

**CITY COMMISSION  
REGULAR MEETING  
OFFICIAL AGENDA  
September 7, 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
6. PRESENTATION/REPORT
7. COMMUNICATIONS AND PETITIONS  
Public participation is encouraged. If you are addressing the Commission, step to the podium and state your name and whether your address resides inside or outside City limits. Please limit your discussions to five (5) minutes.
8. BUDGET HEARINGS
  - 8.I. Ordinance 2016-18, Five-Year Capital Improvement Plan FY 2016/17-FY 2020/21 - 1st Reading  
The Commissioners will consider adopting the Five-Year Capital Improvement Plan for fiscal years 2016/17 through 2020/21.  
  
Documents:  
  
[001 - MEMO - 5 YEAR CIP - FIRST READING - FY 16-17.PDF](#)  
[ORD2016-18 - 5 YEAR CIP - FY 16-17.PDF](#)  
[000 - FINAL CIP 2016-17.PDF](#)
  - 8.II. Resolution 2016-22, Final Assessment Resolution For Fire Protection Assessments - Public Hearing  
The adoption of Resolution 2016-13 established the methodology used to calculate the fire assessment rates. Adoption of Resolution 2016-22 will set the final assessment rates.  
  
Documents:  
  
[MEMO - FIRE ASSESSMENT RESOLUTION 2016-22.PDF](#)  
[RESOLUTION 2016-22 REIMPOSITION OF FIRE PROTECTION ASSESSMENT.PDF](#)  
[APPENDIX A.PDF](#)  
[APPENDIX B.PDF](#)  
[APPENDIX C.PDF](#)
9. 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.
  - 9.I. Approval Of Minutes: August 9, 2016 Budget Workshop Meeting  
  
Documents:  
  
[2016-08-09BWK.PDF](#)
  - 9.II. Approval Of Minutes: August 16, 2016, Regular Meeting

Documents:

[2016-08-16REG.PDF](#)

9.III. Special Event Application: Homecoming Parade October 13, 2016

Approval of the special event permit application and the request for street closings will allow the Lake Wales High School Homecoming Parade to be held on Thursday, October 13, 2016.

Documents:

[AGENDA MEMO HOMECOMING PARADE 2016.PDF](#)  
[HOMECOMING PARADE APP.PDF](#)

9.IV. Special Event Application: Veterans Day Parade Nov 11, 2016

Approval of the Special Event Permit Application will allow the American Legion Memorial Post 71 to hold a Veterans Day Parade on November 11, 2016 and will allow for the temporary closing of Central Avenue.

Documents:

[MEMO VETERANS DAY PARADE 2016.PDF](#)  
[VETERANS DAY PARADE 16 2.PDF](#)  
[VETERANS DAY PARADE ROUTE 16.PDF](#)

9.V. Special Event Application: YMCA Turkey Trot 5K On Nov. 24, 2016

The approval of the special event permit application will allow the Lake Wales YMCA to hold their Annual "Turkey Trot 5K" on Thanksgiving Day, November 24, 2016 and allow for the temporary closing of a portion of the Marketplace downtown and several city intersections.

Documents:

[MEMO YMCA TURKEY TROT 2016.PDF](#)  
[TURKEYTROT16.PDF](#)

9.VI. Special Event Application: Christmas Parade Dec. 10 2016

Approval of the special event permit application will allow the Lake Wales Kiwanis Club to present the annual Christmas Parade on Saturday December 10, 2016 and allow for the temporary closing of several streets.

Documents:

[MEMO TO COMMISSION CHRISTMAS PARADE DEC 2016.PDF](#)  
[CHRISTMASPARADEAPP.PDF](#)  
[LAKE WALES KIWANIS CLUB PARADE ROUTE.PDF](#)

9.VII. Contract Award - Highlands Oil Company, Inc.

Staff is requesting Commission approval of the vendor selection of Highlands Oil Company, Inc. for the purchase and delivery of gasoline and diesel fuel.

Documents:

[FLEET\\_FUEL\\_MEMO.PDF](#)  
[FLEET\\_FUEL\\_CONTRACT.PDF](#)  
[RFP\\_16-418.PDF](#)  
[PROPOSAL\\_HIGHLANDS\\_OIL.PDF](#)

9.VIII. Contract Award - Shell Aviation/Eastern Aviation Fuels

Staff is requesting Commission approval of the vendor selection of Shell Aviation/Eastern Aviation Fuels for the purchase and delivery of aviation fuel.

Documents:

[AVIATION\\_FUEL\\_MEMO.PDF](#)  
[AVIATION FUEL AGREEMENT FINAL.PDF](#)  
[AVIATION FUEL SUPPLIER PROPOSAL RANKING TABULATION.PDF](#)  
[RFP 16-416 AIRPORT FUEL SOLICITATION PACKET.PDF](#)  
[AVIATION FUEL BID - SHELL AVIATION.PDF](#)  
[AVIATION FUEL BID - EPIC AVIATION, LLC.PDF](#)  
[AVIATION FUEL BID - ASCENT AVIATION GROUP, INC.PDF](#)

9.IX. Contract Award – Granicus, Inc.

Staff is requesting Commission approval of the vendor selection of Granicus, Inc. for video streaming and archiving services.

Documents:

[MEMO\\_GRANICUS.PDF](#)  
[GRANICUS\\_SERVICE\\_AGREEMENT.PDF](#)  
[LAKE WALES, FL - GRANICUS VIDEO PROPOSAL.PDF](#)  
[LAKE WALES FL - GRANICUS SOLE SOURCE LETTER.PDF](#)

9.X. Cleaning Of The Reuse Main

The reuse line requires cleaning on a continual basis to ensure the line continues to function as intended.

Documents:

[MEMO - REUSE MAIN CLEANING 2016.PDF](#)  
[PROFESSIONAL PIPING REUSE QUOTE 2016.PDF](#)

10. OLD BUSINESS

11. NEW BUSINESS

12. CITY MANAGER

12.I. Tracking Report

Documents:

[TRACKING.PDF](#)

12.II. Social Media Tracking Report

Documents:

[SOCIAL MEDIA TRACKING.PDF](#)

12.III. City Commission Meeting Calendar

Documents:

[COMMISSION MEETING SCHEDULE, 09-07-16.PDF](#)

12.IV. Meetings & Events Calendar

Documents:

[OTHER MEETINGS AND EVENTS CALENDAR.PDF](#)

12.V. Information: Boards, Commissions, Committees & Authorities

Documents:

[BOARDS INFORMATION-9-7-16-PUBLIC.PDF](#)  
[BOARD VACANCIES.PDF](#)  
[BOARD APPLICATION.PDF](#)  
[BOARDS-MEETING SCHEDULE.PDF](#)  
[CITY CODE, SEC. 2-26.PDF](#)

13. CITY COMMISSION COMMENTS

14. 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.

## MEMORANDUM

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September 7, 2016

**TO:** Honorable Mayor and City Commissioners

**VIA:** Kenneth Fields, City Manager

**FROM:** Dorothy Ecklund, Finance Director

**SUBJECT:** Ordinance 2016-18, Five-Year Capital Improvement Plan FY2016/17 - FY2020/21 – 1<sup>st</sup> Reading

**SYNOPSIS:** The Commissioners will consider adopting the Five-Year Capital Improvement Plan for fiscal years 2016/17 through 2020/21.

### RECOMMENDATION

It is recommended that the City Commission approve after first reading Ordinance 2016-18 adopting the Five-Year Capital Improvement Plan for fiscal years 2016/17 through 2020/21.

### BACKGROUND

In accordance with section 6.05 of the City Charter, Ordinance 2016-18 adopts the proposed 5-year Capital Improvement Plan (CIP) for the period FY2016/17 through FY2020/21. Capital improvements and capital acquisitions proposed for Year 1 of the 5-Year plan are incorporated into the FY16'17 operating budget, as are appropriation of funding sources necessary to implement Year 1 of the plan.

The 5-Year CIP document includes all capital facility and infrastructure improvements which staff believes should be undertaken during the next five years and supporting information to explain the necessity for the improvements. In addition, the CIP includes all capital equipment proposed for acquisition during this period. Cost estimates, method of funding and time schedule for the proposed improvements and equipment acquisitions are identified in the document.

The proposed 5-Year CIP totals \$54,065,012 and includes \$200,000 in land acquisition, \$3,924,265 in building improvements/acquisitions, \$45,461,384 in infrastructure and recreation improvements, \$3,592,963 in equipment acquisition, and \$886,400 in other capital outlay. Schedule "C", within the 5-year CIP, provides a detail listing of each asset type.

Improvements and equipment needs for the next 5 years were submitted by department heads with a justification of necessity and a recommended time schedule for completion or acquisition. These requests were prioritized by the City Manager in view of the available funding resources and urgency of need.

### FISCAL IMPACT

Funding of the CIP will be accomplished through utilization of existing cash surpluses and current year operating revenues, future grants, private contributions, leases/debt service issuances, and impact fees. Growth related improvements will be funded by impact fees.

Costs of all capital improvements and equipment acquisitions are distributed over 5 years as follows:

Year 1 - FY2016/17	22,029,755
Year 2 - FY2017/18	11,820,149
Year 3 - FY2018/19	6,267,660
Year 4 - FY2019/20	8,327,796
Year 5 - FY2020/21	5,619,652
5 Year Total	54,065,012

All items scheduled for Year 1 are included in the proposed FY16'17 operating budget presented to the City Commission for consideration.

**ATTACHMENTS**

Ordinance 2016-18

5 Year Capital Improvement Plan

**ORDINANCE 2016-18**

**AN ORDINANCE OF THE CITY OF LAKE WALES, POLK COUNTY, FLORIDA, RATIFYING, APPROVING, ACCEPTING AND ADOPTING A 5-YEAR CAPITAL IMPROVEMENT PLAN FOR FISCAL YEARS 2016/17 THROUGH 2020/21; REPEALING ALL ORDINANCES IN CONFLICT WITH THIS ORDINANCE AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the estimates of expenditures for the payment of all necessary and ordinary and all special extraordinary expenses contemplated for the implementation of Year 1 of the 5-Year Capital Improvement Plan for the City of Lake Wales, Polk County, Florida, for the Fiscal Years 2016/17 through 2020/21 have been incorporated into the Fiscal Year 2016-2017 Operating Budget of the City of Lake Wales and adopted by Ordinance 2016-17; and

**WHEREAS**, appropriation of all impact fees, grant proceeds, developer contributions, loan proceeds, private contributions and general revenues identified in the 5-Year Capital Improvement Plan as sources for the payment of expenses necessary to implement Year 1 of said plan has been incorporated into the Fiscal Year 2016-2017 Operating Budget of the City of Lake Wales and adopted by Ordinance 2016-17,

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

**Section 1.** That the equipment acquisitions and facilities and infrastructure improvements contemplated in the 5-Year Capital Improvement Plan for the City of Lake Wales, Polk County, Florida, for the Fiscal Years 2016/17 through 2020/21, which Plan is incorporated into this ordinance as Schedule "A", shall be and the same are hereby ratified, approved, confirmed, accepted and adopted as the Capital Improvement Plan for the ensuing 5-year period.

**Section 2.** That the estimates of expenditures for the payment of all necessary and ordinary and all special extraordinary expenses contemplated for the implementation of the 5-Year Capital Improvement Plan for the City of Lake Wales, Polk County, Florida, for the Fiscal Years 2016/17 through 2020/21, which Plan is incorporated into this ordinance as Schedule "A", shall be and the same are hereby ratified, approved, confirmed, accepted and adopted as the Capital Improvement Budget for acquisition of land and capital equipment and for improvements to facilities and infrastructure for the ensuing 5-year period.

**Section 3.** That all ordinances and parts of ordinances in conflict herewith are hereby repealed.

**Section 4.** That this ordinance shall take effect immediately upon its adoption.

**CERTIFIED AS TO ADOPTION** this \_\_\_\_\_ day of September, 2016.

\_\_\_\_\_  
Mayor/Commissioner

ATTEST:

\_\_\_\_\_  
City Clerk Clara VanBlargan, MMC

# City of Lake Wales 5 Year Capital Improvement Plan FY 2016/17 - 2020/21



## City of Lake Wales

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201 Central Ave. W.

P.O. Box 1320

Lake Wales, FL 33859-1320

Phone (863) 678-4182

Fax (863) 678-4180

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**Draft 8/04/2016**

**MEMORANDUM**

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September 7, 2016

**TO:** Honorable Mayor and City Commissioners

**VIA:** Kenneth Fields, City Manager

**FROM:** Dorothy Ecklund, Finance Director

**SUBJECT:** Ordinance 2016-18, Five-Year Capital Improvement Plan FY2016/17 - FY2020/21 – 1<sup>st</sup> Reading

**SYNOPSIS:** The Commissioners will consider adopting the Five-Year Capital Improvement Plan for fiscal years 2016/17 through 2020/21.

**RECOMMENDATION**

It is recommended that the City Commission approve after first reading Ordinance 2016-18 adopting the Five-Year Capital Improvement Plan for fiscal years 2016/17 through 2020/21.

**BACKGROUND**

In accordance with section 6.05 of the City Charter, Ordinance 2016-18 adopts the proposed 5-year Capital Improvement Plan (CIP) for the period FY2016/17 through FY2020/21. Capital improvements and capital acquisitions proposed for Year 1 of the 5-Year plan are incorporated into the FY16'17 operating budget, as are appropriation of funding sources necessary to implement Year 1 of the plan.

The 5-Year CIP document includes all capital facility and infrastructure improvements which staff believes should be undertaken during the next five years and supporting information to explain the necessity for the improvements. In addition, the CIP includes all capital equipment proposed for acquisition during this period. Cost estimates, method of funding and time schedule for the proposed improvements and equipment acquisitions are identified in the document.

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**FISCAL IMPACT**

Funding of the CIP will be accomplished through utilization of existing cash surpluses and current year operating revenues, future grants, private contributions, leases/debt service issuances, and impact fees. Growth related improvements will be funded by impact fees.

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5 Year Total	<hr/> 54,065,012

All items scheduled for Year 1 are included in the proposed FY16'17 operating budget presented to the City Commission for consideration.

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**WHEREAS**, the estimates of expenditures for the payment of all necessary and ordinary and all special extraordinary expenses contemplated for the implementation of Year 1 of the 5-Year Capital Improvement Plan for the City of Lake Wales, Polk County, Florida, for the Fiscal Years 2016/17 through 2020/21 have been incorporated into the Fiscal Year 2016-2017 Operating Budget of the City of Lake Wales and adopted by Ordinance 2016-17; and

**WHEREAS**, appropriation of all impact fees, grant proceeds, developer contributions, loan proceeds, private contributions and general revenues identified in the 5-Year Capital Improvement Plan as sources for the payment of expenses necessary to implement Year 1 of said plan has been incorporated into the Fiscal Year 2016-2017 Operating Budget of the City of Lake Wales and adopted by Ordinance 2016-17,

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

**Section 1.** That the equipment acquisitions and facilities and infrastructure improvements contemplated in the 5-Year Capital Improvement Plan for the City of Lake Wales, Polk County, Florida, for the Fiscal Years 2016/17 through 2020/21, which Plan is incorporated into this ordinance as Schedule "A", shall be and the same are hereby ratified, approved, confirmed, accepted and adopted as the Capital Improvement Plan for the ensuing 5-year period.

**Section 2.** That the estimates of expenditures for the payment of all necessary and ordinary and all special extraordinary expenses contemplated for the implementation of the 5-Year Capital Improvement Plan for the City of Lake Wales, Polk County, Florida, for the Fiscal Years 2016/17 through 2020/21, which Plan is incorporated into this ordinance as Schedule "A", shall be and the same are hereby ratified, approved, confirmed, accepted and adopted as the Capital Improvement Budget for acquisition of land and capital equipment and for improvements to facilities and infrastructure for the ensuing 5-year period.

**Section 3.** That all ordinances and parts of ordinances in conflict herewith are hereby repealed.

**Section 4.** That this ordinance shall take effect immediately upon its adoption.

**CERTIFIED AS TO ADOPTION** this \_\_\_\_\_ day of September, 2016.

\_\_\_\_\_  
Mayor/Commissioner

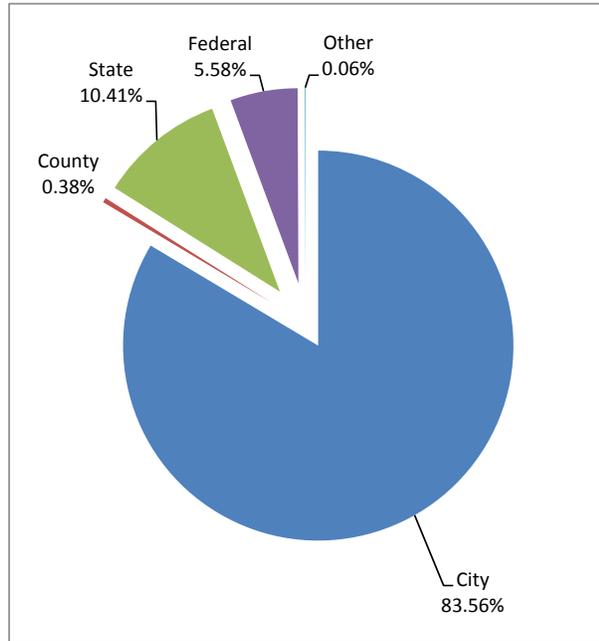
ATTEST:

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

**City of Lake Wales  
 Five-Year Capital Improvement Plan FY 16'17 - 20'21  
 Cost Distribution by Funding Source and Fiscal Year**

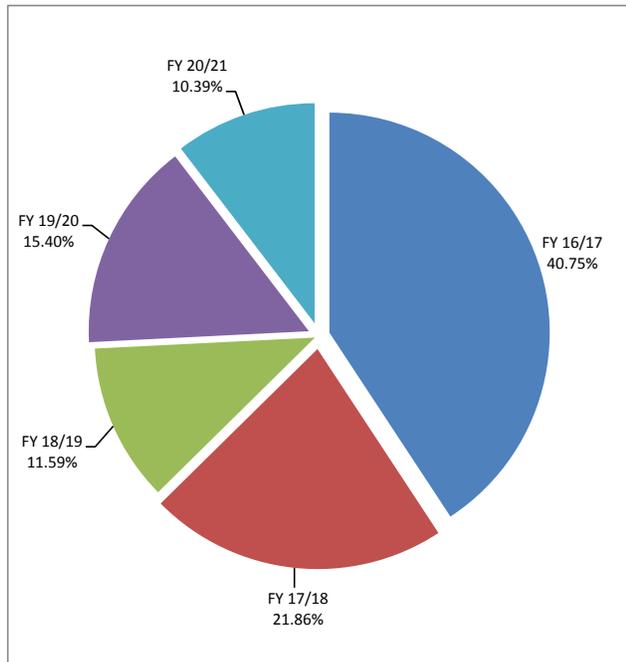
**Cost Distribution By Funding Source (Schedule A):**

City	45,177,072	83.56%
County	205,000	0.38%
State	5,629,555	10.41%
Federal	3,018,385	5.58%
Other	35,000	0.06%
<b>Total Distribution by Funding Source:</b>	<b>54,065,012</b>	<b>100.00%</b>



**Cost Distribution By Fiscal Year (Schedule A):**

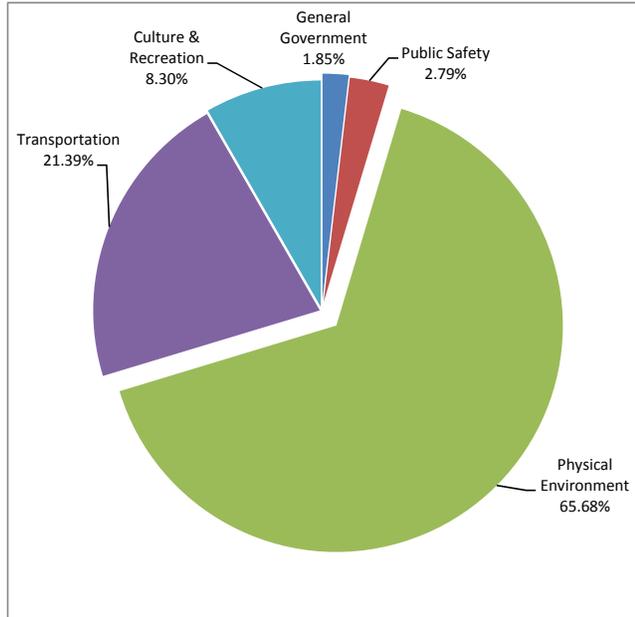
16/17	22,029,755	40.75%
17/18	11,820,149	21.86%
18/19	6,267,660	11.59%
19/20	8,327,796	15.40%
20/21	5,619,652	10.39%
<b>Total Distribution by Fiscal Year:</b>	<b>54,065,012</b>	<b>100.00%</b>



**City of Lake Wales  
 Five-Year Capital Improvement Plan FY 16'17 - 20'21  
 Cost Distribution by Functional Activity and Asset Type**

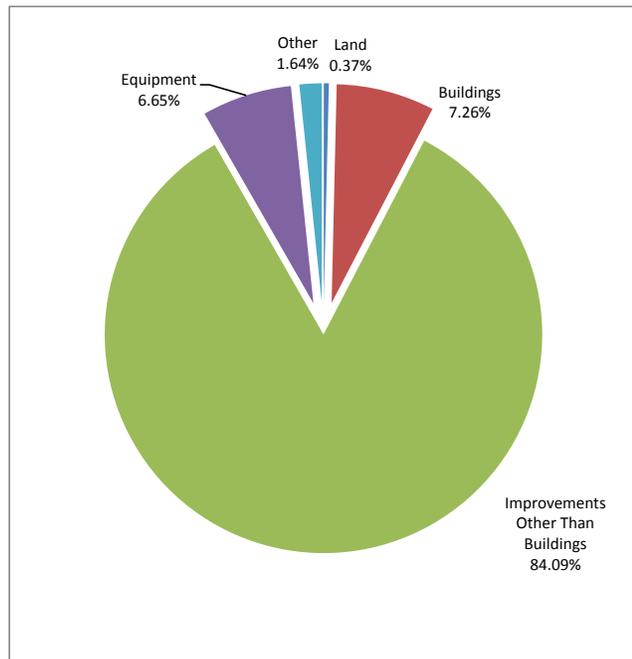
**Cost Distribution By Functional Activity (Schedule B)**

General Government	997,810	1.85%
Public Safety	1,508,253	2.79%
Physical Environment	35,510,825	65.68%
Transportation	11,563,129	21.39%
Culture & Recreation	4,484,995	8.30%
<b>Total Distribution by Functional Activity</b>	<b>54,065,012</b>	<b>100.00%</b>



**Cost Distribution By Asset Type (Schedule C):**

Land	200,000	0.37%
Buildings	3,924,265	7.26%
Improvements Other Than Buildings	45,461,384	84.09%
Equipment	3,592,963	6.65%
Other	886,400	1.64%
<b>Total Distribution by Asset Type:</b>	<b>54,065,012</b>	<b>100.00%</b>



**ORDINANCE 2016-18**  
**SCHEDULE "A" - Summary by Department**  
**5 Year Capital Improvement Plan FY 16'17 - 20'21**

**Summary by Department**

Description	Dept.	Function Code	Asset Type	Impact Fee Elig.	Grant/Financing	Funding Sources					Fiscal Year					5-YEAR TOTAL	
						City	County	State	Federal	Other	TOTAL	16/17	17/18	18/19	19/20		20/21
<b>Community Redevelopment:</b>																	
1 Entryway Improvements	Econ. Dev.	530	I			210,000					210,000	85,000	125,000		210,000		
2 Landscaping & Signage - LLBP	Econ. Dev.	530	I			50,000					50,000	50,000			50,000		
3 Signage - Historic Markers	Econ. Dev.	530	I		Yes	11,400		11,400			22,800	7,600	7,600	7,600	22,800		
4 Scenic Highway Improvements	Econ. Dev.	530	I		Yes	60,000			100,000		160,000	160,000			160,000		
5 Rehab Parking Lot @ Stuart/Wetmore	Econ. Dev.	530	I			75,000					75,000	75,000			75,000		
6 Demolition of Condemned Structures	CRA	530	I			75,000					75,000	75,000			75,000		
7 Alley Restoration	Econ. Dev.	530	I			126,444					126,444	126,444			126,444		
8 Walking Trail	CRA	530	I			1,397,770					1,397,770	252,963	484,807	660,000	1,397,770		
9 Central & Scenic Beautification	CRA	530	I			77,960					77,960	77,960			77,960		
10 CityNet Wifi Expansion	CRA	530	E			25,000					25,000	25,000			25,000		
11 F-150 Truck	Code Enf.	530	E			22,000					22,000	22,000			22,000		
12 (2) Ford Escapes	Prmt/Blding	530	E			47,000					47,000	47,000			47,000		
<b>Total Community Redevelopment</b>						<b>2,177,574</b>	<b>-</b>	<b>11,400</b>	<b>100,000</b>	<b>-</b>	<b>2,288,974</b>	<b>499,923</b>	<b>988,851</b>	<b>792,600</b>	<b>7,600</b>	<b>-</b>	<b>2,288,974</b>
<b>Fire Department:</b>																	
13 Vehicles - Command Vehicle	Fire	520	E		Yes	42,405					42,405	42,405			42,405		
14 Equipment - Airpacks and cylinders	Fire	520	E		Yes	191,400					191,400		191,400		191,400		
<b>Total Fire Department</b>						<b>233,805</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>233,805</b>	<b>42,405</b>	<b>-</b>	<b>191,400</b>	<b>-</b>	<b>-</b>	<b>233,805</b>
<b>Information Technology:</b>																	
15 Core Network Firewall/UTM Replacements	IT	510	E			27,000					27,000	27,000			27,000		
16 Canopy Point-to-Multipoint Expansion	IT	510	E			28,000					28,000	28,000			28,000		
17 Network Switch Replacement	IT	510	E			25,000					25,000	25,000			25,000		
18 DVR Admin Building	IT	510	E			6,000					6,000			6,000	6,000		
19 E-mail Archiving Solution	IT	510	E			20,000					20,000	20,000			20,000		
20 Audio/Video Upgrades for the City Commission Cl	IT	510	E			75,000					75,000	75,000			75,000		
21 (2) Ford Transit Connect Van	IT	510	E			46,310					46,310	46,310			46,310		
22 Document Management System	IT	510	E			30,000					30,000	30,000			30,000		
<b>Total Information Technology</b>						<b>257,310</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>257,310</b>	<b>98,310</b>	<b>78,000</b>	<b>75,000</b>	<b>-</b>	<b>6,000</b>	<b>257,310</b>
<b>Library:</b>																	
23 Design - North Library	Library	570	B			40,000	10,000				50,000	50,000			50,000		
24 Books & Subscriptions	Library	570	O	Yes		210,000	195,000				405,000	65,000	65,000	90,000	90,000	95,000	405,000
<b>Total Library</b>						<b>250,000</b>	<b>205,000</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>455,000</b>	<b>115,000</b>	<b>65,000</b>	<b>90,000</b>	<b>90,000</b>	<b>95,000</b>	<b>455,000</b>

