CITY COMMISSION
REGULAR MEETING
OFFICIAL AGENDA
April 19, 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. Proclamation: Youth Sports Safety Awareness Month

Documents: YOUTH SPORTS SAFETY AWARENESS MONTH.PDF

5.II. Proclamation: Aviation Appreciation Month

Documents: AVIATION APPRECIATION MONTH.PDF

6. PRESENTATION/REPORT

6.I. Presentation By SWFWMD: Hydrogeological Investigation Of The Lower Floridan Aquifer In Polk County

Documents: LFA P280 LAKEWALESPRESENTATION_04182016.PDF

6.II. Presentation By The Department Of Library And Historic Resources: Update On The Newly Created Department, Museum Progress And Opening, And The Involvement Of The Lake Wales Museum Association

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: April 6, 2016 Regular Meeting

Documents: 2016-04-06REG.PDF

8.II. Grant Application: Pioneer Days Advertising
A Grant Application with Polk County Sports Marketing to apply for a grant of $3500 for Pioneer Days Advertising. This grant requires a 1 to 1 Match of which 75% may be documented in- kind services or products. Application deadline is April 28, 2016.

Documents: AGENDA ITEM TDC 2016.PDF, FINAL FY 16-17 APPLICATION.PDF, FISCAL IMPACT - ADVERTISING GRANT - 04-19-2016.PDF

9. OLD BUSINESS

9.I. Ordinance 2016 - 05, FY15'16 Budget Amendment #2, 2nd Reading & Public Hearing

The City Commission will consider approval of the first Amendment of FY 15'16 Budget that was adopted on September 15, 2016, modified on February 16, 2016, Ordinance 2016-03.

Documents: 001.5 - MEMO - BUDGET AMENDMENT FY 15-16 - NO 2 - SECOND READING.PDF, 002 - BUDGET AMENDMENT - ORDINANCE 2016-05.PDF, 003 - EXHIBIT A.PDF, 003 - EXHIBIT B.PDF, 005 - EXHIBIT C.PDF

10. NEW BUSINESS

10.I. Resolution 2016-10, Lease Agreement With Lake Wales Aviation At The Lake Wales Municipal Airport

The City Commission will consider approving Resolution 2016-10, entering into a lease agreement with the City of Lake Wales and the Lake Wales Aviation at the Lake Wales Municipal Airport. The final revisions have been made to the Lease Agreement, which is now attached.

Documents: MEMO-LEASE AGREEMENT.PDF, RESOLUTION 2016-10.PDF, FINAL- GROUND AND FACILITIES LEASE LWA 2016(3).PDF

10.II. Exploratory Well Approval

Southwest Florida Water Management District (District) would like to place an exploratory well on the City's rib site location to explore the possibility of an alternative water source.

Documents: MEMO SWFWMD EXPLORATORY WELL.PDF, LFA P280 LAKEWALESPRESENTATION_04182016.PDF

10.III. Selection Of City Representative And Alternate To Polk County Water Coop

11. CITY MANAGER

11.I. TRACKING REPORT

Documents: TRACKING.PDF

11.II. City Commission Meeting Calendar

Documents: COMMISSION MEETING CALENDAR, 4-19-16.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.

PROCLAMATION

WHEREAS, Lake Wales has a variety of spring and summer youth sports activities that are getting underway; and

WHEREAS, the City of Lake Wales has an interest in educating parents about the risk of injuries associated with sports activities; and

WHEREAS, Keeping children safe while playing sports requires a responsible culture of awareness and prevention so that young athletes won't hide injuries or continuing playing despite sustaining injuries; and

WHEREAS, over 3.5 million players in the United States under the age of 19 receive treatment in emergency rooms each year for sports related injuries; and

WHEREAS, many injuries are easily prevented if the right precautions are taken; and

WHEREAS, The City of Lake Wales wants to encourage all youth sports programs in the Lake Wales area to be pro-active about safety issues including first-aid training, proper nutrition and equipment, bullying and background checks for coaches

NOW, THEREFORE, I, Eugene Fultz, by virtue of the authority vested in me as Mayor of the City of Lake Wales, in the State of Florida, do recognize, the importance of youth sports safety in Lake Wales by proclaiming April as

YOUTH SPORTS SAFETY AWARENESS MONTH!

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Official Seal of the City of Lake Wales, Florida to be affixed this 19th day of April 2016.

_____

Mayor/Commissioner

PROCLAMATION

WHEREAS, Florida ranks second in the nation for aerospace and aviation establishments; and

WHEREAS, the City of Lake Wales has a significant interest in the continued vitality of aviation, of community airports, and aviation education; and

WHEREAS, the Lake Wales Municipal Airport was established in 1928 and utilized by the Army Corps of Engineers for the training of military pilots during World War II while making improvements to the airport including the construction of the 2 present 4,000 foot runways; and

WHEREAS, the Lake Wales Municipal Airport has expanded over the past 88 years to its present size of 485 acres and continues to grow with the forthcoming extension of the runway; and

WHEREAS, many businesses depend on the Lake Wales Municipal Airport and is a growing hub of economic activity generating more than $150,000 in annual economic activity for the city; and

WHEREAS, The Florida Skydiving Center based at the Lake Wales Municipal Airport invites visitors from all over the world to skydive here in Lake Wales generating thousands of dollars in economic activity

NOW, THEREFORE, I, Eugene Fultz, by virtue of the authority vested in me as Mayor of the City of Lake Wales, in the State of Florida, do recognize, the importance of aviation in the State of Florida and in Lake Wales by proclaiming April as

AVIATION APPRECIATION MONTH!

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Official Seal of the City of Lake Wales, Florida to be affixed this 19th day of April 2016.

_____

Mayor/Commissioner

"Hydrogeological Investigation of the Lower Floridan Aquifer in Polk County"

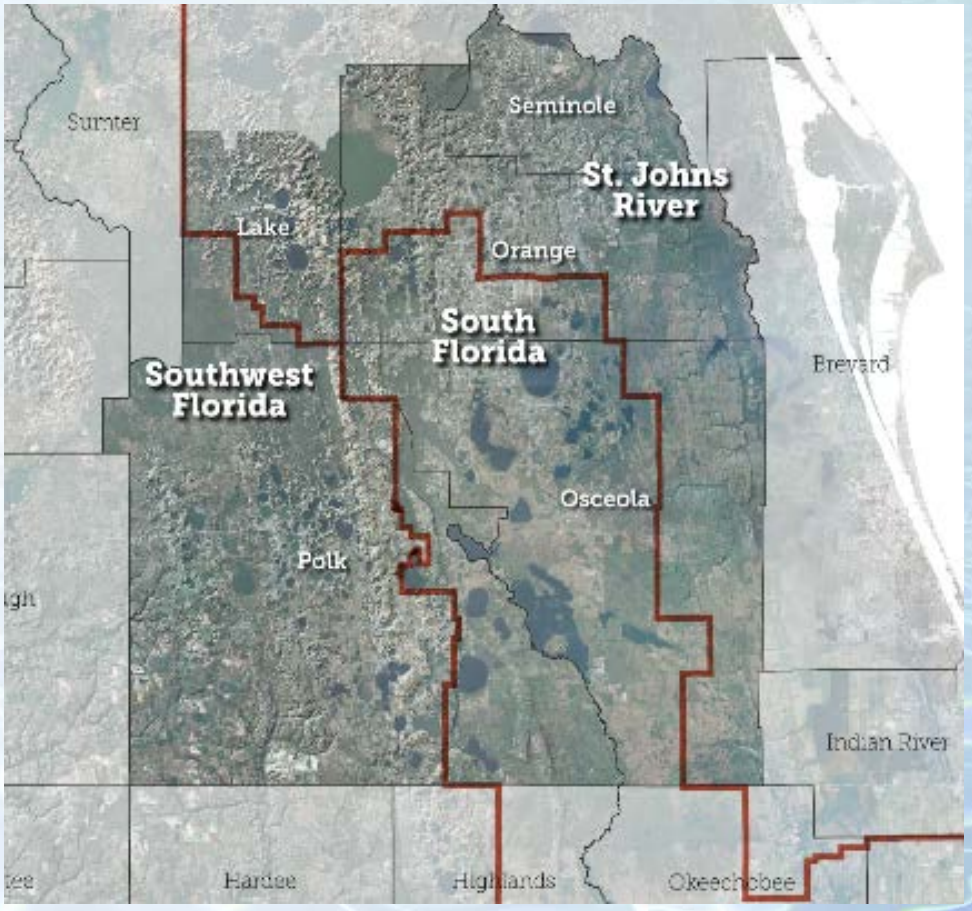
City of Lake Wales

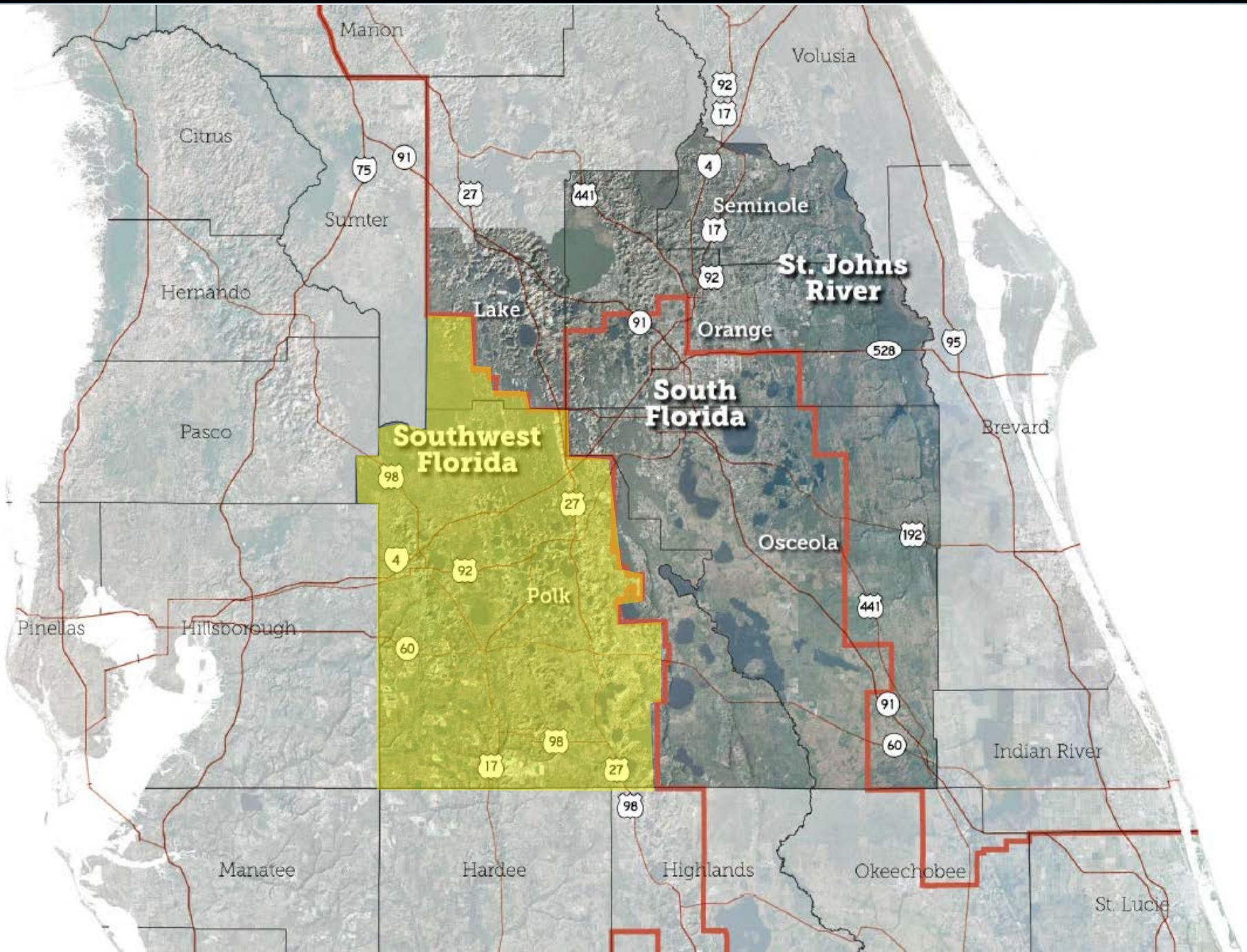
April 18, 2016

Southwest Florida
Water Management District

What is the CFWI??

A collaborative regional water supply planning effort to protect, develop, conserve and restore central Florida's water resources

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Polk
Pinellas
Hillsborough
Indian River
Manatee
Hardee
Highlands
Okeechobee
St. Lucie
92
17
4
91
75
27
441
528
95
98
192
60

Program Overview:

- Project explores the Lower Floridan aquifer (LFA) to assess its viability as an alternative water supply (AWS) source

- Approximately 3 year testing program

- Aquifer performance tests (APTs) will be performed on the test/production well for:
  - Aquifer numerical parameters
  - WQ

Program Overview (cont.)

- Test/production well may be a candidate for the Polk Regional Water Cooperative (PRWC)

- Potentially transfer test/production well to PRWC at ½ cost

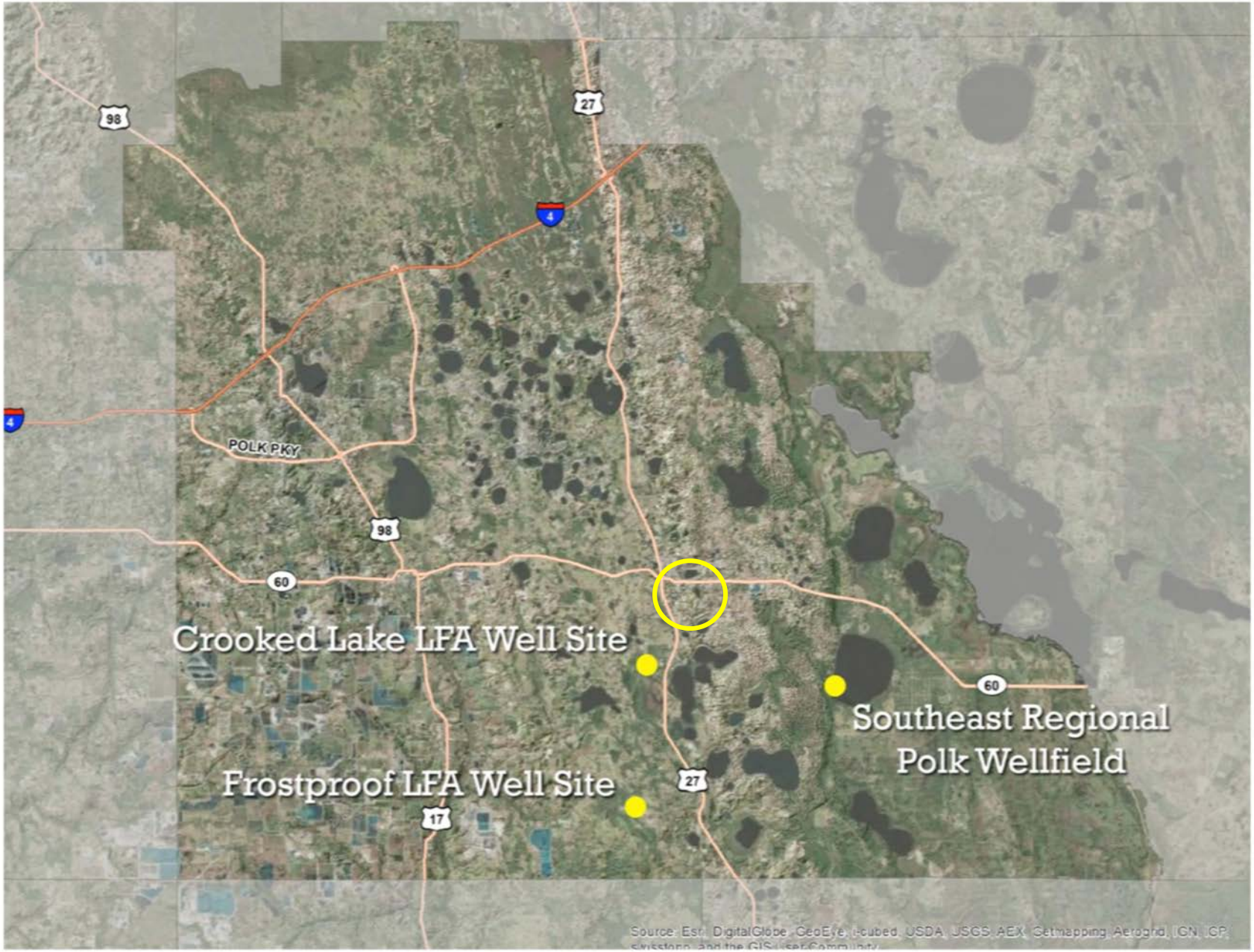
- If the exploratory wells have insufficient permeability or not suitable water quality, wells will become permanent monitor wells for the District

Benefits to Lake Wales

- Identification of potential future water supply source
- Exploration is funded by District
- Progress updates to the City
- The test/production well is evaluated for "suitability" by District, City, and PRWC
- Close proximity of "suitable" well to the City

Request from District

- License to Drill and Test at Site (up to 5 years)
- Permanent easement
- If test/production well is transferred to the PRWC, District requests a permanent easement at another site for monitoring wells


98
27
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POLK PKY
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Crooked Lake LFA Well Site
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Southeast Regional
Polk Wellfield
Frostproof LFA Well Site
27
17
Source: Esri, DigitalGlobe, GeoEye, i-cubed, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP,

Proposed Project Area

Questions?

The meeting of the Lake Wales City Commission was held on April 6, 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. 2016 Municipal Election Announcements

The Mayor announced only the candidate portion of the unofficial results of the April 5, 2016 Municipal Election for the record as follows:

Seat 3	Ed Bowlin	912 votes; 48.54%
	Terrye Y. Howell	967 votes; 51.46%
Seat 5	Robin Gibson	979 votes; 52.35%
	Christopher Lutton	300 votes; 16.04%
	Bob Wood	591 votes; 31.60%

The Mayor announced the dates, times, and locations for the upcoming Canvassing Board meetings and the actions to be taken at those meetings:

CERTIFYING FINAL ELECTION RESULTS & SELECTION OF RACE FOR MANUAL AUDIT

The meeting of the Canvassing Board of the City of Lake Wales will convene at 5:00 p.m. on Thursday, April 7, 2016 at the Municipal Administration Building in the Commission Chambers, 201 W. Central Avenue, Lake Wales, for the purpose of certifying the results of ballots received in the April 5, 2016 Municipal Election.

The Canvassing Board will also randomly select a race that appears on the Ballot for the purpose of conducting a manual audit of the voting system used in the April 5, 2016 Municipal Election on Wednesday, April 13, 2016 at 2:00 p.m.

MANUAL AUDIT OF VOTING SYSTEM

The meeting of the Canvassing Board of the City of Lake Wales will convene at 2:00 p.m. on Wednesday, April 13, 2016 at the Supervisor of Election Headquarters, 250 South Broadway Avenue, Bartow, to conduct a manual audit of the voting system used in the

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2016 Municipal Election which shall include a tally of votes cast of a race that appears on the Ballot on Election Day.

Agenda Item 5.II. Proclamation: Florida Water Professionals Month; April 2016

The Mayor read a proclamation recognizing April 2016 as "Florida Water Professionals Month."

Agenda Item 5.III. Proclamation: Child Abuse Prevention Month; April 2016

The Mayor read a proclamation recognizing April 2016 as "Child Abuse Prevention Month."

6. PRESENTATION/REPORT

Agenda Item 6.I. ADDENDUM: Presentation: Warner University Workday, Community Service Day; April 6th

James Slaton gave a PowerPoint presentation showing the progress of the many projects performed during the Warner University Workday on April 6, which included before and after pictures. He said the event was very well attended with over 650 volunteers. He said there was also a Body of Christ Workday community event held three weeks ago consisting of many local churches.

7. COMMUNICATIONS AND PETITIONS

Betty Bent, preschool daycare owner in Lake Wales, said her business is located on 231 E. Tillman Avenue, Lake Wales, and that she has been a business owner there for three years, has been a great tenant, and a great business owner to the ones connected to her business. She explained that she is trying to relocate her preschool to 144 E. Orange Avenue in Lake Wales, which has not been easy because of a parking issue. All the parking areas around that location are City Parking. She requested that the City allow her and her kid's parents to park there about three to five minutes from 6:30 a.m. to 8:30 a.m. and then again in the afternoon from 4:00 p.m. to 5:30 p.m. The employees can park somewhere else and walk to the business. Other than the parking issue DCF has approved them relocating there. Ms. Bent commented that the Lutheran School just closed and if she has to close her doors she would not know where her daycare kids could go because it would be trying for the parents to find another place for their kids. She complemented Kathy Bangley, the City's Planning and Development Director, for her assistance in getting into the current location three years ago, and said that because Ms. Bangley does not have the authority to give away City parking she had told her to bring the issue to the City Commission because it is the one that can decide whether or not she could relocate her business to Orange Avenue. Ms. Bent urged the Commission to consider allowing her to park within the time frame requested each day. She said she protects kids just like the police department does and that the students that graduate from her program go on to be straight "A" students and she then named programs that her business contracts with such as the Early Learning Coalition.

The City Manager said this has been an issue for the last couple of weeks and explained that the building Ms. Bent wants to move her business into is located in a zoning area that requires a conditional use approval under the City's zoning ordinance. Although it is permitted it requires a conditional use application to be submitted and approval by the Planning & Zoning Board. He said Ms. Bent has not completed her application to obtain a conditional use permit from that Board. The City Commission cannot act on this until the Planning Zoning Board acts on it. The application has not been submitted in time to be placed on the April agenda. There are a number of issues involved besides the parking issue such as the play area. The parking area that Ms. Bent is talking about is the only parking lot available. It is a City owned parking lot adjacent to the building. Arrangements can be made to deal with that because the building itself does not have the required parking for a daycare business but that is the least of the problems. The bigger problem is the approval process that we cannot waive because it has to go before the planning board as a new use in that building. Ms. Bent went through a similar process three years ago so she is familiar with it. We would be

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violating our own ordinance and procedures if we allow her business to go in that building without action from the planning board, which has to happen before the Commission can consider it.

