CITY COMMISSION
REGULAR MEETING
OFFICIAL AGENDA
March 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. 2015 DEP Southwest District Plant Operations Excellence Award

Documents: 2015 PLANT OPERATIONS EXCELLENCE AWARD.PDF

6. PRESENTATION/REPORT

6.I. Presentation: Candy Canes For Kids
Steve Elias with Envisors would like to make a presentation to the Commission regarding the Candy Canes for Kids program over the holidays.

6.II. EDC Quarterly Evaluation Report On The Progress Of Economic Development Programs & Activities - Presentation By Kevin Kieft, President/CEO Of Chamber Of Commerce

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: February 19, 2016, Special Meeting

Documents: 2016-02-19SP.PDF

8.II. Approval Of Minutes: March 1, 2016, Regular Meeting

Documents: 2016-03-01REG.PDF

8.III. Grant Application: FDOT For Laptops And New Server.

Documents: AGENDA ITEM POLICE LAPTOPS.PDF, APPLICATION FOR FY 2017 SECTION 405 FUNDING-FINAL.PDF, APPLICATION FOR SECTION 405 FUNDING - FY2017 SUPPLEMENTAL INFORMATION FINAL.PDF, FISCAL IMPACT LAPTOPS GRANT 03 08 2016.PDF

8.IV. Resolution 2016-07, Financial Advisory Services

The City Commission will consider approving Resolution 2016-07, Financial Advisory Service Agreement with Public Financial Management, Inc.

Documents: 001 - 2016 03 01 AGENDA MEMO FINANCIAL ADVISOR.PDF, 002 - FINANCIAL ADVISORY SERVICES - RESOLUTION 2016-07.PDF, 003 - PFM CONTRACT 2016.PDF, 004 - PROPOSED RANKING TABULATION - FINANCIAL ADVISORY SERVICES.PDF

8.V. Second Extension Of Time – Approval Of Preliminary PDP Plan - Leoma's Landing – North Side Of Chalet Suzanne Road

This project is not ready to move towards construction. Metro Development Group, developer, is seeking an extension to the PDP approval as required by code.

Documents: MEMORANDUM - SECOND LEOMAS LANDING EXTENSION.PDF, LEOMAS LANDING EXTENSION REQUEST MAY 2015.PDF, LEOMAS LANDING EXTENSION REQUEST DECEMBER 2015.PDF, SITE PDF.PDF, CONDITIONS FINAL CC 5-20-14.PDF

9. OLD BUSINESS

9.I. Ordinance D2016-01, CPA/Zoning: 2nd Reading And Public Hearing - American Garden Perlite Property – 31 Airport Road

The proposed amendment will designate land use and zoning for approximately 10.62 acres of property located at 31 Airport Road.

Documents: AIRPORT ROAD 31 - CPA 2ND R AND PH 03.15.16.PDF, ORD D2016-01 - AMERICAN GARDEN PERLITE LLC.PDF, ATTACHMENT A - AMERICAN GARDEN PERLITE LLC.PDF

10. NEW BUSINESS

10.I. Ordinance 2016 –04 Annexation – 1st Reading Wheeler Properties LLC – Waverly Village

Ordinance 2016-04 proposes the annexation of approximately 16.2 acres located north of CF Kinney Road and west of Scenic Highway (SR17).

Documents: CC MEMO 1ST R ANNEXATION.PDF, ORDINANCE 2016-04 WAVERLY VILLAGE.PDF, ORD 2016-04 ATTACHMENT A.PDF

10.II. Resolution 2016-08, S.R. 60 Utilities Extension Project Route Analysis And Memorandum

Resolution 2016-08 is for the purpose of authorizing property acquisition associated with the first phase of the Project. It provides for the westward extension of potable water and sanitary sewer lines to a site in unincorporated Polk County that has not been precisely determined for the S.R. 60 Interconnection Facility. In general, the site will be near the intersection of S.R. 60 and the CSX Railroad Line. Phase One provides for the utility extension to proceed only to the intersection of S.R. 60 and North Acuff Road. The extended utility lines will be available to serve properties in the vicinity. In approving the Resolution, there are five factors that must be considered as explained below.

Documents: MEMO-LW ROUTE ANALYSIS MEMORANDUM S R 60 PHASE ONE 03082016.PDF, RES2016-08, SR 60 UTILITIES EXTENSION PHASE 1-2-3.PDF, SR

60W ALTERNATIVES.PDF, WESTERN EXPANSION - CONCEPTUAL OVERALL ROUTE.PDF

10.III. Resolution 2016-09, Polk County Water Cooperative Interlocal Agreement

The City of Lake Wales has the opportunity to become part of the proposed Polk County Water Cooperative (the "Cooperative" or " If it PCWC") through an inter-local agreement between Polk County and all the municipalities within the County. Being part of the Cooperative will allow the City to access funding from the Southwest Florida Water Management District ("SWFWMD") for future multi-jurisdiction water supply projects.

Documents: MEMO-PRWC INTERLOCAL AGREEMENT.PDF, RES2016-09 PCWC INTERLOCAL AGREEMENT.PDF, FINAL PRWC INTERLOCAL AGREEMENT.PDF

10.IV. Appointment – Planning & Zoning Board; Police Officers' Retirement Board, 5th Seat Member

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

Documents: MEMO-BOARD APPTS.PDF, MATTHEW CAIN.PDF, CURTIS GIBSON.PDF, PLANNING BD RECOMMENDATION.PDF, JOE ELROD.PDF, PD RETIREMENT BOARD APPOINTMENT LETTER.PDF

10.V. Discussion: Usage Of Commission Chamber For Candidate Forums

11. CITY MANAGER

11.I. TRACKING REPORT

Documents: TRACKING.PDF

11.II. City Commission Meeting Calendar

Documents: CITY COMMISSION MEETING CALENDAR, 3-15-16.PDF

11.III. Other Meetings & Events Calendar

Documents: OTHER MEETINGS AND EVENTS CALENDAR.PDF

11.IV. Information: Boards, Commissions, Committees

Documents: BOARD INFORMATION.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.

2015 Plant Operations Excellence Award

Florida Department of Environmental Protection

This Award is Presented to the

City of Lake Wales Water System

In Recognition of
Outstanding Operation through Dedicated Professionalism

Medium Community Water System

Southwest DEP District

2015

Frederick L. Aschauer, Jr., Director
Division of Water Resource Management

A special meeting of the Lake Wales City Commission was held on February 19, 2016 at 4:00 p.m. in the Commission Chambers at the Municipal Administration Building. The meeting was called to order by Mayor Eugene Fultz.

COMMISSIONERS PRESENT: Terrye Howell; Pete Perez; Christopher Lutton; Eugene Fultz, Mayor

COMMISSIONERS ABSENT: Jonathan Thornhill

CITY REPRESENTATIVES PRESENT: Kenneth Fields, City Manager; Clara VanBlargan, City Clerk

AGENDA ITEM 1. ROLL CALL

AGENDA ITEM 2. Approving the Ballot for the April 5, 2016 Municipal Election

City Clerk Clara VanBlargan reviewed Agenda Item 2 for approval of the Ballot.

[Begin Ballot prepared for Approval

LAKE WALES REGULAR MUNICIPAL ELECTION
POLK COUNTY, FLORIDA
APRIL 5, 2016

- TO VOTE, COMPLETELY FILL IN THE OVAL ⬬ NEXT TO YOUR CHOICE.
- Use only a pencil, or a blue or black pen.
- If you make a mistake, don't hesitate to ask for a new ballot. If you erase or make other marks, your vote may not count.

COMMISSIONER
SEAT 3
(Vote for One)

⬬ Ed Bowlin
⬬ Terrye Y. Howell

COMMISSIONER
SEAT 5
(Vote for One)

⬬ Robin Gibson
⬬ Christopher Lutton
⬬ Bob Wood

CHARTER AMENDMENT

ARTICLE XII

VOTER APPROVAL FOR FEES, CHARGES AND ASSESSMENTS; PROHIBITION OF FIRE PROTECTION ASSESSMENT FEES

Shall the City of Lake Wales Charter be amended to require fees, charges and assessments issued under home rule authority be approved by a majority vote of the qualified electors: and to revoke authority to levy fire protection assessment fees issued under home rule authority?

Question: Shall the above-
Described amendment be adopted?

- YES
- NO

[End Ballot prepared for Approval]

The City Clerk reviewed Agenda Item 2.

Commissioner Lutton made a motion to approve the Ballot for the April 5, 2016 Municipal Election. Commissioner Howell seconded the motion.

By Roll Call Vote:

Commissioner Lutton	"YES"
Commissioner Howell	"YES"
Commissioner Perez	"YES"
Mayor Fultz	"YES"

The motion carried 4-0.

There being no further business the meeting was adjourned at 4:02 p.m.

_____
Mayor/Deputy Mayor

ATTEST:

_____
City Clerk Clara VanBlargan, MMC

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

INVOCATION

The invocation was given by Dr. Jim Moyer.

PLEDGE OF ALLEGIANCE

COMMISSIONERS PRESENT: Terrye Y. Howell; Pete Perez; Christopher Lutton; Jonathan Thornhill; Eugene Fultz, Mayor

COMMISSIONERS ABSENT: None

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

5. MAYOR

Agenda Item 5.I. Municipal Election Public Announcement

The Mayor read the Municipal Election Public Announcement prepared by the City Clerk.

Agenda Item 5.II. PROCLAMATION: Women's History Day; March 1, 2016

The Mayor read a proclamation proclaiming March 1, 2016 as "Women's History Day." AAUW Chairman Charlene Bennett and other AAUW members accepted the proclamation.

Charlene Bennett announced two upcoming events hosted by AAUW: Women Who Made History on the Ridge, March 29, 2016; Candidate Forum for the City Election, March 18, 2016. She invited everyone to attend the events.

Agenda Item 5.III. PROCLAMATION: Read Across Lake Wales Day; March 1, 2016

The Mayor read a proclamation proclaiming March 1, 2016 as "Read Across Lake Wales Day" Library Director Tina Peak accepted the proclamation.

6. PRESENTATION/REPORT

7. COMMUNICATIONS AND PETITIONS

Charlene Bennett, AAUW Chairman, requested that the City Commission look into the possibility of allowing candidate forums and other people's business to be held in the Commission Chambers. She said the candidate forums are people's business and the Commission Chambers is owned by the people. Mr. Fields said he didn't think it is a legal prohibition, but a matter of setting policy for its use and any cost that might be involved in terms of someone being present to close up the building after a meeting takes place. He said a proposed policy will be brought back to the Commission on that.

Gregory Massey, non-resident, requested that the City Commission revisit its ordinance regarding beer and wine bars in the northwest section that was passed in 2009. During that time he had one of those establishments that he closed on his own due to personal reasons. His intention was to reopen it about a year ago but someone else beat him to the building that he planned to go back into. Now, in accordance

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with that ordinance and the changes that were made to it during that time period, he is unable to reopen an establishment. Mr. Massey said he understands the issues that the City has in the northwest section but his issue is that there is nothing there in a legal form beyond Elks, which is a private establishment.

Peggy Hawkins, representing the VFW Post 2420, announced upcoming events the VFW is sponsoring, which includes an Easter Egg Hunt at Lake Wailes Park on March 26 that she requested donations for.

Dr. James Moyer, non-resident, announced the Warner University Workday on April 6 and said the event is in cooperation with the Lake Wales Care Center and the City through James Slaton.

The event be held on April 6. He said this is a volunteer opportunity to bring about 550 to 600 people to Lake Wales to do service project throughout Lake Wales consisting of primarily painting projects. The event has the potential to give the City about 1,500 to 2,000 volunteer hours.

8. CONSENT AGENDA

Agenda Item 8.1. APPROVAL OF MINUTES: February 16, 2016 Regular Meeting

Agenda Item 8.II. Florida Stories Community Audio Walking Tours grant

[Begin Agenda Memo]

SYNOPSIS

A grant application to the Florida Humanities Council for $5000 to develop an audio walking tour that highlights the historic architecture of downtown Lake Wales

RECOMMENDATION

Staff recommends that the City Commission approve a grant application to the Florida Humanities Council for $5,000 to develop an audio walking tour that highlights the historic architecture of downtown Lake Wales.

BACKGROUND

Under the guidance of the Florida Humanities Council (FHC), this initiative supports the creation of cultural, historical, and architectural walking tours for communities across the state of Florida.

If our grant application is accepted, the FHC will invest $5,000 into the development of an audio walking tour that highlights the historic architecture of downtown Lake Wales. Their investment goes towards a sound engineer, studio space, voice talent, application development, and marketing.

Support from the City would be symbolic; there is no fiscal impact for this particular grant. The grant requires a 1:1 match; however, $2,500 has been secured from Ray Brown and $2,500 in-kind has been secured.

OTHER OPTIONS

Do not apply for this grant

FISCAL IMPACT

If awarded, the required match will be donated from private sources.

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[End Agenda Memo]

Agenda Item 8.III. Emergency Sewer line Repair on Russell Ave

[Begin Agenda Memo]

SYNOPSIS

Staff requests commission approval after the fact for the expenditures of $48,215.00 for an emergency sewer main repair to Evans & Lyles.

RECOMMENDATION

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

1. Approve the expenditures after the fact of $48,215.00 for the emergency repair of the sewer main of Russell Ave.

BACKGROUND

Staff received a call on February 4, 2016 that there was a depression in the road on Russell Avenue. Maintenance crews were called out and because they are of the knowledge and are aware that there are sewer mains in the road, the wastewater camera truck was dispatched to the location. Upon inspection of the sewer main, it was discovered that the main was broken and was causing the road to sink and taking in water. Staff immediately began making contact with several contractors to obtain pricing to complete the repair. Three contractors were able to provide pricing for the repair with the lowest price to be obtained from Evans & Lyles in the amount of $48,215.00. A purchase order was obtained and the contractor was instructed to make the repair. The dewatering process took several days, due to the extremely wet conditions. Once all the water was removed from the work site the sewer main and road were able to be repaired.

Staff is seeking commission approval after the fact for the expenditures of $48,215.00 for the emergency sewer main repair on Russell Avenue.

FISCAL IMPACT

The Wastewater Department has submitted a request to the Finance Director to include this expenditure to the next budget amendment as to not deplete the M & R Systems line item for the remainder of the fiscal year. Funds are able to be transferred from the Capital Line item of Lift Station Rehabilitation for this emergency purchase.

[End Agenda Memo]

Agenda Item 8.IV. Approval of Election Workers

[Begin Agenda Memo]

SYNOPSIS

It is necessary for the City Commission to approve a list of election workers provided by the Supervisor of

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Elections to work in the City of Lake Wales Municipal Election on April 5, 2016.

RECOMMENDATION

It is necessary that the City Commission appoint the following list of election workers provided by the Supervisor of Elections to keep the polling place open from 7:00 a.m. to 7:00 p.m. for the Municipal Election on Tuesday, April 5, 2016 at the Municipal Administration Building:

Working:

Patricia "Tish" O. Pike, Precinct Clerk
Susan J. Giacherio, Voter Information Specialist
Lori Hudson, Voter Information Specialist
Marietta K. Burbank, Book Inspector
Doris Powell, Book Inspector
Gabriella Sabree, Book Inspector
Cynthia C. Leeson, Deputy
Robert "Bob" F. Lansford, Voting Equipment Operator

Alternates:

John "Mike" Taft, Voter Information Specialist
Diane C. Eschenburg, Book Inspector
Mildred "Jean" H. Scott, Deputy
William "Bill" A. Rapp, Voting Equipment Operator

BACKGROUND

On February 3, 2004, the City Commission approved the consolidation of 7 polling locations into one (1) polling location in the Municipal Administration Building for City elections only. By consolidating the City Clerk does not have to staff all polling locations. The persons selected by the Supervisor of Elections are registered voters and will receive mandatory training from the Supervisor of Elections prior to Election Day. The alternates will only work on Election Day if needed.

OTHER OPTIONS

None

FISCAL IMPACT

The necessary funds covering the cost of election workers are provided for in the FY2015-2016 Budget.

[End Agenda Memo]

Deputy Mayor Thornhill made a motion to approve the Consent Agenda. Commissioner Howell seconded the motion.

By Voice Vote:

Deputy Mayor Thornhill "YES"
Commissioner Howell "YES"
Commissioner Lutton "YES"

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Commissioner Perez "YES"
Mayor Fultz "YES"

The motion carried 5-0.

9. OLD BUSINESS

10. NEW BUSINESS

Agenda Item 10.I. Agreement - City of Lake Wales/Police Benevolent Association

[Begin Agenda Memo]

SYNOPSIS

The City Commission will consider ratifying the Collective Bargaining Agreement between the City and West Central Florida Police Benevolent Association, Inc.

RECOMMENDATION

It is recommended that the City Commission ratify the proposed amendments to the agreement between the City of Lake Wales and the West Central Florida Police Benevolent Association, Inc.

BACKGROUND

On August 20, 2013, the City Commission approved the collective bargaining agreement between the City of Lake Wales and the Police Benevolent Association, Inc. (PBA) for the period October 1, 2009 through September 30, 2014. The general purpose of the agreement is to provide wages, hours, and other conditions of employment for the employees in the police department bargaining unit of which all are sworn officers in the classification of police officer, corporal or sergeant.

Management staff and the Police Department union representatives have reached an agreement for the period October 1, 2014 through September 30, 2017.

NOTE: The amendments are presented to the City Commission for ratification at this time. The changes to the existing agreement are highlighted below:

Proposed Contract Changes

Article 16 Wages

16.1 Effective October 1, 2014 employees shall receive 1% cost of living increase to base annual salary.
Effective October 1, 2015 employees shall receive 1% cost of living increase to base annual salary.
Effective October 1, 2016 "me too" is in the event the city agrees to a cost of living increase, shift premium rate increase, call back pay increase, standby pay increase, or lump sum payments PBA members will receive the same.

16. 3 Step Plan. Employees hired on October 1, 1994, and thereafter shall not be covered by Article 20 (Longevity Pay), but shall be paid in accordance with the Step Plan set forth in Appendix D.1.

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20.5 Longevity Pay

DEFINITIONS:

Continuous service: For the purposes of this article continuous service shall mean uninterrupted service of the employee with the City since the last date of hire.

Educational requirement: For the purposes of this article the educational requirement shall be deemed as completion of nine semester hours of college per two year block of service.

Or

Successful completion of one hundred twenty (120) hours of advanced and specialized training per two year block of service at an approved agency as set forth in Appendix E.

The educational requirement for additional steps may be completed during previous steps.

28.1 Tuition Aid

Reimbursement of admission examination, books and/or tuition fees of a maximum of $~~2,500~~ $1,500 will be provided by the City per employee per fiscal year for degree curricula or specialized training as long as the expense is job related and may include on-line classes. Any costs or fees paid from other sources shall not be reimbursable by the City.

38 Duration of Agreement

38.1 This Agreement shall become effective upon ratification by the bargaining unit members and approval and ratification by the Lake Wales City Commission and shall continue in full force and effect until midnight of September 30, 20~~14~~ 17 with a re-opener anytime after October 1, 2015, but before September 30. 2016 to negotiate and implement Article 16(A) in accordance with Senate Bill 172 2015-039 Laws of Florida. (Premium tax revenue)

FISCAL IMPACT

The cost of living adjustment of one percent (1%) for October 1, 2014 and 15 (this is the same as the general employees and fire department employees received) is budgeted in FY 15'16 budget. There could be a slight increase in step plan costs, because more officers may take advantage of specialized training in lieu of nine credit hours of college.

OTHER OPTIONS

Don't ratify the contract.

[End Agenda Memo]

Human Resources Director Sandra Davis reviewed Agenda Item 10.I. In answering questions from the Commission, she said the term of the agreement expires in 2017, 1% salary increase from 2014 to present had been budgeted and that employees would have to show proof to receive tuition aid and stay employed with the City a year after receiving it or it would have to be reimbursed.

DRAFT

Commissioner Lutton made a motion to ratify the proposed amendments to the agreement between the City of Lake Wales and the West Central Florida Police Benevolent Association, Inc. Commissioner Howell seconded the motion.

By Voice Vote:

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

The motion carried 5-0.

Agenda Item 10.II. Resolution No. 2016-05 – Corrective Resolution

[Begin Agenda Memo]

SYNOPSIS

This resolution will correct a scrivener's error in a resolution adopted May 6, 1953.

RECOMMENDATION

Adoption of Resolution 2016-05 after reading and public hearing. Notice requirements have been met.

BACKGROUND

On or about May 5, 1953 the City of Lake Wales passed a resolution closing a portion of Lakeshore Boulevard in the original plat of Lake View Heights. This resolution failed, due to scrivener's error, to recognize that Lot 14 of LAKE WALES HEIGHTS was the subject of a Replat known as COUCH'S RE-SUBDIVISION as recorded in Plat Book 18, at Page 27, of the Public Records of Polk County, Florida.

This oversight has resulted in a potential cloud on title of certain properties.

C.B. Myers III, P.A. is requesting that the City take this action. City Attorney Galloway has prepared the corrective resolution presented for action.

FISCAL IMPACT

There is no direct fiscal impact on the City.

OTHER OPTIONS

None

[End Agenda Memo]

City Attorney Chuck Galloway reviewed Agenda Item 10.II, He explained the corrections that needed to be changed, which he said was cleanup for title purposes.

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The Mayor asked if the resolution needed to be read by title although it was done in 1953 and the City Attorney said it should.

The Mayor asked the Commission if there were any questions or comments before going forward.

City Clerk Clara VanBlargan read Resolution 2016-05 by title only:

A RESOLUTION CORRECTING THAT CERTAIN RESOLUTION ADOPTED ON MAY 6, 1953, BY THE CITY OF LAKE WALES AS RECORDED IN DEED BOOK 957, AT PAGE 37, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA

Deputy Mayor Thornhill made a motion to adopt Resolution 2016-05. Commissioner Howell seconded the motion.

By Roll Call Vote:

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

The motion carried 5-0.

Agenda Item 10.III. **Appointing an alternate member to serve on the Canvassing Board if necessary; designating the City Clerk as the L&A Testing Representative; rescheduling the first Commission meeting in April; and scheduling a date and time for the post-election manual audit**

[Begin Agenda Memo]

SYNOPSIS

The City Commission is asked to make approvals regarding Canvassing Board activities.

RECOMMENDATION

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

1. Appoint the City Manager, City Attorney, or a citizen/s to serve as an alternate member on the Canvassing Board to avoid a possible lack of quorum;

2. Designate the City Clerk to represent the Canvassing Board on Tuesday, March 29, 2016 at 4:00 p.m.;

3. Reschedule the first regular Commission meeting in April from Tuesday, April 5 to Monday, April 4 or Wednesday, April 6 so the Canvassing Board may canvass the election on Tuesday, April 5. Meeting time is 6:00 p.m.; and

4. Schedule a date and time for the Canvassing Board to conduct a Post-Election Manual Audit

BACKGROUND

DRAFT

The City Commission serves as the Canvassing Board and has legal responsibilities related to the conduct of the Municipal Election. Because of busy schedules it is necessary to review the responsibilities well in advance to prevent calendar conflicts because a quorum must be present.

The following rules apply to all members of the Canvassing Board:

> No member can serve if he or she is a candidate with opposition in the election being canvassed or is *actively participating* in the campaign or the candidacy of any candidate who has opposition in the election being canvassed. Actively participating means undertaking an intentional effort to demonstrate or generate public support for a candidate beyond merely making a campaign contribution. Refer to DE 8-10; 09-07.
>
> If a lack of a quorum is created on the Canvassing Board due to this rule or any other unavoidable cause, the City Commission may appoint the city manager, city attorney, or a resident/s to serve as a member to the Canvassing Board in the absence of the Commission member creating the lack of quorum (Sec. 8-26, Lake Wales Code of Ordinances).

Per Florida Statute, Canvassing Board members are required to attend the following meetings.

> **Pre-election Logic and Accuracy Testing of Tabulating Equipment**
> Election Headquarters, SOE, Bartow – 4:00 p.m., Tuesday, March 29, 2016
>
> It is mandatory that the City Clerk be present at the L&A Testing. The Canvassing Board may designate the City Clerk to represent them at the L&A Testing.
>
> **Election Night Canvassing of Ballots**
> Election Headquarters, SOE, Bartow - Tuesday, April 5, 2016. A quorum must be present and members must remain until all ballots are tabulated.
>
> It is necessary that the City Commission reschedule its first regular Commission meeting in April from Tuesday, April 5 to Monday, April 4 or Wednesday, April 6 so the Canvassing Board may canvass the election on Tuesday, April 5. Commission meeting time is 6:00 p.m.
>
> **Certification of Election & Randomly Select a Race that appears on the Ballot for the purpose of conducting the Post-Election Manual Audit**
> City of Lake Wales Municipal Administration Building – 5:00 pm, Thursday, April 7, 2016
> (A Quorum must be present)
>
> **Post-Election Manual Audit**
> Election Headquarters, SOE – Date and Time to be scheduled by SOE.
>
> In accordance with F. S. 101.591, the manual audit must be completed and the results made public no later than 11:59 p.m. on the 7th day following certification of the election and a report be made to the Department of State by the City Clerk within 15 days after completion of the audit. The Canvassing Board will certify the election on Thursday, April 7 at 5pm and must conduct and complete the manual audit no later than 5:00 p.m. on Thursday, April 14.

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It is necessary that the Commission set a date and time for the manual audit. The Election Headquarters requested that the event be scheduled between 9 a.m. and 2:00 p.m. on Tuesday, April 12 or Wednesday, April 13. A Quorum must be present.

Run-off Election – Same requirement as above
Election Headquarters, SOE - To be held in case of tie vote

[End Agenda Memo]

The City Commission consented to designating the City Clerk to represent the Canvassing Board on Tuesday, March 29, 2016 at 4:00 p.m.

The Mayor recommended Jacquie Hawkins, a former employee and citizen, to serve as the alternate member.

Deputy Mayor Thornhill made a motion to appoint Jacquie Hawkins, citizen, to serve as an alternate member on the Canvassing Board to avoid a possible lack of quorum. Commissioner Lutton seconded the motion.

By Voice Vote:

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

The motion carried 5-0.

Commissioner Howell recommended having the Commission meeting on Monday, April 4. Commissioner Lutton said he could not attend that night.

Deputy Mayor Thornhill made a motion to reschedule the first regular Commission meeting in April from 6:00 p.m., Tuesday, April 5 to 6:00 p.m., Wednesday, April 6. Commissioner Lutton seconded the motion.

By Voice Vote:

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

The motion carried 5-0.

Commissioner Lutton made a motion scheduling the Canvassing Board meeting to conduct a Post-Election Manual Audit at 2:00 p.m. on Wednesday, April 13, 2016 at the Election Headquarters in Bartow. Deputy Mayor Thornhill seconded the motion.

By Voice Vote:

Commissioner Lutton "YES"
Deputy Mayor Thornhill "YES"

DRAFT

Commissioner Perez	"YES"
Commissioner Howell	"YES"
Mayor Fultz	"YES"

The motion carried 5-0.

Agenda Item 10.IV. City Manager Performance Evaluation

[Begin Agenda Memo]

SYNOPSIS

Commissioners will discuss the performance evaluation of the City Manager.

On July 19, 2013 the City executed an Employment Agreement with the City Manager. In accordance with Section 3 Paragraph 3.2 of the Agreement states, " the City Commission shall evaluate the performance of the City Manager at least once annually no later than 30 days prior to the City Manager's Anniversary Date. Based upon the results of the annual evaluation, the City Commission may, in its sole discretion, grant a salary increase, bonus and/or grant additional benefits to the City Manager effective with his anniversary date.

Performance evaluation forms were completed by the City Commissioners and returned to staff as requested. Evaluation forms completed by the Commissioners are available for review in the Human Resources Department.

Ratings in the various evaluation categories have been compiled in a chart which is provided with this memorandum.

[End Agenda Memo]

Human Resources Director Sandra Davis said this item is just to be put on record.

The City Manager said spoke to each of the Commission members individually to get the policy filled out and that he greatly appreciates the feedback. He said he thrives in everything that he does to be as professional as he can, to move the City forward as best he can, and most importantly to do it in an ethical and upright manner. As he has stated on numerous occasions this is a City that is really on the move right now and he is very proud and honored to be a part of it, and he really enjoys what he does. There is always room for improvement. Some of the Commission members were tougher graders than others and he appreciates the comments. A number of them said he should make an attempt to be out in the community more and be more assessable to the public. He said instead of someone asking for him to come see them, he will take a more proactive role and make more of an effort to go see them, not just to the business community like EDC and the Chamber of Commerce, but to other groups and organizations in the City. He said he takes the comment constructively and will work on that in the future, and if that is the direction of the Commission he will follow up on that and let them know he is making that effort.

Mr. Fields said as part of this evaluation, it is up to the Commission to make any salary adjustment to his contract at that time. He requested that he get the same 1% across the board increase that the employees got, his contract be extended another year from 2017 to 2018, and a one-time 3% bonus for his performance over the past year in terms of economic development and everything else that is going on in the City.

Deputy Mayor Thornhill made a motion granting the 1% across the board salary increase. Commission Howell seconded the motion.

DRAFT

By Voice Vote:

Deputy Mayor Thornhill "YES"
Commissioner Howell "YES"
Commissioner Lutton "YES"
Deputy Mayor Thornhill "YES"
Mayor Fultz "YES"

The motion carried 5-0.

Deputy Mayor Thornhill made a motion to extend the city's manager's contract for one year from 2017 to 2018. Commission Howell seconded the motion.

By Voice Vote:

Deputy Mayor Thornhill "YES"
Commissioner Howell "YES"
Commissioner Lutton "YES"
Deputy Mayor Thornhill "YES"
Mayor Fultz "YES"

The motion carried 5-0.

Deputy Mayor Thornhill made a motion granting the city manager a onetime 3% bonus. Commissioner Lutton seconded the motion.

By Voice Vote:

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

The motion carried 5-0.

The Mayor commented on the success of economic development in the City and praised the city manager, Kathy Bangley, and Kevin Kieft for making that happen. Mr. Fields gave credit to all the other administrative staff as well.

Mr. Fields said it is an honor to serve the Commission and the citizens of Lake Wales. Good things are happening in the City although we still have our problems that we need to address. Through it all, he is hoping for a very long and productive relationship with the City.

Commissioner Lutton said he wanted to make everybody know that when opportunities arise in the EDC, he had been told by them that the city manager, the mayor, and Ms. Bangley are always positively putting their best foot forward in getting the outside entities to come into the city and invest their capital. He said the Mayor could not do it by himself and Ms. Bangley could not do it without the support of the city manager and that is something not always mentioned in the newspaper of community.

The Mayor thanked the Commission for approving the partnership with the Chamber of Commerce to allow them to do the economic development because without Kevin Kieft we would still be behind the eight ball.

DRAFT

He travels all over looking for people that he can entice into coming into this area of the state. People are beginning to listen to him and the negotiating skills of the city manager. Mr. Fields commented that it is not just Kevin Kieft and Ms. Bangley. It takes the entire staff to make this a business friendly community.

The Mayor said because the evaluation scores are going into the media he would like them to know why his evaluation of the city manager probably ranked higher than the others. Although he has been wrongly accused of being his pet puppet, he spends more time with the city manager and sees his professionalism and negotiating skills.

12. CITY MANAGER

Agenda Item 12.I. City Commission Tracking Report

Mr. Fields said the following:

- Family movie night has risen to 45 people in attendance.
- On March 12 the local churches are having a Body of Christ Work Day and the City is assisting with that.
- A Commission workshop will be scheduled probably in conjunction with the planning and zoning board in the next few weeks to discuss a number of planning issues such as the donation boxes and the item mentioned earlier [revisiting the beer and wine ordinance].

Agenda Item 12.II. Other Meetings & Events Calendar

Agenda Item 12.III. Information: Boards, Commissions, and Committees

12. CITY COMMISSION COMMENTS

Commissioner Perez commented on the hotel and said he appreciates how it appears that someone is doing something there instead of it appearing to be an eyesore. Commissioner Lutton commented that we must be patient. The Mayor commented on how he believed the hotel will become the controlling car of the city, like a beacon.

Commissioner Perez complemented city employees for assisting in resolving a customer's problem when he calls them.

13. MAYOR COMMENTS

The meeting was adjourned at 6:52 p.m.

_____

Mayor/Deputy Mayor

ATTEST:

_____

City Clerk Clara VanBlargan, MMC

DRAFT

MEMORANDUM

Date September 19, 2013

TO: Honorable Mayor and City Commission

VIA: Kenneth Fields, City Manager

FROM: Jennifer Nanek, Assistant to the City Manager

RE: Florida Traffic Records Information Systems Grant Application

SYNOPSIS

This grant application requests funding from FDOT in the amount of $65,558.50 for 30 new laptops and a server for Police vehicles in order to improve an e-citation program where citations are submitted electronically.

RECOMMENDATION

Staff recommends approval of a grant application to the Florida Department of Transportation, Florida Traffic Records Information Systems for $65558.50 to fund the purchase of 30 new laptops, a server and related equipment, for police vehicles. Staff also recommends authorizing City Manager Kenneth Fields to sign the application and all relevant grant documents.

BACKGROUND

For Federal Fiscal Year (FFY) 2017, the Florida Department of Transportation (FDOT) is seeking grant proposals which align with priorities established by Florida's Traffic Records Coordinating Committee (TRCC) for improving specific state traffic records systems. To accomplish this vision, the TRCC is committed to maximizing the efficiency and effectiveness of traffic records, data resources, collection, analysis, and reporting.

This grant application seeks to achieve these goals by improving the speed and accuracy of how crash and citation reports are submitted to the Clerk of Courts electronically. This project will improve the data quality of traffic records data. Newer, more up to date, efficient laptops and a server for TraCS will allow for faster and more efficient traffic records. This will allow for records to be completed more quickly, accurately and securely.

OTHER OPTIONS

Do not apply for the grant.

FISCAL IMPACT

Cost of a laptop is approximately $1,100 each, the server is $15,000. Replacement and repair costs will be borne by the city.

ATTACHMENTS
Fiscal Impact Statement
Grant Application

Florida Traffic Safety Information Systems
Federal Fiscal Year 2017
Request for Section 405 Funding

Project Title: Laptops for Police Cars

Agency Name: City of Lake Wales

Person Completing Form:

Name: Jennifer Nanek
Title: Assistant to the City Manager
Agency: City of Lake Wales
Address: 201 W. Central Avenue
City, Zip: Lake Wales 33853
Phone: (863) 678- 4182 Ext. 270
E-mail: jnanek@cityoflakewales.com

Person to Contact Regarding Project:

Name: Joseph VanBlarcom
Title: Lieutenant
Agency: Lake Wales Police Department
Address: 133 E. Tillman Avenue
City, Zip: Lake Wales 33853
Phone: (863) 678 - 4223 Ext. 278
E-mail: jvanblarcom@cityoflakewales.com

Is this concept: ☒ **New?** ☐ **Continuation?** (Select project year)
☐ Year 2 ☐ Year 3 ☐ Other

Section 405 Funding Requested for FY 2017: $65558.50 (amount must match Section 405 Funds Total on detailed budget sheet)

Do you anticipate needing funding for multiple years to complete this project?
☐ Yes. If yes, please provide additional details.
☒ No

Project will impact the following Traffic Records Information Systems: (check all that apply)

☒ Crash ☐ Roadway ☒ Vehicle
☒ Driver ☒ Citation/Adjudication ☐ EMS/Injury Surveillance System

Project will impact the following performance area(s): (check all that apply)

☒ Timeliness ☒ Completeness ☒ Accuracy
☒ Uniformity ☒ Accessibility ☒ Integration

Our goals for Florida's Traffic Safety Information System are as follows:

Goal 1: **Coordination.** Provide ongoing coordination in support of multi-agency initiatives and projects which improve traffic records information systems.
Goal 2: **Data Quality.** Develop and maintain complete, accurate, uniform, and timely traffic records data.
Goal 3: **Integration.** Provide the ability to link traffic records data.
Goal 4: **Accessibility.** Facilitate access to traffic records data.
Goal 5: **Utilization.** Promote the use of traffic records data.

Identify which goal the project will help advance and how it will advance it: (for example, an eCrash/eCitation project to install laptops in a traffic unit would advance Florida's goal for data quality by improving the timeliness and accuracy of crash/citation reports)

This project will improve the data quality of traffic records data. Newer, more up to date, efficient laptops and a server for TraCS will allow for faster and more efficient traffic records. This will allow for records to be completed more quickly, accurately and securely.

Describe the project:
This project will purchase 30 new laptops and a new server.