**ORDINANCE 2016-18**  
**SCHEDULE "A" - Summary by Department**  
**5 Year Capital Improvement Plan FY 16'17 - 20'21**

**Summary by Department**

Description	Dept.	Function Code	Asset Type	Impact Fee Elig.	Grant/Financing	Funding Sources						Fiscal Year					5-YEAR TOTAL
						City	County	State	Federal	Other	TOTAL	16/17	17/18	18/19	19/20	20/21	
<b>Police Department:</b>																	
25	Police	529	E			15,000					15,000	15,000				15,000	
26	Police	520	E	Yes		15,000				15,000	30,000	30,000				30,000	
27	Police	520	E		Yes			10,000		20,000	30,000	5,000	10,000	5,000	5,000	30,000	
28	Police	520	E		Yes	134,472					134,472	44,824	44,824		44,824	134,472	
29	Police	520	E		Yes	129,936					129,936	64,968		64,968		129,936	
30	Police	520	E		Yes	881,040					881,040	205,528	126,696	211,160	168,828	881,040	
31	Police	520	E		Yes			14,000			14,000	14,000				14,000	
32	Police	520	B			40,000					40,000		40,000			40,000	
<b>Total Police Department</b>						<b>1,215,448</b>	<b>-</b>	<b>24,000</b>	<b>-</b>	<b>35,000</b>	<b>1,274,448</b>	<b>314,352</b>	<b>286,488</b>	<b>216,160</b>	<b>238,796</b>	<b>218,652</b>	<b>1,274,448</b>
<b>Airport:</b>																	
33	Airport	540	L		Yes	7,500		7,500	135,000		150,000			150,000		150,000	
34	Airport	540	B		Yes	477,000	1,908,000				2,385,000		2,385,000			2,385,000	
35	Airport	540	I		Yes	49,900	49,900	898,200			998,000			998,000		998,000	
36	Airport	540	I		Yes	22,000	22,000	396,000			440,000			440,000		440,000	
37	Airport	540	I		Yes	28,800	115,200				144,000		144,000			144,000	
38	Airport	540	I		Yes	109,200	436,800				546,000		546,000			546,000	
39	Airport	540	I		Yes	686,098	2,344,764	1,232,767			4,263,629	4,263,629				4,263,629	
40	Airport	540	I		Yes	7,150	7,150	128,700			143,000			143,000		143,000	
41	Airport	540	E			120,000					120,000		120,000			120,000	
42	Airport	540	E			19,000					19,000		19,000			19,000	
43	Airport	540	E			12,000					12,000		12,000			12,000	
44	Airport	540	E			20,000					20,000		20,000			20,000	
45	Airport	540	E			2,000					2,000		2,000			2,000	
46	Airport	540	E			5,000					5,000		5,000			5,000	
47	Airport	540	E			12,000					12,000		12,000			12,000	
48	Airport	540	O		Yes	2,841	2,841	127,718			133,400			133,400		133,400	
<b>Total Airport</b>						<b>1,580,489</b>	<b>-</b>	<b>4,894,155</b>	<b>2,918,385</b>	<b>-</b>	<b>9,393,029</b>	<b>4,333,629</b>	<b>3,195,000</b>	<b>1,148,000</b>	<b>716,400</b>	<b>-</b>	<b>9,393,029</b>
<b>Cemetery:</b>																	
49	Cemetery	530	I			180,000					180,000		180,000			180,000	
50	Cemetery	530	B			3,215					3,215		3,215			3,215	
51	Cemetery	530	E			25,000					25,000	12,500	12,500			25,000	
52	Cemetery	530	E			3,000					3,000	3,000				3,000	
53	Cemetery	530	E			18,000					18,000		18,000			18,000	
54	Cemetery	530	E			26,000					26,000		26,000			26,000	
<b>Total Cemetery</b>						<b>255,215</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>255,215</b>	<b>41,500</b>	<b>213,715</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>255,215</b>
<b>Parks &amp; Recreation:</b>																	
55	Pk&Rec.	570	I			553,000					553,000	40,000	162,000	351,000		553,000	
56	Pk&Rec.	570	I	Yes		50,000					50,000		50,000			50,000	
57	Pk&Rec.	570	I	Yes	Yes	15,000	100,000				115,000		115,000			115,000	
58	Pk&Rec.	570	I	Yes	Yes	35,000	250,000				285,000		35,000	250,000		285,000	
59	Pk&Rec.	570	I	Yes	Yes		350,000				350,000		200,000	150,000		350,000	
60	Pk&Rec.	570	I			20,000					20,000	20,000				20,000	
61	Pk&Rec.	570	I			20,000					20,000	20,000				20,000	
62	Pk&Rec.	570	I			17,000					17,000		17,000			17,000	
63	Pk&Rec.	570	I	Yes	Yes	1,228,345					1,228,345	75,000	1,153,345			1,228,345	
64	Pk&Rec.	570	I			50,000					50,000		50,000			50,000	
65	Pk&Rec.	570	I			32,000					32,000	32,000				32,000	
66	Pk&Rec.	570	I			5,000					5,000	5,000				5,000	
67	Pk&Rec.	570	B			100,000					100,000	35,000	65,000			100,000	
68	Pk&Rec.	570	I	Yes		102,800					102,800		52,800	50,000		102,800	

**ORDINANCE 2016-18**  
**SCHEDULE "A" - Summary by Department**  
**5 Year Capital Improvement Plan FY 16'17 - 20'21**

**Summary by Department**

Description	Dept.	Function Code	Asset Type	Impact Fee Elig.	Grant/Financing	Funding Sources					Fiscal Year					5-YEAR TOTAL	
						City	County	State	Federal	Other	TOTAL	16/17	17/18	18/19	19/20		20/21
69 Depot Duplex	Pk&Rec.	570	B			25,000					25,000	25,000				25,000	
70 Public Works Building	Pk&Rec.	570	B			780,050					780,050		780,050			780,050	
71 Containment Structure	Pk&Rec.	570	B			50,000					50,000		50,000			50,000	
72 Mowers - Parks Division	Pk&Rec.	570	E			57,300					57,300	38,200	19,100			57,300	
73 Tractors - Parks Division	Pk&Rec.	570	E			118,000					118,000		73,000	45,000		118,000	
74 Vehicles - Parks Division	Pk&Rec.	570	E		Yes	25,000					25,000	25,000				25,000	
75 Play Equipment - Walker Park	Pk&Rec.	570	E			28,000					28,000		28,000			28,000	
76 Drinking Fountains	Pk&Rec.	570	E			12,500					12,500	12,500				12,500	
77 Utility Trailer	Pk&Rec.	570	E			6,000					6,000	3,000	3,000			6,000	
<b>Total Parks &amp; Recreation</b>						<b>3,329,995</b>	<b>-</b>	<b>700,000</b>	<b>-</b>	<b>-</b>	<b>4,029,995</b>	<b>330,700</b>	<b>2,853,295</b>	<b>846,000</b>	<b>-</b>	<b>-</b>	<b>4,029,995</b>
<b>Street Division:</b>																	
78 Roads/Alleys Resurfacing	Streets	540	I			1,600,000					1,600,000	100,000	500,000	400,000	400,000	200,000	1,600,000
79 Sidewalk Construction	Streets	540	I			200,000					200,000	15,000	110,000	75,000			200,000
80 Backhoe - Streets Div	Streets	540	E			60,000					60,000		60,000				60,000
81 Mowers - Streets Div	Streets	540	E			35,000					35,000		17,500	17,500			35,000
82 Safety Lighting - School Zones	Streets	540	E			43,000					43,000		27,000	16,000			43,000
83 Sweeper Tractor	Streets	540	E			30,000					30,000		30,000				30,000
84 Vehicle - Streets Div	Streets	540	E		Yes	43,000					43,000	43,000					43,000
85 Stump Grinder	Streets	540	E			4,100					4,100		4,100				4,100
86 Asphalt Roller	Streets	540	E			3,000					3,000		3,000				3,000
87 Paint Sprayer	Streets	540	E			2,000					2,000		2,000				2,000
88 Dump Truck	Streets	540	E			150,000					150,000	150,000					150,000
<b>Total Street Division</b>						<b>2,170,100</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>2,170,100</b>	<b>308,000</b>	<b>753,600</b>	<b>508,500</b>	<b>400,000</b>	<b>200,000</b>	<b>2,170,100</b>
<b>Utility System:</b>																	
89 Land - Burns Avenue Plant	Ut - Water	530	L	Yes		50,000					50,000	50,000					50,000
90 Asbestos/Cement Pipe Removal	Ut - Water	530	I		Yes - Series 2017	1,900,000					1,900,000	400,000	500,000		500,000	500,000	1,900,000
91 Lift Station Pump Replacement	Ut - Sewer	530	I			250,000					250,000	100,000		50,000		100,000	250,000
92 Lift Station Rehab	Ut - Sewer	530	I		Yes - Series 2017	500,000					500,000		250,000				500,000
93 New Service Connections - Reuse	Ut - Reuse	530	I			50,000					50,000	10,000	10,000	10,000	10,000	10,000	50,000
94 New Service Connections - Water	Ut - Water	530	I			200,000					200,000	40,000	40,000	40,000	40,000	40,000	200,000
95 Reuse Upgrades	Ut - Reuse	530	I		Yes -SWFMD, S 2017	1,040,000					1,040,000	1,040,000					1,040,000
96 Northwest Water Line Extensions	Ut - Water	530	I	Yes	Yes - Series 2017	2,000,000					2,000,000		1,000,000	1,000,000			2,000,000
97 SCADA Interconnect	Ut - Water	530	I			100,000					100,000	100,000					100,000
98 SCADA Upgrade	Ut - Sewer	530	I			200,000					200,000	100,000	100,000				200,000
99 Sewer Improvements - C Street & Vicinity	Ut - Sewer	530	I		Yes - SRF (Obtained)	5,272,636					5,272,636	5,272,636					5,272,636
100 Sewer Improvements - Unsewered Areas	Ut - Sewer	530	I	Yes		1,400,000					1,400,000	500,000	400,000	500,000			1,400,000
101 Sewer Lines - Sliplining	Ut - Sewer	530	I		Yes - Series 2017	1,100,000					1,100,000		300,000	300,000		500,000	1,100,000
102 Storage Tank/Ground - Water	Ut - Water	530	I	Yes	Yes - Series 2017	1,000,000					1,000,000	1,000,000					1,000,000
103 Utilities Transmission Systems - S.R. 60 W.	Ut - Sewer	530	I	Yes	Yes - SRF (Proposed)	6,176,000					6,176,000	6,176,000					6,176,000
104 Wastewater Treatment Plant Expansion	Ut - Sewer	530	I	Yes	Yes - SRF (Proposed)	5,075,000					5,075,000			75,000	5,000,000		5,075,000
105 Water Line (Galvanized) Replacement	Ut - Water	530	I		Yes - Series 2017	1,410,000					1,410,000	410,000	250,000	250,000	250,000	250,000	1,410,000
106 US 27 South Extension	Ut - Water	530	I		Yes - SRF (Proposed)	1,750,000					1,750,000				250,000	1,500,000	1,750,000
107 Utilities Equipment - Misc.	Ut - Sewer	530	E		Lease Purchase	355,000					355,000	155,000				200,000	355,000
108 Utility Vehicles	Ut - Sewer	530	E		Lease Purchase	150,000					150,000		75,000		75,000		150,000
109 BCR System	Ut - Sewer	530	E		Yes - Series 2017	60,000					60,000	60,000					60,000
110 Clarifier Tank Covers	Ut - Sewer	530	E			80,000					80,000	80,000					80,000
111 Infiltration & Intrusion Study	Ut - Sewer	530	O		Yes - Series 2017	223,000					223,000		223,000				223,000
112 Master Plan - Wastewater Collection Sys	Ut - Sewer	530	O			75,000					75,000	75,000					75,000
113 Master Plan-Water Distribution System	Ut - Sewer	530	O			50,000					50,000		50,000				50,000
114 Tank and Water Main Extension SR 17	Ut - Water	530	I		Yes - SRF (Proposed)	2,500,000					2,500,000				500,000	2,000,000	2,500,000
<b>Total Utility System</b>						<b>32,966,636</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>32,966,636</b>	<b>15,868,636</b>	<b>2,898,000</b>	<b>2,225,000</b>	<b>6,875,000</b>	<b>5,100,000</b>	<b>32,966,636</b>

**ORDINANCE 2016-18  
SCHEDULE "A" - Summary by Department  
5 Year Capital Improvement Plan FY 16'17 - 20'21**

**Summary by Department**

Description	Dept.	Function Code	Asset Type	Impact Fee Elig.	Grant/Financing	Funding Sources						Fiscal Year					5-YEAR TOTAL
						City	County	State	Federal	Other	TOTAL	16/17	17/18	18/19	19/20	20/21	
<b>Facility Maintenance:</b>																	
115 Municipal Adm Bldg. - Painting Interior	Fac. Maint.	510	B			41,000					41,000		41,000			41,000	
116 Municipal Complex Bldgs - Painting Exterior	Fac. Maint.	510	B			180,000					180,000		180,000			180,000	
117 Municipal Complex Bldgs - A/C Units	Fac. Maint.	510	B			40,000					40,000	20,000	20,000			40,000	
118 Skylight/Roof Repair	Fac. Maint.	510	B			30,000					30,000	30,000				30,000	
119 Stuart House Improvements	Fac. Maint.	510	B			175,000					175,000			175,000		175,000	
120 Roof Replacement	Fac. Maint.	510	B			25,000					25,000	25,000				25,000	
121 Air Curtain - Municipal Adm Bldg	Fac. Maint.	510	E			3,000					3,000		3,000			3,000	
122 Carpet - Municipal Adm Bldg	Fac. Maint.	510	E			100,000					100,000		100,000			100,000	
123 Generator - Emergency Portable	Fac. Maint.	510	E			50,000					50,000		50,000			50,000	
124 Generator - Municipal Adm Bldg	Fac. Maint.	510	E			75,000					75,000		75,000			75,000	
125 Pressure Washer/Sidewalk Cleaner	Fac. Maint.	510	E			2,300					2,300	2,300				2,300	
126 Vehicle - Ford Escape	Fac. Maint.	510	E			19,200					19,200		19,200			19,200	
<b>Total Facility Maintenance</b>						<b>740,500</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>740,500</b>	<b>77,300</b>	<b>488,200</b>	<b>175,000</b>	<b>-</b>	<b>-</b>	<b>740,500</b>
<b>Total 5 - Year CIP</b>						<b>45,177,072</b>	<b>205,000</b>	<b>5,629,555</b>	<b>3,018,385</b>	<b>35,000</b>	<b>54,065,012</b>	<b>22,029,755</b>	<b>11,820,149</b>	<b>6,267,660</b>	<b>8,327,796</b>	<b>5,619,652</b>	<b>54,065,012</b>

**Cost Distribution by Funding Source:**

City	45,177,072	83.56%
County	205,000	0.38%
State	5,629,555	10.41%
Federal	3,018,385	5.58%
Other	35,000	0.06%
<b>Total Distribution by Funding Source:</b>	<b>54,065,012</b>	<b>100.00%</b>

**Cost Distribution by Fiscal Year:**

16/17	22,029,755	40.75%
17/18	11,820,149	21.86%
18/19	6,267,660	11.59%
19/20	8,327,796	15.40%
20/21	5,619,652	10.39%
<b>Total Distribution by Fiscal Year:</b>	<b>54,065,012</b>	<b>100.00%</b>

**Note: Utility debt issuance would be allocated to the following:**

Series 2017	All categories highlighted in	7,883,000
SRF Funding	All categories highlighted in	20,773,636 650,000 CDBG
Lease Purchases	All categories highlighted in	505,000 \$29,161,636

**ORDINANCE 2016-18**  
**SCHEDULE "B" - Summary by Function**  
**5 Year Capital Improvement Plan FY 16'17 - 20'21**

**Summary by Function Type**

Description	Dept.	Function Code	Asset Type	Impact Fee Elig.	Grant/Financing	Funding Sources						Fiscal Year					5-YEAR TOTAL
						City	County	State	Federal	Other	TOTAL	16/17	17/18	18/19	19/20	20/21	
<b>Function: General Government</b>																	
1	Core Network Firewall/UTM Replacements	IT	510	E		27,000					27,000	27,000				27,000	
2	Canopy Point-to-Multipoint Expansion	IT	510	E		28,000					28,000		28,000			28,000	
3	Network Switch Replacement	IT	510	E		25,000					25,000	25,000				25,000	
4	DVR Admin Building	IT	510	E		6,000					6,000				6,000	6,000	
5	E-mail Archiving Solution	IT	510	E		20,000					20,000		20,000			20,000	
6	Audio/Video Upgrades for the City Commiss	IT	510	E		75,000					75,000		75,000			75,000	
7	(2) Ford Transit Connect Van	IT	510	E		46,310					46,310	46,310				46,310	
8	Document Management System	IT	510	E		30,000					30,000		30,000			30,000	
9	Municipal Adm Bldg. - Painting Interior	Fac. Maint.	510	B		41,000					41,000		41,000			41,000	
10	Municipal Complex Bldgs - Painting Exterior	Fac. Maint.	510	B		180,000					180,000		180,000			180,000	
11	Municipal Complex Bldgs - A/C Units	Fac. Maint.	510	B		40,000					40,000	20,000	20,000			40,000	
12	Skylight/Roof Repair	Fac. Maint.	510	B		30,000					30,000	30,000				30,000	
13	Stuart House Improvements	Fac. Maint.	510	B		175,000					175,000		175,000			175,000	
14	Roof Replacement	Fac. Maint.	510	B		25,000					25,000	25,000				25,000	
15	Air Curtain - Municipal Adm Bldg	Fac. Maint.	510	E		3,000					3,000		3,000			3,000	
16	Carpet - Municipal Adm Bldg	Fac. Maint.	510	E		100,000					100,000		100,000			100,000	
17	Generator - Emergency Portable	Fac. Maint.	510	E		50,000					50,000		50,000			50,000	
18	Generator - Municipal Adm Bldg	Fac. Maint.	510	E		75,000					75,000		75,000			75,000	
19	Pressure Washer/Sidewalk Cleaner	Fac. Maint.	510	E		2,300					2,300	2,300				2,300	
20	Vehicle - Ford Escape	Fac. Maint.	510	E		19,200					19,200		19,200			19,200	
<b>Total General Government</b>						<b>997,810</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>997,810</b>	<b>175,610</b>	<b>566,200</b>	<b>250,000</b>	<b>-</b>	<b>6,000</b>	<b>997,810</b>
<b>Function: Public Safety</b>																	
21	Vehicles - Command Vehicle	Fire	520	E	Yes	42,405					42,405	42,405				42,405	
22	Equipment - Airpacks and cylinders	Fire	520	E	Yes	191,400					191,400		191,400			191,400	
23	Police Canine	Police	529	E		15,000					15,000	15,000		191,400		15,000	
24	Server - Police Headquarters	Police	520	E	Yes	15,000				15,000	30,000	30,000				30,000	
25	Investigative Equipment	Police	520	E	Yes		10,000		20,000	30,000	5,000	10,000	5,000	5,000	5,000	30,000	
26	Vehicles - PD Canine Unit	Police	520	E	Yes	134,472				134,472	44,824	44,824			44,824	134,472	
27	Vehicles - PD Unmarked	Police	520	E	Yes	129,936				129,936	64,968	64,968		64,968		129,936	
28	Vehicles - PD Marked	Police	520	E	Yes	881,040				881,040	205,528	126,696	211,160	168,828	168,828	881,040	
29	Other Equipment - Investigative	Police	520	E	Yes		14,000			14,000	14,000					14,000	
30	Building soffit and fascia	Police	520	B		40,000				40,000		40,000				40,000	
<b>Total Public Safety</b>						<b>1,449,253</b>	<b>-</b>	<b>24,000</b>	<b>-</b>	<b>35,000</b>	<b>1,508,253</b>	<b>356,757</b>	<b>286,488</b>	<b>407,560</b>	<b>238,796</b>	<b>218,652</b>	<b>1,508,253</b>
<b>Function: Physical Environment</b>																	
31	Entryway Improvements	Econ. Dev.	530	I		210,000					210,000		85,000	125,000		210,000	
32	Landscaping & Signage - LLBP	Econ. Dev.	530	I		50,000					50,000		50,000			50,000	
33	Signage - Historic Markers	Econ. Dev.	530	I	Yes	11,400		11,400			22,800		7,600	7,600	7,600	22,800	
34	Scenic Highway Improvements	Econ. Dev.	530	I	Yes	60,000			100,000		160,000		160,000			160,000	
35	Rehab Parking Lot @ Stuart/Wetmore	Econ. Dev.	530	I		75,000					75,000		75,000			75,000	
36	Demolition of Condemned Structures	CRA	530	I		75,000					75,000	75,000				75,000	
37	Alley Restoration	Econ. Dev.	530	I		126,444					126,444		126,444			126,444	
38	Walking Trail	CRA	530	I		1,397,770					1,397,770	252,963	484,807	660,000		1,397,770	
39	Central & Scenic Beautification	CRA	530	I		77,960					77,960	77,960				77,960	
40	CityNet Wifi Expansion	CRA	530	E		25,000					25,000		25,000			25,000	
41	F-150 Truck	Code Enf.	530	E		22,000					22,000	22,000				22,000	
42	(2) Ford Escapes	Prmt/Bldg	530	E		47,000					47,000	47,000				47,000	
43	Road Improvements - Cemetery	Cemetery	530	I		180,000					180,000		180,000			180,000	
44	Mausoleum Roof Replacement	Cemetery	530	B		3,215					3,215		3,215			3,215	
45	Mowers - Cemetery	Cemetery	530	E		25,000					25,000	12,500	12,500			25,000	

**ORDINANCE 2016-18**  
**SCHEDULE "B" - Summary by Function**  
**5 Year Capital Improvement Plan FY 16'17 - 20'21**

**Summary by Function Type**

Description	Dept.	Function Code	Asset Type	Impact Fee Elig.	Grant/Financing	Funding Sources					Fiscal Year					5-YEAR TOTAL	
						City	County	State	Federal	Other	TOTAL	16/17	17/18	18/19	19/20		20/21
46 Utility Trailer	Cemetery	530	E			3,000					3,000	3,000					3,000
47 Utility Vehicles	Cemetery	530	E			18,000					18,000		18,000				18,000
48 Vehicle - Passenger Van	Cemetery	530	E			26,000					26,000	26,000					26,000
49 Land - Burns Avenue Plant	Ut - Water	530	L	Yes		50,000					50,000	50,000					50,000
50 Asbestos/Cement Pipe Removal	Ut - Water	530	I		Yes - Series 20	1,900,000					1,900,000	400,000	500,000		500,000	500,000	1,900,000
51 Lift Station Pump Replacement	Ut - Sewer	530	I			250,000					250,000	100,000		50,000		100,000	250,000
52 Lift Station Rehab	Ut - Sewer	530	I		Yes - Series 20	500,000					500,000		250,000		250,000		500,000
53 New Service Connections - Reuse	Ut - Reuse	530	I			50,000					50,000	10,000	10,000	10,000	10,000	10,000	50,000
54 New Service Connections - Water	Ut - Water	530	I			200,000					200,000	40,000	40,000	40,000	40,000	40,000	200,000
55 Reuse Upgrades	Ut - Reuse	530	I		Yes -SWFMD, S ;	1,040,000					1,040,000	1,040,000					1,040,000
56 Northwest Water Line Extensions	Ut - Water	530	I	Yes	Series - Series 20	2,000,000					2,000,000		1,000,000	1,000,000			2,000,000
57 SCADA Interconnect	Ut - Water	530	I			100,000					100,000	100,000					100,000
58 SCADA Upgrade	Ut - Sewer	530	I			200,000					200,000	100,000	100,000				200,000
59 Sewer Improvements - C Street & Vicinity	Ut - Sewer	530	I		Yes - SRF (Obtain	5,272,636					5,272,636	5,272,636					5,272,636
60 Sewer Improvements - Unsewered Areas	Ut - Sewer	530	I	Yes		1,400,000					1,400,000	500,000	400,000	500,000			1,400,000
61 Sewer Lines - Sliplining	Ut - Sewer	530	I		Yes - Series 20	1,100,000					1,100,000	300,000		300,000		500,000	1,100,000
62 Storage Tank/Ground - Water	Ut - Water	530	I	Yes	Series - Series 20	1,000,000					1,000,000	1,000,000					1,000,000
63 Utilities Transmission Systems - S.R. 60 W	Ut - Sewer	530	I	Yes	- SRF (Propo	6,176,000					6,176,000	6,176,000					6,176,000
64 Wastewater Treatment Plant Expansion	Ut - Sewer	530	I	Yes	- SRF (Propo	5,075,000					5,075,000			75,000	5,000,000		5,075,000
65 Water Line (Galvanized) Replacement	Ut - Water	530	I		Yes - Series 20	1,410,000					1,410,000	410,000	250,000	250,000	250,000	250,000	1,410,000
66 US 27 South Extension	Ut - Water	530	I	Yes	- SRF (Propo	1,750,000					1,750,000				250,000	1,500,000	1,750,000
67 Utilities Equipment - Misc.	Ut - Sewer	530	E		Lease Purchas	355,000					355,000	155,000				200,000	355,000
68 Utility Vehicles	Ut - Sewer	530	E		Lease Purchas	150,000					150,000		75,000		75,000		150,000
69 BCR System	Ut - Sewer	530	E		Yes - Series 20	60,000					60,000	60,000					60,000
70 Clarifier Tank Covers	Ut - Sewer	530	E			80,000					80,000	80,000					80,000
71 Infiltration & Intrusion Study	Ut - Sewer	530	O		Yes - Series 20	223,000					223,000		223,000				223,000
72 Master Plan - Wastewater Collection Sys	Ut - Sewer	530	O			75,000					75,000	75,000					75,000
73 Master Plan-Water Distribution System	Ut - Sewer	530	O			50,000					50,000		50,000				50,000
74 Tank and Water Main Extension SR 17	Ut - Water	530	I		Yes - SRF (Propo	2,500,000					2,500,000				500,000	2,000,000	2,500,000
<b>Total Physical Environment</b>						<b>35,399,425</b>	<b>-</b>	<b>11,400</b>	<b>100,000</b>	<b>-</b>	<b>35,510,825</b>	<b>16,410,059</b>	<b>4,100,566</b>	<b>3,017,600</b>	<b>6,882,600</b>	<b>5,100,000</b>	<b>35,510,825</b>