Kathy Bangley, Planning & Development Director, said Ms. Bent has worked hard, she appreciated the position she is in, and it is true that she told Ms. Bent to come before the Commission regarding the parking issue. She said if there are things we can do we will do them. Our job is to get people through the process and active in our community, which is the goal of everyone. Unfortunately, a daycare center in any zoning district is a conditional use which must be granted first. There is "zero" on-site parking on this particular property for any business. Unlike a school you cannot slow down and let kids out at the daycare. You have to get out of the car, take them in, and sign them in. So, our rules are that you must have designated spaces for that and because it is public property this body is the only body that can grant that. Until the Planning Board grants the conditional use, asking this body to grant parking is not the appropriate process.

Mr. Fields said it might be possible to call an emergency meeting if we have time to advertise. Ms. Bangley explained that there are a lot of layers to the approval process and explained the advertising process, what it entails, and that it has to be advertised at least 10 days before a meeting regardless if it is a special meeting or regular meeting. Until a completed application is submitted along with other documents such as plans to scale, etc. she cannot begin the process of placing the item on an agenda, which requires a staff report etc.

Commissioner Howell asked if it was possible to call a special meeting. Ms. Bangley said if she can get everything submitted in time. She has been working with Ms. Bent on what is needed and that the boundary survey was received today from her prospective landlord so we are making progress. The planning board meets the fourth Tuesday of the month so at this point getting everything together is possible but it is not practical because she does not have everything in front of her yet so she cannot say if everything she gets tomorrow will be everything that is needed. She said this conversation started with Ms. Bent a couple of weeks ago so it is a tough position. Mr. Fields said we can call a special meeting but we have to guarantee that we have a quorum at that meeting and the closer we get to the regular meeting why have a special meeting.

Ms. Bent said she did her application already and that her perspective landlord had called Ms. Bangley, who told him that she had to pick up a form from Ms. Bangley that had to be filled out, which she knew nothing about until today. It was not included in her original packet. The Mayor asked if that was the only documentation that is missing and Ms. Bangley said no, that is a site plan application that requires a boundary survey, a project narrative, site plans to scale which at this point she has allowed Ms. Bent to draw up her own site plan without measurements or to scale to help her through the process. The Mayor asked Ms. Bangley if she could give Ms. Bent a list letting her know what is needed. Ms. Bangley said the list is on the front page of the form and what is needed has been highlighted.

Mr. Fields said once we have a complete package that complies with the requirements contained in the ordinance; we could schedule a special meeting of the planning board with a minimum of 10 day advance notice. Once the planning board grants the approval then Ms. Bent can move forward.

Commissioner Howell said she understands that there is a time limit on Ms. Bent moving from Tillman Avenue to Orange Avenue and Ms. Bent confirmed and said she has until April 30 to move. Mr. Fields said it is not up to staff, it is up to the planning board to approve it and vote on it as a conditional use. Commissioner Howell asked if everything is in and approved by the planning board by April 20 or so can she move forward. City Attorney Galloway said it still has to come before this body for approval.

Ms. Bangley said she appreciated everyone trying to work this out but it sets a dangerous precedent that we are standing here discussing it because this should not be before the Commission until the planning board has taken action. The planning board may or may not approve this on the 26th of April. It has to come back before the Commission with their recommendation in order to grant public parking to this sole business. She

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does not know how long Ms. Bent has known that she has until April 30 to leave her current location but it was her understanding that Ms. Bent knew three years ago when she moved in that the landlord would try to sell the building while she was there. The deadline to be on April's agenda was the 15th of March. Ms. Bangley said she will do whatever this body directs the City Manager have her to do, but sets a dangerous precedent for the next person who doesn't get on an agenda because they missed a deadline. Mr. Fields said once you start circumventing procedures etc. it invites chaos in the future. We will work hard to get this on the planning commission agenda but it still has to come back to the Commission for the parking portion of it.

Commissioner Howell said she understands now how this would be setting precedence and Ms. Bent's parents now understand what is happening. Ms. Bangley said everybody assumes that a business downtown is going to have to use some of the public parking. If that goes in as an office building it will probably have four or five full-time employees using parking in the public parking area around there. There needs to be dedicated drop-off and pickup locations that are amendable to safe children access. If you do not have dedicated parking there is a possibility that all the parking spaces will be taken when it comes time to drop-off or pick up a child. Commissioner Howell said there is no one down there when she needs the parking spaces. Ms. Bangley said then we don't have a parking problem so she would guess that none of the business owners that are downtown will object to public parking being given to one business. Commissioner Howell said her concern is displacing these children and she does not know how the City can help these parents find places for their children to go. She understands the process and the legal procedures but we need to be doing something to expedite this stuff because if she was one the parents she would immediately want to know what to do and who would keep her children because every place else is closing down. She would need to know something before April because the Commission will not be meeting again until May so that does not help.

Mr. Fields said there are very specific rules that apply to a daycare center and this is not something new to Ms. Bent because she went through this process three years ago. He understands the needs of parents that have kids in daycare, etc. and he would love to expedite this but he cannot violate the law as the City Commission has established it. It is not that easy to temporarily relocate a daycare and we do not have a city facility for them to use temporarily.

Ms. Bangley said the building is not move in ready either and explained what else needs to be done before Ms. Bent can renovate the building. The Mayor said the only thing the Commission can do is look at the parking situation, which is the least concern. Time constraints by law are the biggest concern. We can't change the ordinance in time to make this workable within the length of time given. He said he will not break the law and go to jail. The parking can probably be worked out because there probably isn't anyone down there as far as any other business is concerned that would give a hard time over that when you start talking about the kids. But it still has to go through the process and right now we cannot make a decision on anything taking place because it has not been before the planning board, yet.

Heather Flowers, one of the parents with kids that attend the daycare, said she understands rules and regulations but she does not want to lose the daycare that Ms. Bent provides because she does not trust any other daycare. She is also a manager of a store and she cannot afford to lose her job because it will put that business out in a very difficult situation. The Mayor said that Ms. Bangley is very professional and if those timelines are met and all the needed materials are received she will let things go according to plan.

Hillary Grondon said she has three kids attending the daycare and commented on how Ms. Bent has a great impact on her kids and their community. She said if the daycare closes she is forced to quit her job and move to Winter Haven and go back to being a stay-at-home mom.

Commissioner Lutton asked Ms. Bent if it was possible to get a one month extension on her current location because it will take about two months to get through the process. Ms. Bent said she wrote a letter to the landlord but has not heard back.

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The Mayor asked Ms. Bent to email him the landlord's name and telephone number so he can talk to him and try to get him to consent to allowing her more time in there to get through the process with the City. This way it will help the children and the parents. Ms. Bent thanked everyone for working with her.

The Mayor said there is a young lady from Spook Hill Elementary School here that was voted in last week as vice president. He asked her to come forward and give her name and then congratulated her. She said her name is Ailey Gibson.

Heather Palmer said she also works at the school and said her two kids are Straight-A students and she gives all the credit to Ms. Bent for they too came from her daycare. She thanked the Commission for listening to them and doing everything it can to help.

Betty J. Perry said she lives at 424 Houser Road in Lake Wales and that she has to pay a fire assessment fee and there is no road or fire hydrant there. The mail man usually gets stuck there and EMS had a difficult time getting through to get her husband when she called them for help last year. Ms. Bangley said that location is in the unincorporated area of Polk County and that she will contact County Code Enforcement tomorrow and give them the address and ask them to check out the road conditions.

8. CONSENT AGENDA

Agenda Item 8.1. APPROVAL OF MINUTES: March 15, 2016, Regular Meeting

Agenda Item 8.II. Special Event Application: Farm Share Event

[Begin Agenda Memo]

SYNOPSIS

This is a Special Event Permit Application from the Lake Wales Charter School to host a Farm Share event sponsored by State Representative Mike LaRosa on Saturday April 23 from 6:00 a.m. - 4:00 p.m. The Farm Share event is where produce and other items will be distributed for free.

RECOMMENDATION

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

- Approve the Special Event Permit application for the FarmShare event to take place on Saturday, April 23, 2016 from 6:00 a.m.-4:00 p.m.
- Approve the request to close Central Avenue from First Street to Market Street

BACKGROUND

State Representative Mike LaRosa in conjunction with the Lake Wales Charter Schools are hosting the 2nd Farm Share event at the Charter Schools office on Central Avenue. This event includes the distribution of free food and other donated items.

The first event was held in October and was very popular. Due to the large turnout that is expected the Lake Wales Charter Schools requests the closing of Central Avenue for the safety of the public as well as for additional space to allow for other vendors and displays.

OTHER OPTIONS

DRAFT

Do not approve the Special Event Permit.

FISCAL IMPACT

None. All costs will be the responsibility of the sponsor.

[End Agenda Memo]

Agenda Item 8.III. Purchase Authorization – CDWG

[Begin Agenda Memo]

SYNOPSIS

The City Commission will consider authorizing staff to expend funds for the purchase of network server hardware from CDWG.

RECOMMENDATION

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

1. Authorize staff to purchase network servers from CDWG in the amount $31,666.68.

BACKGROUND

The City Commission appropriated $40,000 in the FY15/16 adopted CIP budget for a server farm expansion and virtualization. Server virtualization is a technology that involves partitioning a single hardware platform into a number of virtual servers using specialized software, such as VMware.

City staff intends to purchase two identical physical servers, one to function as a primary production server and one to function as a secondary standby server. Initially, City IT staff will convert four separate network servers from physical environments to virtual environments and will transition the remaining physical servers within the next 24 months.

The benefits of server virtualization include:

Business Continuity – Standby servers will come online instantly should a primary server fail, bringing online all of the virtual servers hosted by the primary server.

Disaster Recovery – Snapshots of all operating virtual servers can be offloaded to the cloud and deployed to, and from, anywhere in the world within minutes.

Increased Performance – VMware uses hardware resources more efficiently than traditional operating systems, resulting in increased network performance.

Reduced Energy Costs – Virtual servers reduce energy consumption as less physical servers are required to perform the same functions.

Staff solicited proposals for these server hardware components and CDWG submitted the lowest proposal at $31,666.68. The other proposals submitted were from SHI ($32,528.75) and Zones ($31,950.88).

In accordance with Sec. 2-417(d)(3) of the City's Purchasing Ordinance, all purchases in excess of Category 1 ($20,000) require City Commission approval before funds can be expended.

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OTHER OPTIONS

The City Commission may elect no to complete this project this year.

FISCAL IMPACT

$40,000 was appropriated for this project in the FY15/16 adopted budget and the hardware portion of this project is $31,666.68.

[End Agenda Memo]

Agenda Item 8.IV. Lift Station Panel Replacement

[Begin Agenda Memo]

SYNOPSIS

Staff request commission approval for the purchase to upgrade 11 outdated lift stations panels from Data Flow Systems in the amount of $75,075.00.

RECOMMENDATION

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

1. Approve the purchase of upgraded replacement panels for 11 lift stations throughout the City's collections system from Data Flow Systems (DFS) in the amount of $75,075.00.

BACKGROUND

It becomes necessary from time to time to perform routine maintenance on necessary components of the collections system. Staff is seeking approval to purchase upgraded control panels for several lift stations throughout the City's collections system. The existing Pump Control Unit's (PCU) are becoming obsolete and difficult to find repair parts for when repair is needed. Staff will replace theses old PCU's with Telemetry Control Unit (TCU). The replacing of the PCU's with the TCU's will provide more points for lift station monitoring and control. Staff recommends Commission approval of the purchase of the upgraded Telemetry Control Units in the amount of $75,075.00 from sole source provider Data Flow Systems.

OTHER OPTIONS

Chose not to approve the purchase of the upgraded control panels and run into the problem of not being able to find repair parts for the existing panels when repair is needed, therefore putting that particular lift station out of service.

FISCAL IMPACT

Staff has budgeted $100,000.00 for these necessary lift station panel upgrades in the 2015-2016 Waste Water Capital Improvements Budget.

[End Agenda Memo]

Agenda Item 8.V. Lift Station Pump Replacement

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[Begin Agenda Memo]

SYNOPSIS

Staff requests commission approval to purchase replacement pumps for lift stations 4, 15, 20, 26, 27, 30, 31, 34, 36, 37, 38 and 39 from Barney's Pumps, the local sole source supplier.

STAFF RECOMMENDATION

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

Approve the purchase of replacement pumps for 12 lift stations in the City's collection system from Barneys Pumps in the amount of $74,740.00.

BACKGROUND

The City owns, operates, and maintains thirty-nine lift stations and 9 power sewers. The majority of the older lift stations are in the central part of the City around Lake Wailes. In recent years the city has generally grown to the north and south along the US Highway 27 corridor and the east along the S.R. 60 corridor. Hence the newer lift stations are generally located along these routes. Out of the thirty-nine lift stations located in the city, there are nine lift stations that receive and re-pump flow from other lifts stations to the city's waste water treatment plant.

In 2008 city staff contracted with Boyle Engineering (AECOM) to perform an evaluation of the city's older lift stations. Based on the information from this evaluation, it was determined that the listed stations are now in need of rehabilitation. Following these recommendations has allowed for staff to create and maintain a rehabilitation program. The stations that are marked for rehabilitation in the 2015-2016 Fiscal year are listed above. With this in mind, the Utilities staff is continuing its program to rehabilitate all older lift stations in need of pump repair. Due to the fact some of the lift stations listed above are re-pump stations, staff wants to be proactive and minimize the potential for extended down time in the event the pumps fail to operate, when needed.

OTHER OPTION

Chose not to purchase replacement pumps at this time and run the risk of the station being out of service for an extended amount of time for repairs in an emergency. The purchase of these pumps is necessary to ensure the above lift stations continue to function at the appropriate levels.

FISCAL IMPACT

$100,000 has been placed in the 2015-2016 Wastewater Capital Improvements Budget for this purchase.

[End Agenda Memo]

Agenda Item 8.VI. Preliminary Financial Statements 2/29/2016

[Begin Agenda Memo]

SYNOPSIS

The preliminary financial statements report revenues received and expenditures made through the end of February 29, 2016.

DRAFT

The unaudited financial statements for the City of Lake Wales for the Period Ending February 29, 2016 are presented to the City Commission for review. At the end of February 29, 2016 the City was 42% into the fiscal year.

General Fund (001), page 2:
The General Fund appears to be materially on target with revenue and expenditure expectations.

Transportation Fund (102), page 7:
The Transportation Fund appears to be materially on target with revenue and expenditure expectations.

CRA Fund (105), page 12:
The CRA fund appears to be materially on target with revenue and expenditure expectations.

Library Fund (110), page 17:
The Library Fund appears to be materially on target with revenue and expenditure expectations.

Utility System Fund (403), page 27:
The Utility System Fund appears to be materially on target with revenue and expenditure expectations.

Airport Authority (404), page 29:
The Airport Authority appears to be materially on target with revenue and expenditure expectations.

[End Agenda Memo]

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

By Voice Vote:

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

The motion carried 5-0.

9. OLD BUSINESS

Agenda Item 9.I. Ordinance 2016 –04 Annexation – 2nd Reading and Public Hearing Wheeler Properties LLC – Waverly Village

[Begin Agenda Memo]

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

DRAFT

Staff recommends adoption after second reading and public hearing 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).

Public notice requirements have been met.

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.

[End Agenda Memo]

City Clerk Clara VanBlargan read Ordinance 2016-04 by title only:

(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.

Kathy Bangley, Planning & Development Director, reviewed Agenda Item 9.1.

OPENED PUBLIC HEARING

There were no comments made by the public.

CLOSED PUBLIC HEARING

DRAFT

Deputy Mayor Thornhill made a motion to adopt Ordinance 2016-04 after second reading and public hearing. Commissioner Howell seconded the motion.

By Roll Call Vote:

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

The motion carried 5-0.

NEW BUSINESS

Agenda Item 10.I. Ordinance D2016-02, CPA/Zoning: 1st Reading and Public Hearing - Wheeler Properties LLC, Waverly Village, north of CF Kinney, west of Scenic Highway (SR17) and south of Lake Annie

[Begin Agenda Memo]

SYNOPSIS

The proposed amendment will designate land use and zoning for approximately 16.2 acres of property north of CF Kinney Road, west of Scenic Highway (SR17) and south of Lake Annie.

RECOMMENDATION

Staff recommends that the City Commission approve, following a public hearing, a first reading of Ordinance D2016-02.

Notice requirements for a public hearing have been met.

The Planning and Zoning Board held a public hearing on February 23, 2016 and voted unanimously to recommend a change in land use designation on the subject property from Polk County Future Land Use designation RL-4 Residential Low-4 to City of Lake Wales Future Land Use designation of LDR – Low Density Residential.

BACKGROUND

The ordinance proposes land use designation changes for approximately 16.2 acres of property located in the northern portion of the city limits. The property is being proposed for annexation concurrently by Ordinance 2016-04. This property will be added to approximately 275 acres that were annexed in to the City in 2007 and will become part of a planned development project (PDP) being developed by JSK Consultants for the property owner.

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

Surrounding land use designations:

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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

Proposed development impacts:
16.2 acres at 3 units to the acre = 48.6 units
2.4 persons per dwelling unit = 116.64 persons
Sanitary sewer @ 100 gpcd = 11,664 gpd
Potable water @ 122 gpcd = 14,230.08 gpd

[End Agenda Memo]

City Clerk Clara VanBlargan read Ordinance D2016-02 by title only:

(CPA/Zoning Waverly Village, Wheeler Properties LLC – 16.2 acres)

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 APPROXIMATELY 16.2 ACRES OF LAND LOCATED WEST OF SCENIC HIGHWAY AND SOUTH OF WAVERLY ROAD FROM POLK COUNTY DESIGNATION RL-4 RESIDENTIAL LOW-4 TO CITY OF LAKE WALES FUTURE LAND USE DESIGNATION LDR LOW DENSITY RESIDENTIAL AND ZONING DESIGNATION R-1A SINGLE FAMILY RESIDENTIAL DISTRICT; AND PROVIDING FOR AN EFFECTIVE DATE.

Kathy Bangley, Planning & Development Director, reviewed Agenda Item 10.1. She said this is the sister ordinance to the annexation just adopted. This will be transmitted to the state for the land use designation switching from County to City. The current County land use designation allows for four units per acre and our density requirements in LDR are three units to the acre. This property is being added to 275 acres that has the same land use and zoning designations as recommended.

Commissioner Lutton asked the location where the property will be attached and Ms. Bangley explained.

OPENED PUBLIC HEARING

There were no comments made by the public.

CLOSED PUBLIC HEARING

Commissioner Howell made a motion to approve Ordinance D2016-02 after first reading and public hearing. Deputy Mayor Thornhill seconded the motion.

By Roll Call Vote:

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

DRAFT

The motion carried 5-0.

Agenda Item 10.II. Waverly Village PDP – Master Plan Approval

[Begin Agenda Memo]

SYNOPSIS

JSK Consultants, agent for Wheeler Properties LLC is seeking approval of a Master Plan for a residential Planned Development Project (PDP) on 291 acres in northern area of the city limits. The property is located north of C.F. Kinney Road and west of Scenic Highway.

RECOMMENDATION

The Planning and Zoning Board held a public hearing on February 23, 2016 and voted unanimously to recommend the Master Plan with conditions as recommended by staff. The master plan is conceptual in nature and specific approvals of phases will come back through the PDP process.

A public hearing is required. Public notice requirements have been met.

BACKGROUND

The majority of the property was annexed in 2007. Commission has just acted on the annexation of an additional 16.2 acres. No development plan was proposed or considered in 2007.

A conceptual master plan is being presented for approval. Specific lot design is not being proposed at this time. Lot sizes are only proposed as a percentage of the total number of lots as follows: 55' lots at 29%, 60' lots at 26%, 65' lots at 40%, and 80' lots at 5%. The project will come back through the PDP process in the future for additional approvals.

The PDP process is "intended to promote high quality site design" and "allows flexibility in project layout and relief from standard subdivision grids in order to preserve natural features of the land, maximize common open space and landscaping, and create vital neighborhoods." Flexibility in layout is particularly beneficial for Waverly Village because of the property's irregular shape. A PDP can be approved only if the proposed development has a "superior project layout, provides enhanced open space and preservation of natural features, does not subvert the intent of this chapter, and does not compromise public safety." (Sec. 23-442 zoning regulations).

<u>FLUM/Zoning</u>
The property is zoned R-1A and has a Future Land Use Map designation of LDR – Low density residential with a maximum of 3 dwelling units per acre. The gross density for the project is 873 dwelling units.

Surrounding land use designations:

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

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Proposed Development
PDP approval is requested to allow a reduction in lot size to be off-set by required compensatory open space and recreation space. The PDP process is intended to promote creativity in housing type and site layout.

Roadways: The main entrance will be from C.F. Kinney Road. There will be additional access points on Scenic Highway and Waverly Road. Current County classification of existing roads is as follows: C.F. Kinney, rural minor collector, North Scenic Hwy and Waverly Road, urban collectors, and Altamont Road is a local street.

Lot dimensions: Specific lot layout is not being proposed at this time.

Density: LDR allows for three (3) dwelling units per acre. The maximum allowed in a 291 acre development would be 873 units/lots. The number of lots and their layout will be determined in the future but will not exceed the 873 allowable.

Recreation and open space: Recreation areas and an active trail are provided throughout the development. A large neighborhood park is proposed as a central feature along the main boulevard. There is an opportunity for a waterfront park with boat access to Lake Annie at the northern most portion of the development. A formal tree survey will be done as part of the site development process with the intent to save mature trees where possible. Each lot will be required to have two (2) trees planted at the completion of construction. (Sec. 23-307.2.a.3).

Reductions in lot size can be approved in a PDP only if there is public open space commensurate with the reduction. According to figures provided by the applicant, the parks, active trail and landscaped buffers provide adequate open space to meet this requirement.

Pedestrian circulation: Pedestrian circulation is required in a residential development. The applicant indicates that there will be 5-foot sidewalks throughout the development. Sidewalks are planned on both sides of all internal roadways adjacent to residential lots as well as along the community's frontage on C.F. Kinney Road.