Benefits of new hardware:

Laptops –
-Improved performance for TraCS the eCrash and eCitation software
-Client hardware compatibility for future eCrash and eCitation software upgrades
-Faster eCrash and eCitation reporting
-On scene reporting will lead to more accurate eCrash and eCitation reports

Server –
-eCrash and eCitation server hardware requirements are barely being met, currently running on outdated hardware.
-Upgrading hardware will allow for future eCrash and eCitation updates and new features to be used
-Improved eCrash and eCitation report submission
-eCrash and eCitation server software performance gains due to new hardware

What software and hardware is involved? (If applicable)
The Hardware involved includes 30 Laptops and a server for TraCS (and other software)

List any partner agencies for the project:
Polk County Sheriffs Office, Polk County Clerk of Courts, Florida State University

List performance measures for the project, including existing benchmarks and future goals: (see NHTSA's Model Performance Measures for State Traffic Records Systems)

Performance Measure	Existing Benchmark	Future Goals
Number of Citations Issued	2090 citations	
Time to issue a citation	9.34 minutes avg.	
Number of errors in issuing Citations and reports	21 found issues	
Additional Features used in issuing Citations and reports		
Time in preparing a report	4.583333 days	

How will the project be evaluated?
The number of citations issued, the time it takes to issue citations, complete reports and the amount of errors will be reviewed to see if this equipment is effective in improving efforts to effectively enforce traffic safety laws.

_____
Authorized Organization Representative – Name and Title (please print)

_____
Authorized Signature (in blue ink)

_____
Date

***Please note that **all law enforcement, EMS and Clerk of Courts** organizations applying for Section 405 funding must also submit the *Request for Section 405 Funding Supplemental Information Request Form*. **Failure to submit this form prior to the proposal deadline will result in disqualification of your proposal.**

Proposed Section 405 Budget

Detailed Budget Request (October 1, 2016 – September 30, 2017)

Category	Section 405 Funds	Other Federal Funds	State/Local Funds (including soft match)	Total Funds
Personnel Costs	$2200.00	$0.00	$0.00	$ 0.00
Contractual Services	$0.00	$0.00	$0.00	$ 0.00
Equipment	$63358.50	$0.00	$0.00	$ 0.00
Expenses	$0.00	$0.00	$0.00	$ 0.00
Operating Capital Outlay	$0.00	$0.00	$0.00	$ 0.00
Indirect Cost	$0.00	$0.00	$0.00	$ 0.00
Total	$ 65558.50	$ 0.00	$ 0.00	$ 0.00

Budget Narrative: (Describe the personnel, contractual, and equipment costs included in the budget request. List other funding sources for the project, including soft matches)
These funds will be used to purchase 30 laptops with a 3 year extended warranty for each patrol car at $1100 each, 30 Gold Keys for each unit at $79.95 each, a new server at $15,000, Verizon Mi-fi units. These funds will cover the personnel costs to install each laptop and the server which total $2200. These laptops, equipment & server will allow our TraCS software function much faster and with greater efficiency and allow for additional features to be used.

Equipment Narrative (Required for Law enforcement agencies and EMS; Clerks of Court if applicable): (Provide a breakdown of proposed equipment costs (type of equipment, make, model, unit cost, quantity, total cost) as well as justification for items/quantities listed. This information will be used in the event the Florida TRCC Executive Board is able to provide partial funding for a portion of the units proposed)

Type of Equipment: List the type of equipment proposed (add additional items as necessary)	**Make**	**Model**	**Unit Costs:** List the price and source(s) of the price identified	**Quantity**	**Total Cost**	**Justification:** State why the items and quantities listed are necessary components of this project and how the item(s) listed will further enhance traffic records in Florida
Laptops/ notebooks/ tablets/PCs	HP	Probook 650	$1100.00	30	$ 33,000.00	30 laptops are requested for 30 police cars. These laptops will allow for Improved performance for TraCS, eCrash and eCitation software
Server	HP	DL380	$15,000.00	1	$ 15,000.00	A new server will allow for futureTraCS eCrash and eCitation updates and new features to be used
GoldKey	GoldKey	GK-011A	$79.95	30	$2,398.50	Required device that pairs with the laptops for added security.
Mi-fi Units - 1yr	Verizon		$432.00	30	$ 12,960.00	For internet access on the laptops
			$0.00	0	$ 0.00	
Total	N/A	N/A	$24,527.00	91	$ 63,358.50	N/A

Florida Traffic Safety Information Systems
Federal Fiscal Year 2017
Request for Section 405 Funding
Supplemental Information Request Form

INSTRUCTIONS

Law enforcement agencies, EMS, and Clerks of Court offices, please complete the section of this form that is pertinent to your organization. All fields in the applicable section MUST be completed; failure to provide a response could result in disqualification of your proposal.

LAW ENFORCEMENT AGENCIES

Project Title: Laptops for Police Cars

Agency Name: Lake Wales Police Department

Provide the total number of crashes reported by your agency in 2015: 563

Provide the total number of citations reported by your agency in 2015: 2090

Is your agency currently submitting crashes electronically? ☒ **Yes** ☐ **No**

If yes, how many crash reports were submitted electronically in 2015: 563

Is your agency currently submitting citations electronically? ☒ **Yes** ☐ **No**

If yes, how many citation reports were submitted electronically in 2015: 91

Does your local Clerk of Court office accept electronic citations? ☒ **Yes** ☐ **No**

If yes, how many citations were submitted electronically in 2015: 1881
If no, does your clerk of court office accept electronic citations? ☐ **Yes** ☐ **No**
☐ **Not sure**

If awarded Section 405 funding, do you anticipate your electronic submissions to increase? ☒ **Yes** ☐ **No**

If yes, please provide estimated increase: Our goal is 99% electronic submission, an increase over the current 90%
If no, please provide a reason why:

Do you have an executed contract agreement with an eCrash vendor? ☒ **Yes** ☐ **No**
If yes, vendor name: TRACS

Do you have an executed contract agreement with an eCitation vendor? ☒ **Yes** ☐ **No**

If yes, vendor name: E-Cite

If requesting grant funding for equipment, check the appropriate box: (Note: If equipment is outdated and cannot be upgraded to allow electronic submission, please check the "New equipment" box)

☒ New equipment ☒ Replacement equipment

If awarded Section 405 funding to purchase equipment, who will use the equipment? Our patrol officers, detectives, specialty and

Number of patrol officers issued with a laptop: 20

Number of traffic officers issued with a laptop: 0

Average number of officer units in service each day: 18-23

<u>EMS AGENCIES</u>

Project Title:

Organizations Name:

Legal Status of Applicant Organization (check one):

☐ Private Not for Profit ☐ Private for Profit ☐ City/Municipality/Town/Village
☐ County ☐ State ☐ Other (specify)

EMS License Number:

Type: ☐ Transport ☐ Non-transport ☐ Both

Number of permitted vehicles by type:

BLS ALS Transport ALS non-transport

Type of service (check one):

☐ Rescue ☐ Fire ☐ Third service (county/city govt, nonfire)
☐ Air ambulance ☐ Fixed wing ☐ Roto-wing
☐ Both fixed and roto wing ☐ Other (specify)

Yearly EMS call volume:

Population density of area served and year determined

EMSTARS participant? ☐ **Yes** ☐ **No**

EMSTARS committed with target submission date: ☐ **Yes** ☐ **No**

Target Date:

How many run reports did your agency submit to EMSTARS in 2015?

When does your agency plan to submit run reports that are NEMSIS 3.X compliant?

Do you have access to an Information Technology System Administrator?

☐ **Yes** ☐ **No**

If yes, describe system administrator or Electronic Patient Care Reporting Administrator:

If awarded Section 405 funding, do you anticipate your electronic submissions to increase? ☐ **Yes** ☐ **No**

If yes, please provide estimated increase:

If requesting grant funding for equipment, check the appropriate box: (Note: If equipment is outdated and cannot be upgraded to allow electronic submission, please check the "New equipment" box)

☐ New equipment ☐ Replacement equipment

If awarded Section 405 funding to purchase equipment, who will use the equipment?

CLERKS OF COURT OFFICES

Project Title:

Organizations Name:

Provide the total number of citations accepted by your court in 2015:

Does your Clerk of Court office accept electronic citations from law enforcement agencies? ☐ **Yes** ☐ **No**

If yes, how many citations were submitted electronically in 2015:

If awarded Section 405 funding, do you anticipate electronic submissions from law enforcement agencies to increase? ☐ **Yes** ☐ **No**

If yes, please provide estimated increase:

STATEMENT OF FISCAL IMPACT
Florida Department of Transportation
Florida Traffic Safety Information System
(Section 405 Funding-Laptops & New Servers)

PREPARED BY

CITY OF LAKE WALES
FINANCE DEPARTMENT

Nature of Statement and Information Disclosed

This is a statement of fiscal impact for the grant 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 grant, using certain assumptions as indicated herein. No attempt is made to evaluate the Grant Application 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:

- **Grant Application**
- **Agenda Memo**

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 grant.

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 Revenue
The grant application amount is not to exceed $65,558.50.

Impacts on Expenditures
Estimated costs relating to capital and operating costs for police car printers:

					FY 2016'17
Capital Costs:					
Laptops	$	1,100	x	30	33,000.00
Servers	$	15,000	x	1	15,000.00
					48,000.00
Operating Costs:					
GoldKey	$	79.95	x	30	2,398.50
1515Mi-fi units- 1yr	$	432	x	30	12,960.00
Personnel Costs	$	2,200			2,200.00
Total					17,558.50
Total Capital & Operating					**65,558.50**
Grant Funding					(65,558.50)
City Funding					-

Any cost overruns relating to capital costs or operating costs in excess of $65,558.50 would be borne entirely by the General Fund.

Future Fiscal Impacts

Impacts on Revenue
No net future revenue impact is expected from accepting the grant.

Impacts on Expenditures
The costs of supplies, repairs and maintenance would continue in future years. Any cost overruns or decisions to replace equipment would be borne entirely by the General Fund; however, the equipment could be scaled in scope to fit within possible future funding constraints.

Other Future Commitments
The City would be able to scale in scope future equipment based on funding constraints.

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

Vanessa Revelo
Accountant III

City of Lake Wales

MEMORANDUM

March 15, 2016

TO: Honorable Mayor and City Commissioners

VIA: Kenneth Fields. Otte, City Manager

FROM: Dorothy Ecklund, Finance Director

RE: Resolution 2016-07, Financial Advisory Service Agreement with Public Financial Management, Inc.

SYNOPSIS: *The City Commission will consider approving Resolution 2016-07, Financial Advisory Service Agreement with Public Financial Management, Inc.*

STAFF RECOMMENDATION:

1. Approve Resolution 2016-07, authorizing an agreement between the City of Lake Wales and Public Financial Management, Inc. for financial advisory services.

2. Authorize the City Manager to execute the agreement.

BACKGROUND:

On January 14, 2016, the City issued a request for proposal for financial advisory services (RFP#16-406). Two companies, Public Financial Management, Inc. and FirstSouthwest, submitted proposals. A selection committee selected Public Financial Management, Inc. for recommendation to provide financial advisory services to the City.

The attached financial advisory agreement is for a three (3) year term with the option to renew for two (2) additional one year periods, unless canceled in writing by either party upon thirty (30) days written notice to the other party.

PFM shall provide, upon request of the Client, services related to financial planning, budget and strategic advice and planning, policy development and services related to debt issuance.

FISCAL IMPACT:

For services related to financial planning, policy development and financial analysis, PFM shall receive hourly rates as listed below. Fees for support staff are included in the hourly rates for professionals. Services will be billed monthly.

Experience Level	Hourly Rate
Managing Director	$190
Director	$190
Senior Managing Consultant	$190
Senior Analyst	$180

Analyst	$180
Administrative	$125

For services related to the issuance of For General Obligation Bonds, Revenue Bonds and Taxable Bonds , PFM will be paid

Bond Size	**Incremental Fee per $1,000**
Up to 20,000,000	$0.95
20,000,001 to 40,000,000	$0.80
Over 40,000,001	$0.65

Minimum $17,500

For services related to the issuance of Bank Loans or LOC

Minimum fee for bank loan or LOC	$15,000
Maximum fee for bank loan or LOC	$30,000

Reimbursable Expenses

In addition to fees for services, PFM will be reimbursed the lesser amount of not to exceed $750 per issue, or actual costs for necessary, reasonable, and documented out-of-pocket expenses incurred, including travel, meals, lodging, telephone, mail, and other ordinary cost and any actual extraordinary cost for graphics, printing, data processing and computer time which are incurred by PFM. Appropriate documentation will be provided.

Special Services

Special Services will be subject to separate, mutually acceptable fee structures.

ATTACHMENT:

Resolution 2016-07
Financial Advisory Services Agreement
Proposal Ranking Tabulation

Note: Copies of the proposals received from Public Financial Management, Inc. and FistSouthwest are available within the City Clerk's Office.

RESOLUTION 2016-07

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE ON BEHALF OF THE CITY AN AGREEMENT BETWEEN THE CITY OF LAKE WALES AND PUBLIC FINANCIAL MANAGEMENT, INC. FOR FINANCIAL ADVISORY SERVICES.

WHEREAS, the City of Lake Wales seeks financial advisory services relating to financial planning, budget and strategic advice and planning, policy development and services relating to debt issuance.

NOW, THEREFORE, BE IT RESOLVED by the City Commission of Lake Wales, that:

1. The City Commission approves entering into an Agreement for Financial Advisory Services with Public Financial Management, Inc. This agreement shall be for a three (3) year term with the option to renew for two (2) additional one year periods, unless canceled in writing by either party upon thirty (30) days written notice to the other party.

2. The City Manager is hereby authorized to execute the above referenced Agreement on behalf of the City of Lake Wales.

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

_____

Mayor/Commissioner, City of Lake Wales

ATTEST:

_____

City Clerk Clara VanBlargan, MMC

PUBLIC FINANCIAL MANAGEMENT, INC.

AGREEMENT FOR FINANCIAL ADVISORY SERVICES

This agreement, made and entered into this ___ day of _____, 2016 by and between the City of Lake Wales ("Client") and Public Financial Management, Inc., (hereinafter called the "Financial Advisor" or "PFM") sets forth the terms and conditions under which the Financial Advisor shall provide services.

WHEREAS, Client is desirous of obtaining the services of a financial advisor to develop and assist in implementing Client's strategies to meet its current and long-term operations, financial obligations, capital financing needs and render assistance in respect to debt transactions; and

WHEREAS, PFM is capable of providing the necessary financial advisory services.

NOW, THEREFORE, in consideration of the above mentioned premises and intending to be legally bound hereby, Client and PFM agree as follows:

I. SCOPE OF SERVICES

PFM shall provide, upon request of the Client services related to financial planning, budget and strategic advice and planning, policy development and services related to debt issuance, examples of which, not intended to be exclusive, are set forth in Exhibit A to this Agreement.

II. WORK SCHEDULE

The services of the Financial Advisor are to commence as soon as practicable after the execution of this Agreement and a request by the Client for such service.

Services which are not related to a particular transaction shall be completed as agreed between the Client and the Financial Advisor.

III. FINANCIAL ADVISORY COMPENSATION

For the services described, PFM's professional fees and expenses shall be paid as follows:

1. For services related to financial planning, policy development and financial analysis, PFM shall receive hourly rates as listed below. Fees for support staff are included in the hourly rates for professionals. Services will be billed monthly.

Experience Level Hourly Rate

Managing Director	$190.00
Director	$190.00
Senior Managing Consultant	$190.00
Senior Analyst	$180.00
Analyst	$180.00
Administrative	$125.00

2. For services related to the issuance of For General Obligation Bonds, Revenue Bonds and Taxable Bonds , PFM will be paid

Bond Size	**Incremental Fee per $1,000**
Up to 20,000,000	$0.95
20,000,001 to 40,000,000	$0.80
Over 40,000,001	$0.65

Minimum $17,500.00

For services related to the issuance of Bank Loans or LOC

Minimum fee for bank loan or LOC	$15,000.00
Maximum fee for bank loan or LOC	$30,000.00

Reimbursable Expenses

In addition to fees for services, PFM will be reimbursed the lesser amount of not to exceed $750 per issue, or actual costs for necessary, reasonable, and documented out-of-pocket expenses incurred, including travel, meals, lodging, telephone, mail, and other ordinary cost and any actual extraordinary cost for graphics, printing, data processing and computer time which are incurred by PFM. Appropriate documentation will be provided.

Special Services

Special Services described in Exhibit A will be subject to separate, mutually acceptable fee structures.

IV. TERMS AND TERMINATION

This agreement shall be for a three (3) year term with the option to renew for two (2) additional one year periods, unless canceled in writing by either party upon thirty (30) days written notice to the other party.

V. ANNUAL APPROPRIATIONS

"The performance of Client and its obligation to pay under this contract is contingent upon annual appropriation by the City Commission of Lake Wales."

VI. NON-ASSIGNABILITY

PFM shall not assign any interest in this Agreement or subcontract any of the work performed under the Agreement without the prior written consent of the Client.

VII. INFORMATION TO BE FURNISHED TO THE FINANCIAL ADVISOR

All information, data, reports, and records in the possession of the Client necessary for carrying out the work to be performed under this Agreement shall be furnished to the Financial Advisor and the Client shall cooperate with the Financial Advisor in all reasonable ways.

VIII. NOTICES

All notices given under this Agreement shall be in writing, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended, at the designated below. The parties designate the following as the respective places for giving notice, to-wit:

CITY OF LAKE WALES
Attention: Dorothy Ecklund
PO Box 1320
Lake Wales, Florida 33853

PUBLIC FINANCIAL MANAGEMENT, INC.
300 South Orange Avenue
Suite 1170
Orlando, Florida 32801
Attention: David M. Moore, Managing Director

VIIIX. TITLE TRANSFER

All materials, except functioning or dynamic financial models, prepared by PFM pursuant exclusively to this Agreement shall be the property of the Client. Subject to the exception described above, upon termination of this Agreement, Financial Advisor shall deliver to the Client copies of any and all material pertaining to this Agreement.

IX. FINANCIAL ADVISOR'S REPRESENTATIVES

1. Assignment of Named Individuals

The professional employees of PFM set forth in Exhibit B shall provide the services set forth in this Agreement: PFM shall, from time to time, amend team members:

2. Changes in Staff Requested by the Client

The Client has the right to request, for any reason, PFM to replace any member of the advisory staff. Should the Client make such a request, PFM shall promptly suggest a substitute for approval by the Client.

XI. INSURANCE

PFM shall maintain insurance coverage with policy limits not less than as stated in Exhibit C.

XII. INDEPENDENT CONTRACTOR

The Financial Advisor, its employees, officers and representatives at all times shall be independent contractors and shall not be deemed to be employees, agents, partners, servants and/or joint venturers of Client by virtue of this Agreement or any actions or services rendered under this Agreement.

XIII. ENTIRE AGREEMENT

This Agreement represents the entire agreement between Client and PFM and may not be amended or modified except in writing signed by both parties.

IN WITNESS THEREOF, the Client and PFM have executed this Agreement as of the day and year herein above written.

ATTEST: CITY OF LAKE WALES

By:_____
Name, Title

Date:_____

ATTEST: **PUBLIC FINANCIAL MANAGEMENT, INC.**

By:_____
David M. Moore, Managing Director

Date:_____

EXHIBIT A

1. Services related to the Financial Planning and Policy Development upon request of the Client:

   - Assist the Client in the formulation of Financial and Debt Policies and Administrative Procedures.

   - Review current debt structure, identifying strengths and weaknesses of structure so that future debt issues can be designed to maximize ability to finance future capital needs. This will include, but not be limited to, reviewing existing debt for the possibility of refunding that debt to provide the Client with savings.

   - Analyze future debt capacity to determine the Client's ability to raise future debt capital.

   - Assist the Client in the development of the Client's Capital Improvement program by identifying sources of capital funding for infrastructure needs.

   - Assist the Client with the development of the Client's financial planning efforts and process by assessing capital needs, identifying potential revenue sources, analyze financing alternatives such as pay-as-you-go, lease/purchasing, short-term vs. long-term financings, assessments, user fees, impact fees, developer contributions, public/private projects, and grants and provide analysis of each alternative as required as to the budgetary and financial impact.

   - Review the reports of accountants, independent engineers and other project feasibility consultants to ensure that such studies adequately address technical, economic, and financial risk factors affecting the marketability of any proposed revenue debt issues; provide bond market assumptions necessary for financial projections included in these studies; attend all relevant working sessions regarding the preparations, review and completion of such independent studies; and provide written comments and recommendations regarding assumptions, analytic methods, and conclusions contained therein.

   - Develop, manage and maintain computer models for long-term capital planning which provide for inputs regarding levels of ad valorem and non-ad valorem taxation, growth rates by operating revenue and expenditure item, timing, magnitude and cost of debt issuance, and project operating and capital balances, selected

operating and debt ratios and other financial performance measures as may be determined by the Client.

- Conduct limited strategic modeling and planning and related consulting.
- Attend meetings with Client’s staff, consultants and other professionals and the Client.
- Review underwriter's proposals and submit a written analysis of same to the Client.
- Undertake any and all other financial planning and policy development assignments made by the Client regarding bond and other financings, and financial policy including budget, tax, cash management issues and related fiscal policy and programs.
- Assist the Client in preparing financial presentations for public hearings and/ or referendums.
- Provide special financial services as requested by the Client.

2. Services Related to Debt Transactions (Includes short term financings, notes, loans, letters of credit, line of credit and bonds). Upon the request of the Client:

- Analyze financial and economic factors to determine if the issuance of bonds is appropriate.
- Develop a financing plan in concert with Client's staff which would include recommendations as to the timing and number of series of bonds to be issued.
- Assist the Client by recommending the best method of sale, either as a negotiated sale, private placement or a public sale. In a public sale, make recommendation as to the determination of the best bid. In the event of a negotiated sale, assist in the solicitation, review and evaluation of any investment banking proposals, and provide advice and information necessary to aid in such selection.
- Advise as to the various financing alternatives available to the Client.
- Develop alternatives related to debt transaction including evaluation of revenues available, maturity schedule and cash flow requirements.

- Evaluate benefits of bond insurance and/or security insurance for debt reserve fund.
- If appropriate, develop credit rating presentation and coordinate with the Client the overall presentation to rating agencies.
- Assist the Client in the procurement of other services relating to debt issuance such as printing, paying agent, registrar, etc.
- Identify key bond covenant features and advise as to the financial consequences of provisions to be included in bond resolutions regarding security, creation of reserve funds, flow of funds, redemption provisions, additional parity debt tests, etc.; review and comment on successive drafts of bond resolutions.
- Review the requirements and submit analysis to bond insurers, rating agencies and other professionals as they pertain to the Client's obligation.
- Review the terms, conditions and structure of any proposed debt offering undertaken by the Client and provide suggestions, modifications and enhancements where appropriate and necessary to reflect the constraints or current financial policy and fiscal capability.
- Coordinate with Client's staff and other advisors as respects the furnishing of data for offering documents, it being specifically understood that Financial Advisor is not responsible for the inclusion or omission of any material in published offering documents.
- Provide regular updates of tax-exempt bond market conditions and advise the Client as to the most advantageous timing for issuing its debt.
- Advise the Client on the condition of the bond market at the time of sale, including volume, timing considerations, competing offerings, and general economic considerations.
- Assist and advise the Client in negotiations with investment banking groups regarding fees, pricing of the bonds and final terms of any security offering, and make in writing definitive recommendations regarding a proposed offering to obtain the most favorable financial terms based on existing market conditions.
- Arrange for the closing of the transaction including, but not limited, to bond printing, signing and final delivery of the bonds.

If the transaction is competitive, the services of the financial advisor will be modified to reflect that process.

3. Special Services. Upon request of the Client and subject to separate, mutually acceptable fee structures:

PFM or its affiliates may provide other services which shall include, but not be limited to, the following:

a. Impact fee financial analysis
b. Grantsmanship
c. Rate analysis
d. Management analysis
e. Referendum assistance
f. Legislative initiatives
g. Project assessment analysis
h. Implementation of revenue enhancement programs
i. Arbitrage and rebate services
j. Financial analysis of projects being developed by engineer/ architect / specialized consultant studies
k. Negotiate on behalf of the Client for proposed projects
l. Services for acquisition of Private Utility
m. Public-Private Partnership advisory services
n. Investment of bond proceeds, including escrow structuring and procurement
o. Arbitrage rebate and post-issuance compliance
p. Interest rate swap advisory services
q. Management and Budget Consulting services, including:
    - Multi-year Plan - Provide general analytical support as needed for annual budgetary development, multi-year financial planning, and other various policy initiatives as requested by the Client;
    - Collective Bargaining Support - Provide quantitative and analytical support for the Client in collective bargaining through such services as the development of costing models for compensation scenarios, development of workforce cost containment strategies, and delivery of expert testimony in employee interest arbitration proceedings;
    - Revenue Enhancement - Assist the Client in evaluating the fiscal and policy impacts of revenue enhancement options such as tax policy reforms and non-tax revenue adjustments;
    - Economic Development - Assist the Client in evaluating transportation, infrastructure, and general economic development financing options in support of the Client's goals;

- Cash Flows - Review cash flow projections produced by the Client, and, as necessary, suggest and support improvements to the Client's cash flow model; and
- Performance Enhancement - Deliver additional strategic management consulting services as may be requested by the Client in areas related to fiscal improvement, management/productivity reforms, and governmental performance. Such services may include, without limitation, assisting the Client with the development of analyses and narrative with regard to overall strategy and assumptions, revenue forecasts, and/or expenditure reduction initiatives. Such support may include quantitative analysis, identification of best practices, and/or technical review and quality assurance.

EXHIBIT B

Professional Employees
David M. Moore, Managing Director
Marissa Wortman, Senior Managing Consultant
Nicklas Rocca, Senior Management Consultant
Natalie Newland, Analyst
Tyler Calderone, Analyst
Todd Fraizer, CFA, Managing Director

EXHIBIT C

Insurance Statement

Public Financial Management, Inc. ("PFM") has a complete insurance program, including property, casualty, comprehensive general liability, automobile liability and workers compensation. PFM maintains professional liability and fidelity bond coverages which total $25 million and $10 million, respectively. PFM also carries a $10 million cyber liability policy.

Our Professional Liability policy is a "claims made" policy and our General Liability policy claims would be made by occurrence.

Deductibles/SIR:
Automobile $250 comprehensive & $500 collision
Cyber Liability $50,000
General Liability $0
Professional Liability (E&O) $1,000,000
Financial Institution Bond $75,000

Insurance Company & AM Best Rating

Professional Liability (E&O)	Endurance American Specialty Insurance; (A:XV)
	XL Specialty Insurance Company; (A:XV)
	Continental Casualty Company; (A:XV)
	Starr Indemnity & Liability Company; (A:XIV)
Financial Institution Bond	Federal Insurance Company; (A++/XV)
Cyber Liability	Indian Harbor Insurance Company (A)
General Liability	Great Northern Insurance Company; (A++/XV)
Automobile Liability	Federal Insurance Company; (A++/XV)
Excess /Umbrella Liability	Federal Insurance Company; (A++/XV)
Workers Compensation & Employers Liability	Great Northern Insurance Company; (A++/XV)

Service to be ranked:
Financial Advisor

PROPOSAL RANKING TABULATION

Name of Community:	**CITY OF LAKE WALES, POLK COUNTY, FLORIDA**

Firm A:	Public Financial Management Inc.
Firm B:	FirstSouthwest A Division of Hilltop Securities
Firm C:	
Firm D:	
Firm E:	
Firm F:	
Firm G:	
Firm H:	

	EVALUATOR	SIGNATURE	A	B	C	D	E	F	G	H
	Dorothy Ecklund	D Ecklund	100	90						
1.	Leslie Hernandez	L Hernandez	100	90						
2.	Sarah Kirkland	Sarah Kirkland	100	90						
3.										
4.										
5.	0									
6.	TOTAL		300	270						

The 1st Ranked Firm is:	**Public Financial Management, Inc.**
The 2nd Ranked Firm is:	**FirstSouthwest A Division of Hilltop Securities**
The 3rd Ranked Firm is:	

Rankings tabulated by: D Ecklund Date: 2/24/16

Service to be ranked:
Financial Advisor Services

CONSULTANT SERVICES PROPOSAL RANKING SUMMARY

Name of Community:	**CITY OF LAKE WALES, POLK COUNTY, FLORIDA**
Name of Person Ranking Firms:	**Dorothy Ecklund**

Firm A:	Public Financial Management, Inc.
Firm B:	FirstSouthwest A Division of Hilltop Securities
Firm C:	
Firm D:	
Firm E:	
Firm F:	
Firm G:	
Firm H:	

	EVALUATION FACTORS	POSSIBLE POINTS	A	B	C	D	E	F	G	H
1.	Experience and Qualification of Firm	25	25	25						
2.	Adequate Tech. Support	25	25	25						
3.	Experience with Cities similar to Lake Wales	25	25	25						
4.	Overall Impressin of Firm/Proposal	10	10	10						
	Fees	15	15	5						
	TOTAL	100	100	90						

The First Ranked Firm is:	~~The~~ Public Financial Management Inc.
The Second Ranked Firm is:	First Southwest a division of Hilltop Securities
The Third Ranked Firm is:	

Proposal Ranked by: Dorothy Ecklund

Signature: D Ecklund

Service to be ranked:
Financial Advisor Services

CONSULTANT SERVICES PROPOSAL RANKING SUMMARY

Name of Community:	**CITY OF LAKE WALES, POLK COUNTY, FLORIDA**
Name of Person Ranking Firms:	**Sarah Kirkland**

Firm A:	Public Financial Management Inc.
Firm B:	FirstSouthwest A Division of Hilltop Securities
Firm C:	
Firm D:	
Firm E:	
Firm F:	
Firm G:	
Firm H:	

	EVALUATION FACTORS	POSSIBLE POINTS	A	B	C	D	E	F	G	H
1.	Experience and Qualification of Firm	25	25	25						
2.	Adequate Tech. Support	25	25	25						
3.	Experience with Cities similar to Lake Wales	25	25	20						
4.	Overall Impressin of Firm/Proposal	10	10	10						
	Fees	15	15	10						
	TOTAL	100	100	90						

The First Ranked Firm is:	Public Financial Management Inc
The Second Ranked Firm is:	First Southwest A Division of Hilltop Securities
The Third Ranked Firm is:	

Proposal Ranked by: SARAH Kirkland

Signature: Sarah Kirkland

Service to be ranked:
Financial Advisor Services

CONSULTANT SERVICES PROPOSAL RANKING SUMMARY

Name of Community:	**CITY OF LAKE WALES, POLK COUNTY, FLORIDA**
Name of Person Ranking Firms:	**Leslie Hernandez**

Firm A:	Public Financial Management, Inc.
Firm B:	FirstSouthwest A Division of Hilltop Securities
Firm C:	
Firm D:	
Firm E:	
Firm F:	
Firm G:	
Firm H:	

	EVALUATION FACTORS	POSSIBLE POINTS	A	B	C	D	E	F	G	H
1.	Experience and Qualification of Firm	25	25	25						
2.	Adequate Tech. Support	25	25	25						
3.	Experience with Cities similar to Lake Wales	25	25	25						
4.	Overall Impressin of Firm/Proposal	10	10	10						
	Fees	15	15	5						
	TOTAL	100	100	90						

The First Ranked Firm is:	
The Second Ranked Firm is:	Public Financial Management Inc.
The Third Ranked Firm is:	FirstSouthwest A Division of Hilltop Securities

Proposal Ranked by: Leslie Hernandez

Signature: Leslie Hernandez

MEMORANDUM

March 7, 2016

TO: Honorable Mayor and City Commissioners

VIA: Kenneth Fields, City Manager

FROM: Kathy Bangley, Director of Planning and Development

RE: Second Extension of Time – Approval of Preliminary PDP Plan
Leoma's Landing – North Side of Chalet Suzanne Road

SYNOPSIS

This project is not ready to move towards construction. Metro Development Group, developer, is seeking an extension to the PDP approval as required by code.

RECOMMENDATION

Approval of an additional one-year extension of time on the preliminary planned development project (PDP) plan approval for Leoma's Landing, as shown on the plan titled Leoma's Landing PDP Modification, dated 7/15/2014, and first extended on June 16, 2015 by a unanimous vote by Commission. The Developer is asking for this extension to commence upon expiration of the previous one.

BACKGROUND

Metro Development Group has requested a one-year extension on the referenced project, originally approved by City Commission May 20, 2014. An extension was requested by the developer due to market conditions on May 17, 2015 and was granted by Commission June 16, 2015. The first extension will expire one year from the date of approval. According to the developer's letter of request, current market conditions are still unfavorable.

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 Metro Development Group wishes to proceed with the project, a new PDP plan approval would be required.

ATTACHMENTS

Letter of Request – First Extension
Letter of Request – Second Extension
Leoma's Landing Preliminary Site Plan. Date received July 18, 2014, JSK Consulting
Conditions of approval for Leoma's Landing

LEOMAS LANDING, LLC

May 17, 2015

Kathy Bangley, Assistant Director
Department of Planning and Development
City of Lake Wales
201 Central Avenue W.
Lake Wales, FL 33859-1320

Re: Leoma's Landing PDP Extension Request

Dear Kathy:

Given current market conditions I respectfully request a one-year extension of our Leoma's Landing preliminary PDP approval that was approved by the City Commission on May 20, 2014. Also, enclosed with this request is a check for the extension fee amount of $194.00. The City Commission's consideration to grant my request will be greatly appreciated.

Please feel free to contact me if you have any questions or require additional information.

Sincerely,

Michael S. Lawson

RECEIVED MAY 29 2015

2502 N. Rocky Point Drive, Suite 1050 • Tampa, FL 33607
Phone: 813.288.8078 • Fax: 813.288.8178

JSK CONSULTING
Engineers, Land Planners and Construction Managers
5904 Hillside Heights Drive • Lakeland, FL 33812
Phone: (863) 619-6131 Facsimile: (863) 619-6103
www.jsk-consulting.com

December 29, 2015

RECEIVED JAN 0 4 2016

Ms. Kathy Bangley
Director of Planning & Development
City of Lake Wales
201 Central Avenue W.
Lake Wales, Florida 33859

Re: Leoma's Landing PDP Extension Request

Dear Ms. Bangley:

Due to current market conditions, our client, Metro Development Group, respectfully requests an extension of the Leoma's Landing preliminary PDP approval that was granted by the City Commission on May 20, 2014, and will expire in June of 2016. Our client requests an extension of one year from the current expiration to June 2017. We have enclosed a check for the extension fee amount of $198.67. The City Commission's consideration to grant this request would be greatly appreciated.

Please feel free to contact our office if you have any questions or need additional information.

Thank you,

Kelsey Hull

Kelsey Hull
Project Development Specialist

RECEIVED JAN 0 4 2016

1" = 150'

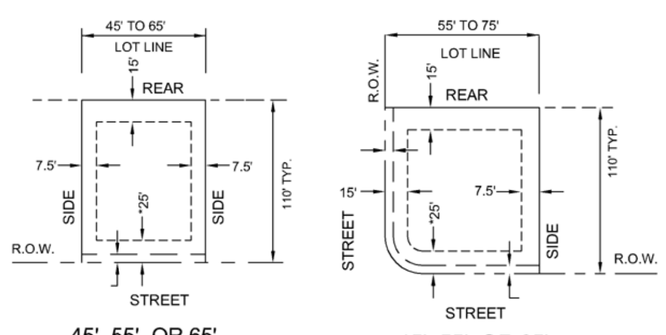
OPEN SPACE CALCUATIONS

ITEM :	PROVIDED (Ac.)
*ACTIVE RECREATION TRAIL	2.9
STORMWATER MANAGEMENT	12.9
WETLANDS AND SURFACE WATERS	8.2
*NEIGHBORHOOD PARKS	5.1
MISC GREEN SPACES	10.3
**TOTAL OPEN SPACE	39.4 Ac.