**ORDINANCE 2016-18**  
**SCHEDULE "B" - Summary by Function**  
**5 Year Capital Improvement Plan FY 16'17 - 20'21**

**Summary by Function Type**

Description	Dept.	Function Code	Asset Type	Impact Fee Elig.	Grant/Financing	Funding Sources						Fiscal Year					5-YEAR TOTAL
						City	County	State	Federal	Other	TOTAL	16/17	17/18	18/19	19/20	20/21	
<b>Function: Transportation</b>																	
75 Land	Airport	540	L		Yes	7,500		7,500	135,000		150,000			150,000		150,000	
76 East Apron Hangar Development	Airport	540	B		Yes	477,000		1,908,000			2,385,000		2,385,000			2,385,000	
77 Airport Apron Construction	Airport	540	I		Yes	49,900		49,900	898,200		998,000			998,000		998,000	
78 Airport Apron Construction (FBO)	Airport	540	I		Yes	22,000		22,000	396,000		440,000			440,000		440,000	
79 Parking - Airport - Automobile	Airport	540	I		Yes	28,800		115,200			144,000		144,000			144,000	
80 Landside Access & Parking	Airport	540	I		Yes	109,200		436,800			546,000		546,000			546,000	
81 Airport Improvements	Airport	540	I		Yes	686,098		2,344,764	1,232,767		4,263,629	4,263,629				4,263,629	
82 Precision Approach to Runway 6	Airport	540	I		Yes	7,150		7,150	128,700		143,000			143,000		143,000	
83 Vehicle - Airport Fuel Truck	Airport	540	E			120,000					120,000		120,000			120,000	
84 Vehicle	Airport	540	E			19,000					19,000					19,000	
85 Utility vehicle	Airport	540	E			12,000					12,000					12,000	
86 Mower	Airport	540	E			20,000					20,000					20,000	
87 Diesel fuel tank	Airport	540	E			2,000					2,000					2,000	
88 Radio	Airport	540	E			5,000					5,000					5,000	
89 Telephone	Airport	540	E			12,000					12,000					12,000	
90 Master Plan - Airport	Airport	540	O		Yes	2,841		2,841	127,718		133,400			133,400		133,400	
91 Roads/Alleys Resurfacing	Streets	540	I			1,600,000					1,600,000	100,000	500,000	400,000	400,000	200,000	1,600,000
92 Sidewalk Construction	Streets	540	I			200,000					200,000	15,000	110,000	75,000			200,000
93 Backhoe - Streets Div	Streets	540	E			60,000					60,000		60,000				60,000
94 Mowers - Streets Div	Streets	540	E			35,000					35,000		17,500	17,500			35,000
95 Safety Lighting - School Zones	Streets	540	E			43,000					43,000		27,000	16,000			43,000
96 Sweeper Tractor	Streets	540	E			30,000					30,000		30,000				30,000
97 Vehicle - Streets Div	Streets	540	E		Yes	43,000					43,000	43,000					43,000
98 Stump Grinder	Streets	540	E			4,100					4,100		4,100				4,100
99 Asphalt Roller	Streets	540	E			3,000					3,000		3,000				3,000
100 Paint Sprayer	Streets	540	E			2,000					2,000		2,000				2,000
101 Dump Truck	Streets	540	E			150,000					150,000	150,000					150,000
<b>Total Transportation</b>						<b>3,750,589</b>	<b>-</b>	<b>4,894,155</b>	<b>2,918,385</b>	<b>-</b>	<b>11,563,129</b>	<b>4,641,629</b>	<b>3,948,600</b>	<b>1,656,500</b>	<b>1,116,400</b>	<b>200,000</b>	<b>11,563,129</b>
<b>Function: Culture &amp; Recreation</b>																	
102 Design - North Library	Library	570	B			40,000	10,000				50,000	50,000					50,000
103 Books & Subscriptions	Library	570	O	Yes		210,000	195,000				405,000	65,000	65,000	90,000	90,000	95,000	405,000
104 NW Complex Improvements	Pk&Rec.	570	I			553,000					553,000	40,000	162,000	351,000			553,000
105 Gazebo - Lake Wailes Park	Pk&Rec.	570	I	Yes		50,000					50,000		50,000				50,000
106 Boat Ramp Rehab. and Parking	Pk&Rec.	570	I	Yes	Yes	15,000		100,000			115,000		115,000				115,000
107 Park Improvements - Kiwanis Park	Pk&Rec.	570	I	Yes	Yes	35,000		250,000			285,000		35,000	250,000			285,000
108 Park Improvements - Lake Wailes Park	Pk&Rec.	570	I	Yes	Yes			350,000			350,000		200,000	150,000			350,000
109 Fencing - Moblely Park	Pk&Rec.	570	I			20,000					20,000	20,000					20,000
110 Spook Hill/Parks Signage	Pk&Rec.	570	I			20,000					20,000	20,000					20,000
111 Fencing - Lincoln Ave	Pk&Rec.	570	I			17,000					17,000		17,000				17,000
112 Soccer Complex - Improv.	Pk&Rec.	570	I	Yes	Yes	1,228,345					1,228,345	75,000	1,153,345				1,228,345
113 Lake Wales Pier Rehab.	Pk&Rec.	570	I			50,000					50,000		50,000				50,000
114 Entryway Signage	Pk&Rec.	570	I			32,000					32,000	32,000					32,000
115 Playground Equipment - Crystal Lake	Pk&Rec.	570	I			5,000					5,000	5,000					5,000
116 Hardman Complex - Kirkland Gymnasium	Pk&Rec.	570	B			100,000					100,000	35,000	65,000				100,000
117 Pram Fleet Building and Parking	Pk&Rec.	570	I	Yes		102,800					102,800		52,800	50,000			102,800
118 Depot Duplex	Pk&Rec.	570	B			25,000					25,000	25,000					25,000
119 Public Works Building	Pk&Rec.	570	B			780,050					780,050		780,050				780,050
120 Containment Structure	Pk&Rec.	570	B			50,000					50,000		50,000				50,000
121 Mowers - Parks Division	Pk&Rec.	570	E			57,300					57,300	38,200	19,100				57,300
122 Tractors - Parks Division	Pk&Rec.	570	E			118,000					118,000		73,000	45,000			118,000

**ORDINANCE 2016-18**  
**SCHEDULE "B" - Summary by Function**  
**5 Year Capital Improvement Plan FY 16'17 - 20'21**

**Summary by Function Type**

Description	Dept.	Function Code	Asset Type	Impact Fee Elig.	Grant/Financing	Funding Sources						Fiscal Year					5-YEAR TOTAL
						City	County	State	Federal	Other	TOTAL	16/17	17/18	18/19	19/20	20/21	
123 Vehicles - Parks Division	Pk&Rec.	570	E		Yes	25,000					25,000	25,000					25,000
124 Play Equipment - Walker Park	Pk&Rec.	570	E			28,000					28,000		28,000				28,000
125 Drinking Fountains	Pk&Rec.	570	E			12,500					12,500	12,500					12,500
126 Utility Trailer	Pk&Rec.	570	E			6,000					6,000	3,000	3,000				6,000
<b>Total Culture &amp; Recreation</b>						<b>3,579,995</b>	<b>205,000</b>	<b>700,000</b>	<b>-</b>	<b>-</b>	<b>4,484,995</b>	<b>445,700</b>	<b>2,918,295</b>	<b>936,000</b>	<b>90,000</b>	<b>95,000</b>	<b>4,484,995</b>
<b>Total 5 - Year CIP</b>						<b>45,177,072</b>	<b>205,000</b>	<b>5,629,555</b>	<b>3,018,385</b>	<b>35,000</b>	<b>54,065,012</b>	<b>22,029,755</b>	<b>11,820,149</b>	<b>6,267,660</b>	<b>8,327,796</b>	<b>5,619,652</b>	<b>54,065,012</b>

**Cost Distribution by Functional Activity:**

General Government	997,810	1.85%
Public Safety	1,508,253	2.79%
Physical Environment	35,510,825	65.68%
Transportation	11,563,129	21.39%
Culture & Recreation	4,484,995	8.30%
<b>Total Distribution by Functional Activity:</b>	<b>54,065,012</b>	<b>100.0%</b>

**Note: Utility debt issuance would be allocated to the following:**

Series 2017 All categories highlighted in yellow.

SRF Funding All categories highlighted in gold.

Lease Purchases All categories highlighted in blue.

**ORDINANCE 2016-18**  
**SCHEDULE "C" - Summary by Asset Type**  
**5 Year Capital Improvement Plan FY 16'17 - 20'21**

**Summary by Asset Type**

Description	Dept.	Function Code	Asset Type	Impact Fee Elig.	Grant/Financing	Funding Sources						Fiscal Year					5-YEAR TOTAL
						City	County	State	Federal	Other	TOTAL	16/17	17/18	18/19	19/20	20/21	
<b>Type: Land</b>																	
1 Land	Airport	540	L		Yes	7,500		7,500	135,000		150,000					150,000	150,000
2 Land - Burns Avenue Plant	Ut - Water	530	L	Yes		50,000					50,000					50,000	50,000
<b>Total Land</b>						<b>57,500</b>	<b>-</b>	<b>7,500</b>	<b>135,000</b>	<b>-</b>	<b>200,000</b>	<b>50,000</b>	<b>-</b>	<b>150,000</b>	<b>-</b>	<b>-</b>	<b>200,000</b>
<b>Type: Buildings</b>																	
3 Design - North Library	Library	570	B			40,000	10,000				50,000	50,000					50,000
4 Building soffit and fascia	Police	520	B			40,000					40,000		40,000				40,000
5 East Apron Hangar Development	Airport	540	B		Yes	477,000		1,908,000			2,385,000		2,385,000				2,385,000
6 Mausoleum Roof Replacement	Cemetery	530	B			3,215					3,215		3,215				3,215
7 Hardman Complex - Kirkland Gymnasium	Pk&Rec.	570	B			100,000					100,000	35,000	65,000				100,000
8 Depot Duplex	Pk&Rec.	570	B			25,000					25,000	25,000					25,000
9 Public Works Building	Pk&Rec.	570	B			780,050					780,050		780,050				780,050
10 Containment Structure	Pk&Rec.	570	B			50,000					50,000		50,000				50,000
11 Municipal Adm Bldg. - Painting Interior	Fac. Maint.	510	B			41,000					41,000		41,000				41,000
12 Municipal Complex Bldgs - Painting Exterior	Fac. Maint.	510	B			180,000					180,000		180,000				180,000
13 Municipal Complex Bldgs - A/C Units	Fac. Maint.	510	B			40,000					40,000	20,000	20,000				40,000
14 Skylight/Roof Repair	Fac. Maint.	510	B			30,000					30,000	30,000					30,000
15 Stuart House Improvements	Fac. Maint.	510	B			175,000					175,000			175,000			175,000
16 Roof Replacement	Fac. Maint.	510	B			25,000					25,000	25,000					25,000
<b>Total Buildings</b>						<b>2,006,265</b>	<b>10,000</b>	<b>1,908,000</b>	<b>-</b>	<b>-</b>	<b>3,924,265</b>	<b>185,000</b>	<b>3,564,265</b>	<b>175,000</b>	<b>-</b>	<b>-</b>	<b>3,924,265</b>
<b>Type: Improvements Other than Buildings</b>																	
17 Entryway Improvements	Econ. Dev.	530	I			210,000					210,000		85,000	125,000			210,000
18 Landscaping & Signage - LLBP	Econ. Dev.	530	I			50,000					50,000		50,000				50,000
19 Signage - Historic Markers	Econ. Dev.	530	I		Yes	11,400		11,400			22,800		7,600	7,600	7,600		22,800
20 Scenic Highway Improvements	Econ. Dev.	530	I		Yes	60,000			100,000		160,000		160,000				160,000
21 Rehab Parking Lot @ Stuart/Wetmore	Econ. Dev.	530	I			75,000					75,000		75,000				75,000
22 Demolition of Condemned Structures	CRA	530	I			75,000					75,000	75,000					75,000
23 Alley Restoration	Econ. Dev.	530	I			126,444					126,444		126,444				126,444
24 Walking Trail	CRA	530	I			1,397,770					1,397,770	252,963	484,807	660,000			1,397,770
25 Central & Scenic Beautification	CRA	530	I			77,960					77,960	77,960					77,960
26 Airport Apron Construction	Airport	540	I		Yes	49,900		49,900	898,200		998,000			998,000			998,000
27 Airport Apron Construction (FBO)	Airport	540	I		Yes	22,000		22,000	396,000		440,000				440,000		440,000
28 Parking - Airport - Automobile	Airport	540	I		Yes	28,800		115,200			144,000		144,000				144,000
29 Landside Access & Parking	Airport	540	I		Yes	109,200		436,800			546,000		546,000				546,000
30 Airport Improvements	Airport	540	I		Yes	686,098		2,344,764	1,232,767		4,263,629	4,263,629					4,263,629
31 Precision Approach to Runway 6	Airport	540	I		Yes	7,150		7,150	128,700		143,000				143,000		143,000
32 Road Improvements - Cemetery	Cemetery	530	I			180,000					180,000		180,000				180,000
33 NW Complex Improvements	Pk&Rec.	570	I			553,000					553,000	40,000	162,000	351,000			553,000
34 Gazebo - Lake Wailes Park	Pk&Rec.	570	I	Yes		50,000					50,000		50,000				50,000
35 Boat Ramp Rehab. and Parking	Pk&Rec.	570	I	Yes	Yes	15,000		100,000			115,000		115,000				115,000
36 Park Improvements - Kiwanis Park	Pk&Rec.	570	I	Yes	Yes	35,000		250,000			285,000		35,000	250,000			285,000
37 Park Improvements - Lake Wailes Park	Pk&Rec.	570	I	Yes	Yes			350,000			350,000		200,000	150,000			350,000
38 Fencing - Mobley Park	Pk&Rec.	570	I			20,000					20,000	20,000					20,000
39 Spook Hill/Parks Signage	Pk&Rec.	570	I			20,000					20,000	20,000					20,000
40 Fencing - Lincoln Ave	Pk&Rec.	570	I			17,000					17,000		17,000				17,000
41 Soccer Complex - Improv.	Pk&Rec.	570	I	Yes	Yes	1,228,345					1,228,345	75,000	1,153,345				1,228,345
42 Lake Wales Pier Rehab.	Pk&Rec.	570	I			50,000					50,000		50,000				50,000
43 Entryway Signage	Pk&Rec.	570	I			32,000					32,000	32,000					32,000
44 Playground Equipment - Crystal Lake	Pk&Rec.	570	I			5,000					5,000	5,000					5,000
45 Pram Fleet Building and Parking	Pk&Rec.	570	I	Yes		102,800					102,800		52,800	50,000			102,800
46 Roads/Alleys Resurfacing	Streets	540	I			1,600,000					1,600,000	100,000	500,000	400,000	400,000	200,000	1,600,000
47 Sidewalk Construction	Streets	540	I			200,000					200,000	15,000	110,000	75,000			200,000
48 Asbestos/Cement Pipe Removal	Ut - Water	530	I		Yes - Series 2	1,900,000					1,900,000	400,000	500,000		500,000	500,000	1,900,000

**ORDINANCE 2016-18**  
**SCHEDULE "C" - Summary by Asset Type**  
**5 Year Capital Improvement Plan FY 16'17 - 20'21**

**Summary by Asset Type**

Description	Dept.	Function Code	Asset Type	Impact Fee Elig.	Grant/Financing	Funding Sources					Fiscal Year					5-YEAR TOTAL	
						City	County	State	Federal	Other	TOTAL	16/17	17/18	18/19	19/20		20/21
49 Lift Station Pump Replacement	Ut - Sewer	530	I			250,000					250,000	100,000		50,000		100,000	250,000
50 Lift Station Rehab	Ut - Sewer	530	I	Yes - Series 2		500,000					500,000		250,000		250,000		500,000
51 New Service Connections - Reuse	Ut - Reuse	530	I			50,000					50,000	10,000	10,000	10,000	10,000	10,000	50,000
52 New Service Connections - Water	Ut - Water	530	I			200,000					200,000	40,000	40,000	40,000	40,000	40,000	200,000
53 Reuse Upgrades	Ut - Reuse	530	I	Yes -SWFMD, 5		1,040,000					1,040,000	1,040,000					1,040,000
54 Northwest Water Line Extensions	Ut - Water	530	I	Yes - Series 2		2,000,000					2,000,000		1,000,000	1,000,000			2,000,000
55 SCADA Interconnect	Ut - Water	530	I			100,000					100,000	100,000					100,000
56 SCADA Upgrade	Ut - Sewer	530	I			200,000					200,000	100,000	100,000				200,000
57 Sewer Improvements - C Street & Vicinity	Ut - Sewer	530	I	Yes - SRF (Obt		5,272,636					5,272,636	5,272,636					5,272,636
58 Sewer Improvements - Unsewered Areas	Ut - Sewer	530	I	Yes		1,400,000					1,400,000	500,000	400,000	500,000			1,400,000
59 Sewer Lines - Sliplining	Ut - Sewer	530	I	Yes - Series 2		1,100,000					1,100,000	300,000		300,000		500,000	1,100,000
60 Storage Tank/Ground - Water	Ut - Water	530	I	Yes - Series 2		1,000,000					1,000,000	1,000,000					1,000,000
61 Utilities Transmission Systems - S.R. 60 W.	Ut - Sewer	530	I	Yes SRF (Proj		6,176,000					6,176,000	6,176,000					6,176,000
62 Wastewater Treatment Plant Expansion	Ut - Sewer	530	I	Yes SRF (Proj		5,075,000					5,075,000			75,000	5,000,000		5,075,000
63 Water Line (Galvanized) Replacement	Ut - Water	530	I	Yes - Series 2		1,410,000					1,410,000	410,000	250,000	250,000	250,000	250,000	1,410,000
64 US 27 South Extension	Ut - Water	530	I	Yes - SRF (Proj		1,750,000					1,750,000			250,000	1,500,000		1,750,000
65 Tank and Water Main Extension SR 17	Ut - Water	530	I	Yes - SRF (Proj		2,500,000					2,500,000			500,000	2,000,000		2,500,000
<b>Total Improvements Other than Buildings</b>						<b>39,018,503</b>	<b>-</b>	<b>3,687,214</b>	<b>2,755,667</b>	<b>-</b>	<b>45,461,384</b>	<b>20,425,188</b>	<b>6,853,996</b>	<b>5,291,600</b>	<b>7,790,600</b>	<b>5,100,000</b>	<b>45,461,384</b>

**Type: Equipment**

66 CityNet Wifi Expansion	CRA	530	E			25,000					25,000	25,000					25,000
67 F-150 Truck	Code Enf.	530	E			22,000					22,000	22,000					22,000
68 (2) Ford Escapes	Prmt/Blding	530	E			47,000					47,000	47,000					47,000
69 Vehicles - Command Vehicle	Fire	520	E	Yes		42,405					42,405	42,405					42,405
70 Equipment - Airpacks and cylinders	Fire	520	E	Yes		191,400					191,400		191,400				191,400
71 Core Network Firewall/UTM Replacements	IT	510	E			27,000					27,000	27,000					27,000
72 Canopy Point-to-Multipoint Expansion	IT	510	E			28,000					28,000		28,000				28,000
73 Network Switch Replacement	IT	510	E			25,000					25,000	25,000					25,000
74 DVR Admin Building	IT	510	E			6,000					6,000				6,000		6,000
75 E-mail Archiving Solution	IT	510	E			20,000					20,000		20,000				20,000
76 Audio/Video Upgrades for the City Commissio	IT	510	E			75,000					75,000		75,000				75,000
77 (2) Ford Transit Connect Van	IT	510	E			46,310					46,310	46,310					46,310
78 Document Management System	IT	510	E			30,000					30,000		30,000				30,000
79 Police Canine	Police	529	E			15,000					15,000	15,000					15,000
80 Server - Police Headquarters	Police	520	E	Yes		15,000				15,000	30,000	30,000					30,000
81 Investigative Equipment	Police	520	E	Yes			10,000		20,000		30,000	5,000	10,000	5,000	5,000	5,000	30,000
82 Vehicles - PD Canine Unit	Police	520	E	Yes		134,472					134,472	44,824	44,824			44,824	134,472
83 Vehicles - PD Unmarked	Police	520	E	Yes		129,936					129,936		64,968		64,968		129,936
84 Vehicles - PD Marked	Police	520	E	Yes		881,040					881,040	205,528	126,696	211,160	168,828	168,828	881,040
85 Other Equipment - Investigative	Police	520	E	Yes			14,000				14,000	14,000					14,000
86 Vehicle - Airport Fuel Truck	Airport	540	E			120,000					120,000		120,000				120,000
87 Vehicle	Airport	540	E			19,000					19,000	19,000					19,000
88 Utility vehicle	Airport	540	E			12,000					12,000	12,000					12,000
89 Mower	Airport	540	E			20,000					20,000	20,000					20,000
90 Diesel fuel tank	Airport	540	E			2,000					2,000	2,000					2,000
91 Radio	Airport	540	E			5,000					5,000	5,000					5,000
92 Telephone	Airport	540	E			12,000					12,000	12,000					12,000
93 Mowers - Cemetery	Cemetery	530	E			25,000					25,000	12,500	12,500				25,000
94 Utility Trailer	Cemetery	530	E			3,000					3,000	3,000					3,000
95 Utility Vehicles	Cemetery	530	E			18,000					18,000		18,000				18,000
96 Vehicle - Passenger Van	Cemetery	530	E			26,000					26,000	26,000					26,000
97 Mowers - Parks Division	Pk&Rec.	570	E			57,300					57,300	38,200	19,100				57,300
98 Tractors - Parks Division	Pk&Rec.	570	E			118,000					118,000		73,000	45,000			118,000
99 Vehicles - Parks Division	Pk&Rec.	570	E	Yes		25,000					25,000	25,000					25,000
100 Play Equipment - Walker Park	Pk&Rec.	570	E			28,000					28,000		28,000				28,000
101 Drinking Fountains	Pk&Rec.	570	E			12,500					12,500	12,500					12,500

**ORDINANCE 2016-18**  
**SCHEDULE "C" - Summary by Asset Type**  
**5 Year Capital Improvement Plan FY 16'17 - 20'21**

**Summary by Asset Type**

Description	Dept.	Function Code	Asset Type	Impact Fee Elig.	Grant/Financing	Funding Sources						Fiscal Year					5-YEAR TOTAL
						City	County	State	Federal	Other	TOTAL	16/17	17/18	18/19	19/20	20/21	
102 Utility Trailer	Pk&Rec.	570	E			6,000					6,000	3,000	3,000				6,000
103 Backhoe - Streets Div	Streets	540	E			60,000					60,000		60,000				60,000
104 Mowers - Streets Div	Streets	540	E			35,000					35,000		17,500	17,500			35,000
105 Safety Lighting - School Zones	Streets	540	E			43,000					43,000		27,000	16,000			43,000
106 Sweeper Tractor	Streets	540	E			30,000					30,000		30,000				30,000
107 Vehicle - Streets Div	Streets	540	E		Yes	43,000					43,000	43,000					43,000
108 Stump Grinder	Streets	540	E			4,100					4,100		4,100				4,100
109 Asphalt Roller	Streets	540	E			3,000					3,000		3,000				3,000
110 Paint Sprayer	Streets	540	E			2,000					2,000		2,000				2,000
111 Dump Truck	Streets	540	E			150,000					150,000	150,000					150,000
112 Utilities Equipment - Misc.	Ut - Sewer	530	E		Lease Purch:	355,000					355,000	155,000				200,000	355,000
113 Utility Vehicles	Ut - Sewer	530	E		Lease Purch:	150,000					150,000		75,000		75,000		150,000
114 BCR System	Ut - Sewer	530	E		Yes - Series 2	60,000					60,000	60,000					60,000
115 Clarifier Tank Covers	Ut - Sewer	530	E			80,000					80,000	80,000					80,000
116 Air Curtain - Municipal Adm Bldg	Fac. Maint.	510	E			3,000					3,000		3,000				3,000
117 Carpet - Municipal Adm Bldg	Fac. Maint.	510	E			100,000					100,000		100,000				100,000
118 Generator - Emergency Portable	Fac. Maint.	510	E			50,000					50,000		50,000				50,000
119 Generator - Municipal Adm Bldg	Fac. Maint.	510	E			75,000					75,000		75,000				75,000
120 Pressure Washer/Sidewalk Cleaner	Fac. Maint.	510	E			2,300					2,300	2,300					2,300
121 Vehicle - Ford Escape	Fac. Maint.	510	E			19,200					19,200		19,200				19,200
<b>Total Equipment</b>						<b>3,533,963</b>	<b>-</b>	<b>24,000</b>	<b>-</b>	<b>35,000</b>	<b>3,592,963</b>	<b>1,229,567</b>	<b>1,063,888</b>	<b>561,060</b>	<b>313,796</b>	<b>424,652</b>	<b>3,592,963</b>
<b>Type: Other</b>																	
122 Books & Subscriptions	Library	570	O	Yes		210,000	195,000				405,000	65,000	65,000	90,000	90,000	95,000	405,000
123 Master Plan - Airport	Airport	540	O		Yes	2,841		2,841	127,718		133,400				133,400		133,400
124 Infiltration & Intrusion Study	Ut - Sewer	530	O		Yes - Series 2	223,000					223,000		223,000				223,000
125 Master Plan - Wastewater Collection Sys	Ut - Sewer	530	O			75,000					75,000	75,000					75,000
126 Master Plan-Water Distribution System	Ut - Sewer	530	O			50,000					50,000		50,000				50,000
<b>Total Other</b>						<b>560,841</b>	<b>195,000</b>	<b>2,841</b>	<b>127,718</b>	<b>-</b>	<b>886,400</b>	<b>140,000</b>	<b>338,000</b>	<b>90,000</b>	<b>223,400</b>	<b>95,000</b>	<b>886,400</b>
<b>Total 5 - Year CIP</b>						<b>45,177,072</b>	<b>205,000</b>	<b>5,629,555</b>	<b>3,018,385</b>	<b>35,000</b>	<b>54,065,012</b>	<b>22,029,755</b>	<b>11,820,149</b>	<b>6,267,660</b>	<b>8,327,796</b>	<b>5,619,652</b>	<b>54,065,012</b>