Street lighting: Street lights are required and must meet requirements of Sec. 23-303.12. The style of lights must be approved by the city at the site development stage. There have been problems in the past with the encroachment of street lights and other appurtenances on the sidewalk. A cross-section showing all improvements in the area between the edge of roadway and the edge of right-of-way is required with the site development permit application.

Concurrency review: Verification of compliance with Sec. 23-704 is required prior to the issuance of a site development permit.

Proposed development impacts
291 acres at 3 units to the acre = 873 units
2.4 persons per dwelling unit = 2,095 persons
Sanitary sewer @ 100 gpcd = 209,520 gpd
Potable water @ 122 gpcd = 255,590 gpd

Staff comments
Master Plan requirements – The plan must demonstrate that the design accomplishes four tasks. (See sec. 23-442.e.)

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- Preservation/showcasing of natural features – While wetlands are preserved and incorporated with recreation areas, most are not visible except from lots backing up to them. Information on trees on the site has not been provided.
- Coherent circulation network – Streets and trails have been shown, but not sidewalks.
- Lot layout (create neighborhoods; avoid monotony; provide for varied streetscapes).
- Connectivity to surrounding community – Development is connected to existing roadways.

Specific conditions of approval per phase will have to be determined at the time of subdivision review and approval.

1. Waiver to reduce minimum lot size of 12,000 square feet for R-1A to a minimum of 6,050 square feet. *(Table 23-422A).*
2. Waiver to allow lot at building line to be reduced to 55' at a minimum.

Staff does not recommend approval of additional dimensional waivers until more detailed subdivision plans are submitted for review and approval.

3. A Developer's Agreement will have to be executed regarding the resolution of the fire flow requirements in this area. Participation by the applicant by providing land for a water tower is preferred by the city. Formal discussions have not taken place to date.

[End Agenda Memo]

Kathy Bangley, Planning & Development Director, reviewed Agenda Item 10.II. She said the Wheeler family that owns the property is the land owners and not developers or builders. Their goal is to have a development plan that they can market and sell to a builder developer moving forward. They are proposing lots sizes ranging from 55 ft. in width to 80 ft. in width. This will be a good range of opportunities for housing. The PDP approval is requested to allow a reduction in lot size to be off-set by required compensatory open space and recreation space. The PDP process is intended to promote creativity in housing type and site layout. She said some of the tricks or concerns about this particular development are that it is irregular in shape, there is existing road network that runs through a portion of this, and those roads are county roads so the county will be involved in how their roads are impacted.

Commissioner Lutton asked if the roads were dirt or have been improved and Ms. Bangley said they all have pavement whether they are categorized as improved has yet to be determined. Her understanding is that C. F. Kenney road which is the north boundary to Dinner Lake and the south boundary of this property has been improved about 450 ft. off of Scenic Highway. It's paved all the way to Waverly Road but her understanding is that it is a road they dropped asphalt on so the dust wouldn't blow. So, as development in that area continues those things will need to be addressed. FDOT will be involved in those exists that impact Scenic Highway. This development will be one with a lot of players at the table.

Ms. Bangley said we are happy with the overall development and the three units to the acre, which allows for 873 units. In most cases you do density based on your gross acreage. You lose about 25% of that putting in infrastructure and based on the irregularity. There will be about 700 units. They are proposing a beautiful central park with amenities, a boat ramp, waterfront park on Lake Annie, and they also have smaller parks throughout the neighborhood as required by regulation. Overall they are putting forth a really good concept in order to try and sell it to get somebody to build it.

Commissioner Perez asked if there have been any kind of discussion with the Charter Schools. Ms. Bangley said it is not a deed restricted community and with school concurrency by law they have to talk to the local school board, and that we always make an effort to reach out to the Polk County schools system

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and Charter school system because although the Polk County school system cannot designate students into our area her understanding is that if you live in Lake Wales you have a right to go to Lake Wales' schools even though they are Charter. You have to fill out a special form. That is part of the concurrence process. We anticipate build out in probably 10 to 15 years so those will be ongoing discussions and we will deal with it the same way we do with water and sewer capacity etc.

Ms. Bangley said fire flow is a concern up there and that water and sewer availability is not a problem. Having the correct and required amount of fire flow available for an amount of time during an event is in question. So one of the things that are on the table with them as they move forward is developer commitment to participate in either providing land for a water tower or participating in some fashion in the water tower and that will be part of their full approval process when they get down to the nitty gritty in how many units, etc. We have already opened that dialog with them. They will not have to designate acreage within this community. So if we lay it all out for them to give us acreage for a water tower they are not going to erase lots. They could within a certain perimeter provide the right fire flow in an area of high ground etc.

Mr. Fields said fire flow will be an issue with any development taking place north of Chalet Suzanne. Ms. Bangley said Serenity doesn't have a problem because that apartment complex will be close enough to the mall and the world doesn't go up enough for Leoma's Landing. Anywhere north of CF Kenney Road could really be an issue. Similar to seats in a school classroom we need to look toward the future with fire flow in that area. Mr. Fields said it is definitely on our radar as an issue in that area. It basically requires another water storage tower which would also improve a lot of regular pressure in that area.

Ms. Bangley said the conditions of approval recommended by the Planning & Zoning Board at this time for the Commission's consideration are allowing for the reduction in the minimum lot size in the R-1A zoning district, which reduces the minimum 12,000 square feet lot size to a minimum of 6,050 square feet. That is the 50 ft. by 120 ft. basically and also allowing the lots at the building line which in that zoning district has to be either 75 or 80 feet be reduced to a minimum of 55 feet which is the smallest width that they are proposing. The other condition which answers the question about fire flow is that the developer's agreement will have to be executed regarding the resolution of the fire flow requirements in this area. Participation by the applicant by providing land for a water tower is preferred by the city. Formal discussions have not taken place to date but we have opened the dialogue.

Commissioner Lutton asked the cost of a water tower. Utilities Director Sarah Kirkland said the water tower would cost over a million dollars to build. Ms. Bangley said they would donate the land and we would build the water tower. She does not know how much land would be needed. Mr. Fields said it is necessary for the fire flow and we do have periodic domestic pressure issues up in that area. It would help anybody coming into the City if we had another water tower up there, which will be funded with water impact fees in the utilities budget.

Commissioner Perez asked about the cost of the homes that will be built and Ms. Bangley said at this point a builder has not been identified.

OPENED PUBLIC HEARING

There were no comments made by the public.

CLOSED PUBLIC HEARING

Commissioner Howell made a motion following a public hearing to approve the Master Plan with the reduction of the minimum lot size of 12,000 square feet to a minimum of 6,050 square feet, allowing the

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minimum lot width of the building line to be reduced to 55 feet, and acknowledgement that the developer's agreement must be executed prior to construction. Deputy Mayor Thornhill seconded the motion.

By Voice Vote:

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

The motion carried 5-0.

Agenda Item 10.III. Purchase Authorization - Florida Midland Railroad

[Begin Agenda Memo]

SYNOPSIS

The City Commission will consider authorizing staff to expend funds for the repair of the Central Avenue railroad crossing and portions of the surrounding street.

RECOMMENDATION

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

1. Authorize staff to expend appropriated funds, not to exceed $51,400, for the repair of the Central Avenue railroad crossing and portions of the surrounding street.
2. Authorize Florida Midland Railroad to complete the work.

BACKGROUND

The City Commission appropriated $100,000 in the FY15/16 adopted CIP budget for street resurfacing projects. The repair of the Central Avenue railroad crossing will create a safer driving environment for motorists and will help to enhance the overall appearance of downtown. Central Avenue is a heavily travelled street, particularly during specials events, and the asphalt around this railroad crossing has been deteriorating for years.

Florida Midland Railroad, the controlling entity of the railroad track, is the only authorized agent to make repairs to this crossing and should be considered the sole source provider for this project.

Florida Midland Railroad has proposed two options for repairing the Central Avenue railroad crossing:

Proposal	**Cost**	**Budget**	**Balance**
Option 1 (Concrete)	$79,267 (±10%)	$100,000	$20,734 (±10%)
Option 2 (Asphalt)	$46,722 (±10%)	$100,000	$53,278 (±10%)

Both repair options involve a complete rebuild of the railroad crossing, as itemized in the attached proposal, with one major difference - Option 1 proposes to install a *concrete* crossing system underneath the track, whereas Option 2 proposes to install *asphalt* underneath the track.

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Staff recommendation is to pursue Option 2. The concrete solution proposed in Option 1 would last longer than the asphalt solution proposed in Option 2; however, the asphalt solution will still last for many years and the $33,000 savings can be used to fund additional capital street maintenance needs.

In accordance with Sec. 2-417(d)(3) of the City's Purchasing Ordinance, all purchases in excess of Category 1 ($20,000) require City Commission approval before funds can be expended.

OTHER OPTIONS

1. Select Option 1 as proposed by Florida Midland Railroad
2. Do not repair the railroad crossing

FISCAL IMPACT

$100,000 was appropriated for street resurfacing projects in the FY15/16 adopted budget and this project is $46,722.10 (±10%).

[End Agenda Memo]

Public/Support Services Director James Slaton reviewed Agenda Item 10.III and explained the two options proposed by Florida Midland Railroad. Option 1 proposes to install a concrete crossing system underneath the track at a cost of about $80,000, whereas Option 2 proposes to install asphalt underneath the track at a cost of about $47,000. He said the concrete repair will probably last a life time and the asphalt repair could last about 20 years. Mr. Slaton said his recommendation would be to approve Option 2. We could use some of the funds saved to resurface other areas and some other capital street projects.

Commissioner Howell asked if it is the trains riding on the railroad tracks tearing up our streets. Mr. Slaton said it is probably due to car traffic. Mr. Fields said we pay them to allow our streets to cross their railroad tracks. So if we want that crossing repaired we have to pay them to do it because they grant us the right to have our street cross it.

Commissioner Lutton asked when the last time the railroad crossing was repaired and Mr. Slaton said he did not know. Commissioner Lutton recommended spending the money using concrete to do it right. Mr. Slaton said concrete crossings are usually used for heavier traffic. The Mayor asked if CRA funds could be used for this type expense. Mr. Fields said no, that it will be paid for with the regular capital budget.

Mr. Slaton said the cost difference between the two options is about $33,000 and about four intersections have been identified that could be resurfaced with that money.

Commissioner Lutton made a motion to approve Option 1 using concrete for the railroad crossing repair. 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.

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Agenda Item 10.IV. Ordinance 2016 - 05, FY15'16 Budget Amendment #2, 1st Reading

[Begin Agenda Memo]

SYNOPSIS

The City Commission will consider approval of the first Amendment of FY 15'16 Budget that was adopted on September 15, 2016, modified on February 16, 2016 Ordinance 2016-03.

RECOMMENDATION

It is recommended that the City Commission approve Ordinance 2016-05 after first reading.

BACKGROUND

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

We are presenting Ordinance 2016-05 to modify the estimates of revenues and appropriations budgeted in various funds. This is primarily a housekeeping ordinance to conform the adopted budget to realized or expected changes within the current fiscal year. Explanation of change, for significant items, has been provided on both Exhibit A and B. Detail budgetary changes have been provided in Exhibit C.

OTHER OPTIONS

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

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

FISCAL IMPACT

See Exhibit A and Exhibit B attached to Ordinance 2016-05

[End Agenda Memo]

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

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

Finance Director Dorothy Ecklund reviewed Agenda Item 10.IV.

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OPENED TO PUBLIC COMMENT

There were no comments made by the public.

CLOSED TO PUBLIC COMMENT

Deputy Mayor Thornhill made a motion to approve Ordinance 2016-05 after first reading. Commissioner Howell seconded the motion.

By Roll Call Vote:

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

The motion carried 5-0.

ADDENDEM

Agenda Item 10.V. Appointment of a second alternate member to serve on the Canvassing Board

[Begin Agenda Memo]

SYNOPSIS

It is necessary for the City Commission to appoint an additional member to serve on the City's Canvassing Board for 2016.

RECOMMENDATION

It is necessary for the City Commission to take the following action:

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

   Voice volunteer Jean Scott is a Lake Wales citizen and has volunteered to serve as an alternate member to the Canvassing Board. The other alternate member appointed is Jacquie Hawkins on March 1, 2016.

BACKGROUND

The City Commission serves as the Canvassing Board and has legal responsibilities related to the conduct of the Municipal Election. 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

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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).

The remaining meetings of the Canvassing Board for 2016 are as follows:

CERTIFYING FINAL ELECTION RESULTS & SELECTION OF RACE FOR MANUAL AUDIT

The meeting of the Canvassing Board of the City of Lake Wales will convene at 5:00 p.m. on Thursday, April 7, 2016 at the Municipal Administration Building in the Commission Chambers, 201 W. Central Avenue, Lake Wales, for the purpose of certifying the results of ballots received in the April 5, 2016 Municipal Election.

The Canvassing Board will also randomly select a race that appears on the Ballot for the purpose of conducting a manual audit of the voting system used in the April 5, 2016 Municipal Election on Wednesday, April 13, 2016 at 2:00 p.m.

MANUAL AUDIT OF VOTING SYSTEM

The meeting of the Canvassing Board of the City of Lake Wales will convene at 2:00 p.m. on Wednesday, April 13, 2016 at the Supervisor of Election Headquarters, 250 South Broadway Avenue, Bartow, to conduct a manual audit of the voting system used in the 2016 Municipal Election which shall include a tally of votes cast of a race that appears on the Ballot on Election Day.

[End Agenda Memo]

Deputy Mayor Thornhill made a motion to appoint Jean Kincaid Scott to serve as an alternate member on the Canvassing Board. Commissioner Howell seconded the motion.

By Voice Vote:

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

The motion carried 5-0.

11. CITY MANAGER

Agenda Item 11.I. City Commission Tracking Report

Mr. Fields reported no changes to the tracking report. He said he will probably be out of the City for the next few weekends as he will be cleaning out his garage in South Florida getting ready to move everything he owns to Lake Wales because he is selling is home down there. Lake Wales will be his residence in the future. The closing is at the end of May.

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Agenda Item 11.II. Other Meetings & Events Calendar

Agenda Item 11.III. City Commission Meeting Calendar

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

12. CITY COMMISSION COMMENTS

Commissioner Perez said he has been on the Commission for a year now and there are certain things he has not been happy with and that we needed to start seeing more transparency. He said he believes that there are things going on behind closed doors for whatever reason and the city manager has made the decision to discuss those things with us individually. We need to know in greater detail what is going on with the airport. For instance, we just identified an airport manager and he understands that we are hiring a couple more people to work out there. Mr. Fields said at some point it might come to that but right now we just have a manager hired. Commissioner Perez asked if we have budgeted items for that and Mr. Field said he will be doing a budget amendment. Commissioner Perez said we need to hear more about what is going on behind closed doors, which that is how it appears to him.

Mayor Fultz said if he is not mistaken it was brought forward to the Commission about hiring a director at the airport and there were no objections at that time about that going forward. Commissioner Perez said he has identified somebody and that person probably should have been here tonight so that we could meet him. Mr. Fields said he was asked to be here but he had a prior commitment that he could not change but he will be at the next meeting. He has been out meeting with people.

Mr. Fields gave an update on the airport regarding a contract with Betty Hill that will be coming to the Commission at the next meeting if she has no problems with it. The goal is to transition under that contract between now and October 1 in an orderly manner moving her from being the airport manager to us taking over the responsibility of the operations. In the next fiscal year's budget we will have a full budget for the entire year of us operating the airport.

Commissioner Howell said when it was brought to her attention about the daycare she was concerned that the parents thought the City was not helping so she called Ms. Bangley about it because she wanted to make sure we could do something to keep the kids from being displaced. Ms. Bangley explained everything very well to her and that she wanted to make sure the parents understood that it was not the Commission holding up everything. The Commission might know what is happening but everyone else might not know what is happening. Commissioner Howell said she is happy that they came tonight because they needed to hear what the City could and could not do, and what Ms. Bangley could not do as a part of the City.

Deputy Mayor Thornhill thanked everyone for their thoughts and prayers in the loss of his father-in-law.

Commissioner Lutton said at one of the candidate forums the discussion of the fire assessment fee was brought up, which caused him to research what other communities were doing. He said he will not be here but he highly recommends that the Commission look at following the same format that the County is doing which is our neighbor. Their highest price is $195 for every single family unit and they have another lower price for all duplexes, triplexes, and all multifamily units. It is his understanding that they have a much lower price that is about 65% of the $195 price for trailer lots. So that would specifically be the Tower Lakes Complex. He did further calculations and found that a $14 million property only saved $14,745 from the 1 mil tax reduction. There are 481 lots on that property so the $150 x 481 added up to a big chunk of change. If the county has been doing it that way for many years we can learn from that methodology. That program for the fire assessment fee could be much more equitable than just a straight fee for every dwelling unit.

DRAFT

The Mayor said those are graduated fees that we can take a look at every year. Commissioner Lutton said he does not think it is called graduated fees because it is based on building type single family and graduated would imply that it is based on value or something. Mr. Fields said building type is one approach we could look at and the other one based on value of improvement to the property, which is what Haines City is using. The reason we did not look at that the last time is because it had not been upheld through court. It was approved by the Supreme Court after we had adopted our fire assessment ordinance.

13. MAYOR COMMENTS

The meeting was adjourned at 7:36 p.m.

_____

Mayor/Deputy Mayor

ATTEST:

_____

City Clerk Clara VanBlargan, MMC

DRAFT

MEMORANDUM

DATE: March 30, 2016

TO: Honorable Mayor and City Commission

VIA: Kenneth Fields, City Manager

FROM: Jennifer Nanek, Assistant to the City Manager

RE: Grant Application of Tourist Development Council funds for Pioneer Days

SYNOPSIS

A Grant Application with Polk County Sports Marketing to apply for a grant of $3500 for Pioneer Days Advertising. This grant requires a 1 to 1 Match of which 75% may be documented in- kind services or products. Application deadline is April 28, 2016.

RECOMMENDATION

Staff recommends approval of the Grant application to Polk County Sports Marketing to apply for $3500 in grant funds to help promote Pioneer Days.

BACKGROUND

The City of Lake Wales applied for this grant the last two years and last year was awarded $2400 to help with out-of-county advertising for Pioneer Days. The goal of these grants is to increase awareness of and participation in the quality and diversity of arts culture and heritage programs in Polk County, generate incremental overnight stays in Polk County as well as other incremental economic activity in addition to overnight stays.

OTHER OPTIONS

Do not apply for the grant.

FISCAL IMPACT

A 1 to 1 match is required of which 75% may be documented in- kind services or products. The maximum impact would be $3500. Total cost would be $7000 for Pioneer Days Advertising.

ATTACHMENTS

Grant application
Fiscal Impact Statement

FY 2016-2017 Arts/Culture/Heritage (ACH) Application for TDC Sponsorship

Sponsorship Application Form

Section I: General Information

Name of Organization	City of Lake Wales
Contact Person	Jennifer Nanek
Title	Assistant to the City Manager
Address	201 W. Central Ave
City, State, Zip	Lake Wales, FL 33853
Telephone	863-678-4182x270
Fax	863-678-4180
Email	jnanek@cityoflakewales.com
Website	www.cityoflakewales.com/depot/pioneer_day.shtml
Name and Title of Chief Staff Person, (if different from above)	Jennifer Nanek, Assistant to the City Manager, City of Lake Wales (Pioneer Days)
Name and Title of Chair/President Board of Directors	Kenneth Fields, City Manager
Year Organization Founded	1917
2016-17 Sponsorship Request Amount	3500.00
Project/Event Title	Lake Wales Annual Pioneer Days
Projected Event Date	October 28-30
Total Project/Program Cost	$16,120

Section II: Public & Economic Impact Information

Total number of employees	177
Full-time	169
Part-time	8
Total personnel costs, including benefits/taxes	$10,897,448
Estimated volunteer hours (excluding board meetings)	Estimated 100 (for Pioneer Days)
Board Members	5 – City Commission
Community Volunteers	20- Pioneer Days
Estimated value of In-Kind or other Donated services/materials	$5000.00
Total **Paid** attendance at cultural events/activities	0
Explain any significantly large attendance numbers (TV, free programs, etc.)	Free Programs, low cost admission

Program Category: (check one)

☐ **Regional Events- multiple consecutive day recurring events**

Maximum Request: $100,000. 50% must be spent targeting out of market audiences. Consortium or collaboration partner events are eligible but ACH sponsorship funds from one partner may not be used to match other ACH sponsorship funds for the event or activity. Requires a minimum 1 to 1 match, of which, not more than 25% may be in-kind documented services or products. In-kind volunteer hours are not eligible to be included in the match.

☐ **ACH ongoing Cultural Program Development and Presentation**

Maximum Request: $50,000. Minimum cash match of $2 to each $1 ACH Sponsorship. In kind match is not allowed.

X **Enhancement Events that have little or no income potential**

Maximum Request: $10,000. 1 to 1 Match of which 75% may be documented in- kind services or products, excluding volunteer hours.

☐ **Fundraising Events that are Arts, Culture and Heritage focused**

Maximum Request up to $10,000. 1:1 cash match. 50% of ACH Sponsorship must be allocated to out of market advertising and promotion.

☐ **Fundraising Events that are Arts, Culture and Heritage focused but support projects or programs of non-ACH related applicants.**

Maximum Request up to $10,000. 1 to 1 cash match. 100% of ACH Sponsorship must be allocated to out of market advertising and promotion. All proceeds must be allocated to Polk County purposes.

Section III: Program Summary

In no more than 150 words, briefly describe your organization's proposed plans and activities. Explain how your project/program will:

1) Introduction Statement
2) Increase awareness of and participation in the quality and diversity of Arts Culture and Heritage programs in Polk County;
3) Generate incremental overnight stays in Polk County; and
4) Generate incremental economic activity in addition to overnight stays.

The City of Lake Wales in cooperation with the Historic Lake Wales Society, Inc. sponsors the Annual Lake Wales Pioneer Days every October. In 2016 the 41st Annual Pioneer Days will be held on October 28-30, 2016 on the Shores of Lake Wailes. The Lake Wales Pioneer Days is designed to recognize and honor the pioneers of our community and educate residents, visitors and students about the history of the Lake Wales area. Activities include an antique quilt display at the Depot Museum, re-enactors and demonstrators of early trades, a carriage tour of the historic districts, and entertainment including musicians and storytellers from around central Florida. Approximately 8,000 people attend the event from around Central Florida and many stay to shop, see Bok Tower and other area attractions. At least 100 vendors travel to stay in the Lake Wales area for the weekend staying in our hotels and campgrounds.