*DENOTES ACTIVE RECREATION/PARKS MEETING 23-310
** TOTAL OPEN SPACE IS 42% OF PROJECT AREA
*** TOTAL AREAS GIVEN ARE AFTER R/W DONATION
NORTH R/W DONATION TRAC IS 0.46 AC.
TOTAL PROJECT AREA AFTER R/W DONATION = 93.27

RECREATION & PARKS

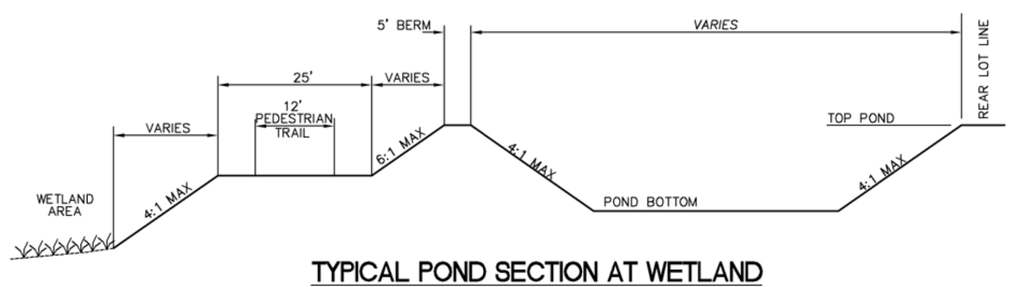
ITEM :	STANDARDS	PROVIDED
SINGLE FAMILY AREA NEIGHBORHOOD PARKS	1.75 Acres/400 Units =1.2 Acres (Min)	
COMPENSATORY OPEN SPACE	3.90 Acres	
TOTAL PARKS	5.1 Ac.	8.0 Ac.



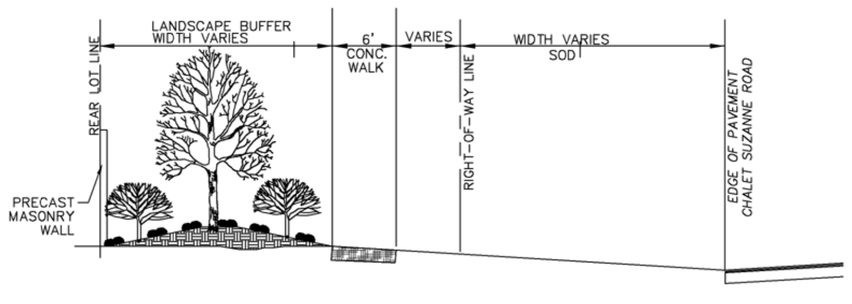
45', 55', OR 65' WIDE LOT
N.T.S.
MIN. LOT SIZE = 4,950 SF
*MIN. FRONT YARD SETBACK SHALL BE 15 FEET, INCLUDING ON THE SECOND FRONTAGE ON CORNER LOTS; PROVIDED THAT THE FRONT SETBACK OF THE GARAGE IS 25 FEET TO ACCOMMODATE THE REQUIRED RESIDENTIAL DRIVEWAY LENGTH.

45', 55', OR 65' WIDE CORNER LOT
N.T.S.

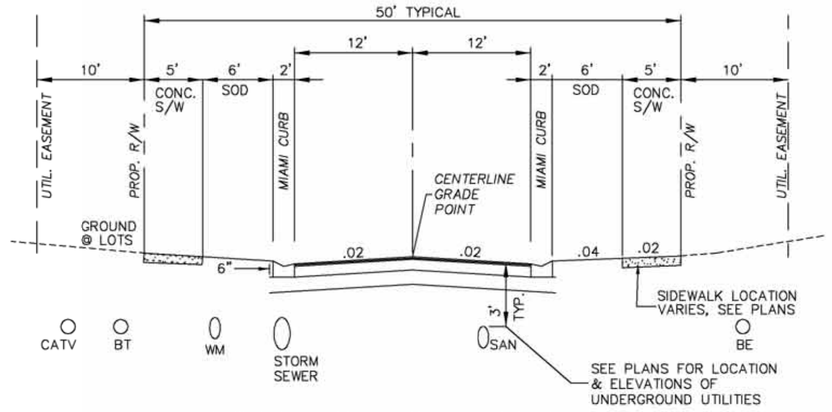
TYPICAL SINGLE FAMILY LOTS



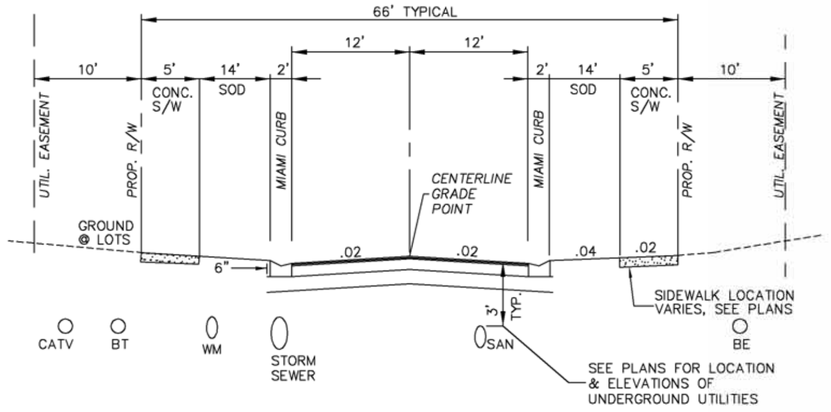
TYPICAL POND SECTION AT WETLAND



TYPICAL LANDSCAPE BUFFER SECTION



TYPICAL INTERIOR ROAD SECTION



TYPICAL GREENWAY BLVD. SECTION

LOT COUNT

45' LOTS	=	82
55' LOTS	=	103
65' LOTS	=	94
TOTAL LOTS	=	279

LOT LEGEND

45' LOTS	=	1A
55' LOTS	=	1B
65' LOTS	=	1C

PARK AREAS

A	=	2.1 AC.
B	=	0.4 AC.
C	=	0.4 AC.
D	=	0.3 AC.
E	=	0.4 AC.
F	=	0.4 AC.
G	=	1.1 AC.

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	Jun 02, 2015
CHECKED BY:	MJ	JOB NO.	1220.02

NO.	DATE	DESCRIPTION
1		
2		
3		
4		
5		
6		

METRO DEVELOPMENT GROUP

Engineers, Land Planners Construction Managers
464 West Pipkin Road, Suite # 2
Lakeland, Florida 33815
Phone (863) 619-0313
Fax (863) 619-6315
Certificate of Authorization No. 26932
www.jsk-consulting.com
JSK CONSULTING
CREATING • IMPLEMENTING • SOLVING

LEOMA'S LANDING PDP MODIFICATION

OVERALL PRELIMINARY SITE PLAN

DO NOT ACCEPT WITHOUT ORIGINAL SIGNATURE AND RAISED SEAL

NOT FOR CONSTRUCTION

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

DATE

SHEET NUMBER
C100

P:\1220.02 - Leoma's Metro\DRAWINGS\ENGINEERING\Exhibits\1220.02_PDP_Plan.dwg
Tuesday, June 02, 2015 3:09:56 PM

CONDITIONS OF APPROVAL

Leoma's Landing PDP and Subdivision
Lake Wales City Commission Meeting May 20, 2014

Note: The conditions refer to the March 14, 2014 plans reviewed by the Planning Board and not to the May 14th plans presented at the City Commission meeting because the later plans were incomplete, having no lot dimensions shown.

At its regular meeting May 20, 2014, the City Commission voted unanimously to approve a preliminary Planned Development Project (PDP) and Subdivision Plan for Leoma's Landing (JSK Consulting for Metro Development Group, dated March 14, 2014), a 281-lot single-family residential development, with waivers and conditions but without the revisions to the layout recommended by the Planning & Zoning Board.

The motion voted upon was that the plan is approved as proposed without modification of the layout, with a limit of 33 lots with area of 4,950 square feet, with a requirement for 12 additional visitor parking spaces, and with a limit of 55% impervious lot coverage for the referenced 33 lots, and a limit of 50% impervious lot coverage for all other lots.

Based on the motion and with reference to the plan dated March 14, 2014 (reviewed by the Planning Board), the conditions of approval are as follows:

1. WAIVERS
   With the intention of reflecting lot dimensions as shown on the plan and approved by City Commission, the following waivers are granted:

   a. The dimensions and areas of lots are permitted to vary from those shown on the plan, provided the minimum dimensional standards set forth in these conditions are maintained and provided the average lot sizes as presented by the developer are maintained (82 lots averaging 5,911 sq. ft.; 62 lots averaging 7,240 sq. ft.; 43 lots averaging 7,415 sq. ft.; and 94 lots averaging 7,902 sq. ft.).
   b. A minimum street frontage of 45 feet shall be permitted for up to 50 lots as shown on the plan (reduction from minimum street frontage of 50 feet). Note: this provision does not preclude lots fronting on the turnarounds of *cul de sacs* to have street frontages of 30 feet as allowed by code. (See Table 23-422A).
   c. A minimum lot area of 4,950 square feet shall be permitted for 33 lots as shown on the plan (reduction of area requirement of 7,500 sq. ft. in R-3 zoning district).
   d. The 94 lots designated in the northern section as 65-ft.-width lots shall be permitted to have a minimum lot width at the building line of 65 feet (reduction from 75 feet in R-3 zoning district) and to have a minimum lot area of 7,150 sq. ft. (65' x 110').
   e. A minimum lot width at the building line of 45 feet shall be permitted for up to 60 lots (reduction from 75 feet required in R-3 and 65 feet in R-1C zoning district).

f. A minimum lot width at the building line of 55 feet shall be permitted for up to 127 lots as shown on the plan (reduction of requirement of 75 ft. lot width in R-3 and 65 ft. in R1-C).
g. Maximum lot coverage shall be 55% for the lots with 4,950 sq. ft. in area and 50% for the remaining lots (increase from requirement of a maximum of 40% coverage for single-family dwellings).
h. Minimum side yard setback shall be 7.5 feet (reduction from requirement of 10 feet in both R-3 and R-1C zoning districts).
i. Minimum front yard setback shall be 15 feet, including on the second frontage on corner lots, provided that the front setback of the garage is 25 feet to accommodate the required residential driveway length.
j. The minor collector road (Greenway Blvd.) shall be permitted to terminate at a local road (C. F. Kinney Rd.) to meet the requirement for a secondary entrance to a subdivision with over 50 lots.

2. PLAN REVISIONS
A revised plan shall be submitted for staff verification prior to application for a site development permit. The plan shall show the following revisions:
   a. Add 12 visitor parking spaces. The addition of the 12 spaces shall be considered satisfactory to meet the visitor parking requirement provided all houses have 2-car garages.
   b. Revise lot dimensions and building envelopes to reflect the correct (required) or approved setbacks, as appropriate, and renumber lots consecutively with no duplication of numbers. (Building permits cannot be issued for houses on lots which do not meet minimum requirements such as lots along the eastern boundary with long sides abutting Dinner Lake Shores.)
   c. Provide an open play area of at least 100 ft. by 100 ft. in a park.
   d. Adjust the location of the buffer wall running between the two sections of Park E (in the neighborhood west of the entrance) to allow the installation of an interior sidewalk within a 15-ft. landscaped buffer between the street and the wall.
   e. Add a roadway connection in the southwest corner of the property for access to the future city park at the fire station (developer commitment).

3. RIGHT-OF-WAY DEDICATION – C. F. KINNEY ROAD
Property shall be preserved for future dedication along the entire northern property line to provide adequate right-of-way for C. F. Kinney Rd. as it currently exists and for the proposed extension of C. F. Kinney Rd. to the west as shown on the East Polk Road Study, completed by Polk County in 2008. The width of the right-of-way required shall be determined by the County and dedicated when required by the County.

4. BUS STOP
The bus stop now located near the proposed entrance shall be relocated with the approval of Polk County Transit and a parcel or easement shall be granted if required by the County for future construction of a bus shelter.

5. AIRPORT NOTIFICATION
   The final plat shall include a notification to future lot owners that Chalet Suzanne's airport is located close to the development.

6. STREET TREES AND STREET LIGHTING
   Street trees with root barriers shall be provided throughout the development and street lights shall have "dark sky" type fixtures.

7. ANTI-MONOTONY STANDARDS
   The design guidelines (including anti-monotony standards and a ban on accessory structures) submitted by the developer March 26, 2014 shall be enforced by the homeowners' association.

8. SETBACK FROM PROJECT PROPERTY LINES
   In addition, the Planning Board recommends that sec. 23-443.1.e. of the zoning regulations be amended to reduce the required setback (now 35 feet) from project property lines for single-family dwellings in PDPs. The Board further recommends that the setbacks from project property lines as proposed by the developer for lots along the eastern property line of Leoma's Landing be accommodated in the amendment, provided the houses are limited to one story:

   For lots 61 through 78 rear setback of 25 feet (abutting Dinner Lake Shores)
   For lots 81 through 90 rear setback of 24 feet (abutting Dinner Lake Shores)
   For lots 1 through 7 rear setback of 19 feet (at C. F. Kinney Rd. entrance)
   As shown on plan dated March 14, 2014 and reviewed by the Planning Board.

_____

Margaret J. Swanson, Director of Planning & Development

MEMORANDUM

March 7, 2016

TO: Honorable Mayor and City Commissioners

VIA: Kenneth Fields, City Manager

FROM: Kathy Bangley, Director of Planning and Development

RE: Ordinance D2016-01, CPA/Zoning: 2nd Reading and Public Hearing
American Garden Perlite Property – 31 Airport Road

SYNOPSIS
The proposed amendment will designate land use and zoning for approximately 10.62 acres of property located at 31 Airport Road.

RECOMMENDATION
Staff recommends adoption of Ordinance D2016-01.

In January the Commission accepted Ordinance D2016-01 upon first reading and public hearing for the proposed amendments to the Future Land Use and Zoning Maps for the American Perlite LLC property as set forth below:

> <u>10.62 acres located at 31 Airport Road, Lake Wales, FL</u>
> Polk County Future Land Use Map designation BPC-2 – Business Park Center-2 to City of Lake Wales Future Land Use Map designation I – Industrial and City of Lake Wales Zoning map designation I-2 Industrial Infill.

Ordinance D2016-01 was transmitted to the State Land Planning Agency for review after first reading. The agency completed its review. No objections or comments were received from the State Land Planning Agency. The Southwest Florida Water Management District did offer some technical assistance comments for consideration. However, they appear to be geared toward an initial development of the site and this site has an existing building that is going to be reused. The ordinance is ready for adoption.

Staff recommends that the City Commission adopt, following second reading and public hearing of Ordinance D2016-01.

Notice requirements for a public hearing have been met.

The Planning and Zoning Board held a public hearing on December 9, 2015 and voted unanimously to recommend a change in land use designation on the subject property from Polk County Future Land Use designation BPC-2 Business Park Center-2 to City of Lake Wales Future Land Use designation of I-Industrial.

BACKGROUND

The ordinance proposes land use designation changes for approximately 10.62 acres of property located at 31 Airport Road and owned by American Garden Perlite, LLC. The property was annexed into the city by Ordinance 2015-15.

See Attachment A to the ordinance for location and land use designations.

Surrounding land use designations:

North: County – IND Industrial
South: City – IND Industrial and CON Conservation
East: County – BPC-2 Business Park Center
West: County BPC-2 Business Park Center

Proposed development impact:

The owner intends to redevelop the existing facility and will connect to city utilities when they become available.

ATTACHMENTS

Ordinance D2016-01 with Attachment A.

ORDINANCE D2016-01

(CPA/Zoning American Garden Perlite – 10.62 Acres – 31 Airport Road)

AN ORDINANCE OF THE CITY OF LAKE WALES, FLORIDA, AMENDING THE FUTURE LAND USE MAP OF THE COMPREHENSIVE PLAN AND THE ZONING MAP TO CHANGE THE LAND USE DESIGNATION ON 10.62 ACRES OF LAND LOCATED ON AIRPORT ROAD FROM POLK COUNTY DESIGNATION BPC-2 - BUSINESS PARK CENTER-2 TO CITY OF LAKE WALES FUTURE LAND USE DESIGNATION I – INDUSTRIAL AND ZONING DESIGNATION I-2 – INDUSTRIAL INFILL DISTRICT; AND PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION 1 The Future Land Use Map (FLUM) of the Comprehensive Plan and the Zoning Map are hereby amended to change the land use designation on approximately 10.62 acres of property, owned by American Garden Perlite LLC and annexed by Ordinance 2015-15, as follows:

<u>10.62 acres located at 31 Airport Road, Lake Wales, FL</u>
Polk County Future Land Use Map designation BPC-2 – Business Park Center-2 to City of Lake Wales Future Land Use Map designation I – Industrial and City of Lake Wales Zoning map designation I-2 Industrial Infill.

The property and land use designations are shown on "Attachment A," hereby made part of this ordinance.

SECTION 2 The applicability and effect of the Lake Wales Comprehensive Plan, as amended, shall be as provided by the Local Government Planning and Land Development Regulations Act, Section 163.3215, Florida Statutes, and this ordinance.

SECTION 3 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 4 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 5 This amendment shall not become effective until the state land planning agency or the Administrative Commission, respectively, issues a final order determining the amendment in compliance.

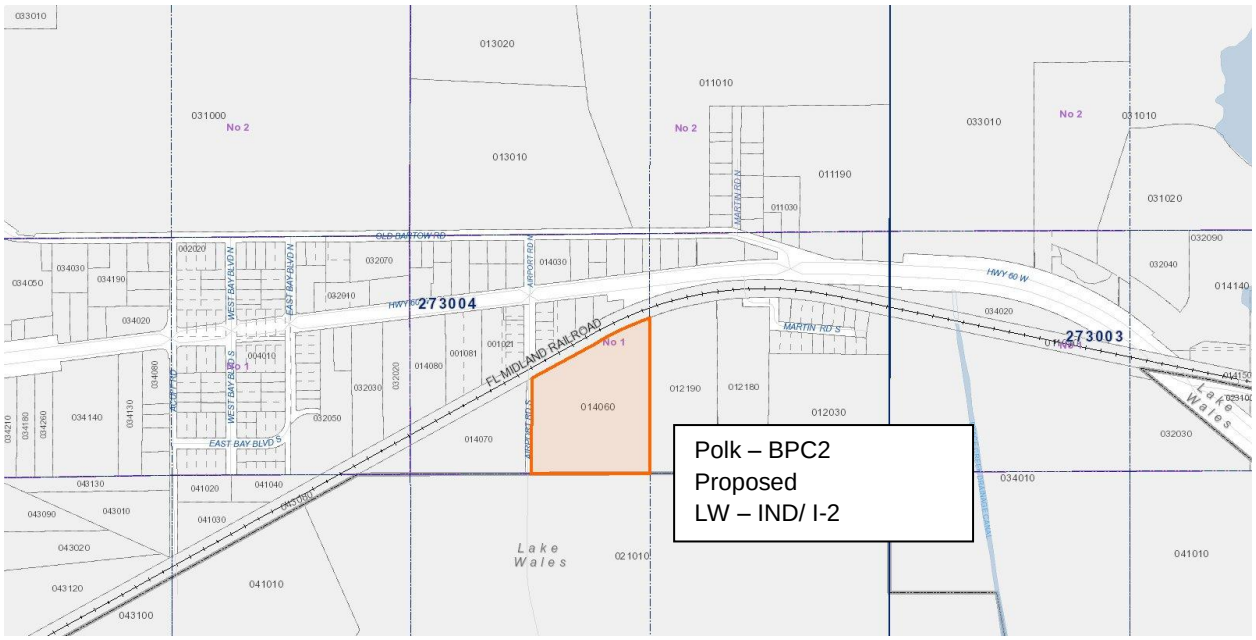
CERTIFIED AS TO PASSAGE this _____ day of _____ 2016.

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

ATTEST:

_____
City Clerk

ATTACHMENT A
ORDINANCE D2016-01 – CPA/Zoning
AMERICAN GARDEN PERLITE LLC
10.62 acres



MEMORANDUM

March 7, 2016

TO: Honorable Mayor and City Commissioners

VIA: Kenneth Fields, City Manager

FROM: Kathy Bangley, Planning Director

RE: Ordinance 2016 –04 Annexation – 1st Reading
Wheeler Properties LLC – Waverly Village

Synopsis: Ordinance 2016-04 proposes the annexation of approximately 16.2 acres located north of CF Kinney Road and west of Scenic Highway (SR17).

Recommendation:
Staff recommends approval on first reading of Ordinance 2016-04, providing for the annexation of approximately 16.2 acres owned by Wheeler Properties LLC and located north of CF Kinney Road and west of Scenic Highway (SR 17).

A recommendation from the Planning and Zoning Board is not required for an annexation ordinance. No public hearing is required for the first reading of an annexation ordinance. Upon approval of first reading, a public hearing will be advertised for the next regular City Commission meeting.

Background:
The property is adjacent to approximately 275 acres that were annexed in to the City in 2007. The additional 16.2 acres will become part of a 291 acre planned development project (PDP) that is being prepared by JSK Consultants for the land owner.

Surrounding land uses:
North: County – RL-4 Residential Low-4
South: County – RL-1 Residential Low-1 and City LDR Low Density Residential
East: County – A/RR Agricultural/Rural Residential and City LDR Low Density Residential
West: County – RL-4 Residential Low-4

Other options: Decline to annex the property.

Fiscal Impact: The annexation will add to the City's tax roll.

Attachments:
Ordinance 2016 – 04 with Attachment A

ORDINANCE 2016-04

(Annexation – Wheeler Farms, Inc. Waverly Village – North of C.F. Kinney Road and west of Scenic Hwy.)

AN ORDINANCE PROVIDING FOR THE ANNEXATION OF APPROXIMATELY 16.19 ACRES OF TERRITORY, CONTIGUOUS TO THE INCORPORATED TERRITORY OF THE CITY OF LAKE WALES, SHOWN ON "ATTACHMENT A" AND SPECIFICALLY DESCRIBED HEREIN; GIVING THE CITY OF LAKE WALES JURISDICTION OVER THE LAND ANNEXED; PROVIDING FOR TAXATION OF THE TERRITORY ANNEXED; AND PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION 1 The corporate territory of the City of Lake Wales, Polk County, Florida is hereby extended to include approximately 16.03 acres of territory located north of CF Kinney Road and west of Scenic Highway (SR-17) as shown on "Attachment A," hereby made part of this ordinance, and specifically described as follows:

PID # 272910-859000-009070 0.32 acres

Lots 7 and 8, Block 9, Waverly, according to map or plat thereof as recorded in Plat Book 3, Page 7, of the Public Records of Polk County, Florida, together with South ½ of vacated alley lying North of same and the North ½ of vacated Date Street lying South of same, as described in that certain Resolution No.07-126 as recorded in Official Records Book 7496, Page 1326, of the Public Records of Polk County, Florida

PID# 272910-859000-017010
PID# 272910-859000-011010
PID# 272910-859000-007010
PID# 272910-859000-046000
PID# 272910-859000-006010 15.71 acres

Parcel 1:

All of, Block G, and North ½ of vacated Palm Street lying south of same, WAVERLY, according to the map or plat thereof as recorded in Plat Book 3, Page 7, Public Records of Polk County, Florida.

Parcel 2:

Lots 1-22, Block 6, and South ½ of vacated Palm Street lying North of same and West ½ of vacated Park Avenue lying East of same and vacated alley lying within Block and North ½ of vacated Koalin Street lying South of above, WAVERLY, according to the map or plat thereof as recorded in Plat Book 3, Page 7, Public Records of Polk County, Florida.

Parcel 3:
All Lots in Blocks 7 thru 10, and unknown Block lying South of Lot 5, Block 7 and North ½ of vacated unnamed Road lying South of Block 10 Less Lots 7 and 8, Block 9 and Less Lots 13 and 14, Block 8 and South ½ of vacated Koalin Street lying North of Blocks 7 and 8 from W R/W line of Annie Avenue to E R/W line of South Avenue and vacated alley lying within Block 7 and vacated Park Avenue lying between Blocks 7 and * and Block 10 and unknown Block lying South of Lot 5, Block 7 and North ½ of vacated alley lying South of Lots 1 thru 8, Block 8 and South ½ of vacated alley lying North of Lots 9 thru 12, Block 8 and vacated Date Street lying North of unknown Block and South of Lot 5, Block 7 and North ½ of vacated Date Street lying South of Lots 9 thru 12, Block 8 and South ½ of vacated Date Street lying North of Lots 1 thru 6, Block 10 and North ½ of vacated alley lying South of Lots 1 thru 6, Block 9 and South ½ of vacated alley lying North of Lots 9 thru 14, Block 9 and North ½ of vacated Date Street lying South of Lots 9 thru 14, Block 9 and vacated 40 foot right of way lying East of Block 9 from North line of South ½ of Dade Street to CR 540, WAVERLY, according to map or plat thereof as recorded in Plat Book 3, Page 7, Public Records of Polk County, Florida.

Parcel 4:
Lots 1 – 12, Block 17, and vacated unknown 30 foot street lying North of same and vacated unknown 40 foot street lying East of above, WAVERLY, according to the map or plat thereof as recorded in Plat Book 3, Page 7, Public Records of Polk County, Florida.

Parcel 5:
Lots 1 – 8, Block 11, and south ½ of vacated Date Street lying North of same and North ½ of vacated 30 foot unknown street lying South of same and vacated 40 foot unknown street lying East of above, WAVERLY, according to the map or plat thereof as recorded in Plat Book 3, Page 7, Public Records of Polk county, Florida.

R-O-W .16 acres
The east half of an unnamed 40 foot platted right-of-way vacated and closed by resolution 07-126, recorded in Official Records Book 7496, Page 1326, Public Records of Polk County, said right-of-way being East of Blocks 9,11, and 17, West of Blocks 24 and 25, North of the easterly extension of the South line of Block 17, and South of Lee Boulevard, as 50 platted right-of-way being also known as Waverly Road (County Road 540), all in the plat of Waverly, as recorded in Plat Book 3, Page 7, Public Records of Polk County, Florida.

SECTION 2 All of the public property, lot easements, streets, roads, and public right-of-way, now located and dedicated, acquired, platted or conveyed to the public in the

territory described in Section 1, shall be transferred to the City of Lake Wales without consideration of the same uses as originally conveyed.

SECTION 3 All ordinances of the City of Lake Wales and all laws heretofore passed by the legislature of the State of Florida, relating to and which now or hereafter constitute its charter, shall apply to and have the same force and effect in all territory described in Section 1 of this ordinance as if all of such territory had been part of the City of Lake Wales at the time of the passage and approval of such laws and ordinances.

SECTION 4 All of the area to be annexed shall be entitled to the same rights and benefits as those, which exist in the City of Lake Wales upon effective date of annexation.

SECTION 5 All of the area to be annexed shall be subject to the taxes and debts of the City of Lake Wales upon effective date of the annexation and shall be taxable by the City upon the same basis as other like property therein in accordance with Chapter 171.061 Florida Statutes.

SECTION 6 If any portion or portions of the ordinance shall be declared to be invalid, the remaining portion shall have the same force and effect, as though, such invalid portion or portions had not been included.

SECTION 7 This ordinance shall become effective, and the territory shall be considered annexed, immediately upon passage by the City Commission.

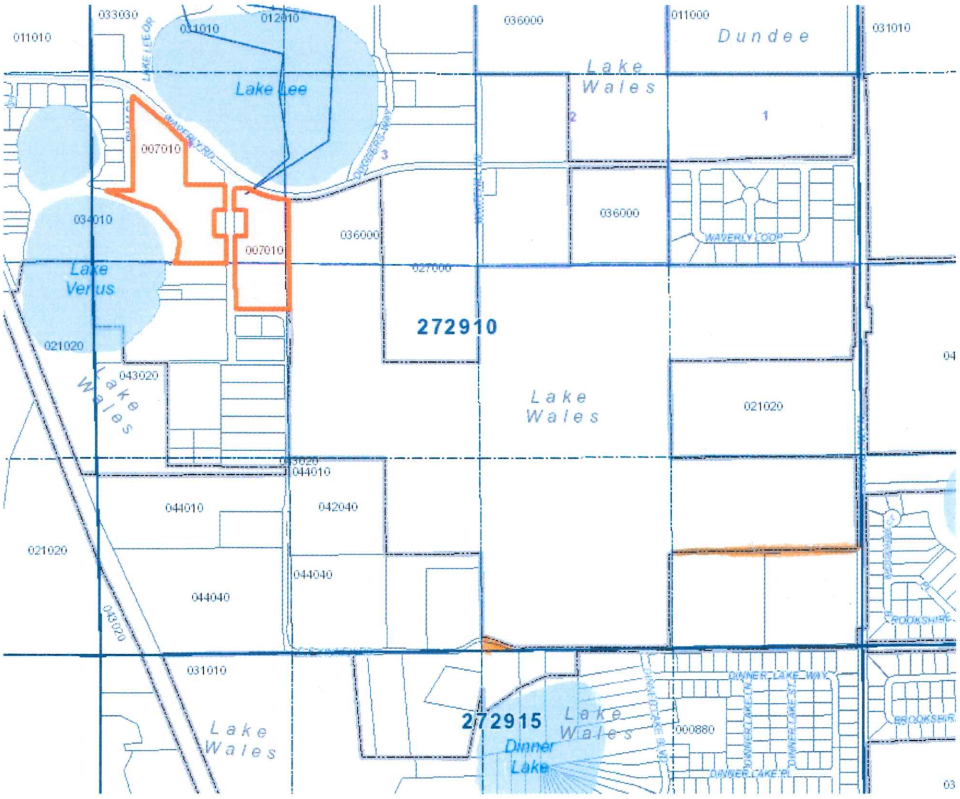
CERTIFIED AS TO PASSAGE this _____ day of _____ 2016

_____
Mayor/Commissioner, City of Lake Wales

ATTEST:

_____
City Clerk

ATTACHMENT A
ORDINANCE 2016 - 04



Parcel ID #'s
272910-859000-007010
272910-859000-009070
272910-000000-022040
272910-000000-024020

MEMORANDUM

March 4, 2016

TO: Honorable Mayor and City Commission

VIA: Kenneth Fields, City Manager

FROM: Sarah B. Kirkland, Utilities Director

SUBJECT: Resolution 2016-08, S.R. 60 Utilities Extension Project Route Analysis and Memorandum

SYNOPSIS: Resolution 2016-08 is for the purpose of authorizing property acquisition associated with the first phase of the Project. It provides for the westward extension of potable water and sanitary sewer lines to a site in unincorporated Polk County that has not been precisely determined for the S.R. 60 Interconnection Facility. In general, the site will be near the intersection of S.R. 60 and the CSX Railroad Line. Phase One provides for the utility extension to proceed only to the intersection of S.R. 60 and North Acuff Road. The extended utility lines will be available to serve properties in the vicinity. In approving the Resolution, there are five factors that must be considered as explained below.

STAFF RECOMMENDATION

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

1. Approve Resolution 2016-08 after reviewing the relevant factors set forth below. The ranking of the alternatives for this proposed project is Route A first, Route B second. It is the Utility staffs' recommendation that Route A be selected.

2. Authorize staff to proceed with the necessary easement acquisition through the City's power of eminent domain.

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.

It is anticipated that a State Revolving Fund Loan will be available for funding an initial phase of the project that will extend water and sanitary sewer lines westerly to the intersection of S.R. 60 and North Acuff Road. Properties served by the extension will be subject to appropriate utility charges.

In approving the Resolution and establishing the public necessity of the first phase of the S.R. 60 Utilities Extension Project, there are five factors the Commission must consider. The five factors are: 1) alternative alignments; 2) long range planning; 3) safety considerations; 4) environmental considerations; and 5) cost considerations. The five factors are discussed in detail below.

A. Alternative Alignments

1. Route A consists of routing the proposed force main (FM) from the WWTF and the water main (WM) from Mulberry Street westward through the "Lightsey Easement" to the airport property. The FM and WM would then continue north and west through the airport property eventually out to SR 60 at Airport Road. The FM and WM would then continue west along SR 60 to a terminal point near SR 60 West and Acuff Road.

   Benefits – The following are benefits for Alternative A.

   - The route will avoid construction along SR 60 which is congested and has limited ROW.
   - No additional easements required from Mulberry St. to the airport.

   Detriments – The following are detriments for Alternative A.

   - May still require utility and/or construction easements for the airport property and along SR 60 W from the airport to Acuff Road.
   - Route is approximately 0.25 miles longer than alternative B.
   - Will require additional FM and WM along SR 60 W to serve existing and future customers between the Airport Road and Henry Street.

   Easements - The following easements may be required for alternative A.

   - Utility easement through the airport property
   - Additional utility and construction easements may be needed based on the final survey and design.

2. Route B consists of routing the proposed FM from the WWTF northward along Henry Street to SR 60. The FM would then continue west along SR 60 to a terminal point at SR 60 w and Acuff Road. The proposed routing for the WM would be connect on Mulberry Street continue west on SR 60 W on the south side of the highway turning south on Airport Road and continuing west on SR 60 W to Acuff Road.

   Benefits – The following are benefits for alternative B.

- This route is approximately 0.75 miles shorter than Alternative A.
- Provides water service to customers along SR 60 W from Henry Street to Airport Road.

Detriments – The following are detriments for alternative B.

- May require utility and/or construction easements from Henry Street to Godwin Road (survey required)
- May require horizontal directional drill construction along SR 60 W from Henry Street to Acuff Road.
- Will require a service to connect the airport.

Easements - The following easements may be required for alternative B.

- Utility easement through the airport property
- Additional utility and construction easements may be needed based on the final design.

B. Long Range Planning

The existing customers along the proposed route are currently serviced by septic tank and drain fields and private wells. The extension of the sewer force main and water main will provide a reliable method of sewage disposal and potable drinking water. Older drain fields can be unreliable when not tested and cleaned adequately and they can be problematical during seasonally wet times of the year when the water table is high. There is a new gravity collection area designed within the airport. The gravity system is designed so that the National Guard Armory, the FBO building, and a mobile home facility can easily eliminate their septic tank and drain fields and connect to the new system. These three facilities will immediately tie into the new system and eliminate their septic drain fields. An estimate of 6 additional facilities will eliminate their septic drain field in the future as more businesses connect to the new system.

By extending the existing sewer force main and water main to the edge of the City's service area, the City can eliminate dependence, as much as possible on private septic tanks and drain fields and private wells for existing and new customers.

C. Safety Considerations

Safety, other than construction safety, is usually not a major concern for pipe line installations. However, any time that a pipe line is constructed in the right of way or close to the roadway there may be a need for road closure and a work safety zone that could put workers or the public at some risk. The same is true with regard to future repairs.

1. Route A – This route is considered excellent for safety because construction will be substantially performed through easement locations that are further distant from existing streets and roadways and therefore away from the general public.

2. Route B – This route is designated as poor for safety because of the amount of construction within the public right of way, the limited amount of usable space in the right of way, and its proximity to the street.

D. Environmental Considerations

1. Route A – This route is considered excellent for environmental considerations. This route is considered excellent because no wetlands would be impacted by the utilization of this route.

2. Route B – This route is considered excellent for environmental considerations. This route is considered excellent because no wetlands would be impacted by the utilization of this route.