**Cost Distribution by Asset Type:**

Land	200,000	0.37%
Buildings	3,924,265	7.26%
Improvements Other Than Buildings	45,461,384	84.09%
Equipment	3,592,963	6.65%
Other	886,400	1.64%
<b>Total Distribution by Asset Type:</b>	<b>54,065,012</b>	<b>100.00%</b>

**Note: Utility debt issuance would be allocated to the following:**

**Series 2017** All categories highlighted in yellow.

**SRF Funding** All categories highlighted in gold.

**Lease Purchases** All categories highlighted in blue.

# **Community Revitalization**

## 5 Year Capital Improvement Plan FY 2016/17 - 2020/21

Department: Community Revitalization/Economic Development & Misc Revitalization Projects

Type: Improvements Other than Buildings

Function: 530 Physical Environment

Description	Dept.	Function Code	Asset Type	Impact Fee Elig.	Grant/Financing	Funding Sources					Fiscal Year					5-YEAR TOTAL	
						City	County	State	Federal	Other	TOTAL	16/17	17/18	18/19	19/20		20/21
1 Entryway Improvements	Econ. Dev.	530	I			210,000					210,000		85,000	125,000			210,000
2 Landscaping & Signage - LLBP	Econ. Dev.	530	I			50,000					50,000		50,000				50,000
3 Signage - Historic Markers	Econ. Dev.	530	I		Yes	11,400		11,400			22,800		7,600	7,600	7,600		22,800
4 Scenic Highway Improvements	Econ. Dev.	530	I		Yes	60,000			100,000		160,000		160,000				160,000
5 Rehab Parking Lot @ Stuart/Wetmore	Econ. Dev.	530	I			75,000					75,000		75,000				75,000
6 Demolition of Condemned Structures	CRA	530	I			75,000					75,000	75,000					75,000
7 Alley Restoration	Econ. Dev.	530	I			126,444					126,444		126,444				126,444
8 Walking Trail	CRA	530	I			1,397,770					1,397,770	252,963	484,807	660,000			1,397,770
9 Central & Scenic Beautification	CRA	530	I			77,960					77,960	77,960					77,960
10 CityNet Wifi Expansion	CRA	530	E			25,000					25,000	25,000					25,000
11 Vehicle	Code Enf.	530	E			22,000					22,000	22,000					22,000
12 (2) Ford Escapes	Prmt/Bldg	530	E			47,000					47,000	47,000					47,000
<b>SUBTOTAL 530 Physical Environment</b>						<b>2,177,574</b>		<b>11,400</b>	<b>100,000</b>		<b>2,288,974</b>	<b>499,923</b>	<b>988,851</b>	<b>792,600</b>	<b>7,600</b>		<b>2,288,974</b>
<b>Subtotal Improvements Other than Buildings</b>						<b>2,177,574</b>		<b>11,400</b>	<b>100,000</b>		<b>2,288,974</b>	<b>499,923</b>	<b>988,851</b>	<b>792,600</b>	<b>7,600</b>		<b>2,288,974</b>
<b>TOTAL DEPARTMENT</b>						<b>2,177,574</b>		<b>11,400</b>	<b>100,000</b>		<b>2,288,974</b>	<b>499,923</b>	<b>988,851</b>	<b>792,600</b>	<b>7,600</b>		<b>2,288,974</b>

**CITY OF LAKE WALES  
Five Year Capital Improvement Plan  
FY 2016/17 - FY 2020/21**

**Department:** Community Revitalization

**Fund:** 105 CRA

**Project/Item:** Entryway Improvements

**Function:** 550 Economic Environment

**Funding Source:** City

**Asset Type:** 663 Improvements  
Other Than Buildings

**Cost Schedule:**

Year	City	County	State	Federal	Other	Total
16/17						0
17/18	85,000					85,000
18/19	125,000					125,000
19/20						0
20/21						0
<b>TOTAL</b>	<b>210,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>210,000</b>

**Description:**

Beautification of city entryways as marketing tool for economic development. Project recommended by Economic Development Partnership.

**Source of Funding**

potential<sup>1</sup>     in-hand<sup>2</sup>

**Operating Revenues**

**Tax Increment Revenues**

**Impact Fees**

**Bond/Loan Proceeds**

**Grant**

**Agency:**

Application proposed

Application submitted

Approved, subject to funding

Grant awarded

Grant accepted

**Other:**

Funding proposed

Funding committed

<sup>1</sup> Potential = potential source of funding,  
but not yet secured

<sup>2</sup> In-hand = funding secured

**CITY OF LAKE WALES  
Five Year Capital Improvement Plan  
FY 2016/17 - FY 2020/21**

**Department:** Economic Development

**Fund:** 001 General Fund

**Project/Item:** Landscaping & Signage - LLBP

**Function:** 550 Economic Environment

**Funding Source:** City

**Asset Type:** 663 Improvements  
Other Than Buildings

**Cost Schedule:**

Year	City	County	State	Federal	Other	Total
16/17						0
17/18	50,000					50,000
18/19						0
19/20						0
20/21						0
<b>TOTAL</b>	<b>50,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>50,000</b>

**Description:**

Landscaping and signage improvements to Longleaf Business Park to be funded by proceeds from the sale of lots in the park.

**Source of Funding**

potential<sup>1</sup>     in-hand<sup>2</sup>

**Operating Revenues**

**Tax Increment Revenues**

**Impact Fees**

**Bond/Loan Proceeds**

**Grant**

**Agency:**

Application proposed

Application submitted

Approved, subject to funding

Grant awarded

Grant accepted

**Other:**

Funding proposed

Funding committed

<sup>1</sup> Potential = potential source of funding,  
but not yet secured

<sup>2</sup> In-hand = funding secured

**CITY OF LAKE WALES  
Five Year Capital Improvement Plan  
FY 2016/17 - FY 2020/21**

**Department:** Community Revitalization

**Fund:** 001 General Fund

**Project/Item:** Signage - Historic Markers

**Function:** 530 Physical Environment

**Funding Source:** City, State

**Asset Type:** 663 Improvements  
Other Than Buildings

**Cost Schedule:**

Year	City	County	State	Federal	Other	Total
16/17						0
17/18	3,800		3,800			7,600
18/19	3,800		3,800			7,600
19/20	3,800		3,800			7,600
20/21						0
<b>TOTAL</b>	<b>11,400</b>	<b>0</b>	<b>11,400</b>	<b>0</b>	<b>0</b>	<b>22,800</b>

**Description:**

Historic markers for historic sites. The state Historic Marker Program will provide, if awarded, a 50/50 match. Sites would include: Depot Museum, Children's Museum, Stuart House, Freight Depot, Historic Corridor, Rails to Trails, and Hardman Recreation Complex.

**Source of Funding**

potential<sup>1</sup>     in-hand<sup>2</sup>

**Operating Revenues**

**Tax Increment Revenues**

**Impact Fees**

**Bond/Loan Proceeds**

**Grant**

**Agency:** Historic Marker

Application proposed

Application submitted

Approved, subject to funding

Grant awarded

Grant accepted

**Other:**

Funding proposed

Funding committed

<sup>1</sup> Potential = potential source of funding,  
but not yet secured

<sup>2</sup> In-hand = funding secured

# CITY OF LAKE WALES

## Five Year Capital Improvement Plan

### FY 2016/17 - FY 2020/21

**Department:** Community Revitalization

**Fund:** 001 General Fund

**Project/Item:** Scenic Highway Improvements

**Function:** 530 Physical Environment

**Funding Source:** City, Federal

**Asset Type:** 663 Improvements  
Other Than Buildings

**Cost Schedule:**

Year	City	County	State	Federal	Other	Total
16/17						0
17/18	60,000			100,000		160,000
18/19						0
19/20						0
20/21						0
<b>TOTAL</b>	<b>60,000</b>	<b>0</b>	<b>0</b>	<b>100,000</b>	<b>0</b>	<b>160,000</b>

**Description:**

Scenic Hwy Improvements. Project starts north of Highland Blvd. and has a southern termination at Mountain Lake. The projects scope of work includes sidewalks, landscaping, resurfacing of roads, storm water system and utility relocation.

**Source of Funding**

potential<sup>1</sup>     in-hand<sup>2</sup>

**Operating Revenues**

**Tax Increment Revenues**

**Impact Fees**

**Bond/Loan Proceeds**

**Grant**

**Agency:** DOT

Application proposed

Application submitted

Approved, subject to funding

Grant awarded

Grant accepted

**Other:**

Funding proposed

Funding committed

<sup>1</sup> Potential = potential source of funding,  
but not yet secured

<sup>2</sup> In-hand = funding secured

**CITY OF LAKE WALES**  
**Five Year Capital Improvement Plan**  
**FY 2016/17 - FY 2020/21**

**Department:** Community Revitalization

**Fund:** 001 General Fund

**Project/Item:** Rehab Parking Lot @ Stuart/Wetmore

**Function:** 530 Physical Environment

**Funding Source:** City

**Asset Type:** 663 Improvements  
Other Than Buildings

**Cost Schedule:**

Year	City	County	State	Federal	Other	Total
16/17						0
17/18	75,000					75,000
18/19						0
19/20						0
20/21						0
<b>TOTAL</b>	<b>75,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>75,000</b>

**Description:**

The parking lot on the southwest southeast corner of Stuart Ave. and Wetmore St. needs some clean-up and rehabilitation as part of the effort to beautify the community. The concrete pavement of the lot is in good shape except for weeds growing up in the joints. Striping of parking spaces and installation of bumper stops are proposed. The sidewalks along the street are broken up to the point of being unusable. They need to be replaced.

**Source of Funding**

potential<sup>1</sup>  in-hand<sup>2</sup>

**Operating Revenues**

**Tax Increment Revenues**

**Impact Fees**

**Bond/Loan Proceeds**

**Grant**

**Agency: CDBG**

Application proposed

Application submitted

Approved, subject to funding

Grant awarded

Grant accepted

**Other:** Tree Replacement Fund

Funding proposed

Funding committed

<sup>1</sup> Potential = potential source of funding, but not yet secured

<sup>2</sup> In-hand = funding secured

**CITY OF LAKE WALES**  
**Five Year Capital Improvement Plan**  
**FY 2016/17 - FY 2020/21**

**Department:** Community Revitalization

**Fund:** 001 General Fund

**Project/Item:** Demolition of Condemned Structures

**Function:** 530 Physical Environment

**Funding Source:** City

**Asset Type:** 663 Improvements  
Other Than Buildings

**Cost Schedule:**

Year	City	County	State	Federal	Other	Total
16/17	75,000					75,000
17/18						0
18/19						0
19/20						0
20/21						0
<b>TOTAL</b>	<b>75,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>75,000</b>

**Description:**

The demolition of condemned structures throughout the community will eliminate potential safety hazards and will greatly enhance community appearance.

**Source of Funding**

potential<sup>1</sup>  in-hand<sup>2</sup>

**Operating Revenues**

**Tax Increment Revenues**

**Impact Fees**

**Bond/Loan Proceeds**

**Grant**

**Agency: CDBG**

Application proposed

Application submitted

Approved, subject to funding

Grant awarded

Grant accepted

**Other:** Tree Replacement Fund

Funding proposed

Funding committed

<sup>1</sup> Potential = potential source of funding,  
but not yet secured

<sup>2</sup> In-hand = funding secured

**CITY OF LAKE WALES  
Five Year Capital Improvement Plan  
FY 2016/17 - FY 2020/21**

**Department:** Community Revitalization

**Fund:** 001 General Fund

**Project/Item:** Alley Restoration

**Function:** 530 Physical Environment

**Funding Source:** City

**Asset Type:** 663 Imp. Other Than Buildings

**Source of Funding**

potential<sup>1</sup>     in-hand<sup>2</sup>

**Operating Revenues**

**Tax Increment Revenues**

**Impact Fees**

**Bond/Loan Proceeds**

**Grant**

**Agency:** CDBG

Application proposed

Application submitted

Approved, subject to funding

Grant awarded

Grant accepted

**Other:**

Funding proposed

Funding committed

**Cost Schedule:**

Year	City	County	State	Federal	Other	Total
16/17						0
17/18	126,444					126,444
18/19						0
19/20						0
20/21						0
<b>TOTAL</b>	<b>126,444</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>126,444</b>

**Description:**

Alley restoration between Park Avenue and Stuart Avenue

<sup>1</sup> Potential = potential source of funding,  
but not yet secured

<sup>2</sup> In-hand = funding secured

**CITY OF LAKE WALES**  
**Five Year Capital Improvement Plan**  
**FY 2016/17 - FY 2020/21**

**Department:** Community Revitalization

**Fund:** 001 General Fund

**Project/Item:** Walking Trail

**Function:** 530 Physical Environment

**Funding Source:** City

**Asset Type:** 663 Imp. Other Than Buildings

**Cost Schedule:**

Year	City	County	State	Federal	Other	Total
16/17	252,963					252,963
17/18	484,807					484,807
18/19	660,000					660,000
19/20						0
20/21						0
<b>TOTAL</b>	<b>1,397,770</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1,397,770</b>

**Description:**

Create a walking trail from Crystal Avenue to Lake Wailes Boardwalk. FY 16/17: Phase One \$262,963.00, FY 17/18 Phase Two: \$ 484,807.00., FY 18/19 Phase Three \$660,000.00.

**Source of Funding**

potential<sup>1</sup>  in-hand<sup>2</sup>

**Operating Revenues**

**Tax Increment Revenues**

**Impact Fees**

**Bond/Loan Proceeds**

**Grant**

**Agency: CDBG**

Application proposed

Application submitted

Approved, subject to funding

Grant awarded

Grant accepted

**Other:**

Funding proposed

Funding committed

<sup>1</sup> Potential = potential source of funding,  
but not yet secured

<sup>2</sup> In-hand = funding secured

# CITY OF LAKE WALES

## Five Year Capital Improvement Plan

### FY 2016/17 - FY 2020/21

**Department:** Community Revitalization

**Fund:** 001 General Fund

**Project/Item:** Central & Scenic Beautification

**Function:** 530 Physical Environment

**Funding Source:** City

**Asset Type:** 663 Imp. Other Than Buildings

**Cost Schedule:**

Year	City	County	State	Federal	Other	Total
16/17	77,960					77,960
17/18						0
18/19						0
19/20						0
20/21						0
<b>TOTAL</b>	<b>77,960</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>77,960</b>

**Description:**

Central Avenue Parking lot resurfacing and Central Avenue and Scenic Highway beautification to include sodding, shrubs, trees, irrigation and striping.

**Source of Funding**

potential<sup>1</sup>  in-hand<sup>2</sup>

**Operating Revenues**

**Tax Increment Revenues**

**Impact Fees**

**Bond/Loan Proceeds**

**Grant**

**Agency: CDBG**

Application proposed

Application submitted

Approved, subject to funding

Grant awarded

Grant accepted

**Other:**

Funding proposed

Funding committed

<sup>1</sup> Potential = potential source of funding, but not yet secured

<sup>2</sup> In-hand = funding secured

# CITY OF LAKE WALES

## Five Year Capital Improvement Plan

### FY 2016/17 - FY 2020/21

**Department:** Community Revitalization

**Fund:** 001 General Fund

**Project/Item:** CityNet Wifi Expansion

**Function:** 530 Physical Environment

**Funding Source:** City

**Asset Type:** 663 Imp. Other Than Buildings

#### Source of Funding

potential<sup>1</sup>  in-hand<sup>2</sup>

**Operating Revenues**

**Tax Increment Revenues**

**Impact Fees**

**Bond/Loan Proceeds**

**Grant**

**Agency:** CDBG

Application proposed

Application submitted

Approved, subject to funding

Grant awarded

Grant accepted

**Other:**

Funding proposed

Funding committed

<sup>1</sup> Potential = potential source of funding,  
but not yet secured

<sup>2</sup> In-hand = funding secured

#### Cost Schedule:

Year	City	County	State	Federal	Other	Total
16/17	25,000					25,000
17/18						0
18/19						0
19/20						0
20/21						0
<b>TOTAL</b>	<b>25,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>25,000</b>

#### Description:

This project will expand the citynet public wifi system downtown and toward Lake Wailes park.

**CITY OF LAKE WALES  
Five Year Capital Improvement Plan  
FY 2016/17 - FY 2020/21**

**Department:** Code Enforcement

**Fund:** 001 General Fund

**Project/Item:** Vehicle

**Function:** 530 Physical Environment

**Funding Source:** City

**Asset Type:** 664 Equipment

**Cost Schedule:**

Year	City	County	State	Federal	Other	Total
16/17	22,000					22,000
17/18						0
18/19						0
19/20						0
20/21						0
<b>TOTAL</b>	<b>22,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>22,000</b>

**Description:**

We will be entering into a 60 month lease for vehicle. Individual monthly payment is \$204. Because it takes a few months to get the vehicles in we are just budgeting 9 months for the first year. Total price is \$22,000.

**Source of Funding**

potential<sup>1</sup>  in-hand<sup>2</sup>

**Operating Revenues**

**Tax Increment Revenues**

**Impact Fees**

**Bond/Loan Proceeds**

**Grant**

**Agency: CDBG**

Application proposed

Application submitted

Approved, subject to funding

Grant awarded

Grant accepted

**Other:**

Funding proposed

Funding committed

<sup>1</sup> Potential = potential source of funding,  
but not yet secured

<sup>2</sup> In-hand = funding secured

**CITY OF LAKE WALES**  
**Five Year Capital Improvement Plan**  
**FY 2016/17 - FY 2020/21**

**Department:** Building & Permit Inspections

**Fund:** 001 General Fund

**Project/Item:** (2) Ford Escapes

**Function:** 530 Physical Environment

**Funding Source:** City

**Asset Type:** 664 Equipment

**Cost Schedule:**

Year	City	County	State	Federal	Other	Total
16/17	47,000					47,000
17/18						0
18/19						0
19/20						0
20/21						0
<b>TOTAL</b>	<b>47,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>47,000</b>

**Description:**

We will be entering into a 60 month lease for (2) 2017 SE 4x4 Ford Escapes. Individual monthly payment is \$408.00. The combined monthly payment is \$816. Because it takes a few months to get the vehicles in we are just budgeting 9 months for the first year. Total individual price is \$23,500. The combined total price for (2) 2017 SE 4x4 Ford Escapes is \$47,000.

**Source of Funding**

potential<sup>1</sup>     in-hand<sup>2</sup>

**Operating Revenues**

**Tax Increment Revenues**

**Impact Fees**

**Bond/Loan Proceeds**

**Grant**

**Agency: CDBG**

Application proposed

Application submitted

Approved, subject to funding

Grant awarded

Grant accepted

**Other:**

Funding proposed

Funding committed

<sup>1</sup> Potential = potential source of funding, but not yet secured

<sup>2</sup> In-hand = funding secured

## **Fire Department**

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**5 Year Capital Improvement Plan FY 2016/17 - 2020/21**

**Department: Fire Department**

**Type: Equipment**

**Function: 520 Public Safety**

Description	Dept.	Function Code	Asset Type	Impact Fee Elig.	Grant/Financing	Funding Sources					Fiscal Year					5-YEAR	
						City	County	State	Federal	Other	TOTAL	16/17	17/18	18/19	19/20	20/21	TOTAL
1 Vehicles - Command Vehicle	Fire	520	E		Yes	42,405					42,405	42,405					42,405
2 Equipment - Airpacks and cylinders	Fire	520	E		Yes	191,400					191,400			191,400			191,400
SUBTOTAL EQUIPMENT						233,805					233,805	42,405		191,400			233,805

<b>TOTAL DEPARTMENT</b>						233,805					233,805	42,405		191,400			233,805
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**CITY OF LAKE WALES  
Five Year Capital Improvement Plan  
FY 2016/17 - FY 2019/20**

**Department:** Fire Department **Fund:** 001 General Fund  
**Project/Item:** Vehicles - Command Vehicle **Function:** 520 Public Safety  
**Funding Source:** City **Asset Type:** 664 Equipment

**Cost Schedule:**

Year	City	County	State	Federal	Other	Total
16/17	42,405					42,405
17/18						0
18/19						0
19/20						0
20/21						0
<b>TOTAL</b>	<b>42,405</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>42,405</b>

**Description:**

1/2 Ton 4WD vehicle to replace the response vehicle utilized by the comand staff shift supervisors. The current vehicle has a service life of 10 years and according to the city's fleet vehicle replacement schedule is to be replaced in the 2016'17 budget year. THIS VEHICLE WILL BE LEASED WITH COMMISSION APPROVAL.

**Source of Funding**

potential<sup>1</sup>  in-hand<sup>2</sup>

**Operating Revenues**

**Tax Increment Revenues**

**Impact Fees**

**Financed/Leased**

**Grant Agency:**

Application proposed

Application submitted

Approved, subject to funding

Grant awarded

Grant accepted

**Other:**

Funding proposed

Funding committed

<sup>1</sup> Potential = potential source of funding, but not yet secured

<sup>2</sup> In-hand = funding secured

**CITY OF LAKE WALES  
Five Year Capital Improvement Plan  
FY 2016/17 - FY 2019/20**

**Department:** Fire Department

**Fund:** 001 General Fund

**Project/Item:** Equipment - Airpacks and cylinders

**Function:** 520 Public Safety

**Funding Source:** City

**Asset Type:** 664 Equipment

**Cost Schedule:**

Year	City	County	State	Federal	Other	Total
16/17						0
17/18						0
18/19	191,400					191,400
19/20						0
20/21						0
<b>TOTAL</b>	<b>191,400</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>191,400</b>

**Description:**

The last airpacks and cylinders were purchased in 2005. The usable life of the cylinders is 15 years. In order to take advantage of improved technology it is recommended to replace the airpacks as well. But, cylinders only could be replaced for \$51,425.

**Source of Funding**

potential<sup>1</sup>  in-hand<sup>2</sup>

**Operating Revenues**

**Tax Increment Revenues**

**Impact Fees**

**Financed/Leased**

**Grant Agency:**

Application proposed

Application submitted

Approved, subject to funding

Grant awarded

Grant accepted

**Other:**

Funding proposed

Funding committed

<sup>1</sup> Potential = potential source of funding, but not yet secured

<sup>2</sup> In-hand = funding secured

# **Information Technology**

**5 Year Capital Improvement Plan FY 2016/17 - 2020/21**

**Department: Information Technology**

**Type: Equipment**

**Function: 510 General Government**

Description	Dept.	Function Code	Asset Type	Impact Fee Elig.	Grant/Financing	Funding Sources					Fiscal Year					5-YEAR TOTAL	
						City	County	State	Federal	Other	TOTAL	16/17	17/18	18/19	19/20		20/21
1 Core Network Firewall/UTM Replacements	IT	510	E			27,000					27,000	27,000					27,000
2 Canopy Point-to-Multipoint Expansion	IT	510	E			28,000					28,000		28,000				28,000
3 Network Switch Replacement	IT	510	E			25,000					25,000	25,000					25,000
4 DVR Admin Building	IT	510	E			6,000					6,000					6,000	6,000
5 E-mail Archiving Solution	IT	510	E			20,000					20,000		20,000				20,000
6 Audio/Video Upgrades for the City Commission Chambers	IT	510	E			75,000					75,000			75,000			75,000
7 (2) Ford Transit Connect Van	IT	510	E			46,310					46,310	46,310					46,310
8 Document Management System	IT	510	E			30,000					30,000		30,000				30,000
<b>SUBTOTAL EQUIPMENT</b>						257,310					257,310	98,310	78,000	75,000		6,000	257,310
<b>TOTAL DEPARTMENT</b>						257,310					257,310	98,310	78,000	75,000		6,000	257,310

**CITY OF LAKE WALES**  
**Five Year Capital Improvement Plan**  
**FY 2016/17 - FY 2020/21**

**Department:** Information Technology

**Fund:** 001 General Fund

**Project/Item:** Core Network Firewall/UTM Replacements

**Function:** 510 General Government

**Funding Source:** City

**Asset Type:** 664 Equipment

**Cost Schedule:**

Year	City	County	State	Federal	Other	Total
16/17	27,000					27,000
17/18						0
18/19						0
19/20						0
20/21						0
<b>TOTAL</b>	<b>27,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>27,000</b>

**Description:**

These firewalls protect our internal networks from intrusion in addition to providing the core routing services that interconnect our networks. Our current Firewalls have been in production since 2007 and have a approximate lifespan of 7 -10 years.

**Source of Funding**

potential<sup>1</sup>  in-hand<sup>2</sup>

**Operating Revenues**

**Tax Increment Revenues**

**Impact Fees**

**Financed/Leased**

**Grant**

**Agency:**

Application proposed

Application submitted

Approved, subject to funding

Grant awarded

Grant accepted

**Other:**

Funding proposed

Funding committed

<sup>1</sup> Potential = potential source of funding, but not yet secured

<sup>2</sup> In-hand = funding secured

**CITY OF LAKE WALES  
Five Year Capital Improvement Plan  
FY 2016/17 - FY 2020/21**

**Department:** Information Technology

**Fund:** 001 General Fund

**Project/Item:** Canopy Point-to-Multipoint Expansion

**Function:** 510 General Government

**Funding Source:** City

**Asset Type:** 664 Equipment

**Cost Schedule:**

Year	City	County	State	Federal	Other	Total
16/17						0
17/18	28,000					28,000
18/19						0
19/20						0
20/21						0
<b>TOTAL</b>	<b>28,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>28,000</b>

**Description:**

This would complete a project which began during the 2011-12 fiscal year. This Point-to-Multipoint network would connect all of the remote City facilities via a high bandwidth wireless network backbone. There would be some minor return on the investment with this project as we would cancel any recurring internet costs to these facilities and could add additional network functionality to the facilities that we do not have now, due to the slow through put of WAN links.