Section IV: Organization Budget (Cash) History

	Current fiscal year (10/15) to (9/16)	**Most recent completed fiscal year to 9/30/2015**	**Prior fiscal year to 9/30/2014**
Earned Income*	0.00	0.00	0.00
Contributed Income	0.00	0.00	0.00
Individual Contributions	0.00	0.00	0.00
Corporate Contributions	0.00	0.00	0.00
Corporate Sponsorships	0.00	0.00	0.00
Government Sources	0.00	0.00	0.00
City	40,517,192	28,873,766.00	25,260,432.00
County TDC Sponsorships	2416.00	581.00	0.00
Other City/County	0.00	0.00	0
State	0.00	0.00	0
Federal	0.00	0.00	0
Other	0.00	0.00	0.00
Total Operating Income	40,519,608	28,847,347.00	25,260,432.00
Total Operating Expenses	35,711,054	31,241,253.00	31,405,766.00
Surplus/(deficit)	4,806,138.00	(2,366,906.00)	(6,145,334.00)

***** Earned income includes ticket sales, concessions, rentals, etc.
Please explain any significant variances in the Program Management section of the Narrative.

Section V: Sponsorship Application Narrative

Explain how sponsorship funds will be allocated to meet each of the following criteria during the 2016-2017 fiscal year in **no more than 5 typed pages** total (min. 12 point font, 1 inch margins). Applicants are expected to address each of the Narrative (A through E) sections. Applicants are urged to review the scoring rubric in the Guidelines that will be used by the panel in evaluating the applications**. Please outline your response in the same format as below.**

REVIEW CRITERA AND NARRATIVE STATEMENT

Sponsorship review criteria and scoring will focus on five target areas, and the applicant should specify if any area is inapplicable to their project by stating "N/A":

1. **Cultural Development Programming - 30 Points**
    a. Arts/Culture/Heritage quality and importance of the event or program – why is this event or program worthy of sponsorship support from an arts, culture, or historic significance perspective?
    b. What are the qualifications of the event/program artists, performers or technicians involved?
    c. How will this event or program generate future interest in the cultural development of Polk County?
    d. Why is an ACH Sponsorship needed to support this event or activity?
2. **Marketing & Operational Plan to create awareness attract tourists – 30 Points**
    a. How does this project differentiate the marketplace – how and why is it different and how and why will it attract tourists?
    b. What is your target market and how do you intend to reach it? What are the demographic and geographic targets?
    c. What is your advertising and promotion plan and schedule?
    d. What is your evaluation plan to determine event success or failure and to track tourism draw?
    e. What is the earned/contributed income potential of this program or event (ROI)?
3. **Program/Project Schedule in relation to tourism demand – 20 points**
    a. Is this event or activity scheduled for a Peak, Near Peak or Moderate Demand tourism period? If Peak demand period explain how it will generate incremental overnight stays.
4. **Lodging and Hospitality Industry Partnerships – 10 points**
    a. Describe existing or planned lodging hospitality industry partnerships
    b. Attach contracts or letters of agreement
    c. Provide website or print materials that show Hospitality "packages" or click-on web buttons
5. **Demonstrated Program Management Capability – 10- points**

a. Describe your organization's administrative ability to plan, implement and manage this event or activity. Provide brief job titles of key staff and/or volunteers for this event or activity. **(No resumes)**
b. Have you done this or a similar scale activity before? If yes, what and why were you successful?

The committee will consider the following application information when evaluating Program Management: The applicant's compliance history and current compliance status, operating budget and appropriateness of the proposal budget, evaluation plan and narrative responses including such items as accurate math and typographic errors. **A minimum cumulative score of 60 points is required to be considered for sponsorship.**

Section VI: Project Budget Detail

Provide a line-by-line **Project budget** (not organization annual budget) in sufficient detail to provide panelists with a full understanding of how funds will be allocated and income generated.

Section VIII: Authorized Official Signature

If funded, this signature serves as an agreement that the organization will carry out the activities as outlined in this application. **Also, please list the name and title of the staff member that attended one of the mandatory workshops. Please list the date and location of the workshop attended.**

Name/Title:	Kenneth Fields, City Manager
Signature:	Click here to enter text.
Date:	Click here to enter a date.
Workshop Attendee, Date and Location	Jennifer Nanek, Assistant to the City Manager, attended on February 9, 2016 at PCTSM's office in Auburndale.

Required Attachments

- Narrative Responses
- Budget Detail
- IRS Determination Letter documenting non-profit status
    - Organizations without IRS exempt status may apply through a "fiscal sponsor arrangement" with an Exempt Organization. There are specific restrictions in this case. The event or activity must be fully ACH eligible otherwise and no funds may be allocated for fiscal sponsor administrative costs.
- Organization's most recent IRS 990 or 990 EZ
- Board of Directors Listing

Application Compilation:

Submit **one original, signed copy to:**
Polk County Tourism and Sports Marketing, 2701 Lake Myrtle Park Rd. Auburndale, FL 33823
Attn: Kris Keprios

DEADLINE: Thursday, April 28, 2016 at 4:00 pm
Applications must be **received** by Polk County Tourism and Sports Marketing staff by deadline; postmarked by applications will **not** be considered. Late applications will not be accepted and absolutely no exceptions will be made.

FINAL NOTES: Applicants are encouraged to complete the application early. Please do not hesitate to call Polk County Tourism and Sports Marketing if you have questions or need technical assistance in completing the application. Applications which do not meet the guidelines (incomplete, exceed page/length limits or assign improper categories) WILL NOT BE SCORED.

STATEMENT OF FISCAL IMPACT
Polk County
(Polk County Funds – Advertising for Pioneer Days Event)

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 $3,500 plus matching City funds of $3,500 (total $7,000).

Impacts on Expenditures
Estimated costs relating to advertising:

Advertising Cost	$	7,000.00
Polk County - Grant	$	3,500.00
City matching funds		3,500.00
	$	7,000.00

Future Fiscal Impacts

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

Impacts on Expenditures
No future expenditures are expected from accepting the grant.

Other Future Commitments
N/A

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:

D Ecklund

Dorothy Ecklund
Finance Director
City of Lake Wales

MEMORANDUM

April 19, 2016

TO: Honorable Mayor and City Commission

VIA: Kenneth Fields, City Manager

FROM: Dorothy Ecklund, Finance Director

RE: Ordinance 2016 - 05, FY15'16 Budget Amendment #2, 2nd Reading & Public Hearing

SYNOPSIS: *The City Commission will consider approval of the first Amendment of FY 15'16 Budget that was adopted on September 15, 2016, modified on February 16, 2016, Ordinance 2016-03.*

RECOMMENDATION

It is recommended that the City Commission approve Ordinance 2016-05 after second reading and public hearing.

The City Commission approved first reading of the ordinance on April 6, 2016. The advertisement requirement for second reading and public reading has been met.

BACKGROUND

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

We are presenting Ordinance 2016-05 to modify the estimates of revenues and appropriations budgeted in various funds. This is primarily a housekeeping ordinance to conform the adopted budget to realized or expected changes within the current fiscal year. Explanation of change, for significant items, has been provided on both Exhibit A and B. Detail budgetary changes have been provided in Exhibit C.

OTHER OPTIONS

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

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

FISCAL IMPACT
See Exhibit A and Exhibit B attached to Ordinance 2016-05

ATTACHMENTS

Ordinance 2016-05; Exhibit A, Exhibit B, and Exhibit C.

ORDINANCE 2016-05

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

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

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

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

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

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

_____
Mayor/Commissioner

ATTEST:

_____
City Clerk

EXHIBIT "A"
ORDINANCE 2016 -05
SCHEDULE OF ESTIMATED REVENUES & BALANCES

	Adopted Budget	Changes	Amended Budget	Explanation of Change
GENERAL FUND				
Balance Forward	275,000	-	275,000	
Ad Valorem Taxes	3,541,400	-	3,541,400	
Sales & Use Taxes	1,507,400	-	1,507,400	
Licenses & Permits	1,258,500	-	1,258,500	
Special Assessments	1,020,000	-	1,020,000	
Intergovernmental Revenue	1,568,968	2,021	1,570,989	Grant - Bulletproof Vests
Charges for Services	1,601,018	-	1,601,018	
Fines & Forfeitures	42,250	-	42,250	
Miscellaneous Revenues	129,232	613	129,845	Donation to Police Department
Other Financing Sources	612,941	-	612,941	
Transfer from Other Funds	1,157,500	-	1,157,500	
Total	12,714,209	2,634	12,716,843	
TRANSPORTATION FUND				
Balance Forward	1,500	-	1,500	
Ad Valorem Taxes	-	-	-	
Sales & Use Taxes	722,881	-	722,881	
Licenses & Permits	-	-	-	
Special Assessments	-	-	-	
Intergovernmental Revenue	130,642	-	130,642	
Charges for Services	132,672	-	132,672	
Fines & Forfeitures	-	-	-	
Miscellaneous Revenues	800	-	800	
Other Financing Sources	-	-	-	
Transfer from Other Funds	76,244	-	76,244	
Total	1,064,739	-	1,064,739	
STREET LIGHTING FUNDS				
Balance Forward	6,500	-	6,500	
Ad Valorem Taxes	-	-	-	
Sales & Use Taxes	-	-	-	
Licenses & Permits	-	-	-	
Special Assessments	14,500	-	14,500	
Intergovernmental Revenue	-	-	-	
Charges for Services	-	-	-	
Fines & Forfeitures	-	-	-	
Miscellaneous Revenues	-	-	-	
Other Financing Sources	-	-	-	
Transfer from Other Funds	-	-	-	
Total	21,000	-	21,000	

CRA FUND				
Balance Forward		100,000	-	100,000
Ad Valorem Taxes		578,924	-	578,924
Sales & Use Taxes		-	-	-
Licenses & Permits		-	-	-
Special Assessments		-	-	-
Intergovernmental Revenue		568,958	-	568,958
Charges for Services		-	-	-
Fines & Forfeitures		-	-	-
Miscellaneous Revenues		1,000	-	1,000
Other Financing Sources		-	-	-
Transfer from Other Funds		-	-	-
	Total	1,248,882	-	1,248,882
POLICE FOREFEITURE FUND				
Balance Forward		36,000	-	36,000
Ad Valorem Taxes		-	-	-
Sales & Use Taxes		-	-	-
Licenses & Permits		-	-	-
Special Assessments		-	-	-
Intergovernmental Revenue		-	-	-
Charges for Services		-	-	-
Fines & Forfeitures		20,000	-	20,000
Miscellaneous Revenues		-	-	-
Other Financing Sources		-	-	-
Transfer from Other Funds		-	-	-
	Total	56,000	-	56,000
LIBRARY FUND				
Balance Forward		120,000	-	120,000
Ad Valorem Taxes		398,844	-	398,844
Sales & Use Taxes		-	-	-
Licenses & Permits		-	-	-
Special Assessments		-	-	-
Intergovernmental Revenue		565,000	(5,600)	559,400	Reduction in Polk Co. Intergov. Revenue from expectations.
Charges for Services		8,144	-	8,144
Fines & Forfeitures		-	-	-
Miscellaneous Revenues		41,600	-	41,600
Other Financing Sources		-	-	-
Transfer from Other Funds		-	-	-
	Total	1,133,588	(5,600)	1,127,988
LAW ENFORCEMENT FUND				
Balance Forward		-	-	-
Ad Valorem Taxes		-	-	-
Sales & Use Taxes		-	-	-
Licenses & Permits		-	-	-
Special Assessments		-	-	-
Intergovernmental Revenue		14,000	-	14,000
Charges for Services		-	-	-
Fines & Forfeitures		-	-	-
Miscellaneous Revenues		-	-	-
Other Financing Sources		-	-	-
Transfer from Other Funds		-	-	-
	Total	14,000	-	14,000

DEBT SERVICE FUND			
Balance Forward	1,076,100	-	1,076,100
Ad Valorem Taxes	-	-	-
Sales & Use Taxes	1,011,400	-	1,011,400
Licenses & Permits	-	-	-
Special Assessments	-	-	-
Intergovernmental Revenue	-	-	-
Charges for Services	-	-	-
Fines & Forfeitures	-	-	-
Miscellaneous Revenues	10,000	-	10,000
Other Financing Sources	-	-	-
Transfer from Other Funds	853,028	-	853,028
Total	2,950,528	-	2,950,528
CAPITAL PROJECTS FUND			
Balance Forward	445,000	-	445,000
Ad Valorem Taxes	-	-	-
Sales & Use Taxes	-	-	-
Licenses & Permits	-	-	-
Special Assessments	-	-	-
Intergovernmental Revenue	-	-	-
Charges for Services	-	-	-
Fines & Forfeitures	-	-	-
Miscellaneous Revenues	26,900	-	26,900
Other Financing Sources	-	-	-
Transfer from Other Funds	-	-	-
Total	471,900	-	471,900
CEMETERY (LWMG) FUND			
Balance Forward	-	-	-
Ad Valorem Taxes	-	-	-
Sales & Use Taxes	-	-	-
Licenses & Permits	-	-	-
Special Assessments	-	-	-
Intergovernmental Revenue	-	-	-
Charges for Services	40,250	-	40,250
Fines & Forfeitures	-	-	-
Miscellaneous Revenues	-	-	-
Other Financing Sources	88,928	-	88,928
Transfer from Other Funds	-	-	-
Total	129,178	-	129,178

UTILITY SYSTEM FUND			
Balance Forward	1,683,000	-	1,683,000
Ad Valorem Taxes	-	-	-
Sales & Use Taxes	-	-	-
Licenses & Permits	-	-	-
Special Assessments	-	-	-
Intergovernmental Revenue	650,000	-	650,000
Charges for Services	7,673,000	-	7,673,000
Fines & Forfeitures	-	-	-
Miscellaneous Revenues	367,480	-	367,480
Other Financing Sources	12,750,000	-	12,750,000
Transfer from Other Funds	-	-	-
Total	23,123,480	-	23,123,480
AIRPORT FUND			
Balance Forward	-	-	-
Ad Valorem Taxes	-	-	-
Sales & Use Taxes	-	-	-
Licenses & Permits	-	-	-
Special Assessments	-	-	-
Intergovernmental Revenue	1,167,634	-	1,167,634
Charges for Services	67,030	-	67,030
Fines & Forfeitures	-	-	-
Miscellaneous Revenues	17,834	-	17,834
Other Financing Sources	-	-	-
Transfer from Other Funds	134,483	-	134,483
Total	1,386,981	-	1,386,981
TOTAL ESTIMATED REVENUES & BALANCES	44,314,485	(2,966)	44,311,519

EXHIBIT "B"
ORDINANCE 2016 -05
SCHEDULE OF ESTIMATED APPROPRIATIONED EXPENDITURES & RESERVES

	Adopted Budget	Changes	Amended Budget	Explanation of Change
GENERAL FUND				
City Commission	96,576	-	96,576	
City Manager	205,434	-	205,434	
City Clerk	113,288	-	113,288	
Finance	294,235	-	294,235	
Human Resources	143,740	-	143,740	
City Attorney	66,375	-	66,375	
Planning	209,569	400	209,969	Fleet Maintenance - New Code Enforcement Vehicle
Fleet Maintenance	-	-	-	
Facilities Maintenance	108,985	-	108,985	
Information Technology	203,279	-	203,279	
Insurance/Risk Mgt	-	-	-	
Support Services	86,796	-	86,796	
Municipal Admin Bldg	30,017	-	30,017	
Non-Departmental	183,200	-	183,200	
Police	4,576,989	2,021	4,579,010	Bulletproof Vests
Fire	2,705,169	-	2,705,169	
Building Permits & Inspections	217,414	-	217,414	
Code Enforcement	55,262	-	55,262	
Waste Disposal	872,405	-	872,405	
Lake Conservation	8,000	-	8,000	
Field Operations	6,736	-	6,736	
Cemetery	145,448	-	145,448	
Public Service Admin	467	-	467	
Other Transportation	5,433	-	5,433	
Economic Environment	130,800	-	130,800	
Other Human Services	13,500	-	13,500	
Library	-	-	-	
Parks Division	651,268	-	651,268	
Recreation Facilities	736,669	-	736,669	
Special Events	45,175	-	45,175	
Depot Complex	136,242	-	136,242	
Interfund Transfers	299,655	-	299,655	
Summary - General Fund Expenditures	12,348,126	2,421	12,350,547	
Reserve & Contingencies	366,083	213	366,296	
Total General Fund	12,714,209	2,634	12,716,843	
TRANSPORTATION FUND				
Street Operations	785,647	-	785,647	
Stormwater Division	34,600	-	34,600	
Transportation - Capital Outlay	187,307	-	187,307	
Interfund Transfer	57,185	-	57,185	
Summary - Transportation Fund Expenditures	1,064,739	-	1,064,739	
Reserve & Contingencies	0	-	0	
Total	1,064,739	-	1,064,739	
STREET LIGHTING FUNDS				
Expenditures	14,602	-	14,602	
Reserve & Contingencies	6,398	-	6,398	

Total	21,000	-	21,000
CRA FUND			
CRA - Industry Development	50,320	-	50,320
CRA - Community Redevelopment	150,742	-	150,742
CRA - Capital Outlay	120,000	-	120,000
Interfund Transfers	795,843	-	795,843
Summary - CRA Fund Expenditures	1,116,905	-	1,116,905
Reserve & Contingencies	131,977	-	131,977
Total	1,248,882	-	1,248,882
POLICE FOREFEITURE FUND			
Expenditures	25,359	-	25,359
Reserve & Contingencies	30,641	-	30,641
Total	56,000	-	56,000
LIBRARY FUND			
Books by Mail	274,149	-	274,149
Library	583,296	-	583,296
Bookmobile	94,308	-	94,308
Library - Capital Outlay	79,500	-	79,500
Summary - Library Fund Expenditures	1,031,253	-	1,031,253
Reserve & Contingencies	102,335	(5,600)	96,735
Total	1,133,588	(5,600)	1,127,988
LAW ENFORCEMENT FUND			
Expenditures	14,000	-	14,000
Reserve & Contingencies	-	-	-
Total	14,000	-	14,000
Summary Total - Special Revenue	3,538,209	(5,600)	3,532,609
DEBT SERVICE FUND			
Expenditures	1,870,704	-	1,870,704
Reserve & Contingencies	1,079,824	-	1,079,824
Total	2,950,528	-	2,950,528
CAPITAL PROJECTS FUND			
Capital Outlay	73,000	-	73,000
Transfers To Other Funds	17,500	-	17,500
Reserve & Contingencies	381,400	-	381,400
Total	471,900	-	471,900

CEMETERY (LWMG) FUND				
Expenditures	45,328	-	45,328	
Transfers	-	-	-	
Debt Service	43,600	-	43,600	
Summary - Utility Fund Expenditures	88,928	-	88,928	
Reserve & Contingencies	40,250	-	40,250	
Total	129,178	-	129,178	
UTILITY SYSTEM FUND				
Expenditures	4,427,503	74,800	4,502,303	Sewer Line Repair - Russell Ave
Capital Outlay	8,759,877	(74,800)	8,685,077	Reduction to move appropriation for Sewer Line Repair
Transfers	1,140,000	-	1,140,000	
Debt Service	2,327,327	-	2,327,327	
Summary - Utility Fund Expenditures	16,654,707	-	16,654,707	
Reserve & Contingencies	6,468,773	-	6,468,773	
Total	23,123,480	-	23,123,480	
AIRPORT FUND				
Expenditures	99,434	-	99,434	
Debt Service	11,834	-	11,834	
Capital Outlay	1,275,713	-	1,275,713	
Summary - Airport Fund Expenditures	1,386,981	-	1,386,981	
Reserve & Contingencies	-	-	-	
Total	1,386,981	-	1,386,981	
TOTAL ESTIMATED REVENUES & BALANCES	44,314,485	(2,966)	44,311,519	

City of Lake Wales
Exhibit C - Budget Amendment #2 - Detail
FY 2015-16

		Adopted Budget	Amendment No 2	Amended Budget	
001-366-521-000-000	Donations-Police	0	613	613	Donation to the Police Department
001-515-000-446-391	M&R Fleet - Contract	0	400	400	Fleet Maintenance Contract - New Code Enforcement Vehicle
001-521-150-335-900	Investigations - Other	1,000	1,290	2,290	Increase for Investigation Services
001-521-250-664-030	C/O - Investigative Equip	5,000	(1,290)	3,710	
001-331-304-000-000	Bullet Proof Vest Grant	0	2,021	2,021	Grant Rev. for bulletproof vests
001-521-150-352-003	Operating Supplies-Safety	7,500	2,021	9,521	Appropriation for bulletproof vests
001-521-150-334-900	Contract Services-Other	5,250	14,750	20,000	5,000 - Transcription Costs, 9,750 Accreditation Specialist
001-521-000-112-100	Regular Salaries	187,096	(9,750)	177,346	
001-521-000-113-100	Other Salaries -Police	15,000	(5,000)	10,000	
110-338-001-000-000	Polk County - Intergov. Rev.	230,000	(5,600)	224,400	Reduction in expectation of Polk Co. Intergov. Revenue
403-536-200-346-290	M&R Systems Miscellaneous	50,000	74,800	124,800	Sewer Line Repair - Russell Ave
403-536-950-663-003	Lift Station Rehab	250,000	(74,800)	175,200	

MEMORANDUM

April 18, 2016

TO: Honorable Mayor and City Commissioners

VIA: Kenneth Fields, City Manager

FROM: Teresa Allen, Assistant Public/Support Services Director

SUBJECT: Resolution 2016-10 Lease Agreement with Lake Wales Aviation at the Lake Wales Municipal Airport

SYNOPSIS: The City Commission will consider approving Resolution 2016-10, entering into a lease agreement with Lake Wales Aviation at the Lake Wales Municipal Airport.

RECOMMENDATION

Staff recommends that the City Commission approve Resolution 2016-10 to enter into a lease agreement with Lake Wales Aviation at the Lake Wales Municipal Airport.