E. Cost Considerations

Opinion of Probable Cost of Construction-Sewer Main

CITY OF LAKE WALES

S.R. 60 Westerly Expansion - PRELIMINARY CONSTRUCTION COST ESTIMATE - 100% PLANS

xxxxxxxxxxxxxxxxxxxxxxxxxxxxxx

KIMLEY-HORN AND ASSOCIATES, INC.
116 SOUTH KENTUCKY AVENUE, LAKELAND, FL 33813

OFFICE 863-701-8702 FAX 863-701-9832

Engineers Project Number: 046149024 — 9/29/2015

CONTRACTOR'S PROPOSAL FORM

Item No.	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	TOTAL
	I. Underground Utilities				
1050 11222	3" Sewer Force Main PVC	6,527	LF	$22.44	$146,428.76
1051 11223	6" Sewer Force Main PVC	6,010	LF	$60.44	$363,246.97
1052 11224	8" Sewer Force Main PVC	8,842	LF	$46.90	$414,674.91
1053 11224	12" Sewer Force Main PVC	6,478	LF	$46.90	$303,831.80
1050 11224	8" Gravity Sewer PVC	1,394	LF	$46.90	$65,356.49
0555 12	Directional Bore 3" Sewer	1,924	LF	$43.00	$82,714.80
0555 12	Directional Bore 6" Sewer	100	LF	$44.00	$4,389.00
0555 12	Directional Bore 8" Sewer	1,082	LF	$45.00	$48,667.50
0555 12	Directional Bore 12" Sewer	1,924	LF	$46.00	$88,485.60
1050 11322	3" Sewer Force Main HDPE	1,924	LF	$48.50	$93,294.60
1050 11323	6" Sewer Force Main HDPE	100	LF	$48.50	$4,837.88
1050 11324	8" Sewer Force Main HDPE	1,082	LF	$48.50	$52,452.75
1050 11324	12" Sewer Force Main HDPE	1,924	LF	$48.50	$93,294.60
0556 14	8" Jack & Bore Sewer	421	LF	$191.38	$80,580.55
1050 11514	16" Steel Sleeve (16" Sleeve)	421	LF	$60.00	$25,263.00
1080 11404	12" Gate Valves	14	EA	$2,527.90	$35,390.60
1080 11404	8" Gate Valves	41	EA	$2,527.90	$103,643.90
1081 11204	3" Gate Valves	14	EA	$1,143.81	$16,013.34
0425 2 41	Gravity Sewer Manholes	10	EA	$2,992.96	$29,929.60
1080 11406	2" Air Release Assembly Sewer	7	EA	$4,675.22	$32,726.54
1080 11409	Mech Joint Restraints 8" Sewer	100	EA	$266.44	$26,644.00
1080 11403	Tapping Sleeve and Valve 8" Sewer	1	EA	$5,337.90	$5,337.90
	Fiberglass Lift Station	1	EA	$50,000.00	$50,000.00
1501 1	Lift Station Sanitary Sewer	1	EA	$350,000.00	$350,000.00
	SUBTOTAL				$2,517,205.08
	II. Miscellaneous (some costs are reduced because they are shared with the water line construction)				
0104 10 3	Silt Fence	14,000	LF	$1.30	$18,200.00
0110 1 1	Clearing & Grubbing & Right of Way Restoration	7.5	AC	$10,767.06	$80,752.95
0102 1	Maintenance of Traffic (MOT)	40	DY	$534.67	$21,386.80
0550 10228	Fence Restoration	3,500	LF	$15.63	$54,705.00
0522 2	Side Walk Restoration (to nearest joint)	100	SY	$44.12	$4,412.00
0700 1 50	Sign Relocation/Replacement/	18	AS	$136.45	$2,456.10
0101 1	Mobilization (includes bonds and insurance)	1	LS	$104,111.15	$104,111.15
	Easements	1	LS	$50,455.39	$50,455.39
	Dewatering (costs depend on time of construction and water level)	1	LS	$75,000.00	$75,000.00
	SUBTOTAL				$411,479.39
	III. Planning/Design/Construction Phase (some costs are reduced because they are shared with the water line)				
	As-Built Survey, Easement Legal Descriptions and Sketch	1	LS	$35,000.00	$35,000.00
	Construction Testing & Staking	1	LS	$30,000.00	$30,000.00
	Engineering Construction Management	1	LS	$62,500.00	$62,500.00
	Planning	1	LS	$28,691.50	$28,691.50
	Survey and Design	1	LS	$177,195.65	$177,195.65
	SUBTOTAL				$333,387.15
	IV. Eligible Land (some costs are reduced because they are shared with the water line)				
	Easements	1	LS	$50,455.39	$50,455.39
	SUBTOTAL				$50,455.39
	V. Special Studies (SUE and Natural Resourse) (some costs are reduced because they are shared with the water line)				
	Reports	1	LS	$20,124.00	$20,124.00
	SUBTOTAL				$20,124.00

I Underground Utilities	$2,517,205.08
II Miscellaneous	$411,479.39
III Planning	$333,387.15
IV Eligible Land	$50,455.39
V Special Studies	$20,124.00
TOTAL:	$3,332,651.01
10% contingency for Sections I and II GRAND	$292,868.45
TOTAL INCLUDING CONTIGENCY	$3,625,519.45

The Consultant has no control of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on the information known to the Consultant at this time and represent only the Consultant's judgement as a design professional familiar with the construction industry. The Consultant cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs.

Opinion of Probable Cost of Construction-Water main

CITY OF LAKE WALES

S.R. 60 Westerly Expansion - PRELIMINARY CONSTRUCTION COST ESTIMATE - 100% PLANS

xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx

KIMLEY-HORN AND ASSOCIATES, INC.
116 SOUTH KENTUCKY AVENUE, LAKELAND, FL 33813

OFFICE 863-701-8702 FAX 863-701-9832

Engineers Project Number: 046149024 — 9/29/2015

CONTRACTOR'S PROPOSAL FORM

Item No.	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	TOTAL
	I. Underground Utilities				
1050 11224	12" Water Main PVC	22,300	LF	$46.90	$1,045,870.00
1051 11224	10" Water Main PVC	300	LF	$43.90	$13,170.00
1050 11223	6" Water Main PVC	50	LF	$60.44	$3,022.00
1050 11324	12" Water Main HDPE	3,100	LF	$48.50	$150,350.00
1051 11324	10" Water Main HDPE	268	LF	$102.58	$27,491.44
1080 11404	12" Gate Valve	50	EA	$2,527.90	$126,395.00
1080 11404	10" Gate Valve	2	EA	$2,527.90	$5,055.80
1080 11304	6" Gate Valve	1	EA	$1,058.62	$1,058.62
0555 13	Directional Bore 10" Water	268	LF	$46.00	$12,328.00
0555 13	Directional Bore 12" Water	3,100	LF	$46.00	$142,600.00
0556 15	12" Jack & Bore Water	320	LF	$323.75	$103,600.00
1050 11515	24" Steel Sleeve	320	LF	$473.62	$151,558.40
1080 11405	Blowoff Valve 12" Water	1	EA	$2,455.39	$2,455.39
1080 11406	Air Release Assembly 12" Water	12	EA	$4,675.22	$56,102.64
1080 11409	Mech Joint Restraints 12" Water	100	EA	$266.44	$26,644.00
1080 11403	Tapping sleeve and valve 12" Water	1	EA	$5,337.90	$5,337.90
	SUBTOTAL				$1,873,039.19
	II. Miscellaneous (some costs are reduced because they are shared with the sewer line construction)				
0104 10 3	Silt Fence	14,000	LF	$1.30	$18,200.00
0110 1 1	Clearing & Grubbing & Right of Way Restoration	7.5	AC	$10,767.06	$80,752.95
0102 1	Maintenance of Traffic (MOT)	40	DY	$534.67	$21,386.80
0550 10228	Fence Restoration	3,500	LF	$15.63	$54,705.00
0522 2	Side Walk Restoration (to nearest joint)	100	SY	$44.12	$4,412.00
0700 1 50	Sign Relocation/Replacement/	18	AS	$136.45	$2,456.10
0101 1	Mobilization (includes bonds and insurance)	1	LS	$104,111.15	$104,111.15
	Easements	1	LS	$50,455.39	$50,455.39
	Dewatering (costs depend on time of construction and water level)	1	LS	$75,000.00	$75,000.00
	SUBTOTAL				$411,479.39
	III. Planning/Design/Construction Phase (some costs are reduced because they are shared with the sewer line)				
	As-Built Survey, Easement Legal Descriptions and Sketch	1	LS	$35,000.00	$35,000.00
	Construction Testing & Staking	1	LS	$30,000.00	$30,000.00
	Engineering Construction Management	1	LS	$62,500.00	$62,500.00
	Planning	1	LS	$28,691.50	$28,691.50
	Survey and Design	1	LS	$177,195.65	$177,195.65
	SUBTOTAL				$333,387.15
	IV. Eligible Land (some costs are reduced because they are shared with the sewer line)				
	Easements	1	LS	$50,455.39	$50,455.39
	SUBTOTAL				$50,455.39
	V. Special Studies (SUE and Natural Resourse) (some costs are reduced because they are shared with the sewer line)				
	Reports	1	LS	$20,124.00	$20,124.00
	SUBTOTAL				$20,124.00

I Underground Utilities	**$1,873,039.19**
II Miscellaneous	**$411,479.39**
III Planning	**$333,387.15**
IV Eligible Land	**$50,455.39**
V Special Studies	**$20,124.00**
TOTAL:	**$2,688,485.12**
10% contingency for Sections I and II GRAND	$228,451.86
TOTAL INCLUDING CONTINGENCY	$2,916,936.98

Note: Unit Price based on FDOT Item Average Unit Cost spreadsheet dated "From 2014/08/01 to 2015/01/31"

The Consultant has no control of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on the information known to the Consultant at this time and represent only the Consultant's judgement as a design professional familiar with the construction industry. The Consultant cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs.

F. Other Options

The no action or no-built alternative would result in delay of the proposed S.R.60 water interconnection between the City and Winter Haven, it would further result in few land use impacts since public water and sewer service would not be extended. Socioeconomically, the City would be adversely impacted by the no action alternative. Underutilized areas along the SR 60 route would likely not be developed to the scale envisioned by the City of Lake Wales. Development would be performed through the use of additional treatment systems and private wells. If the sewer system is not extended, the water system will not be extended either. Under the no-action alternative, there would be no benefit or impact to public safety and emergency services as the public water supply would not be extended into areas that currently have no fire protection. There would be no initial cost for the no action or no-built alternative.

ATTACHMENTS
Alternative Route A
Alternative Route B
Conceptual Overall Route

RESOLUTION 2016-08

A RESOLUTION OF THE CITY OF LAKE WALES, FLORIDA RELATING TO EMINENT DOMAIN; AUTHORIZING EMINENT DOMAIN PROCEEDINGS TO ACQUIRE CERTAIN INTERESTS IN REAL PROPERTY LOCATED IN THAT AREA OF THE CITY OR IN UNINCORPORATED POLK COUNTY EXTENDING FROM THE CITY WATER TREATMENT PLANT AND CAPPED 12" WATER LINE AT MULBERRY STREET TO A LOCATION NEAR THE INTERSECTION OF S.R. 60 AND NORTH ACUFF ROAD FOR THE PURPOSE OF CONSTRUCTING AND MAINTAINING IMPROVEMENTS RELATED TO THE PLACEMENT OF POTABLE WATER LINES AND SANITARY SEWER LINES; AUTHORIZING CONDEMNATION OF THE PROPERTY DESCRIBED HEREIN; AUTHORIZING THE INSTUTUTION OF EMINENT DOMAIN PROCEEDINGS; MAKING FINDINGS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Lake Wales, Florida (the "Commission") recognizes that in a May 18, 2007 Court-approved stipulated settlement agreement (the "Settlement Agreement") between the City of Lake Wales ("Lake Wales" and sometimes as "City") and the City of Winter Haven, Florida ("Winter Haven"), (collectively, the "Cities") agreement was reached concerning the utilities territorial boundary line and the annexation line between the Cities; and

WHEREAS, the Commission recognizes that the Cities would, at a future time, make four interconnections of their respective water supply lines, including an initial interconnection at the Lake Ashton subdivision; and

WHEREAS, the Commission recognizes that the Lake Ashton interconnection has been made and a second interconnection is to be made at a location west of the municipal boundaries of Lake Wales at or near the

intersection of the Florida CSX Railroad Line and S.R. 60 (the “S.R. 60 Interconnection Facility”); and

WHEREAS, the Commission recognizes that it is the City’s obligation to acquire the property interests necessary for the placement of utility lines within the City’s utility service area, including those utility lines leading to an interconnection facility; and

WHEREAS, the Commission recognizes that the City’s outside engineering consultants, Kimley-Horn Associates, Inc., has completed construction plans to extend the City’s utilities from a connection point near Mullberry Street and the City’s waste water treatment facility (the “Connection Point”) to a location near the intersection of S.R. 60 and the CSX Railroad line, i.e.: the S.R. 60 Utilities Extension Project (the “Project); and

WHEREAS, the Commission recognizes that funding limitations will necessitate that the Project be completed in at least two phases and that the first phase (“Phase One”) extends from the Connection Point west along S.R. 60 to a location near its intersection with North Acuff Road; and

WHEREAS, the Commission recognizes the need to implement Phase One of the Project and the need to provide for the placement of a potable water line and a sanitary sewer line that will serve properties in the vicinity of such lines within the City’s utility service area and that will provide the initial phase of utility lines that will eventually extend to the S.R. 60 Interconnection Facility; and

WHEREAS, the Commission has reviewed the S.R. 60 Utilities Extension Route Analysis Memorandum (the “Memorandum”) prepared by Sarah Kirkland,

Director of the City's Utility Department. The Memorandum is attached hereto as **Exhibit "A"** and made a part hereof; and

WHEREAS, the Commission has determined that it is necessary for the general welfare and in the best interests of the citizens of Lake Wales and those other persons who may be served by the City of Lake Wales Utility Department that potable water lines and sanitary sewer lines and other improvements related thereto, as recommended in the Memorandum, be constructed and that certain properties and interests in real estate be acquired for this public purpose; and

WHEREAS, the Commission has determined that such properties and interests in real estate cannot be obtained by purchase, gift or conveyance; and

WHEREAS, the Commission has considered and weighed many factors, including but not limited to, the availability of an alternate route, costs, environmental factors, long range planning and safety considerations; and

WHEREAS, the Commission, through the City of Lake Wales Utility Department, has either obtained or in all reasonable probability will obtain all necessary approvals for this project from the appropriate governmental entities, including those charged with protecting natural resources.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LAKE WALES, FLORIDA:

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

SECTION 2. The Commission does hereby determine that it is in the best interest of the citizens of the City's to acquire easement interests in the

properties described in **Composite Exhibit "B"** attached hereto and made a part hereof, which sets forth the parcel number associated with the property described, the record title holder of the parcel, the interests to be acquired and the land to be acquired, for the purpose of constructing potable water lines and sanitary sewer lines for Phase One of the Project.

SECTION 3. The Commission, having determined that it is in the best interest of the health, safety and welfare of the citizens of the City's and those persons who may be served by the City of Lake Wales Utility Department to use said properties for lawful purposes, does hereby further determine that it is necessary to acquire by eminent domain, easement interests in and to the properties described in **Composite Exhibit "B",** which sets forth the parcel number associated with the property described, the record title holder of the parcel, the interests to be acquired and the land to be acquired.

SECTION 4. The Commission does further find that the City has the authority to acquire easement interests, and in some instances, to obtain temporary easement interests for staging and construction purposes, in the properties described in **Composite Exhibit "B",** which sets forth the parcel number associated with the property described, the record title holder of the parcel, the interests to be acquired and the land to be acquired, pursuant to the provisions of Chapter 166, Florida Statutes and other applicable provisions of law.

SECTION 5. The Commission does hereby specifically determine and find that the acquisition of such easement interests in the properties described in

Composite Exhibit "B", which sets forth the parcel number associated with the property described, the record title holder of the parcel, the interests to be acquired and the land to be acquired, cannot be accomplished by gift, purchase or conveyance.

SECTION 6. The City Attorney or his designee is hereby authorized to initiate and complete eminent domain proceedings to acquire such easement interests in the properties described in **Composite Exhibit "B"** and to utilize Chapters 73 and 74, Florida Statutes and other applicable provisions of Florida law as may be appropriate.

SECTION 7. This resolution shall take effect immediately upon its passage.

PASSED AND CERTIFIED AS TO PASSGE THIS _____ day of _____, 2016 A.D.

_____
EUGENE FULTZ, MAYOR

ATTEST: _____
CLARA VANBLARGAN,
CITY CLERK

APPROVED AS TO FORM AND CORRECTNESS:

_____
ALBERT C. GALLOWAY, JR. CITY ATTORNEY

EXHIBIT “A”

S.R. 60 UTILITIES EXTENSION ROUTE ANALYSIS MEMORANDUM

MEMORANDUM

March 4, 2016

TO: Honorable Mayor and City Commission

VIA: Kenneth Fields, City Manager

FROM: Sarah B. Kirkland, Utilities Director

SUBJECT: S.R. 60 Utilities Extension Project Route Analysis and Memorandum

SYNOPSIS: Resolution 2016-08 is for the purpose of authorizing property acquisition associated with the first phase of the Project. It provides for the westward extension of potable water and sanitary sewer lines to a site in unincorporated Polk County that has not been precisely determined for the S.R. 60 Interconnection Facility. In general, the site will be near the intersection of S.R. 60 and the CSX Railroad Line. Phase One provides for the utility extension to proceed only to the intersection of S.R. 60 and North Acuff Road. The extended utility lines will be available to serve properties in the vicinity. In approving the Resolution, there are five factors that must be considered as explained below.

STAFF RECOMMENDATION

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

1. Approve Resolution 2016-08 after reviewing the relevant factors set forth below. The ranking of the alternatives for this proposed project is Route A first, Route B second. It is the Utility staffs' recommendation that Route A be selected.

2. Authorize staff to proceed with the necessary easement acquisition through the City's power of eminent domain.

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.

It is anticipated that a State Revolving Fund Loan will be available for funding an initial phase of the project that will extend water and sanitary sewer lines westerly to the intersection of S.R. 60 and North Acuff Road. Properties served by the extension will be subject to appropriate utility charges.

In approving the Resolution and establishing the public necessity of the first phase of the S.R. 60 Utilities Extension Project, there are five factors the Commission must consider. The five factors are: 1) alternative alignments; 2) long range planning; 3) safety considerations; 4) environmental considerations; and 5) cost considerations. The five factors are discussed in detail below.

A. Alternative Alignments

1. Route A consists of routing the proposed force main (FM) from the WWTF and the water main (WM) from Mulberry Street westward through the "Lightsey Easement" to the airport property. The FM and WM would then continue north and west through the airport property eventually out to SR 60 at Airport Road. The FM and WM would then continue west along SR 60 to a terminal point near SR 60 West and Acuff Road.

Benefits – The following are benefits for Alternative A.

- *The route will avoid construction along SR 60 which is congested and has limited ROW.*
- *No additional easements required from Mulberry St. to the airport.*

Detriments – The following are detriments for Alternative A.

- *May still require utility and/or construction easements for the airport property and along SR 60 W from the airport to Acuff Road.*
- *Route is approximately 0.25 miles longer than alternative B.*
- *Will require additional FM and WM along SR 60 W to serve existing and future customers between the Airport Road and Henry Street.*

Easements - The following easements may be required for alternative A.

- *Utility easement through the airport property*
- *Additional utility and construction easements may be needed based on the final survey and design.*

2. Route B consists of routing the proposed FM from the WWTF northward along Henry Street to SR 60. The FM would then continue west along SR 60 to a terminal point at SR 60 w and Acuff Road. The proposed routing for the WM would be connect on Mulberry Street continue west on SR 60 W on the south side of the highway turning south on Airport Road and continuing west on SR 60 W to Acuff Road.

Benefits – The following are benefits for alternative B.

- *This route is approximately 0.75 miles shorter than Alternative A.*
- *Provides water service to customers along SR 60 W from Henry Street to Airport Road.*

Detriments – The following are detriments for alternative B.

- *May require utility and/or construction easements from Henry Street to Godwin Road (survey required)*
- *May require horizontal directional drill construction along SR 60 W from Henry Street to Acuff Road.*
- *Will require a service to connect the airport.*

Easements - The following easements may be required for alternative B.

- *Utility easement through the airport property*
- *Additional utility and construction easements may be needed based on the final design.*

B. Long Range Planning

The existing customers along the proposed route are currently serviced by septic tank and drain fields and private wells. The extension of the sewer force main and water main will provide a reliable method of sewage disposal and potable drinking water. Older drain fields can be unreliable when not tested and cleaned adequately and they can be problematical during seasonally wet times of the year when the water table is high. There is a new gravity collection area designed within the airport. The gravity system is designed so that the National Guard Armory, the FBO building, and a mobile home facility can easily eliminate their septic tank and drain fields and connect to the new system. These three facilities will immediately tie into the new system and eliminate their septic drain fields.

An estimate of 6 additional facilities will eliminate their septic drain field in the future as more businesses connect to the new system.

By extending the existing sewer force main and water main to the edge of the City's service area, the City can eliminate dependence, as much as possible on private septic tanks and drain fields and private wells for existing and new customers.

C. Safety Considerations

Safety, other than construction safety, is usually not a major concern for pipe line installations. However, any time that a pipe line is constructed in the right of way or close to the roadway there may be a need for road closure and a work safety zone that could put workers or the public at some risk. The same is true with regard to future repairs.

1. Route A – This route is considered excellent for safety because construction will be substantially performed through easement locations that are further distant from existing streets and roadways and therefore away from the general public.

2. Route B – This route is designated as poor for safety because of the amount of construction within the public right of way, the limited amount of usable space in the right of way, and its proximity to the street.

D. Environmental Considerations

1. Route A – This route is considered excellent for environmental considerations. This route is considered excellent because no wetlands would be impacted by the utilization of this route.

2. Route B – This route is considered excellent for environmental considerations. This route is considered excellent because no wetlands would be impacted by the utilization of this route.

E. Cost Considerations

Opinion of Probable Cost of Construction-Sewer Main

CITY OF LAKE WALES

S.R. 60 Westerly Expansion - PRELIMINARY CONSTRUCTION COST ESTIMATE - 100% PLANS

xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx
KIMLEY-HORN AND ASSOCIATES, INC.
116 SOUTH KENTUCKY AVENUE, LAKELAND, FL 33813
OFFICE 863-701-8702 FAX 863-701-9832

Engineers Project Number: 046149024 — 9/29/2015

CONTRACTOR'S PROPOSAL FORM

Item No.	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	TOTAL
	I. Underground Utilities				
1050 11222	3" Sewer Force Main PVC	6,527	LF	$22.44	$146,428.76
1051 11223	6" Sewer Force Main PVC	6,010	LF	$60.44	$363,246.97
1052 11224	8" Sewer Force Main PVC	8,842	LF	$46.90	$414,674.91
1053 11224	12" Sewer Force Main PVC	6,478	LF	$46.90	$303,831.80
1050 11224	8" Gravity Sewer PVC	1,394	LF	$46.90	$65,356.49
0555 12	Directional Bore 3" Sewer	1,924	LF	$43.00	$82,714.80
0555 12	Directional Bore 6" Sewer	100	LF	$44.00	$4,389.00
0555 12	Directional Bore 8" Sewer	1,082	LF	$45.00	$48,667.50
0555 12	Directional Bore 12" Sewer	1,924	LF	$46.00	$88,485.60
1050 11322	3" Sewer Force Main HDPE	1,924	LF	$48.50	$93,294.60
1050 11323	6" Sewer Force Main HDPE	100	LF	$48.50	$4,837.88
1050 11324	8" Sewer Force Main HDPE	1,082	LF	$48.50	$52,452.75
1050 11324	12" Sewer Force Main HDPE	1,924	LF	$48.50	$93,294.60
0556 14	8" Jack & Bore Sewer	421	LF	$191.38	$80,580.55
1050 11514	16" Steel Sleeve (16" Sleeve)	421	LF	$60.00	$25,263.00
1080 11404	12" Gate Valves	14	EA	$2,527.90	$35,390.60
1080 11404	8" Gate Valves	41	EA	$2,527.90	$103,643.90
1081 11204	3" Gate Valves	14	EA	$1,143.81	$16,013.34
0425 2 41	Gravity Sewer Manholes	10	EA	$2,992.96	$29,929.60
1080 11406	2" Air Release Assembly Sewer	7	EA	$4,675.22	$32,726.54
1080 11409	Mech Joint Restraints 8" Sewer	100	EA	$266.44	$26,644.00
1080 11403	Tapping Sleeve and Valve 8" Sewer	1	EA	$5,337.90	$5,337.90
	Fiberglass Lift Station	1	EA	$50,000.00	$50,000.00
1501 1	Lift Station Sanitary Sewer	1	EA	$350,000.00	$350,000.00
	SUBTOTAL				$2,517,205.08
	II. Miscellaneous (some costs are reduced because they are shared with the water line construction)				
0104 10 3	Silt Fence	14,000	LF	$1.30	$18,200.00
0110 1 1	Clearing & Grubbing & Right of Way Restoration	7.5	AC	$10,767.06	$80,752.95
0102 1	Maintenance of Traffic (MOT)	40	DY	$534.67	$21,386.80
0550 10228	Fence Restoration	3,500	LF	$15.63	$54,705.00
0522 2	Side Walk Restoration (to nearest joint)	100	SY	$44.12	$4,412.00
0700 1 50	Sign Relocation/Replacement/	18	AS	$136.45	$2,456.10
0101 1	Mobilization (includes bonds and insurance)	1	LS	$104,111.15	$104,111.15
	Easements	1	LS	$50,455.39	$50,455.39
	Dewatering (costs depend on time of construction and water level)	1	LS	$75,000.00	$75,000.00
	SUBTOTAL				$411,479.39
	III. Planning/Design/Construction Phase (some costs are reduced because they are shared with the water line)				
	As-Built Survey, Easement Legal Descriptions and Sketch	1	LS	$35,000.00	$35,000.00
	Construction Testing & Staking	1	LS	$30,000.00	$30,000.00
	Engineering Construction Management	1	LS	$62,500.00	$62,500.00
	Planning	1	LS	$28,691.50	$28,691.50
	Survey and Design	1	LS	$177,195.65	$177,195.65
	SUBTOTAL				$333,387.15
	IV. Eligible Land (some costs are reduced because they are shared with the water line)				
	Easements	1	LS	$50,455.39	$50,455.39
	SUBTOTAL				$50,455.39
	V. Special Studies (SUE and Natural Resourse) (some costs are reduced because they are shared with the water line)				
	Reports	1	LS	$20,124.00	$20,124.00
	SUBTOTAL				$20,124.00

I Underground Utilities	$2,517,205.08
II Miscellaneous	$411,479.39
III Planning	$333,387.15
IV Eligible Land	$50,455.39
V Special Studies	$20,124.00
TOTAL:	$3,332,651.01
10% contingency for Sections I and II GRAND	$292,868.45
TOTAL INCLUDING CONTIGENCY	$3,625,519.45

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Opinion of Probable Cost of Construction-Water main

CITY OF LAKE WALES

S.R. 60 Westerly Expansion - PRELIMINARY CONSTRUCTION COST ESTIMATE - 100% PLANS

xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx

KIMLEY-HORN AND ASSOCIATES, INC.
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CONTRACTOR'S PROPOSAL FORM

Item No.	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	TOTAL
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1051 11224	10" Water Main PVC	300	LF	$43.90	$13,170.00
1050 11223	6" Water Main PVC	50	LF	$60.44	$3,022.00
1050 11324	12" Water Main HDPE	3,100	LF	$48.50	$150,350.00
1051 11324	10" Water Main HDPE	268	LF	$102.58	$27,491.44
1080 11404	12" Gate Valve	50	EA	$2,527.90	$126,395.00
1080 11404	10" Gate Valve	2	EA	$2,527.90	$5,055.80
1080 11304	6" Gate Valve	1	EA	$1,058.62	$1,058.62
0555 13	Directional Bore 10" Water	268	LF	$46.00	$12,328.00
0555 13	Directional Bore 12" Water	3,100	LF	$46.00	$142,600.00
0556 15	12" Jack & Bore Water	320	LF	$323.75	$103,600.00
1050 11515	24" Steel Sleeve	320	LF	$473.62	$151,558.40
1080 11405	Blowoff Valve 12" Water	1	EA	$2,455.39	$2,455.39
1080 11406	Air Release Assembly 12" Water	12	EA	$4,675.22	$56,102.64
1080 11409	Mech Joint Restraints 12" Water	100	EA	$266.44	$26,644.00
1080 11403	Tapping sleeve and valve 12" Water	1	EA	$5,337.90	$5,337.90
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F. Other Options

The no action or no-built alternative would result in delay of the proposed S.R.60 water interconnection between the City and Winter Haven, it would further result in few land use impacts since public water and sewer service would not be extended. Socioeconomically, the City would be adversely impacted by the no action alternative. Underutilized areas along the SR 60 route would likely not be developed to the scale envisioned by the City of Lake Wales. Development would be performed through the use of additional treatment systems and private wells. If the sewer system is not extended, the water system will not be extended either. Under the no-action alternative, there would be no benefit or impact to public safety and emergency services as the public water supply would not be extended into areas that currently have no fire protection. There would be no initial cost for the no action or no-built alternative.

ATTACHMENTS

Alternative Route A
Alternative Route B
Conceptual Overall Route

COMPOSITE EXHIBIT “B”

Parcel 1919

Owners

SAWYERS, STEVEN M. 50%

SAWYERS. BRENDA S. 50%

25' Utility Easement Interest

The Southerly 25 feet of the following described property:
The West 100 feet of the following described property, to-wit: Begin 379 feet south of the NE corner of the East 1/2 of the SW 1/4 of NW 1/4. thence West 462 feet, thence South to the right-of-way of Highway 60, thence Easterly 462 feet, thence North to the Point of Beginning, lying in Section 4, Township 30 South, Range 27 East, Polk County, Florida.

Parcel 1920

Owner

SAWYERS, STEVEN M. 50%
SAWYERS, BRENDA S. 50%

25' Utility Easement Interest

The Southerly 25 feet of the following described property:
Beginning at a point 379.5 feet south of the Northeast corner of the East 1/2 of the Southwest 1/4 of Northwest 1/4 of Section 4, Township 30 South, Range 27 East; thence West 462 feet; thence South to the right-of-way of Highway No. 60; thence East meandering with right-of-way of Highway 60 a distance of 462 feet; thence due North to Point of Beginning, Less and Except the West 100 feet and less road right of ways, Polk County, Florida.

Parcel 1921

Owner

BERG, LEONA OR BERG, RAYMOND A.

25’ Utility Easement Interest

That part of the Northeast 1/4 of Southwest ¼ of the Northwest ¼ of Section 4, Township 30 South, Range 27 East, Polk County, Florida, more particularly described as follows:

Begin at the intersection of the north right of way line of State Road 60 and the west line of the Northeast Quarter of the Southwest Quarter of the Northwest Quarter of Section 4, Township 30 South, Range 27 East, thence North 83°05'02" East a distance of 25.66 feet; thence South 06°54'58" East a distance of 50.00 feet to the Point of Beginning; thence North 83°07'16" East a distance of 68.12 feet; thence North 00°11'00" West a distance of 25.17 feet; thence South 83°07'16" West a distance of 71.07 feet; thence South 06°54'58" East a distance of 25.00 feet to the Point of Beginning.

Parcel 1922

Owner

BERG, LEONA OR BERG, RAYMOND A.

25’ Utility Easement Interest

That part of the Northeast 1/4 of Southwest ¼ of the Northwest ¼ of Section 4, Township 30 South, Range 27 East, Polk County, Florida, more particularly described as follows:

Begin at the intersection of the north right of way line of State Road 60 and the west line of the Northeast Quarter of the Southwest Quarter of the Northwest Quarter of Section 4, Township 30 South, Range 27 East, thence North 83°05'02"

Parcel 1923

Owner

Wright, J. Glenn 50%
Wright, D. Michelle 50%

25’ Utility Easement Interest

The Southerly 25 feet of the following described property:
Lots 10, 11, 12, 13 and 14, lying North of State Road 60 lying in Block 2 of the Inter-Urban Park, Unit 3, according to the plat thereof as recorded in Plat Book 22, Page 13, public records of Polk County, Florida.

East a distance of 25.66 feet; thence South 06°54'58" East a distance of 50.00 feet; thence North 83°07'16" East a distance of 68.12 feet to the Point of Beginning; thence North 00°11'00" West a distance of 25.17 feet; thence North 83°07'16" East a distance of 99.68 feet; thence South 00°11'00" East a distance of 25.17 feet; thence South 83°07'16" West a distance of 99.68 feet to the Point of Beginning.

Parcel 1924

Owner

AJM Capital, LLC

25’ Utility Easement Interest

The Southerly 25 feet of the following described property:
The South 1/2 of Lot 9; All of Lots 10, 11, 12, 13 and 14, lying North of State Road 60; and all of Lot 15; all lying in Block 1 of the Inter-Urban Park, Unit 3, according to the plat thereof as recorded in Plat Book 22, Page 13, public records of Polk County, Florida.

Parcel 1925

Owner

WOODS FINANCIAL MANAGEMENT, INC.

25’ Utility Easement Interest

The Southerly 25 feet of the following described property:
A portion of Tract D of the Replat of that part of Unity No. 1 Inter Urban Park, North of State Road No. 79 (currently State Road 60), according to the map or plat thereof recorded in Plat Book 31, Page 46, public records of Polk County, Florida, more particularly described as follows:

Commence at the NE corner of the SE ¼ of the NW ¼ of Section 4, Township 30 South, Range 27 East, Polk County, Florida, thence run on an assumed bearing of S 89°50’46” W 330.00 feet along the North line of said SE ¼ of the NW ¼; thence S 00°15’01” W 254.15 feet; thence S 89°04’19” W 132.20 feet to the East line of said Tract D and the Point of Beginning; thence continue S 89°04’19” W 68.90 feet; thence S 00°15’01” W 162.35 feet to the South line of said Tract D; thence S 83°20’44” W 75.00 feet along the South line of said Tract D, which is also the North right of way line of State Road Number 60; thence N 65°51’24” W 27.14 feet to the West line of said Tract D; thence N 00°18’47” E 254.71 feet to the NW corner of said Tract D; thence N 89°51’05” E 167.88 feet to the NE corner of said Tract D; thence S 00°14’57” W 96.09 feet along the East line of said Tract D, returning to the Point of Beginning.

Parcel 1926

Owner

B&S LAND DEVELOPMENT, LLC

25' Utility Easement Interest

The Southerly 25 feet of the following described property:
A portion of Tracts D and E of the Replat of that part of Unit No. 1, inter Urban Park, North of State Road No. 79 (State Road 60), according to the map or plat thereof recorded in Plat Book 31, page 46, Public Records of Polk County, Florida, AND a portion of the SE ¼ of the NW ¼ of Section 4, Township 30 South, Range 27 East, Polk County, Florida more particularly described as follows: Commence at the NE corner of said SE ¼ of the NW ¼; thence run on an assumed bearing of S 89°50'46" W 330.00 feet along the North line of said SE ¼ of the NW ¼; thence S 00°15'01" West 254.15 feet to the Point of Beginning; thence S 89°04'19" W 201.10 feet; thence S 00°15'01" W 162.35 feet to the South line of said Tract D, which is also the North right of way line of State Road Number 60; thence N 83°20'44" E 202.52 feet to the SE corner of said Tract E, which is also the intersection of the North right of way line of State Road Number 60 with the West line of the East ¼ of said SE ¼ of the NW ¼; thence continue N 83°20'44" E 110.00 feet along the North right of way line of State Road Number 60; thence N 00°15'01" E 140.00 feet, thence S 83°20'44" W 110.00 feet; thence N 00°15'01" E 2.14 feet, returning to the Point of Beginning.

Parcel 1927

Owner

R & K WELDING & FABRICATION, INC.

25' Utility Easement

The Southerly 25 feet of the following described property:
Begin at the intersection of the North boundary line of the right-of-way of State Road 60 (formerly State Road 79) and the East Boundary line of the SE ¼ of the NW ¼ of Section 4, Township 30 South, Range 27 East and run thence North 140 feet, thence Southwesterly parallel with said right-of-way line of State Road 60 a distance of 222.22 feet, thence South 140 feet to said right-of-way line, thence Northeasterly along said right-of-way line, 222.22 feet to the Point of Beginning.

Parcel 1928

Owner

LANDRETH, DELORES 50%

DEMARIA, DELORES 50%

25’ Utility Easement Interest

The Southerly 25 feet of the following described property:
Begin at a point 175 feet South of the Northwest corner of the SW ¼ of the NE ¼ of Section 4, Township 27 East, Polk County, Florida; run thence East 132 feet; run thence South 89 feet; run thence West 12 feet; run thence South to North right of way line of New Highway No. 60; run thence Southwesterly along said right of way line to a point on the West line of said SW ¼ of the NE 1/4 ; run thence North to the Point of Beginning.

Parcel 1929

Owner

LAMBERT, JOHN W. AND LAMBERT, SUSIE M.

16’ Utility Easement Interest

The Southerly 16 feet of the following described property:
Begin 232 feet East and 150 feet South of the Northwest corner of the SW ¼ of the NE ¼ of Section 4, Township 30 South, Range 27 East, Polk County, Florida, thence West 100 feet, thence South 97 feet, thence West 12 feet, thence South to the Northwesterly right-of-way of State Road 60, thence Northeasterly along said right-of-way 112.78 feet, thence North 180.80 feet to the Point of Beginning.

Parcel 1930

Owner

MONK, BRENT I. 50%

MONK, BETSY L. 50%

5’ Construction Easement Interest

5’ by 104’ Temporary Construction Easement being that part of South Half of the Northeast Quarter North of Highway No. 79 (State Road No. 60) in Section 5, Township 30 South, Range 27 East, Polk County, Florida, more particularly described as follows:

Commence at the southwest corner of the South half of the Northeast Quarter of said Section 5, thence North 89°33'51" East along the south line of said South Half of the Northeast Quarter a distance of 382.41 feet to the northerly right of way line of Highway No. 79 (State Road No. 60) thence continue North 71°32'34" East along said northerly right of way line a distance of 993.04 feet to the Point of Beginning; thence North 18°27'26" West a distance of 5.00 feet; thence North 71°32'34" East a distance of 104.00 feet; thence South 18°27'26" East a distance of 5.00 feet; thence South 71°32'34" West along said northerly right of way line a distance of 104.00 feet; to the Point of Beginning.