**Source of Funding**

potential<sup>1</sup>  in-hand<sup>2</sup>

**Operating Revenues**

**Tax Increment Revenues**

**Impact Fees**

**Financed/Leased**

**Grant**

**Agency:**

Application proposed

Application submitted

Approved, subject to funding

Grant awarded

Grant accepted

**Other:**

Funding proposed

Funding committed

<sup>1</sup> Potential = potential source of funding, but not yet secured

<sup>2</sup> In-hand = funding secured

**CITY OF LAKE WALES**  
**Five Year Capital Improvement Plan**  
**FY 2016/17 - FY 2020/21**

**Department:** Information Technology

**Fund:** 001 General Fund

**Project/Item:** Network Switch Replacement

**Function:** 510 General Government

**Funding Source:** City

**Asset Type:** 664 Equipment

**Cost Schedule:**

Year	City	County	State	Federal	Other	Total
16/17	25,000					25,000
17/18						0
18/19						0
19/20						0
20/21						0
<b>TOTAL</b>	<b>25,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>25,000</b>

**Description:**

Replacing old equipment due to end of life functionality of old equipment.

**Source of Funding**

potential<sup>1</sup>  in-hand<sup>2</sup>

**Operating Revenues**

**Tax Increment Revenues**

**Impact Fees**

**Financed/Leased**

**Grant**

**Agency:**

Application proposed

Application submitted

Approved, subject to funding

Grant awarded

Grant accepted

**Other:**

Funding proposed

Funding committed

<sup>1</sup> Potential = potential source of funding, but not yet secured

<sup>2</sup> In-hand = funding secured

# CITY OF LAKE WALES

## Five Year Capital Improvement Plan

### FY 2016/17 - FY 2020/21

**Department:** Information Technology

**Fund:** 001 General Fund

**Project/Item:** DVR Admin Building

**Function:** 510 General Government

**Funding Source:** City

**Asset Type:** 664 Equipment

**Cost Schedule:**

Year	City	County	State	Federal	Other	Total
16/17	0					0
17/18						0
18/19						0
19/20						0
20/21	6,000					6,000
<b>TOTAL</b>	<b>6,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>6,000</b>

**Description:**

DVR Administration Building for recording in the front of the building and the cashier area.

**Source of Funding**

potential<sup>1</sup>  in-hand <sup>2</sup>

**Operating Revenues**

**Tax Increment Revenues**

**Impact Fees**

**Financed/Leased**

**Grant**

**Agency:**

Application proposed

Application submitted

Approved, subject to funding

Grant awarded

Grant accepted

**Other:**

Funding proposed

Funding committed

<sup>1</sup> Potential = potential source of funding

but not yet secured

<sup>2</sup> In-hand = funding secure

**CITY OF LAKE WALES**  
**Five Year Capital Improvement Plan**  
**FY 2016/17 - FY 2020/21**

**Department:** Information Technology

**Fund:** 001 General Fund

**Project/Item:** E-mail Archiving Solution

**Function:** 510 General Government

**Funding Source:** City

**Asset Type:** 664 Equipment

**Cost Schedule:**

Year	City	County	State	Federal	Other	Total
16/17						0
17/18	20,000					20,000
18/19						0
19/20						0
20/21						0
<b>TOTAL</b>	<b>20,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>20,000</b>

**Description:**

This device will ensure that City email is archived in accordance with the state Sunshine law regarding public records. The device will also streamline the process of producing email related public records requests.

**Source of Funding**

potential<sup>1</sup>  in-hand<sup>2</sup>

**Operating Revenues**

**Tax Increment Revenues**

**Impact Fees**

**Financed/Leased**

**Grant**

**Agency:**

Application proposed

Application submitted

Approved, subject to funding

Grant awarded

Grant accepted

**Other:**

Funding proposed

Funding committed

<sup>1</sup> Potential = potential source of funding, but not yet secured

<sup>2</sup> In-hand = funding secured

**CITY OF LAKE WALES**  
**Five Year Capital Improvement Plan**  
**FY 2016/17 - FY 2020/21**

**Department:** Information Technology

**Fund:** 001 General Fund

**Project/Item:** Audio/Video Upgrades for the City Commission Cham

**Function:** 510 General Government

**Funding Source:** City

**Asset Type:** 664 Equipment

**Cost Schedule:**

Year	City	County	State	Federal	Other	Total
16/17						0
17/18						0
18/19	75,000					75,000
19/20						0
20/21						0
<b>TOTAL</b>	<b>75,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>75,000</b>

**Description:**

The AV equipment in the commission chambers is slowly becoming obsolete and should be upgraded. The proposed AV system would make it easier for commissioners and the audience to view presentations and would accommodate the latest technological hardware, such as HDMI and DVI.

**Source of Funding**

potential<sup>1</sup>  in-hand<sup>2</sup>

**Operating Revenues**

**Tax Increment Revenues**

**Impact Fees**

**Financed/Leased**

**Grant**

**Agency:**

Application proposed

Application submitted

Approved, subject to funding

Grant awarded

Grant accepted

**Other:**

Funding proposed

Funding committed

<sup>1</sup> Potential = potential source of funding, but not yet secured

<sup>2</sup> In-hand = funding secured

**CITY OF LAKE WALES**  
**Five Year Capital Improvement Plan**  
**FY 2016/17 - FY 2020/21**

**Department:** Information Technology

**Fund:** 001 General Fund

**Project/Item:** (2) Ford Transit Connect Van

**Function:** 510 General Government

**Funding Source:** City

**Asset Type:** 664 Equipment

**Cost Schedule:**

Year	City	County	State	Federal	Other	Total
16/17	46,310					46,310
17/18						0
18/19						0
19/20						0
20/21						0
<b>TOTAL</b>	<b>46,310</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>46,310</b>

**Description:**

Two (2) Ford Transit Connect Vans. This equipment will be lease purchased.

**Source of Funding**

potential<sup>1</sup>  in-hand<sup>2</sup>

**Operating Revenues**

**Tax Increment Revenues**

**Impact Fees**

**Financed/Leased**

**Grant**

**Agency:**

Application proposed

Application submitted

Approved, subject to funding

Grant awarded

Grant accepted

**Other:**

Funding proposed

Funding committed

<sup>1</sup> Potential = potential source of funding, but not yet secured

<sup>2</sup> In-hand = funding secured

**CITY OF LAKE WALES**  
**Five Year Capital Improvement Plan**  
**FY 2016/17 - FY 2020/21**

**Department:** Information Technology

**Fund:** 001 General Fund

**Project/Item:** Document Management System

**Function:** 510 General Government

**Funding Source:** City

**Asset Type:** 664 Equipment

**Cost Schedule:**

Year	City	County	State	Federal	Other	Total
16/17						0
17/18	30,000					30,000
18/19						0
19/20						0
20/21						0
<b>TOTAL</b>	<b>30,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>30,000</b>

**Description:**

A document management system would organize and digitize the hard copies of City documents providing rapid retrieval and portability of the documents. This would not replace those hard copies of the documents for record retention purposes.

**Source of Funding**

potential<sup>1</sup>  in-hand<sup>2</sup>

**Operating Revenues**

**Tax Increment Revenues**

**Impact Fees**

**Financed/Leased**

**Grant**

**Agency:**

Application proposed

Application submitted

Approved, subject to funding

Grant awarded

Grant accepted

**Other:**

Funding proposed

Funding committed

<sup>1</sup> Potential = potential source of funding, but not yet secured

<sup>2</sup> In-hand = funding secured

# **Library**

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**5 Year Capital Improvement Plan FY 2016/17 - 2020/21**

**Department: Library**

**Type: Buildings**

**Function: 570 Culture & Recreation**

Description	Dept.	Function Code	Asset Type	Impact Fee Elig.	Grant/ Financing	Funding Sources					Fiscal Year					5-YEAR TOTAL	
						City	County	State	Federal	Other	TOTAL	16/17	17/18	18/19	19/20		20/21
2 Design - North Library	Library	570	B			40,000	10,000				50,000	50,000					50,000
SUBTOTAL BUILDINGS						40,000	10,000				50,000	50,000					50,000

**Type: Other**

**Function: 570 Culture & Recreation**

Description	Dept.	Function Code	Asset Type	Impact Fee Elig.	Grant/ Financing	Funding Sources					Fiscal Year					5-YEAR TOTAL	
						City	County	State	Federal	Other	TOTAL	16/17	17/18	18/19	19/20		20/21
3 Books & Subscriptions	Library	570	O	Yes		210,000	195,000				405,000	65,000	65,000	90,000	90,000	95,000	405,000
SUBTOTAL OTHER						210,000	195,000				405,000	65,000	65,000	90,000	90,000	95,000	405,000

<b>TOTAL DEPARTMENT</b>						250,000	205,000				455,000	115,000	65,000	90,000	90,000	95,000	455,000
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**CITY OF LAKE WALES**  
**Five Year Capital Improvement Plan**  
**FY 2016/17 - FY 2020/21**

**Department:** Community Services - Library

**Fund:** 110 Library

**Project/Item:** Design - North Library

**Function:** 570 Culture & Recreation

**Funding Source:** Library

**Asset Type:** 662 Building

**Cost Schedule:**

Year	City	County	State	Federal	Other	Total
16/17	40,000	10,000				50,000
17/18						0
18/19						0
19/20						0
20/21						0
<b>TOTAL</b>	<b>40,000</b>	<b>10,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>50,000</b>

**Description:**

Design for proposed North Library at North Municipal Park, (North Fire Station). Library Impact Fees used for City portion and Intergovernmental Funds, (Polk County Library Cooperative), for County portion.

**Source of Funding**

potential<sup>1</sup>       in-hand<sup>2</sup>

**Operating Revenues**

**Tax Increment Revenues**

**Impact Fees**

**Bond/Loan Proceeds**

**Grant Agency:**

Application proposed

Application submitted

Approved, subject to funding

Grant awarded

Grant accepted

**Other:**

Funding proposed

Funding committed

<sup>1</sup> Potential = potential source of funding, but not yet secured

<sup>2</sup> In-hand = funding secured

# CITY OF LAKE WALES

## Five Year Capital Improvement Plan

### FY 2016/17 - FY 2020/21

**Department:** Community Services - Library

**Fund:** 110 Library

**Project/Item:** Books & Subscriptions

**Function:** 570 Culture & Recreation

**Funding Source:** Library & PCLC

**Asset Type:** 666 Library Materials

**Cost Schedule:**

Year	City	County	State	Federal	Other	Total
16/17	35,000	30,000				65,000
17/18	35,000	30,000				65,000
18/19	45,000	45,000				90,000
19/20	45,000	45,000				90,000
20/21	50,000	45,000				95,000
<b>TOTAL</b>	<b>210,000</b>	<b>195,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>405,000</b>

**Description:**

Books & Materials will be shared between Library revenue and Polk County Library Cooperative revenues. This is in preparation for the proposed North Library at the North Municipal Park, Chalet Suzanne Road.

**Source of Funding**

potential<sup>1</sup>  in-hand<sup>2</sup>

**Operating Revenues**

**Tax Increment Revenues**

**Impact Fees**

**Bond/Loan Proceeds**

**Grant**

**Agency:**

Application proposed

Application submitted

Approved, subject to funding

Grant awarded

Grant accepted

**Other:**

Funding proposed

Funding committed

<sup>1</sup> Potential = potential source of funding, but not yet secured

<sup>2</sup> In-hand = funding secured

# **Police Department**

**5 Year Capital Improvement Plan FY 2016/17 - 2020/21**

**Department: Police Department**

**Type: Equipment**  
**Function: 520 Public Safety**

	Description	Dept.	Function Code	Asset Type	Impact Fee Elig.	Grants/ Financing	Funding Sources					Fiscal Year					5-YEAR TOTAL	
							City	County	State	Federal	Other	TOTAL	16/17	17/18	18/19	19/20		20/21
1	Police Canine	Police	529	E			15,000					15,000	15,000					15,000
2	Server - Police Headquarters	Police	520	E	Yes		15,000				15,000	30,000	30,000					30,000
3	Investigative Equipment	Police	520	E		Yes			10,000		20,000	30,000	5,000	10,000	5,000	5,000	5,000	30,000
4	Vehicles - PD Canine Unit	Police	520	E		Yes	134,472					134,472	44,824	44,824				44,824
5	Vehicles - PD Unmarked	Police	520	E		Yes	129,936					129,936		64,968		64,968		129,936
6	Vehicles - PD Marked	Police	520	E		Yes	881,040					881,040	205,528	126,696	211,160	168,828	168,828	881,040
7	Other Equipment - Investigative	Law Enf.	520	E		Yes			14,000			14,000	14,000					14,000
8	Building soffit and fascia	Police	520	B			40,000					40,000		40,000				40,000
	<b>SUBTOTAL EQUIPMENT</b>						1,215,448		24,000		35,000	1,274,448	314,352	286,488	216,160	238,796	218,652	1,274,448
	<b>TOTAL DEPARTMENT</b>						1,215,448		24,000		35,000	1,274,448	314,352	286,488	216,160	238,796	218,652	1,274,448

**CITY OF LAKE WALES**  
**Five Year Capital Improvement Plan**  
**FY 2016/17 - FY 2020/21**

**Department:** Police Department

**Fund:** 001 General Fund

**Project/Item:** Police Canine

**Function:** 520 Public Safety

**Funding Source:** City

**Asset Type:** 664 Improvements Other Than Building

**Cost Schedule:**

Year	City	County	State	Federal	Other	Total
16/17	15,000					15,000
17/18						0
18/19						0
19/20						0
20/21						0
<b>TOTAL</b>	<b>15,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>15,000</b>

**Description:**

To replace a police canine if necessary.

**Source of Funding**

potential<sup>1</sup>  in-hand<sup>2</sup>

**Operating Revenues**

**Tax Increment Revenues**

**Impact Fees**

**Bond/Loan Proceeds**

**Grant:**

**Agency:**

Application proposed

Application submitted

Approved, subject to funding

Grant awarded

Grant accepted

**Other:**

Funding proposed

Funding committed

<sup>1</sup> Potential = potential source of funding, but not yet secured

<sup>2</sup> In-hand = funding secured

**CITY OF LAKE WALES**  
**Five Year Capital Improvement Plan**  
**FY 2016/17 - FY 2020/21**

**Department:** Police Department **Fund:** 001 General Fund  
**Project/Item:** Server - Police Headquarters **Function:** 520 Public Safety  
**Funding Source:** City **Asset Type:** 664 Equipment

**Cost Schedule:**

Year	City	County	State	Federal	Other	Total
16/17	15,000				15,000	30,000
17/18						0
18/19						0
19/20						0
20/21						0
<b>TOTAL</b>	<b>15,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>15,000</b>	<b>30,000</b>

**Description:**

Purchase and installation VMWare / Server upgrades for Police Headquarters. VMware is a technology that allows multiple servers to share the same physical hardware. This project will enable us to consolidate hardware resources resulting in lower server upgrade and operating costs in the future. One other important feature of VMware is that it creates snapshots of server configurations that can be restored very quickly in a disaster scenario.

**Source of Funding**

potential<sup>1</sup>  in-hand<sup>2</sup>

**Operating Revenues**

**Tax Increment Revenues**

**Impact Fees**

**Bond/Loan Proceeds**

**Grant:**

**Agency:**

- Application proposed
- Application submitted
- Approved, subject to funding
- Grant awarded
- Grant accepted

**Other: Insurance Proceeds**

- Funding proposed
- Funding committed

<sup>1</sup> Potential = potential source of funding, but not yet secured  
<sup>2</sup> In-hand = funding secured

**CITY OF LAKE WALES  
Five Year Capital Improvement Plan  
FY 2016/17 - FY 2020/21**

**Department:** Police Department

**Fund:** 116 Grants

**Project/Item:** Investigative Equipment

**Function:** 520 Public Safety

**Funding Source:** Forfeiture/State

**Asset Type:** 664 Equipment

**Cost Schedule:**

Year	City	County	State	Federal	Other	Total
16/17					5,000	5,000
17/18			10,000			10,000
18/19					5,000	5,000
19/20					5,000	5,000
20/21					5,000	5,000
<b>TOTAL</b>	<b>0</b>	<b>0</b>	<b>10,000</b>	<b>0</b>	<b>20,000</b>	<b>30,000</b>

**Description:**

To provide advanced and specialized equipment for use in law enforcement investigations and operations.

**Source of Funding**

potential<sup>1</sup>  in-hand<sup>2</sup>

Operating Revenues

Tax Increment Revenues

Impact Fees

Bond/Loan Proceeds

Grant

**Agency: Byrne Formula**

Application proposed

Application submitted

Approved, subject to funding

Grant awarded

Grant accepted

**Other: Forfeiture Fund**

Funding proposed

Funding committed

<sup>1</sup> Potential = potential source of funding,  
but not yet secured

<sup>2</sup> In-hand = funding secured

**CITY OF LAKE WALES**  
**Five Year Capital Improvement Plan**  
**FY 2016/17 - FY 2020/21**

**Department:** Police Department

**Fund:** 001 General Fund

**Project/Item:** Vehicles - PD Canine Unit

**Function:** 520 Public Safety

**Funding Source:** City

**Asset Type:** 664 Equipment

**Cost Schedule:**

Year	City	County	State	Federal	Other	Total
16/17	44,824					44,824
17/18	44,824					44,824
18/19	0					0
19/20	0					0
20/21	44,824					44,824
<b>TOTAL</b>	<b>134,472</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>134,472</b>

**Description:**

To provide replacement vehicles for the Canine Unit.  
 THESE VEHICLES WILL BE LEASED VS. PURCHASED WITH COMMISSION APPROVAL.

**Source of Funding**

potential<sup>1</sup>  in-hand<sup>2</sup>

- Operating Revenues**
- Tax Increment Revenues**
- Impact Fees**
- Bond/Loan Proceeds**
- Grant**

**Agency:**

- Application proposed
- Application submitted
- Approved, subject to funding
- Grant awarded
- Grant accepted
- Other:**
  - Funding proposed
  - Funding committed

<sup>1</sup> Potential = potential source of funding,  
 but not yet secured  
<sup>2</sup> In-hand = funding secured

**CITY OF LAKE WALES**  
**Five Year Capital Improvement Plan**  
**FY 2016/17 - FY 2020/21**

**Department:** Police Department

**Fund:** 001 General Fund

**Project/Item:** Vehicles - PD Unmarked

**Function:** 520 Public Safety

**Funding Source:** City

**Asset Type:** 664 Equipment

**Cost Schedule:**

Year	City	County	State	Federal	Other	Total
16/17	0					
17/18	64,968					64,968
18/19	0					
19/20	64,968					64,968
20/21	0					
<b>TOTAL</b>	<b>129,936</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>129,936</b>

**Description:**

To provide replacement unmarked vehicles.  
 THESE VEHICLES WILL BE LEASED VS. PURCHASED WITH COMMISSION APPROVAL.

**Source of Funding**

potential<sup>1</sup>  in-hand<sup>2</sup>

- Operating Revenues**
- Tax Increment Revenues**
- Impact Fees**
- Bond/Loan Proceeds**
- Grant**

**Agency:**

- Application proposed
- Application submitted
- Approved, subject to funding
- Grant awarded
- Grant accepted

**Other:**

- Funding proposed
- Funding committed

<sup>1</sup> Potential = potential source of funding,  
 but not yet secured  
<sup>2</sup> In-hand = funding secured

**CITY OF LAKE WALES**  
**Five Year Capital Improvement Plan**  
**FY 2016/17 - FY 2020/21**

**Department:** Police Department

**Fund:** 001 General Fund

**Project/Item:** Vehicles - PD Marked

**Function:** 520 Public Safety

**Funding Source:** City

**Asset Type:** 664 Equipment

**Cost Schedule:**

Year	City	County	State	Federal	Other	Total
16/17	205,528					205,528
17/18	126,696					126,696
18/19	211,160					211,160
19/20	168,828					168,828
20/21	168,828					168,828
<b>TOTAL</b>	<b>881,040</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>881,040</b>

**Description:**

To provide replacement vehicles for the Patrol Section. THESE VEHICLES WILL BE LEASED WITH COMMISSION APPROVAL.

**Source of Funding**

potential<sup>1</sup>  in-hand<sup>2</sup>

- Operating Revenues**
- Tax Increment Revenues**
- Impact Fees**
- Bond/Loan Proceeds**
- Grant**

**Agency:**

- Application proposed
- Application submitted
- Approved, subject to funding
- Grant awarded
- Grant accepted
- Other:**
  - Funding proposed
  - Funding committed

<sup>1</sup> Potential = potential source of funding, but not yet secured  
<sup>2</sup> In-hand = funding secured

**CITY OF LAKE WALES**  
**Five Year Capital Improvement Plan**  
**FY 2016/17 - FY 2020/21**

**Department:** Police Department

**Fund:** 116 Law Enforcement Grants

**Project/Item:** Other Equipment - Investigative

**Function:** 520 Public Safety

**Funding Source:** City

**Asset Type:** 664 Equipment

**Cost Schedule:**

Year	City	County	State	Federal	Other	Total
16/17	14,000					14,000
17/18						0
18/19						0
19/20						0
20/21						0
<b>TOTAL</b>	<b>14,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>14,000</b>

**Description:**

**Source of Funding**

potential<sup>1</sup>  in-hand<sup>2</sup>

**Operating Revenues**

**Tax Increment Revenues**

**Impact Fees**

**Bond/Loan Proceeds**

**Grant: Byrne JAG**

**Agency: FDLE**

Application proposed

Application submitted

Approved, subject to funding

Grant awarded

Grant accepted

**Other:**

Funding proposed

Funding committed

<sup>1</sup> Potential = potential source of funding,  
but not yet secured

<sup>2</sup> In-hand = funding secured

**CITY OF LAKE WALES**  
**Five Year Capital Improvement Plan**  
**FY 2016/17 - FY 2020/21**

**Department:** Police Department

**Fund:** 116 Law Enforcement Grants

**Project/Item:** Building soffit and fascia

**Function:** 520 Public Safety

**Funding Source:** City

**Asset Type:** 664 Building

**Cost Schedule:**

Year	City	County	State	Federal	Other	Total
16/17						-
17/18	40,000					40,000
18/19						-
19/20						-
20/21						-
<b>TOTAL</b>	<b>40,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>40,000</b>

**Description:**

Replace soffit and fascia on PD building that is falling off and deteriorating.

**Source of Funding**

potential<sup>1</sup>  in-hand<sup>2</sup>

**Operating Revenues**

**Tax Increment Revenues**

**Impact Fees**

**Bond/Loan Proceeds**

**Grant: Byrne JAG**

**Agency: FDLE**

Application proposed

Application submitted

Approved, subject to funding

Grant awarded

Grant accepted

**Other:**

Funding proposed

Funding committed

<sup>1</sup> Potential = potential source of funding,  
but not yet secured

<sup>2</sup> In-hand = funding secured

## **Public Works/Airport**

**5 Year Capital Improvement Plan FY 2016/17 - 2020/21**

**Department: Public Works/Public Services: Airport**

**Type: Land**  
**Function: 540 Transportation**

Description	Dept.	Function Code	Asset Type	Impact Fee Elig.	Grant/Financing	Funding Sources					Fiscal Year					5-YEAR TOTAL	
						City	County	State	Federal	Other	TOTAL	16/17	17/18	18/19	19/20		20/21
1 Land	Airport	540	L		Yes	7,500		7,500	135,000		150,000			150,000			150,000
SUBTOTAL BUILDINGS						7,500		7,500	135,000		150,000			150,000			150,000

**Type: Buildings**  
**Function: 540 Transportation**

Description	Dept.	Function Code	Asset Type	Impact Fee Elig.	Grant/Financing	Funding Sources					Fiscal Year					5-YEAR TOTAL	
						City	County	State	Federal	Other	TOTAL	16/17	17/18	18/19	19/20		20/21
2 East Apron Hangar Development	Airport	540	B		Yes	477,000		1,908,000			2,385,000		2,385,000				2,385,000
SUBTOTAL BUILDINGS						477,000		1,908,000			2,385,000		2,385,000				2,385,000

**Type: Improvements Other than Buildings**  
**Function: 540 Transportation**

Description	Dept.	Function Code	Asset Type	Impact Fee Elig.	Grant/Financing	Funding Sources					Fiscal Year					5-YEAR TOTAL	
						City	County	State	Federal	Other	TOTAL	16/17	17/18	18/19	19/20		20/21
3 Airport Apron Construction	Airport	540	I		Yes	49,900		49,900	898,200		998,000			998,000			998,000
4 Airport Apron Construction (FBO)	Airport	540	I		Yes	22,000		22,000	396,000		440,000			440,000			440,000
5 Parking - Airport - Automobile	Airport	540	I		Yes	28,800		115,200			144,000		144,000				144,000
6 Landside Access & Parking	Airport	540	I		Yes	109,200		436,800			546,000		546,000				546,000
7 Airport Improvements	Airport	540	I		Yes	686,098		2,344,764	1,232,767		4,263,629	4,263,629					4,263,629
8 Precision Approach to Runway 6	Airport	540	I		Yes	7,150		7,150	128,700		143,000			143,000			143,000
SUBTOTAL IMPROVEMENTS						903,148		2,975,814	2,655,667		6,534,629	4,263,629	690,000	998,000	583,000		6,534,629

**Type: Equipment**  
**Function: 540 Transportation**

Description	Dept.	Function Code	Asset Type	Impact Fee Elig.	Grant/Financing	Funding Sources					Fiscal Year					5-YEAR TOTAL	
						City	County	State	Federal	Other	TOTAL	16/17	17/18	18/19	19/20		20/21
9 Vehicle - Airport Fuel Truck	Airport	540	E			120,000					120,000		120,000				120,000
10 Vehicle	Airport	540	E			19,000					19,000	19,000					19,000
11 Utility vehicle	Airport	540	E			12,000					12,000	12,000					12,000
12 Mower	Airport	540	E			20,000					20,000	20,000					20,000
13 Diesel fuel tank	Airport	540	E			2,000					2,000	2,000					2,000
14 Radio	Airport	540	E			5,000					5,000	5,000					5,000
15 Telephone	Airport	540	E			12,000					12,000	12,000					12,000
SUBTOTAL EQUIPMENT						190,000					190,000	70,000	120,000				190,000

**Type: Other**  
**Function: 540 Transportation**

Description	Dept.	Function Code	Asset Type	Impact Fee Elig.	Grant/Financing	Funding Sources					Fiscal Year					5-YEAR TOTAL	
						City	County	State	Federal	Other	TOTAL	16/17	17/18	18/19	19/20		20/21
16 Master Plan - Airport	Airport	540	O		Yes	2,841		2,841	127,718		133,400			133,400			133,400
SUBTOTAL OTHER						2,841		2,841	127,718		133,400			133,400			133,400

<b>TOTAL DEPARTMENT</b>						1,580,489		4,894,155	2,918,385		9,393,029	4,333,629	3,195,000	1,148,000	716,400		9,393,029
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**CITY OF LAKE WALES**  
**Five Year Capital Improvement Plan**  
**FY 2016/17 - FY 2020/21**

**Department:** Public Works - Airport

**Fund:** 404 Airport

**Project/Item:** Land

**Function:** 540 Transportation

**Funding Source:** Other

**Asset Type:** 661 Land

**Cost Schedule:**

Year	City	County	State	Federal	Other	Total
16/17						0
17/18						0
18/19	7,500		7,500	135,000		150,000
19/20						0
20/21						0
<b>TOTAL</b>	<b>7,500</b>	<b>0</b>	<b>7,500</b>	<b>135,000</b>	<b>0</b>	<b>150,000</b>

**Description:**

Acquire land for the future development in accordance with the new master plan update. These uses will be focused on revenue generating activities.

