchase Agreement (the "Agreement").

2. Equipment. The following items of Equipment are hereby included under this Schedule of the Agreement.

Quantity	Description	Serial No.	Model No.	Location
1	John Deere 40KW Diesel Generator		JD40-03	n/a
1	John Deere 200KW Diesel Generator		JD200-01	n/a
1	ASCO 300 G Series Automatic Transfer Switches			
1	ASCO 100AMP Automatic Switch			n/a
1	250KW Blue Star Generator			

The equipment will be more particularly described in documentation submitted with requisitions pursuant to the Acquisition Fund Agreement.

3. Payment Schedule.

(a) *Rental Payments*. The Rental Payments shall be in such amounts and payable on such dates as set forth in the Rental Payment Schedule attached to this Schedule as Exhibit A-1. Rental Payments shall commence (i) on the date on which the Equipment listed in this Schedule is accepted by the Lessee, as indicated in an Acceptance Certificate substantially in the form of Exhibit B to the Agreement or (ii) the date on which sufficient moneys to purchase the Equipment are

deposited for that purpose under the Acquisition Fund Agreement, if any, or made available to the Lessee, whichever is earlier.

(b) *Purchase Price Schedule*. The Purchase Price on each Rental Payment date for the Equipment listed in this Schedule shall be the amount set forth for such Rental Payment date in the "Purchase Price" column of the Rental Payment Schedule attached to this Schedule. The Purchase Price is in addition to all Rental Payments then due under this Schedule (including the Rental Payment shown on the same line in the Rental Payment Schedule). After payment of the applicable Purchase Price, plus all other amounts then due and owing under the Lease, the Lessee will own the related Equipment, free and clear of any obligations under the related Lease.

4. Representations, Warranties and Covenants. The Lessee hereby represents, warrants and covenants that its representations, warranties and covenants set forth in the Agreement are true and correct as though made on the date of commencement of Rental Payments on this Schedule. The Lessee further represents and warrants that no material adverse change in the Lessee's financial condition has occurred since the date of the Agreement.

5. The Lease. The terms and provisions of the Agreement (other than to the extent that they relate solely to other Schedules or Equipment listed on other Schedules) are hereby incorporated into this Schedule by reference and made a part hereof. The maximum Lease Term, subject to annual appropriation, is 60 months.

[OPTION: IF ACQUISITION FUND AGREEMENT IS USED:

6. Acquisition Amount. The Acquisition Amount for the Equipment described in this Schedule, to be deposited in the Acquisition Fund designated "Schedule No. 1 Acquisition Fund" for Contract No. 9909001800-00001 is $ 89,529.00.

7. Acquisition Period. The Acquisition Period applicable to this Schedule shall end at the conclusion of the _____ month following the date hereof.]

Dated: November ___, 2016.

Lessor:
Branch Banking and Trust Company
By: _____
Title: _____

Lessee:
CITY OF LAKE WALES, FLORIDA
By: _____
Title: _____

(Seal)

Attest:

By: _____
Title: _____

[Master Equipment Lease/Purchase Agreement Exhibit A between the City of Lake Wales, Florida and Branch Banking and Trust Company]

Exhibit A-1

Rental Payment Schedule

City of Lake Wales, Florida
$89,529.00 Generators
9909001800-00001

DRAFT AMORTIZATION SCHEDULE-TO BE UPDATED TO REFLECT FUNDING DATE

Compound Period: Monthly

Nominal Annual Rate: 1.800 %

CASH FLOW DATA

	Event	Date	Amount	Number	Period	End Date
1	Loan	11/07/2016	89,529.00	1		
2	Payment	12/07/2016	1,561.42	60	Monthly	11/07/2021

AMORTIZATION SCHEDULE - Normal Amortization, 360 Day Year

	Date	Payment	Interest	Principal	Balance
Loan	11/07/2016				89,529.00
1	12/07/2016	1,561.42	134.29	1,427.13	88,101.87
2	01/07/2017	1,561.42	132.15	1,429.27	86,672.60
3	02/07/2017	1,561.42	130.01	1,431.41	85,241.19
4	03/07/2017	1,561.42	127.86	1,433.56	83,807.63
5	04/07/2017	1,561.42	125.71	1,435.71	82,371.92
6	05/07/2017	1,561.42	123.56	1,437.86	80,934.06
7	06/07/2017	1,561.42	121.40	1,440.02	79,494.04
8	07/07/2017	1,561.42	119.24	1,442.18	78,051.86
9	08/07/2017	1,561.42	117.08	1,444.34	76,607.52
10	09/07/2017	1,561.42	114.91	1,446.51	75,161.01
2017 Totals		15,614.20	1,246.21	14,367.99	
11	10/07/2017	1,561.42	112.74	1,448.68	73,712.33
12	11/07/2017	1,561.42	110.57	1,450.85	72,261.48
13	12/07/2017	1,561.42	108.39	1,453.03	70,808.45
14	01/07/2018	1,561.42	106.21	1,455.21	69,353.24
15	02/07/2018	1,561.42	104.03	1,457.39	67,895.85
16	03/07/2018	1,561.42	101.84	1,459.58	66,436.27
17	04/07/2018	1,561.42	99.65	1,461.77	64,974.50
18	05/07/2018	1,561.42	97.46	1,463.96	63,510.54
19	06/07/2018	1,561.42	95.27	1,466.15	62,044.39

20	07/07/2018	1,561.42	93.07	1,468.35	60,576.04
21	08/07/2018	1,561.42	90.86	1,470.56	59,105.48
22	09/07/2018	1,561.42	88.66	1,472.76	57,632.72
2018 Totals		18,737.04	1,208.75	17,528.29	
23	10/07/2018	1,561.42	86.45	1,474.97	56,157.75
24	11/07/2018	1,561.42	84.24	1,477.18	54,680.57
25	12/07/2018	1,561.42	82.02	1,479.40	53,201.17
26	01/07/2019	1,561.42	79.80	1,481.62	51,719.55
27	02/07/2019	1,561.42	77.58	1,483.84	50,235.71
28	03/07/2019	1,561.42	75.35	1,486.07	48,749.64
29	04/07/2019	1,561.42	73.12	1,488.30	47,261.34
30	05/07/2019	1,561.42	70.89	1,490.53	45,770.81
31	06/07/2019	1,561.42	68.66	1,492.76	44,278.05
32	07/07/2019	1,561.42	66.42	1,495.00	42,783.05
33	08/07/2019	1,561.42	64.17	1,497.25	41,285.80
34	09/07/2019	1,561.42	61.93	1,499.49	39,786.31
2019 Totals		18,737.04	890.63	17,846.41	
35	10/07/2019	1,561.42	59.68	1,501.74	38,284.57
36	11/07/2019	1,561.42	57.43	1,503.99	36,780.58
37	12/07/2019	1,561.42	55.17	1,506.25	35,274.33
38	01/07/2020	1,561.42	52.91	1,508.51	33,765.82
39	02/07/2020	1,561.42	50.65	1,510.77	32,255.05
40	03/07/2020	1,561.42	48.38	1,513.04	30,742.01
41	04/07/2020	1,561.42	46.11	1,515.31	29,226.70
42	05/07/2020	1,561.42	43.84	1,517.58	27,709.12
43	06/07/2020	1,561.42	41.56	1,519.86	26,189.26
44	07/07/2020	1,561.42	39.28	1,522.14	24,667.12
45	08/07/2020	1,561.42	37.00	1,524.42	23,142.70
46	09/07/2020	1,561.42	34.71	1,526.71	21,615.99
2020 Totals		18,737.04	566.72	18,170.32	
47	10/07/2020	1,561.42	32.42	1,529.00	20,086.99
48	11/07/2020	1,561.42	30.13	1,531.29	18,555.70
49	12/07/2020	1,561.42	27.83	1,533.59	17,022.11
50	01/07/2021	1,561.42	25.53	1,535.89	15,486.22
51	02/07/2021	1,561.42	23.23	1,538.19	13,948.03
52	03/07/2021	1,561.42	20.92	1,540.50	12,407.53
53	04/07/2021	1,561.42	18.61	1,542.81	10,864.72
54	05/07/2021	1,561.42	16.30	1,545.12	9,319.60
55	06/07/2021	1,561.42	13.98	1,547.44	7,772.16
56	07/07/2021	1,561.42	11.66	1,549.76	6,222.40
57	08/07/2021	1,561.42	9.33	1,552.09	4,670.31
58	09/07/2021	1,561.42	7.01	1,554.41	3,115.90
2021 Totals		18,737.04	236.95	18,500.09	
59	10/07/2021	1,561.42	4.67	1,556.75	1,559.15

60	11/07/2021	1,561.42	2.27	1,559.15	0.00
2022 Totals		3,122.84	6.94	3,115.90	
Grand Totals		93,685.20	4,156.20	89,529.00	

* The Purchase Option Commencement Date shall be November ___, 2016 [date of funding]. The Purchase Price is payable only in whole on a Rental Payment date on or after the Purchase Option Commencement Date and the Purchase Price payable is the amount equal to the aggregate principal portion of the remaining Rental Payments after payment of the Rental Payment payable on such Rental Payment date.

[In addition to the Purchase Price, a premium of 0% of the Purchase Price shall be payable on any date.]

Lessee:
CITY OF LAKE WALES, FLORIDA

By: _____

Printed Name: _____

Title: _____

Exhibit B

Acceptance Certificate

Branch Banking and Trust Company
Charlotte, NC

Re: Schedule of Property No. 1, dated November ___, 2016, to Master Equipment Lease/Purchase Agreement, dated as of November ___, 2016, among Branch Banking and Trust Company, as Lessor, Florida League of Cities, Inc., as Sponsor and City of Lake Wales, Florida, as Lessee.

Ladies and Gentlemen:

In accordance with the Master Equipment Lease/Purchase Agreement (the "Agreement"), the undersigned Lessee hereby certifies and represents to, and agrees with the Lessor as follows:

1. All of the Equipment (as such term is defined in the Agreement) listed in the above-referenced Schedule of Property (the "Schedule") has been delivered, installed and accepted on the date hereof.

2. The Lessee has conducted such inspection and/or testing of the Equipment listed in the Schedule as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes.

3. The Lessee is currently maintaining the insurance coverage required by Section 7.02 of the Agreement.

4. No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default (as defined in the Agreement) exists at the date hereof.

Date: November ___, 2016

Lessee
CITY OF LAKE WALES, FLORIDA

By:_____

[Seal]

Title:_____

Exhibit C

General Certificate of Lessee

The undersigned, [Chairman/Mayor/City Manager] and [Clerk/Secretary] of the City of Lake Wales, Florida (the "Lessee"), do hereby certify, to the best of our knowledge, as follows:

A. The representations of the Lessee in that certain Master Equipment Lease/Purchase Agreement dated as of November ___, 2016 and the Schedule(s) thereunder, by and among the Lessee, Branch Banking and Trust Company, as Lessor, and Florida League of Cities, Inc., as Sponsor (collectively, the "Lease") are true and correct in all material respects as of the date hereof. Any terms not otherwise defined herein shall have the meanings ascribed thereto in the Lease.

B. The Lessee has performed all obligations to be performed and has satisfied all conditions on its part to be observed or satisfied under the Lease, [Ordinance/Resolution] No. _____ duly [enacted/adopted] by the Lessee on _____, 20__ (the "[Ordinance/Resolution]"), [and the related Acquisition Fund Agreement], as of the date hereof.