BACKGROUND

On August 19, 2015 the City Manager sent notification to the Fixed Based Operator that the agreement would terminate on October 31, 2015 due to lack of notification of a desire to renew in accordance with the terms of the agreement.

At the September 16, 2015 City Commission meeting the commission voted to extend the current Fixed Based Operator lease agreement by ninety (90) days in an effort to renegotiate the terms of the lease and initiate a "Request For Proposal for a Fixed Based Operator.

On November 4, 2015 the city manager, the city attorney and staff met Betty Hill, the current fixed based operator at the Lake Wales Municipal Airport and her attorney to begin renegotiation discussion. It was determined that Ms. Hill was no longer interested in being the Fixed Based Operator (FBO) at the airport and wanted to discuss continuing her skydiving business (Lake Wales Aviation) at the airport.

In December 2015 the city manager updated the city commission on the renegotiation process and as a result of the meeting with Ms. Hill and her attorney staff suggested that the city take over the operation of the airport since Ms. Hill was no longer interested in being the fixed based operator and requested that the city seek hiring an airport manager. The city manager was given approval by the city commission to begin advertising for an Airport Manager and continue negotiation with Ms. Hill on a lease for her skydiving business (Lake Wales Aviation) at the airport. The airport manager was hired on April 4, 2016 and is working with Ms. Hill to assume responsibility of the day to day operations at the airport as outlined in the lease agreement.

The lease agreement terminates the prior Fixed Based Operator's Franchise agreement dated October 31, 1995 and waives any claim to rent credits, loan balances or any such related claim against the City.

The lease further requires the city to give Lake Wales Aviation (Ms. Hill) no less than thirty (30) days notice of the city's intent to assume responsibility for the operation of the fuel farm, t-hangar and camp ground leases. The lease further allows Lake Wales Aviation to rent a portion of the existing airport building to operate her skydiving business and some additional real property at the airport on which Lake Wales Aviation can construct additional facilities.

FISCAL IMPACT

Implementation of a lease agreement with Betty Hill will generate rental income in the amount of $3,000.00 monthly, revenue from skydiver jumps, fuel sales, agriculture sprayers leases and the elimination of rent credits.

OTHER OPTIONS

Do not approve Resolution 2016-10

ATTACHMENT
Resolution 2016-10
Lease agreement

RESOULUTION 2016-10

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE ON BEHALF OF THE CITY A LEASE AGREEMENT BETWEEN THE CITY OF LAKE WALES AND LAKE WALES AVIATION FOR EXISTING FACILITIES AND REAL PROPERTY AT THE LAKE WALES MUNICIPAL AIRPORT.

WHEREAS, the City of Lake Wales owns and operates the airport known as the Lake Wales Municipal Airport and the City seeks to lease some existing facilities and some additional real property at the airport.

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

1. The City Commission approves entering into a lease agreement with Lake Wales Aviation for existing facilities and real property to construct additional facilities at the Lake Wales Municipal Airport.

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 April 19, 2016.

_____
Mayor/Commissioner, City of Lake Wales

ATTEST:

_____
City Clerk, Clara VanBlargan, MMC

RESOULUTION 2016-10

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE ON BEHALF OF THE CITY A LEASE AGREEMENT BETWEEN THE CITY OF LAKE WALES AND LAKE WALES AVIATION FOR EXISTING FACILITIES AND REAL PROPERTY AT THE LAKE WALES MUNICIPAL AIRPORT.

WHEREAS, the City of Lake Wales owns and operates the airport known as the Lake Wales Municipal Airport and the City seeks to lease some existing facilities and some additional real property at the airport.

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

1. The City Commission approves entering into a lease agreement with Lake Wales Aviation for existing facilities and real property to construct additional facilities at the Lake Wales Municipal Airport.

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 April 19, 2016.

_____
Mayor/Commissioner, City of Lake Wales

ATTEST:

_____
City Clerk, Clara VanBlargan, MMC

GROUND AND FACILITIES LEASE

This Ground and Facilities Lease ("Lease"), is entered into this ____ day of _____, 2016, the ("Effective Date") by and between the City of Lake Wales, a Florida municipal corporation ("CITY"), and Lake Wales Aviation, Inc., a Florida corporation ("Tenant").

WITNESSETH:

WHEREAS, CITY owns and operates the airport known as the Lake Wales Municipal Airport (the "Airport"), said Airport being depicted generally on the Airport Layout Plan (ALP) for the Airport attached as Exhibit "A"; and

WHEREAS, Tenant will occupy some existing facilities at the Airport and will also occupy some additional Real Property at the Airport on which the Tenant will construct additional facilities pursuant to the terms and conditions of this Lease; and

WHEREAS, as more fully described herein, Tenant will be responsible for providing design and construction of certain improvements upon the Real Property, the "Tenant Improvements" as defined below, all in accordance with the terms and conditions of this Lease; and

WHEREAS, if CITY and Tenant are able to reach agreement upon the design and completion date for the Tenant Improvements in accordance with the terms and conditions of this Lease, that a mutually agreed upon design completion date will be described in the Approved Tenant Development Plan (as such term is defined below). In such event, the parties shall execute a certificate accepting final design, price and completion date ("Certificate of Acceptance of Final Design") and the Tenant shall cause the Tenant Improvements to be constructed in accordance with the terms and conditions of this Lease and the Approved Tenant Development Plan.; and

WHEREAS, CITY and Tenant desire to set forth their agreement regarding the Lease by Tenant of the Premises (as such term is defined below), the development of those Premises, and the respective rights and obligations of CITY and Tenant regarding the use and operation of those Premises and the Airport.

NOW, THEREFORE, in consideration of the mutual covenants, terms, privileges and obligations set forth herein, CITY and Tenant hereby agree as follows:

1. A. **<u>TERMINATION OF PRIOR LEASE</u>**: The Tenant acknowledges that the Fixed Base Operator's Franchise Agreement dated October 31, 1995, between the City and Lake Wales Aviation, Inc., has been terminated and Lake Wales Aviation, Inc., disavows, other than as set

forth herein, any of its rights pursuant to the terms of the said Fixed Base Operator's Franchise Agreement. The Tenant waives any claim to rent credits, loan balances or any such related claim against the CITY.

B. The Tenant will continue to occupy space it has previously occupied in the Airport Administration Building except for those areas designated in red in Attachment 1 to this Agreement. The monthly rental for the occupied space for the first year of the term as to this space shall be in the amount of $3,000.00 per month. Thereafter, the base rent shall increase at the rate of 2.5 % or the increase in the Consumer Price Index, whichever is greater, each year on the anniversary date of this Lease.

C. In the City's sole discretion, the areas identified in Attachment 1 which may be occupied by Lake Wales Aviation, Inc., may be physically separated from the remainder of the Airport Administration Building. Lake Wales Aviation, Inc., may, at its own expense, make leasehold improvements to the building areas which it controls, including, but not limited to, enclosure of the covered open area lying on the West side of the building. Any such improvements shall become the property of the City upon termination of the Lease. Improvements which Lake Wales Aviation, Inc. elects to make will not affect the monthly rental rate.

D. During the term of this Lease in which Lake Wales Aviation, Inc.**,** continues to occupy a portion of the Airport Administration Building, utility costs, including electricity, water, wastewater, and any other applicable utility costs shall be divided as follows: Eighty-five percent (85%) to Tenant and fifteen 15% to CITY based upon occupied square footage. Should the Tenant elect to enclose the covered unenclosed area, the percentages shall be recalculated based upon occupied square footage.

E. Tenant shall be allowed to construct a new building to support its skydiving operation and such other businesses as may be consistent with the Airport Master Plan as determined by the CITY. The new building shall be subject to the requirements and conditions set forth in this Lease.

F. The CITY shall provide no less than thirty (30) days notice to the Tenant of the CITY's intent to assume responsibility for operation of the fuel farm and the sale of aviation fuel. The Tenant shall receive a discount of thirty cents ($0.30) per gallon for the posted price per

gallon for each gallon of aviation fuel the Tenant purchases from the CITY during the Term of this Lease.

G. The Tenant and/or Sky Dive Lake Wales or any other entity affiliated in any way with the Tenant shall collect and remit to the CITY a jump fee for each skydiver which takes off from the Lake Wales Airport. The jump fee for the first year of this Agreement shall be thirty cents ($0.30) per skydiver. The jump fee for the second year of this Agreement shall be sixty-five cents ($0.65) per skydiver. The jump fee for the third year of this Agreement shall be one dollar ($1.00) per skydiver. Subsequent to the initial three year period, the jump fee shall increase at the rate of 2.5 % or the increase in the Consumer Price Index, whichever is greater, each year on the anniversary date of this Lease. The records relating to the collection and remittance of this fee shall be governed in accordance with Paragraph 7, below.

H. The existing T-Hangar Lease and Campground Lease shall remain in effect until such time as the CITY elects to take over operations as to each of said leases. Tenant shall be given no less that thirty (30) days notice of the CITY's intention to assume responsibility for operations pursuant to the terms of either of said leases.

I. The two existing Leases in which the Tenant has leased airport property to agricultural assistance operations shall be assigned to the CITY upon the effective date of this Lease.

J. The provisions of this Lease shall apply to that portion of the Airport Administration Building occupied by the Tenant and to the Additional Premises as defined below as the context of any provision would allow.

2. DEMISE OF ADDITIONAL PREMISES

A. Subject to the terms and conditions set forth in this Lease, CITY hereby demises and leases to Tenant and Tenant hereby leases from CITY that certain additional real property consisting of _____ square feet being more specifically described in the attached survey, the cost of which survey is to be borne by Tenant, (the "Real Property"), together with all improvements constructed or placed thereon (collectively the "Additional Premises"). The permitted use of the Additional Premises by Tenant is described in paragraph 1(e), above. In addition, in conjunction with and appurtenant to its leasehold interest in the Additional Premises, Tenant shall have a nonexclusive right to use at no additional cost, in accordance with all Airport Standards, and only to the extent necessary in conjunction with the Intended Use of the Airport Administration

Building as provided above and the Additional Premises, CITY's master drainage, retention and/or water management systems, utility access rights of way, road and vehicular accesses, and taxiways to the extent they exist from time to time at the Airport.

B. Tenant hereby leases the Additional Premises subject to, and Tenant hereby agrees to comply at its own cost with the following, as applicable, which shall collectively be referred to as the "Airport Standards": (a) all applicable building codes, zoning regulations, and municipal, county, state and federal laws, ordinances and regulations governing or regulating the Additional Premises or its uses, (b) all covenants, easements and restrictions of record, (c) all governmental permits applicable or affecting the Premises now and in the future, such as stormwater and other environmental permits (d) Airport Rules and Regulations; (e) CITY's Airport Minimum Development Standards, (f) The Minimum Standards for Commercial Aviation Operators; (g) the Airport Security Plan; (h) the Airport Emergency Plan; and (I) the adopted Master Plan applicable to the Airport, all as the same may be enacted and amended from time to time.

2. CONDITION OF ADDITIONAL PREMISES

Tenant has inspected the Additional Premises and performed any desired physical or environmental assessment of the Additional Premises and acknowledges that CITY is not obligated to provide additional utility lines, roadways, taxi ways, or other facilities and Tenant accepts the Additional Premises "AS-IS." Tenant acknowledges that CITY has made no representations or warranties relating to the condition of the Additional Premises for any particular use, and CITY shall have no obligation whatsoever to repair, maintain, renovate or otherwise incur any cost or expense with respect to the Additional Premises.

3. CONSTRUCTION OF IMPROVEMENTS BY TENANT

A. Tenant Development Plan

1. Within 30 days from the Effective Date of this Lease, Tenant shall submit a Tenant Development Plan to the City Manager or his designee for approval as set forth herein. If Tenant fails to submit a Tenant Development Plan to CITY within this period, CITY may, at any time prior to submission of a Tenant Development Plan to CITY, terminate this Lease immediately by written notice to Tenant notwithstanding anything to the contrary herein.

2. The Tenant Development Plan must include a specific description of all improvements to be initially designed and constructed upon the Real Property by Tenant (the

"Tenant Improvements"). The Tenant Development Plan must be sufficient in all respects to allow CITY to evaluate it for compliance with the requirements of this Lease, including all Airport Standards. In addition, the Tenant Development Plan also must include a time line for the design and construction of the Tenant Improvements by Tenant with no less than four specific benchmark dates consisting of a date for construction commencement and for completion for all construction, as well as dates for at least two other significant events in the construction of the Tenant Improvements (the "Benchmarks"); designations and restrictions for the use of certain areas on the Premises; the total cost for the Tenant Improvements; and any other pertinent information regarding the development of the Premises. The Tenant Development Plan must comply with all Airport Standards

3. Within thirty (30) days of receipt of the proposed Tenant Development Plan, the City Manager or his designee shall review and approve or disapprove, not to be unreasonably withheld, the proposed Tenant Development Plan submitted by Tenant. The sole method of acceptance of the Tenant Development Plan by CITY is execution by the City Manager or his designee of a notice of acceptance of the final design. The failure of the City Manager or his designee to respond to any submission by Tenant within the required time period shall not be deemed an acceptance. The Tenant Development Plan as finally approved by the City Manager or his designee shall become the "Approved Tenant Development Plan." The Approved Tenant Development Plan may be modified by Tenant only if such modifications are approved in advance and in writing by the City Manager or his designee, in his or her sole discretion.

4. If the City Manager disapproves the Tenant Development Plan or any subsequently submitted modified Tenant Development Plan, the City Manager or his designee will inform Tenant in writing of his or her disapproval with details as to the reasons for such disapproval and/or request for further clarification of the Tenant Development Plan elements. Tenant shall respond within thirty (30) days with a modified Tenant Development Plan or subsequent modified Tenant Development Plan. Modified Tenant Development Plans submitted by Tenant may include revised dates as compared to previously submitted Tenant Development Plans to account for delays necessitated by resubmission. The parties agree to negotiate in good faith to resolve any conflicting issues that may arise, but if the parities cannot agree to a Tenant Development Plan and execute a notice of acceptance of the final design, CITY or Tenant may terminate this Lease by

ten (10) days written notice to the other and, in that event, no recourse or damages shall be available to either party. During such termination notice period, Tenant may choose to accept any proposed Tenant Development Plan which the City Manager or his designee previously provided, in writing to Tenant, would be acceptable, and in such event the termination by CITY shall be revoked.

5. In the event that Tenant fails to timely complete a Benchmark, except due to force majeure or the act or omission of CITY, then the CITY may terminate this Lease, notwithstanding Section 21, following written notice from CITY providing thirty (30) business days to complete the Benchmark. The Benchmark of completion of all construction shall be fulfilled when applicable temporary and/or permanent certificates of occupancy or equivalent approvals have been issued for all structures shown on the Tenant Development Plan. The determination of completion of any other Benchmarks shall be at CITY's reasonable judgment, which shall be exercised in good faith.

B. Construction by Tenant.

1. During the Term of this Lease, Tenant may, with the prior written approval of the City Manager or his designee, construct, add to or alter the Tenant Improvements on the Additional Premises subject to all terms and conditions set forth herein. Any such construction, including construction of the Tenant Improvements, any addition, or any alteration will be performed in a workmanlike manner in accordance with all applicable governmental regulations and requirements and the Airport Standards, and shall not weaken or impair the structural strength of any existing improvement or reduce the value of the Additional Premises or any improvements thereon. The approval of the City Manager or his designee shall not be required for interior alterations or improvements, provided that such interior alterations or improvements do not require Tenant to obtain a building permit pursuant to City Ordinance for such interior alterations or improvements. Within thirty (30) days of completion of any construction during the term hereof, including the Tenant Improvements and any other improvement and any addition or any alteration to either, Tenant shall provide a complete set of as-built drawings of same to CITY along with a certification of construction costs for all permanent improvements plus, to the extent not shown in the as-built drawings, additional drawings showing the location and details of installation of all equipment, utility lines, heating, ventilating, air-condition ducts and related matters. Tenant

shall keep all said drawings current by updating the same in order to reflect thereon any changes or modifications which may be made in or to the Premises and shall provide such updates to CITY within thirty (30) days of such change of modification.

2. Design and construction specifications and documents for the Tenant Improvements must be reviewed and approved in writing for conformance with the Tenant Development Plan by the City Manager or his designee prior to commencement of construction. The design documents for any construction, including the Tenant Improvements, any addition, or any alteration must be prepared by appropriately licensed design professionals and must be reviewed and approved in writing for conformance with the Airport Standards and the Tenant Development Plan by the City Manager or his designee prior to commencement of construction.

3. Unless expressly waived in writing by the CITY, all construction, including the Tenant Improvements, any additions, or any alterations, the cost of which (including any site preparation, demolition or other related work) will exceed the sum of $50,000.00, Tenant shall obtain and provide performance and payment bonds, or an unconditional letter of credit, in the penal sum of 100% of the cost of the work and also naming CITY as the obligee or beneficiary thereunder.

4. QUIET ENJOYMENT AND AIRPORT MAINTENANCE

So long as Tenant fully performs all of the material terms and conditions of this Lease, Tenant shall peaceably and quietly have, hold and enjoy that portion of the Airport Administration Building occupied by the Tenant and the Additional Premises in accordance with the terms and conditions of this Lease.

5. TERM OF LEASEHOLD AND PROHIBITION AGAINST SUBLEASING

A. The Term of this Lease as to the Additional Premises is defined as the period beginning on the date that CITY accepts a Tenant Development Plan in accordance with Section 3, above (the "Commencement Date"), and shall run for a period of thirty (30) years thereafter unless sooner terminated in accordance with the terms and provisions hereof.

B. At its election, CITY may terminate this Lease after a period of ten (10) years by paying to the tenant the value of the remaining useful life of the Tenant Improvements, together with a fifteen percent (15%) premium therefor. The

remaining useful life shall be determined by a State Certified General Real Estate Appraiser selected by the CITY. CITY, at its discretion, may elect to terminate this Lease in the manner contemplated by this subparagraph at any time subsequent to the initial ten (10) year period contemplated hereby.

C. The Tenant shall not sublease in any manner the Additional Premises nor any portion thereof during the Term of this Lease or any extension thereof without the express written consent of the CITY. The CITY may withhold such consent in its sole discretion.

6. RENTS AND FEES PAYABLE TO CITY

A. Tenant agrees to pay to the CITY, monthly in advance, without right of abatement or setoff, on or before the first (1st) day of each month, Additional Premises Rent, plus any sales or use tax imposed thereon, and any fees and charges, with the first such payments due on the Commencement Date and further prorated for the number of days remaining in the current month. Additional Premises Rent shall be ten cents ($0.10) per square foot per annum adjusted on each anniversary of the Commencement Date based on the net change of the Consumer Price Index (CPI), or similar successor index then currently being used by CITY. The square foot calculation shall include an apron surrounding the footprint of the Tenant Improvements of not less than five (5) feet in all directions. In no event shall the Additional Premises Rent be adjusted downward during the Term of this Lease.

B. In the event such possession, use, and occupancy of the Additional Premises or any portion thereof should terminate on a date other than the first day of a calendar month, then the rental for the Additional Premises will be prorated to reflect the actual number of days during which the Tenant will have enjoyed the possession, use, and occupancy of said Additional Premises.

C. Tenant agrees to pay CITY within fifteen (15) days of receipt of invoice for non-recurring charges that become due to CITY under this Lease.

D. In the event any required payment is not made by Tenant when required, CITY shall be entitled to, and Tenant will pay to CITY, interest at the rate of eighteen percent (18%) per annum on all amounts unpaid accruing from the date such amount was due. In addition, Tenant

shall pay ten dollars ($10.00) dollars per calendar day that any report required under this Lease is delinquent and said charge shall accrue for each report until receipt by CITY.

E. CITY reserves the right to establish, from time to time, by Resolution, landing fees that may be applicable to Tenant, its guests, and its business invitees.

F. Should *ad valorem* taxes be assessed against the Premises, Tenant shall

be responsible for payment of all such taxes or assessments as set forth in Section 14, hereof.

Default by the Tenant as to any of the foregoing requirements which is not cured as provided in Section 21.B hereof, shall result in a vesting of title to the Real Property and the Tenant Improvements, the Additional Premises as previously described, in the CITY as provided in Section 21.B hereof.

7. REPORTS, RECORDS AND AUDITS

Tenant shall maintain all records showing compliance with any legal or regulatory requirements. Tenant shall maintain all such records for the duration specified by law. If not specified by law, Tenant shall maintain all such records for no less than four (4) years. Books and records of Tenant shall be stored in such manner to provide reasonable and expeditious access, without cost to the CITY, for audit or inspection purposes hereunder.

8. UTILITIES

A. Tenant shall be responsible for coordinating and paying for its utilities directly with and to utility providers. Where possible, utilities shall be separately metered and Tenant shall pay such charges directly to the respective utility company or agency.

B. CITY has provided some utility infrastructure on the Airport property and Tenant has familiarized itself with such infrastructure and determined what else Tenant must install to meet Tenant's needs. Tenant shall be responsible for the construction and expense of all utility improvements and connections on and to the Additional Premises except those that already exist on the effective date. In the event that installation of a fire hydrant is necessary in order for Tenant to have sufficient fire protection service to the contemplated Tenant Improvements, Tenant

shall be responsible for the installation of the fire hydrant and related infrastructure in compliance with all applicable codes.

C. Tenant waives any and all claims against CITY for compensation for any and all loss or damage sustained by reason of any defect, deficiency, or impairment of any utility system unless such loss or damage was caused by the willful act or gross negligence of CITY.

D. CITY reserves the right for itself and others to existing utility easements over, under or across the Additional Premises, and to grant necessary utility easements, provided that in the exercise of such rights causes no interference with Tenant's use of the Additional Premises except reasonable temporary interference occasioned by installation of facilities associated with such easements, and CITY shall repair any damage to the Additional Premises and improvements thereon caused by CITY as a result of the exercise of such reserved rights. CITY also reserves the right to utilize any existing surface and underground pipes, pumps, utility lines or hydrant systems on the Additional Premises as are necessary to supply utility service to other portions of the Airport or to lessees thereon. When exercising its reserved rights under this paragraph, except in the event of an emergency, CITY shall provide to Tenant reasonable notice of proposed changes and copies of any written plans, shall reasonably coordinate with Tenant, and shall use best efforts to be the least intrusive to Tenant’s operations as commercially practicable.