**Source of Funding**

potential<sup>1</sup>  in-hand<sup>2</sup>

**Operating Revenues**

**Tax Increment Revenues**

**Impact Fees**

**Bond/Loan Proceeds**

**Grant**

**Agency FDOT, FAA**

Application proposed

Application submitted

Approved, subject to funding

Grant awarded

Grant accepted

**Other: Private Contributions**

Funding proposed

Funding committed

<sup>1</sup> Potential = potential source of funding, but not yet secured

<sup>2</sup> In-hand = funding secured

**CITY OF LAKE WALES**  
**Five Year Capital Improvement Plan**  
**FY 2016/17 - FY 2020/21**

**Department:** Public Works - Airport

**Fund:** 404 Airport

**Project/Item:** East Apron Hangar Development

**Function:** 540 Transportation

**Funding Source:** City, State

**Asset Type:** 662 Buildings

**Cost Schedule:**

Year	City	County	State	Federal	Other	Total
16/17						0
17/18	477,000		1,908,000			2,385,000
18/19						0
19/20						0
20/21						0
<b>TOTAL</b>	<b>477,000</b>	<b>0</b>	<b>1,908,000</b>	<b>0</b>	<b>0</b>	<b>2,385,000</b>

**Description:**

After landside access and parking is made available to the east aircraft apron, and the apron is expanded and connected with the FBO apron, significant value will be created for the land abutting the expanded apron. This area will be well suited for a large business or corporate tenant seeking to establish a large hangar or hangar complex near the highly visible main entrance road of the airport.

**Source of Funding**

potential<sup>1</sup>  in-hand<sup>2</sup>

**Operating Revenues**

**Tax Increment Revenues**

**Impact Fees**

**Bond/Loan Proceeds**

**Grant**

**Agency: FDOT, FAA**

Application proposed

Application submitted

Approved, subject to funding

Grant awarded

Grant accepted

**Other:**

Funding proposed

Funding committed

<sup>1</sup> Potential = potential source of funding,  
but not yet secured

<sup>2</sup> In-hand = funding secured

**CITY OF LAKE WALES  
Five Year Capital Improvement Plan  
FY 2016/17 - FY 2020/21**

**Department:** Public Works - Airport

**Fund:** 404 Airport

**Project/Item:** Airport Apron Construction

**Function:** 540 Transportation

**Funding Source:** City, State, Federal

**Asset Type:** 663 Improvements  
Other Than Buildings

**Cost Schedule:**

Year	City	County	State	Federal	Other	Total
16/17						0
17/18						0
18/19	49,900		49,900	898,200		998,000
19/20						0
20/21						0
<b>TOTAL</b>	<b>49,900</b>	<b>0</b>	<b>49,900</b>	<b>898,200</b>	<b>0</b>	<b>998,000</b>

**Description:**

The Eastern Aircraft Apron represents a significant resource to the airport and itinerant traffic. In the future, once landside access and parking is provided to this facility, its adjacent land will be poised for development. By expanding the apron and constructing a taxiway, the existing East Aircraft apron and FBO apron can be connected, thereby increasing the overall utility of each.

**Source of Funding**

potential<sup>1</sup>  in-hand<sup>2</sup>

**Operating Revenues**

**Tax Increment Revenues**

**Impact Fees**

**Financed/Leased**

**Grant**

**Agency: FDOT**

Application proposed

Application submitted

Approved, subject to funding

Grant awarded

Grant accepted

**Other:**

Funding proposed

Funding committed

<sup>1</sup> Potential = potential source of funding,  
but not yet secured

<sup>2</sup> In-hand = funding secured

# CITY OF LAKE WALES

## Five Year Capital Improvement Plan

### FY 2016/17 - FY 2020/21

**Department:** Public Works - Airport

**Fund:** 404 Airport

**Project/Item:** Airport Apron Construction (FBO)

**Function:** 540 Transportation

**Funding Source:** City, State, Federal

**Asset Type:** 663 Improvements  
Other Than Buildings

**Cost Schedule:**

Year	City	County	State	Federal	Other	Total
16/17						0
17/18						
18/19						0
19/20	22,000		22,000	396,000		440,000
20/21						0
<b>TOTAL</b>	<b>22,000</b>	<b>0</b>	<b>22,000</b>	<b>396,000</b>	<b>0</b>	<b>440,000</b>

**Description:**

To better facilitate aircraft movements and provide appropriate non-movement apron areas for the storage of aircraft, the FBO apron is recommended to be expanded to adjoin the newly constructed Taxiway Bravo as well as the future apron and taxiway extension associated with the East Aircraft Apron such that contiguous movement from both apron areas is provided for.

**Source of Funding**

potential<sup>1</sup>  in-hand<sup>2</sup>

**Operating Revenues**

**Tax Increment Revenues**

**Impact Fees**

**Bond/Loan Proceeds**

**Grant**

**Agency: FDOT**

Application proposed

Application submitted

Approved, subject to funding

Grant awarded

Grant accepted

**Other:**

Funding proposed

Funding committed

<sup>1</sup> Potential = potential source of funding,  
but not yet secured

<sup>2</sup> In-hand = funding secured

**CITY OF LAKE WALES  
Five Year Capital Improvement Plan  
FY 2016/17 - FY 2020/21**

**Department:** Public Works - Airport

**Fund:** 404 Airport

**Project/Item:** Parking - Airport - Automobile

**Function:** 540 Transportation

**Funding Source:** City, State

**Asset Type:** 663 Improvements  
Other Than Buildings

**Cost Schedule:**

Year	City	County	State	Federal	Other	Total
16/17						0
17/18	28,800		115,200			144,000
18/19						0
19/20						0
20/21						0
<b>TOTAL</b>	<b>28,800</b>	<b>0</b>	<b>115,200</b>	<b>0</b>	<b>0</b>	<b>144,000</b>

**Description:**

During the process of developing the master plan for the Lake Wales Municipal Airport, concerns were raised about the lack of parking facilities near the conventional and T-hangar facilities just east of the runway 17 end. As such, a parking area should be developed to support these facilities in the near future.

**Source of Funding**

potential<sup>1</sup>  in-hand<sup>2</sup>

**Operating Revenues**

**Tax Increment Revenues**

**Impact Fees**

**Bond/Loan Proceeds**

**Grant**

**Agency: FDOT, FAA**

Application proposed

Application submitted

Approved, subject to funding

Grant awarded

Grant accepted

**Other:**

Funding proposed

Funding committed

<sup>1</sup> Potential = potential source of funding,  
but not yet secured

<sup>2</sup> In-hand = funding secured

**CITY OF LAKE WALES**  
**Five Year Capital Improvement Plan**  
**FY 2016/17 - FY 2020/21**

**Department:** Public Works - Airport

**Fund:** 404 Airport

**Project/Item:** Landside Access & Parking

**Function:** 540 Transportation

**Funding Source:** City, State

**Asset Type:** 663 Improvements  
Other Than Buildings

**Cost Schedule:**

Year	City	County	State	Federal	Other	Total
16/17						0
17/18	109,200		436,800			546,000
18/19						0
19/20						0
20/21						0
<b>TOTAL</b>	<b>109,200</b>	<b>0</b>	<b>436,800</b>	<b>0</b>	<b>0</b>	<b>546,000</b>

**Description:**

Currently, there is no access to or parking for the expansive east aircraft apron. As such, its overall utility is affected. Development of access roadway and parking facilities will add value to this apron and encourage its use.

**Source of Funding**

potential<sup>1</sup>  in-hand<sup>2</sup>

**Operating Revenues**

**Tax Increment Revenues**

**Impact Fees**

**Bond/Loan Proceeds**

**Grant**

**Agency: FDOT, FAA**

Application proposed

Application submitted

Approved, subject to funding

Grant awarded

Grant accepted

**Other:**

Funding proposed

Funding committed

<sup>1</sup> Potential = potential source of funding,  
but not yet secured

<sup>2</sup> In-hand = funding secured

**CITY OF LAKE WALES**  
**Five Year Capital Improvement Plan**  
**FY 2016/17 - FY 2020/21**

**Department:** Public Works - Airport

**Fund:** 404 Airport

**Project/Item:** Airport Extension and Improvements

**Function:** 540 Transportation

**Funding Source:** City, State, Federal

**Asset Type:** 665 Improvements Other Than Building

**Cost Schedule:**

Year	City	County	State	Federal	Other	Total
16/17	686,098		2,344,764	1,232,767		4,263,629
17/18						0
18/19						0
19/20						0
20/21						0
<b>TOTAL</b>	<b>686,098</b>	<b>0</b>	<b>2,344,764</b>	<b>1,232,767</b>	<b>0</b>	<b>4,263,629</b>

**Description:**

As a means to better support operations by the growing number of large and complex aircraft being experienced, a runway extension of at least 1,401 feet is highly recommended in the short-term development period. Furthermore, strengthening of the runway should also occur to bring its operational strength index to near 50,000 single wheel load. Additionally, this project would include an in-kind extension of taxiway A, the extension of LED medium intensity runway lights, the remarking of runway 6/24 to include a displaced threshold at the runway 24 end, and distance remaining signs along the runway shoulders. 15/16: Rehabilitate runway 6/24; Update the environmental assessment. 16/17: Extend 06/24; 17/18: Rehabilitate taxiway alpha east.

**Source of Funding**

potential<sup>1</sup>  in-hand<sup>2</sup>

**Operating Revenues**

**Tax Increment Revenues**

**Impact Fees**

**Bond/Loan Proceeds**

**Grant**

**Agency: FDOT, FAA**

Application proposed

Application submitted

Approved, subject to funding

Grant awarded

Grant accepted

**Other:**

Funding proposed

Funding committed

<sup>1</sup> Potential = potential source of funding, but not yet secured

<sup>2</sup> In-hand = funding secured

**CITY OF LAKE WALES**  
**Five Year Capital Improvement Plan**  
**FY 2016/17 - FY 2020/21**

**Department:** Public Works - Airport

**Fund:** 404 Airport

**Project/Item:** Precision Approach to Runway 6

**Function:** 540 Transportation

**Funding Source:** City, State, Federal

**Asset Type:** 663 Improvements  
Other Than Buildings

**Cost Schedule:**

Year	City	County	State	Federal	Other	Total
16/17						0
17/18						0
18/19						0
19/20	7,150		7,150	128,700		143,000
20/21						0
<b>TOTAL</b>	<b>7,150</b>	<b>0</b>	<b>7,150</b>	<b>128,700</b>	<b>0</b>	<b>143,000</b>

**Description:**

A precision approach to runway 6 is recommended to be developed within the mid-term of the planning period. Such and improvement would better support operations by aircraft in inclement weather as well as make airfield more attractive to general aviation and business aircraft alike. By utilizing GPS technologies to develop approach procedures and ground based lighting aids to heighten visual recognition of the airfield, low weather minimums are an achievable goal.

**Source of Funding**

potential<sup>1</sup>  in-hand<sup>2</sup>

**Operating Revenues**

**Tax Increment Revenues**

**Impact Fees**

**Bond/Loan Proceeds**

**Grant**

**Agency: FDOT, FAA**

Application proposed

Application submitted

Approved, subject to funding

Grant awarded

Grant accepted

**Other:**

Funding proposed

Funding committed

<sup>1</sup> Potential = potential source of funding,  
but not yet secured

<sup>2</sup> In-hand = funding secured

**CITY OF LAKE WALES  
Five Year Capital Improvement Plan  
FY 2016/17 - FY 2020/21**

**Department:** Public Works - Airport

**Fund:** 404 Airport

**Project/Item:** Vehicle - Airport Fuel Truck

**Function:** 540 Transportation

**Funding Source:** City

**Asset Type:** 664 Equipment

**Cost Schedule:**

Year	City	County	State	Federal	Other	Total
16/17						0
17/18	120,000					120,000
18/19						0
19/20						0
20/21						0
<b>TOTAL</b>	<b>120,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>120,000</b>

**Description:**

Replacement of aging gas truck used at Lake Wales Airport. The new fuel truck will be under the ownership of the City of Lake Wales. Possible lease purchase.

**Source of Funding**

potential<sup>1</sup>  in-hand<sup>2</sup>

**Operating Revenues**

**Tax Increment Revenues**

**Impact Fees**

**Bond/Loan Proceeds**

**Grant**

**Agency: FDOT**

Application proposed

Application submitted

Approved, subject to funding

Grant awarded

Grant accepted

**Other:**

Funding proposed

Funding committed

<sup>1</sup> Potential = potential source of funding, but not yet secured

<sup>2</sup> In-hand = funding secured

**CITY OF LAKE WALES**  
**Five Year Capital Improvement Plan**  
**FY 2016/17 - FY 2020/21**

**Department:** Public Works - Airport

**Fund:** 404 Airport

**Project/Item:** Vehicle

**Function:** 540 Transportation

**Funding Source:** City

**Asset Type:** 665 Other

**Cost Schedule:**

Year	City	County	State	Federal	Other	Total
16/17	19,000					19,000
17/18						0
18/19						0
19/20						0
20/21						0
<b>TOTAL</b>	<b>19,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>19,000</b>

**Description:**

A courtesy vehicle is needed for airport pilots and guest as well as the airport manager. This vehicle will be leased for 60 months at \$330 per month. \$2970 will cover the lease payments for 9 months.

**Source of Funding**

potential<sup>1</sup>  in-hand<sup>2</sup>

**Operating Revenues**

**Tax Increment Revenues**

**Impact Fees**

**Bond/Loan Proceeds**

**Grant**

**Agency: FDOT, FAA**

Application proposed

Application submitted

Approved, subject to funding

Grant awarded

Grant accepted

**Other:**

Funding proposed

Funding committed

<sup>1</sup> Potential = potential source of funding,  
but not yet secured

<sup>2</sup> In-hand = funding secured

**CITY OF LAKE WALES**  
**Five Year Capital Improvement Plan**  
**FY 2016/17 - FY 2020/21**

**Department:** Public Works - Airport

**Fund:** 404 Airport

**Project/Item:** Utility vehicle

**Function:** 540 Transportation

**Funding Source:** City

**Asset Type:** 665 Other

**Cost Schedule:**

Year	City	County	State	Federal	Other	Total
16/17	12,000					12,000
17/18						0
18/19						0
19/20						0
20/21						0
<b>TOTAL</b>	<b>12,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>12,000</b>

**Description:**

Utility vehicle (gator) for airport personnel

**Source of Funding**

potential<sup>1</sup>  in-hand<sup>2</sup>

- Operating Revenues**
- Tax Increment Revenues**
- Impact Fees**
- Bond/Loan Proceeds**
- Grant**

**Agency:** FDOT, FAA

- Application proposed
- Application submitted
- Approved, subject to funding
- Grant awarded
- Grant accepted
- Other:**
  - Funding proposed
  - Funding committed

<sup>1</sup> Potential = potential source of funding, but not yet secured  
<sup>2</sup> In-hand = funding secured

**CITY OF LAKE WALES**  
**Five Year Capital Improvement Plan**  
**FY 2016/17 - FY 2020/21**

**Department:** Public Works - Airport

**Fund:** 404 Airport

**Project/Item:** Mower

**Function:** 540 Transportation

**Funding Source:** City

**Asset Type:** 665 Other

**Cost Schedule:**

Year	City	County	State	Federal	Other	Total
16/17	20,000					20,000
17/18						0
18/19						0
19/20						0
20/21						0
<b>TOTAL</b>	<b>20,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>20,000</b>

**Description:**

Mower

**Source of Funding**

potential<sup>1</sup>  in-hand<sup>2</sup>

**Operating Revenues**

**Tax Increment Revenues**

**Impact Fees**

**Bond/Loan Proceeds**

**Grant**

**Agency: FDOT, FAA**

Application proposed

Application submitted

Approved, subject to funding

Grant awarded

Grant accepted

**Other:**

Funding proposed

Funding committed

<sup>1</sup> Potential = potential source of funding,  
but not yet secured

<sup>2</sup> In-hand = funding secured

**CITY OF LAKE WALES**  
**Five Year Capital Improvement Plan**  
**FY 2016/17 - FY 2020/21**

**Department:** Public Works - Airport

**Fund:** 404 Airport

**Project/Item:** Diesel fuel tank

**Function:** 540 Transportation

**Funding Source:** City

**Asset Type:** 665 Other

**Cost Schedule:**

Year	City	County	State	Federal	Other	Total
16/17	2,000					2,000
17/18						0
18/19						0
19/20						0
20/21						0
<b>TOTAL</b>	<b>2,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>2,000</b>

**Description:**

Diesel fuel tank

**Source of Funding**

potential<sup>1</sup>  in-hand<sup>2</sup>

**Operating Revenues**

**Tax Increment Revenues**

**Impact Fees**

**Bond/Loan Proceeds**

**Grant**

**Agency: FDOT, FAA**

Application proposed

Application submitted

Approved, subject to funding

Grant awarded

Grant accepted

**Other:**

Funding proposed

Funding committed

<sup>1</sup> Potential = potential source of funding,  
but not yet secured

<sup>2</sup> In-hand = funding secured

**CITY OF LAKE WALES**  
**Five Year Capital Improvement Plan**  
**FY 2016/17 - FY 2020/21**

**Department:** Public Works - Airport

**Fund:** 404 Airport

**Project/Item:** Radio

**Function:** 540 Transportation

**Funding Source:** City

**Asset Type:** 665 Other

**Cost Schedule:**

Year	City	County	State	Federal	Other	Total
16/17	5,000					5,000
17/18						0
18/19						0
19/20						0
20/21						0
<b>TOTAL</b>	<b>5,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>5,000</b>

**Description:**

Radio system to communicate with aircraft. This will provide ground to air communications.

**Source of Funding**

potential<sup>1</sup>  in-hand<sup>2</sup>

**Operating Revenues**

**Tax Increment Revenues**

**Impact Fees**

**Bond/Loan Proceeds**

**Grant**

**Agency: FDOT, FAA**

Application proposed

Application submitted

Approved, subject to funding

Grant awarded

Grant accepted

**Other:**

Funding proposed

Funding committed

<sup>1</sup> Potential = potential source of funding,  
but not yet secured

<sup>2</sup> In-hand = funding secured

**CITY OF LAKE WALES**  
**Five Year Capital Improvement Plan**  
**FY 2016/17 - FY 2020/21**

**Department:** Public Works - Airport

**Fund:** 404 Airport

**Project/Item:** Telephone

**Function:** 540 Transportation

**Funding Source:** City

**Asset Type:** 665 Other

**Cost Schedule:**

Year	City	County	State	Federal	Other	Total
16/17	12,000					12,000
17/18						0
18/19						0
19/20						0
20/21						0
<b>TOTAL</b>	<b>12,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>12,000</b>

**Description:**

Telephone system

**Source of Funding**

potential<sup>1</sup>  in-hand<sup>2</sup>

**Operating Revenues**

**Tax Increment Revenues**

**Impact Fees**

**Bond/Loan Proceeds**

**Grant**

**Agency: FDOT, FAA**

Application proposed

Application submitted

Approved, subject to funding

Grant awarded

Grant accepted

**Other:**

Funding proposed

Funding committed

<sup>1</sup> Potential = potential source of funding,  
but not yet secured

<sup>2</sup> In-hand = funding secured

**CITY OF LAKE WALES**  
**Five Year Capital Improvement Plan**  
**FY 2016/17 - FY 2020/21**

**Department:** Public Works - Airport

**Fund:** 404 Airport

**Project/Item:** Master Plan - Airport

**Function:** 540 Transportation

**Funding Source:** City, State, Federal

**Asset Type:** 665 Other

**Cost Schedule:**

Year	City	County	State	Federal	Other	Total
16/17						0
17/18						0
18/19						0
19/20	2,841		2,841	127,718		133,400
20/21						0
<b>TOTAL</b>	<b>2,841</b>	<b>0</b>	<b>2,841</b>	<b>127,718</b>	<b>0</b>	<b>133,400</b>

**Description:**

Update of Airport Master Plan. This project must be completed in order to qualify for airport capital funding assistance from FAA and FDOT.

**Source of Funding**

potential<sup>1</sup>  in-hand<sup>2</sup>

**Operating Revenues**

**Tax Increment Revenues**

**Impact Fees**

**Bond/Loan Proceeds**

**Grant**

**Agency: FDOT, FAA**

Application proposed

Application submitted

Approved, subject to funding

Grant awarded

Grant accepted

**Other:**

Funding proposed

Funding committed

<sup>1</sup> Potential = potential source of funding, but not yet secured

<sup>2</sup> In-hand = funding secured

## **Public Works/Cemetery**

**5 Year Capital Improvement Plan FY 2016/17 - 2020/21**

**Department: Public Works/Public Services: Cemetery Division**

**Type: Improvements**  
**Function: 530 Physical Environment**

Description	Dept.	Function Code	Asset Type	Impact Fee Elig.	Grant/Financing	Funding Sources					Fiscal Year					5-YEAR TOTAL	
						City	County	State	Federal	Other	TOTAL	16/17	17/18	18/19	19/20		20/21
1 Road Improvements - Lake Wales Cemetery	Cemetery	530	I			180,000					180,000		180,000				180,000
SUBTOTAL IMPROVEMENTS						180,000					180,000		180,000				180,000

**Type: Buildings**  
**Function: 530 Physical Environment**

Description	Dept.	Function Code	Asset Type	Impact Fee Elig.	Grant/Financing	Funding Sources					Fiscal Year					5-YEAR TOTAL	
						City	County	State	Federal	Other	TOTAL	16/17	17/18	18/19	19/20		20/21
2 Mausoleum Roof Replacement	Cemetery	530	B			3,215					3,215		3,215				3,215
SUBTOTAL BUILDINGS						3,215					3,215		3,215				3,215

**Type: Equipment**  
**Function: 530 Physical Environment**

Description	Dept.	Function Code	Asset Type	Impact Fee Elig.	Grant/Financing	Funding Sources					Fiscal Year					5-YEAR TOTAL	
						City	County	State	Federal	Other	TOTAL	16/17	17/18	18/19	19/20		20/21
3 Mowers - Cemetery	Cemetery	530	E			25,000					25,000	12,500	12,500				25,000
4 Utility Trailer	Cemetery	530	E			3,000					3,000	3,000					3,000
5 Utility Vehicles	Cemetery	530	E			18,000					18,000		18,000				18,000
6 Vehicle - Passenger Van	Cemetery	530	E			26,000					26,000	26,000					26,000
SUBTOTAL EQUIPMENT						72,000					72,000	41,500	30,500				72,000

<b>TOTAL DEPARTMENT</b>						255,215					255,215	41,500	213,715				255,215
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**CITY OF LAKE WALES  
Five Year Capital Improvement Plan  
FY 2016/17 - FY 2020/21**

**Department:** Public Works - Cemetery Div

**Fund:** 001 General Fund

**Project/Item:** Road Improvements - Lake Wales Cemetery

**Function:** 530 Physical Environment

**Funding Source:** City

**Asset Type:** 663 Improvements  
Other Than Buildings

**Cost Schedule:**

Year	City	County	State	Federal	Other	Total
16/17						0
17/18	180,000					180,000
18/19						0
19/20						0
20/21						0
<b>TOTAL</b>	<b>180,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>180,000</b>

**Description:**

Reconstruction of roadways in Lake Wales Cemetery \$180,000.

**Source of Funding**

potential<sup>1</sup>  in-hand<sup>2</sup>

**Operating Revenues**

**Tax Increment Revenues**

**Impact Fees**

**Financed/Leased**

**Grant**

**Agency:**

- Application proposed
- Application submitted
- Approved, subject to funding
- Grant awarded
- Grant accepted

**Other:**

- Funding proposed
- Funding committed

<sup>1</sup> Potential = potential source of funding, but not yet secured

<sup>2</sup> In-hand = funding secured

**CITY OF LAKE WALES**  
**Five Year Capital Improvement Plan**  
**FY 2016/17 - FY 2020/21**

**Department:** Public Works - Cemetery Div

**Fund:** 001 General Fund

**Project/Item:** Mausoleum Roof Replacement

**Function:** 530 Physical Environment

**Funding Source:** City

**Asset Type:** 662 Buildings

**Cost Schedule:**

Year	City	County	State	Federal	Other	Total
16/17						0
17/18	3,215					3,215
18/19						0
19/20						0
20/21						0
<b>TOTAL</b>	<b>3,215</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>3,215</b>

**Description:**

Replacement of roof on mausoleum at Lake Wales Cemetery. Mausoleum was constructed in late 1980's; roof needs replacing.

**Source of Funding**

potential<sup>1</sup>  in-hand<sup>2</sup>

**Operating Revenues**

**Tax Increment Revenues**

**Impact Fees**

**Financed/Leased**

**Grant**

**Agency:**

- Application proposed
- Application submitted
- Approved, subject to funding
- Grant awarded
- Grant accepted

**Other:**

- Funding proposed
- Funding committed

<sup>1</sup> Potential = potential source of funding, but not yet secured

<sup>2</sup> In-hand = funding secured

# CITY OF LAKE WALES

## Five Year Capital Improvement Plan

### FY 2016/17 - FY 2020/21

**Department:** Public Works - Cemetery Div

**Fund:** 001 General Fund

**Project/Item:** Mowers - Cemetery

**Function:** 530 Physical Environment

**Funding Source:** City

**Asset Type:** 664 Equipment

**Cost Schedule:**

Year	City	County	State	Federal	Other	Total
16/17	12,500					12,500
17/18	12,500					12,500
18/19						0
19/20						0
20/21						0
<b>TOTAL</b>	<b>25,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>25,000</b>

**Description:**

Replace existing mowers with new units. The existing mowers are 2006 and 2007 models and the City has established a 5 year life cycle on lawn mowers. The maintenance history, along with the maintenance and operating costs for each mower will be evaluated prior to replacement to ensure replacement is actually necessary in each of the designated fiscal years.