Parcel 1931

Owner

DARLENE C. LEVINSON AND DONNA P. MCDANIEL, TRUSTEES OF THE MERCERI, JOAN M. IRREVOCABLE TRUST

25’ Utility Easement Interest

The Southerly 25 feet of the following described property:
The East 100 feet of the West 332 feet of that part of the South ½ of the NE ¼ of Section 4, Township 30 South, Range 27 East, Polk County, Florida, lying between the Old lake Wales-Bartow Road and SR60.

Parcel 1932

Owner

FORD, IRENE

25’ Utility Easement Interest

The Southerly 25 feet of the following described property:
The East 100 feet of the West 432 feet of that portion of the South half of the Northeast ¼ of Section 4, Township 30 South, Range 27 East, Polk County, Florida, Lying between the Old-Bartow-Lake Wales Road and State Road #60, Except the North 160 feet of said tract.

Parcel 1933

Owner

STRAUB, GARY E. 50%

STRUAB, CHERYL R. 50%

15’ Utility Easement Interest

The Southerly 15 feet of the following described property:
The East 100 feet of the West 532 feet, except the North 160 feet thereof of that portion of the South one-half of the Northeast quarter of Section 4, Township 30 South, Range 27 East, Polk County, Florida. Lying North of State Road #60.

Parcel 1934

Owner

CROSBY, MARGARET S. a/k/a MARGARET G. CROSBY

15’ Utility Easement Interest

The Southerly 15 feet of the following described property:
East 95 feet of the West 627 feet of the South 1/2 of Northeast 1/4 in Section 4, Township 30 South, Range 27 East, Polk County, Florida. Lying North of HWY 79 and Less the North 160 feet.

Parcel 1935

Owner

NOLEN M. RYAN; WHITE, TINA DENISE; AND MCMICKIN, CURTIS WAYNE, OR NOLEN, M. RYAN, INDIVIDUALLY

20’ Utility Easement Interest

Point of Beginning; thence North 00°17'20" West a distance of 20.14 feet; thence North 83°03'49" East a distance of 57.67 feet; thence South 06°56'11" East a distance of 20.00 feet; thence South 83°03'49" West a distance of 60.00 feet to the Point of Beginning.

Parcel 1936

Owner

BOURGET, DANIEL D. AND BOURGET, SILVA A., HUSBAND AND WIFE, UNDIVIDED ½ INTEREST

AND

SILVA, RICARDO AND SILVA ELMA, HUSBAND AND WIFE, UNDIVIDED ½ INTEREST

20' Utility Easement Interest

That part of Lot 5 of Oliver Park as recorded in Plat Book 33, page 45, Public Records of Polk County, Florida, more particularly described as follows:

Begin at the northeast corner of Lot 5 of said Oliver Park; thence South 83°03'49" West along south right of way line of State Road 60 a distance of 45.00 feet to the Point of Beginning; thence South 07°00'33" East a distance of 10.00 feet; thence South 82°59'27" West a distance of 41.47 feet; thence South 56°38'58" West a distance of 9.82 feet; thence South 00°04'00" West a distance of 20.66 feet; thence North 89°56'00" West a distance of 10.00 feet to the west line of Lot 5; thence North 00°04'00" East a distance of 26.04 feet; thence North 56°38'58" East a distance of 17.54 feet; thence North 82°59'27" East a distance of 43.81 feet to the Point of Beginning.

Parcel 1937

Owner

LUKER, WILLIAM E.

LUKER, THERESA M.

15' Utility Easement Interest

That part of the West Half of the Southwest quarter of the Northeast Quarter of Section 4, Township 30 South, Range 27 East, Polk County, Florida, lying south of the CSX Railroad more particularly described as follows:

Commence at the Southeast corner of said Section 4; thence run North 00°05'10" East along the east line of said Section 4 a distance of 2667.41; to the south line of said Northeast Quarter; thence South 89°45'00" West along said south line a distance of 2018.96 feet to the Point of Beginning; thence continue South 89°45'00" West along said south line a distance of 15.00 feet; thence North 01°02'16" East a distance of 506.28 feet to the south right of way line of CSX Railroad; thence North 61°06'30" East along said south right of way line a distance of 17.31 feet to the west right of way line of S Airport Road; thence South 01°02'16" West along said west right of way line a distance of 514.58 feet to the Point of Beginning.

Parcel 1938

Owner

AMERICAN GARDEN PERLITE, LLC

15' Utility Easement Interest

That part of the East Half of the Southwest quarter of the Northeast Quarter of Section 4, Township 30 South, Range 27 East, Polk County, Florida, lying south of the CSX Railroad more particularly described as follows:

Commence at the Southeast corner of said Section 4; thence run North 00°05'10" East along the east line of said Section 4 a distance of 2667.41; to the south line of said Southwest Quarter of the Northeast Quarter; thence South 89°45'00" West along said south line a distance of 1988.96 feet to the Point of Beginning; thence North 01°02'16" East along the east right of way line of S Airport Road a distance of 539.47 feet to the south right of way line of CSX Railroad; thence North 61°06'30" East along said south right of way line a distance of 17.31 feet; thence South 01°02'16" West a distance of 539.47 feet to the aforementioned south line of Southwest Quarter of the Northeast Quarter; thence South 89°45'00" West along said south line a distance of 15.00 feet to the Point of Beginning.

Parcel 1939

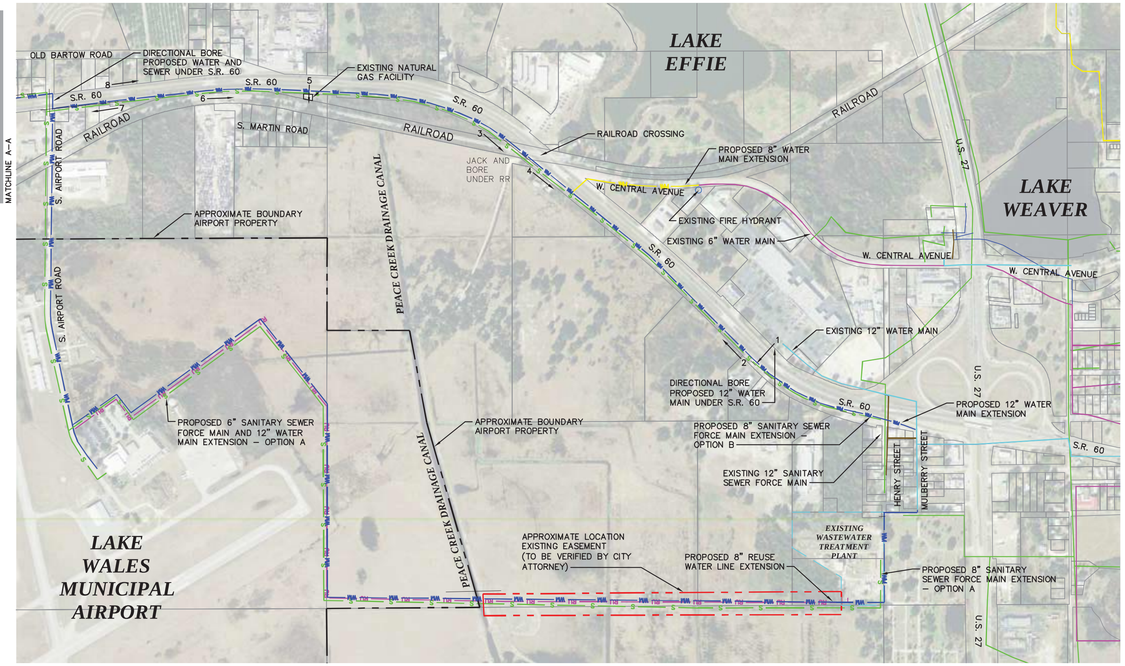
Owner

CITIZENS BANK AND TRUST

15’ Utility Easement Interest

That part of the Southwest ¼ of the Northwest ¼ of Section 4, Township 30 South, Range 27 East, Polk County, Florida, more particularly described as follows:

Begin at the Northeast corner of the Southwest ¼ of the Northwest ¼ of Section 4, Township 30 South, Range 27 East, Polk County, Florida, run thence South 671.63 feet; run thence West 10 feet for a Point of Beginning and the west right of way line of Acuff Road; run thence South 00°07'00" East along said west right of way line a distance of 119.18 feet; thence South 89°53'00" West a distance of 15.00 feet; thence North 00°07'00" West a distance of 104.18 feet; thence South 89°53'00" West a distance of 11.00 feet; thence North 00°07'00" West a distance of 62.41 feet to the south right of way line of SR 60; thence continue along said south right of way line the following (1)South 67°10'18" East a distance of 3.98 feet; (2)thence South 28°38'22" East a distance of 23.74 feet; (3)thence South 00°07'00" East a distance of 25.00 feet to the Point of Beginning.



NORTH

GRAPHIC SCALE IN FEET
0 250 500 1000

PLAN/PROFILE LEGEND
(APPROXIMATE LOCATIONS)

- PROPERTY LINE
- EXISTING EASEMENT
- EXISTING SANITARY SEWER FORCE MAIN
- EXISTING WATER TREATMENT PLANT
- EXISTING 2" WATER MAIN
- EXISTING 4" WATER MAIN
- EXISTING 6" WATER MAIN
- EXISTING 8" WATER MAIN
- EXISTING 12" WATER MAIN
- EXISTING 16" WATER MAIN
- PROPOSED 8" SANITARY SEWER FORCE MAIN (S)
- PROPOSED 8" REUSE WATER MAIN (RU)
- PROPOSED 8" WATER MAIN (WM)
- PROPOSED 12" WATER MAIN (WM)
- PHOTOGRAPH LOCATION (15)

UTILITY PROVIDERS

FLORIDA PUBLIC UTILITIES – GAS
CONTACT: TIM O'CONNOR
863-292-2933
TOCONNOR@CHPK.COM
1705 7th STREET SW
WINTER HAVEN, FL 33880
(MULTIPLE GAS LINES ON BOTH SIDES OF S.R. 60 ROW)

KINDER MORGAN
CONTACT: MARK CLARK
813-781-1718
MARK_CLARK@KINDERMORGAN.COM
2101 GATX DRIVE
TAMPA, FL 33605
(16" PETROLEUM LINE NORTH TO SOUTH ACROSS S.R. 60 600' WEST OF RAILROAD TRACKS)

FLORIDA GAS TRANSMISSION
CONTACT: JOSEPH SANCHEZ
407-808-4607
JOSEPH.E.SANCHEZ@ENERGYTRANSFER.COM
2405 LUCIEN WAY, SUITE #200
MAITLAND, FL 32751
(3.5" AND 6" LINES CROSSING UNDER S.R. 60 APPROX. 150' EAST OF EXISTING NATURAL GAS FACILITY)

COMCAST CABLEVISION
CONTACT: MIRANDA YONHUI
863-402-3043
YONHUI_MIRANDA@CABLE.COMCAST.COM
3010 HERRING AVENUE
SEBRING, FL 33870
(FACILITIES AERIAL ON SOUTH SIDE OF S.R. 60 FROM LAKE WALES TO BARTOW)

VERIZON
CONTACT: CHUCK CZUMAK
941-906-6703
CHUCK.CZUMAK@VERIZON.COM
1701 RINGLING BLVD
SARASOTA, FL 34240
(FACILITIES ON EAST AND WEST SIDE OF RAILROAD TRACKS AT WEST END OF RUN)

CENTURY LINK
CONTACT: KENNETH LUTZ
863-214-1490
KEN.LUTZ@CENTURYLINK.COM
924 MEMORIAL DRIVE AVON PARK, FL 33825
(FIBER OPTIC CABLE RUNNING NORTH TO SOUTH ON EAST SIDE ROW OF U.S. 27)

LEVEL 3 COMMUNICATIONS
CONTACT: RICHARD SIMONTON
407-462-0609
RICHARD.SIMONTON@LEVEL3.COM
(FACILITIES RUNNING NORTH TO SOUTH ON WEST SIDE ROW OF U.S. 27)

DUKE ENERGY
CONTACT: JIM
863-678-4475
(FACILITIES AERIAL ALONG ENTIRE LENGTH OF ROUTE)

This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

No.	REVISIONS	DATE	BY

Kimley»Horn
3675 INNOVATION DRIVE, LAKELAND, FL 33812
PHONE: 863-701-8702 FAX: 863-701-9832
WWW.KIMLEY-HORN.COM

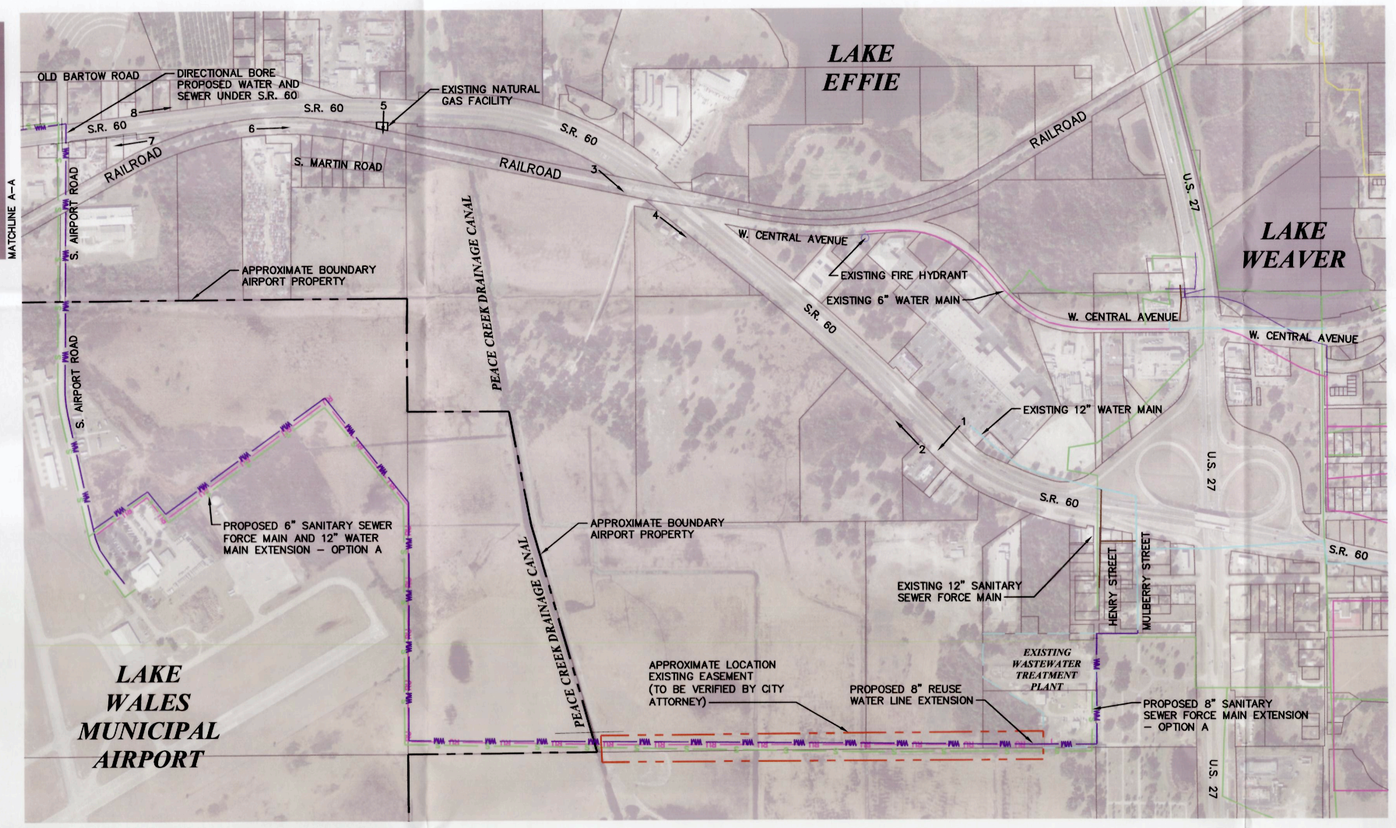
LICENSED PROFESSIONAL:
ELISA H. TURNER, P.E.
FLORIDA LICENSE NUMBER
65710
DATE:

KHA PROJECT 046149023
DATE MAY 21, 2014
SCALE AS SHOWN
DESIGNED BY
DRAWN BY
CHECKED BY

CONCEPTUAL OVERALL ROUTE

STATE ROAD 60 WESTERLY UTILITY EXPANSION
CITY OF LAKE WALES FLORIDA

SHEET NUMBER
1



NORTH

GRAPHIC SCALE IN FEET
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PLAN/PROFILE LEGEND
(APPROXIMATE LOCATIONS)

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- EXISTING EASEMENT
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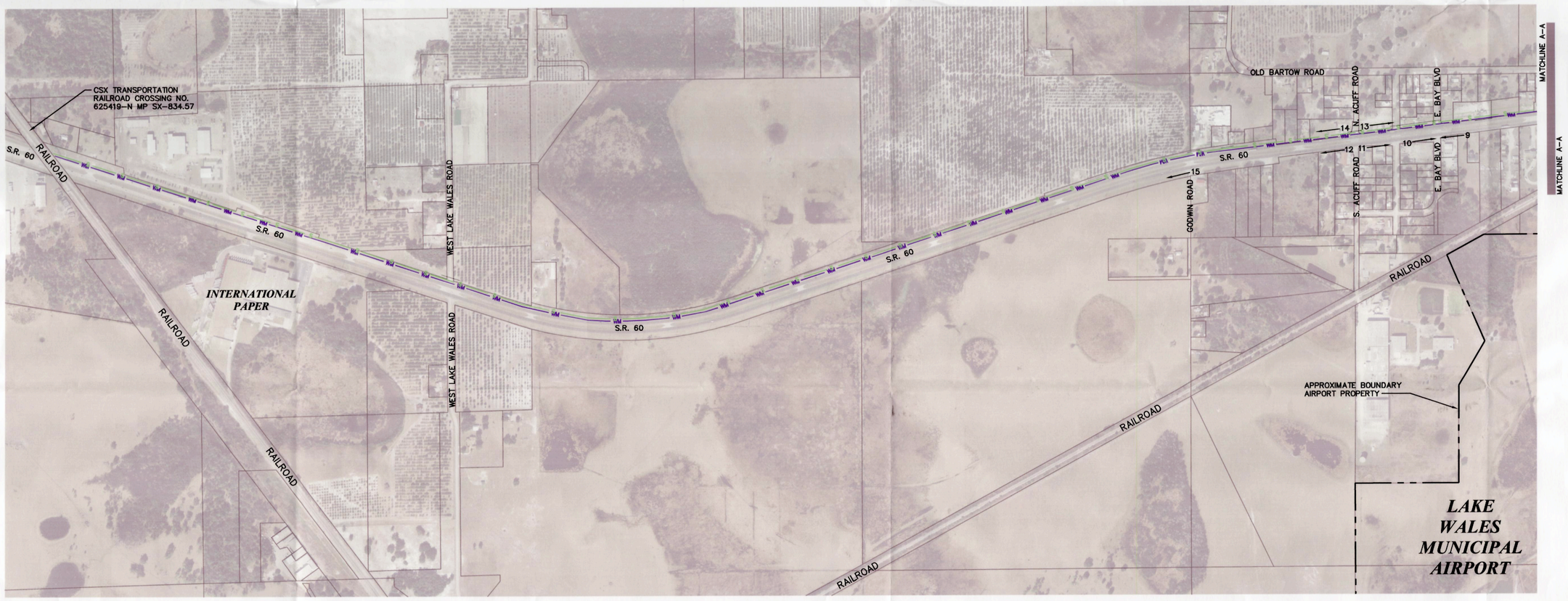

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WWW.KIMLEY-HORN.COM

LICENSED PROFESSIONAL
ELSA H. TURNER, P.E.
FLORIDA LICENSE NUMBER 65710
DATE: _____

KHA PROJECT	046149023
DATE	MAY 21, 2014
SCALE	AS SHOWN
DESIGNED BY	
DRAWN BY	
CHECKED BY	

CONCEPTUAL OVERALL ROUTE

STATE ROAD 60 WESTERLY UTILITY EXPANSION

CITY OF LAKE WALES FLORIDA

SHEET NUMBER
1

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MEMORANDUM

DATE:

TO: Honorable Mayor and City Commission

VIA:

FROM: Kenneth Fields, City Manager

RE: **Polk County Water Cooperative Interlocal Agreement**

SYNOPSIS
The City of Lake Wales has the opportunity to become part of the proposed Polk County Water Cooperative (the "Cooperative" or " If it PCWC") through an inter-local agreement between Polk County and all the municipalities within the County. Being part of the Cooperative will allow the City to access funding from the Southwest Florida Water Management District ("SWFWMD") for future multi-jurisdiction water supply projects.

RECOMMENDATION
That the City enter into the inter-local agreement and become part of the Polk County Water Cooperative.

BACKGROUND
In 2006 the Polk County cities and the County agreed to work together and fund the preparation of the Polk County Water Supply Planning Document. This document would serve as a basis for developing proposed regional solutions to help all cities and the County meet future water supply demands. The first phase included an inventory of all the existing and future water supply sources and facilities, projected population and water supply needs over a 10, 20, and 50 year horizon.

In assessing current water supply sources and projected future demand the Southwest Florida Water Management District (SWFWMD) and the Central Florida Water Initiative (CFWI) has determined that our traditional water supply source, the Upper Floridian Aquifer, will be insufficient to meet future water demand for our region. As a result, Alternative Water Supply (AWS) projects in conjunction with conservation and other initiatives will be needed to meet future water demand and will likely factored into future water use permits for the City.

Due to the expense of AWS projects, the water management district currently provides fifty percent (50%) of the capital cost of a district approved AWS project that is owned and operated by a regional entity (as opposed to an individual City or utility). As a result of this funding requirement as well as the potential impact to future water use permits, the County and the cities identified the need to establish a regional entity to represent our collective interests.

In July of 2015 the City Commission approved an Interlocal Agreement with Polk County for funding the development of the Polk County Regional Water Cooperative. In August of 2015, the City attended a "Water Summit" that additionally addressed the importance and need for creating the Cooperative. Mayor Fultz and the City Manager were appointed to a committee to

work with the representatives from the other cities and the County in crafting the Water Cooperative agreement.

Several committee meetings were held to work through the provisions of the agreement as well as the legal, policy, and administrative concerns of the individual cities. In February of 2016 the Formation Committee gave unanimous approval of the document and recommended that each member government approve the Interlocal Agreement to form the Cooperative.

OTHER OPTIONS

If the City chooses not to become a member of the Cooperative at this time it may join in the future but may be required to pay a share of any costs the Cooperative has incurred prior to its joining. If it does not join the PCWC, the City will not be eligible for any funding from the SWFWMD for any future water supply projects.

FISCAL IMPACT

It is estimated that the City's maximum estimated contribution to the operating costs of the Cooperative will not exceed $7,603 and will likely be much less as most administrative functions will be performed by existing Polk County Utilities staff.

ATTACHMENTS

Polk County Water Cooperative Interlocal Agreement

RESOLUTION 2016-09

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ON BEHALF OF THE CITY OF LAKE WALES AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF LAKE WALES AND POLK COUNTY AND ALL OTHER MUNICIPALITIES WITHIN POLK COUNTY FOR THE CREATION OF THE POLK COUNTY WATER COOPERATIVE.

WHEREAS, the City of Lake Wales, Polk County and all other Municipalities within Polk County hereto mutually recognize the need for entering into an Inter-local Agreement pursuant to Section 163.01, Florida Statutes, to create and establish a separate legal entity, public agency and unit of special purpose local government known as the Polk County Water Cooperative.

NOW, THEREFORE, BE IT RESOLVED by the City Commission of Lake Wales, that:

1. The City Commission approves entering into a Interlocal Agreement with Polk County and other Municipalities within the county for the purpose of creating a Polk County Water Cooperative, and

2. The Mayor is hereby authorized to execute the above referenced Interlocal Agreement on behalf of the City of Lake Wales.

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

_____

Mayor/Commissioner, City of Lake Wales

ATTEST:

_____

City Clerk Clara VanBlargan, MMC

INTERLOCAL AGREEMENT
RELATING TO THE ESTABLISHMENT
OF THE
POLK REGIONAL WATER COOPERATIVE

By and Among

City of Auburndale

City of Bartow

City of Davenport

City of Eagle Lake

City of Fort Meade

City of Frostproof

City of Haines City

Village of Highland Park

City of Lake Alfred

City of Lakeland

City of Lake Wales

City of Mulberry

City of Polk City

City of Winter Haven

Town of Dundee

Town of Lake Hamilton

and

Polk County, a political subdivision of the State of Florida

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Preamble

This Interlocal Agreement provides a mechanism for innovative regional cooperation amongst local governments. This Interlocal Agreement creates the charter for a separate legal entity entitled the Polk Regional Water Cooperative to serve these regional purposes. These regional purposes include developing, recovering, storing and supplying water for county or municipal purpose in such a manner, as will give priority to reducing adverse environmental effects of excessive or improper withdrawals of water from concentrated areas. Capitalized terms used in this preamble shall have the meaning ascribed to those terms in the definitions section of this Interlocal Agreement.

The intent of the Cooperative is to encourage the development of fully integrated robust public water supply systems comprised of diverse sources managed in a manner that take full advantage of Florida intense climatic cycles to ensure reliable, sustainable and drought resistant systems, which maximize the use of Alternative Water Supplies to the greatest extent practicable. This intent will be implemented by having the Cooperative evaluate, plan and implement various Water Projects and coordinate partnerships with other water users (i.e., agriculture, mining, industry and commercial). Whenever practicable and acceptable to the participating Member Governments, the Cooperative will attempt to develop Water Projects that solve multiple water resource problems, as well as provide a source of water to meet public water supply demands. It is anticipated that Approved Water Projects will have multiple benefits to Polk County's economic, social and environmental future. To accomplish these tasks, the Cooperative intends to access Water Management District funds and other private or public funding sources to develop Alternative Water Supplies.

The intent of the Cooperative is that any Water Project developed under this Interlocal Agreement shall not interfere with either the existing water supply facilities or existing consumptive use permits of the Member Governments. This is primarily accomplished by requiring that Water Projects to be approved for inclusion in the Candidate Water Project List by majority vote of a Quorum of the Board of Directors using the Normal Vote Method before the Water Project is approved for implementation. The approval process will greatly diminish the potential for disputes or conflicts amongst local governments, other water users (i.e., agriculture, mining, industry and commercial) and with natural systems. As well, such approval greatly advances the potential success, credibility and efficiency of any Water Project.

The required addition of a Water Project to the Nominated Water Project and Candidate Water Project Lists will not constrain, prohibit or otherwise impede any Member Government executing this Interlocal Agreement or any other party, public or private, from separately or independently undertaking or attempting to implement a Water Project, except that certain Water Projects may only be pursued by Member Governments executing this Interlocal Agreement following notice to the Cooperative.

The intent of the Cooperative is to support the right of the Member Governments to keep their existing permitted allocations and to advocate on behalf of the Member Governments with federal, state, regional or local authorities, including, but not limited to legislative bodies and

executive agencies regarding matters within the scope of the responsibilities assigned to the Cooperative under this Interlocal Agreement.

Accordingly, because of the broad-ranging tasks assigned to the Cooperative and the constraints to the exercise of powers by the Cooperative emanating from the approval process for any Water Project undertaken, the powers and abilities articulated in this Interlocal Agreement are broad and far-reaching. This is done intentionally so that when an Implementation Agreement relative to any single Approved Water Project is achieved, the Cooperative can be the most efficient and effective means to carry out such regional undertakings and objectives.

INTERLOCAL AGREEMENT
RELATING TO THE ESTABLISHMENT OF THE
POLK REGIONAL WATER COOPERATIVE

THIS INTERLOCAL AGREEMENT (the "Interlocal Agreement") is made and entered into as of the Effective Date as hereinafter defined, by and among the City of Auburndale whose address is P.O. Box 186, Auburndale, FL 33823, the City of Bartow whose address is P.O. Box 1069, Bartow, FL 33831, the City of Davenport whose address is P.O. Box 125, Davenport, FL 33836, the City of Eagle Lake whose address is P.O. Box 129, Eagle Lake, FL 33839, the City of Fort Meade whose address is P.O. Box 856, Fort Meade, FL 33841, the City of Frostproof whose address is P.O. Box 308, Frostproof, FL 33843, the City of Haines City whose address is 620 E. Main Street, Haines City, FL 33844, the Village of Highland Park whose address is 151 N. Scenic Highway, Babson Park, FL 33827, the City of Lake Alfred whose address is 120 E Pomelo Street, Lake Alfred, FL 33850, the City of Lakeland whose address is 228 S Massachusetts Ave., Lakeland, FL 33801, the City of Lake Wales whose address is P.O. Box 1320, Lake Wales, FL 33859, the City of Mulberry whose address is P.O. Box 707, Mulberry, FL 33860, the City of Polk City whose address is 123 Broadway Blvd SE, Polk City, FL 33868, the City of Winter Haven whose address is P.O. Box 2277, Winter Haven, FL 33883, the Town of Dundee whose address is P.O. Box 1000, Dundee, FL 33838, the Town of Lake Hamilton whose address is P.O. Box 126, Lake Hamilton, FL 33851 and Polk County ("Polk County"), a charter county and political subdivision of the State of Florida, whose address is P.O. Box 9005, Bartow, Florida 33831, individually also referred to as a "Party" and collectively referred to as the "Parties."

THE PURPOSE of this Interlocal Agreement is to create and establish a separate legal entity, public agency and unit of special purpose local government, pursuant to Section

163.01(7)(g) and 373.713, Florida Statutes, with all of the privileges, benefits, powers and terms provided for herein and by law.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and for other good and valuable consideration each to the other, receipt of which is hereby acknowledged the Parties hereby agree, stipulate and covenant as follows:

ARTICLE I
DEFINITIONS AND CONSTRUCTION

SECTION 1.01. DEFINITIONS. As used in this Interlocal Agreement, the following terms shall have the following meanings unless the context clearly requires otherwise:

"Administrative Expenses" means those costs incurred by the Cooperative in implementing its obligations under the Agreement, which are not otherwise attributable to implementation of an Approved Water Project.

"Alternative Water Supply" or **"AWS"** shall have the meaning for such term provided in Section 373.019(1), Florida Statutes, as the same may be amended from time to time, which at the present time means salt water; brackish surface water and groundwater; surface water captured predominantly during wet-weather flows; sources made available through the addition of new storage capacity for surface or groundwater; water that has been reclaimed after one or more public water supply, municipal, industrial, commercial, or agricultural uses; the downstream augmentation of water bodies with reclaimed water; stormwater; and any water supply source that is designated as nontraditional for a water supply planning region within a Water Management District's regional water supply plan.

"Approved Water Projects List" means the master list of Approved Water Projects, more particularly described in Section 2.10 (A)(3).

"Approved Water Project" means a Water Project that is approved for implementation, under the process of approval more particularly described in Section 2.10 (A)(3).

"Board of Directors" means the governing body of the Cooperative constituted and empowered as provided in Section 2.02, and other provisions of this Interlocal Agreement.

"Candidate Water Projects List" means the master list of Candidate Water Projects, more particularly described in Section 2.10 (A)(2).

"Candidate Water Project" means a Water Project deemed ready for assessment and evaluation for implementation under the process more particularly described in Section 2.10 (A)(2).

"Cooperative" means the Polk Regional Water Cooperative, a separate legal entity created by this Interlocal Agreement and identified in Section 2.01 as the Cooperative.

"Cooperative Facilities" means those constructed Approved Water Project facilities owned, leased, operated, managed or used or contracted for use, in whole or in part by the Cooperative. The term includes the Cooperative's potable and non-potable water resources, re-infiltration, collection, production, pumping, treatment, transmission, distribution and other public facilities, and property of any kind or nature, as they may be modified, improved or expanded from time to time, which are owned, leased, operated, managed and or used or contracted for use, in whole or in part, by the Cooperative to collect, obtain, treat, hold, store, conserve, reuse, share or distribute water. Cooperative Facilities shall include all property, real or personal, tangible or intangible, now or hereafter owned, leased, operated or managed by the Cooperative.

"Cost" when used in connection with a Water Project means (A) the Cooperative's costs of feasibility studies, permitting, design, construction or installation; (B) costs of transfer or

acquisition by or for the Cooperative of such Water Project; (C) costs of land, equipment, fixtures or chattel and interests thereon or therein and the cost of the Cooperative incidental to the transfer or acquisition thereof; (D) the costs of any indemnity and or surety bonds and premiums for insurance during construction or installation; (E) all interest due to be paid on the Obligations relating to any Water Project during the period of acquisition and construction of such Water Project and for periods subsequent to completion of acquisition and construction as the Board of Directors may determine by resolution; (F) engineering, legal and other consulting fees and expenses; (G) costs and expenses of the financing incurred for such Water Project, including without limitation, audits, fees and expenses of any paying agent, registrar, trustee, consultants, attorneys, engineers, financial advisors, credit enhancers or depositories; (H) payments, when due (whether at the maturity of principal or the due date of interest or upon redemption) on any interim or temporary indebtedness incurred for such Water Project; (I) costs of labor, machinery, equipment, supplies and spare parts required by the Cooperative for the commencement of operation of such Water Project or continuation of operation of such Water Project; (J) cost of re-locating existing utility lines, to the extent permitted by law; and (K) any other costs properly attributable to such Water Project or to the issuance of Obligations that finance such Water Project, as determined by generally accepted accounting principles applicable to such Water Project, and may include reimbursement to the Cooperative or a Member Government for any such items of cost advanced, incurred or paid by the Cooperative or a Member Government prior to issuance of the Obligations issued to finance or acquire such Water Project. Additional items of cost may be provided pursuant to the Financing Documents.

"Director" means a member of the Board of Directors and/or Project Board of the Cooperative.

"Effective Date" means the first day of the calendar month following the execution of this Interlocal Agreement by at least five (5) Member Governments (including the County itself) within Polk County representing at least seventy (70%) percent of the projected total demand for public water supply in Polk County for the calendar year 2035, as specified in **Exhibit A** to this Interlocal Agreement and the filing of this Interlocal Agreement with the Clerk of the Circuit Court of Polk County, Florida.

"Financing Documents" means the resolution or resolutions duly adopted by the Cooperative, as well as any indenture of trust, trust agreement, interlocal agreement, loan agreement or other instrument relating to the issuance or security of any Obligations of the Cooperative.

"Funding Agreement" means a contract between the Cooperative and a Water Management District or other financing agency governing, the design, construction, operation, production and funding of any Water Management District sanctioned Water Project.

"General Business of the Cooperative" means all powers, privileges, and duties vested in or imposed on the Cooperative under this Interlocal Agreement, except for those powers, privileges and duties reserved to the Member Governments or a Project Board under this Interlocal Agreement.

"Implementation Agreement" means an agreement entered into by the Cooperative and one or more Member Government and/or other public or private entities to participate in the funding and development of an Approved Water Project, including an interlocal agency created under Section 163.01, Florida Statutes or a public agency (as defined in Section 163.01, Florida Statutes).

"Interlocal Agreement" means this Interlocal Agreement including any amendments and supplements hereto executed and delivered in accordance with the terms hereof.

"Member Government" means a local government that is a member of the Cooperative, admitted to membership pursuant to the terms of this Interlocal Agreement and by binding execution of this Interlocal Agreement.

"Nominated Water Projects List" means the master list of Nominated Water Projects, more particularly described in Section 2.10 (A)(1).

"Nominated Water Project" means a Water Project initially submitted to the Board of Directors for consideration under the process of review more particularly described in Section 2.10 (A)(1).

"Normal Vote Method" means a procedure by which each Director is assigned one vote.

"Obligations" means bonds, obligations or other evidence of indebtedness, including, but not limited to, notes, commercial paper, capital leases or any other obligations of the Cooperative issued or incurred hereunder, or under any general law provisions, and pursuant to the Financing Documents. The term shall also include any lawful obligation committed to by the Cooperative pursuant to agreement including, but not limited to, an interlocal agreement with another governmental body or agency.

"Pledged Funds" means with respect to series of Obligations (A) the revenues, fees, charges, contract revenues, interlocal obligations, grants and or other moneys received by the Cooperative or its designee relating to its ownership or operation of the Cooperative Facilities, or some portion thereof, (B) until applied in accordance with the terms of the Financing Documents, all moneys in the funds, accounts and sub-accounts established thereby, including investments therein, and (C) such other property, assets and moneys of the Cooperative as shall

be pledged pursuant to the Financing Documents; in each case to the extent provided by the Board of Directors and/or Project Board(s), as applicable, pursuant to the Financing Documents. The Pledged Funds pledged to one series of Obligations may be different than the Pledged Funds pledged to other series of Obligations. Pledged Funds shall not include any ad valorem tax revenues or general fund account of the Cooperative.

"Product Water" means the finished water produced by an Approved Water Project to meet the potable water demands of one or more Member Governments, as well as other public or private entities.