C. There is no litigation, action, suit or proceeding pending or before any court, administrative agency, arbitrator or governmental body that challenges the organization or existence of the Lessee; the authority of the Lessee or its officers or its employees to enter into the Lease, the [Ordinance/Resolution] [and the Acquisition Fund Agreement]; the proper authorization, approval and/or execution of the Lease, the [Ordinance/Resolution][, the Acquisition Fund Agreement] and other documents contemplated thereby; the appropriation of moneys to make Rental Payments under the Lease for the current fiscal year of the Lessee; or the ability of the Lessee to otherwise perform its obligations under the Lease, the [Ordinance/Resolution][, the Acquisition Fund Agreement] and the transactions contemplated thereby and, to the best of my knowledge, no such litigation or actions are threatened.

D. Since September 30, ___, no material adverse change has occurred in the financial position or results of operations of the Lessee, and the Lessee has not incurred any material liabilities other than in the ordinary course of business.

E. The following listed persons are duly elected and acting officials of the Lessee (the "Officials") in the capacity set forth opposite their respective names below and that the signatures set opposite thereto are the genuine signatures of such persons:

Name of Official	Title	Signature

F. The Officials are duly authorized, on behalf of the Lessee, to negotiate, execute and deliver the Lease [and the Acquisition Fund Agreement], and the Lease [and the Acquisition Fund

Agreement] are binding and authorized agreements of the Lessee, enforceable in all respects in accordance with their terms.

G. The Equipment described in the Lease is essential to the governmental, municipal or public purposes or functions of the Lessee or to the services the Lessee provides its citizens.

H. The Lessee has an immediate need for, and expects to make immediate use of, substantially all the Equipment, which need is not temporary or expected to diminish in the foreseeable future. The Equipment will be used by the Lessee only for the purpose of performing one or more of the Lessee's governmental or proprietary functions permitted under the Act.

I. The Lessee has appropriated at least $17,175.62 for Rental Payments under the Lease coming due between the date hereof and the end of the Lessee's current fiscal year. The Lessee expects and anticipates adequate funds to be available for all future payments or rent due after the current budgetary period, subject to annual appropriation.

J. The Acquisition Amount and all investment earnings thereon will be used to pay Equipment Costs, including costs incurred in connection with the execution and delivery of the Lease. All of such costs will be incurred and expenditures made subsequent to the date hereof, except for reimbursement to the Lessee for amounts (i) paid not more than 60 days prior to the date hereof, (ii) representing engineering, design and similar preliminary expenses in an aggregate amount not exceeding 20% of the Acquisition Amount, or (iii) otherwise in an amount not exceeding 5% percent of the Acquisition Amount. All expenditures to be reimbursed occurred not more than 18 months prior to the date hereof. None of the Equipment was placed in service more than one year before the date hereof.

K. [The Lessee's has designated the Lessee's obligations under the Lease as "qualified tax-exempt obligations" for the purposes of Section 265(b)(3) of the Code. The aggregate amount of tax-exempt obligations (other than obligations described in Section 265(b)(3)(C)(ii) of the Code), including the Lessee's obligations under the Lease, issued and reasonably expected as of the date hereof to be issued in calendar year 2016 by (i) the Lessee, (ii) all entities on behalf of which the Lessee issues tax-exempt obligations, and (iii) all governmental units that are "subordinate" to the Lessee, within the meaning of Section 265(b)(3) of the Code, and (iv) all entities that issue tax-exempt obligations on behalf of the same such entities, does not exceed $10,000,000. The Lessee has no reason to believe that the Lessee and such other entities will issue tax-exempt obligations in 2016 in an aggregate amount that will exceed such $10,000,000 limit.]

IN WITNESS WHEREOF, we have hereunto set our hands and affixed the official seal of the Lessee, this _____ day of November ___, 2016.

By:_____
Name:_____
Title:_____

(SEAL)

By:_____
Name:_____
Title:_____

Exhibit D

Opinion of Counsel to the Lessee

Branch Banking and Trust Company
5130 Parkway Plaza Blvd.
Charlotte, NC 28217

Re: Schedule of Property No. 1, dated November ___, 2016, to Master Equipment Lease/Purchase Agreement, dated as of November ___, 2016, among Branch Banking and Trust Company, as Lessor, Florida League of Cities, Inc., as Sponsor and the City of Lake Wales, Florida, as Lessee.

Ladies and Gentlemen:

As legal counsel to the City of Lake Wales, Florida (the "Lessee"), I have examined (a) an executed counterpart of a certain Master Equipment Lease/Purchase Agreement, dated as of November ___, 2016 and Exhibits thereto by and among Branch Banking and Trust Company (the "Lessor"), Florida League of Cities, Inc., as Sponsor and the Lessee (the "Agreement"), and an executed counterpart of Schedule of Property No. 1, dated November ___, 2016 by and between the Lessor and the Lessee (the "Schedule"), which, among other things, provides for the lease of certain property listed in the Schedule (the "Equipment"), (b) an executed counterpart of the ordinances or resolutions of the Lessee which, among other things, authorize the Lessee to execute the Agreement and the Schedule, [(c) the Acquisition Fund Agreement dated as of November ___, 2016, by the Lessee and the Lessor (the "Acquisition Fund Agreement")] and (d) such other opinions, documents and matters of law as I have deemed necessary in connection with the following opinions. The Schedule and the terms and provisions of the Agreement incorporated therein by reference together with the Rental Payment Schedule attached to the Schedule are herein referred to collectively as, the "Lease". All capitalized terms used herein shall have the same meanings as in the Lease unless otherwise provided herein.

Based on the foregoing, I am of the following opinions:

1. The Lessee is a [public body corporate and politic, duly organized/municipality/political subdivision duly created] and existing under the laws of the State, and [has a substantial amount of the following sovereign powers: (a) the power to tax, (b) the power of eminent domain, and (c) police power][is a political subdivision of a state within the meaning of Section 103(c) of the Internal Revenue Code of 1986, as amended (the "Code"), and the obligations of the Lessee under the Agreement will constitute an obligation of the Lessee within the meaning of Section 103(a) of the Code, notwithstanding Section 103(b) of the Code].

2. The Lessee has the requisite power and authority to lease and acquire the Equipment and to execute and deliver the Lease [and the Acquisition Fund Agreement], and to perform its obligations thereunder.

3. The Lease [and the Acquisition Fund Agreement] [has/have] been duly authorized, approved, executed and delivered by and on behalf of the Lessee and the Lease [and the Acquisition Fund Agreement] [is a /are] valid and binding obligation[s] of the Lessee enforceable in accordance with [its/their] terms, except to the extent limited by State and Federal laws affecting remedies and by bankruptcy, reorganization or other laws of general application relating to or affecting the enforcement of creditors' rights.

4. The authorization, approval, execution and delivery of the Lease [and the Acquisition Fund Agreement] and all other proceedings of the Lessee relating to the transactions contemplated thereby have been performed in accordance with all open meeting laws, public bidding laws and all other applicable state or federal laws. The Lessee has complied with all required public bidding procedures regarding the Equipment and the transactions contemplated by the Lease.

5. The entry into and performance by Lessee of its obligations under the Lease [and the Acquisition Fund Agreement] will not (i) violate any judgment, order, law or regulation applicable to Lessee, or (ii) result in any breach of, constitute a default under or result in the creation of any lien, charge, security interest or other encumbrance upon any item of the Equipment pursuant to any indenture, mortgage, deed of trust, bank loan or credit agreement or other instrument (other than the Lease[, the Acquisition Fund Agreement] or any purchase money security interest retained by any supplier) to which Lessee is a party.

6. No consent, waiver, authorization or any other action not presently given or taken by any person, board or body, public or private, is required as of the date hereof for the Lessee to [enact/adopt] the [ordinance/resolution] described in paragraph 9 hereof[, enter into the Lease or the Acquisition Fund Agreement] or to perform its obligations thereunder.

7. There is no litigation, action, suit or proceeding pending or before any court, administrative agency, arbitrator or governmental body that challenges the organization or existence of the Lessee; the authority of the Lessee or its officers or its employees to enter into the Lease [and the Acquisition Fund Agreement]; the proper authorization, approval and/or execution of the Lease[, the Acquisition Fund Agreement] and other documents contemplated thereby; the appropriation of moneys to make Rental Payments under the Lease for the current fiscal year of the Lessee; or the ability of the Lessee to otherwise perform its obligations under the Lease[, the Acquisition Fund Agreement] and the transactions contemplated thereby and, to the best of my knowledge, no such litigation or actions are threatened.

8. The equipment financed by the Lease is personal property, and will be used by the Lessee in compliance with the laws and Constitution of the State, and no portion will be real property or a "fixture" within the meaning of the Florida Uniform Commercial Code.

9. [Ordinance/Resolution] No. _____ of the [Board/Commission/Council] of the Lessee was duly and validly [enacted/adopted] by the [Board/Commission/Council] on November ___, 2016, has not been amended, supplemented or repealed and remains in full force and effect.

The Lessor and its successors and assigns, and any counsel rendering an opinion on the tax-exempt status of the interest components of the Rental Payments, are entitled to rely on this opinion.

Yours truly,

Exhibit E

Schedule of Fees

Lease Amount:	**Fee:**
$0 - $250,000	$1,000
$250,001 -$500,000	$1,750
$500,001 –$1,000,000	$2,500
Over $1,000,001	$2,500 + 10bps on initial amount of the lease over $1M

ACQUISITION FUND AGREEMENT

THIS ACQUISITION FUND AGREEMENT (this "Agreement") is dated as of November ___, 2016, and is by and between the **CITY OF LAKE WALES, FLORIDA**, a public body of the State of Florida (the "Lessee"), and **BRANCH BANKING AND TRUST COMPANY** ("BB&T").

RECITALS

Reference is made to that certain Master Equipment Lease/Purchase Agreement dated as of November ___, 2016, among the Lessor, the Florida League of Cities, Inc, as Sponsor, and the Lessee and Schedule of Property No. 1 dated as of November ___, 2016, between the Lessor and the Lessee, relating to certain equipment described therein (collectively, the "Lease"). The purpose of the Lease is to provide for BB&T's advance of $89,529.00 to the Lessee to finance the Lessee's acquisition of the equipment described in the Lease (the "Equipment"). In partial consideration for BB&T's entering into the Lease, the Lessee has agreed to provide for financing proceeds to be deposited and disbursed pursuant to this Agreement.

NOW, THEREFORE, the parties agree as follows:

SECTION 1. DEFINITIONS

In this Agreement, the term ***"Acquistion Costs"*** means all costs of the design, planning, acquiring, installing of the Equipment as determined in accordance with generally accepted accounting principles and that will not adversely affect the exclusion from gross income for federal income tax purposes of the designated interest component of Rental Payments payable by the Lessee under the Lease, including (a) sums required to reimburse the Lessee or its agents for advances made for any such costs, (b) interest during the installation process and for up to six months thereafter, and (c) all costs related to the financing of the Equipment through the Lease and all related transactions.

In addition, any capitalized terms used in this Agreement and not otherwise defined shall have the meanings assigned thereto in the Lease.

SECTION 2. ACQUISITION FUND.

2.1. Acquisition Fund. On the Commencement Date, BB&T will deposit $89,529.00 into a special account of the Lessee at Branch Banking and Trust Company to be designated as Lessee's " 2016-00001 Acquisition Fund" (the "Acquisition Fund"). This account shall be held separate and apart from all other funds of the Lessee. The Acquisition Fund is the Lessee's property, but the Lessee will withdraw amounts on deposit in the Acquisition Fund only as provided in this Agreement and only for application from time to time to the payment of Acquisition Costs. Pending such application, such amounts shall be subject to a lien and charge in favor of BB&T to secure the Lessee's obligations under the Lease.