**Source of Funding**

potential<sup>1</sup>  in-hand<sup>2</sup>

**Operating Revenues**

**Tax Increment Revenues**

**Impact Fees**

**Financed/Leased**

**Grant**

**Agency:**

- Application proposed
- Application submitted
- Approved, subject to funding
- Grant awarded
- Grant accepted

**Other:**

- Funding proposed
- Funding committed

<sup>1</sup> Potential = potential source of funding, but not yet secured

<sup>2</sup> In-hand = funding secured

**CITY OF LAKE WALES**  
**Five Year Capital Improvement Plan**  
**FY 2016/17 - FY 2020/21**

**Department:** Public Works - Cemetery Div

**Fund:** 001 General Fund

**Project/Item:** Utility Trailer

**Function:** 530 Physical Environment

**Funding Source:** City

**Asset Type:** 664 Equipment

**Cost Schedule:**

Year	City	County	State	Federal	Other	Total
16/17	3,000					3,000
17/18						0
18/19						0
19/20						0
20/21						0
<b>TOTAL</b>	<b>3,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>3,000</b>

**Description:**

6x10 Utility equipment trailer.

**Source of Funding**

potential<sup>1</sup>  in-hand <sup>2</sup>

**Operating Revenues**

**Tax Increment Revenues**

**Impact Fees**

**Financed/Leased**

**Grant**

**Agency:**

- Application proposed
- Application submitted
- Approved, subject to funding
- Grant awarded
- Grant accepted

**Other:**

- Funding proposed
- Funding committed

<sup>1</sup> Potential = potential source of funding,

but not yet secured

<sup>2</sup> In-hand = funding secured

**CITY OF LAKE WALES**  
**Five Year Capital Improvement Plan**  
**FY 2016/17 - FY 2020/21**

**Department:** Public Works - Cemetery Div

**Fund:** 001 General Fund

**Project/Item:** Utility Vehicles

**Function:** 530 Physical Environment

**Funding Source:** City

**Asset Type:** 664 Equipment

**Cost Schedule:**

Year	City	County	State	Federal	Other	Total
16/17						0
17/18	18,000					18,000
18/19						0
19/20						0
20/21						0
<b>TOTAL</b>	<b>18,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>18,000</b>

**Description:**

Two John Deere HPX Gas Green & yellow (model year 2015), estimated \$9000 per vehicle. They will be used at the cemeteries for staff to move throughout the cemetery for locates, issue violations and escort people that want to purchase lots or have limited mobility to get to the grave sites.

**Source of Funding**

potential1  in-hand 2

**Operating Revenues**

**Tax Increment Revenues**

**Impact Fees**

**Financed/Leased**

**Grant**

**Agency:**

Application proposed

Application submitted

Approved, subject to funding

Grant awarded

Grant accepted

**Other:**

Funding proposed

Funding committed

1 Potential = potential source of funding,

but not yet secured

2 In-hand = funding secure

# CITY OF LAKE WALES

## Five Year Capital Improvement Plan

### FY 2016/17 - FY 2020/21

**Department:** Public Works - Cemetery Div

**Fund:** 001 General Fund

**Project/Item:** Vehicle - Passenger Van

**Function:** 530 Physical Environment

**Funding Source:**

**Asset Type:** 661 Land  
 662 Building  
 663 Imp. Other Than Buildings  
 664 Equipment

**Cost Schedule:**

Year	City	County	State	Federal	Other	Total
16/17	26,000					26,000
17/18						0
18/19						0
19/20						0
20/21						0
<b>TOTAL</b>	<b>26,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>26,000</b>

**Description:**

This Ford Transit 8 person passenger van will be used to transport city workers and inmates between cemeteries. It is replacing a 1997 Ford Minivan that is well passed it's useful life. The total purchase price is \$26,000. The vehicle will be leaseed at a rate of \$451.00 permonth. \$4059 will cover the lease payments for 9 months.

**Source of Funding**

potential<sup>1</sup>  in-hand<sup>2</sup>

**Operating Revenues**

**Tax Increment Revenues**

**Impact Fees**

**Financed/Leased**

**Grant**

**Agency:**

- Application proposed
- Application submitted
- Approved, subject to funding
- Grant awarded
- Grant accepted

**Other:**

- Funding proposed
- Funding committed

<sup>1</sup> Potential = potential source of funding, but not yet secured

<sup>2</sup> In-hand = funding secured

# **Public Works/Parks & Recreation**

5 Year Capital Improvement Plan FY 2016/17 - 2020/21

Department: Public Works/Public Services: Parks & Recreation

Type: Improvements Other than Buildings

Function: 570 Culture & Recreation

Description	Dept.	Function Code	Asset Type	Impact Fee Elig.	Grant/Financing	Funding Sources					Fiscal Year					5-YEAR TOTAL	
						City	County	State	Federal	Other	TOTAL	16/17	17/18	18/19	19/20		20/21
1 NW Complex Improvements	Pk&Rec.	570	I			553,000					553,000	40,000	162,000	351,000			553,000
2 Gazebo - Lake Wailes Park	Pk&Rec.	570	I	Yes		50,000					50,000		50,000				50,000
3 Boat Ramp Rehab. and Parking	Pk&Rec.	570	I	Yes	Yes	15,000		100,000			115,000		115,000				115,000
4 Park Improvements - Kiwanis Park	Pk&Rec.	570	I	Yes	Yes	35,000		250,000			285,000		35,000	250,000			285,000
5 Park Improvements - Lake Wailes Park	Pk&Rec.	570	I	Yes	Yes			350,000			350,000		200,000	150,000			350,000
6 Fencing - Mobley Park	Pk&Rec.	570	I			20,000					20,000	20,000					20,000
7 Spook Hill/Parks Signage	Pk&Rec.	570	I			20,000					20,000	20,000					20,000
8 Fencing - Lincoln Ave	Pk&Rec.	570	I			17,000					17,000		17,000				17,000
9 Soccer Complex - Improv.	Pk&Rec.	570	I	Yes	Yes	1,228,345					1,228,345	75,000	1,153,345				1,228,345
10 Lake Wales Pier Rehab.	Pk&Rec.	570	I			50,000					50,000		50,000				50,000
11 Entryway Signage	Pk&Rec.	570	I			32,000					32,000	32,000					32,000
12 Playground Equipment - Crystal Lake	Pk&Rec.	570	I			5,000					5,000	5,000					5,000
<b>SUBTOTAL IMPROVEMENTS</b>						2,025,345		700,000			2,725,345	192,000	1,782,345	751,000			2,725,345

Type: Buildings

Function: 570 Culture & Recreation

Description	Dept.	Function Code	Asset Type	Impact Fee Elig.	Grant/Financing	Funding Sources					Fiscal Year					5-YEAR TOTAL	
						City	County	State	Federal	Other	TOTAL	16/17	17/18	18/19	19/20		20/21
13 Hardman Complex - Kirkland Gymnasium	Pk&Rec.	570	B			100,000					100,000	35,000	65,000				100,000
14 Pram Fleet Building and Parking	Pk&Rec.	570	I	Yes		102,800					102,800		52,800	50,000			102,800
15 Depot Duplex	Pk&Rec.	570	B			25,000					25,000	25,000					25,000
16 Public Works Building	Pk&Rec.	570	B			780,050					780,050		780,050				780,050
17 Containment Structure	Pk&Rec.	570	B			50,000					50,000		50,000				50,000
<b>SUBTOTAL BUILDINGS</b>						1,057,850					1,057,850	60,000	947,850	50,000			1,057,850

Type: Equipment

Function: 570 Culture & Recreation

Description	Dept.	Function Code	Asset Type	Impact Fee Elig.	Grant/Financing	Funding Sources					Fiscal Year					5-YEAR TOTAL	
						City	County	State	Federal	Other	TOTAL	16/17	17/18	18/19	19/20		20/21
18 Mowers - Parks Division	Pk&Rec.	570	E			57,300					57,300	38,200	19,100				57,300
19 Tractors - Parks Division	Pk&Rec.	570	E			118,000					118,000		73,000	45,000			118,000
20 Vehicles - Parks Division	Pk&Rec.	570	E		Yes	25,000					25,000	25,000					25,000
21 Play Equipment - Walker Park	Pk&Rec.	570	E			28,000					28,000		28,000				28,000
22 Drinking Fountains	Pk&Rec.	570	E			12,500					12,500	12,500					12,500
23 Utility Trailer	Pk&Rec.	570	E			6,000					6,000	3,000	3,000				6,000
<b>SUBTOTAL EQUIPMENT</b>						246,800					246,800	78,700	123,100	45,000			246,800

<b>TOTAL DEPARTMENT</b>						3,329,995		700,000			4,029,995	330,700	2,853,295	846,000			4,029,995
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**CITY OF LAKE WALES**  
**Five Year Capital Improvement Plan**  
**FY 2016/17 - FY 2020/21**

**Department:** Public Works - Parks & Recreation Div

**Fund:** 330 Capital Projects

**Project/Item:** NW Complex Improvements

**Function:** 570 Culture & Recreation

**Funding Source:** City

**Asset Type:** 663 Imp. Other Than Buildings

**Cost Schedule:**

Year	City	County	State	Federal	Other	Total
16/17	40,000					40,000
17/18	162,000					162,000
18/19	351,000					351,000
19/20						0
20/21						0
<b>TOTAL</b>	<b>553,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>553,000</b>

FY:16/17:Lighting installation on Basketball courts (\$46,500), Dugout replacements (\$40,000) and Basketball court resurfacing (\$40,000). The field, tennis, and basketball court lighting has been severely damaged for a number of years and is only partially functioning. A portion of the lights are actually missing and need to be re-installed. The existing dugouts at the NW complex are in disrepair and should be replaced with modern low maintenance dugouts. The foundations of the dugouts have shifted substantially over the years, causing the block walls to severely fracture. These block dugouts need to be removed, new foundations poured, and modern chain-link style dugouts should be installed. The basketball court has many fractures and the lines are in need of painting. A simple overlay and new paint is all that is required to rehab the court. The lighting will be phased in beginning with the basketball court, then the tennis courts, then the

**Source of Funding**

potential<sup>1</sup>  in-hand<sup>2</sup>

**Operating Revenues**

**Tax Increment Revenues**

**Impact Fees**

**Bond/Loan Proceeds**

**Grant**

**Agency:**

Application proposed

Application subm 17.92%

Approved, subject to funding

Grant awarded

Grant accepted

**Other: Proceeds from sale of land**

Funding proposed

Funding committed

<sup>1</sup> Potential = potential source of funding, but not yet secured

<sup>2</sup> In-hand = funding secured

**CITY OF LAKE WALES**  
**Five Year Capital Improvement Plan**  
**FY 2016/17 - FY 2020/21**

**Department:** Public Works - Parks & Recreation Div

**Fund:** 001 General Fund

**Project/Item:** Gazebo - Lake Wailes Park

**Function:** 570 Culture & Recreation

**Funding Source:** City

**Asset Type:** 663 Imp. Other Than Buildings

**Cost Schedule:**

Year	City	County	State	Federal	Other	Total
16/17						0
17/18	50,000					50,000
18/19						0
19/20						0
20/21						0
<b>TOTAL</b>	<b>50,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>50,000</b>

Construction of Large Gazebo/Pavilion in Lake Wailes Park contingent upon the location designation of a Lake Wailes Park Master Plan. Currently, only one small covered picnic shelter exists within the park. The addition of a larger shelter would provide an additional shade structure for residents visiting the park and could also be used as an entertainment facility during special events or rentals.

**Source of Funding**

potential<sup>1</sup>  in-hand<sup>2</sup>

**Operating Revenues**

**Tax Increment Revenues**

**Impact Fees**

**Bond/Loan Proceeds**

**Grant**

**Agency:**

Application proposed

Application subm 17.92%

Approved, subject to funding

Grant awarded

Grant accepted

**Other: Proceeds from sale of land**

Funding proposed

Funding committed

<sup>1</sup> Potential = potential source of funding, but not yet secured

<sup>2</sup> In-hand = funding secured

**CITY OF LAKE WALES**  
**Five Year Capital Improvement Plan**  
**FY 2016/17 - FY 2020/21**

**Department:** Public Works - Parks & Recreation Div

**Fund:** 330 Capital Projects

**Project/Item:** Boat Ramp Rehab. and Parking

**Function:** 570 Culture & Recreation

**Funding Source:** State

**Asset Type:** 663 Imp. Other Than Buildings

**Cost Schedule:**

Year	City	County	State	Federal	Other	Total
16/17						0
17/18	15,000		100,000			115,000
18/19						0
19/20						0
20/21						0
<b>TOTAL</b>	<b>15,000</b>	<b>0</b>	<b>100,000</b>	<b>0</b>	<b>0</b>	<b>115,000</b>

FY1617: rehab of boat ramp (\$15000) FY1718: Additional parking is needed to accommodate increased usage of the boat ramp and pier. The project will also include fencing and other barriers to protect adjacent park areas and trees. Interpretive displays about the lake wildlife and habitat may be included. Grants, volunteer efforts and local funds are proposed. (\$100,000)

**Source of Funding**

potential<sup>1</sup>  in-hand<sup>2</sup>

**Operating Revenues**

**Tax Increment Revenues**

**Impact Fees**

**Bond/Loan Proceeds**

**Grant**

**Agency: FRDAP**

Application proposed

Application subm 17.92%

Approved, subject to funding

Grant awarded

Grant accepted

**Other: Volunteer Efforts**

Funding proposed

Funding committed

<sup>1</sup> Potential = potential source of funding, but not yet secured

<sup>2</sup> In-hand = funding secured

**CITY OF LAKE WALES**  
**Five Year Capital Improvement Plan**  
**FY 2016/17 - FY 2020/21**

**Department:** Public Works - Parks & Recreation Div

**Fund:** 330 Capital Projects

**Project/Item:** Park Improvements - Kiwanis Park

**Function:** 570 Culture & Recreation

**Funding Source:** City, State

**Asset Type:** 663 Imp. Other Than Buildings

**Cost Schedule:**

Year	City	County	State	Federal	Other	Total
16/17						0
17/18	35,000					35,000
18/19			250,000			250,000
19/20						0
20/21						0
<b>TOTAL</b>	<b>35,000</b>	<b>0</b>	<b>250,000</b>	<b>0</b>	<b>0</b>	<b>285,000</b>

2016/17: Repairs to the restroom facility. 2018/19: Expansion/reconfiguration of parking areas north and south of Lake Shore Blvd.; reconfiguration of Little League practice fields; addition of gates on restrooms; addition of shade trees and parking lot landscaping. Tree replacement fund money in the amount of \$8,000 has been approved for trees. Pedestrian and bike connections are proposed; sidewalk replacement funds may be used for construction. Project is in line for a FRDAP grant, should the state program be funded. No local match is required.

**Source of Funding**

potential<sup>1</sup>  in-hand<sup>2</sup>

**Operating Revenues**

**Tax Increment Revenues**

**Impact Fees**

**Bond/Loan Proceeds**

**Grant**

**Agency: FRDAP**

Application proposed

Application subm 17.92%

Approved, subject to funding

Grant awarded

Grant accepted

**Other:**

Funding proposed

Funding committed

<sup>1</sup> Potential = potential source of funding, but not yet secured

<sup>2</sup> In-hand = funding secured

**CITY OF LAKE WALES**  
**Five Year Capital Improvement Plan**  
**FY 2016/17 - FY 2020/21**

**Department:** Public Works - Parks & Recreation Div

**Fund:** 330 Capital Projects

**Project/Item:** Park Improvements - Lake Wailes Park

**Function:** 570 Culture & Recreation

**Funding Source:** City, State

**Asset Type:** 663 Imp. Other Than Buildings

**Cost Schedule:**

Year	City	County	State	Federal	Other	Total
16/17	0		0			0
17/18			200,000			200,000
18/19			150,000			150,000
19/20						0
20/21						0
<b>TOTAL</b>	<b>0</b>	<b>0</b>	<b>350,000</b>	<b>0</b>	<b>0</b>	<b>350,000</b>

FY15-16: Electrical upgrades for special event areas. Improvements to the "festival area" of Lake Wailes Park, the area near the fishing pier and basketball court, where special events take place several times a year. The project will define parking and event areas; provide barriers and plantings to protect trees; and improve facilities for events. FY15-16: Additional exercise stations are needed around the bike path. Restrooms and a bandstand or small pavilion for performances may be included. Grants, volunteer efforts, and impact fees may be

**Source of Funding**

potential<sup>1</sup>  in-hand<sup>2</sup>

**Operating Revenues**

**Tax Increment Revenues**

**Impact Fees**

**Bond/Loan Proceeds**

**Grant**

**Agency: To be determined**

Application proposed

Application submitted

Approved, subject to funding

Grant awarded

Grant accepted

**Other: Volunteer Efforts**

Funding proposed

Funding committed

<sup>1</sup> Potential = potential source of funding, but not yet secured

<sup>2</sup> In-hand = funding secured

**CITY OF LAKE WALES**  
**Five Year Capital Improvement Plan**  
**FY 2016/17 - FY 2020/21**

**Department:** Public Works - Parks & Recreation Div

**Fund:** 001 General Fund

**Project/Item:** Fencing - Mobley Park

**Function:** 570 Culture & Recreation

**Funding Source:** City

**Asset Type:** 663 Imp. Other Than Buildings

**Cost Schedule:**

Year	City	County	State	Federal	Other	Total
16/17	20,000					20,000
17/18						0
18/19						0
19/20						0
20/21						0
<b>TOTAL</b>	<b>20,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>20,000</b>

To complete fencing around Mobley Park \$20,000 to meet playground safety guidelines.

**Source of Funding**

potential<sup>1</sup>  in-hand<sup>2</sup>

**Operating Revenues**

**Tax Increment Revenues**

**Impact Fees**

**Bond/Loan Proceeds**

**Grant**

**Agency:**

Application proposed

Application subm 17.92%

Approved, subject to funding

Grant awarded

Grant accepted

**Other:**

Funding proposed

Funding committed

<sup>1</sup> Potential = potential source of funding, but not yet secured

<sup>2</sup> In-hand = funding secured

**CITY OF LAKE WALES**  
**Five Year Capital Improvement Plan**  
**FY 2016/17 - FY 2020/21**

**Department:** Public Works - Parks & Recreation Div

**Fund:** 001 General Fund

**Project/Item:** Spook Hill/Parks Signage

**Function:** 570 Culture & Recreation

**Funding Source:** City

**Asset Type:** 663 Imp. Other Than Buildings

**Cost Schedule:**

Year	City	County	State	Federal	Other	Total
16/17	20,000					20,000
17/18						0
18/19						0
19/20						0
20/21						0
<b>TOTAL</b>	<b>20,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>20,000</b>

Replacement signage/beautification of spook hill.

**Source of Funding**

potential<sup>1</sup>  in-hand<sup>2</sup>

**Operating Revenues**

**Tax Increment Revenues**

**Impact Fees**

**Bond/Loan Proceeds**

**Grant**

**Agency:**

Application proposed

Application subm 17.92%

Approved, subject to funding

Grant awarded

Grant accepted

**Other:**

Funding proposed

Funding committed

<sup>1</sup> Potential = potential source of funding, but not yet secured

<sup>2</sup> In-hand = funding secured

**CITY OF LAKE WALES**  
**Five Year Capital Improvement Plan**  
**FY 2016/17 - FY 2020/21**

**Department:** Public Works - Parks & Recreation Div

**Fund:** 001 General Fund

**Project/Item:** Fencing - Lincoln Ave

**Function:** 570 Culture & Recreation

**Funding Source:** City

**Asset Type:** 663 Imp. Other Than Buildings

**Cost Schedule:**

Year	City	County	State	Federal	Other	Total
16/17						0
17/18	17,000					17,000
18/19						0
19/20						0
20/21						0
<b>TOTAL</b>	<b>17,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>17,000</b>

Fencing for Lincoln Avenue Park to meet playground safety guidelines.

**Source of Funding**

potential<sup>1</sup>  in-hand<sup>2</sup>

**Operating Revenues**

**Tax Increment Revenues**

**Impact Fees**

**Bond/Loan Proceeds**

**Grant**

**Agency:**

Application proposed

Application subm 17.92%

Approved, subject to funding

Grant awarded

Grant accepted

**Other:**

Funding proposed

Funding committed

<sup>1</sup> Potential = potential source of funding,  
but not yet secured

<sup>2</sup> In-hand = funding secured

**CITY OF LAKE WALES**  
**Five Year Capital Improvement Plan**  
**FY 2016/17 - FY 2020/21**

**Department:** Public Works - Parks & Recreation Div

**Fund:** 001 General Fund

**Project/Item:** Soccer Complex - Improv.

**Function:** 570 Culture & Recreation

**Funding Source:** City,State

**Asset Type:** 663 Imp. Other Than Buildings

**Cost Schedule:**

Year	City	County	State	Federal	Other	Total
16/17	75,000					75,000
17/18	1,153,345					1,153,345
18/19						0
19/20						0
20/21						0
<b>TOTAL</b>	<b>1,228,345</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1,228,345</b>

Filed Lighting expansion:. Only 37.5% (approximately) of the necessary field lighting was installed when the complex was constructed. As a result, the majority of the complex is not usable after daylight hours. The fields that are currently lit require much more maintenance as they are overused due the availability of the lights. This next phase of light will be strategically installed in the center of the complex in an effort to light as many of the fields as possible, maximizing the dollars spent. This complex facilitates recreation for approximately 600 children annually. Parking Lot and ADA parking installation: 33,000.

**Source of Funding**

potential<sup>1</sup>  in-hand<sup>2</sup>

**Operating Revenues**

**Tax Increment Revenues**

**Impact Fees**

**Bond/Loan Proceeds**

**Grant**

**Agency: FRDAP**

Application proposed

Application submitted

Approved, subject to funding

Grant awarded

Grant accepted

**Other:**

Funding proposed

Funding committed

<sup>1</sup> Potential = potential source of funding, but not yet secured

<sup>2</sup> In-hand = funding secured

**CITY OF LAKE WALES**  
**Five Year Capital Improvement Plan**  
**FY 2016/17 - FY 2020/21**

**Department:** Public Works - Parks & Recreation Div

**Fund:** 001 General Fund

**Project/Item:** Lake Wales Pier Rehab.

**Function:** 570 Culture & Recreation

**Funding Source:** City

**Asset Type:** 663 Imp. Other Than Buildings

**Cost Schedule:**

Year	City	County	State	Federal	Other	Total
16/17						0
17/18	50,000					50,000
18/19						0
19/20						0
20/21						0
<b>TOTAL</b>	<b>50,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>50,000</b>

**Description:**

Lake Wales pier rehabilitation. The pier is aging and much of the wood and hardware needs to be replaced.

**Source of Funding**

potential<sup>1</sup>  in-hand<sup>2</sup>

**Operating Revenues**

**Tax Increment Revenues**

**Impact Fees**

**Bond/Loan Proceeds**

**Grant**

**Agency:**

Application proposed

Application subm 17.92%

Approved, subject to funding

Grant awarded

Grant accepted

**Other:**

Funding proposed

Funding committed

<sup>1</sup> Potential = potential source of funding, but not yet secured

<sup>2</sup> In-hand = funding secured

**CITY OF LAKE WALES**  
**Five Year Capital Improvement Plan**  
**FY 2016/17 - FY 2020/21**

**Department:** Public Works - Parks & Recreation Div

**Fund:** 001 General Fund

**Project/Item:** Entryway Signage

**Function:** 570 Culture & Recreation

**Funding Source:** City

**Asset Type:** 663 Imp. Other Than Buildings

**Cost Schedule:**

Year	City	County	State	Federal	Other	Total
16/17	32,000					32,000
17/18						0
18/19						0
19/20						0
20/21						0
<b>TOTAL</b>	<b>32,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>32,000</b>

**Description:**

Entryway signage at main entryways of the city that is not in the CRA district

**Source of Funding**

potential<sup>1</sup>  in-hand<sup>2</sup>

**Operating Revenues**

**Tax Increment Revenues**

**Impact Fees**

**Bond/Loan Proceeds**

**Grant**

**Agency:**

Application proposed

Application subm 17.92%

Approved, subject to funding

Grant awarded

Grant accepted

**Other:**

Funding proposed

Funding committed

<sup>1</sup> Potential = potential source of funding, but not yet secured

<sup>2</sup> In-hand = funding secured

**CITY OF LAKE WALES**  
**Five Year Capital Improvement Plan**  
**FY 2016/17 - FY 2020/21**

**Department:** Public Works - Parks & Recreation Div

**Fund:** 001 General Fund

**Project/Item:** Playground Equipment - Crystal Lake

**Function:** 570 Culture & Recreation

**Funding Source:** City

**Asset Type:** 663 Imp. Other Than Buildings

**Cost Schedule:**

Year	City	County	State	Federal	Other	Total
16/17	5,000					5,000
17/18						0
18/19						0
19/20						0
20/21						0
<b>TOTAL</b>	<b>5,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>5,000</b>

5-expressions swings \$5,000. This is a combination adult/toddler swing that allows an adult to swing with their toddler.