"Project Board" means the Board of Directors acting in its capacity as the governing body of the Cooperative responsible for approval, development and implementation of an Approved Water Project and voting under the Weighted Vote Method. A separate Project Board shall be constituted for each Approved Water Project. Any Director whose Member Government is a party to the Implementation Agreement for the specified Approved Water Project is a voting member of the Project Board, and any Director whose Member Government is not a party to the Implementation Agreement for the specified Approved Water Project shall not have a vote and be considered an ex officio member of the Project Board. A Project Board shall be governed by the procedures and policies applicable to the Board of Directors and shall exercise the powers of the Cooperative with regards to the Approved Water Project for which it was constituted, except as otherwise specified in this Interlocal Agreement or the Implementation Agreement for the Approved Water Project, except to the extent the Implementation Agreement conflicts with this Interlocal Agreement, in which case a majority vote of a Quorum of the Board of Directors using the Normal Vote Method shall be required to waive the conflict.

"Quorum" means a majority of voting Directors currently comprising the Board of Directors and/or a Project Board.

"Reclaimed Water" means as that term is defined in Section 373.019(17), Florida Statutes, as may be amended from time to time, which at present means water that has received at least secondary treatment and basic disinfection and is reused after flowing out of a domestic wastewater treatment facility.

"Water Management District" means any one or any combination of the Southwest Florida Water Management District ("SWFWMD"), and/or the South Florida Water Management District ("SFWMD") as the context reasonably requires, which are public corporations of the State of Florida, created and existing pursuant to Chapter 373, Florida Statutes.

"Water Project" means the use, acquisition or transfer of any water collection, holding, storage, pumping, treatment, transmission, distribution, conservation or disposal facility, or system, or any related assets thereof (including real or personal property), or the securing of the right to collect, obtain, hold, store, treat, conserve, reuse, share, distribute or provide water or related service as provided for in one or more Implementation Agreements. The term includes traditional potable water supply projects, AWS potable water supply projects, water system interconnects and water sharing, Water Projects using Reclaimed Water, water conservation projects, water restoration projects, aquifer recharge projects and any other project that makes Product Water available either by offsetting existing or projected water withdrawal impacts or making additional water available for potable Water Projects. The term only includes wholesale and does not include facilities for local distribution. As the context requires, a Water Project may be a Nominated Water Project, a Candidate Water Project, or an Approved Water Project, as

those terms are further defined in this Interlocal Agreement. This term is to be broadly construed so as to include the lawful undertaking that will accrue, or is reasonably expected to accrue, to the benefit or furtherance of the Cooperative Facilities, including joint ventures and acquisitions of partial interests or contractual rights.

"Weighted Vote Method" means with regards to the Board of Directors a procedure by which each Director is assigned one vote for each full 100,000 gallons a day annual average [water delivered by its Member Government for public supply] based on a five (5) year rolling average and with regards to a Project Board a procedure by which each Director is assigned votes based on the amount of water his or her appointing Member Government is legally obligated to take and/or allocated under an Implementation Agreement approved by the Project Board between the Member Government and the Cooperative for the specified Approved Water Project. Under the Weighted Vote Method, any Director, whose Member Government is not party to the Implementation Agreement for the specified Approved Water Project shall not have a vote and shall only be considered an ex officio member of the Project Board.

SECTION 1.02. CONSTRUCTION.

(A) Words importing the singular number shall include the plural in each case and vice versa, and words importing persons shall include firms and corporations. Term "day" shall refer to a calendar day. The terms "herein," "hereunder," "hereby," "hereto," "hereof," and any similar terms, shall refer to this Interlocal Agreement; the term "heretofore" shall mean before the Effective Date of this Interlocal Agreement; and the term "hereafter" shall mean after the Effective Date of this Interlocal Agreement. References to articles and sections shall refer to the provisions of this Interlocal Agreement unless expressly referenced otherwise.

(B) Each recital, covenant, agreement, representation and warranty made by a Party in this Interlocal Agreement shall be deemed to have been material and to have been relied on by

the other Parties to this Interlocal Agreement. All of the Parties have participated in the drafting and preparation of this Interlocal Agreement; and, the Cooperative is the resulting separate legal entity created and established by the authors hereof. The provisions hereof shall not be construed for or against any Party or the Cooperative by reason of authorship.

SECTION 1.03. SECTION HEADINGS. Any headings preceding the text of the several Articles and Sections of this Interlocal Agreement and any table of contents or marginal notes appended to copies hereof shall be solely for convenience of reference and shall neither constitute a part of this Interlocal Agreement nor affect its meaning, construction or effect.

SECTION 1.04. FINDINGS. The Parties find and determine that:

(A) The growth of population and attendant commerce throughout Polk County, Florida have caused the Parties to recognize the need to consider, advance and develop an effective regional approach to the conservation of water and the use, delivery and provision of potable and non-potable water systems, the protection of the environment, and the efficient, innovative, and cooperative use of valuable water resources.

(B) The establishment of the Cooperative demonstrates an appreciation of the comprehensive planning requirements of Chapter 163, Florida Statutes, and the beneficial use policy declarations of Chapter 373, Florida Statutes, which mandate that local governments and Water Management Districts coordinate their plans for future growth with available resources, funding constraints and thoughtful delivery of infrastructure.

(C) It is in the public interest to create a separate legal entity that can carry out Water Projects to provide economies of scale, eliminate duplicative functions and expenditures, and protect the local and regional environment.

(D) There is a need for a separate legal entity to facilitate and promote exceptional water conservation, land use and water restoration practices in order to increase the available water supply in Polk County.

(E) This Interlocal Agreement constitutes a joint exercise of power, privilege or authority by and between the Member Governments and shall be deemed to be an "interlocal agreement" within the meaning of the Florida Interlocal Cooperation Act of 1969, as amended.

(F) This Interlocal Agreement is for the purpose of advancing and cooperatively developing essential public functions and shall be liberally construed to effect the purposes hereof. This Interlocal Agreement shall be deemed to be supplemental to any other powers available by law.

(G) The Cooperative is a regional water supply authority pursuant to Section 373.713, Florida Statutes.

(H) The Parties have and the Cooperative will have upon its formation on the Effective Date of this Interlocal Agreement the power to enter into agreements with each other and to join with each other and other governmental entities in the exercise of common powers.

(I) The Parties each own and operate and will continue to own and operate extensive water distribution systems and treatment facilities within Polk County, Florida.

(J) The Cooperative and each Member Government aspire and expect to cooperate with each other over time to advance regional water supply planning and avoid interference with each Member Government's existing water distribution and treatment facilities, avoid interference with existing consumptive use permits and avoid competition for water supplies. This Interlocal Agreement provides a means and ability to achieve such objectives.

(K) The Cooperative may not exercise any power granted under this Interlocal Agreement within the water service territory of a Member Government so as to interfere with said Member Government's existing water distribution and treatment facilities, existing consumptive use permits or existing water supplies, except with the consent of the Member Government. This provision is supplemental to and shall not be interpreted as limiting the restrictions placed on the Cooperative's exercise of power by Sections 1.04(J), 2.07(D), 2.11(E) and 2.11(F) of the Interlocal Agreement.

ARTICLE II
THE COOPERATIVE

SECTION 2.01. ESTABLISHMENT AND CREATION.

(A) There is hereby created and established the "Polk Regional Water Cooperative" a legal entity and public agency and unit of special purpose government with all of the privileges, benefits, powers and terms provided for herein and by law, including without limitation, Sections 163.01 and 373.713 and Chapter 189, Florida Statutes, whose initial geographic territory includes all of Polk County, Florida, with recognition that the boundaries may be expanded to include other municipalities and counties.

(B) The purpose of the Cooperative shall be to perform such acts as shall be necessary to effectuate the purpose of this Interlocal Agreement, provide for the sound planning, acquisition, development, management, operation, improvement, and maintenance of Water Projects, including all business or associated facilities necessary and incidental thereto, support the right of its Member Governments to keep their existing permitted allocations and otherwise advocate on behalf of its Member Governments with federal, state, regional or local authorities, including, but not limited to legislative bodies and executive agencies regarding matters within the scope of the responsibilities assigned to the Cooperative under this Interlocal Agreement.

(C) Membership in the Cooperative shall initially consist of no less than five local governments (including the County itself) within Polk County, which together constitute at least seventy (70%) percent of the projected total demand for public water supply in the calendar year 2035, as specified in **Exhibit A** to this Interlocal Agreement. Provided, however, that prior to April 30, 2018, any municipality within Polk County that did not sign this Interlocal Agreement before the Effective Date shall be admitted by amendment hereto upon a duly adopted resolution from the governing body of the municipality seeking admission. Said amendment need only be executed by the municipality seeking admission and the Cooperative acting through its Board of Directors. The Cooperative shall not withhold such approval or execution. At any time after April 30, 2018, local governments that did not join within the period specified above or which withdrew from the Cooperative as specified in Section 2.01(C) may be admitted or re-admitted by amendment hereto approved by the Board of Directors; provided however, that only applications for membership submitted during the month of January starting with January 2019 and each year thereafter may be considered by the Cooperative for the year in question.

(D) A Member Government may not withdraw from the Cooperative, if it is a party to an Implementation Agreement or, if it is not a party to an Implementation Agreement, for a period of twenty (20) years following approval of this Interlocal Agreement by the SWFWMD governing board. After twenty (20) years following approval of this Interlocal Agreement by the SWFWMD governing board, a Member Government that is not a party to an Implementation Agreement may withdraw from the Cooperative, if its withdrawal does not cause the membership of the Cooperative to fall below five (5) local governments (including the County itself) within Polk County and sixty-five (65%) percent of the projected total demand for public supply based initially on calendar year 2035, as specified in **Exhibit A** to this Interlocal

Agreement and thereafter based on the annual re-projection of total water demand for public supply within the next twenty (20) years. If Member Government is eligible to withdraw from the Cooperative, it must provide written notice accompanied by a copy of a duly adopted resolution from its governing body. Upon issuance of written notice, the withdrawing Member Government may only participate in decisions pertaining to matters in existence prior to issuance of the notice. Withdrawal shall become effective one hundred eighty (180) days after written notice has been provided in accordance with this section and upon recording of the notice and resolution in the official records of the county in which the Member Government is located. Upon withdrawal, a former Member Government shall have no further rights as a Member Government under this Interlocal Agreement, unless readmitted as a Member Government under this Interlocal Agreement pursuant to Section 2.01(C).

SECTION 2.02. BOARD OF DIRECTORS.

(A) The Board of Directors is responsible for the General Business of the Cooperative. Except where this Interlocal Agreement expressly requires approval of an action by the Member Governments or a Project Board, all powers, privileges, and duties vested in or imposed on the Cooperative shall be exercised and performed by and through the governing body of the Cooperative to be known as the Board of Directors; provided, however, that the exercise of any and all executive, administrative and ministerial powers may be delegated by the Board of Directors.

(B) The Board of Directors shall consist of one Director appointed by each Member Government. A Director may only represent one Member Government. Within forty-five (45) days of the Effective Date, or its later admission by the Cooperative, each Member Government shall provide the Cooperative with a resolution identifying the appointment and term of its primary and alternate Directors.

(C) Each primary and alternate Director shall be at all times a member of the elected body of the Member Government. Each Member Government shall appoint its primary and alternate Directors for a term deemed appropriate by the Member Government, but not less than one (1) year. Each Member Government may remove or replace its primary or alternate Director upon written notice to the Cooperative delivered at least three (3) business days prior to a meeting of the Board of Directors. Reappointments shall be made when necessary to ensure continuous representation of the Member Governments. Appointment to the Board of Directors shall be effective only for so long as the appointing government is a Member Government.

(D) Appointment to the Board of Directors does not implicate dual office prohibitions of Art. II (5)(a), Fla. Const., in that the Cooperative is a separate legal entity, and is not a dependent district as such term is defined in Section 189.012, Florida Statutes, but rather a local unit of a special purpose government created for all purposes set forth in Sections 163.01 and 373.713 and Chapter 189, Florida Statutes.

(E) No later than thirty (30) days following the appointment of the initial primary and alternate Directors by the Member Governments, the Board of Directors shall meet to elect Directors to serve as the chair, vice-chair, secretary, treasurer and such other offices of the Cooperative as created by the Board of Directors, each of whom shall serve for a term of one (1) year and such additional time as may transpire between the completion of one (1) year and October 1. Each officer, including the chair and vice-chair may serve two consecutive one (1) year terms, if re-elected. A Director may not be elected to more than one office on the Board of Directors. The chair shall be rotated at the at the end of each term, so that the vice-chair shall replace the chair, unless the chair is re-elected to a second consecutive one (1) year term and a new vice-chair, secretary and treasurer shall be elected each year. An officer may be removed by

the Board of Directors at any time without cause. If a vacancy occurs in any office (e.g., chair, vice-chair, secretary, treasurer, etc.), the Board of Directors shall elect a Director as a replacement to serve the balance of the unexpired term.

(F) The chair or the vice-chair, in the absence of the chair, shall conduct the meetings of the Board of Directors and perform such other functions as herein provided. The chair or the vice-chair, in the absence of the chair, shall take such actions, and have all such powers and sign all documents on behalf of the Cooperative in furtherance of this Interlocal Agreement or as may be approved by resolution of the Board of Directors adopted at a duly called meeting. In the absence of either the chair or the vice-chair, the secretary shall conduct the meeting of the Board of Directors. In the absence of the chair, vice-chair and secretary, the treasurer shall conduct the meeting of the Board of Directors. In the absence of the chair, vice-chair, treasurer and secretary, the Board of Directors shall elect one of their own to serve as chair pro-tem for that meeting.

(G) The secretary, or the secretary's designee, shall keep minutes of all meetings, proceedings and acts of the Board of Directors, but such minutes need not be verbatim. Copies of all minutes of the meetings of the Board of Directors shall promptly be sent by the secretary, or the secretary's designee, to all Directors and each Member Government. The secretary may also attest to the execution of documents. The Board of Directors may designate one or more persons who are not members of the Board of Directors to act as an assistant secretary for the purpose of attesting to the execution of documents. The secretary and any assistant secretary shall have such other powers as may be approved by resolution of the Board of Directors.

(H) The Board of Directors may appoint a person or entity to act as its executive director having such official title, functions, duties, and powers as the Board of Directors may prescribe. The Board of Directors may appoint a person or entity to act as the general counsel for

the Cooperative. The executive director and general counsel shall each answer directly to the Board of Directors. The executive director or general counsel may be provided by or otherwise be employed or retained by a Member Government, provided, however, that a sitting Director shall not be eligible to serve as executive director, general counsel or any other employee of the Cooperative.

(I) The Board of Directors shall have those administrative duties set forth in this Interlocal Agreement, Sections 163.01 and 373.713 and Chapter 189, Florida Statutes, as the same may be amended from time to time, with the exception of those administrative duties relating to an Approved Water Project, which shall be exercised by the associated Project Board, as specified in Section 2.03. Any certificate, resolution or instrument signed by the chair, vice-chair or such other person as may hereafter be designated and authorized by the Board of Directors shall be evidence of the action of the Cooperative and any such certificate, resolution or other instrument so signed shall be conclusively presumed to be authentic.

(J) Each Director shall serve voluntarily and shall not receive compensation for service. Directors may be reimbursed for expenses as provided in Section 112.061, Florida Statutes, as approved by the Board of Directors, exclusively for travel on Cooperative business, excluding regularly scheduled board meetings.

(K) A Quorum of the Board of Directors shall be necessary for the transaction of business of the Cooperative, except for votes on questions, resolutions, regulations or other decisions within the purview of a Project Board. All decisions of the Board of Directors shall be made as specified in this section. With the exception of a decision to set total Member Government annual contributions in excess of two hundred thousand ($200,000.00) dollars to fund the Cooperative's Administrative Expenses for said year, all decisions of the Board of

Directors shall be made by majority vote of the Quorum of the Board of Directors utilizing the Normal Vote Method. A decision to set total Member Government annual contributions in excess of two hundred thousand ($200,000.00) dollars shall only be made by seventy-five (75%) percent vote of the Quorum of the Board of Directors using the the Weighted Vote Method.

(L) The Board of Directors may adopt bylaws or rules of procedure such as Robert's Rules of Order, governing the election of officers, the conduct of meetings and other business, provided said bylaws or rules of procedure shall not conflict with the terms and conditions of the Interlocal Agreement.

SECTION 2.03. PROJECT BOARD. The Board of Directors sitting as a Project Board govern the implementation of an Approved Project. When the Board of Directors is constituted as a Project Board, it shall function as specified in Section 2.02, with the following exceptions:

(A) All powers, privileges, and duties vested in or imposed on the Cooperative with regards to the approval and implementation of an Approved Water Project shall be exercised and performed by the Board of Directors constituted as a Project Board for that specific Approved Water Project; provided, however, that the exercise of any and all executive, administrative and ministerial powers regarding that specific Approved Water Project may be delegated by the Project Board. Any Director whose Member Government is a party to the Implementation Agreement for the specific Approved Water Project is a voting member of the Project Board; and any Director whose Member Government is not party to the Implementation Agreement for the specific Approved Water Project shall not have a vote and shall be considered an ex officio member of the Project Board.

(B) No later than thirty (30) days following approval of the Implementation Agreement for the Approved Water Project by all the Participating Member Governments, the Project Board shall meet to elect Directors (all of whom are from participating Member Governments) to serve as the chair, vice-chair, secretary, treasurer and such other offices as created by the Project Board, each of whom shall serve for a term of one (1) year and such additional time as may transpire between completion of one (1) year and October 1. Each officer, including the chair and vice-chair may serve two consecutive one (1) year terms, if re-elected. A Director may not be elected to hold more than one office on the Project Board. The chair shall be rotated at the end of each term, so that the vice-chair shall replace the chair, unless the chair is re-elected to a second consecutive one (1) year term and a new vice-chair, secretary and treasurer shall be elected each year. An officer may be removed by the Project Board at any time without cause. If a vacancy occurs in any office (e.g., chair, vice-chair, secretary, treasurer, etc.), the Project Board shall elect a Director as a replacement to serve the balance of the unexpired term.

(C) The chair or the vice-chair, in the absence of the chair, shall conduct the meetings of the Project Board and perform such other functions as herein provided. The chair or vice chair, in the absence of the chair, shall take such actions, and have all such powers and sign all documents on behalf of the Cooperative relating to the specified Approved Water Project that led to creation of the Project Board. In the absence of the chair, vice-chair, treasurer and secretary, the Project Board shall elect one of their own to serve as chair pro-tem for that meeting.

(D) The secretary, or the secretary's designee, shall keep minutes of all meetings, proceedings and acts of the Project Board, but such minutes need not be verbatim. Copies of all minutes of the meetings of the Project Board shall promptly be sent by the secretary, or the secretary's designee, to all Directors and each Member Government. The secretary may also

attest to the execution of documents relating to the specified Approved Water Project that led to creation of the Project Board. The secretary and assistant secretary shall have such other powers as may be approved by resolution of the Project Board.

(E) The Project Board shall have those administrative duties set forth in this Interlocal Agreement, Sections 163.01 and 373.713 and Chapter 189, Florida Statutes, as the same may be amended from time to time only as they relate to the specific Approved Water Project that led to creation of the Project Board. Any certificate, resolution or instrument signed by the chair, vice-chair or such other person as may thereafter be designated and authorized by the Project Board shall be evidence of the action of the Cooperative as it relates to the specific Approved Water Project that led to creation of the Project Board and any such certificate, resolution or other instrument so signed shall be conclusively presumed to be authentic.

(F) A Quorum of the Project Board shall be necessary for the transaction of business of the Cooperative relating to the specific Approved Water Project that led to creation of the Project Board. All decisions of the Project Board relating to the specific Approved Water Project that led to creation of the Project Board shall be made by majority vote of a Quorum of the Project Board using the Weighted Vote Method, unless the Implementation Agreement for the specific Approved Water Project specifies another voting method.

SECTION 2.04. MEETINGS; NOTICE; REGISTERED AGENT AND OFFICE. The Board of Directors shall designate a registered agent and office and hold meetings pursuant to Sections 189.014 and 189.015, Florida Statutes. Regular meetings of the Board of Directors and any Project Board shall be held at least bi-monthly. Special meetings of the Board of Directors may be called by the chair or in his or her absence, the next available officer starting with the vice-chair upon at least three (3) business day notice to the Board of

Directors or by written request of at least a majority of the Member Governments upon at least three (3) business day notice to the other Member Governments and the Board of Directors. Special meetings of a Project Board may be called by the chair or in his or her absence, the next available officer starting with the vice-chair upon at least three (3) business day notice to the Project Board or by written request of at least a majority of the Member Governments, which are parties to the Implementation Agreement for the specific Approved Water Project that led to creation of the Project Board, upon at least three (3) business day notice to the other Member Governments and the Project Board.

SECTION 2.05. REPORTS; BUDGETS; AUDITS. The Cooperative shall prepare and submit reports, budgets and audits as provided in Sections 189.08, 189.015, 189.016, and 218.39, Florida Statutes. The Cooperative's budget shall contain separate cost centers for Administrative Expenses and Water Project Costs. Water Project Costs may be consolidated into one Approved Water Project Cost center, groups of Approved Water Project Cost centers or into separate Approved Water Project Cost centers The Board of Directors shall provide each Member Government with a notice of the Cooperative's intention to adopt the budget along with a copy of the tentative budget no later than thirty days prior to the budget hearing. The Board of Directors shall approve the Administrative Expense portion of the budget by a majority vote of the Quorum using the Normal Vote Method, except that any decision to approve total Member Government annual contributions in excess of two hundred thousand ($200,000.00) dollars shall be by seventy-five (75%) percent vote of the Quorum using the Weighted Vote Method. The Water Project Cost portion of the budget shall be approved by the Project Board(s) by a majority vote of the Quorum using the Weighted Vote Method. If the Water Project Cost portion of the budget is presented as one Approved Water Project cost center, then it must be approved by all

Project Boards. If the Water Project Cost portion of the budget is presented as separate Cost centers representing one or more Approved Water Projects, then each separate Cost center must be approved by the Project Board(s) associated with each Approved Water Project. The Cooperative's duly adopted final budget shall be transmitted to or filed annually with the clerk or other similar official for each Member Government.

SECTION 2.06. COOPERATIVE POWERS, FUNCTIONS AND DUTIES; LIMITATIONS.

(A) The Cooperative shall have all powers to carry out the purposes of this Interlocal Agreement and the functions and duties provided for herein, including the following powers, which shall be in addition to and supplementing any other privileges, benefits and powers granted by this Interlocal Agreement or by law:

(1) to acquire water and water rights, and to develop, store, and transport water, and sell water in the manner provided herein;

(2) to acquire, construct, own, lease, operate, manage, maintain, dispose of, improve and expand the Cooperative Facilities, and to have the exclusive control and jurisdiction thereof;

(3) to acquire, by purchase, gift, devise or otherwise, real property, or any estate, rights and interests therein, including lands under water, littoral rights, and riparian rights; and to acquire, by purchase, gift, devise or otherwise, such personal property as the Cooperative may deem necessary and appropriate in connection with the acquisition, construction, ownership, expansion, improvement, operation and maintenance of the Cooperative Facilities; and to hold and dispose of all real and personal property under its control; the power of eminent domain, to the maximum extent available (except that the power of eminent domain shall not be available to acquire any real property, facility or water or water rights owned or controlled by such Member

Government without the consent of a Member Government, which consent may be withheld for any reason or, with the exception of transmission lines and appurtenant facilities, any real property, facility, water or water rights within the water service territory of a Member Government without the consent of such Member Government, which consent shall not be unreasonably withheld), may be exercised by the Cooperative for the purpose of carrying out this Interlocal Agreement;

(4) to lease, as lessor or lessee, to or from any person, firm, corporation, association, or body, public or private, facilities or properties of any nature for the use of the Cooperative to carry out any of the purposes authorized by this Interlocal Agreement;

(5) to make and execute contracts or other instruments necessary or convenient to the exercise of the powers of the Cooperative, including, but not limited to Implementation Agreements;

(6) to contract with one or more public corporations for the purpose of carrying out any of the powers of the Cooperative and for that purpose to contract with one or more public or private corporations for the purpose of financing acquisitions, construction, and operations;

(7) to contract for the service of engineers, accountants, attorneys and other experts or consultants, and such other agents and employees as the Board of Directors may require or deem appropriate from time to time;

(8) to contract with a Member Government or any private or public entity for the operation and management of any Cooperative Facility;

(9) to establish Member Government annual contributions to fund the Cooperative's Administrative Expenses, provided that each Member Government's annual

contribution shall be in proportion to its annual average potable water use in comparison to the total annual average potable water use by all of the Cooperative's Member Governments for the prior year, but not less than $500 per Member Government;

(10) to collect rates, fees and charges from public or private corporations, the state or its agencies, the federal government or any other entities for the use or provision of Cooperative Facilities or services;

(11) to create a rate stabilization fund(s), as appropriate;

(12) to re-bundle and consolidate Costs for different Approved Water Projects, when appropriate;

(13) to use any lawful means of enforcement available to the Cooperative to require and enforce the performance of any entity or person as required by or in conjunction with any Implementation Agreement or other agreement related to a Water Project;

(14) to adopt by resolution all necessary standards, rules and regulations that provide design and construction specifications and procedures associated with the Cooperative Facilities; the Cooperative may require as condition precedent to the approval of any connection to Cooperative Facilities (a) any infrastructure necessary to serve a particular user, and necessary easements, be approved by and dedicated to the Cooperative, and (b) surety bonds or other guarantees from any user to assure completion of construction in compliance with any standards, rules and regulations adopted by the Cooperative;

(15) to provide water and develop, receive, recover, treat, store, and supply potable and non-potable water on a wholesale or bulk-service basis;

(16) to accomplish construction directly, through contracts, or by letting construction contracts to other entities, whether public or private, for all or any part of the

acquisition, installation or construction of improvements that may comprise Cooperative Facilities in accordance with applicable law and as determined by the Board of Directors or Project Board(s), as applicable;

(17) subject to such provisions and restrictions as may be set forth in Financing Documents, to enter into contracts with the government of the United States or any agency or instrumentality thereof, the State, or with any municipality, county, district, authority, political subdivision, private corporation, partnership, association or individual necessary to effect the purposes of this Interlocal Agreement;

(18) to apply for, receive and accept from any governmental agency, grants, subsidies, or loans or enter any Funding Agreement for or in aid of the planning, acquisition, construction, reconstruction, operation and maintenance, or financing of Cooperative Facilities and improvements, additions or extensions thereto; and to receive and accept aid or contributions or loans from any other source of either money, labor or other things of value, to be held, used and applied only for the purpose for which such grants, contributions or loans may be made;

(19) to work with future development interests and the communities in which such interests may be located to establish future funding mechanisms that employ a partnership approach;

(20) to promote future land use and water management practices and Water Projects to help restore water supply systems, including, but not limited to aquifers, lakes, rivers and springs;

(21) to purchase, assume the ownership, lease, operation, management and or control of any publicly or privately owned water, transmission/distribution, conservation, treatment, or similar facilities of every kind or nature, including the assumption, defeasance or

payment of the financial liabilities associated with such water related facilities, provided, however, that ownership, lease, operation, management and/or control of any Member Government owned water transmission/distribution, conservation, treatment or similar facility of every kind may only occur with the consent of the Member Government;

(22) appoint advisory boards and committees to assist the Board of Directors in the exercise and performance of the powers and duties provided in this Interlocal Agreement;

(23) to adopt and use a seal and authorize use of a facsimile thereof;

(24) to sue and be sued in its own name;

(25) subject to such provisions and restrictions in Financing Documents, to sell or otherwise dispose of the Cooperative Facilities, or any portion thereof, upon such terms as the Board of Directors deems appropriate;

(26) to engage and or employ persons or legal entities and provide such deferred compensation, retirement benefits or other benefits or programs, as the Board of Directors deems appropriate;

(27) to maintain an office or offices at such place or places as the Board of Directors may designate;

(28) to incur debts, liabilities and Obligations, which do not constitute debts, liabilities and Obligations of the Member Governments, unless specifically agreed to by such Member Governments in an Implementation Agreement;

(29) to enter into interest rate swaps, caps, collars, and any other financial instruments for the purpose of hedging or managing interest rates;

(30) exercise all powers in connection with the authorization, issuance and sale of Obligations, as are conferred by Section 163.01(7)(d) and 163.01(7)(g), Florida Statutes, as amended, and any other applicable provisions of law and any other statute hereafter adopted;

(31) to the extent allowed by law and to the extent required to effectuate the purposes of this Interlocal Agreement, to exercise all privileges, immunities and exemptions accorded municipalities and counties of the State under the provisions of the constitution and laws of the State;

(32) to invest its moneys in such investments as directed by the Board of Directors in accordance with State law and that shall be consistent in all instances with the applicable provisions of the Financing Documents;

(33) to purchase such insurance as it deems appropriate;

(34) to periodically develop and update a water supply plan for Polk County, Florida, endeavoring to involve the applicable Water Management District(s) in such planning and to include consolidated water demands, water supply resources and facilities, individual and cooperative water supply projects, regional ground water and distribution system modeling and other information to facilitate cooperative regional planning for water supply and to jointly develop and update the water supply development component of the Water Management District approved regional water supply plan(s), which affects public utilities and public water supply for those areas served by the Cooperative and its Member Governments, as specified in Section 373.709(3), Florida Statutes, as may be amended from time to time;

(35) to advocate on behalf of the Member Governments with federal, state, regional or local authorities, including, but not limited to legislative bodies and executive agencies regarding matters within the scope of the responsibilities assigned to the Cooperative

under this Interlocal Agreement, including, but not limited to supporting the right of the Member Governments to keep their existing permitted allocations;

(36) to help encourage the establishment of appropriate water conservation policies throughout the boundaries of the various Member Governments comprising the Cooperative to ensure the effective use of the water supply;

(37) to help encourage the establishment of land use policies that promote the conservation of water for residential, commercial and industrial uses and landscape in Polk County; and

(38) to do all acts and to exercise all of the powers necessary, convenient, incidental, implied or proper, in connection with any of the powers, duties, obligations or purposes authorized by this Interlocal Agreement or by law.

(B) In exercising the powers conferred by this Interlocal Agreement the Board of Directors and/or Project Board(s) shall act by resolution or motion made and adopted at duly noticed and publicly held meetings in conformance with applicable law.

(C) Unless otherwise expressly required by law, the provisions of Chapter 120, Florida Statutes, shall not apply to the Cooperative.

(D) Nothing herein shall be construed to grant the Cooperative any jurisdiction to set or regulate the services or rates of any governmental utility, except as may be required pursuant to an Implementation Agreement for an Approved Water Project, develop or implement a retail Water Project, acquire or operate Member Government water, wastewater or Reclaimed Water facilities, except with the consent of the Member Government, interfere with existing consumptive use permits or water, wastewater or Reclaimed Water Facilities owned or operated by a Member Government, except with the consent of the Member Government or otherwise

interfere with the autonomy of water, wastewater or Reclaimed Water utilities operated by a Member Government, except with the consent of the Member Government.

(E) In addition to the powers granted the Cooperative hereunder, the Cooperative may issue bonds or other debt instruments for the principal purpose of lending the proceeds thereof to a public or private entity which shall finance or refinance the acquisition and/or construction of water treatment, transmission and/or production facilities, water which may be purchased in whole or in part by the Cooperative or Member Governments. Any bonds or other debt instruments shall be payable in whole or in part by the Cooperative or Member Governments. Any bonds or other debt instrument shall be payable from such sources as determined by the Board of Directors, including, without limitation, payments received by the Cooperative from the private or public entity under a loan or lease agreement.

SECTION 2.07. CREATION OF STATE, COUNTY OR MUNICIPAL DEBTS PROHIBITED. The Cooperative shall not be empowered or authorized in any manner to create a debt, liability or obligation of the State, any county, any municipality, or any other district or authority, including the Member Government, and may not pledge the full faith and credit or taxing power of the State, any county, any municipality or any other district or authority, including the Member Governments. All revenue bonds or debt obligations of the Cooperative shall contain a statement to the effect that they are limited obligations of the Cooperative payable solely from revenues of the Cooperative or the portion thereof expressly pledged thereto for specific Approved Water Projects under their associated Implementation Agreements and that neither the State nor any county, any municipality, or other district or authority, including the Member Governments, except for the revenues of the Member Government pledged thereto, shall be obligated to pay the same or the interest thereon and that neither the full faith and credit

nor the taxing power of the State or of any political subdivision thereof, including the Member Governments, is pledged to the payment of the principal of or the interest on such bonds. The issuance of revenue or refunding bonds under the provisions of law or this Interlocal Agreement shall not directly or indirectly or contingently obligate the State, any county, any municipality, or any district or authority, including the Member Governments, to levy or to pledge any form of taxation whatever therefor or to make any appropriation for their payment.

SECTION 2.08. ADOPTION OF RATES, FEES AND CHARGES; USE OF FUNDS.

(A) The Cooperative shall authorize and adopt by resolution any agreement relating to or schedule of rates, fees or other charges for the use of the services, facilities and products of the Cooperative to be paid by each user that may be connected with or provided service by such Cooperative Facilities. The schedule of rates, fees or other charges shall be approved by the Project Board(s) associated with the Approved Water Projects comprising such Cooperative Facilities. Notwithstanding the foregoing, the Project Board(s) shall have no authority to change the terms and conditions of any Implementation Agreement without the consent of all parties to such agreement.

(B) The Cooperative may establish by resolution schedules of separate rates, fees and charges for individual Cooperative Facilities and/or individual portions of any given Cooperative Facility, provided such rates, fees and charges are consistent with applicable law. The schedule of rates, fees and charges shall be approved by the Project Board(s) associated with the Approved Water Projects comprising the individual Cooperative Facilities and/or individual portions of any given Cooperative Facility.

(C) Such rates, fees and charges shall be adopted and revised so as to provide moneys, which, with other funds available for such purposes, shall be at least sufficient at all times to pay

the expenses of operating, managing, expanding, improving and maintaining the Cooperative Facilities, including renewal and replacement costs and appropriate reserves for such Cooperative Facilities, to pay costs and expenses provided for by law, the Financing Documents, or any applicable interlocal agreements. Notwithstanding any other provision in this Interlocal Agreement, such rates, fees and charges shall always be sufficient to comply fully with any covenants contained in the Financing Documents. The Cooperative shall charge and collect such rates, fees and charges so adopted and revised, and such rates, fees and charges shall not be subject to supervision or regulation by any other commission, board, bureau, agency or other political subdivision of the State.

(D) Such rates, fees and charges for each Cooperative Facility or portion thereof shall be just and equitable for the users in the same class and may be based upon or computed upon any factor (including without limitation, the relative contribution of any participants in the development of the Cooperative Facility) or combination of factors affecting the cost and use of the services, products or facilities furnished to the users of such Cooperative Facility or portion thereof, as may be determined by the Project Board(s). Except as provided in Section 2.08(G), no rates, fees or charges shall be fixed, adopted or revised under the foregoing provisions of this Section 2.08 until after a duly noticed public hearing at which all of the users of the Cooperative Facility affected thereby and all other interested persons shall have an opportunity to be heard concerning the proposed rates, fees or charges. Notice of such public hearing setting forth the proposed schedule or schedules of rates, fees or charges shall be given by one publication in a newspaper of general circulation in the areas affected by such proposed rates, fees or charges at least twenty (20) days before the date fixed in such notice for the public hearing, which may be

adjourned from time to time. After such hearing, the proposed schedule or schedules, either as initially adopted, or as modified or amended, may be finally adopted.

(E) The rates, fees or charges adopted for any class of users served shall be extended to cover any additional users thereafter served within the same class, without the necessity of any further hearing or notice.

(F) The Project Board(s) may appoint the Cooperative executive director, a Director, a committee of Directors, and/or a special master to act as a hearing officer to conduct the public hearing or hearings on its behalf relating to rates, fees and charges. The designated hearing officer shall report to the Project Board(s) findings relating to such public hearing. Only a Project Board may set or revise rates, fees and charges for its associated Approved Water Project.

(G) No public hearing shall be required for adoption of the rates, fees and charges contained in the rate tariff relating thereto previously approved by any governmental entity for facilities transferred to the Cooperative. In the event any rate tariff previously approved by a governmental entity includes a surcharge authorized by Section 180.191, Florida Statutes, or its successor in function, the Cooperative may continue the imposition of any such surcharge provided that the Cooperative incrementally reduces each year thereafter and ultimately discontinues such surcharge within fifteen (15) years of any transfer to the Cooperative.

(H) No subsequent public hearings shall be required to implement a periodic automatic indexing factor after its adoption by the Project Board(s) applicable to the initial or any revised schedule of rates, fees and charges.