2.2. **Requisitions from Acquisition Fund.** The Lessee may withdraw funds from the Acquisition Fund only after authorization from BB&T. BB&T will disburse funds from the Acquisition Fund only to the Lessee and only upon its receipt of one or more written requisitions signed by one of the designated Lessee representatives listed in Section 3.10 hereof (each a "Lessee Representative") substantially in the form of Exhibit A.

Upon receipt of a requisition from the Lessee, BB&T will promptly undertake such review of the matters referred to in such requisition as it shall deem appropriate, and will then promptly notify the Lessee of its approval of the requisition or the reasons for its disapproval.

2.3. **Disposition of Acquisition Fund Balance**.

(a) ***Upon completion --*** Promptly after the acquisition and installation of the Equipment has been completed, the Lessee shall deliver to BB&T a certificate to such effect signed by a Lessee Representative.

(b) ***Upon default --*** Upon the occurrence of an Event of Default, BB&T may withdraw any balance remaining in the Acquisition Fund and apply such balance against outstanding Rental Payments and other amounts due to Lessor under the Lease (the "Required Payments") in any manner BB&T may reasonably deem appropriate.

(c) ***Upon Nonappropriation -*** Upon the occurrence of a Nonappropriation Event, BB&T may, without demand or notice, apply any balance remaining in the Acquisition Fund against outstanding Required Payments in any manner BB&T may reasonably deem appropriate.

(d) ***After delay or inactivity --*** If (i) more than two years have elapsed from the Commencment Date or (ii) at least six months has passed from BB&T's most recent receipt of a requisition for Acquisition Costs, then BB&T, upon 30 days' notice from BB&T to the Lessee, may withdraw any balance remaining in the Acquisition Fund and apply such balance against outstanding Required Payments.

(e) ***Application of Acquisition Fund balance --*** BB&T will apply any amounts paid to it pursuant to this section (i) first against all amounts then due and payable to the Lessor under the Lease other than Rental Payments, (ii) second to interest accrued and unpaid to the disposition date and (iii) then to the prepayment, in inverse order of maturity and without premium (notwithstanding any contrary provisions regarding prepayment premium contained in the applicable Schedule of Rental Payments). Such prepayment, however, will not affect any other Lessee payment obligation under the Lease. BB&T will notify the Lessee of any withdrawal from the Acquisition Fund made under this Section 2.3, and in the notice will describe its application of the funds withdrawn.

2.4. **Investment**. (a) The Lessee and BB&T agree that money in the Acquisition Fund will be continuously invested and reinvested in a public funds money rate savings account.

(b) From and after the date that is three years from the Commencement Date, the Lessee will not purchase or hold any investment which has a "yield," as determined under the Code, in excess of the "yield" on the Lessee's obligations under the Lease, unless the Lessee has supplied

BB&T with an opinion of bond counsel to the effect that such investment will not adversely affect the exclusion from gross income for federal income tax purposes to which the interest components of Rental Payments would otherwise be entitled.

(c) Investment obligations acquired with money in the Acquisition Fund shall be deemed at all times to be part of the Acquisition Fund. The interest accruing thereon and any profit or loss realized upon the disposition or maturity of any such investment shall be credited to or charged against the Acquisition Fund.

(d) All earnings on moneys in the Acquisition Fund must be used for Acquisition Costs.

SECTION 3. MISCELLANEOUS.

3.1. Notices. Any notice or other communication required or contemplated by this Agreement shall be deemed to be delivered if in writing, addressed as provided below and if (a) actually received by such addressee, or (b) in the case of mailing, when indicated to have been delivered by a signed receipt returned by the United States Postal Service after deposit in the United States mails, postage and registry fees prepaid, and clearly directed to be transmitted as registered or certified mail:

(i) If intended for the Lessee , addressed to it at the following address: 201 W Cetnral Avenue Lake Wales, Florida 33853,

(ii) If intended for BB&T, addressed to it at the following address: BB&T Governmental Finance, Attention: Account Administration/Municipal – Acquistion Fund Agreement Notice, 5130 Parkway Plaza Boulevard, Building 9, Charlotte, North Carolina 28217.

Any party may designate a different or alternate address for notices by notice given under this Agreement.

3.2. Survival of Covenants and Representations. All covenants, representations and warranties made by the Lessee in this Agreement and in any certificates delivered pursuant to this Agreement shall survive the delivery of this Agreement.

3.3. Choice of Law. The parties intend that Florida law shall govern this Agreement.

3.4. Amendments. This Agreement may not be modified or amended unless such amendment is in writing and signed by BB&T and the Lessee .

3.5. No Third-Party Beneficiaries. There are no parties intended to be or which shall be deemed to be third-party beneficiaries of this Agreement.

3.6. Successors and Assigns. All of the covenants and conditions of this Agreement shall be binding upon and inure to the benefit of the parties to this Agreement and their respective successors and assigns.

3.7. **Severability.** If any court of competent jurisdiction shall hold any provision of this Agreement invalid or unenforceable, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

3.8. **Counterparts.** This Agreement may be executed in any number of counterparts, including separate counterparts, each executed counterpart constituting an original but all together only one agreement.

3.9. **Termination.** Except as otherwise provided in this Agreement, this Agreement shall cease and terminate upon payment of all funds (including investment proceeds) from the Acquisition Fund.

[The remainder of this page has been left blank intentionally.]

3.10. <u>Designation of Lessee Representatives</u>. In accordance with the terms herein, the Lessee designates the following persons as Lessee Representatives authorized to sign requisitions to withdraw funds from the Acquisition Fund:

Printed Name:	Signature:
_____	_____
_____	_____
_____	_____
_____	_____

The Lessee may designate additional Lessee Representatives to sign requisitions upon written notification to BB&T.

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be signed and delivered by a duly authorized officer, all as of the date first above written.

SEAL

ATTEST

_____

Name: _____

Title: _____

CITY OF LAKE WALES, FLORIDA

_____

Name: _____

Title: _____

BRANCH BANKING AND TRUST COMPANY

_____

Name: _____

Title: _____

EXHIBIT A

ACQUISITION FUND REQUISITION

[To Be Prepared on Lessee Letterhead for Submission]

[DATE]

Trina Britt
BB&T Governmental Finance direct dial: 704-954-1873 fax: 704-954-1799

E-mail requisitions to: GFProjectfunds@bbandt.com

RE: Request for disbursement of funds from the Acquisition Fund related to Contract No. 9909001800-00001 with the City of Lake Wales, Florida.

Dear Ms. Britt,

Pursuant to the terms and conditions of the Acquisition Fund Agreement dated as of November ___, 2016, the City of Lake Wales, Florida (the "Lessee"), requests the disbursement of funds from the Acquisition Fund established under the Acqusition Fund Agreement for the following Acquisition Costs:

This is requisition number ____ from the Acquisition Fund.

Disbursements will be to the Lessee.

Amount of Request:

For equipment, attach the following to this requisition

- **Copies of vendor invoices;**
- **Certificate of Insurance showing:**
  - **property coverage with BB&T Governmental Finance listed as loss payee and certificate holder;**
  - **make, model, serial number of each piece of equipment;**
  - **loan contract number 9909001800-00001.**

Project Description: Generators

Location of Facilities:

To receive funds via wire transfer, please include:

ABA Routing Number:

Account Number:

Physical address of Lessee:

The Lessee makes this requisition pursuant to the following representations:

1. The Lessee has appropriated in its current fiscal year funds sufficient to pay the Rental Payments and estimated additional payments due under the Lease in the current fiscal year.

2. The purpose of this disbursement is for partial payment on the project provided for under the above-referenced Contract (the "Contract").

3. The requested disbursement has not been subject to any previous requisition and meet US Treasury Regulations Section 1.150-2.

4. No notice of any lien, right to lien or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable herein to any of the persons, firms or corporations named herein has been received, or if any notice of any such lien, attachment or claim has been received, such lien, attachment or claim has been released or discharged or will be released or discharged upon payment of this requisition.

5. This requisition contains no items representing payment on account of any percentage entitled to be retained on the date of this requisition.

6. No Event of Default is continuing under the Lease, and no event or condition is existing which, with notice or lapse of time or both, would become an Event of Default.

7. The Lessee has in place insurance on this portion of the Equipment that complies with the insurance provisions of the Contract.

Each amount requested for payment in this requisition either (a) represents reimbursement to the Lessee for an Acquisition Cost expenditure previously made, or (b) will be used by the Lessee promptly upon the receipt of funds from BB&T to make the payments to third parties described in this requisition.

Attached is evidence that the amounts shown in this requisition are properly payable at this time, such as bills, receipts, invoices, architects' payment certifications or other appropriate documents.

CITY OF LAKE WALES, FLORIDA

By: _____

Title:_____

CITY OF LAKE WALES, FLORIDA

INVOICING INFORMATION SHEET

CONTRACT NUMBER: 9909001800-00001

CONTRACT DATE: November ___, 2016

INVOICING ADDRESS:

_____

_____

_____

CONTACT PERSON: _____

PHONE NUMBER: _____

FAX NUMBER: _____

CONTACT PERSON'S E-MAIL ADDRESS: _____

MID FLORIDA DIESEL

2215 HIGHWAY 60 EAST
BARTOW, FL. 33830
(863) 519-0107 FAX (863) 519-0109
WWW.MIDFLORIDADIESEL.COM

May 18, 2016

PROPOSAL
For
40KW Diesel Generator
Florida Sheriff Association Bid#15-13-0904 Spec # 068

City of Lake Wales

ATTN: James Slaton
Public/Support Services Director

Mid Florida Diesel submits the following proposal for the project: Police Dept.

Blue Star Power Systems MODEL: (Qty. - 1) JD40-03

(Quote # 10012015-JA)

GENERATOR: 40 kW, 50 kVA
VOLTAGE: 208 volt Three-Phase
ENGINE: John Deere 4045TF280, 60 Hz Diesel, 1800 RPM

Standard Features Included:

Microprocessor based, digital readout control system.
Engine vitals monitored by LCD display: Oil pressure, Running time, Engine temperature, Safety shutdowns (HWT, OC, OS, OP, LWL), Battery voltage, Generator AC voltage, AC amperage, Frequency.
Additional Features: Oil drain extension, Vibration isolation pads, Water heater, Fuel solenoid valve.

Selected Model Features Included:

Isochronous Governor + / - .25%
UL2200
EPA Tier II Certified
130 Degree Temperature Rise

CONTROL PANEL:

DGC-2020 Control Panel (Expanded)

The expanded t Digital Genset Controller (DGC-2020) utilizes microprocessor based technology to provide a versatile system for genset control, protection, monitoring and event logging. The DGC-2020 expanded model with standard LCD heater includes touch screen password protected programming capabilities and a standard USB communications port for re-programming and simple loading of software upgrades. This version is equipped with generator metering, engine monitoring, genset control, engine protection, generator protection (27, 59, 81O, 81U), BESTCOMSPlus PC software, automatic transfer switch control, suitable for use on rental gensets with Hi/Lo line sensing or Single or three phase sensing override, SAE J1939 Engine ECU communications, multilingual capability, remote communications to the KRDP-110 Remote Annunciator, 16 programmable contact inputs, 15 contact outputs (3- 30Adc and 12 programmable 2 Adc), UL recognized, CSA certified, CE approved, HALT (Highly Accelerated Life Tests) tested, IP 54 Front Panel rating with integrated gasket, NFPA110 Level Compatible.