9. OWNERSHIP OF IMPROVEMENTS

A. Ownership. Tenant shall have title to and ownership of all improvements constructed by Tenant while this Lease is in effect. Title to all permanent improvements on the Additional Premises shall vest in CITY at the expiration or early termination of this Lease. All property located or installed on the Additional Premises shall be dealt with according to Section 21.D, hereof.

10. FACILITIES, MAINTENANCE AND REPAIR

A. In the operation of Tenant's activities within that portion of the Airport Administration Building occupied by the Tenant and the Additional Premises, Tenant will design, develop, construct, manage, maintain, repair, and pay for the following:

1. All leasehold improvements, decorations, equipment and furnishings, including, but not limited to, fencing, lighting, roadways and any apron area located inside the Additional Premises, automobile parking, drainage, necessary finishes, electrical, telephone, communication conduit and accessories piping, duct work, equipment and fixtures as required by Tenant in the conduct of business.

2. Connections of all utilities, including, but not limited to, underground utility lines and connections from the improvements as desired within the Additional Premises.

3. All janitorial service and requirements, landscaping, and daily routine Additional Premises clean-up work to keep the Premises in good and tenantable condition throughout the term of this Lease.

B. Tenant will be responsible for the removal and disposal of garbage, debris, contaminants and any other waste material (whether solid or liquid) arising out of its occupancy of that portion of the Airport Administration Building occupied by the Tenant and the Additional Premises or out of its operation. Such removal will conform to all governmental requirements and regulations and the Airport Standards and Tenant shall not dispose or permit any other person to dispose of any waste material taken from or products used with respect to its aircraft into the sanitary or storm sewers at the Airport (whether liquid or solid), except in locations designated by CITY for such waste or unless such waste material or products have first been properly treated by equipment installed with the approval of CITY for that purpose and unless all appropriate permits have been obtained. Such removal and disposal of garbage, debris, contaminants, or other waste material is understood to include routine, daily clean-up of the Additional Premises.

C. Tenant, at its sole cost and expense, shall maintain or cause to be maintained that portion of the Airport Administration Building occupied by the Tenant and the Additional Premises and the improvements and appurtenances thereto at all times in a safe and neat condition, free of unsightly conditions and in good physical repair consistent with good business practice. Tenant shall repair all damage to said premises caused by its employees, subtenants, licensees or visitors, or arising out of its operation thereon; it shall maintain and repair all equipment thereon, including any drainage installations, paving, curbs, islands and improvements; and it shall repaint and repair such buildings and facilities as shall be reasonably necessary from time to time.

D. Tenant shall have responsibility for detection and removal of any foreign object debris, as that term is generally understood in the aviation industry, on that portion of the Airport Administration Building occupied by the Tenant and the Additional Premises, and shall be responsible for removal of any foreign object debris that is not on the Additional Premises if it is reasonably clear that it came from the Additional Premises or the operations thereon. Tenant shall also have responsibility for removal of any other debris from the Additional Premises. Any claims, demands, suits, or loss, including any and all outlay and expense connected therewith arising due to or in connection with foreign object debris covered by this paragraph shall be subject to Section 12 of this Lease.

E. The City Manager or his designee in his or her discretion, reasonably exercised, shall be the judge of the quality of maintenance, repair, cleaning, and other Tenant responsibilities under this Section. Upon written notice by the City Manager or his designee to Tenant, Tenant shall be required to perform reasonable maintenance, repair, or cleaning that the City Manager or his designee deems necessary. If such maintenance, repair, or cleaning or reasonable steps to undertake such work are not commenced by Tenant within five (5) days after receipt of such written notice, CITY shall have the right to enter upon the Additional Premises and perform the necessary maintenance, repair, or cleaning, the cost of which, including a fifteen (15) percent administrative charge, shall be borne by Tenant. Payment for such work performed by the CITY shall be made by Tenant within fifteen (15) days after billing by the CITY for the same. Notwithstanding the above, CITY may require any immediate maintenance, repair, or cleaning affecting safety or the security of the Airport as determined in writing by the City Manager or his designee in his or her sole discretion and if Tenant cannot be reached or does not immediately carry out such work, CITY shall have the right to immediately enter upon the Premises and perform the necessary work, the cost of which, including a fifteen (15) percent administrative charge, shall be borne by Tenant. CITY reserves the right to enter and inspect the Additional Premises at any reasonable time throughout the term of this Lease in the execution of its governmental and proprietary functions or to ensure compliance with this Lease.

F. CITY may enter upon that portion of the Airport Administration Building occupied by the Tenant and/or the Additional Premises as need be to provide adequate protection and utilities to any portion of its property, but such must be done in a reasonable manner and shall not

unreasonably interfere with Tenant's use of the Additional Premises.

G. CITY will cooperate with Tenant in any efforts to obtain funds from federal or state airport grants and other federal or state funds.

11. DAMAGE OR DESTRUCTION OF LEASED PREMISES

If during the term of this Lease the Additional Premises or any buildings or structures which may be a part of the Additional Premises are damaged or destroyed by fire or other casualty, Tenant shall immediately notify Tenant’s property insurance carrier of the occurrence, provide CITY with a copy of such notification and as soon as practicable clean up, remove and properly dispose of all debris from the damaged or destroyed site and shall bring that portion of the Premises to a safe and stable condition. Tenant shall restore or rebuild the Additional Premises or any building or structure as soon as practicable. Tenant shall reconstruct, rebuild or restore the Additional Premises in a good and workmanlike manner to a like or better condition than existed prior to such damage or destruction and shall, within sixty (60) days after the occurrence of such damage or destruction, provide CITY with written notice of a schedule for such reconstruction, repair or restoration. Tenant shall begin such reconstruction, repair or restoration within ninety (90) days after the occurrence of such damage or destruction. The period of time for Tenant to complete the reconstruction, repair or restoration may be extended for delays caused by the fault or neglect of CITY or because of acts of God, acts of public agencies, fires, freight embargoes, inclement weather, or other contingencies beyond the control of Tenant.

12. INSURANCE REQUIREMENTS

A. General. Tenant shall purchase and maintain insurance required in this Section to protect Tenant and CITY throughout the duration of this Lease. All policies shall be written on a per occurrence basis and not a claims-made basis unless otherwise approved in writing by the City Manager or his designee, in the event that a per occurrence policy is not available. All policies shall be written in form and amounts and with companies satisfactory to CITY. Tenant shall name CITY, its elected and appointed officials, employees and agents as additional insured on all policies except workers compensation insurance. All coverage required hereunder shall be primary without a right of contribution from any other insurance or similar protection that is carried by or on behalf of the additional insureds. CITY shall have no liability for any premiums

charged for such coverage, and the inclusion of CITY as an Additional Insured is not intended to, and shall not make, CITY a partner or joint venturer with Tenant in its operations at the Airport. All insurance policy limits indicated below are the minimum limits required in order for the Tenant to operate on the Premises and do not contractually release or limit the Tenant from additional liability for any loss associated with these coverages that may exceed those minimum limits.

B. Required Insurance.

1. Workers Compensation Insurance: If applicable, Tenant shall procure and maintain during the life of this contract, Worker's Compensation Insurance, including Employer's Liability Coverage, in accordance with all applicable Florida Statutes.

2. Airport Liability/Hangarkeepers Liability: Tenant shall procure and maintain, during the life of this Lease, Airport Liability Insurance, including Hangarkeepers Liability, in a policy form customarily carried at the time in the United States. The Airport Liability Insurance coverage shall include limits not less than $1,000,000 per occurrence combined single limit and the Hangarkeepers Liability coverage shall include limits of not less than $1,000,000 per occurrence combined single limit. A list of all exclusions not considered "standard and customary" to the form of policy customarily carried at the time in the United States shall be attached to the Certificate of Insurance or a copy of the insurance policy may be submitted.

3. Commercial General Liability Insurance: If, under the terms of this Lease, Tenant conducts operations that create general liability exposures not covered by its Airport Liability Insurance policy, Tenant shall procure and maintain during the term of this Lease Commercial General Liability Insurance on a per occurrence basis with limits of liability not less than $1,000,000 per occurrence and aggregate combined single limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following: (1) Contractual Liability, (2) Premises and Operations, (3) Products and Completed Operations, (4) Independent Contractors Coverage, (5) Personal and Advertising Injury, and (6) deletion of Explosion, Collapse and Underground (XCU), where applicable. Coverage shall be no less comprehensive and no more restrictive than the coverage provided by a standard form Commercial General Liability Policy (ISO CG 0001 with standard exclusions "a" through "o" or an equivalent acceptable to CITY. Any additional exclusions shall be submitted with the Certificate of insurance and shall be subject to the review and approval of the CITY. The policy shall be endorsed to provide an Aggregate per Location Endorsement.

4. Automobile Liability: Tenant shall maintain automobile liability insurance as required by the CITY.

5. Umbrella/Excess Insurance: The General Liability and Automobile Liability Insurance requirements above may be satisfied with a combination of primary and Umbrella/Excess Insurance. The Umbrella/Excess Insurance shall also be written on a per occurrence basis unless otherwise approved by CITY and shall include the same endorsements as required of the primary policy(ies).

6. Property Insurance: Tenant shall procure and maintain during the life of this Lease, Property Insurance, in a form at least as broad as the standard Insurance Services Office special cause of loss form, and flood insurance covering all currently existing buildings as well as any new buildings constructed. These policies shall insure, and shall be sufficient to cover the replacement value of, all improvements installed on the Premises, and all fixtures, furnishings, equipment and decoration kept, furnished or installed on the Premises. The insurance policy(ies) secured pursuant to this paragraph shall provide coverage on a replacement cost basis.

7. Builder's Risk Insurance: Tenant shall purchase builder's risk insurance for the full value of the improvements to be constructed pursuant to the Tenant Development Plan and shall maintain such insurance until all certificates of occupancy have been issued. For any building later constructed, Tenant shall purchase builder's risk insurance for the full value of the building to be constructed and shall maintain such insurance until all certificates of occupancy have been issued.

C. Subcontractors: Tenant shall require that any of its agents and subcontractors who perform work and/or services pursuant to the provisions of this Lease carry commercially reasonable insurance coverage commensurate with their use or access as consistent with industry standards for that use or access.

D. Proof of Insurance: Tenant shall provide to CITY a certificate or certificates of insurance evidencing all required insurance coverages. Tenant may not operate under the terms of this Lease until all required certificates and endorsements have been submitted and approved by CITY. Tenant promptly shall submit a certificate and any endorsement to CITY whenever a new policy is obtained or when requested by CITY. Upon request by CITY, Tenant promptly shall provide a copy of any policy or endorsement to CITY.

E. In the event of cancellation or material change to any policy that would adversely

affect the interests of the additional insureds, such cancellation or change shall not be effective as to the additional insureds until thirty (30) days after issuance of notice to the certificate holders or ten (10) days in the event of cancellation due to non-payment of premium.

F. Changes In Coverage Limits: Five (5) years from the Commencement Date of this Lease, and every five (5) years from that date forward through the termination of this Lease, the City Manager or his designee shall review and determine whether any of the insurance coverages and/or limits of coverage are insufficient, according to industry standards, to protect CITY from loss associated with Tenant's activities and operations under this Lease. CITY shall provide Tenant with written notice of any required changes in insurance policies and/or policy limits. Tenant shall effect the required changes no later than the next annual renewal of the applicable insurance policy following the date of CITY's written notification. Tenant shall submit to CITY new certificate(s) of insurance indicating that the required changes have been effected. Said certificates shall be submitted to CITY no later than thirty (30) days following the effective date of the affected policies

13. INDEMNIFICATION

A. Tenant agrees to the fullest extent permitted by law, to indemnify, defend, pay on behalf of, and hold harmless CITY, its elected and appointed officials, its agents, employees and volunteers and others working on behalf of CITY from and against any and all claims, demands, suits, or loss, including any and all outlay and expense connected therewith, including reasonable attorneys fees, and for any damages which may be asserted, claimed or recovered against or from CITY, its elected and appointed officials, employees, volunteers or others working on behalf of CITY, by reason of personal injury, including bodily injury or death, and property damages, including loss of use thereof, to the extent which it arises out of Tenant's operations, including acts or omissions by Tenant’s agents, servants, officers, employees, representatives, invitees, patrons, suppliers, and sublessees, independent contractors and their subcontractors.

14. TAXES AND LICENSES

A. Tenant shall pay all license fees, permit fees and/or any and all taxes necessary or required by law in connection with its occupancy of that portion of the Airport Administration Building occupied by the Tenant and the Additional Premises or the operation of its business thereon.

B. Prior to the commencement date of this Lease, the Premises are tax exempt. Tenant

shall be fully responsible for payment of any and all taxes, real estate taxes, assessments, and charges levied against that portion of the Airport Administration Building occupied by the Tenant and the Additional Premises or any part thereof or any improvements, and upon any taxable interest of Tenant acquired in this Lease from and after the date of this Lease. Tenant shall also be responsible for payment of any and all personal property taxes levied against any personal property placed upon the Premises by Tenant. Tenant shall pay all such taxes, assessments and charges as the same become due and payable. Upon request, Tenant shall deliver to CITY duplicate receipted tax statements showing such taxes, assessments and charges as having been paid prior to delinquency. Taxes for the year in which this Lease is terminated shall be paid upon such termination in a prorated amount equal to one-twelfth (1/12) of the taxes due and payable for the preceding year multiplied by the number of months in the year of such termination which elapsed prior to and including the month of such termination.

C. In the event that by legislative enactment, judicial action or administrative decision CITY or Tenant shall be determined to be liable for any real estate taxes, or charges in lieu of taxes, or use charge assessed against that portion of the Airport Administration Building occupied by the Tenant and the Additional Premises or improvements thereon, or any excise or tax on the activities or operations conducted on the premises, Tenant shall pay the same in the manner provided and shall reimburse the CITY for any such taxes, charges or excises that the CITY may pay, without duplication. After payment, Tenant shall have the right, either in its own name or in the name of the CITY, to contest or litigate in the appropriate tribunal or tribunals the validity of any such assessment or the amount thereof, all at the expense of the Tenant. Tenant shall indemnify and hold harmless CITY against any loss or damage arising from Tenant's contest of said assessment or its failure to pay the same pending final adjudication of the validity of the assessment and/or the amount thereof by Court or other tribunal of competent jurisdiction.

15. INGRESS, EGRESS, AND SECURITY

A. Tenant shall have the right of ingress to and egress from the that portion of the Airport Administration Building occupied by the Tenant and the Additional Premises subject to the Airport Standards. Subject to Tenant’s quiet enjoyment rights, CITY reserves the right to alter or change the routes of ingress and egress.

B. Tenant agrees to comply, as applicable, at all times with the Airport Standards, Federal Aviation Regulations Part 139 (14 C.F.R. Part 139), and Transportation Security Regulations Parts 1500, 1520 1540 and 1542 (49 C.F.R. Parts 1500, 1520, 1540, and 1542), and any other applicable laws, regulations and rules as such currently exist and are amended from time to time ("Security Requirements").

C. Tenant further agrees that it shall be responsible for ensuring Tenant's agents, servants, officers, employees, representatives, independent contractors and their subcontractors, invitees, patrons, and suppliers, and shall adhere to the Security Requirements. Tenant agrees to control all persons and vehicles entering any airport restricted area through its leased space in accordance with the Security Requirements and shall provide any and all escorts, as outlined in the Airport's Security Program, at all times.

D. Tenant shall be responsible for obtaining and coordinating any Transportation Security Administration (TSA) required or CITY administered criminal history record checks, fingerprinting, security threat assessments, badging, vehicle decals, and/or other activities required to ensure Tenant's agents, servants, officers, employees, representatives, independent contractors and their subcontractors, invitees, patrons, and suppliers are in compliance with the Security Requirements, any federal or state requirement, and the terms and conditions of this Lease. Tenant shall be responsible to pay any and all related costs associated with such tasks. If badge holder airport access is deactivated due to badge expiration or suspension or termination of any agents, servants, officers, employees, representatives, independent contractors or their subcontractors, invitees, patrons, and suppliers, or the suspension or termination of this Lease, or such other reasons as may be designated by the City Manager or designee, the Tenant must immediately report such information to the Airport Police Department. Tenant is responsible for ensuring all Airport-issued badges are returned to the CITY for any circumstance as described above. In the event the Tenant, Tenant's agents, servants, officers, employees, representatives, independent contractors and their subcontractors, invitees, patrons, or suppliers fails in its responsibilities for proper certifications, background checks or to return such Airport-issued badges upon cessation of employment or other circumstances that require return of a badge, or any cause of action that either singularly or collectively requires CITY to re-badge all currently badged personnel, as required by

the Security Requirements, Tenant shall bear the total cost of such re-badging process.

E. Tenant further agrees that any fines levied upon CITY, its officers, employees, agents, and elected or appointed members of CITY's boards and commissions and employees, agents or officers of CITY's boards and commissions pursuant to enforcement of Security Requirements due to acts or omissions by Tenant, Tenant's agents, servants, officers, employees, representatives, independent contractors and their subcontractors, invitees, patrons, and suppliers shall be borne by Tenant. Tenant further agrees to indemnify and hold harmless CITY, its officers, employees, agents, and elected or appointed members of CITY's boards and commissions, and employees, agents, or officers of CITY's boards and commissions from any and all fines so levied and from any and all claims, demands, liabilities, or expenses of every kind or nature related to such levy or defense to such levy (including, but not limited to, salary of attorneys employed by CITY) which CITY or any of its officers, employees, elected or appointed officials, or other persons set out above shall or may at any time sustain or incur by reason of or in consequence of such acts or omissions by Tenant. Tenant further agrees to indemnify and hold harmless CITY, its officers, employees, agents, and elected or appointed members of CITY's boards and commissions, and employees, agents, or officers of CITY's boards and commissions from any and all claims, demands and or lawsuits arising out of Tenant's or Tenant's employees' failure to comply with Security Requirements.

F. If warranted pursuant to Airport Standards or TSA regulations and policies, Tenant may have badge/access privileges immediately suspended and/or revoked by the City Manager or designee for failure to adhere to the Security Requirements or for failure to return all badges within the time frames specified herein.

G. Airport shall have the right to enter the Premises and any building located thereon at any time for any reason. Tenant shall provide to Airport a current copy of all keys, access cards or codes, or similar items necessary gain entry into the Premises and the building located thereon.

16. ENVIRONMENTAL MATTERS

A. Tenant covenants to comply with all federal, state, and local laws now in effect and as amended, or hereinafter enacted, that deal with the regulation or protection of the environment ("Environmental Laws").

B. As used herein, the term "Hazardous Materials" means and includes any and all substances, chemicals, wastes, sewage or other materials which are now or hereafter regulated, controlled or prohibited by any local, state or federal law or regulation requiring removal, warning or restrictions on the use, generation, disposal or transportation thereof including, without limitation, (a) any substance defined as a "hazardous substance," "hazardous material," "hazardous waste," "toxic substance," or "air pollutant" in the Comprehensive Environmental Response Compensation and Liability Act (CERCLA), 42 U.S.C. Section9601, et seq., the Hazardous Materials Transportation Act (HMTA), 49 U.S.C. Section1801. et seq., the Resource Conservation and Recovery Act (RCRA), 42 U.S.C. Section6901, et seq., the Federal Water Pollution Control Act (FWPCA), 33 U.S.C. Section1251, et seq., or the Clean Air Act (CAA), 42 U.S.C. Section7401, et seq., all as amended and amended hereafter, (b) any hazardous substance, hazardous waste, toxic substance, toxic waste, hazardous material, waste, chemical, or compound described in any other federal, state, or local statute, ordinance, code, rule, regulation, order, decree or other law now or at any time hereafter in effect regulating, relating to or imposing liability or standards of conduct concerning any hazardous, toxic, or dangerous substance, chemical, material, compound or waste. As used herein, the term "Hazardous Materials" also means and includes, without limitation, asbestos; flammable, explosive or radioactive materials; gasoline; oil; motor oil; waste oil; petroleum (including without limitation, crude oil or any fraction (hereof); petroleum-based products; paints and solvents; lead; cyanide; DDT; printing inks; acids; pesticides; ammonium compounds; polychlorinated biphenyls; and other regulated chemical products.

C. Tenant covenants that it shall not, under any circumstance, release or dispose of or cause the release or disposal of Hazardous Materials under or on the Additional Premises or the Airport property in any manner or fashion. Tenant covenants that it shall dispose of such Hazardous Materials off of the Premises at legally appropriate facilities and in accordance with Environmental Laws. Tenant covenant that it shall cause any soil or other portion of the Additional Premises (or if due to the acts or omissions of Tenant, any other portion of the Airport property), which has become contaminated by any Hazardous Material during the Term, to be decontaminated, detoxified or otherwise cleaned up in accordance with Environmental Laws within a reasonable time following detection.

D. Upon the expiration or earlier termination of this Lease, Tenant shall, at its

expense, (a) cause all Hazardous Materials to be removed from the Additional Premises and disposed of in accordance with Environmental Laws; (b) unless otherwise agreed to by the CITY, remove any aboveground or underground storage tanks or other containers installed and used to store Hazardous Materials on the Additional Premises and repair any damage to the Additional Premises caused by such removal; (c) with respect to any aboveground or underground storage tanks that the CITY agrees that Tenant may leave on the Premises, have such tanks inspected and certified as being in compliance with Environmental Laws and in the appropriate circumstance, provide a temporary or permanent Certificate of Closure for such tanks (in the event that a tank is closed only temporarily, all leak-detection systems must remain in place and be fully operational at the time Tenant surrenders the Additional Premises to the CITY); (d) cause any soil and groundwater on any other portion of the Airport property which has become contaminated by any Hazardous Materials brought to the Additional Premises by or for Tenant or by Tenant's agent, officer, employee, representative, independent contractor and its subcontractors, invitee, patron, supplier, or subtenant to be decontaminated, detoxified or otherwise cleaned up in accordance with the requirements of Environmental Laws and relevant governmental authorities; and (e) otherwise surrender possession of the Additional Premises to the CITY free of contamination attributable to Hazardous Materials in excess of amounts permissible under then current Environment Laws. Tenant shall have no liability under this paragraph for conditions that existed on the Additional Premises prior to the Effective Date.