(I) Notwithstanding anything in this Interlocal Agreement to the contrary, no public hearing shall be required for adoption by the Cooperative of any agreements, Implementation

Agreements, Funding Agreement, large-user or similar funding or project agreements, or for the issuance of Obligations.

(J) Notwithstanding anything in this Interlocal Agreement to the contrary, the Cooperative may establish a general fund account into which moneys may be deposited from any rates, fees, charges or other revenues identified by the Project Board(s) to be established during the budget approval process. Any moneys deposited to such general fund account shall be considered legally available for any lawful purpose approved by the Board of Directors and/or Project Board(s), as applicable, that furthers the mission of the Cooperative and may not be pledged beyond any fiscal year of the Cooperative.

(K) The imposition or use of rates, fees and charges herein for an Approved Water Project or for those Cooperative Facilities relating to an Approved Water Project shall be the subject of covenants, conditions or contractual provisions in an Implementation Agreement.

SECTION 2.09. BONDS AND OBLIGATIONS.

(A) The Board of Directors and/or the Project Board(s), as applicable, shall have the power and it is hereby authorized to provide pursuant to the Financing Documents for the issuance, at one time or from time to time in one or more series, of Obligations of the Cooperative, or notes in anticipation thereof, payable from Pledged Funds of such Member Governments, for one or more of the following purposes:

(1) paying all or part of the Cost of one or more Approved Water Projects and and/or Cooperative Facilities;

(2) refunding any bonds or other indebtedness of the Cooperative, or paying costs of terminating any interest rate swap, hedge or other financial interest with respect thereto;

(3) assuming or repaying the indebtedness relating to Cooperative Facilities acquired or leased by the Cooperative from a public or private entity, including without limitation, an interlocal agency established under Section 163.01, Florida Statutes or public agency, as defined in Section 163.01, Florida Statutes;

(4) setting aside moneys in a renewal or replacement account;

(5) funding a debt service reserve account;

(6) capitalizing interest on the Obligations;

(7) paying costs of issuance relating to the Obligations; and,

(8) any other purpose relating to this Interlocal Agreement.

(B) The principal of and the interest on each series of Obligations shall be payable from the Pledged Funds, all as determined pursuant to, and to the extent provided in, the Financing Documents. The Cooperative may grant a lien upon and pledge the Pledged Funds in favor of the holders of each series of Obligations in the manner and to the extent provided in the Financing Documents. Such Pledged Funds shall immediately be subject to such lien without any physical delivery thereof and such lien shall be valid and binding as against all parties having claims of any kind in tort, contract or otherwise against the Cooperative.

(C) The Obligations of each series shall be dated, shall bear interest at such rate or rates, shall mature at such time or times not exceeding forty (40) years from their date or dates, may be made redeemable or subject to optional or mandatory tender for purchase before maturity and shall contain or be subject to such terms and conditions, all as shall be determined by the Board of Directors and/or Project Board(s), as applicable, pursuant to the Financing Documents. The Board of Directors and/or Project Board(s), as applicable shall determine the form of the Obligations, the manner of executing such Obligations, and shall fix the denomination of such

Obligations and the place of payment of the principal and interest, which may be at any bank or trust company within or without the State. In case any officer whose signature or facsimile of whose signature shall appear on any Obligations shall cease to be such officer before the delivery of such Obligations, such signature or such facsimile shall nevertheless be valid and sufficient for all purposes the same as if the officer had remained in office until delivery.

(D) The Board of Directors and/or Project Board(s), as applicable, may sell Obligations in such manner and for such price as it may determine to be in the best interest of the Cooperative in accordance with the terms of the Financing Documents. In addition to the Pledged Funds, the Obligations may be secured by such credit enhancement as the Board of Directors and/or Project Board(s), as applicable, determines to be appropriate pursuant to the Financing Documents. The Obligations may be issued as capital appreciation bonds, current interest bonds, term bonds, serial bonds, variable interest rate or fixed interest rate bonds, commercial paper obligations and tax-exempt and taxable bonds or any combination thereof, all as shall be determined pursuant to the Financing Documents.

(E) Prior to the preparation of definitive Obligations of any series, the Board of Directors and/or Project Board(s), as applicable, may issue interim receipts, interim certificates or temporary Obligations, exchangeable for definitive Obligations when such Obligations have been executed and are available for delivery. The Board of Directors and/or Project Board(s), as applicable, may also provide for the replacement of any Obligations that shall become mutilated, or be destroyed or lost. Obligations may be issued without any other proceedings or the happening of any other conditions or things other than those proceedings, conditions or things that are specifically required by this Interlocal Agreement, the Financing Documents or other applicable laws.

(F) The proceeds of any series of Obligations shall be used for such purposes, and shall be disbursed in such manner and under such restrictions, if any, as the Board of Directors and/or Project Board(s), as applicable, may provide pursuant to the Financing Documents.

(G) The Financing Documents may also contain such limitations upon the issuance of additional Obligations as the Board of Directors and/or Project Board(s), as applicable, may deem appropriate, and such additional Obligations shall be issued under such restrictions and limitations as may be proscribed by such Financing Documents. The Financing Documents may contain such provisions and terms in relation to the Obligations, the Pledged Funds and the use and operation of the Water Project or facilities financed thereby as the Board of Directors and/or Project Board(s), as applicable, deems appropriate and that shall not be inconsistent herewith.

(H) Obligations shall not be deemed to constitute a general obligation debt of the Cooperative or a pledge of the faith and credit of the Cooperative, but such Obligations shall be payable solely from the Pledged Funds and any moneys received from the credit enhancers of the Obligations, in accordance with the terms of the Financing Documents. The Obligations shall not constitute a debt, liability or obligation of any Member Government (provided that the foregoing shall not be deemed to relieve any such Member Government of its obligation to pay fees, rates or charges imposed in accordance with the terms hereof) with respect to the Cooperative Facilities. The issuance of Obligations shall not directly or indirectly or contingently obligate the Cooperative or any Member Government to levy or to pledge any form of ad valorem taxation whatsoever therefor. No holder of any such Obligations shall ever have the right to compel any exercise of the ad valorem taxing power on the part of the Cooperative or any Member Government to pay any such Obligations or the interest thereon or the right to enforce payment of such Obligations, or the interest thereon, against any property of the Cooperative, nor shall

such Obligations constitute a charge, lien or encumbrance, legal or equitable, upon any property of the Cooperative, except the Pledged Funds in accordance with the terms of the Financing Documents.

(I) All Pledged Funds shall be deemed to be trust funds, to be held and applied solely as provided in the Financing Documents. Such Pledged Funds may be invested by the Cooperative in such manner as provided in the Financing Documents.

(J) Any holder of Obligations, except to the extent the rights herein given may be restricted by the Financing Documents, may, either at law or in equity, by suit, action, mandamus or other proceeding, protect and enforce any and all rights under the laws of the State or granted hereunder or under the Financing Documents, and may enforce and compel the performance of all agreements or covenants required by this Interlocal Agreement, any applicable Implementation Agreement or by such Financing Documents, to be performed by the Cooperative or by any officer thereof.

(K) The Obligations may be validated, at the sole discretion of the Board of Directors and/or Project Board(s), as applicable, pursuant to Chapter 75, Florida Statutes. Obligations may be issued pursuant to and secured by a resolution of the Board of Directors and/or Project Board(s), as applicable.

(L) In addition to the other provisions and requirements of this Interlocal Agreement, any Financing Documents may contain such provisions as the Board of Directors and/or Project Board(s), as applicable, deems appropriate. To finance an Approved Water Project, the Cooperative is authorized to form a single purpose limited liability corporation or to create a new interlocal agency under Section 163.01, Florida Statutes for the sole purpose of performing with respect to the issuance of obligations, the duties and responsibilities of the Cooperative.

(M) Obligations issued hereunder shall not be invalid for any irregularity or defect in the proceedings for the issuance and sale thereof and shall be incontestable in the hands of bona fide purchasers for value. No proceedings in respect to the issuance of such Obligations shall be necessary except such as are required by law, this Interlocal Agreement or the Financing Documents. The provisions of the Financing Documents shall constitute an irrevocable contract between the Cooperative and the holders of the Obligations issued pursuant to the provisions thereof.

(N) Holders of Obligations shall be considered third party beneficiaries hereunder and may enforce the provisions of this Interlocal Agreement or general purpose law.

(O) The Board of Directors and/or Project Board(s), as applicable, may enter into such interest rate swaps, caps, collars and any financial instruments for the purpose of hedging or managing interest rates, as it deems appropriate.

SECTION 2.10. PLANNING AND DEVELOPMENT OF POTENTIAL WATER PROJECTS; DEVELOPING AND MODIFYING PROJECT LISTS; PURSUIT OF WATER PROJECTS BY MEMBER GOVERNMENTS.

(A) This section sets forth the steps that transpire from nomination of a Water Project to its establishment as part of the Cooperative Facilities.

(1) Step 1. Nominated Water Projects List. A Water Project shall enter the first evaluative step by inclusion in the Nominated Water Projects List. Upon approval by the Board of Directors or upon submittal by a Member Government or a non-Member Government, a Water Project may be included on the Nominated Water Project List. A Water Project will automatically qualify for the Nominated Water Project List upon identification in a Water Management District regional water supply plan as benefitting the Cooperative or its Member Governments. A Nominated Water Project must fall within the Cooperative's responsibilities and must benefit at least one Member Government, even though it can include non-Member

Government participants. A Nominated Water Project may be located within or outside of Polk County. A Nominated Water Project must be submitted to the Board of Directors with sufficient information to allow the Board of Directors to determine if it should be included in the Candidate Water Projects List.

(2) Step 2. Candidate Water Projects List. The Board of Directors may elevate a Nominated Water Project to the Candidate Water Projects List, if it deems that the Nominated Water Project has potential for development according to criteria adopted by the Board of Directors. Once a Nominated Water Project is approved for placement on the Candidate Water Projects List, it becomes a Candidate Water Project and is deemed ready for ranking for assessment and evaluation for potential implementation. The Board of Directors shall periodically (but no less frequently than annually) review and, if necessary, make modifications, additions, and deletions to the Candidate Water Projects List. Additionally, any Member Government may submit to the Cooperative a written proposal to modify, add to, or delete a Candidate Water Projects from the Candidate Water Projects List. The Board of Directors shall decide whether to modify, add to, or delete a Candidate Water Project from the Candidate Water Projects List within sixty (60) days of receipt of the proposal. The Cooperative shall not advance or begin implementation of any Water Project, unless it is first placed on the Candidate Water Project List. Upon placement on the Candidate Water Projects List, one or more Member Governments may enter into an Implementation Agreement for a Candidate Water Project. If an Implementation Agreement for a Candidate Water Project is not entered into by one or more Member Governments within one hundred eighty (180) days after listing on the Candidate Water Project List, then the Candidate Water Project shall be demoted to the Nominated Water Project List. An extension of time of up to another one hundred eighty (180) days to allow Member

Governments to enter into an Implementation Agreement for a Candidate Water Project shall be deemed granted at the request of one or more Member Governments.

(3) Step 3. Approved Water Projects List. The Cooperative shall maintain an Approved Water Projects List, which shall include all Water Projects for which one or more Member Governments have timely entered into an Implementation Agreement and the Implementation Agreement has been approved by the specific Project Board. An Approved Water Project may only be removed from the Approved Water Project List by the associated Project Board.

(4) Step 4. Cooperative Facilities. After an Approved Water Project is constructed pursuant to an Implementation Agreement, it shall be become a Cooperative Facility, if owned, leased, operated, managed or used or contracted for use, in whole or in part by the Cooperative.

(B) The Cooperative shall comply with the provisions of Sections 189.08 and 189.081, Florida Statutes.

(C) Within one (1) year of the creation of the Cooperative, but in no case later than April 30, 2017, the Board of Directors shall decide whether to elevate one or more Nominated Water Projects to the Candidate Water Project List, which in combination will produce at least thirty (30) MGD annual average of Product Water from AWS Water Projects for use by the Member Governments.

(D) A Member Government may independently pursue a potable water AWS Water Project outside of the process described in Section 2.10, provided the Member Government gives the Cooperative at least ninety (90) days written notice of its intent to develop the proposed potable water AWS Water Project and the Cooperative is allowed at least ninety (90) days

following said notice to consider the potable water AWS Water Project for inclusion in the Nominated, Candidate and Approved Project Lists or whether it would recommend the potable water AWS Water Project to the applicable Water Management District for cooperative funding. A Member Government may independently pursue a traditional Water Project and/or a non-potable AWS Water Project without notifying the Cooperative or allowing the Cooperative a period of time to consider the Water Project for inclusion in the Nominated, Candidate and Approved Project Lists.

(E) The Board of Directors may prioritize those Water Projects on the Approved Water Project List that have associated Implementation Agreements for purposes of seeking cooperative funding from a Water Management District.

SECTION 2.11. IMPLEMENTATION OF WATER PROJECTS.

(A) The purpose of an Implementation Agreement is to further an Approved Water Project and potentially lead to its ultimate completion. An Implementation Agreement may only be entered into by the Cooperative and the participating Member and non-Member Governments for development of a Water Project listed on the Candidate Water Project List. An Implementation Agreement shall first be approved by all the participating Member Governments before it is approved by the Cooperative. A decision by the Cooperative to approve an Implementation Agreement shall be made by the associated Project Board. For purposes of this section, the Project Board shall be constituted upon approval of the Implementation Agreement by all the Member Governments participating in the Approved Water Project. Implementation of an Approved Water Project may occur in any lawful manner including without limitation, by the Cooperative, by one or more Member Governments on behalf of the Cooperative, or through contract with any Member Government(s) or any third party, any combination of the foregoing, or any alternative method.

(B) Implementation Agreements shall reasonably detail the scope, nature, implementation and governance of the Water Project, including without limitation (1) the affected resource, areas and utilities involved, (2) anticipated participants, customers or users, (3) anticipated permits and regulatory considerations, (4) a summary description of the capital program, if any, (5) consideration of relevant comprehensive plans, (6) anticipated administrative funding, revenue sources, financing, design, construction and operation responsibilities, (7) compliance with any applicable Funding Agreement(s) and (8) voting by the specific Project Board and (8) allocations of Costs and Product Water.

(C) Full development of Approved Water Projects may require amendments or modifications to Implementation Agreements. Approval by the associated Project Board of such amendments should not be unreasonably withheld.

(D) During the term of any Implementation Agreement in which the Cooperative is proceeding to finance, construct and implement an Approved Water Project, the Member Governments shall cooperate and not compete or interfere with the relevant Approved Water Project.

(E) Any permits applied for by the Cooperative to implement an Approved Water Project shall be filed in the name of the Cooperative and any participating Member Government or non-Member Government persons or entities that are parties to the applicable Implementation Agreement. Said permit applications shall not interfere with existing consumptive use permits or existing water production, treatment and distribution facilities of any Member Government, without the consent of the Member Government. If a Member Government of the Cooperative is not participating in an Approved Water Project, it shall not be responsible either directly or indirectly for compliance with the terms and conditions of the permits for the Water Project nor

shall it be responsible either directly or indirectly for any fines, penalties or damages associated with any permits for the Water Project.

(F) An Implementation Agreement is not binding upon and cannot negatively affect a Member Government that is not participating in the Implementation Agreement for the Approved Water Project either directly or indirectly, and every Implementation Agreement shall so state.

SECTION 2.12. DEFAULT, INSOLVENCY OR BANKRUPTCY OF MEMBER GOVERNMENT PARTICPATING IN AN APPROVED WATER PROJECT.

(A) The default, insolvency or bankruptcy of a Member Government participating in an Approved Water Project shall not financially obligate any other Cooperative Member Government in any manner or form.

(B) In the event a Member Government defaults on its obligations under an Implementation Agreement, fails to pay, when due, the rates, fees or charges adopted by the Cooperative for said Member Government, becomes insolvent or has voluntary or involuntary bankruptcy proceedings instituted against such Member Government or a Member Government becomes unable or fails to meet its obligations to its creditors as they come due, the Cooperative shall thereupon become entitled to seek appointment of a receiver for the revenues of such Member Government's water utility system. In the event a receiver is appointed for the revenues of such Member Government's water utility system in accordance with this section, said receiver shall, subject to orders of the appointing court, have the exclusive right to obtain, collect and deposit or invest all revenues payable to or received by a Member Government from its water customers, to pay to the Cooperative from such revenues all amounts due or becoming due to the Cooperative, and to make payments under the provisions of resolutions or indentures pertaining

to outstanding debt of a Member Government that is secured by the revenues of its water utility system.

(C) The Cooperative's right to seek the appointment of a receiver under this section shall be subordinate to any right to the appointment of a receiver that may be conferred upon the holders of Obligations secured by the revenues of the Member Government's water utility system under this Interlocal Agreement or the applicable Financing Documents. It is acknowledged that the Cooperative's right to receive payments under this Interlocal Agreement and the applicable Implementation Agreement will be treated as an operating cost of the applicable Member Governments and therefore prior to the right of the holders of debt obligations of the Member Government's water utility system. A Member Government shall have the right to contest the appointment of a receiver only in the event that such Member Government is not in default on any payment obligations to the Cooperative under this Interlocal Agreement or the applicable Implementation Agreement at the time of the filing of the Cooperative's petition for appointment of such a receiver. Such Member Government shall be entitled to have the receivership discharged at any time upon demonstration to the court that the Member Government is current in payment of all amounts then due and owing to the Cooperative and is in substantial compliance with the material covenants and conditions of this Interlocal Agreement and the applicable Implementation Agreement.

(D) Sections 2.12(B)-(C) may be modified or superseded by the applicable Implementation Agreement only to the extent that the covenants, conditions or contractual provisions in the Implementation Agreement provide at a minimum the same level of protection to the Cooperative and its Member Governments as provided for in Sections 2.12(B)-(C).

SECTION 2.13. MERGER; DISSOLUTION.

(A) In no event shall a merger involving the Cooperative be permitted unless approved by at least seventy-five (75%) percent vote of the Quorum of the Board of Directors using the Normal Vote Method expressed by resolution of the Board of Directors. The resolution shall revoke, amend or restate the Cooperative's charter in order to accomplish the merger.

(B) Dissolution of the Cooperative shall only occur by law or upon approval by at least seventy-five (75%) percent vote of the Quorum of the Board of Directors using the Normal Vote Method expressed by resolution of the Board of Directors and transfer of title to all property owned by the Cooperative shall occur in a manner consistent with Chapter 189, Florida Statutes, unless (1) the Cooperative is merged into an independent special district, or (2) otherwise provided in a dissolution plan adopted by at least seventy-five (75%) percent vote of the Quorum of the Board of Directors using the Normal Vote Method expressed by resolution of the Board of Directors, or (3) otherwise provided herein.

(C) Any merger or dissolution plan may not become effective unless arrangements have been made for the full assumption of all governmental services and responsibilities then being provided and undertaken by the Cooperative, and the allocation of revenue, property, and indebtedness of the Cooperative. If any Obligations of the Cooperative are outstanding, any merger or dissolution plan shall set forth the arrangements under which holders of outstanding Obligations will be timely paid, or continue to be paid, which arrangements must be consistent with the terms of the outstanding Obligations, any related Financing Documents and any applicable Funding Agreements. Any resolution, agreement, or formal action merging or dissolving the Cooperative must specify an effective date.

(D) In the event the Board of Directors determine by resolution approved by at least a majority vote of the Quorum of the Board of Directors using the Normal Vote Method that

dissolution is necessary, but approval of a dissolution plan by at least seventy-five (75%) percent of the Quorum of the Board of Directors using the Normal Vote Method cannot be obtained after reasonable good faith efforts to do so, then any Member Government is authorized to file such a petition for receivership in a court of competent jurisdiction and seek the appointment of a receiver to resolve and dissolve and wind up the affairs of the Cooperative in a manner generally consistent with the Interlocal Agreement.

SECTION 2.14. ENFORCEMENT AND PENALTIES.

(A) The Board of Directors on behalf of the Cooperative, and any aggrieved Member Government, may have recourse to such remedies in law and equity as may be necessary to ensure compliance with the provisions of this Interlocal Agreement, including injunctive relief to mandate compliance with or enjoin or restrain any person violating the provisions of this Interlocal Agreement and any bylaws, resolutions, regulations, rules, codes, and orders adopted under this Interlocal Agreement.

(B) The Member Governments expressly agree that the consideration, in part, for each of them entering into this Interlocal Agreement is the willingness of each of the others to limit the remedies for all actions arising out of or in connection with this Interlocal Agreement as to the other Member Governments and the Cooperative. Therefore, notwithstanding any provision of this Interlocal Agreement to the contrary, upon any failure by any Party to perform its obligations under this Interlocal Agreement, the Cooperative and each Member Government shall be limited strictly to only the following remedies:

(i) action for specific performance or injunction;

(ii) the right to collect any Costs due hereunder; or

(iii) the right to appointment of a receiver, as specified in Section 2.12.

(C) Notwithstanding anything herein to the contrary, each Member Government, on behalf of itself and its respective successors and assigns, hereby agrees that no Member Government shall be liable to the Cooperative or to any other Member Government(s) for any indirect, special, punitive or consequential damages, including, without limitation, damages based on loss of services, revenues, profits or business opportunities, and all Member Governments hereby waive any and all claims and causes of action hereafter accruing for the recovery of such indirect, special, punitive or consequential damages.

(D) The provisions of Sections 2.12 and 2.14 shall survive the termination of this Interlocal Agreement.

SECTION 2.15. TAX EXEMPTION. As the exercise of the powers conferred by this Interlocal Agreement to effect the purposes of this Interlocal Agreement constitute the performance of essential public functions, and as the Cooperative Facilities and Water Projects of the Cooperative will constitute public property used for public purposes, all assets and properties of the Cooperative and all Obligations issued hereunder and interest paid thereon and all rates, fees, charges, and other revenues derived by the Cooperative from the Water Projects provided for by this Interlocal Agreement or otherwise shall be exempt from all taxes by the state or any political subdivision, agency, or instrumentality thereof, except that this exemption shall not apply to interest earnings, if any, subject to taxation under Chapter 220, Florida Statutes.

ARTICLE III
ADMINISTRATION

SECTION 3.01. INITIAL FUNDING. Upon creation of the Cooperative, the Board of Directors shall determine the initial working capital for the Cooperative and shall establish the initial annual contribution by each Member Government within ninety (90) days of the Effective Date. Each Member Government's initial contribution shall be in proportion to its

annual average water use in comparison to the total annual average water use by the Member Governments during the calendar year preceding the one in which the Cooperative is created. A decision to set total Member Government annual contributions less than two hundred thousand ($200,000.00) dollars shall be made by a majority vote of a Quorum of the Board of Directors using the Normal Vote Method. A decision to set total Member Government annual contributions in excess of two hundred thousand ($200,000.00) dollars shall only be made by a seventy-five (75%) percent vote of a Quorum of the Board of Directors Using the Weighted Vote Method.

SECTION 3.02. STAFFING.

(A) Although the Cooperative may hire, contract or otherwise retain a dedicated staff to administer the Cooperative at any time, the initial staffing and administration of the Cooperative shall be by and through the staff members, employees, consultants, and other professionals of the Member Governments. Polk County shall be deemed the agent of the Cooperative within the scope of authority provided herein until the Board of Directors retains a new agent.

(B) The Cooperative shall periodically, but not more often than monthly, pay and reimburse any Member Government duly authorized to act as the agent for all actual and verifiable costs incurred to implement and administer the Cooperative. Such costs shall include reasonable indirect cost accounting for labor, materials, equipment, facilities, and other resources used in administering the Cooperative. Such expenditures shall be reviewed and approved by the Cooperative. In the event of any dispute concerning any such amounts due, the Cooperative shall pay the agent those amounts not in dispute and promptly seek and submit to a mediated

determination of any disputed costs. The expense of such mediation shall be shared equally between the agent and the Cooperative.

(C) The agent of the Cooperative shall maintain in accordance with generally accepted accounting procedures, and provide for an audit of, such information necessary to report to the Cooperative, not less than annually, the income, expenses, and expenditures associated with the administration and implementation of the Cooperative. Such information shall be timely made available to the Cooperative and its Member Governments as a part of the administration and implementation of the Cooperative.

(D) Subject to the limitations of general law and this Interlocal Agreement, the Cooperative shall indemnify, hold harmless and defend the agent of the Cooperative, designated or appointed pursuant to Section 3.02(A), above, and any of the agent's managers, directors, officers, employees and agents from and against any and all claims, demands and causes of action arising out of or related to any loss, damage, or injury related to the performance by the agent designated or appointed pursuant to Section 3.02(A) and any of the agent's managers, directors, officers employees and agents of its duties and obligations for the Cooperative that are not caused by or result from intentional acts outside of the scope of the agent's authority or negligence of the agent, its managers, directors, officers, employees and agents, or anyone for whom any of them is responsible. The provisions of this Section 3.02 shall not be construed as a waiver of the Cooperative's or any Member Government's sovereign immunity or a waiver of any provision of Section 768.28, Florida Statutes. The provisions of this Section 3.02 shall survive the termination of this Interlocal Agreement.

(E) With regard to staffing the Cooperative, each Member Government retains the right at any time to reassign or terminate any of its officials, staff or employees. Each Member

Government may separately and independently exercise contractual rights associated with its officials, staff, employees, consultants or other professionals, and determine in its sole discretion to use or not use any consultants or other professionals used or employed by the Cooperative. However, each Member Government is encouraged to provide reasonable informal notice to the Cooperative of significant staffing determinations that may affect the administration of the Cooperative or any Water Project.

SECTION 3.03. CONFLICTS; WAIVERS. Because of the proximity of the Member Governments and the similarity of their utilities endeavors, consultants and other professionals they individually engage or employ may seek to also provide services to the Cooperative. Therefore, from time to time, such consultants and professionals may seek conflict waivers from Member Governments or the Cooperative. Such requests for waivers should be promptly requested with relevant information necessary for an informed decision and then be promptly considered.

ARTICLE IV
GENERAL PROVISIONS

SECTION 4.01. TERM OF AGREEMENT.

(A) The term of this Interlocal Agreement shall commence on the Effective Date, and shall continue for so long as the Cooperative shall exist.

(B) The Cooperative shall exist unless dissolved or merged as specified in Section 2.13.

SECTION 4.02. AMENDMENTS AND WAIVERS.

(A) Except as otherwise provided herein, no amendment, supplement, modification or waiver of this Interlocal Agreement shall be binding unless approved by the unanimous consent of the Member Governments.

(B) To the extent the Cooperative has outstanding Obligations, this Interlocal Agreement may not be amended or modified in any way that is materially adverse to holders of such Obligations without the consent in writing of the holders of a majority or more in principal amount of such Obligations then outstanding, or any insurer or credit enhancer duly authorized to provide such consent on behalf of such holders.

SECTION 4.03. NOTICES.

(A) All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when hand delivered or mailed by registered or certified mail, postage prepaid, or sent by nationally recognized overnight courier (with delivery instructions for "next business day" service) to the Parties at the following addresses:

City of Auburndale
City Manager
P.O. Box 186
Auburndale, Florida 33823
863-965-5530

City of Bartow
City Manager
P.O. Box 1069
Bartow, Florida 33831
863-534-0100

City of Davenport
City Manager
P.O. Box 125
Davenport, Florida 33836
863-419-3300

City of Eagle Lake
City Manager
P.O. Box 129
Eagle Lake, Florida 33839
863-293-4141

City of Fort Meade
City Manager
P. O. 856
Fort Meade, Florida 33841
863-285-1100

City of Frostproof
City Manager
P.O. Box 308
Frostproof, Florida 33843
863-635-7855

City of Haines City
City Manager
620 E Main Street
Haines City, Florida 33844
863-421-3600

Village of Highland Park
City Manager
151 N. Scenic Highway
Babson Park, FL 33827

City of Lake Alfred
City Manager
155 E Pomelo Street
Lake Alfred, Florida 33850
863-291-5270

City of Lakeland
City Manager
228 S Massachusetts Ave
Lakeland, Florida 33801
863-834-6000

City of Lake Wales
City Manager
P. O. Box 1320
Lake Wales, Florida 33859
863-678-4182

City of Mulberry
City Manager
P.O. Box 707
Mulberry, Florida 33860
863-425-1125

City of Polk City
City Manager
123 Broadway SE
Polk City, Florida 33868
863-984-1375

City of Winter Haven
City Manager
P. O. Box 2277
Winter Haven, Florida 33883
863-291-5600

Town of Dundee
Town Manager
P.O. Box 1000
Dundee, Florida 33838
863-438-8330

Town of Lake Hamilton
Town Manager
P.O. Box 126
Lake Hamilton, Florida 33851
863-439-1910

Polk County
County Manager
Drawer CA01/P.O. Box 9005
Bartow, Florida 33831
Phone: 863-534-6444

(B) All notices shall also be sent to the Cooperative, to the attention of its executive director, with a separate copy to its general counsel.

(C) Any Member Government, and the Cooperative, may, by notice in writing given to the others, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent. Any notice shall be deemed given on the date such notice is delivered by hand (or facsimile transmission) or three (3) days after the date mailed.

SECTION 4.04. IMMUNITY; LIMITED LIABILITY.

(A) All of the privileges and immunities from liability and exemptions from laws, ordinances and rules that apply to the activity of officials, officers, agents or employees of the Member Governments shall apply to the Cooperative, its officials, officers, agents or employees and any Member Governments when performing their respective functions and duties under the provisions of this Interlocal Agreement.

(B) The Cooperative and Member Governments are and shall be subject to Sections 768.28 and 163.01(9)(c), Florida Statutes, and any other provisions of Florida law governing sovereign immunity and notwithstanding any provision of this Interlocal Agreement to the contrary, nothing herein shall be deemed a waiver of sovereign immunity. Pursuant to Section 163.01(5)(o), Florida Statutes, Member Governments shall not be jointly or individually liable for the torts of the officers or employees of the Cooperative, or any other tort attributable to the Cooperative; the Cooperative alone shall be liable for any torts attributable to it or for torts of its officers, employees or agents, and then only to the extent of the waiver of sovereign immunity or limitation of liability as specified in Section 768.28, Florida Statutes, or its successor in function.

(C) No Member Government shall in any manner be obligated to pay any debts, obligations or liabilities arising as a result of any actions of the Cooperative, the Board of Directors or any other agents, employees, officers or officials of the Cooperative, except to the extent otherwise mutually agreed upon, and neither the Cooperative, the Board of Directors, Project Board(s) or any other agents, employees, officers or officials of the Cooperative have any authority or power to otherwise obligate any Member Government in any manner.

SECTION 4.05. SEVERABILITY. In the event any provision of this Interlocal Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

SECTION 4.06. EXECUTION IN COUNTERPARTS. This Interlocal Agreement, or a resolution required hereunder, 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 4.07. APPLICABLE LAW. This Interlocal Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Unless otherwise required by law, venue for any action or proceeding to construe or enforce the provisions of this Interlocal Agreement or any matters associated therewith shall lie in the Circuit Court in and for Polk County, Florida in which this Interlocal Agreement is recorded and which the Cooperative is authorized and in fact is engaged in business.

SECTION 4.08. ENTIRE AGREEMENT. This Interlocal Agreement constitutes the entire agreement among the parties pertaining to the subject matter hereof, and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions of the Parties, whether oral or written, and there are no warranties, representations or other agreements among the Parties in connection with the subject matter hereof, except as specifically set forth herein.

SECTION 4.09. FILING. This Interlocal Agreement and any amendment thereto shall be recorded in the public records of Polk County Florida.

IN WITNESS WHEREOF, the undersigned has caused this Interlocal Agreement Relating to the Establishment of the Polk Regional Water Cooperative shall be filed with the Clerk of the Circuit Court of Polk County, Florida, prior to taking effect.

CITY COMMISSION OF THE
CITY OF AUBURNDALE, FLORIDA

By: _____
Tim Pospichal, Mayor

Date: _____

ATTEST:

By: _____
Shirley Lowrance, City Clerk

IN WITNESS WHEREOF, the undersigned has caused this Interlocal Agreement Relating to the Establishment of the Water Cooperative of Polk County to be duly executed and entered into as of the Effective Date.

CITY COMMISSION OF THE
CITY OF BARTOW, FLORIDA

By: _____
J. Adrian Jackson, Mayor

Date: _____

ATTEST:

By: _____
Jacqueline Poole, City Clerk

IN WITNESS WHEREOF, the undersigned has caused this Interlocal Agreement Relating to the Establishment of the Water Cooperative of Polk County to be duly executed and entered into as of the Effective Date.

CITY COMMISSION OF THE
CITY OF DAVENPORT, FLORIDA

By: _____
Darlene Bradley, Mayor

Date: _____

ATTEST:

By: _____
Rachel Castillo, City Clerk

IN WITNESS WHEREOF, the undersigned has caused this Interlocal Agreement Relating to the Establishment of the Water Cooperative of Polk County to be duly executed and entered into as of the Effective Date.

CITY COMMISSION OF THE
CITY OF EAGLE LAKE, FLORIDA

By: _____
Suzy Wilson, Mayor

Date: _____

ATTEST:

By: _____
Dawn Wright, City Clerk

IN WITNESS WHEREOF, the undersigned has caused this Interlocal Agreement Relating to the Establishment of the Water Cooperative of Polk County to be duly executed and entered into as of the Effective Date.

CITY COMMISSION OF THE
CITY OF FT. MEADE, FLORIDA

By: _____
Maurice Nelson, Mayor

Date: _____

ATTEST:

By: _____
Melissa Newman, City Clerk

IN WITNESS WHEREOF, the undersigned has caused this Interlocal Agreement Relating to the Establishment of the Water Cooperative of Polk County to be duly executed and entered into as of the Effective Date.

CITY COUNCIL OF THE
CITY OF FROSTPROOF, FLORIDA

By: _____
Ralph Waters, Mayor

Date: _____

ATTEST:

By: _____
Nicole McDowell, City Clerk

IN WITNESS WHEREOF, the undersigned has caused this Interlocal Agreement Relating to the Establishment of the Water Cooperative of Polk County to be duly executed and entered into as of the Effective Date.

CITY COMMISSION OF THE
CITY OF HAINES CITY, FLORIDA

By: _____
Kenneth Kipp, Mayor

Date: _____

ATTEST:

By: _____
Linda Bourgeois, City Clerk

IN WITNESS WHEREOF, the undersigned has caused this Interlocal Agreement Relating to the Establishment of the Water Cooperative of Polk County to be duly executed and entered into as of the Effective Date.

CITY COMMISSION OF THE
CITY OF LAKE ALFRED, FLORIDA

By: _____
Charles Lake, Mayor

Date: _____

ATTEST:

By: _____
Amee Bailey, City Clerk

APPROVED AS TO FORM AND CORRECTNESS:

_____
Frederick J. ("John") Murphy, Jr., City Attorney

IN WITNESS WHEREOF, the undersigned has caused this Interlocal Agreement Relating to the Establishment of the Water Cooperative of Polk County to be duly executed and entered into as of the Effective Date.

CITY COMMISSION OF THE
CITY OF LAKELAND, FLORIDA

By: _____
R. Howard Wiggs, Mayor

Date: _____

ATTEST:

By: _____
Kelly Koos, City Clerk

APPROVED AS TO FORM AND CORRECTNESS:

_____
Timothy J. McCausland, City Attorney

IN WITNESS WHEREOF, the undersigned has caused this Interlocal Agreement Relating to the Establishment of the Water Cooperative of Polk County to be duly executed and entered into as of the Effective Date.

CITY COMMISSION OF THE
CITY OF LAKE WALES, FLORIDA

By: _____
Eugene Fultz, Mayor

Date: _____

ATTEST:

By: _____
Clara VanBlargan, City Clerk

APPROVED AS TO FORM AND CORRECTNESS:

_____
Albert C. Galloway, Jr., City Attorney

IN WITNESS WHEREOF, the undersigned has caused this Interlocal Agreement Relating to the Establishment of the Water Cooperative of Polk County to be duly executed and entered into as of the Effective Date.

CITY COMMISSION OF THE
CITY OF MULBERRY, FLORIDA

By: _____
George H. Hatch, Mayor

Date: _____

ATTEST:

By: _____
Sharon Lauther, City Clerk

IN WITNESS WHEREOF, the undersigned has caused this Interlocal Agreement Relating to the Establishment of the Water Cooperative of Polk County to be duly executed and entered into as of the Effective Date.

CITY COMMISSION OF THE
CITY OF POLK CITY, FLORIDA

By: _____
Joe LaCascia, Mayor

Date: _____

ATTEST:

By: _____
Patricia Jackson, City Clerk

IN WITNESS WHEREOF, the undersigned has caused this Interlocal Agreement Relating to the Establishment of the Water Cooperative of Polk County to be duly executed and entered into as of the Effective Date.