3. Startup performed upon notification of completed installation by installing contractor.

4. CANCELLATION: Shall be subject to applicable fees but no less than 20% of the purchase price

6. EXCLUSIONS: Installation of any kind, Offloading of Generator, Placement of Generator on Pad, Fuel, Springs Isolator, Tank, Piping, and Insulation. We have not seen specs.

7. Start Up included in price

8. Freight included in the price. Off-loading of generator by others

9. Terms: Net 30 Day-- No retain age without written pre-accepted agreement.

Proposal Summary: FSA Standard Blue Star JD125-02 Bid: **$32,820.00**

FSA Delete Option: Downgrade to a 40KW (Order Code JD40-03) -Deduct: - **($8,577.00)**

Sub-total Price: $24,243.00*

***ADDER:** Specification #068 Order Code-PMG-Optional Equipment- Permanent Magnet: **$962.00**

TOTAL PRICE: $ 25,205.00

Tax Not Included

Note: * See attached FSA Bid and Spec sheets

****

Quoted prices do not include Federal, State or Local taxes which may be applicable. Quoted prices include normal testing, packaging and instructional literature. Special testing, packaging, additional instructional literature, parts, provisioning lists or prints are not included, and prices will be quoted separately.

Quotation Firm for 30 Day(s)
Delivery Notes: 8-10 Weeks

BY: Joe Antonini

Joe Antonini
Mid Florida Diesel, Inc.

MID FLORIDA DIESEL

2215 HIGHWAY 60 EAST
BARTOW, FL. 33830
(863) 519-0107 FAX (863) 519-0109
WWW.MIDFLORIDADIESEL.COM

May 20, 2016

PROPOSAL

For
200KW Diesel Generator
Florida Sheriff Association Bid#15-13-0904 Spec#068

City of Lake Wales

ATTN: James Slaton
Public/Support Services Director

Mid Florida Diesel submits the following proposal for the project: Police Dept.

Blue Star Power Systems MODEL: (Qty. - 1) JD200-01

(Quote # 01132016-JA)

GENERATOR: 200kW, 250 kVA
VOLTAGE: 208 volt Three-Phase
ENGINE: John Deere 6068HFG85, 60 Hz Diesel, 1800 RPM

Standard Features Included:

Microprocessor based, digital readout control system.
Engine vitals monitored by LCD display: Oil pressure, Running time, Engine temperature, Safety shutdowns (HWT, OC, OS, OP, LWL), Battery voltage, Generator AC voltage, AC amperage, Frequency.
Additional Features: Oil drain extension, Vibration isolation pads, Water heater, Fuel solenoid valve.

Selected Model Features Included:

Isochronous Governor + / - .25%
UL2200
EPA Tier II Certified
130 Degree Temperature Rise

CONTROL PANEL:

DGC-2020 Control Panel (Expanded)

The expanded t Digital Genset Controller (DGC-2020) utilizes microprocessor based technology to provide a versatile system for genset control, protection, monitoring and event logging. The DGC-2020 expanded model with standard LCD heater includes touch screen password protected programming capabilities and a standard USB communications port for re-programming and simple loading of software upgrades. This version is equipped with generator metering, engine monitoring, genset control, engine protection, generator protection (27, 59, 81O, 81U), BESTCOMSPlus PC software, automatic transfer switch control, suitable for use on rental gensets with Hi/Lo line sensing or Single or three phase sensing override, SAE J1939 Engine ECU communications, multilingual capability, remote communications to the KRDP-110 Remote Annunciator, 16 programmable contact inputs, 15 contact outputs (3- 30Adc and 12 programmable 2 Adc), UL recognized, CSA certified, CE approved, HALT (Highly Accelerated Life Tests) tested, IP 54 Front Panel rating with integrated gasket, NFPA110 Level Compatible.

6. EXCLUSIONS: Installation of any kind, Offloading of Generator, Placement of Generator on Pad, Fuel, Springs Isolator, Tank, Piping, and Insulation. We have not seen specs.

7. Start Up included in price

8. Freight included in the price. Off-loading of generator by others

9. Terms: Net 30 Day-- No retain age without written pre-accepted agreement.

Proposal Summary: **FSA Spec #068 Standard Blue Star JD125-02 Bid: $32,820.00**

*** Adder Option-Upgrade to a 200KW-(Order Code: JD200-01): $11,784.00**

Sub-Total: $44,604.00

***ADDER: Level III Enclosure Specification #068 (Order Code- LV-III-80-200): $2,885.00**

Total Price: $47,489.00

(Tax Not Included)

Note: * See attached FSA Bid and Spec sheets

****

Quoted prices do not include Federal, State or Local taxes which may be applicable. Quoted prices include normal testing, packaging and instructional literature. Special testing, packaging, additional instructional literature, parts, provisioning lists or prints are not included, and prices will be quoted separately.

Quotation Firm for 30 Day(s)
Delivery Notes: 10-12 Weeks

BY: *Joe Antonini*

Joe Antonini
Mid Florida Diesel, Inc.

Mid Florida Diesel, Inc.

MV-30429
2215 Highway 60 East
Bartow, FL. 33830

PROPOSAL

DATE	PROPOSAL #
1/26/2016	2632

BILL TO:

City of Lake Wales
City Manager's Office
P.O. Box 1320
Lake Wales, FL. 33859-1320

KW	UNIT#	UNIT MAKE/MODEL	ARR/SPEC
250	PD 1	KURZ ROOT (KD) / ...	25-033311

PO #	TERMS	UNIT SER#	ENGINE SER/VIN	ENG MAKE/MOD	HRS/MILES
	Net 30		4390850	4390850	332

ITEM/PART#	Description	Qty	Cost	Total
Onsite Labor	REMOVE EXISTING WESTINGHOUSE ATS COMPONENTS AND INSTALL NEW ASCO 300 G SERIES ATS INSIDE EXISTING CABINET	20	120.00	2,400.00
ASCO300G	ASCO 300G SERIES, 600AMP, 208V, 3 POLE, OPU	1	4,059.00	4,059.00
Supplies	SHOP SUPPLIES	1	100.00	100.00
Shipping	SHIPPING	1	150.00	150.00
	*****NOTE: WORK TO BE ACCOMPLISHED ON A WEEKEND (SATURDAY))			

NOTE: SHIPPING CHARGES AND SALES TAX ARE NOT INCLUDED ON THIS PROPOSAL.

Subtotal	$6,709.00
Sales Tax (7.0%)	$0.00
Total	$6,709.00

CUSTOMER SIGNATURE:

Estimate good for 30 days. I authorize the above repair work to be done along with the necessary materials and operation of vehicle for testing or delivery. It is understood that Mid Florida Diesel, Inc. and, or employees will not be held responsible for loss or damage to the above described vehicle, or articles left therein, in case of fire, theft, or nature.
*FS403.718 mandates a $1.50 fee for each new or remanufactured battery sold in the state of Florida
**This charge represents costs and profits to the motor vehicle repair facility for miscellaneous shop supplies or waste disposal.
***Guarantee/Warranty, if applicable.

Mid Florida Diesel, Inc.

MV-30429
2215 Highway 60 East
Bartow, FL. 33830

PROPOSAL

DATE	PROPOSAL #
1/28/2016	2645

BILL TO:

City of Lake Wales
City Manager's Office
P.O. Box 1320
Lake Wales, FL. 33859-1320

KW	UNIT#	UNIT MAKE/MODEL	ARR/SPEC
40	PD 2	Superior 40R131	2.3.4.9.22.35

PO #	TERMS	UNIT SER#	ENGINE SER/VIN	ENG MAKE/MOD	HRS/MILES
	Net 30	0492992	TD4039D368858	TD4039D368858	646

ITEM/PART#	Description	Qty	Cost	Total
Onsite Labor	REPLACE DOUBLE-THROW MANUAL SWITCH WITH NEW ASCO 100AMP AUTOMATIC SWITCH. PROVIDE TEMPORARY POWER TO THE SERVER ROOM TO FACILITATE THE CHANGE OUT	30	120.00	3,600.00
ASCO300G	ASCO 300G SERIES, 100AMP, 208V, 3 POLE, NEMA 1	1	1,376.00	1,376.00
Supplies	SHOP SUPPLIES	1	200.00	200.00
Shipping	SHIPPING	1	150.00	150.00
	*****NOTE: WORK TO BE ACCOMPLISHED ON A WEEKEND (SATURDAY))			

NOTE: SHIPPING CHARGES AND SALES TAX ARE NOT INCLUDED ON THIS PROPOSAL.

Subtotal	$5,326.00
Sales Tax (7.0%)	$0.00
Total	$5,326.00

CUSTOMER SIGNATURE:

Estimate good for 30 days. I authorize the above repair work to be done along with the necessary materials and operation of vehicle for testing or delivery. It is understood that Mid Florida Diesel, Inc. and, or employees will not be held responsible for loss or damage to the above described vehicle, or articles left therein, in case of fire, theft, or nature.
*FS403.718 mandates a $1.50 fee for each new or remanufactured battery sold in the state of Florida
**This charge represents costs and profits to the motor vehicle repair facility for miscellaneous shop supplies or waste disposal.
***Guarantee/Warranty, if applicable.

Mid Florida Diesel, Inc.

MV-30429
2215 Highway 60 East
Bartow, FL. 33830

PROPOSAL

DATE	PROPOSAL #
1/15/2016	2605

BILL TO:

City of Lake Wales
City Manager's Office
P.O. Box 1320
Lake Wales, FL. 33859-1320

KW	UNIT#	UNIT MAKE/MODEL	ARR/SPEC
250	PD 1	KURZ ROOT (KD) / ...	25-033311

PO #	TERMS	UNIT SER#	ENGINE SER/VIN	ENG MAKE/MOD	HRS/MILES
	Net 30		4390850	4390850	332

ITEM/PART#	Description	Qty	Cost	Total
Onsite Labor	REMOVE EXISTING 250KW ALLIS CHALMER DIESEL GENERATOR AND REPLACE WITH NEW 200KW BLUE STAR GENERATOR. USE EXISTING CONDUCTORS AND ATTACH TO NEW BREAKER ON GENERATOR AND ATTACH 2-WIRE START CABLES. PLACE EXISTING GENERATOR ONTO CUSTOMER SUPPLIED TRAILER OR GROUND.	20	80.00	1,600.00
Onsite Labor	REMOVE EXISTING 40KW SUPERIOR DIESEL GENERATOR AND REPLACE WITH NEW 40KW BLUE STAR GENERATOR. USE EXISTING CONDUCTORS AND ATTACH TO NEW BREAKER ON GENERATOR AND ATTACH 2-WIRE START CABLES. PLACE EXISTING GENERATOR ONTO CUSTOMER SUPPLIED TRAILER OR GROUND	10	80.00	800.00
Supplies	SHOP SUPPLIES	1	200.00	200.00
Rental Equipment	CRANE RENTAL	1	1,200.00	1,200.00
	*****NOTE: FUEL PROVIDED BY OTHERS*****			

Subtotal	$3,800.00
Sales Tax (7.0%)	$0.00
Total	$3,800.00

NOTE: SHIPPING CHARGES AND SALES TAX ARE NOT INCLUDED ON THIS PROPOSAL.