E. Tenant shall indemnify the CITY, its elected or appointed officials, officers and employees, defend them with counsel reasonable and acceptable to the CITY, and hold them free and harmless from any and all liabilities, damages, claims, penalties, fines, settlements, causes of action, costs or expense, including reasonable attorneys' fees, environmental consultant and laboratory fees and the costs and expense of investigation and defending any claims or proceedings, resulting from or attributable to (a) the presence, disposal, release or threatened release of any Hazardous Material if due to the acts or omissions of Tenant, (b) any personal injury (including wrongful death) or property damage (real or personal) arising out of or relating to such Hazardous Material; (c) any lawsuits or administrative order relating to such Hazardous Material; or (d) any violation of any laws applicable to such Hazardous Material.

F. Tenant shall indemnify the CITY, its elected or appointed officials, officers and employees, defend them with counsel reasonable and acceptable to the CITY, and hold them free

and harmless from any and all liabilities, damages, claims, penalties, fines, settlements, causes of action, costs or expense, including reasonable attorneys' fees, environmental consultant and laboratory fees and the costs and expense of investigation and defending any claims or proceedings, to the extent that any of the above result from or are attributable in any way from the violation of any of the Environmental Laws by Tenant, Tenant's agents, servants, officers, employees, representatives, independent contractors and their subcontractors, invitees, patrons, suppliers, and sublessees.

G. Tenant's indemnification, defense, and hold harmless obligations under this Section 16 are in addition to any obligations, covenants, or representations under Section 13.

17. MISCELLANEOUS OBLIGATIONS OF TENANT

A. Business Conduct. Tenant shall conduct its operation hereunder in an orderly and proper manner so as not to unreasonably annoy, disturb, endanger or be offensive to others at or near that portion of the Airport Administration Building occupied by the Tenant and the Sdditional Premises.

B. Sound Level. Tenant shall take all reasonable measures to reduce to a minimum vibrations tending to damage any equipment, structure, building or portion of a building whether on that portion of the Airport Administration Building occupied by the Tenant or the Additional Premises or located elsewhere on the Airport and the surrounding areas and to keep the sound level of its operation as low as possible, consistent with Tenant's operations.

C. Conduct of Employees and Invitees. Tenant shall, within reason, control the conduct and appearance of its employees, invitees, and of those doing business with it and, upon reasonable objection from CITY concerning inappropriate conduct or appearance of any such persons, shall immediately take all reasonable, lawful steps necessary to remove the cause of objection.

D. Nuisance. Tenant shall not commit any nuisance, waste, or injury on the Premises and shall not do or permit to be done anything that may result in the creation or commission or maintenance of such nuisance, waste or injury on the Premises.

E. Vapor or Smoke. Tenant shall not create nor permit to be caused or created upon the Premises any obnoxious odor, smoke or noxious gases or vapors beyond those associated with normal leasehold activities.

F. Interference with Systems. Tenant shall not do or permit to be done anything at or about the Airport, which may interfere with the effectiveness or accessibility of the drainage and sewage system, fire protection system, sprinkler system, alarm system, fire hydrants and hoses, if any, installed or located near, on or within the Premises or Shared Premises.

G. Overload of Floors or Paved Areas. Tenant shall not overload any floor or paved area on the Premises and shall repair in accordance with industry standards, to CITY's reasonable satisfaction, any floor, including supporting members, and any paved area damaged by overloading.

H. Interference with Insurance. Tenant shall not do or permit Tenant's employees, contactors, guests, customers, invitees or other entities under their direct or indirect charge to do, any act or thing upon the Airport, which will invalidate or conflict with any fire or other casualty insurance policies (copies of which shall be furnished to Tenant upon request) covering the Airport or any part thereof.

I. Frequency Protection. Tenant shall provide frequency protection within the aviation air/ground VHF frequency band and the UHF frequency band in accordance with restrictions promulgated by the Federal Aviation Administration.

K. Flammable Liquids. Tenant shall not keep or store, during any 24-hour period, flammable liquids within the enclosed portion of the Premises in excess of Tenant's working requirements during said 24-hour period, except in rooms or tanks especially constructed for such purposes in accordance with standards established by the National Board of Fire Underwriters and any applicable federal, state, or local law. Any such liquids having a flash point of less than 100 degrees Fahrenheit shall be kept and stored in safety containers of a type approved by the Underwriters Laboratories.

L. Equipment Parking. Tenant shall park and/or store materials and/or equipment only on the Additional Premises and other authorized areas. Unauthorized materials or equipment may not be placed anywhere on the Airport including the Additional Premises and authorized materials or equipment must be placed in designated areas.

18. LEASEHOLD ENCUMBRANCES

Tenant may mortgage Tenant's interest under this Lease only if approved in advance, in writing, by the City Manager or his designee. In no event shall Tenant be permitted to mortgage the Real Property.

19. SUBORDINATION

This Lease and all provisions hereof are subject and subordinate to the terms and conditions of the instruments and documents under which CITY acquired or financed the subject property and shall be given only such effect as will not conflict or be inconsistent with the terms and conditions thereof, and any existing or subsequent amendments thereto, and are subject to any ordinances, rules or regulations which have been, or may hereafter be adopted by CITY pertaining to the Airport.

20. ASSIGNMENT

CITY's advance written approval shall be required for any assignment of this Lease. CITY'S approval of an assignment may be withheld in its sole discretion.

21. TERMINATION

A. In the event that CITY permanently closes or relocates the Airport, either party may terminate this Lease without default and without owing any damages or obligations to the other party due to such a termination, such as but not limited to, condemnation damages, business or expectation damages, and without offering of alternative land or services.

B. Termination by CITY:

1. Tenant will be in default under this Lease in the event of any one or more of the following occurrences:

a. Tenant becomes insolvent, or takes the benefit of any present or future insolvency Statute, or makes a general assignment for the benefit of creditors, or files a voluntary petition in bankruptcy, or a petition or answer seeking an arrangement for its reorganization, or the readjustment of its indebtedness under the federal bankruptcy laws, or under any other law or statute of the United States or of any State thereof, or consents to the appointment of a receiver, trustee, or liquidator of any or substantially all of its property.

b. A petition under any part of the federal bankruptcy laws, or an action under any present or future insolvency law or statute, is filed against Tenant and is not dismissed within ninety (90) days after the filing thereof or which causes the discontinuance of the fulfillment of any required provision of the Lease by Tenant.

c. Tenant fails to pay the rental charges when due or fails after fifteen (15) days

written notice to pay other monetary payments, including payment of any *ad valorem* taxes assessed against the premises, required by this Lease.

d. Violation by Tenant, its contractors, or subcontractors, of any material term, covenant or conditions of this Lease, as determined by the CITY in its reasonable discretion, regardless of whether the section of this Lease setting forth that term, covenant or condition states that failure to fulfill it is grounds for termination.

e. Tenant fails to abide by all Airport Standards.

f. Tenant fails to provide any bond or certificate of insurance required by this Lease where such failure continues for a period of ten (10) days after written notice thereof from CITY to Tenant.

2. Tenant shall have thirty (30) days following delivery by CITY of a written notice of such breach or default during which it may cure the breach or default to avoid the termination of this Lease, except if the fulfillment of its obligation requires activity over a period of time, and Tenant has commenced in good faith to perform whatever may be required for fulfillment within fifteen (15) days after receipt of notice and continues such performance without interruption except for causes beyond its control. Failure to pay any rent as required and when required by this Lease shall be an immediate default and no written notice of default or cure period shall be necessary.

3. In addition to all other remedies available, if default is made by Tenant as described in Section 21.B.1 hereinabove, and such default is not cured as provided in Section 21.B.2, CITY may elect to terminate this Lease immediately by written notice to Tenant. In the event of any termination for default by Tenant, CITY will have the right to enter upon the Premises and take exclusive possession of same. Redelivery and disposal of improvements will be as described in Section 21.D of this Lease. All rights and remedies of the CITY herein created or otherwise existing at law are cumulative and the exercise of one or more rights or remedies shall not be taken to exclude or waive the right to exercise of any other, except where this Lease provides otherwise. All such rights and remedies may be exercised and enforced concurrently and whenever and as often as deemed advisable. Any amount paid or expense or liability incurred by the CITY for the account of Tenant may be deemed to be additional charges and the same may, at the option of the CITY, be added to any rents and fees then due or thereafter falling due hereunder. The Tenant agrees to keep all required insurance policies in effect until the time it surrenders its Premises.

C. Termination by Tenant:

1. As the sole remedy to the Tenant, this Lease shall be subject to cancellation by the Tenant and shall not be deemed a default by either party, upon thirty (30) days written notice, if the United States government or any authorized agency thereof, assumes operation, control or use of the Airport or any portion thereof, and its facilities in such a manner as to substantially restrict the Tenant from maintaining its Premises and associated operations, if such restriction be continued for a period of ninety (90) days or more. Notwithstanding the foregoing, nothing herein shall restrict or diminish Tenant's rights to eminent domain or condemnation awards as against the United States government or other authorized agency that has assumed the operation, control or use of the Airport or any portion thereof.

2. Default by CITY: CITY will be considered in default of this Lease if CITY fails to fulfill any of the terms, covenants, or conditions set forth in this Lease.

3. CITY shall have thirty (30) days following delivery by Tenant of a written notice of such breach or default during which it may cure the breach or default to avoid the termination of this Lease, except if the fulfillment of its obligation requires activity over a period of time, and CITY has provided to Tenant a schedule of activities necessary to cure the default and has commenced in good faith to perform whatever may be required for fulfillment within twenty (20) days after receipt of notice and continues such performance without interruption except for causes beyond its control.

4. In addition to all other remedies available in law or equity, if default is made by CITY as described in Section 21.C.2 hereinabove, and such default is not cured as provided in Section 21.C.3, Tenant may elect to terminate this Lease with thirty (30) days written notice to CITY. In the event of the termination for default by CITY, redelivery and disposal of improvements and any compensation for improvements will be as described in Section 21.D of this Lease.

D. Tenant covenants that at the termination of this Lease, howsoever caused, it will quit and surrender that portion of the Airport Administration Building occupied by the Tenant and/or the Additional Premises in good repair and condition, except reasonable wear and tear and comply with Section 16 of this Lease. Prior to the natural expiration of this Lease or within thirty (30) days of an early termination, howsoever caused, Tenant shall remove from that portion of the Airport Administration Building occupied by the Tenant and the Additional Premises all personal

property belonging to Tenant or its sublessees. For purposes of Section 21.D the words "permanent improvements" will include, but not be limited to paving, buildings, structures and related appurtenances, wall coverings, carpeting, draperies, light fixtures, and any other materials or equipment typically considered to be a part of real property. Upon termination of this Lease, howsoever caused, Tenant shall leave in place all of the permanent improvements, except as otherwise provided in this Lease, without any consideration or compensation required from CITY to Tenant unless the termination is due to default of CITY or is governed by Section 21.A. If termination is due to default of CITY, CITY shall compensate Tenant for those permanent improvements by paying to Tenant the reasonably documented cost of construction of (i) the Tenant Improvements and (ii) any other improvements located on the Premises so long as those other improvements were not paid for by CITY multiplied by the number of years remaining in the Lease divided by 30 years, with such payment to be made within thirty (30) days of the date this Lease is terminated.

E. If the whole or any part of the Premises shall be taken by any public authority under the power of eminent domain, then the Term shall cease on the part so taken from the day of final possession on that portion, and the Rent shall be paid up to that day; and, if such portion of the Additional Premises is so taken as to destroy the usefulness of the Additional Premises for the purpose for which the Additional Premises were leased, then, from that day, Tenant shall have the right either to terminate this Lease and declare the same null and void, or to continue in the possession of the remainder of the same under the terms herein provided, except that the Land Rent shall be reduced in proportion to the amount of the Additional Premises taken. If Tenant shall fail to terminate this Lease as aforesaid within ninety (90) days after such taking, said failure shall be regarded as a waiver of its right to cancel pursuant to this section, whereupon this Lease shall continue for the then balance of the Term. If Tenant fails to exercise its right to cancel, Tenant shall, at its own cost and expense, make the repairs made necessary due to said partial taking.

22. FEDERAL GOVERNMENT REQUIREMENTS

A. Tenant shall furnish its accommodations and/or services on a fair, equal and not unjustly discriminatory basis to all users thereof and it will charge fair, reasonable, and not unlawfully discriminatory prices for each unit or service; provided that Tenant may be allowed to make reasonable nondiscriminatory discounts, rebates, or other similar type of price reductions to volume purchasers.

B. This Lease is subject and subordinate to the provisions of any agreements heretofore or hereafter made between the CITY and the United States Government, in relation to the operation and maintenance of the Airport, the execution of which is required to enable or permit transfer of rights or property to CITY for Airport purposes or expenditure of federal funds for Airport improvement, maintenance or development. Tenant shall abide by requirements of agreements entered into between the CITY and the United States Government, and shall consent to amendments and modifications of this Lease if required by such agreements or if required as a condition of CITY's entry into such agreements.

C. Tenant hereby agrees to comply with the following requirements as they pertain to Tenant's operations from Airport.

1. Tenant for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the said Premises described in this Lease for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, Tenant shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

2. Tenant for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that (1) no person on the basis of race, creed, color, sex, national origin, ancestry, age or handicap shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the basis of race, creed, color, sex, national origin, ancestry, age or handicap shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that any tenant shall use the Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary Part 21, NON-DISCRIMINATION in Federally-assisted Programs of the Department of Transportation

Effectuation of Title VI of the Civil Rights Act of 1964 and as said regulation may be amended, and (4) that any tenant will assure that no person will be excluded from participation in, denied the benefits of or otherwise be discriminated against in connection with the award and performance of any contract, including leases, covered by 49 CFR Part 23 on the grounds of race, color, religion, sex, sexual orientation, age, disability, national origin or any other protected status.

3. In the event of breach of the nondiscrimination covenants contained herein, CITY shall have the right to terminate this Lease and to re-enter and repossess said Premises and the facilities thereon pursuant to Section 21 or pursuant to any applicable requirement or procedure provided by federal law. This provision shall not be effective until the procedures of Title 49, Code of Federal regulations, Part 21, are followed and completed, including exercise or expiration of appeal rights.

4. Tenant assures that it will undertake an Affirmative Action Program, if required by 14 Code of Federal Regulations Part 152, Subpart E, to ensure that no person shall on the grounds of race, creed, color, sex, national origin, ancestry, age or handicap be excluded from participating in any employment activities covered thereby. Tenant assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. Tenant assures that it will require that its covered sub-organizations (subtenants) provide assurances to CITY that they similarly will undertake Affirmative Action Programs and that they will require assurances from such Tenant and users, if required by 14 Code of Federal Regulations Part 152, Subpart E, to the same effect.

5. Tenant assures that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This Provision obligates the tenant/concessionaire or its transferee for the period during which Federal assistance is extended to the airport program, except where Federal assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon. In these cases, the Provision obligates the party or any transferee for the longer of the following periods: (a) the period during which the property is used by the sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision or similar services or benefits; or (b) the period during which the airport sponsor or any transferee retains ownership or possession of the

property. In the case of contractors, this Provision binds the contractors for the bid solicitation period through the completion of the contract.

D. Tenant agrees to comply with the Americans with Disabilities Act (1990) and any amendments and regulations thereto as applicable to Tenant's operations on the Premises.

E. Notwithstanding the above, Tenant shall comply with any applicable federal requirement, present or future, regarding non-discrimination or any other subject, not mentioned herein due to inadvertence or changed circumstances. Tenant shall not rely on Section 22 of this Lease as a complete list of all present and future federal requirements and the violation of any federal requirement shall be grounds for termination of this Lease.

23. GENERAL PROVISIONS

A. CITY reserves the right to further develop, improve, maintain, and repair the landing area or any other area, building or other improvement within the present or future boundaries of the Airport, but not inside the Additional Premises, as it sees fit in its sole judgment.

B. No provision of this Lease shall limit the CITY or expose the CITY to any liability for the exercise of its statutory or common law rights and obligations to control the Airport, to provide for the safety and security of all users of the Airport and to make available suitable facilities for cargo services, passenger and baggage services and the landing accommodation of aircraft. CITY retains the right to allow any tenant or CITY's own personnel or contractors to conduct business that is in competition with Tenant's current or reasonably anticipated business.

C. CITY may adopt and enforce rules, regulations, and ordinances, which Tenant agrees to observe and obey, with respect to the use of the Airport. Tenant, its employees and agents shall not violate any such rules, regulations, and ordinances. Tenant and its contractors, customers, or other invitees shall not violate any such rules, regulations, or ordinances and Tenant shall report any violation that it becomes aware of to CITY.

D. Any and all rights and privileges not granted to Tenant by this Lease are hereby reserved for and to CITY.

E. All the terms, covenants, and agreements herein contained shall be binding upon and shall inure to the benefit of successors, assigns, and legal representatives of the respective parties hereto.

F. This Lease and all disputes arising hereunder shall be governed by the laws of the State of Florida and venue for any dispute shall be in a Court of appropriate jurisdiction in the 10th

Judicial Circuit, in and for Polk County, Florida. Federal jurisdiction shall lie in the Courts of the Middle District of Florida. In any such dispute, each party shall be responsible for its own respective costs and attorney's fees.

G. No waiver of default by either party of any of the terms, covenants, and conditions hereof to be performed, kept, and observed by the other party shall be construed as, or shall operate as, a waiver of any subsequent default of any of the terms, covenants, or conditions herein contained, to be performed, kept, and observed by the other party.

H. If one or more clauses, sections, or provisions of this Lease, or the application thereof, shall be held to be unlawful, invalid, or unenforceable, the remainder of this Lease and the application of its remaining provisions shall not be affected thereby.

I. The paragraph headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provision of this Lease.

J. Neither Tenant nor CITY shall be liable for delays in performance of their obligations caused by acts of God or government authority, terrorism, war, riot, sabotage, storm, flood, or other cause beyond the reasonable control of Tenant or CITY. However, unless this Lease has been validly terminated pursuant to Section 21, this provision shall not excuse Tenant from paying all rentals and fees required under this Lease.

K. This Lease, together with all exhibits attached hereto and all other representations or statements heretofore made, verbal, or written, are merged herein. Tenant acknowledges that this Lease supersedes and cancels any and all previous agreements on this matter between Tenant and CITY.

L. It is mutually understood that nothing in this Lease is intended or shall be construed as in any way creating or establishing the relationship of partners or joint venturers between the parties hereto, or as making Tenant as an agent or representative of CITY for any purpose or in any manner whatsoever.

M. No amendment to this Lease shall be effective unless it shall be in writing, signed by an authorized representative of each party.

N. In the event of a dispute arising from or related to this Lease, each party shall bear its own attorney's fees and costs incurred pre-trial, trial, appeal and/or bankruptcy.

O. CITY hereby reserves for the use and benefit of the public, the right of aircraft to fly in the airspace overlying the land herein leased, together with the right of said aircraft to cause

such noise as may be inherent in the operation of aircraft landing at, taking off from, or in the vicinity of the Airport, and the right to pursue the operations of same. CITY reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstructions, together with the right to prevent Tenant from erecting, or permitting to be erected, any building or other structure on any Premises, which, pursuant to the Airport Standards, would limit the usefulness of the Airport, or constitute a hazard to aircraft.

P. During the time of war or national emergency, CITY shall have the right to lease or grant use of the landing area or any part thereof to the United States Government for military use and the provisions of this instrument insofar as they are inconsistent with the provisions of such lease or grant of use to the Government, shall be suspended.

Q. CITY and Tenant represent that each has the full power and proper authority to make and execute this Lease, to exercise its rights, powers and privileges as described herein, and to perform the agreements and covenants set forth herein.

R. Tenant shall furnish such evidence as may be requested by CITY to demonstrate that Tenant is in compliance with the provisions of this Lease and/or is financially capable of providing the services and facilities set forth in the Lease.

S. No outside walls, roofs or other portion of the Additional Premises or of any improvements thereon shall be leased for or used for any advertising purposes. Reasonable business identification signs identifying Tenant may be installed but, if in the reasonable discretion of the City Manager or his designee, they are inconsistent with any rule adopted by CITY or the style and design of the Airport, they shall be modified or removed as directed by the City Manager or his designee.

T. Tenant shall keep the Additional Premises and improvements thereon free and clear of any lien or charge except for any mortgage, sublease or easement permitted by this Lease. Anything herein to the contrary notwithstanding, no lien or other interest may be given or impressed upon the interests of the CITY in the Additional Premises by an act or omission by Tenant, whether pursuant to Chapter 713, Florida Statutes, or otherwise. Tenant shall pay, when due, and hereby agrees to indemnify and hold harmless CITY and the Additional Premises for and from, all claims for labor or materials furnished or alleged to have been furnished to Tenant or anyone claiming by, through, or under Tenant for use on the Additional Premises.

U. CITY's and Tenant's rights and duties set forth in Sections 7 (records, but only to

the extent required by law or government grant), 12 (insurance, but only with regard to occurrences commencing prior to the expiration or termination of this Lease), 13 (indemnification), 14 (taxes, but only with regard to taxes accruing because of or related to the performance of this Lease), 16 (environmental matters), and paragraph T of this Section (no lien) shall survive any expiration or termination of this Lease.

V. Notices required herein may be given by personal delivery, by registered or certified mail by depositing the same in the U.S. mail in the continental United States, postage prepaid, or by a nationally recognized overnight delivery service. The time of giving of such notice when personally delivered shall be upon such delivery, when sent by U.S. Mail as aforesaid, it shall be deemed to be three business (3) days from the date deposited in the U.S. Mail, and when sent by overnight delivery as aforesaid, it shall be deemed to the next business day from the date of sending. If notice is given in any other manner or at any other place, it will also be given at the place and in the manner specified herein. Either party shall have the right, by giving written notice to the other to change the address at which its notices are to be received. Until any such change is made, notices shall be delivered as follows:

If intended for CITY, address to:

City Manager
City of Lake Wales
Post Office Box 1320
Lake Wales, FL 33859-1320

With a copy to:

Albert C. Galloway, Jr., City Attorney
Albert C. Galloway, Jr., P.A.
Post Office Box 3339
Lake Wales, FL 33859-3339

If intended for Tenant, address to:

[Signatures appear on Following Page]

IN WITNESS WHEREOF, the parties have caused these presents to execute in their respective names as of the day and year first above written.