CITY COMMISSION OF THE
CITY OF WINTER HAVEN, FLORIDA

By: _____
Brad Datnzler, Mayor

Date: _____

ATTEST:

By: _____
Vanessa Castillo, City Clerk

APPROVED AS TO FORM AND CORRECTNESS:

_____
Frederick J. ("John") Murphy, Jr., City Attorney

IN WITNESS WHEREOF, the undersigned has caused this Interlocal Agreement Relating to the Establishment of the Water Cooperative of Polk County to be duly executed and entered into as of the Effective Date.

TOWN COMMISSION OF THE
TOWN OF DUNDEE, FLORIDA

By: _____
Sam Pennant, Mayor

Date: _____

ATTEST:

By: _____
Deena Ware, Town Clerk

APPROVED AS TO FORM AND CORRECTNESS:

_____
Frederick J. ("John") Murphy, Jr., City Attorney

IN WITNESS WHEREOF, the undersigned has caused this Interlocal Agreement Relating to the Establishment of the Water Cooperative of Polk County to be duly executed and entered into as of the Effective Date.

TOWN COUNCIL OF THE
TOWN OF LAKE HAMILTON, FLORIDA

By: _____
Marlene M. Wagner, Mayor

Date: _____

ATTEST:

By: _____
Sara Irvine, Town Clerk

IN WITNESS WHEREOF, the undersigned has caused this Interlocal Agreement Relating to the Establishment of the Water Cooperative of Polk County to be duly executed and entered into as of the Effective Date.

VILLAGE COMMISSION OF THE
VILLAGE OF HIGHLAND PARK, FLORIDA

By: _____
Mark H. Smith, Mayor

Date: _____

ATTEST:

By: _____
Maggie E. Taylor, Village Clerk

APPROVED AS TO FORM AND CORRECTNESS:

_____
Albert C. Galloway, Jr., Village Attorney

IN WITNESS WHEREOF, the undersigned has caused this Interlocal Agreement Relating to the Establishment of the Water Cooperative of Polk County to be duly executed and entered into as of the Effective Date.

BOARD OF COUNTY COMMISSIONERS
POLK COUNTY, FLORIDA

By: _____
John Hall, Chairman

Date: _____

ATTEST:

By: _____
Stacy M. Butterfield, Clerk of Courts

EXHIBIT A

POLK COUNTY 2035 WATER DEMAND

ENTITY	ANNUAL AVERAGE DEMAND (MGD)
City of Bartow	6.58
City of Fort Meade	1.00
Town of Lake Hamilton	0.32
City of Winter Haven	15.31
City of Lake Wales	4.93
City of Lakeland	36.34
City of Davenport	1.16
City of Frostproof	0.83
Town of Dundee	1.64
City of Mulberry	0.77
City of Lake Alfred	1.82
City of Eagle Lake	0.95
City of Auburndale	8.11
City of Polk City	1.13
City of Haines City	6.56
Polk County	31.39
Total Demand	**118.84**

MEMORANDUM

March 2, 2016

TO: Honorable Mayor and City Commission

VIA: Kenneth Fields, City Manager

FROM: Clara VanBlargan, City Clerk, MMC

RE: Appointment – Planning & Zoning Board; Police Officers' Retirement Board, 5th Seat Member

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.

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: 1 vacancy, must reside in or own real property in the City

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 – 07/01/16, 2
	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 – 07/01/16, 1
	Vacant	- 07/01/19, P + 1

Applying for Appointment: Matthew L. Cain, property owner in City
Curtis Gibson, resident

Both Matthew Cain and Curtis Gibson have been interviewed by the Planning & Zoning Board chairman and the Planning & Development Director and they have recommended that the Commission appoint Matthew Cain to serve in the vacant position. This appointment is for a partial term expiring 7/1/16 and a regular three-year term expiring 7/1/2019.

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

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 <u>are</u> required to file an annual Form 1, Statement of Financial Interests
- Current Vacancies: 5th Trustee Member, expired term

Current Members:	Joe Elrodm 5th Trustee	- 09/30/19, P+1
	Robert Plummer, resident	04/17/12 - 09/30/18
	Anthony Elrod, resident	04/01/14 - 09/30/18
	Joseph VanBlarcom, police officer	09/16/14 - 09/30/18
	William Raebig, police officer	05/05/14 - 09/30/18

Applying for appointment: Joe Elrod

Appointment: As a ministerial duty, the City Commission appoints the fifth trustee member. Joe Elrod was appointed by the Police Officers' Pension Board on January 25, 2016 to serve as the "fifth trustee" member for a four year term expiring on 09/30/19.

Current Meetings – Quarterly @ 4p.m.; Fire Department meeting room

OPTIONS

The City Commission appoints the 5th Trustee member as a ministerial duty.

FISCAL IMPACT

These are volunteer citizen boards.

ATTACHMENTS
Applications
Planning & Zoning Board Recommendation
Memo from Police Officers' Retirement 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: Planning Board

Applying for:
- ☐ reappointment
- ☒ new appointment

City Resident? Yes Full-time ☐ Yes Part-time ☐ No ☒

Registered Voter? Yes, Florida ☒ Yes, Other ☐ No ☐

City Business Tax? Yes ☒ No ☐

Own Property in City? Yes ☒ No ☐

Name: Matthew L Cain

Home Address: 3321 Harbor Beach Dr., LW, FL

Home Phone: 863-638-3055

Business Address: 116 S. Tennessee Ave, Ste 201, Lkland

Business Phone: 863-676-2600

Employer: Grindley Williams Engineering

Occupation/Type of Business: Geologist / Engineering

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: 331 S 1st St, LW; 305 S Wetmore Ave, LW

Special knowledge or experience applicable to function of board/commission/committee: Previous served on Board of Professional Geologists; Lake Wales YMCA, Lake Wales Little League. Current LWHS Booster Club President.

Other community involvement: Past volunteer coach - Lake Wales Little League
- Bak Academy

Member - Church of the Good Shepherd
- YMCA
- LWHS Booster Club

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.

MLC
applicant initials

Have you ever been convicted of a felony? ☐ Yes ☒ No

If yes, please explain on separate paper and attach to application.

Matthew Cain
applicant signature

3-7-16
date

List 3 references who reside in the city:

name	phone
Keith Wadsworth	676-7611
Chad Barnhardt	528-4876
Paige Turner	528-6315

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: sinkhole.expert@yahoo.com

Contact City Clerk's Office to schedule appointment with board chairman and board support staff.

(0037) 5/08

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: Planning and Zoning Board

Applying for:
- [ ] reappointment
- [X] new appointment

	Yes Full-time	Yes Part-time	No
City Resident?	[X]	[ ]	[ ]
Registered Voter?	[X]	[ ]	[ ]

	Yes	No
City Business Tax?	[ ]	[X]
Own Property in City?	[ ]	[X]

Name: Curtis Gibson

Home Address: 5104 Carillon Place Lake Wales, FL. 33898

Home Phone: 863-632-6700

Business Address:

Business Phone: 863-589-2173

Employer: Wal-Mart

Occupation/Type of Business: Asset Protection

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

I have been involved in Planning ~~and~~ of large, and small business, basically in management. The businesses that I was involved in had many daily interactions with city government. I was directly involved with planning, and zoning of business, and concept changes that was directly related to the local city, and business, as we interacted for the benefit of the city, and commerce.

Other community involvement

- Active member of Impact Church.
- Coach of several youth sports throughout Lake Wales
- Active Volunteer of Korner Stone Kids.
- Youth Activities coordinator, Lake Wales Steelers.
- mentor to trouble youth.

Fla. Statute 760.80 requires the City of Lake Wales to maintain and report the following information:

Race/Ethnicity
- African-American [X]
- Asian-American [ ]
- Hispanic-American [ ]
- Native-American [ ]
- Caucasian [ ]

Gender: Male [X] Female [ ]

Physically Disabled? Yes [ ] No [X]

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.

CG
applicant initials

Have you ever been convicted of a felony? [ ] Yes [X] No

If yes, please explain on separate paper and attach to application.

applicant signature

4/9/2015
date

List 3 references who reside in the city:

name	phone
Bob Woods	727-495-1184
Ralph Copeland	863-632-1066
Joe Swanson	863-215-5587

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: CurtisGibson863@gmail.com

MEMORANDUM

March 8, 2016

TO: Clara Van Blargan, City Clerk

FROM: Kathy Bangley, Director of Planning and Development

RE: Recommendation - Appointment of Mr. Matt Cain to Planning and Zoning Board

The Chairman of the Planning and Zoning Board, Charlene Bennett, and I recommend appointment of Matt Cain to fill the vacant position on the board.

The recommendation is based on an interview held on March 7th in accordance with sec. 2-26 (5) of the Lake Wales Code of Ordinances.

The duties and responsibilities of board members were reviewed. Mr. Cain expressed an interest in serving the community and an understanding of the board's charge.

Mr. Curtis Gibson has requested being reconsidered for appointment to the Planning Board as well. Chairman Bennett and I discussed if there was a need to re-interview Mr. Gibson and decided it was not necessary as we had both participated in his interview less than a year ago.

Per sec. 23-205 of the Code, the Planning and Zoning Board consists of seven regular members. At least four members must reside in the city and three members may either reside or own real property within the City limits. Mr. Cain owns real property within the City limits.

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: Police Pension Board

Applying for:
- [ ] reappointment
- [x] new appointment

City Resident? Yes Full-time [ ] Yes Part-time [ ] No [x]

Registered Voter? Yes, Florida [x] Yes, Other [ ] No [ ]

City Business Tax? Yes [ ] No [x]

Own Property in City? Yes [ ] No [x]

Name: JOE ELROD	
Home Address: [redacted]	Home Phone: [redacted]
Business Address: 133 E Tillman Av Lake Wales FL	Business Phone: 863-678-4223
Employer: City Lake Wales	Occupation/Type of Business: Police

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:
Prior member of Board as Police ELECTED

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: JE

Have you ever been convicted of a felony? [ ] Yes [x] No

If yes, please explain on separate paper and attach to application.

applicant signature: Joe Elrod

date: 1/27/15

List 3 references who reside in the city:

name	phone
Troy Schulze	678-4223
Judi Gilabue	678-4223
Gwen Crosby	678-4223

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: JEEJ1956@Yahoo.com

(0037) 5/08

LAKE WALES POLICE OFFICER'S RETIREMENT SYSTEM
P.O. Box 490857 ♦ Leesburg, FL 34749 ♦ Phone: 352-787-9795 ♦ Fax: 352-787-2699

VIA EMAIL
January 25, 2016

Ms. Clara VanBlargan, City Clerk
City of Lake Wales
P.O. Box 1320
Lake Wales, FL 33859

Re: 5th Member Trustee Appointment - Joe Elrod

Dear Clara:

The Pension Board of Trustees for the City of Lake Wales Police Officers' Retirement System met in regular session on Monday, January 25, 2016. At that time Mr. Joe Elrod was re-appointed as the "fifth member" for a four-year term that will expire on September 30, 2019.

Please place this matter on a future City Commission agenda for affirmation.

Should you have any questions, or need additional information, please do not hesitate to contact me.

Sincerely,
/Susy Pita/
Susy Pita
Plan Administrator

cc (e-copy):
File

CITY OF LAKE WALES PROJECT TRACKING LIST 2015-2016

PROJECT NAME	BUDGET	COMMISSION APPROVAL	SCHEDULED COMPLETION	CURRENT STATUS	STATUS UPDATED
AIRPORT					
Runway Extension	$5,300,000 - $4,300,000	Yes		Plans at 98%. Project is being market priced. Mitigation bank property acquired. Review to follow. Funding from various sources under investigation, i.e. FAA and FDOT. All white papers complete. See Airport Master Plan. Both FAA and FDOT have indicated support for funding.	3/8/2016
Airfield Improvements (Task Order #15)	$161,000	yes - 7/2/13	9/30/2015	Project was completed Nov 12. Closeout in progress. Closeout documents submitted to FAA & FDOT at the end of November. Project has closed out with FDOT. Awaiting final reimbursement from FAA.	3/8/2016
RECREATION					
New park signage in all City parks	$13,000			New Park signs have been ordered but some materials are delayed. They will be installed by March 30.	3/8/2016
SEWER SYSTEM					
C Street Project	$6,695,751	yes -11/3/2015 phase 2		Close out Documents have been submitted for Phase I. Bid opening was 10/7/2015. Grant application ranked too low for funding. Will submit again in March. Award of Bid to commission on 11/3/2015. Contracts sent to Contractor for signature. Grant application approved by commission on 2/16. Will be submitted in April.	3/8/2016

Relocation of Water/Sewer Lines on HWY 27 near Vanguard	$300,000	10/20/2015		Preconstruction meeting held on 11/12/2015.	3/8/2016
Other items approved or discussed at Commission Meetings					
Spook HIll Sign		12/18/12 - Sign		Delivered the bas relief to the Walesbilt. The draftsman is meeting with builder any day now, then engineer approves drawings for stamps-permits.	3/8/2016
Preservation of Spook Hill				Sunrise Apartments have planted oaks along the retention pond and roadway. In Phase 2, they will build the emergency entrance and fence, and put in additional landscaping with the rest of the buffer.	3/8/2016
Library Statistics (Jan)				Total Circulation Books-by-Mail: 13,851 Total Circulation BookMobile: 3,318 Total In-house circulation: 87,338 Total new borrowers: 537 Total attendance at programs: 5,372 Computer users: 15,110 People Counter: 54,843	3/8/2016
COMPLETED PROJECTS					
Skate Park Improvements	$50,000	7/15/2014	9/30/2015	This project is complete.	3/8/2016
ADA access and handicap parking installation at the soccer complex.	$30,000		2/29/2016	Completed	3/8/2016

Road Improvements (N Market ST & W. Central Ave.)	$91,253	7/7/2015	8/17/2015	Project is completed.	3/8/2016
Cemetery			4/30/2015	Project complete	3/8/2016
Resurfacing of the Scenic Highway from Mt. Lake Cutoff to Ray Martin Rd.			10/31/2015	This Project is complete.	3/8/2016
Gym Floor Replacement	$68,212	6/2/2015	9/30/2015	Project is Complete. Gym is reopened.	3/8/2016
Electrical system upgrades to event area of Lake Wailes park	$20,000			Project Complete	3/8/2016
Additional exercise stations in Lake Wailes park.	$10,000			Project Complete	3/8/2016

CITY COMMISSION ITEMS - STATUS REPORT

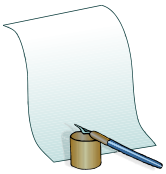
TASK	MEETING DATE	RESPONSIBLE PERSON	REQUEST MADE BY	COMMENTS	DATE OF STATUS
Building Official assessing city's recreation/community buildings	10/30/2012	Cliff Smith, Don Porter & James Slaton	Commission	Due to recent organizational restructuring, the scope of the remaining facility assessments will be re-evaluated. A new schedule of assessments will be presented later in the year.	3/8/2016
Renaming of Washington Avenue to Obama Avenue	12/2/2014	James Slaton	Howell	Commission voted to approve a street to be named after Obama but voted down the resolution to change Washington Avenue. Suggestions for alternative streets for renaming are being solicited.	3/8/2016
Depot Museum	3/2/2015	Kenneth Fields	Thornhill	2 Strategy meetings were held on Feb 6th & Feb 13th to develop a vision, mission statement & goals for the museum.	3/8/2016
COMPLETED ITEMS					

STRATEGIC PLAN ITEMS - STATUS REPORT

TASK	MEETING DATE	RESPONSIBLE PERSON	REQUEST MADE BY	COMMENTS	DATE OF STATUS
Green Initiatives	1/12/2013	Slaton		1. Police department arrest packets are now digitally transmitted. 2. Traffic crash reports are now digitally transmitted. 3. Traffic citations are in the testing phase of being digitally transmitted. (These will save paper & eliminate the need to drive to Bartow to deliver them) 4. Human Resources/Finance is has transitioned to electronic time sheets.	2/24/2016
Capital Replacement Policy	1/12/2013	Ecklund		Deferred by City Manager so as to include capital financing approaches. Will be revisited during the budget process.	2/24/2016

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 – March 2016

Tues, March 1, 2016	Regular	6:00 p.m.	Commission Chambers
Tues, March 15, 2016	Regular	6:00 p.m.	Commission Chambers

City Commission Meetings – April 2016

*Wed, April 6, 2016	Regular	6:00 p.m.	Commission Chambers
Tues, April 19, 2016	Regular	6:00 p.m.	Commission Chambers

(*Commission changed Tuesday, April 5th regular meeting date to Wednesday April 6th due to the City election)

City Commission Meetings – May 2016

Tues, May 3, 2016	Regular	6:00 p.m.	Commission Chambers
Tues, May 17, 2016	Regular	6:00 p.m.	Commission Chambers

(*Tuesday, May 3, 2016 Oath of Office ceremony for Seat 3 and Seat 5 Commissioners)
(Budget workshops to be scheduled)

City Commission Meetings – June 2016

Tues, June 7, 2016	Regular	6:00 p.m.	Commission Chambers
Tues, June 21, 2016	Regular	6:00 p.m.	Commission Chambers

Canvassing Board Meetings

Tues, March 29th	Pre-election L & A Testing	4:00 p.m.	Election Headquarters
Tues, April 5th	Election Night Ballot Canvassing of Ballots (to be scheduled)		Election Headquarters
Thurs, April 7th	Certification of Election	5:00 p.m.	Commission Chambers
Wed, April 13th	Post-Election Manual Audit	2:00 p.m.	Election Headquarters

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
March 12th	9am - 12noon	Body of Christ Workday	Community workday sponsored by the Business, Civic, and Ministry Coalition	Meet at High Point Church	
March 26th	11am - 2pm	Easter Egg Hunt Sponsored by VFW	Easter Egg Hunt for children 12yrs & younger	Lake Wailes Park	
March 29th - 30th	7am - finish (all day)	FHSAA District Tennis Tournament	High School Girls Tennis tournament	Crystal lake Park Tennis Courts	
April 6th		Warner University workday	Community Service day		
April 9th - 10th	Sat 1pm - 9pm Sun 10-5:30pm	Jewel of the Ridge Jazz Festival	Music concert	Lake Wailes Park	
Monday July 4th	2pm-9pm, Fireworks 915pm	4th of July Celebration	Vendors, music, games and fireworks	Lake Wailes Park	
November 4-5, 2016	Friday 6pm Saturday 7am & 5:30pm	Quivering Quads Races Sponsored by the Rotary Club of Lake Wales	4 races over 24 hours	Kiwanis Park & Lake Wailes Park. Includes Rails to Trails & Lake Wailes Trail	

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).

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: 1 vacancy

Current Members:	Charles Keniston, resident	03/06/12 - 07/01/18, 2
	Katherine Rogers, resident, chairman	09/18/12 - 07/01/18, 2
	Charles Loomis, resident	11/03/10 - 07/01/16, 2
	Robert Kelly, resident	07/03/07 - 07/01/16, 3-Final
	Dale Marks, resident	06/17/08 - 07/01/17, 3
	Vacant, resident	- 07/01/17,
	Erick Farewell, resident	08/18/15 - 07/01/18,1
	Commissioner Perez, non-voting member	05/19/15 - 05/02/17, 1

Airport Manager (City Code Sec. 2-41(f)(5)) - City Manager

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.

Bicycle/Pedestrian Advisory Commission (City Code Sec. 2-199) – The commission consists of seven (7) regular members and three (3) alternate members. The city manager, planning and development director, and police chief or their respective designees shall serve as ex officio members. At least five (5) regular members and two (2) alternate members must reside within the City limits. Members who are not City residents must reside within the City's utilities service area in a residence served by the City's utilities system, receiving either water or sewer service. (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: 3 regular vacancies; 2 alternate vacancies; 1 expired term

Current Members: Jacqueline Williams, resident 09/16/08 – 07/01/15, P+2
Evelyn Pabon, resident 08/21/12 – 07/01/16, P+1
Lorraine McIntosh, resident 06/15/10 – 07/01/16, 2
Roberto Maldonado, resident 07/17/12 – 07/01/17, 2
Jaime Rivera, resident 03/05/13 – 07/01/16, 1
Jose Fco Joglar-Gaya, resident (alt) 06/18/13 – 07/01/15, 1
Vacant, resident – 07/01/15
Vacant, Regular – 07/01/17
Vacant, Alternate – 07/01/17
Vacant, Alternate – 07/01/17

Meetings (City Code Sec. 2-199.2) - The commission shall meet at regular intervals, but in any event at least once each quarter. Meetings shall be called by the chairperson. The mayor and the city manager shall have the authority to call special meetings of the commission.

Current Meeting Schedule: 1st Thursday @ 5:30 PM; Commission Chamber
[The Bicycle/Pedestrian Advisory Commission is not currently meeting]

Duties (City Code Sec. 2-199.3) – The Commission shall:

1. Make recommendations regarding implementation of roadway and transportation improvements as it pertains to bicycle and pedestrian needs;

2. Promote safe and convenient enjoyment of the city's bicycle/pedestrian facilities through safety/educational programs and activities, community events and clinics, and other activities as necessary;
3. Promote communication and exchange of ideas and concerns among users of the city's bicycle/pedestrian facilities, city staff and the city commission;
4. Make reports and recommendations to the city commission and city staff with respect to the development and management of bicycle/pedestrian facilities;
5. Receive public input pertaining to bicycle and pedestrian transportation and infrastructure issues;
6. Make recommendations regarding the allocation of funds for capital expenditures relating to bicycle and pedestrian transportation;
7. Assist the planning & development department and the planning board in the preparation and adoption of an up-to-date bicycle/pedestrian facilities master plan;
8. Assist in the design of the Lake Wales Trailway and provide a public forum for citizens to participate in the planning effort for the trail;
9. Help ensure that the Lake Wales Trail (around Lake Wailes) continues to serve the needs of the many citizens who use it;
10. Suggest changes in the land development regulations that ensure that we become a city that welcomes walking and bicycling;
11. Have such other duties and responsibilities granted by the mayor and city commission consistent with the bicycle and pedestrian needs of the city.

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: 2 vacancies

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
	Vacant, resident	- 07/01/16
	Vacant, resident	- 07/01/16

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:	Nathan Minton, resident	05/03/11 – 07/01/16, P+2
	Vacant, resident	– 07/01/18
	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

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 – 07/01/16, 1
	William Follett, resident	07/03/07 – 07/01/16, 3-Final
	Jean Kincaid Scott, resident	06/17/08 – 07/01/17, 3
	Vacant, resident	– 07/01/18
	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. One member is nominated by each city commissioner. Members must reside, own property or operate 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. (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 1; A-Large & Seat 4, District 27)

Current Members:	Mark Bennett, chair (Seat 2 – District 19)	04/21/15 – 07/01/16, 1
	Narvell Peterson, vice-chair (Seat 3–District 122)	12/07/10 – 07/01/17, P+3
	Robin Gibson, (Seat 5 – District 28)	04/08/15 - 07/01/18, P+1
	Vacant (Seat 1 – At Large)	– 07/01/16
	Vacant, (Seat 4 – District 27)	– 07/01/17

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 @ 3:30 PM; Commission Chamber

Duties (City Code Sec. 2-73) – 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.

Drug & Prostitution-Related Nuisance Abatement Board (City Code Sec. 15-10) – The board consists of seven (7) members. Members must be residents. (3-year term)

- An interview process is necessary for new applicants only.
- Members are not required to file an annual Form 1, Statement of Financial Interests
- Current Vacancies: 7 residents

Current Members: None / Inactive Board

Vacant, resident	– 12/01/15
Vacant, resident	– 12/01/15

Vacant, resident	– 12/01/15
Vacant, resident	– 12/01/15
Vacant, resident	– 12/01/15
Vacant, resident	– 12/01/16
Vacant, resident	– 12/01/16

Meetings (City Code Sec. 15-10(g)) – The members of the drug and prostitution-related nuisance abatement board shall meet annually and elect a chair, who shall be a voting member, from among the members of the board. The presence of four (4) shall constitute a quorum.

Current Meeting Schedule: Inactive Board

Powers (City Code Sec. 15-10) - Adopt rules for the conduct of its hearings and establish procedures; issue orders having the force of law consistent with authority contained herein; and take testimony under oath.

Enterprise Zone Development Agency (City Code Sec. 2-194; Sec. 2-191, F.S 290.001 – 290.016 (2001))

The Agency consists of eight (8) commissioners with a quorum requirement of five (5) members, and at minimum; six (6) commissioners must be residents of the City of Lake Wales. The commissioner seats shall be designated as seat #1 through #8 respectively. Each agency commissioner shall be appointed to a specific designated seat by majority vote of the city commission. A certificate of appointment or reappointment of any commissioner shall be filed immediately with the city clerk (3 year term)

The city commission shall appoint one (1) representative from each of the following groups: (One (1) individual may represent more than one (1) of the groups.) (3-year term)

a. The local Chamber of Commerce;
b. A local financial or insurance entity;
c. The businesses operating within the area;
d. The residents residing within the area;
e. A non-profit community-based organization operating within the area;
f. The local private industry council;
g. The local police department;
h. The local code enforcement agency.

- An interview process is necessary for new applicants only.
- Members are not required to file an annual Form 1, Statement of Financial Interests
- Current Vacancies: 8 vacancies (Seats 1–8)

Current Members: None / Inactive Board

Vacant, (Seat 1)	– 12/01/15
Vacant, (Seat 2)	– 12/01/15
Vacant, (Seat 3)	– 12/01/18
Vacant, (Seat 4)	– 12/01/18
Vacant, (Seat 5)	– 12/01/17
Vacant, (Seat 6)	– 12/01/16
Vacant, (Seat 7)	– 12/01/16
Vacant, (Seat 8)	– 12/01/16

(City Code Sec. 2-194(3,4),

(3). The city commission may, by majority vote, remove a commissioner for inefficiency, neglect of duty, or misconduct in office, providing the commissioner has been given a copy of written charges at least ten

(10) days prior to a hearing in which the commissioner is given an opportunity to be heard on said charges in person or by counsel.

(4) A seat on the agency shall be deemed vacant when a member has more than three (3) consecutive absences or five (5) absences within a calendar year, or because of death, resignation, removal, or completion of the term by any commissioner. A seat vacated prior to the expiration of its term shall be filled for its unexpired term by majority vote of the city commission.

Meetings (City Code Sec. 2-195(c):

a. A majority of the appointed commissioners shall constitute a quorum for the purpose of conducting business and exercising the powers of the agency and for all other purposes. Action taken by the agency shall be upon a vote of a majority of the commissioners present.
b. The city commission, by majority vote, shall designate a chairperson and vice chairperson of the agency, and the chair and vice chair shall serve in such capacity for one (1) year. The chair and vice chair may succeed themselves.
c. In addition to the foregoing, the agency shall adopt rules necessary to the conduct of its affairs, and in keeping with the provisions of the article. Meetings shall be held at the call of the chairperson and at such other times as a majority of the commissioners may determine. All meetings shall be open to the public. The agency shall keep minutes of its proceedings, showing the vote of each member upon each question, or if absent or failing to vote, indicating such fact, and shall keep records of its examinations and other official actions, all of which shall be public record and be immediately filed with the city clerk for the agency.

Current Meeting Schedule: Inactive Board

Powers & Responsibilities (City Code Sec. 2-196):
The agency may only exercise those powers and responsibilities expressly granted to it by the city commission and/or state law. Absent from such an express grant, the city commission hereby reserves all other powers and duties including, but not limited to those powers delegated to the city commission under the Act. The agency shall have the following powers and responsibilities:

1. To assist in the development and implementation of the strategic plan for the area (*A Strategic plan shall mean the enterprise zone development plan adopted by the city commission in accordance with the Act*);
2. To oversee and monitor the implementation of the strategic plan. The agency shall make quarterly reports to the city commission evaluating the progress in implementing the strategic plan;
3. To identify and recommend to the city commission ways to remove regulatory barriers; and
4. To identify to the city commission the financial needs of, and local resources or assistance available to, eligible businesses in the area.

Expenditure of Funds (City Code Sec. 2-197):
The expenditure of funds by the agency shall comply with the following requirements:

1. The agency shall have no authority to obligate or expend any funds, including grant funds, without the authorization of the city commission.
2. The agency shall perform its functions and responsibilities within the resources made available by the city, and shall not exceed its budget approved by the city.
3. The agency shall not incur any expense, debt, or obligation to be paid by the city, unless such expense, debt, or obligation is previously authorized by the city commission.
4. The agency commissioners shall not receive any compensation for service, but are entitled to payment of necessary and reasonable expenses incurred in the discharge of their duties if said expenses comply with the agency's approved budget.

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: 1 vacancy, resident or own property in City

Current Members:	Lawrence (Larry) Bossarte, business owner	11/01/11 – 07/01/17, 2
	Diane Armington, owns property in the City	03/15/11 – 07/01/16, 2
	Leah Bartholomay, resident	05/06/14 – 07/01/18, P+1
	Erika B. Schindler, business owner	10/06/15 - 07/01/18, 1
	Vacant	– 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

Historic Preservation Board (City Code Sec. 2-182) – (inactive) The board consists of nine regular members. At least four (4) members must be residents of the City. Up to four (4) members may be non-residents but must own property within the City limits or hold an occupational license issued by the City as required by sec 2-26). One member shall be a member of the City Commission. Up to four ex-officio members who are not residents and do not meet the other requirements of section 2-26 may also serve on the Board provided they meet the professional qualifications requirement of paragraph (c) of sec. 2-182. Appointments shall be for three years or until their successors are qualified and appointed. The Commissioner member shall be appointed for the duration of his or her term on the City Commission. Ex-officio members shall be appointed for three years. (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: 9 vacancies

Current Members: None

Meetings (City Code Sec. 2-185(a)) – The board shall hold regular meetings, but no less than four (4) times per year.

Current Meeting Schedule: Inactive Board

Powers & duties (City Code Sec. 2-185) - Make recommendations on applications for nomination to National Register of Historic Places; conduct ongoing survey and inventory of historic buildings, areas and sites in the city; make recommendations to city commission on potential landmark sites in the city.

Reporting (City Code Sec. 2-185(b)) – The board shall, on a bi-annual basis, make a written report to the city commission on its activities.

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 – 07/01/16, 2
	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

Lakes Advisory Commission (City Code Sec. 2-171; 2-172) - The commission consists of seven (7) members. City Manager or his designee serves as an ex officio member. At least six (6) members must reside in 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: 6 residents; 1 non-resident with city utilities

Meetings (City Code Sec. 2-173) - The Board shall meet at regular intervals, but in any event at least once each quarter. Meetings are called by the chairman. Special meetings are called by the Mayor.

Current Meeting Schedule: Inactive Board

Duties (Sec. 2-174) - Advise the City Commission on matters involving the restoration, preservation or maintenance of lakes and waterways found within the city; To seek and solicit and make applications for any grants or funds offered by any entity, public or private, if such funds could be used by the city in the preservation, restoration and maintenance of the lakes and waterways found in the city. Any decision to accept offered funds or grants shall remain within the city commission.

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: 1 vacancy, reside in the City, own property in the City or hold a valid business tax receipt issued from by the City

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:	Glenda Morgan, outside	08/06/96 – 07/01/16, 4-Final
	Donna Geils, resident	12/02/14 – 07/01/17, 1
	Michalkiewicz, Brystal, resident	08/04/15 - 07/01/16, P
	Vacant	– 07/01/18
	Beverly Lamar, resident	07/01/04 – 07/01/19, 3-Final

Parks and Community Appearance Advisory Board (City Code Sec. 2-131) - The board consists of seven (7) members. A majority of the members shall reside or own property within the City limits. The Director of Planning or designee and Public Services Director or designee shall serve as ex-officio members. The board shall elect a chairman at its first meeting after the first day of July in each year. (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: 5 vacancies

Meetings (2-133) – The Board shall meet at regular meetings at least six (6) times per year.

Current Meeting Schedule: - 4th Monday @ 5:00 PM; Commission Chamber
[INACTIVE BOARD – The Parks Board is not currently meeting]

Current Members:	Heidi Gravel, outside, business owner	05/15/07 – 07/01/16, 3-Final
	Jean Kincaid Scott, resident	09/16/08 – 07/01/17, 3-Final
	Vacant	– 07/01/16
	Vacant	– 07/01/16
	Vacant	– 07/01/17
	Vacant	– 07/01/18
	Vacant	– 07/01/18

Duties (Sec. 2-134) - The parks and community appearance advisory board shall, in coordination with the planning board and other boards, committees and civic groups of the city, prepare plans and make recommendations to the city manager and city commission regarding the following matters:

1. *Lake Wailes Park System.* Maintaining and upgrading the park around Lake Wailes and nearby parks including adjacent athletic facilities, Crystal Lake Park, North Lake Wailes Park, and Lake Alta.

2. *Neighborhood park system.* Maintaining and expanding the neighborhood park system to provide neighborhood and mini parks to all existing neighborhoods within the city in compliance with the policies of the comprehensive plan; establishing guidelines for developers regarding neighborhood and mini parks required in new developments.

3. *Community parks.* Maintaining and upgrading existing community parks and facilities; developing new community parks and facilities to serve the expanding population of the city in compliance with the policies of the comprehensive plan; budgeting recreation impact fees in compliance with city ordinances and policies; securing grants and other funding to provide such facilities.

4. *Streets and city entrances.* Upgrading the appearance of city streets through landscaping, signage control and other measures; creating attractive entrances to the city through landscaping and signage; providing consistent and attractive signage to guide visitors to landmarks, parks, civic buildings, and other features throughout the city.

5. *Maintenance programs.* Systems for regular maintenance of parks, streetscapes, and entrances, including facilities, landscaping, and signage to ensure high quality appearance; regulations for use of parks.

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: 1 vacancy

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 – 07/01/16, 2
	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 – 07/01/16, 1
	Vacant, resident	- 07/01/16, P

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: 2 citizen vacancies

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
	Vacant	– 07/01/18
	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

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 - 04/01/16, 4
	Sarah Kirkland, general employee	01//05/10 - 04/01/19, 3
	James Slaton, general employee	04/26/12 - 04/01/16, 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: 1 expired term

Current Members:	Joe Elrod, 5th Trustee	02/03/15 - 09/30/15, partial term
	Robert Plummer, resident	11/17/15 - 09/30/18
	Anthony Elrod, resident	04/01/14 - 09/30/18
	Joseph VanBlarcom, police officer	09/16/14 - 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.

FINANCE BOARDS

Finance Committee – The committee consists of the City Manager, Finance Director and Finance staff, and two City Commissioners. City Commissioners serve for the duration of their term as a Commission or until no longer desire to serve, whichever comes first.

- 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: 2 city commissioners

Current Members: Kenneth Fields, City Manager
Dorothy Ecklund, Finance Director
Finance Staff
*****Vacant***, city commissioner – 07/01/17**
*****Vacant***, city commissioner – 07/01/17**
*****Vacant***** Commissioner Jonathan Thornhill (commission term ended 5/5/2015, will need to be reappointed)
*****Vacant***** (Betty Wojcik served until 5/5/2015, duration of term as city commissioner)

Establishment & Duties - In 2002, the Finance Committee was established to review the City's financial position on a monthly basis to closely monitor the progress in resolving the City's current financial problems. Close monitoring was to facilitate a more timely identification of new problems should they occur. The establishment of the Finance Committee was endorsed by the City's auditors.

Meetings - Right now, the Finance Committee has only been meeting annually to review the annual City Auditor's Report.

Investment Committee - The committee consists of the City manager, a City Commissioner, the Finance Director, and two (2) members of the public who are residents of the City of Lake Wales or owners of property located in the City of Lake Wales or persons having a business tax receipt issued from the City of Lake Wales. (Public members serve 4-yr terms)

- There is no interview process requirement for appointment to this board.
- Members are not required to file an annual Form 1, Statement of Financial Interests
- Current Vacancies: 2 residents, or property owners, or has business tax receipt ; 1 city commissioner

Current Members: **Inactive Board**

*****Vacant***, resident – 07/01/19**
*****Vacant***, resident – 07/01/17**
*****Vacant***, city commissioner – 07/01/17**

Commissioner Jonathan Thornhill served for duration of his term as city commissioner. Term ended 5/5/2015. New appointment is necessary

Meetings – The board meets when necessary if there is a quorum. **[INACTIVE BOARD]**

Establishment & Duties – In 2009, the Investment Committee was established in accordance with City Code Section 2-502 for the purpose of formulating alternative investment strategies and short-range directions and for monitoring the performance and structure of the portfolio within established policies. The committee will formulate and recommend change, if necessary, to the investment policies.