CUSTOMER SIGNATURE:

Estimate good for 30 days. I authorize the above repair work to be done along with the necessary materials and operation of vehicle for testing or delivery. It is understood that Mid Florida Diesel, Inc. and, or employees will not be held responsible for loss or damage to the above described vehicle, or articles left therein, in case of fire, theft, or nature.
*FS403.718 mandates a $1.50 fee for each new or remanufactured battery sold in the state of Florida
**This charge represents costs and profits to the motor vehicle repair facility for miscellaneous shop supplies or waste disposal.
***Guarantee/Warranty, if applicable.

CITY OF LAKE WALES PROJECT TRACKING LIST 2016-2017

PROJECT NAME	BUDGET	COMMISSION APPROVAL	SCHEDULED COMPLETION	CURRENT STATUS	STATUS UPDATED
AIRPORT					
Runway Extension	$5,300,000 - $4,300,000	Yes - Construction Contract 8/2/16		Contract for Professional Engineering Services awarded to Hoyle Tanner and construction contract awarded to Dickerson Florida on August 2nd. Awaiting word on FAA funding. Construction will begin in March. The city commission accepted grant funding from FAA for their funding share of the project on Tuesday, September 13, 2016.	11/9/2016
RECREATION					
SEWER SYSTEM					
C Street Project	$6,695,751	yes -11/3/2015 phase 2 Grant Application on Feb 16, 2016		Grant application approved by commission on 2/16 and submitted April 25. DEO Site visit was on June 23rd. Will be notified if awarded grant. Construction of current phase is ongoing.	11/9/2016
Relocation of Water/Sewer Lines on HWY 27 near Vanguard	$300,000	10/20/2015	9/30/2017	Permit has been approved. Starting construction in a few weeks	11/9/2016
Other items approved or discussed at Commission Meetings					
Live Streaming of Commission meetings	$7,000		10/31/2016	The contract has been executed and the hardware components have been ordered. The project should be completed by 10/31.	11/9/2016

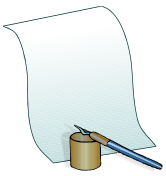
Library Statistics (September - year end)				Total Circulation Books-by-Mail: 72,381 Total Circulation BookMobile: 8,783 Total In-house circulation: 284,563 Total new borrowers: 1757 Total attendance at programs: 14,461 Computer users: 55,299 People Counter: 159,581	11/9/2016
Lake Wales Museum and Cultural Centra				In the month of October the Museum had • 285 visitors Since opening on May 31, 2016, the museum has had • 1,331 visitors The Museum's Florida Stories: Walk Lake Wales app launch held on October 29th was attended by ~100 people The Museum will be involved in the following upcoming events: • Pinewood Estate's Holiday Home Tour • Make it Magical Christmas event sponsored by Lake Wales Main Street and the Lake Wales Arts Council	11/9/2016
COMPLETED PROJECTS					
New park signage in all City parks	$13,000		9/30/2016	Kiwanis Sign installed. This project complete.	11/9/2016

SOCIAL MEDIA TRACKING REPORT			SINCE October 24, 2016 (Social media is now being archived)		
Name	**Likes/Followers**	**Change**	**Top Posts**	**Comments**	
Facebook	3,738	+16	November 2 - Shared a video of performance at Polk State College, 6 likes, 28 Shares, **2104** people reached		
			Nov 7 - Shared Food truck invasion pictures , 24 Reactions, **893** people reached	Bring your own chairs!!!!!!	
			November 4 - Shared Scenic HWY Yard sale flyers, 10 reactions, 2 Shares, **389** people reached	Wonderful!	
			October 27 - Shared article in Ledger on Pioneer Days, 19 reactions, 25 Shares, 3 tags, **1808** reached		
Twitter	930	+12	Top Media Tweet - The 39 mile yard sale is this weekend! Saturday Nov. 4th 8am -2pm. The Lake Wales location is the Depot Museum, 325 S. Scenic HWY w/flyer 1 like, 165 Impressions		
(Commission meetings are Live tweeted)					
			Top Tweet - Rob Hazen performing as part of the Campus Concert Series at the Polk State College JD Alexander Center aka our historic 1928 old City Hall. 1 retweet, 1 like 177 impressions		

SOCIAL MEDIA TRACKING REPORT			SINCE October 24, 2016 (Social media is now being archived)		
Name	**Likes/Followers**	**Change**	**Top Posts**	**Comments**	
			@CityofLakeWales @VisitCentralFL @VISITFLORIDA @freshfromFL #Florida #Cattle #ranch #farm with photo @CityofLakeWales City Commission meeting: Discussing opportunities for downtown. Renovations to Grand Hotel		
	275	+4	Photo of performance at Polk State College. 7 likes		
	10	0	Current job postings 1 like, 34 Impressions		

Approximate Seating Capacity:

- Commission Chamber **110**
- Employee Break Room **30**
- CM Conference Room **10**



CITY COMMISSION MEETING CALENDAR

[Regular City Commission meetings are held at 6:00 p.m. on the first and third Tuesday of each month in the Commission Chambers. Workshops & Special meetings to be scheduled accordingly. Meeting dates & times are subject to Change.]

City Commission Meetings – November 2016

Tues, November 1, 2016	Regular	6:00 p.m.	Commission Chambers
Tues, November 15, 2016	Regular	6:00 p.m.	Commission Chambers

City Commission Meetings – December 2016

Tues, December 6, 2016	Regular	6:00 p.m.	Commission Chambers
Tues, December 20, 2016	Regular	6:00 p.m.	Commission Chambers

A Commissioner seeking to run for mayor must give notice of intent to City Clerk no later than December 29, 2016.
Form obtained from the City Clerk. (Sec. 3.05, City Charter)

City Commission Meetings – January 2017

Tues, January 3, 2017	Regular	6:00 p.m.	Commission Chambers
Tues, January 17, 2017	Regular	6:00 p.m.	Commission Chambers

City Commission Meetings – February 2017

Tues, February 7, 2017	Regular	6:00 p.m.	Commission Chambers
Tues, February 21, 2017	Regular	6:00 p.m.	Commission Chambers

City Commission Candidate Packets available beginning 9:00 a.m., Friday, February 3
City Commission Candidate "Qualifying Period": Noon, Monday, February 13 thru Noon, Friday, February 17 (Sec. 8-37, City Code)

City Commission Meetings – March 2017

Tues, March 7, 2017	Regular	6:00 p.m.	Commission Chambers
Tues, March 21, 2017	Regular	6:00 p.m.	Commission Chambers

City Commission Meetings – April 2017

Wed, April 5, 2017	Regular	6:00 p.m.	Commission Chambers
Tues, April 18, 2017	Regular	6:00 p.m.	Commission Chambers

Due to the Tues, April 4, 2017 Municipal Election the City Commission will reschedule its first meeting in April to Wed, April 5.

For City Commission meeting information please contact the City Clerk, 863-678-4182, ext. 228 or cvanblargan@cityoflakewales.com.

City Commission Agenda Packets for workshop and regular meetings are generally posted on the City's website by 12:00 p.m., the Wednesday before the scheduled meeting.

Minutes of City Commission meetings can be obtained from the City Clerk's Office. The minutes are recorded, but are not transcribed verbatim. Persons requiring a verbatim transcript may arrange with the City Clerk to duplicate the recording, or arrange to have a court reporter present at the meeting. The cost of duplication and/or court reporter will be the expense of the requesting party.

In accordance with Section 286.26, Florida Statutes, persons with disabilities needing special accommodations to participate in this meeting should contact the City Clerk's office no later than 5:00 p.m. on the day prior to the meeting.
Appeals concerning decisions on issues requiring a public hearing:

Persons who wish to appeal any decision made by the City Commission with respect to any matter considered during a public hearing at this meeting will need a record of the proceedings, and for such purpose may need to ensure that verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is based.

OTHER MEETINGS & EVENTS

DATE	TIME	TITLE	DESCRIPTION	LOCATION	Event/Location Map; Agendas
Regular BOCC Meetings & Hearings	9am reg. meetings & 1:30pm public hearings	Polk County Board of County Commissioners Meetings	Regular BOCC meetings & public hearings are usually held Monthly; 1st & 3rd Tuesdays	Neil Combee Administration Bldg., 330 West Church Street, Bartow	Public Hearing / Work Session List (Note: Check Website Daily for Updates) Information: 863-534-6090) http://www.polk-county.net
November 11, 2016	1:00pm - 2:00pm	Veterans Day parade		Central Ave to Lake Wailes Park	
November 12, 2016	7:00am - 5:00pm	Bike Ride for Charity	Motorcycle ride w/ toy drive	Lake Wailes Park	
November 24th, 2016	8:00am - 9:00am	Turkey Trot 5K	5K fundraiser for YMCA	Downtown, Lake Wailes Park, and various city streets	
December 2nd - 3rd, 2016	6pm -10pm Friday; 10am - 10pm Saturday	Orange Blossom Revue	BBQ Competition Sponsored by the Rotary Club of Lake Wales	Lake Wailes Park	
December 6, 2016	5:30pm	Christmas Tree Lighting Ceremony		City Administration Building	
December 9th, 2016	4-8:30pm	Make it Magical	Downtown Holiday Event	Downtown Lake Wales Stuart, Park, Marketplace	
December 10th, 2016	6:00pm - 8:00pm	Christmas Parade		Central Avenue	
Wed, December 21st	2pm	Polk Regional Water Coop Board Meeting		Lake Myrtle Complex, 905 Lake Myrtle Park Rd, Auburndale 33823	
January 14-16, 2017	Parade 3:30pm	M.L. King Day festivities & parade		M.L.King Blvd & Lincoln Ave James Austin Community Center	
February 11, 2017	10am - 5pm	Heritage Fest	Cultural Festival	Central Avenue	
February 17-19, 2017	10am-5pm Sat & Sun	LW Art Show	Vendors display artwork	Lake Wailes Park	
February 25-26, 2017	Parade 3pm	LW Mardi Gras		Downtown Lake Wales - Stuart & Park Avenues	

RESIDENT REQUIREMENTS, CURRENT MEMBERS & VACANCIES
CITY BOARDS, COMMISSIONS, COMMITTEES

The Mayor makes appointments to various citizen advisory and regulatory boards, commissions, committees, and authorities with the advice and consent of the City Commission (City Charter, Sec. 3.06).

The City of Lake Wales currently has 14 Active Citizen Boards - 7 vacancies.

TITLE	MEMBERS	VACANCIES	QUORUM
Airport Authority Board	7	0	4
Board of Zoning Adjustment & Appeals	5	1	3
Citizens & Police Community Relations Advisory Committee	3	1	2
Code Enforcement Board	7	2	4
Community Redevelopment Agency (CRA) **(The City Commission serves as members to the CRA Board. In capacity as CRA Board, the Commission constitutes the head of a legal entity that is separate, distinct, and independent from the City Commission as governing body of the City of Lake Wales.)**	5	0	3
CRA Citizen Advisory Committee	5	1	3
Historic District Regulatory Board	5	0	3
Housing Authority Board	5	0	3
Library Board	5	0	3
Planning & Zoning Board	7	0	4
Recreation Commission	13	1	6
Firefighters' Retirement Board	5	1	3
General Employees' Retirement Board	5	0	3
Police Officers' Retirement Board	5	0	3
TOTAL	**77**	**7**	

Airport Authority (City Code Sec. 2-41) – The board consists of seven (7) voting members and one (1) non-voting member who is a City Commissioner. At least four (4) voting members must be qualified electors of the City (3-year term)

- There is no interview process requirement for applicants applying for appointment to this board.
- Members are not required to file an annual Form 1, Statement of Financial Interests
- Current Vacancies: None

Current Members:	Charles Keniston, resident	03/06/12 - 07/01/18, 2
	Katherine Rogers, resident, chairman	09/18/12 - 07/01/18, 2
	Ryan Michalkiewicz, resident	06/21/16 - 07/01/19, 1
	Charles N. Clegg, resident	07/19/16 - 07/01/19, 1
	Eric Farewell, resident	08/18/15 - 07/01/18, 1
	Dale Marks, resident	06/17/08 - 07/01/17, 3
	Travis Burns, resident	07/19/16 - 07/01/17, P
	Commissioner Perez, non-voting member	05/19/15 - 05/02/17, 1

Airport Manager (City Code Sec. 2-41(f)(5)) – Alexander Vacha, employee, City Manager appointed

Meetings (City Code Sec. 2-41(r)) - The Lake Wales Airport Authority shall hold regular meetings at least once every month and at such other times as the authority shall determine to be reasonably necessary from time to time.