(Seal)

Witnesses (2): **CITY OF LAKE WALES, FLORIDA**

_____ By: _____

Eugene Fultz, Its Mayor

_____

Attest _____

Clara VanBlargan, City Clerk

STATE OF FLORIDA
COUNTY OF POLK

This instrument was acknowledged before me by Eugene Fultz, as Mayor of the City of Lake Wales after approval by the Lake Wales City Commission on_____, 2016.

Notary Public
My Commission Expires _____

Tenant

Witnesses (2):

_____ By: _____

_____

STATE OF FLORIDA
COUNTY OF POLK

This instrument was acknowledged before me by , as Manager and on behalf of _____, who is personally known to me or has provided _____as identification, on_____, 2016.

_____

Notary Public
(SEAL

MEMORANDUM

April 12, 2016

TO: Honorable Mayor and City Commission

VIA: Kenneth Fields, City Manager

FROM: Sarah B. Kirkland, Utilities Director

SUBJECT: Exploratory Well Approval

SYNOPSIS: Southwest Florida Water Management District (District) would like to place an exploratory well on the City's rib site location to explore the possibility of an alternative water source.

STAFF RECOMMENDATION

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

1. Approve for the Southwest Florida Water Management District to come back to the City Commission with an agreement for approval of the installation of an exploratory well to seek out options for an alternative water source.

BACKGROUND

As water becomes a limited commodity in Central Florida, it is going to become necessary to find a more sustainable water supply source to supply all the city's future water needs. It has been handed down by the District that no one city will be able to increase their operating permits to withdraw additional amounts of water from the Upper Flordian Aquifer. As it stands, all the operating permits that have already been issued; have been issued for more than what the Upper Floridan Aquifer can supply.

The purpose of the exploratory well is to determine whether or not drawing water from the Lower Floridan Aquifer is a viable option as an alternative water source to supplement additional needs. If the water being retrieved is found to be a viable option, it will significantly reduce the cost for the City to participate in District funded alternative water source projects. The installation of this well will be one of three, strategically located in the ridge lakes area.

Staff recommends that the Commission take the following action, approve for the District to take the following steps in preparation to bring back before the commission an agreement for the installation of an exploratory well on the City rib site property.

OTHER OPTIONS

Chose not to approve for the District to install an exploratory well on city property at no cost, and possibly have a more costly option in later years, to test for other viable options to an alternative water source.

FISCAL IMPACT

There is no fiscal impact to the City at this time. All expenses will be covered by the Southwest Florida Water Management District for the installation of the exploratory well.

ATTACHMENTS

A presentation was given at the beginning of the meeting in the presentation section of the agenda.

"Hydrogeological Investigation of the Lower Floridan Aquifer in Polk County"

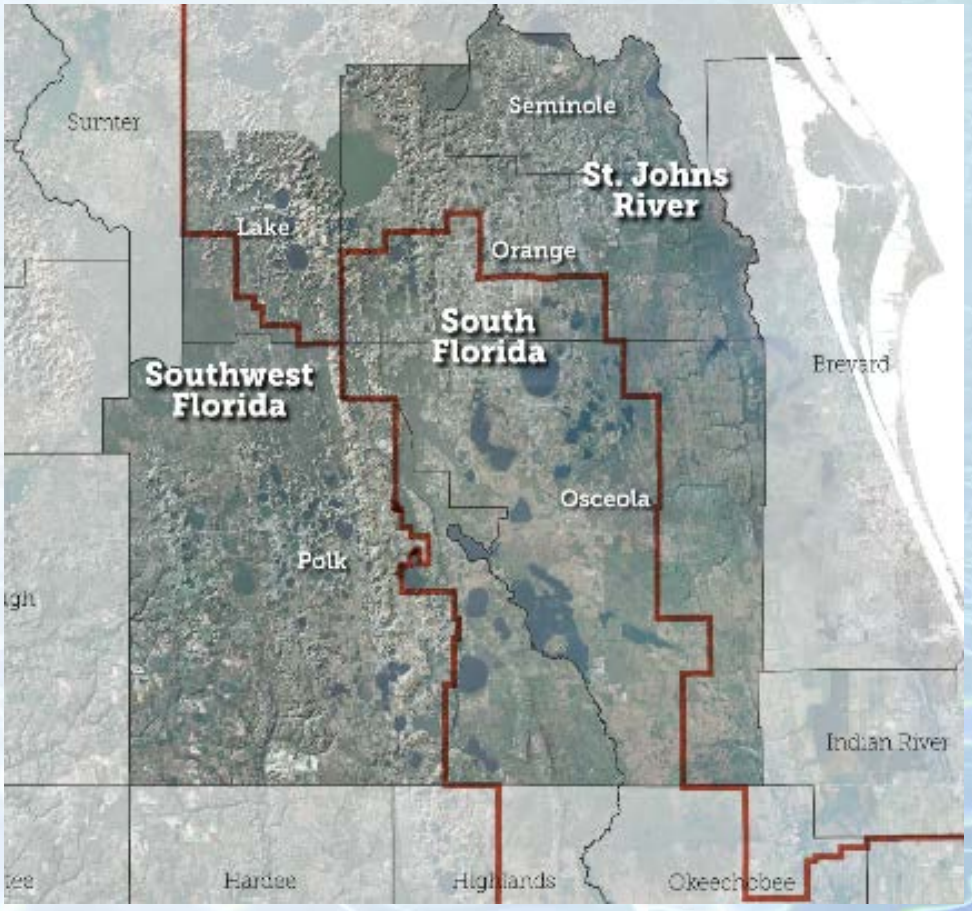
City of Lake Wales

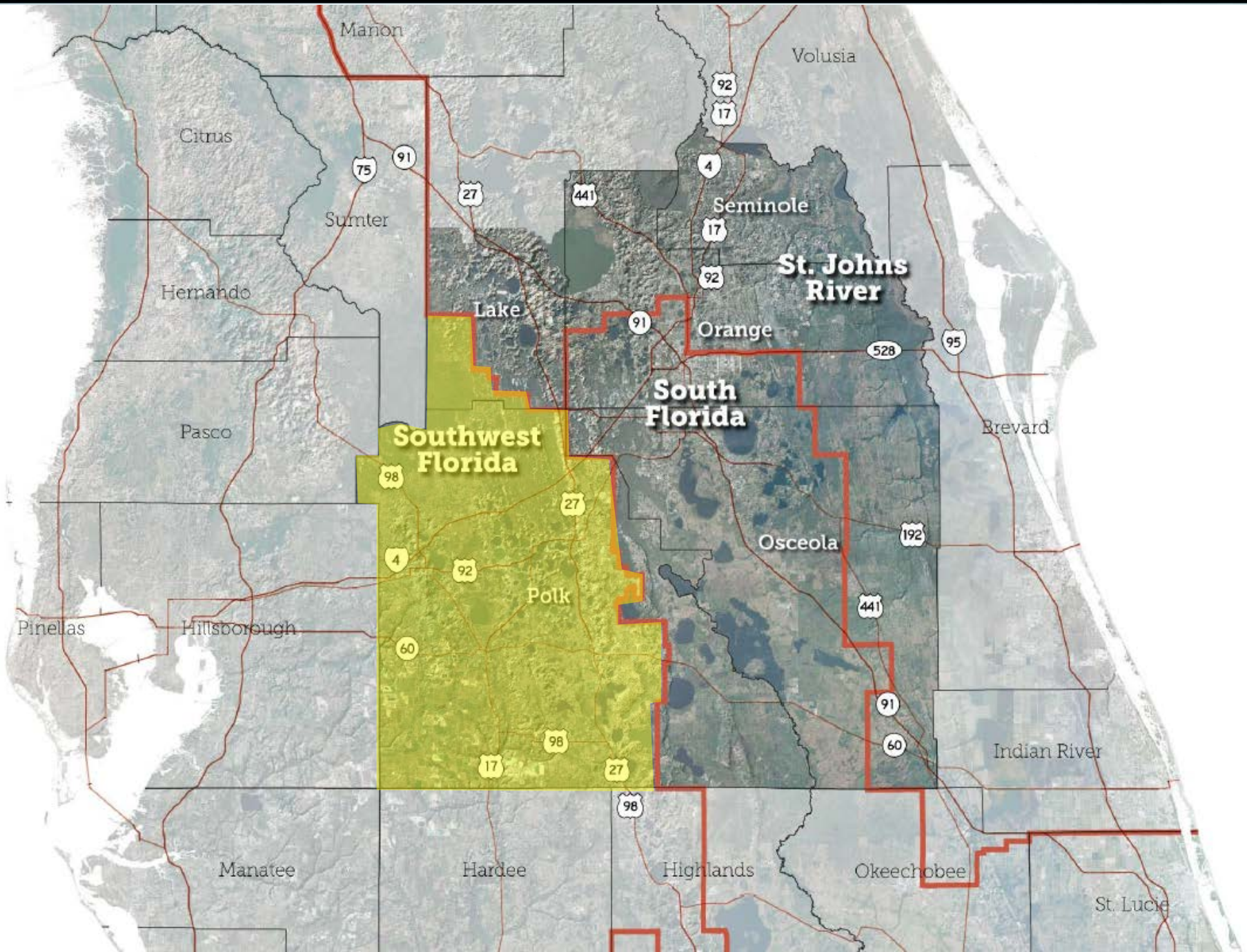
April 18, 2016

Southwest Florida
Water Management District

What is the CFWI??

A collaborative regional water supply planning effort to protect, develop, conserve and restore central Florida's water resources

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Osceola
Polk
Pinellas
Hillsborough
Indian River
Manatee
Hardee
Highlands
Okeechobee
St. Lucie
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441
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60

Program Overview:

- Project explores the Lower Floridan aquifer (LFA) to assess its viability as an alternative water supply (AWS) source

- Approximately 3 year testing program

- Aquifer performance tests (APTs) will be performed on the test/production well for:
  - Aquifer numerical parameters
  - WQ

Program Overview (cont.)

- Test/production well may be a candidate for the Polk Regional Water Cooperative (PRWC)

- Potentially transfer test/production well to PRWC at ½ cost

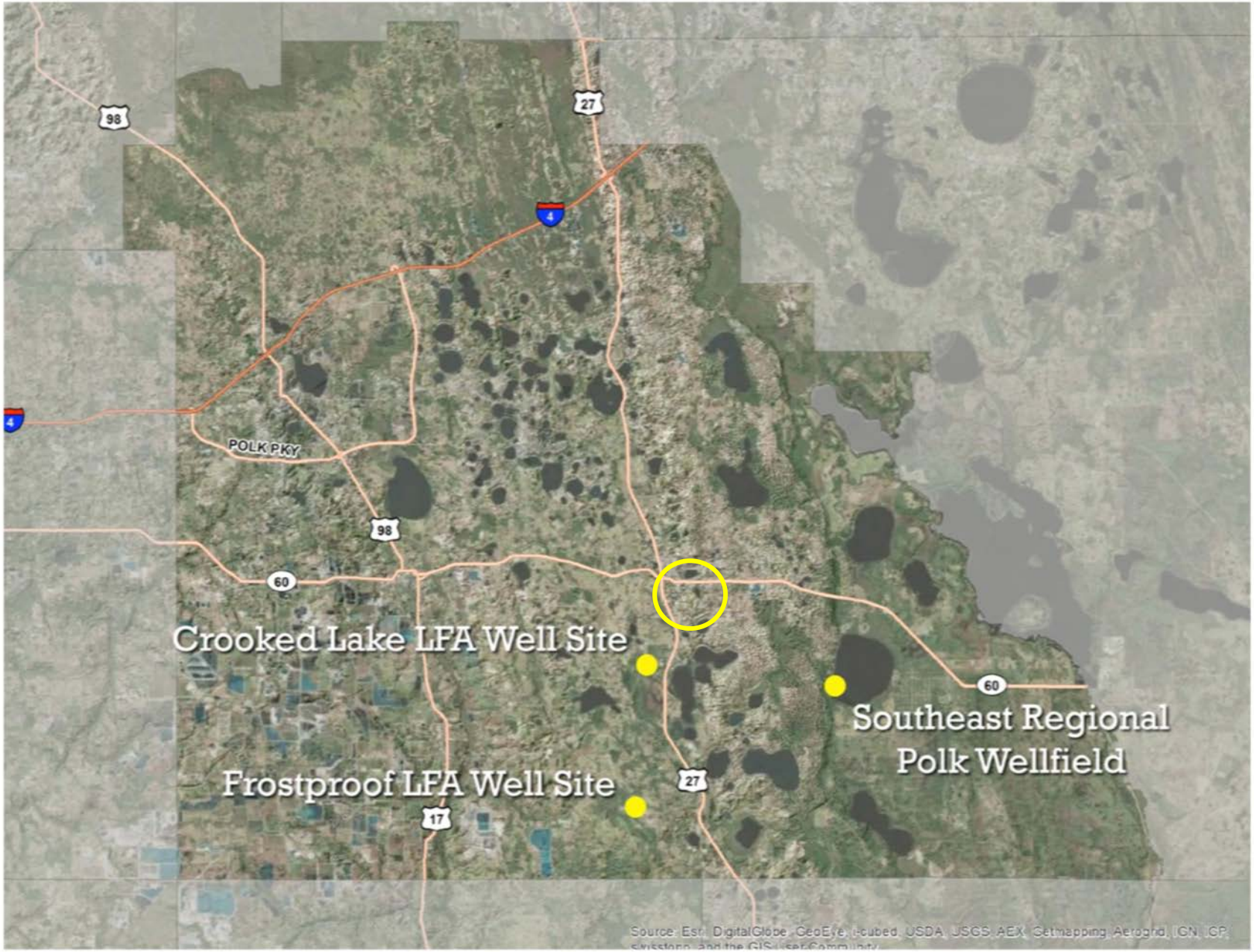
- If the exploratory wells have insufficient permeability or not suitable water quality, wells will become permanent monitor wells for the District

Benefits to Lake Wales

- Identification of potential future water supply source
- Exploration is funded by District
- Progress updates to the City
- The test/production well is evaluated for "suitability" by District, City, and PRWC
- Close proximity of "suitable" well to the City

Request from District

- License to Drill and Test at Site (up to 5 years)
- Permanent easement
- If test/production well is transferred to the PRWC, District requests a permanent easement at another site for monitoring wells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POLK PKY
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Crooked Lake LFA Well Site
60
Southeast Regional
Polk Wellfield
Frostproof LFA Well Site
27
17
Source: Esri, DigitalGlobe, GeoEye, i-cubed, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP,

Proposed Project Area

Questions?

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 90%. Project going out to bid. Will submit FAA Grant application June 1st. Begin Construction October 1st.	4/11/2016
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 April 30.	4/11/2016
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.	4/11/2016
Relocation of Water/Sewer Lines on HWY 27 near Vanguard	$300,000	10/20/2015		Preconstruction meeting held on 11/12/2015.	4/11/2016
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.	4/11/2016
Street Resurfacing	$100,000			A section of Russell Ave., including the intersection at Delmar St. was resurfaced in February, 2016. Commission approved on 4/6 to move forward with the repair of the Central Avenue railroad crossing and the surrounding street. Project start & end dates are unknown. Staff is also obtaining estimates for various other streets and intersections as well.	4/13/2016
ADA sidewalk access on 3rd street	$15,000			Staff will bring this project to the commission for approval during the 5/3 commission meeting.	4/13/2016
Network Server Virtualization	$40,000	4/6/2016	8/1/2016	VMware license and software have been obtained. Commission approved purchase on 4/6. The hardware components have been ordered and staff is already in possession of the software components.	4/13/2016
Live Streaming of Commission meetings	$7,000		7/1/2016	Staff is working out the contract details with the vendor. Once the details are worked out the hardware components will be shipped and installed.	4/13/2016
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.	4/11/2016

Library Statistics (Jan)				Total Circulation Books-by-Mail: 29,344 Total Circulation BookMobile: 4,198 Total In-house circulation: 110,751 Total new borrowers: 677 Total attendance at programs: 6,534 Computer users: 19,421 People Counter: 69,645	4/11/2016
COMPLETED PROJECTS					
Skate Park Improvements	$50,000	7/15/2014	9/30/2015	This project is complete.	4/11/2016
ADA access and handicap parking installation at the soccer complex.	$30,000		2/29/2016	Completed	4/11/2016
Airfield Improvements (Task Order #15)	$161,000	yes - 7/2/13	9/30/2015	Final reimbursement received March 8. This Project is complete.	4/13/2016
Road Improvements (N Market ST & W. Central Ave.)	$91,253	7/7/2015	8/17/2015	Project is completed.	4/11/2016
Cemetery			4/30/2015	Project complete	4/11/2016
Resurfacing of the Scenic Highway from Mt. Lake Cutoff to Ray Martin Rd.			10/31/2015	This Project is complete.	4/11/2016

Gym Floor Replacement	$68,212	6/2/2015	9/30/2015	Project is Complete. Gym is reopened.	4/11/2016
Electrical system upgrades to event area of Lake Wailes park	$20,000			Project Complete	4/11/2016
Additional exercise stations in Lake Wailes park.	$10,000			Project Complete	4/11/2016

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.	4/11/2016

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.	4/11/2016
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.	4/11/2016
COMPLETED ITEMS					

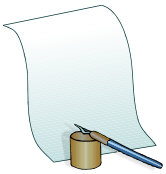
STRATEGIC PLAN ITEMS - STATUS REPORT

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.	4/11/2016
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.	4/11/2016

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 – 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-Canvassing Absentee Ballots	5:30 p.m.	Election Headquarters
Thurs, April 7th	Certification of Election & Selection of Race	5:00 p.m.	Commission Chambers
Wed, April 13th	Post-Election Manual Audit	2:00 p.m.	Election Headquarters

For City Commission meeting or Canvassing Board meeting information please contact the City Clerk, 863-678-4182, ext. 228 or cvanblargan@cityoflakewales.com

City Commission Agenda Packets for workshop and regular meetings are generally posted on the City's website by 12:00 p.m., the Wednesday before the scheduled meeting.

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

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

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

OTHER MEETINGS & EVENTS

DATE	TIME	TITLE	DESCRIPTION	LOCATION	Event/Location Map; Agendas
Regular BOCC Meetings & Hearings	9am reg. meetings & 1:30pm public hearings	Polk County Board of County Commissioners Meetings	Regular BOCC meetings & public hearings are usually held Monthly; 1st & 3rd Tuesdays	Neil Combee Administration Bldg., 330 West Church Street, Bartow	Public Hearing / Work Session List (Note: Check Website Daily for Updates) Information: 863-534-6090) http://www.polk-county.net
Monday July 4th	2pm-9pm, Fireworks 915pm	4th of July Celebration	Vendors, music, games and fireworks	Lake Wailes Park	
October 28-30, 2016	Sat. 9-5, Sun 11-4	Pioneer Days	Vendors, Car Parade, Carriage Tour	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	
December 2nd - 3rd, 2016	6pm -10pm Friday; 10am - 10pm Saturday	Orange Blossom Revue	BBQ Competition Sponsored by the Rotary Club of Lake Wales	Lake Wailes Park	
December 9th, 2016	4-8:30pm	Make it Magical	Downtown Holiday Event	Downtown Lake Wales Stuart, Park, Marketplace	

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

Because Robin Gibson was elected to Commissioner Seat 5 on April 5, 2016 he will no longer be serving on the Committee after April 2016. He is in the process of submitting a resignation to the City Clerk before serving as a City Commissioner beginning May 3, 2016.

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: None

Current Members:	Joanne Fuller, resident	09/19/06 – 07/01/18, 4-Final
	Mark Bennett, resident	05/07/13 – 07/01/18, 2
	Charlene Bennett, resident	02/16/10 – 07/01/16, 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
	Mathew Cain, own real property in city	03/15/16 – 07/01/19, P+1

Meetings (2-133) – The planning board shall hold regular meetings at the call of the chairman on the fourth Tuesday of each month and at such other times as the planning board may determine. Special meetings may be called by the chairman or vice-chairman with twelve (12) hours of notice.

Current Meeting Schedule: - 4th Tuesday @ 5:00 p.m.; Commission Chamber

Rules of procedure (City Code Sec. 23-205.3):
The planning board shall elect from its **membership** one (1) member to serve as chairman and one (1) to serve as vice-chairman.

a. The term of the chairman and vice-chairman named by the planning board shall be for a period of one (1) year with eligibility for re-election.
b. The planning board shall hold regular meetings at the call of the chairman on the fourth Tuesday of each month and at such other times as the planning board may determine. Special meetings may be called by the chairman or vice-chairman with twelve (12) hours of notice.
c. The planning board shall adopt rules for transaction of its business and shall keep a public record of its resolutions, transactions, findings and determinations which record shall be filed with the official records of the city. The planning board may set a limit on the number of applications which may be scheduled for review on an agenda.

Functions, powers and duties (City Code Sec. 23-205.4) - To act as Local Planning Agency pursuant to the Local Government Comprehensive Planning and Land Development Regulation Act, F.S., ch 163, part II, and perform all functions and duties prescribed therein:

1. To advise and make recommendations to the city commission regarding applications for amendments to the official zoning map and comprehensive plan, rezoning of property, preliminary planned development projects and subdivisions;
2. To consider the need for revision or addition of regulations in these land development regulations and recommend changes to the city commission;
3. To hear and decide applications for special exception use permits and site plans in compliance with these regulations;
4. To perform any other duties which are lawfully assigned to it by the city commission

Recreation Commission (City Code Sec. 2-161) – The recreation commission consist of thirteen (13) members from community organizations providing a recreation program for the community and three (3) citizen members representing the citizens at large. A quorum shall consist of six (6) members. (3-year term)

- There is no interview process requirement for applicants applying for appointment to this board.
- Members are not required to file an annual Form 1, Statement of Financial Interests
- Current Vacancies: 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: None

Current Members:	Joe Elrod, 5th Trustee	02/03/15 - 09/30/19
	Robert Plummer, resident	11/17/15 - 09/30/18
	Anthony Elrod, resident	04/01/14 - 09/30/18
	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.