Current Meeting Schedule: - 1st Monday @ 5:30 PM; Commission Chamber

Duties/Powers (City Code Sec. 2-41(f)) - The Lake Wales Airport Authority exercises its powers and jurisdiction over the property known as the Lake Wales Airport and properties in addition to the Lake Wales Airport so long as they are exercised pursuant to contract with other governmental entities for the operation and supervision of other airports, airfields, and related facilities. The Lake Wales Airport Authority, subject to approval by the Lake Wales City Commission, is hereby authorized and empowered:

1. To adopt bylaws for the regulation of its affairs and the conduct of its business.
2. To adopt an official seal and alter the same at pleasure
3. To maintain an office at such place or places as may be designated by the City of Lake Wales.
4. To sue and be sued in its own name, plead, and be impleaded.
5. To provide oversight of airport operations for the purpose of input and advice to the city manager in his capacity as Airport Manager.
6. To acquire, lease as lessee or lessor, construct, reconstruct, improve, extend, enlarge, equip, repair, maintain, and operate any airport which may be located on the property of the authority. Nothing in Ordinance 2007-07 shall exempt the Lake Wales Airport Authority from the provisions of chapter 333, Florida Statutes.
7. To issue bonds of the authority, as hereinafter provided, to pay the cost of such acquisition, construction, reconstruction, improvement, extension, enlargement, or equipment.
8. To issue refunding bonds of the authority as hereinafter provided.
9. To fix and revise from time to time and to collect rates, fees, and other charges for the use of or for the services and facilities furnished by any airport facilities or tenant.
10. To acquire in the name of the authority by gift, purchase, or the exercise of the right of eminent domain, in accordance with the laws of the state which may be applicable to the exercise of such powers by municipalities, any lands or rights in land, and to acquire such personal property as it may deem necessary in connection with the acquisition, construction, reconstruction, improvement, extension, enlargement, or operation of any airport facilities, and to hold and dispose of all real and personal property under its control.
11. To make and enter into all contracts and agreements necessary or incidental to the performance of its duties and the execution of its powers under this Ordinance, including a trust agreement or trust agreements securing any bonds issued hereunder, and to employ such consulting and other engineers, superintendents, managers, construction and financial experts, accountants, and attorneys, and such employees and agents as may, in the judgment of the authority, be deemed necessary, and to fix their compensation; provided, however, that all such expenses shall be payable solely from funds made available under the provisions of this Ordinance.
12. To accept grants or money or materials or property of any kind for any airport or other facilities from any federal or state agency, political subdivision, or other public body or from any private agency or individual, upon such terms and conditions as may be imposed.
13. To issue revenue certificates of the authority as hereinafter provided.
14. To do all acts and things necessary or convenient to carry out the powers granted by this Ordinance.
15. To contract with other governmental entities to operate airports, airfields, and other related facilities and services, including providing all personnel, tools, equipment, supervision, and other materials and services required therefore.

Board of Zoning Adjustment and Appeals (BOA) (City Code Sec. 23-206.1) – The board consists of five (5) members. Members must be residents. (3 year term)

- An interview process is necessary for new applicants only.
- Members are required to file an annual Form 1, Statement of Financial Interests
- Current Vacancies: 1 Vacancy

Current Members:	James Boterf, resident	10/04/11 – 07/01/17, 2
	Harold Weigand, resident	06/20/06 – 07/01/17, 4-Final
	Sue Marino, resident	02/02/16 – 07/01/19, P+1

Ralph W. Eberhard, resident 08/02/16 - 07/01/19, 1
Vacant, resident - 07/01/19

Meetings (City Code Sec. 23-206.2(c)) - The board of appeals shall hold regular meetings at the call of the chairman and at such other times as the board may determine. Special meetings may be called by the chairman or vice-chairman with twelve (12) hours of notice.

Current Meeting Schedule: 3rd Thursday @ 9:00 AM; Commission Chamber
[The meeting time can be changed to accommodate members who work during the day.]

Duties (City Code Sec. 23-206.3) – The Board of Appeals shall:

1. Hear and decide appeals where it is alleged that there is an error in any order, decision or determination of the administrative official in the enforcement of these zoning regulations;
2. Authorize such variance from the terms of these zoning regulations as will not be contrary to the public interest where, owing to special conditions, a literal enforcement of the provisions of these zoning regulations would result in unnecessary and undue hardship. A variance from the terms of these zoning regulations shall not be granted until a public hearing is held before the board of appeals;
3. Hear and decide appeals where the planning board has denied an application for a special exception use permit or site plan approval;
4. Perform any other duties which are lawfully assigned to it by the city commission.

Citizens & Police Community Relations Advisory Committee (Resolution 2012-03) – The committee consists of three (3) members with a quorum requirement of two (2) members. One (1) member shall be an active Lake Wales police officer appointed by the Police Chief and two (2) members must be residents serving no more than two consecutive terms. (2-year term)

- There is no interview process requirement for applicants applying for appointment to this board.
- Members are not required to file an annual Form 1, Statement of Financial Interests
- Current Vacancies: 1 vacancy

Current Members: ***Vacant***, resident – 07/01/19
Curtis Gibson, resident 05/03/16 – 07/01/18, 1
Joseph VanBlarcom, police officer 05/03/11 – 07/01/17, 3

Meetings – Regular meetings shall be held monthly in the Municipal Administration Building or other locations as deemed appropriate by the committee.

Current Meeting Schedule: 3rd Thursday @ 6:00 PM; City Hall Lunch Room

Duties - The Committee shall:

1. Provide a forum for citizens to express their opinions about police procedures, and to receive informal information from the police department regarding police procedures;
2. Provide a forum for citizens and the police department to openly and respectfully discuss issues of concern with the hope that concerns can be positively resolved;
3. Provide a forum for citizens and the police department to engage in a dialogue that will be positive and productive and that will continue to foster a climate of trust and mutual respect.

Code Enforcement Board (City Code Sec. 2-56) – The board consists of seven (7) members. Whenever possible, membership shall include an architect, a businessperson, an engineer, a general contractor, a subcontractor and a realtor. Members must be residents. (3-year term)

- An interview process is necessary for new applicants only.
- Members are required to file an annual Form 1, Statement of Financial Interests
- Current Vacancies: 2 vacancies, resident

Current Members:	Melissa Konkol, resident	01/19/10 – 07/01/18, 3
	Wilena Vreeland, resident	10/04/11 – 07/01/18, P+2
	Murray Zacharia, resident	06/18/13 – 07/01/19, 2
	Ralph E. Marino, resident	11/02/16 – 07/01/19, 1
	Vacant, resident	– 07/01/17, P
	Curtis Gibson, resident	05/03/16 - 07/01/18, 1
	Vacant, resident	– 07/01/18

Current Meeting Schedule: 2nd Monday @ 5:00 PM; Commission Chamber

Powers (City Code Sec. 2-57) - The Code Enforcement Board imposes administrative fines and other noncriminal penalties to enforce city health and sanitation, local business tax receipt, fire, building, zoning and sign ordinances when it finds that a pending or repeated violation continues to exist.

In accordance with F.S. 162.08, The Code Enforcement Board has the power to:

1. Adopt rules for the conduct of its hearings.
2. Subpoena alleged violators and witnesses to its hearings. Subpoenas may be served by the sheriff of the county or police department of the municipality.
3. Subpoena evidence to its hearings.
4. Take testimony under oath.
5. Issue orders having the force of law to command whatever steps are necessary to bring a violation into compliance.

Community Redevelopment Agency (CRA) Board – The city commission serves as the CRA board. However, the CRA and City Commission are entirely two separate entities. The CRA Board is created in accordance with F.S. ch. 163, part III for the purpose of implementing the community redevelopment plan for the expanded community redevelopment area approved by Resolution 99-6 of the city commission.

Governing body as CRA Board of Commissioners (City Code Sec. 2-72):

1. The city commission serves as the CRA Board and exercises all rights, powers, duties, privileges, and immunities vested in a community redevelopment agency by Chapter 163, Part III, Florida Statutes, as it may be amended from time to time;
2. In its capacity as CRA board, the commission constitutes the head of a legal entity that is separate, distinct and independent from the city commission as governing body of the City of Lake Wales.
3. The CRA board meets annually to designate a chairperson and vice-chairperson from among its members.
4. The CRA board meets as necessary to conduct the business and exercise the powers of the agency.
5. A majority of the members of the CRA Board shall constitute a quorum for the purpose of conducting business and exercising the powers of the agency and for all other purposes. Action may be taken by the CRA Board upon the vote of a majority of the members present.

Current Members: City Commission

CRA Citizen Advisory Committee (City Code Sec. 2-73) – The committee consists of five (5) members. Sec. 2-73 (c), Nomination and Appointment: Each commissioner shall nominate a person who resides, owns property or operates a business within the voting district represented by the commissioner provided that the property, residence or business of the nominee is within the boundaries of the CRA. The nomination shall be confirmed by majority vote of the city commission. (2 year term)

- There is no interview process requirement for applicants applying for appointment to this board.
- Members are not required to file an annual Form 1, Statement of Financial Interests
- Current Vacancies: 1 vacancy (Seat 4, District 27)

Current Members:	Charlene Bennett (Seat 1 – At Large)	11/01/16 - 07/01/18, 1
	Mark Bennett, chair (Seat 2 – District 19)	04/21/15 – 07/01/18, 2

Narvell Peterson, vice-chair (Seat 3–District 122)12/07/10 – 07/01/17, P+3-Final
Vacant (Seat 4 – District 27) – 07/01/17
Christopher Lutton (Seat 5 – District 28) 05/03/16 - 07/01/18, 1

Meetings (City Code Sec. 2-73) - The CRA citizen advisory committee shall meet at the call of the chairman of the CRA board or upon the request of city staff but shall meet no less than once each year.

Current Meeting Schedule: 2nd or 3rd Thursday @ 5:00 PM; Commission Chamber

Duties (City Code Sec. 2-73) – The CRA Citizen Advisory Committee shall provide advice and recommendations as needed to implement the CRA plan adopted by the City Commission. The Committee assist the CRA board in implementing redevelopment activities within the redevelopment area and to provide advice and recommendations to the CRA board on redevelopment matters as necessary.

Historic District Regulatory Board (City Code Sec. 23-208.2) – The board consists of five (5) regular members (appointed in accordance with section 2-26). At least 50% of the members shall reside or own property within the City. Members shall be chosen to provide expertise in the following disciplines to the extent such professionals are available in the community: historic preservation, architecture, architectural history, curation, conservation, anthropology, building construction, landscape architecture, planning, urban design, and regulatory procedures. (3-year term)

- An interview process is necessary for new applicants only.
- Members are required to file an annual Form 1, Statement of Financial Interests
- Current Vacancies: None

Current Members: Lawrence (Larry) Bossarte, business owner 11/01/11 – 07/01/17, 2
Diane Armington, owns property in the City 03/15/11 – 07/01/19, 3
Leah Bartholomay, resident 05/06/14 – 07/01/18, P+1
Erika B. Schindler, business owner 10/06/15 - 07/01/18, 1
Christopher Lutton 06/21/16 - 07/01/18

Meetings (City Code Sec. 23-208.3(c)) – The historic board shall hold regular meetings at the call of the chairman and at such other times as the board may determine. Special meetings may be called by the chairman or vice-chairman with twelve (12) hours of notice. No less than four (4) meetings shall be held each year.

Current Meeting Schedule: 3rd Thursday @ 5:30 PM; Commission Chamber

Functions, powers, and duties (City Code Sec. 23-208.4)

1. To hear and decide upon applications for certificates of appropriateness as required under this chapter;
2. To adopt guidelines for the review and issuance of certificates of appropriateness consistent with the purposes of this chapter, the historic preservation element of the comprehensive plan, and the Secretary of the Interior's standards for historic properties;
3. To make recommendations to the city commission on matters relating to the establishment of historic districts and regulation of such districts;
4. To make recommendations to the planning board and the city commission for amendments to the code of ordinances and the comprehensive plan on matters relating to historic preservation;
5. To make recommendations to the planning board and city commission regarding special permits for properties within an historic district in cases in which the special permit involves work requiring a certificate of appropriateness;
6. To perform any other duties which are lawfully assigned to it by the city commission

Housing Authority (F.S. 421.04) – The board consists of five (5) members. Members must reside in the City, own property in the City, or hold a valid occupational license issued by the City. One (1) member must be a resident of the housing project who is current in rent payment or a person of low income who is

receiving a rent subsidy through a program administered by the Authority. No member may be an officer or employee of the City. (4-year term)

- An interview process is necessary for new applicants only.
- Members are required to file an annual Form 1, Statement of Financial Interests
- Current Vacancies: None

Primary Duties: Manage and control the city's low-rent housing units.

Current Meeting Schedule: 3rd Wednesday @ 6:00 PM; Housing Authority

Current Members:	Janice Snell, resident	04/17/12 – 07/01/18, 2
	Eddye Rivers, resident	07/01/08 – 07/01/20, 3-F
	Wanda Lawson, resident	06/18/13 – 07/01/17, 1
	Mellissa Montgomery, resident of housing project	06/21/11 – 07/01/17, 2
	Helen Walters, resident	11/04/14 – 07/01/18, 1
	Albert Kirkland, Jr., Ex-officio	n/a
	Commissioner Jonathan Thornhill, City Liaison	06/04/13 – 05/02/17

Library Board (City Code Sec. 2-26,(b)) – The board consists of five (5) members. Four members must reside in the City, own property in the City or hold a valid business tax receipt issued from by the City. One member shall be a resident of the unincorporated Greater Lake Wales area having a Lake Wales address or a resident of the City of Lake Wales if the Lake Wales Public Library is a member of the Polk County Cooperative and receives operating funds from Polk County Board of County Commissioners (Ordinance 2008-07; 02/19/08). (5-year term)

- There is no interview process requirement for applicants applying for appointment to this board.
- Members are **not** required to file an annual Form 1, Statement of Financial Interests
- Current Vacancies: None

Current Meeting Schedule: 2nd Wednesday @ 11:00 a.m.; Lake Wales Library

Primary Duties: Operate the public library; control expenditures of all monies collected or donated to the Library Fund; appoint the library staff and establish rules and regulations for operation and use of the Library subject to the supervision and control of the City Commission.

Current Members:	Jolene K. Lake, outside	08/06/96 – 07/01/21, 1
	Donna Geils, resident	12/02/14 – 07/01/17, 1
	Michalkiewicz, Brystal, resident	08/04/15 - 07/01/21, P+1
	Jacquie Hawkins, resident	06/21/16 - 07/01/18, 1
	Margaret Swanson, resident	06/21/16 – 07/01/19, 1

Planning & Zoning Board (City Code Sec. 23-205.2) – The board consists of seven (7) members. At least four (4) members must reside in the City and three (3) members must either reside in or own real property in the city. (3 year term)

- An interview process is required for new applicants only.
- Members are required to file an annual Form 1, Statement of Financial Interests
- Current Vacancies: none

Current Members:	Joanne Fuller, resident	09/19/06 – 07/01/18, 4-Final
	Mark Bennett, resident	05/07/13 – 07/01/18, 2
	Charlene Bennett, resident	02/16/10 – 07/01/19, 3
	Sharon Allen, resident	07/01/04 – 07/01/17, P+4-Final
	Warren Turner, resident	07/21/15 – 07/01/17, 1
	John Gravel, property owner	05/06/14 – 07/01/19, 2
	Mathew Cain, own real property in city	03/15/16 – 07/01/19, P+1

Meetings (2-133) – The planning board shall hold regular meetings at the call of the chairman on the fourth Tuesday of each month and at such other times as the planning board may determine. Special meetings may be called by the chairman or vice-chairman with twelve (12) hours of notice.

Current Meeting Schedule: - 4th Tuesday @ 5:00 p.m.; Commission Chamber

Rules of procedure (City Code Sec. 23-205.3):
The planning board shall elect from its **membership** one (1) member to serve as chairman and one (1) to serve as vice-chairman.

a. The term of the chairman and vice-chairman named by the planning board shall be for a period of one (1) year with eligibility for re-election.
b. The planning board shall hold regular meetings at the call of the chairman on the fourth Tuesday of each month and at such other times as the planning board may determine. Special meetings may be called by the chairman or vice-chairman with twelve (12) hours of notice.
c. The planning board shall adopt rules for transaction of its business and shall keep a public record of its resolutions, transactions, findings and determinations which record shall be filed with the official records of the city. The planning board may set a limit on the number of applications which may be scheduled for review on an agenda.

Functions, powers and duties (City Code Sec. 23-205.4) - To act as Local Planning Agency pursuant to the Local Government Comprehensive Planning and Land Development Regulation Act, F.S., ch 163, part II, and perform all functions and duties prescribed therein:

1. To advise and make recommendations to the city commission regarding applications for amendments to the official zoning map and comprehensive plan, rezoning of property, preliminary planned development projects and subdivisions;
2. To consider the need for revision or addition of regulations in these land development regulations and recommend changes to the city commission;
3. To hear and decide applications for special exception use permits and site plans in compliance with these regulations;
4. To perform any other duties which are lawfully assigned to it by the city commission

Recreation Commission (City Code Sec. 2-161) – The recreation commission consist of thirteen (13) members from community organizations providing a recreation program for the community and three (3) citizen members representing the citizens at large. A quorum shall consist of six (6) members. (3-year term)

- There is no interview process requirement for applicants applying for appointment to this board.
- Members are not required to file an annual Form 1, Statement of Financial Interests
- Current Vacancies: 1 citizen vacancy

Current Meeting Schedule: - 3rd Monday; 12:00 p.m., City Manager's Conference Room

A quorum shall consist of six (7) members.

Current Members:	Keri Hunt, citizen	11/01/11 - 07/01/17, 2
	Kris T. Fitzgerald, citizen	10//04/16 - 07/01/18, 1
	Vacant	– 07/01/18
	Eileen Farchmin, Webber Internt'l University	09/19/11 - 07/01/17, 2
	Robbie Shields, Lake Wales Soccer Club	09/19/11 - 07/01/17, 2
	Patty McKeeman, Lake Wales Pram Fleet	09/19/11 - 07/01/17, 2
	Deborah Rheiner/Linda Kimbrough, PAL	09/19/11 - 07/01/17, 2
	Helen Petersen, Green & Gold Foundation	09/19/11 - 07/01/17, 2
	Norm Rainey, Tennis Program	09/19/11 - 07/01/17, 2
	John Abel, YMCA/Softball	09/19/11 - 07/01/17, 2
	Clark Heter, YMCA	10/17/11 - 07/01/17, 2

Mimi Hardman, Historic Lake Wales Society	09/19/11 - 07/01/17, 2
Curt, Boys & Girls Club	09/19/11 - 07/01/17, 2

Membership (City Code Sec. 2-161):

Each community organization named in this paragraph shall be entitled to a seat on the recreation commission and shall appoint one (1) delegate who shall serve for a term of three (3) years. A citizen member shall serve no more than three (3) consecutive terms.

(1) Green and Gold Foundation
(2) Historic Lake Wales Society
(3) Lake Wales Boys and Girls Club
(4) Lake Wales Charter Schools
(5) Lake Wales Little League
(6) Lake Wales PAL
(7) Lake Wales Pram Fleet
(8) Lake Wales Public Library
(9) Lake Wales Soccer Club
(10) Lake Wales YMCA
(11) Polk County School Board
(12) Steelers Football and Cheerleading
(13) Webber International University

A Community organization that is formed for the purpose of providing a recreation program for the youth of the community shall be entitled to one (1) delegate on the recreation commission provided that a majority of the existing members vote to expand the commission to include a delegate from said organization. (3-year term)

Powers (City Code Sec. 2-161) - The recreation commission shall have the power to adopt by-laws, set meeting times and dates, and decide other matters of procedure.

Duties (City Code Sec. 2-162):

(a) During budget cycles when the city funds a municipal recreation program that includes a recreation director, the recreation commission shall:
  (1) In coordination with public school officials, all local church organizations, all local service organizations and all local civic clubs, assist in any manner possible the recreation director in matters of public relations between all organizations and the general public.
  (2) Aid and assist the recreational director in the carrying out of all of the director's powers and duties.

(b) During budget cycles when the city is unable to fund a municipal recreation program that includes a recreation director, the recreation commission shall:
  (1) Serve as a steering committee to:
    a. Coordinate publication of and participation in recreation programs currently run by various parent, church, or other community organizations;
    b. Identify recreation needs that are not currently being met; and
    c. Facilitate development of programs by various parent, church, or other community organizations to meet those unmet needs.
  (2) Serve as liaison between the various parent, church, and other community organizations that provide recreation programs and city staff for the maintenance and improvement of the city's recreation facilities.
  (3) Make recommendations to city staff for recreation improvements to be included in the city's capital improvement plan.
  (4) Make recommendations to city staff for program funding assistance to be included in the city's operating budget.

(c) The recreation commission shall also have the duty to review rules and regulations for use of recreation facilities and make recommendations to the city commission for approval or disapproval of said rules.

PENSION BOARDS

Firefighters' Retirement Board (City Code Sec. 16-163) – The board consists of five (5) trustees. Two (2) members must be legal residents of the City and two (2) members must be full-time firefighters employed by the Lake Wales Fire Department. Resident members are appointed by the Mayor with the advice and consent of the City Commission; firefighter members are selected by a majority of the firefighters who are members of the plan. The fifth member is chosen by a majority of the other four members and appointed by the Mayor. (4-year term)

- There is no interview process requirement for applicants applying for appointment to this board.
- Members are required to file an annual Form 1, Statement of Financial Interests
- Current Vacancies: 1 vacancy, 5th Seat Trustee

Current Members:	***Vacant***, 5th Seat	- 09/30/19,
	Glen Gest, resident	01/04/07 - 09/30/18, 3
	James (Jerry) Brown, resident	03/18/14 - 09/30/18, 1
	Joe Jenkins, Fire Chief	10/01/98 - 09/30/18, 4
	Christopher Whidden, Firefighter	09/15/14 - 09/30/18, 1

Meetings (City Code Sec. 16-163,(O)) – The board shall hold meetings, at least quarterly, determining the notice, place and time of each. A majority of its members shall constitute a quorum.

Current Meetings – Quarterly @ 4p.m.; Fire Department meeting room

Powers and duties (City Code Sec. 16-163 (I)) – The powers, duties and responsibilities of the board shall include the power and duty to:

(1) Construe the provisions of the system and determine all questions arising thereunder;
(2) Determine all questions relating to eligibility and participation;
(3) Determine and certify the amount of all retirement allowances or other benefits hereunder;
(4) Establish uniform rules and procedures to be followed for administrative purposes, benefit applications and all matters required to administer the system;
(5) Distribute to members at regular intervals information concerning the system;
(6) Receive and process all applications for participation and benefits;
(7) Authorize all payments whatsoever from the fund, and to notify the disbursing agent, in writing, of approved benefit payments and other expenditures arising through operation of the system and fund;
(8) Have performed actuarial studies and annual actuarial valuations and make recommendations regarding any and all changes in the provisions of the system;
(9) Select a secretary, who shall keep a complete minute book of the actions, proceedings, or hearings of the board and who shall keep a record of all persons receiving pension payments, noting the time of commencement and cessation thereof. Minutes prepared by the secretary shall be filed with the city clerk and made part of the official records of the city;
(10) Enforce the terms of the plan and the rules and regulations it adopts;
(11) Direct the crediting and distribution of the trust;
(12) Review and render decisions respecting a claim for (or denial of a claim for) a benefit under the plan;
(13) Furnish the city with information which the city may require for tax or other purposes;
(14) Engage the services of an investment manager or managers (as defined in § 3(38)) of the act, each of whom shall have such power and authority to manage, acquire or dispose of any plan asset under its control as authorized by the board;
(15) Establish and maintain a funding standard account and to make credits and charges to the account to the extent required by and in accordance with the provisions of the Code;
(16) Perform such other duties as are specified in this document; and
(17) Appoint an administrator of the system if deemed appropriate by the board.

General Employees' Retirement Board (City Code Sec. 16-43) – The board consists of five (5) trustees. Two (2) members must be employees of the plan elected by a majority of the actively employed members of

the retirement system, two (2) members must be a resident of the City, own property in the City or have a business tax issued from the City of Lake Wales, and one member is a voting Mayor and/or City Commissioner. (4-year term)

- There is no interview process requirement for applicants applying for appointment to this board.
- Members are required to file an annual Form 1, Statement of Financial Interests
- Current Vacancies: none

Current Members:	Linda Kimbrough, resident	06/17/08 - 04/01/19, 3
	Violeta Salud, resident	04/01/04 - 04/01/20, 5
	Sarah Kirkland, general employee	01//05/10 - 04/01/19, 3
	James Slaton, general employee	04/26/12 - 04/01/20, 1
	Commissioner Jonathan Thornhill, voting member	03/18/14 - 05/07/17, 1

Meetings (City Code Sec. 16-43(O)) – The board of trustees may hold meetings, determining the notice, place and time of each. A majority of its members shall constitute a quorum.

Current Meetings – Quarterly @ 8:30 a.m.; City Manager's conference room

Powers & Duties (City Code Sec. 16-43 (I)): The powers, duties and responsibilities of the board of trustees shall include the power and duty to:

(1) Construe the provisions of the system and determine all questions arising thereunder;
(2) Determine all questions relating to eligibility and participation;
(3) Determine and certify the amount of all retirement allowances or other benefits hereunder;
(4) Establish uniform rules and procedures to be followed for administrative purposes, benefit applications and all matters required to administer the system;
(5) Distribute to members at regular intervals information concerning the system;
(6) Receive and process all applications for participation and benefits;
(7) Authorize all payments whatsoever from the fund, and to notify the disbursing agent, in writing, of approved benefit payments and other expenditures arising through operation of the system and fund;
(8) Have performed actuarial studies and annual actuarial valuations and make recommendations regarding any and all changes in the provisions of the system;
(9) Select a secretary, who shall keep a complete minute book of the actions, proceedings, or hearings of the board and who shall keep a record of all persons receiving pension payments, noting the time of commencement and cessation thereof. Minutes prepared by the secretary shall be filed with the city clerk and made part of the official records of the city.
(10) Enforce the terms of the plan and the rules and regulations it adopts;
(11) Direct the crediting and distribution of the trust;
(12) Review and render decisions respecting a claim for (or denial of a claim for) a benefit under the plan;
(13) Furnish the city with information which the city may require for tax or other purposes;
(14) Engage the services of an investment manager or managers (as defined in act section 3(38)), each of whom shall have such power and authority to manage, acquire or dispose of any plan asset under its control as authorized by the board;
(15) Establish and maintain a funding standard account and make credits and charges to the account to the extent required by and in accordance with the provisions of the Code;
(16) Perform such other duties as are specified in this document.

Police Officers' Retirement Board (City Code Sec. 16-233) – The board consists of five (5) trustees. Two (2) members must be legal residents of the City and two (2) members must be full-time police officers' employed by the Lake Wales Police Department. Resident members are appointed by the Mayor with the advice and consent of the City Commission; police officer members are elected by a majority of the police officers who are members of the plan. The fifth trustee member is chosen by a majority of the previous four members and as a ministerial duty, such person is appointed by the City Commission. (4-year term)

- There is no interview process requirement for applicants applying for appointment to this board.
- Members are required to file an annual Form 1, Statement of Financial Interests

- Current Vacancies: None

Current Members:	Joe Elrod, 5th Trustee	02/03/15 - 09/30/19
	Robert Plummer, resident	11/17/15 - 09/30/18
	Anthony Elrod, resident	04/01/14 - 09/30/18
	David Black, police officer	10/14/16 - 09/30/18
	William Raebig, police officer	05/05/14 - 09/30/18

Meetings (City Code Sec. 16-233 (O)) – The board shall hold meetings, at least quarterly, determining the notice, place and time of each. A majority of its members shall constitute a quorum.

Current Meetings – Quarterly @ 4p.m.; Fire Department meeting room

Powers & Duties (City Code Sec. 16-233 (I)) - The powers, duties and responsibilities of the board shall include the power and duty to:

(1) Construe the provisions of the system and determine all questions arising thereunder;
(2) Determine all questions relating to eligibility and participation;
(3) Determine and certify the amount of all retirement allowances or other benefits hereunder;
(4) Establish uniform rules and procedures to be followed for administrative purposes, benefit applications and all matters required to administer the system;
(5) Distribute to members at regular intervals information concerning the system;
(6) Receive and process all applications for participation and benefits;
(7) Authorize all payments whatsoever from the fund, and to notify the disbursing agent, in writing, of approved benefit payments and other expenditures arising through operation of the system and fund;
(8) Have performed actuarial studies and annual actuarial valuations and make recommendations regarding any and all changes in the provisions of the system;
(9) Select a secretary, who shall keep a complete minute book of the actions, proceedings, or hearings of the board and who shall keep a record of all persons receiving pension payments, noting the time of commencement and cessation thereof. Minutes prepared by the secretary shall be filed with the city clerk and made part of the official records of the city;
(10) Enforce the terms of the plan and the rules and regulations it adopts;
(11) Direct the crediting and distribution of the trust;
(12) Review and render decisions respecting a claim for (or denial of a claim for) a benefit under the plan;
(13) Furnish the city with information which the city may require for tax or other purposes;
(14) Engage the services of an investment manager or managers (as defined in § 3(38)) of the act, each of whom shall have such power and authority to manage, acquire or dispose of any plan asset under its control as authorized by the board;
(15) Establish and maintain a funding standard account and to make credits and charges to the account to the extent required by and in accordance with the provisions of the Code;
(16) Perform such other duties as are specified in this document; and
(17) Appoint an administrator of the system if deemed appropriate by the board.

APPLICATION FOR APPOINTMENT TO CITY BOARD, COMMISSION OR COMMITTEE

City of Lake Wales, City Clerk's Office, P.O. Box 1320, Lake Wales, FL 33859-1320

Board/Commission/Committee _____

Applying for:

☐ reappointment

☐ new appointment

	Yes Full-time	Yes Part-time	No
City Resident?	☐	☐	☐
Registered Voter?	☐ Yes, Florida	☐ Yes, Other	☐ No

	Yes	No
City Business Tax?	☐	☐
Own Property in City?	☐	☐

Name	
Home Address	Home Phone
Business Address	Business Phone
Employer	Occupation/Type of Business

If applicant is not a city resident or does not pay business tax to city, please provide physical address of property owned within the city limits.

Special knowledge or experience applicable to function of board/commission/committee

Other community involvement

Fla. Statute 760.80 requires the City of Lake Wales to maintain and report the following information:

Race/Ethnicity

African-American ☐

Asian-American ☐

Hispanic-American ☐

Native-American ☐

Caucasian ☐

Gender

Male ☐ Female ☐

Physically Disabled?

Yes ☐ No ☐

I understand that I may be required to complete a Financial Disclosure Form in accordance with the requirements of Florida Law for every year during which I serve as an appointee. I further understand that refusal to file a required Financial Disclosure will result in my removal from the board/commission/committee to which I have been appointed.

_____ applicant initials

Have you ever been convicted of a felony? ☐ Yes ☐ No

If yes, please explain on separate paper and attach to application.

applicant signature

date

List 3 references who reside in the city:

name	phone
name	phone
name	phone

Contact City Clerk's Office to schedule appointment with board chairman and board support staff.

If the applicant is not appointed at the next City Commission meeting scheduled for the purpose of making appointments, this application will be retained on file for 6 months.

e-mail _____

BOARDS, COMMISSIONS, & COMMITTEES
Meeting Schedule

Airport Authority
1st Monday @ 5:30 p.m.; Commission Chamber

Board of Zoning Adjustment and Appeals (BOA)
3rd Thursday @ 9:00 a.m.; Commission Chamber

Citizens & Police Community Relations Advisory Committee
3rd Thursday @ 6:00 p.m.; City Hall Lunch Room

Code Enforcement Board
2nd Monday @ 5:00 p.m.; Commission Chamber

Community Redevelopment Agency (CRA) Board
Meetings are held as needed

CRA Citizen Advisory Committee
3rd Thursday @ 5:00 p.m.; Commission Chamber
(Meeting time will be 5:30 p.m. if the Historic District Regulatory Board is meeting the same night in the Chamber at 5:00 p.m.)

Historic District Regulatory Board
3rd Thursday @ 5:00 p.m.; Commission Chamber (board does not meeting regularly)

Housing Authority
3rd Wednesday @ 6:00 p.m.; Housing Authority

Library Board
2nd Wednesday @ 11:00 a.m.; Lake Wales Library

Planning & Zoning Board
4th Tuesday @ 5:30 p.m.; Commission Chamber

Recreation Commission
3rd Monday; 12:00 p.m., City Manager's Conference Room

Firefighters' Retirement Board
Quarterly @ 4:00 p.m.; Fire Department meeting room

General Employees' Retirement Board
Quarterly @ 8:30 a.m.; City Manager's conference room

Police Officers' Retirement Board
Quarterly @ 4:00 p.m.; Fire Department meeting room