**Source of Funding**

potential<sup>1</sup>  in-hand<sup>2</sup>

**Operating Revenues**

**Tax Increment Revenues**

**Impact Fees**

**Bond/Loan Proceeds**

**Grant**

**Agency:**

Application proposed

Application subm 17.92%

Approved, subject to funding

Grant awarded

Grant accepted

**Other:**

Funding proposed

Funding committed

<sup>1</sup> Potential = potential source of funding, but not yet secured

<sup>2</sup> In-hand = funding secured

**CITY OF LAKE WALES**  
**Five Year Capital Improvement Plan**  
**FY 2016/17 - FY 2020/21**

**Department:** Public Works - Parks & Recreation Div

**Fund:** 330 Capital Projects

**Project/Item:** Hardman Complex - Kirkland Gymnasium

**Function:** 570 Culture & Recreation

**Funding Source:** City

**Asset Type:** 662 Building

**Cost Schedule:**

Year	City	County	State	Federal	Other	Total
16/17	35,000					35,000
17/18	65,000					65,000
18/19						0
19/20						0
20/21						0
<b>TOTAL</b>	<b>100,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>100,000</b>

FY16/17: resurfacing of the Gym parking lot. FY17/18: Exterior painting

**Source of Funding**

potential<sup>1</sup>  in-hand<sup>2</sup>

**Operating Revenues**

**Tax Increment Revenues**

**Impact Fees**

**Bond/Loan Proceeds**

**Grant**

**Agency: Historic Preservation  
& Cultural Affairs**

Application proposed

Application subm 17.92%

Approved, subject to funding

Grant awarded

Grant accepted

**Other: Private Contributions**

Funding proposed

Funding committed

<sup>1</sup> Potential = potential source of funding,  
but not yet secured

<sup>2</sup> In-hand = funding secured

**CITY OF LAKE WALES**  
**Five Year Capital Improvement Plan**  
**FY 2016/17 - FY 2020/21**

**Department:** Public Works - Parks & Recreation Div

**Fund:** 330 Capital Projects

**Project/Item:** Pram Fleet Building and Parking

**Function:** 570 Culture & Recreation

**Funding Source:** City

**Asset Type:** 663 Imp. Other Than Buildings

**Cost Schedule:**

Year	City	County	State	Federal	Other	Total
16/17						0
17/18	52,800					52,800
18/19	50,000					50,000
19/20						0
20/21						0
<b>TOTAL</b>	<b>102,800</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>102,800</b>

FY17/18: (\$52,800) Replacment of the Pram Fleet Building FY18/19:Creation of unpaved, controlled parking on the south side of Lake Shore Blvd. on each side of the Pram Fleet Building and on the triangle at 7th St and Lake Shore Blvd. The parking will serve athletic events. Designation of entrances and exits, additions of mulch or other pervious surface, fencing and other traffic control devices and crosswalks. Dangerous conditions for pedestrians would be corrected by the project. Private grants, volunteer efforts, and city crew efforts are

**Source of Funding**

potential<sup>1</sup>  in-hand<sup>2</sup>

**Operating Revenues**

**Tax Increment Revenues**

**Impact Fees**

**Bond/Loan Proceeds**

**Grant**

**Agency: To be determined**

Application proposed

Application submitted

Approved, subject to funding

Grant awarded

Grant accepted

**Other: Volunteer Efforts**

Funding proposed

Funding committed

<sup>1</sup> Potential = potential source of funding, but not yet secured

<sup>2</sup> In-hand = funding secured

**CITY OF LAKE WALES**  
**Five Year Capital Improvement Plan**  
**FY 2016/17 - FY 2020/21**

**Department:** Depot Duplex

**Fund:** 001 General Fund

**Project/Item:** Depot Rehab.

**Function:** 570 Culture & Recreation

**Funding Source:** City

**Asset Type:** 663 Imp. Other Than Buildings

**Cost Schedule:**

Year	City	County	State	Federal	Other	Total
16/17	25,000					25,000
17/18						0
18/19						0
19/20						0
20/21						0
<b>TOTAL</b>	<b>25,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>25,000</b>

Renovations to the Depot. The primary focus for this year will be repair all of the soffit and fascia boards around the building.

**Source of Funding**

potential<sup>1</sup>  in-hand<sup>2</sup>

**Operating Revenues**

**Tax Increment Revenues**

**Impact Fees**

**Bond/Loan Proceeds**

**Grant**

**Agency:**

Application proposed

Application subm 17.92%

Approved, subject to funding

Grant awarded

Grant accepted

**Other:**

Funding proposed

Funding committed

<sup>1</sup> Potential = potential source of funding, but not yet secured

<sup>2</sup> In-hand = funding secured

**CITY OF LAKE WALES**  
**Five Year Capital Improvement Plan**  
**FY 2016/17 - FY 2020/21**

**Department:** Public Works - Parks & Recreation Div

**Fund:** 001 General Fund

**Project/Item:** Public Works Building

**Function:** 570 Culture & Recreation

**Funding Source:** City

**Asset Type:** 662 Building

**Cost Schedule:**

Year	City	County	State	Federal	Other	Total
16/17						0
17/18	780,050					780,050
18/19						0
19/20						0
20/21						0
<b>TOTAL</b>	<b>780,050</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>780,050</b>

**Description:**

The existing public works facility is inadequate to meet the demands of the department.

**Source of Funding**

potential<sup>1</sup>  in-hand<sup>2</sup>

**Operating Revenues**

**Tax Increment Revenues**

**Impact Fees**

**Bond/Loan Proceeds**

**Grant**

**Agency:**

Application proposed

Application subm 17.92%

Approved, subject to funding

Grant awarded

Grant accepted

**Other:**

Funding proposed

Funding committed

<sup>1</sup> Potential = potential source of funding, but not yet secured

<sup>2</sup> In-hand = funding secured

**CITY OF LAKE WALES**  
**Five Year Capital Improvement Plan**  
**FY 2016/17 - FY 2020/21**

**Department:** Public Works - Parks & Recreation Div

**Fund:** 001 General Fund

**Project/Item:** Containment Structure

**Function:** 570 Culture & Recreation

**Funding Source:** City

**Asset Type:** 662 Building

**Cost Schedule:**

Year	City	County	State	Federal	Other	Total
16/17						0
17/18	50,000					50,000
18/19						0
19/20						0
20/21						0
<b>TOTAL</b>	<b>50,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>50,000</b>

**Description:**

This project will reconstruct the containment structure in the Public Works lot to enable staff to store and organize various materials.

**Source of Funding**

potential<sup>1</sup>  in-hand<sup>2</sup>

**Operating Revenues**

**Tax Increment Revenues**

**Impact Fees**

**Bond/Loan Proceeds**

**Grant**

**Agency:**

Application proposed

Application subm 17.92%

Approved, subject to funding

Grant awarded

Grant accepted

**Other:**

Funding proposed

Funding committed

<sup>1</sup> Potential = potential source of funding, but not yet secured

<sup>2</sup> In-hand = funding secured

**CITY OF LAKE WALES**  
**Five Year Capital Improvement Plan**  
**FY 2016/17 - FY 2020/21**

**Department:** Public Works - Parks & Recreation Div

**Fund:** 001 General Fund

**Project/Item:** Mowers - Parks Division

**Function:** 570 Culture & Recreation

**Funding Source:** City

**Asset Type:** 664 Equipment

**Cost Schedule:**

Year	City	County	State	Federal	Other	Total
16/17	38,200					38,200
17/18	19,100					19,100
18/19						0
19/20						0
20/21						0
<b>TOTAL</b>	<b>57,300</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>57,300</b>

Replace existing mowers with new units. The existing mowers to be replaced are 1997, 2000 and 2001 models and the City has established a 5 year life cycle on lawn mowers. The maintenance history, along with the maintenance and operating costs for each mower will be evaluated prior to replacement to ensure replacement is actually necessary in each of the designated fiscal years.

**Source of Funding**

potential<sup>1</sup>  in-hand<sup>2</sup>

**Operating Revenues**

**Tax Increment Revenues**

**Impact Fees**

**Bond/Loan Proceeds**

**Grant**

**Agency:**

Application proposed

Application subm 17.92%

Approved, subject to funding

Grant awarded

Grant accepted

**Other:**

Funding proposed

Funding committed

<sup>1</sup> Potential = potential source of funding, but not yet secured

<sup>2</sup> In-hand = funding secured

**CITY OF LAKE WALES**  
**Five Year Capital Improvement Plan**  
**FY 2016/17 - FY 2020/21**

**Department:** Public Works - Parks & Recreation Div

**Fund:** 001 General Fund

**Project/Item:** Tractors - Parks Division

**Function:** 570 Culture & Recreation

**Funding Source:** City

**Asset Type:** 664 Equipment

**Cost Schedule:**

Year	City	County	State	Federal	Other	Total
16/17						0
17/18	73,000					73,000
18/19	45,000					45,000
19/20						0
20/21						0
<b>TOTAL</b>	<b>118,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>118,000</b>

Replace existing tractor tractors with new units. The existing tractors 1983 and 1987 models and the City has established a 12 year life cycle on heavy equipment. The maintenance history, along with the maintenance and operating costs for each tractor will be evaluated prior to replacement to ensure replacement is actually necessary in each of the designated fiscal years. These tractors perform a variety of tasks, including bush hogging, finish mowing, sweeping, grading, dicing, and hauling/pulling. A new tractor is also needed at the soccer complex.

**Source of Funding**

potential<sup>1</sup>  in-hand<sup>2</sup>

**Operating Revenues**

**Tax Increment Revenues**

**Impact Fees**

**Bond/Loan Proceeds**

**Grant**

**Agency:**

Application proposed

Application subm 17.92%

Approved, subject to funding

Grant awarded

Grant accepted

**Other:**

Funding proposed

Funding committed

<sup>1</sup> Potential = potential source of funding, but not yet secured

<sup>2</sup> In-hand = funding secured

**CITY OF LAKE WALES**  
**Five Year Capital Improvement Plan**  
**FY 2016/17 - FY 2020/21**

**Department:** Public Works - Parks & Recreation Div

**Fund:** 001 General Fund

**Project/Item:** Vehicles - Parks Division

**Function:** 570 Culture & Recreation

**Funding Source:** City

**Asset Type:** 664 Equipment

**Cost Schedule:**

Year	City	County	State	Federal	Other	Total
16/17	25,000					25,000
17/18						0
18/19						0
19/20						0
20/21						0
<b>TOTAL</b>	<b>25,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>25,000</b>

Replacing a 1997 pickup up truck. This will be a 60 month lease at \$434 per month. \$3906 will cover the lease payments for 9 months.

**Source of Funding**

potential<sup>1</sup>  in-hand<sup>2</sup>

**Operating Revenues**

**Tax Increment Revenues**

**Impact Fees**

**Bond/Loan Proceeds**

**Grant**

**Agency:**

Application proposed

Application subm 17.92%

Approved, subject to funding

Grant awarded

Grant accepted

**Other:**

Funding proposed

Funding committed

<sup>1</sup> Potential = potential source of funding, but not yet secured

<sup>2</sup> In-hand = funding secured

**CITY OF LAKE WALES**  
**Five Year Capital Improvement Plan**  
**FY 2016/17 - FY 2020/21**

**Department:** Public Works - Parks & Recreation Div

**Fund:** 001 General Fund

**Project/Item:** Play Equipment - Walker Park

**Function:** 570 Culture & Recreation

**Funding Source:** City

**Asset Type:** 664 Equipment

**Cost Schedule:**

Year	City	County	State	Federal	Other	Total
16/17						0
17/18	28,000					28,000
18/19						0
19/20						0
20/21						0
<b>TOTAL</b>	<b>28,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>28,000</b>

**Description:**

Play system for Walker Family Park. Current system is at its end of life.

**Source of Funding**

potential<sup>1</sup>  in-hand<sup>2</sup>

**Operating Revenues**

**Tax Increment Revenues**

**Impact Fees**

**Bond/Loan Proceeds**

**Grant**

**Agency:**

Application proposed

Application subm 17.92%

Approved, subject to funding

Grant awarded

Grant accepted

**Other:**

Funding proposed

Funding committed

<sup>1</sup> Potential = potential source of funding, but not yet secured

<sup>2</sup> In-hand = funding secured

**CITY OF LAKE WALES**  
**Five Year Capital Improvement Plan**  
**FY 2016/17 - FY 2020/21**

**Department:** Public Works - Parks & Recreation Div

**Fund:** 001 General Fund

**Project/Item:** Drinking Fountains

**Function:** 570 Culture & Recreation

**Funding Source:** City

**Asset Type:** 664 Equipment

**Cost Schedule:**

Year	City	County	State	Federal	Other	Total
16/17	12,500					12,500
17/18						0
18/19						0
19/20						0
20/21						0
<b>TOTAL</b>	<b>12,500</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>12,500</b>

**Description:**

Drinking fountains are needed in the parks, each cost around \$2,500.

**Source of Funding**

potential<sup>1</sup>  in-hand<sup>2</sup>

**Operating Revenues**

**Tax Increment Revenues**

**Impact Fees**

**Bond/Loan Proceeds**

**Grant**

**Agency:**

Application proposed

Application subm 17.92%

Approved, subject to funding

Grant awarded

Grant accepted

**Other:**

Funding proposed

Funding committed

<sup>1</sup> Potential = potential source of funding, but not yet secured

<sup>2</sup> In-hand = funding secured

**CITY OF LAKE WALES**  
**Five Year Capital Improvement Plan**  
**FY 2016/17 - FY 2020/21**

**Department:** Public Works - Parks & Recreation Div

**Fund:** 001 General Fund

**Project/Item:** Utility Trailer

**Function:** 570 Culture & Recreation

**Funding Source:** City

**Asset Type:** 664 Equipment

**Cost Schedule:**

Year	City	County	State	Federal	Other	Total
16/17	3,000					3,000
17/18	3,000					3,000
18/19						0
19/20						0
20/21						0
<b>TOTAL</b>	<b>6,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>6,000</b>

**Description:**

Utility trailer for parks and recreation

**Source of Funding**

potential<sup>1</sup>  in-hand<sup>2</sup>

**Operating Revenues**

**Tax Increment Revenues**

**Impact Fees**

**Bond/Loan Proceeds**

**Grant**

**Agency:**

Application proposed

Application subm 17.92%

Approved, subject to funding

Grant awarded

Grant accepted

**Other:**

Funding proposed

Funding committed

<sup>1</sup> Potential = potential source of funding, but not yet secured

<sup>2</sup> In-hand = funding secured

# **Public Works/Streets Division**

**5 Year Capital Improvement Plan FY 2016/17 - 2020/21**

**Department: Public Works/Public Services: Streets Division**

**Type: Improvements Other than Buildings**

**Function: 540 Transportation**

Description	Dept.	Function Code	Asset Type	Impact Fee Elig.	Grant/Financing	Funding Sources					Fiscal Year					5-YEAR TOTAL	
						City	County	State	Federal	Other	TOTAL	16/17	17/18	18/19	19/20		20/21
1 Roads/Alleys Resurfacing	Streets	540	I			1,600,000					1,600,000	100,000	500,000	400,000	400,000	200,000	1,600,000
2 Sidewalk Construction	Streets	540	I			200,000					200,000	15,000	110,000	75,000			200,000
SUBTOTAL IMPROVEMENTS						1,800,000					1,800,000	115,000	610,000	475,000	400,000	200,000	1,800,000

**Type: Equipment**

**Function: 540 Transportation**

Description	Dept.	Function Code	Asset Type	Impact Fee Elig.	Grant/Financing	Funding Sources					Fiscal Year					5-YEAR TOTAL	
						City	County	State	Federal	Other	TOTAL	16/17	17/18	18/19	19/20		20/21
3 Backhoe - Streets Div	Streets	540	E			60,000					60,000		60,000				60,000
4 Mowers - Streets Div	Streets	540	E			35,000					35,000		17,500	17,500			35,000
5 Safety Lighting - School Zones	Streets	540	E			43,000					43,000		27,000	16,000			43,000
6 Sweeper Tractor	Streets	540	E			30,000					30,000		30,000				30,000
7 Vehicle - Streets Div	Streets	540	E		Yes	43,000					43,000	43,000					43,000
8 Stump Grinder	Streets	540	E			4,100					4,100		4,100				4,100
9 Asphalt Roller	Streets	540	E			3,000					3,000		3,000				3,000
10 Paint Sprayer	Streets	540	E			2,000					2,000		2,000				2,000
11 Dump Truck	Streets	540	E			150,000					150,000	150,000					150,000
SUBTOTAL EQUIPMENT						370,100					370,100	193,000	143,600	33,500			370,100

<b>TOTAL DEPARTMENT</b>						2,170,100					2,170,100	308,000	753,600	508,500	400,000	200,000	2,170,100
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**CITY OF LAKE WALES**  
**Five Year Capital Improvement Plan**  
**FY 2016/17 - FY 2020/21**

**Department:** Public Works - Streets Div

**Fund:** 102 Transportation

**Project/Item:** Roads/Alleys Resurfacing

**Function:** 540 Transportation

**Funding Source:** City

**Asset Type:** 663 Improvements  
Other Than Buildings

**Cost Schedule:**

Year	City	County	State	Federal	Other	Total
16/17	100,000					100,000
17/18	500,000					500,000
18/19	400,000					400,000
19/20	400,000					400,000
20/21	200,000					200,000
<b>TOTAL</b>	<b>1,600,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1,600,000</b>

**Description:**

The repair and replacement of damaged sidewalks and streets throughout the city's jurisdictional area to include curbs, inlets, striping and directional markings for the streets.

**Source of Funding**

potential<sup>1</sup>  in-hand<sup>2</sup>

**Operating Revenues**

**Tax Increment Revenues**

**Impact Fees**

**Bond/Loan Proceeds**

**Grant**

**Agency:**

- Application proposed
- Application submitted
- Approved, subject to funding
- Grant awarded
- Grant accepted

**Other:**

- Funding proposed
- Funding committed

<sup>1</sup> Potential = potential source of funding, but not yet secured

<sup>2</sup> In-hand = funding secured

**CITY OF LAKE WALES  
Five Year Capital Improvement Plan  
FY 2016/17 - FY 2020/21**

**Department:** Public Works - Streets Div

**Fund:** 102 Transportation

**Project/Item:** Sidewalk Construction

**Function:** 540 Transportation

**Funding Source:** City

**Asset Type:** 663 Improvements  
Other Than Buildings

**Cost Schedule:**

Year	City	County	State	Federal	Other	Total
16/17	15,000					15,000
17/18	110,000					110,000
18/19	75,000					75,000
19/20						0
20/21						0
<b>TOTAL</b>	<b>200,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>200,000</b>

**Description:**

The repair and replacement of damaged sidewalks and streets throughout the city's jurisdictional area to include curbs, inlets, striping and directional markings for the streets.

**Source of Funding**

potential<sup>1</sup>  in-hand<sup>2</sup>

**Operating Revenues**

**Tax Increment Revenues**

**Impact Fees**

**Bond/Loan Proceeds**

**Grant**

**Agency:**

Application proposed

Application submitted

Approved, subject to funding

Grant awarded

Grant accepted

**Other:**

**Sidewalk Replacement Fund**

Funding proposed

Funding committed

<sup>1</sup> Potential = potential source of funding,  
but not yet secured

<sup>2</sup> In-hand = funding secured

**CITY OF LAKE WALES  
Five Year Capital Improvement Plan  
FY 2016/17 - FY 2020/21**

**Department:** Public Works - Streets Div

**Fund:** 102 Transportation

**Project/Item:** Backhoe - Streets Div

**Function:** 540 Transportation

**Funding Source:** City

**Asset Type:** 664 Equipment

**Cost Schedule:**

Year	City	County	State	Federal	Other	Total
16/17						0
17/18	60,000					60,000
18/19						0
19/20						0
20/21						0
<b>TOTAL</b>	<b>60,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>60,000</b>

**Description:**

This will replace a 1990 model backhoe with a new and more efficient model. The year of this backhoe has surpassed the City's life cycle limit for equipment by 12 years.

**Source of Funding**

potential<sup>1</sup>  in-hand<sup>2</sup>

**Operating Revenues**

**Tax Increment Revenues**

**Impact Fees**

**Financed/Leased**

**Grant**

**Agency:**

- Application proposed
- Application submitted
- Approved, subject to funding
- Grant awarded
- Grant accepted

**Other:**

- Funding proposed
- Funding committed

<sup>1</sup> Potential = potential source of funding, but not yet secured

<sup>2</sup> In-hand = funding secured

**CITY OF LAKE WALES**  
**Five Year Capital Improvement Plan**  
**FY 2016/17 - FY 2020/21**

**Department:** Public Works - Streets Div

**Fund:** 102 Transportation

**Project/Item:** Mowers - Streets Div

**Function:** 540 Transportation

**Funding Source:** City

**Asset Type:** 664 Equipment

**Cost Schedule:**

Year	City	County	State	Federal	Other	Total
16/17						0
17/18	17,500					17,500
18/19	17,500					17,500
19/20						0
20/21						0
<b>TOTAL</b>	<b>35,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>35,000</b>

**Description:**

Mower replacements. These mower will replace a model year 2008 and 2010 mowers. The mower will have surpassed their City established life cycles by 4 and 3 years respectively.

**Source of Funding**

potential<sup>1</sup>  in-hand<sup>2</sup>

**Operating Revenues**

**Tax Increment Revenues**

**Impact Fees**

**Financed/Leased**

**Grant**

**Agency:**

- Application proposed
- Application submitted
- Approved, subject to funding
- Grant awarded
- Grant accepted

**Other:**

- Funding proposed
- Funding committed

<sup>1</sup> Potential = potential source of funding, but not yet secured

<sup>2</sup> In-hand = funding secured

**CITY OF LAKE WALES**  
**Five Year Capital Improvement Plan**  
**FY 2016/17 - FY 2020/21**

**Department:** Public Works - Streets Div

**Fund:** 102 Transportation

**Project/Item:** Safety Lighting - School Zones

**Function:** 540 Transportation

**Funding Source:** City

**Asset Type:** 664 Equipment

**Cost Schedule:**

Year	City	County	State	Federal	Other	Total
16/17						0
17/18	27,000					27,000
18/19	16,000					16,000
19/20						0
20/21						0
<b>TOTAL</b>	<b>43,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>43,000</b>

**Description:**

Flashing amber lights to mark school zones on streets with heavy vehicular traffic./safety calming beacons.

**Source of Funding**

potential<sup>1</sup>  in-hand<sup>2</sup>

**Operating Revenues**

**Tax Increment Revenues**

**Impact Fees**

**Financed/Leased**

**Grant**

**Agency:**

Application proposed

Application submitted

Approved, subject to funding

Grant awarded

Grant accepted

**Other:**

Funding proposed

Funding committed

<sup>1</sup> Potential = potential source of funding, but not yet secured

<sup>2</sup> In-hand = funding secured

**CITY OF LAKE WALES**  
**Five Year Capital Improvement Plan**  
**FY 2016/17 - FY 2020/21**

**Department:** Public Works - Streets Div

**Fund:** 102 Transportation

**Project/Item:** Sweeper Tractor

**Function:** 540 Transportation

**Funding Source:** City

**Asset Type:** 664 Equipment

**Cost Schedule:**

Year	City	County	State	Federal	Other	Total
16/17						0
17/18	30,000					30,000
18/19						0
19/20						0
20/21						0
<b>TOTAL</b>	<b>30,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>30,000</b>

**Description:**

Replacement sweeper tractor needed for use on the trails and within parks and other open areas. The existing tractor is a 1995 model and has surpassed the City's established life cycle by 7 years:

**Source of Funding**

potential<sup>1</sup>  in-hand<sup>2</sup>

**Operating Revenues**

**Tax Increment Revenues**

**Impact Fees**

**Financed/Leased**

**Grant**

**Agency:**

- Application proposed
- Application submitted
- Approved, subject to funding
- Grant awarded
- Grant accepted

**Other:**

- Funding proposed
- Funding committed

<sup>1</sup> Potential = potential source of funding, but not yet secured

<sup>2</sup> In-hand = funding secured

**CITY OF LAKE WALES  
Five Year Capital Improvement Plan  
FY 2016/17 - FY 2020/21**

**Department:** Public Works - Streets Div

**Fund:** 102 Transportation

**Project/Item:** Vehicle - Streets Div

**Function:** 540 Transportation

**Funding Source:** City

**Asset Type:** 664 Equipment

**Cost Schedule:**

Year	City	County	State	Federal	Other	Total
16/17	43,000					43,000
17/18						0
18/19						0
19/20						0
20/21						0
<b>TOTAL</b>	<b>43,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>43,000</b>

**Description:**

16'17 - Replacing 1995 Ford pick-up truck with a new truck. This vehicled has surpassed the City's established life cycle by 8 years. Will be purchasing a superduty crew truck. We will lease this vehicle for 60 months at \$746 per month. \$6714 will cover the lease payments for 9 months.

**Source of Funding**

potential<sup>1</sup>  in-hand<sup>2</sup>

**Operating Revenues**

**Tax Increment Revenues**

**Impact Fees**

**Financed/Leased**

**Grant**

**Agency:**

- Application proposed
- Application submitted
- Approved, subject to funding
- Grant awarded
- Grant accepted

**Other:**

- Funding proposed
- Funding committed

<sup>1</sup> Potential = potential source of funding, but not yet secured

<sup>2</sup> In-hand = funding secured

**CITY OF LAKE WALES**  
**Five Year Capital Improvement Plan**  
**FY 2016/17 - FY 2020/21**

**Department:** Public Works - Streets Div

**Fund:** 102 Transportation

**Project/Item:** Stump Grinder

**Function:** 540 Transportation

**Funding Source:** City

**Asset Type:** 664 Equipment

**Cost Schedule:**

Year	City	County	State	Federal	Other	Total
16/17						0
17/18	4,100					4,100
18/19						0
19/20						0
20/21						0
<b>TOTAL</b>	<b>4,100</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>4,100</b>

**Description:**

Stump Grinder

**Source of Funding**

potential<sup>1</sup>  in-hand<sup>2</sup>

**Operating Revenues**

**Tax Increment Revenues**

**Impact Fees**

**Financed/Leased**

**Grant**

**Agency:**

- Application proposed
- Application submitted
- Approved, subject to funding
- Grant awarded
- Grant accepted

**Other:**

- Funding proposed
- Funding committed

<sup>1</sup> Potential = potential source of funding, but not yet secured

<sup>2</sup> In-hand = funding secured

# CITY OF LAKE WALES

## Five Year Capital Improvement Plan

### FY 2016/17 - FY 2020/21

**Department:** Public Works - Streets Div

**Fund:** 102 Transportation

**Project/Item:** Asphalt Roller

**Function:** 540 Transportation

**Funding Source:** City

**Asset Type:** 664 Equipment

**Cost Schedule:**

Year	City	County	State	Federal	Other	Total
16/17						0
17/18	3,000					3,000
18/19						0
19/20						0
20/21						0
<b>TOTAL</b>	<b>3,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>3,000</b>

**Description:**

Asphalt Roller

**Source of Funding**

potential<sup>1</sup>  in-hand<sup>2</sup>

**Operating Revenues**

**Tax Increment Revenues**

**Impact Fees**

**Financed/Leased**

**Grant**

**Agency:**

Application proposed

Application submitted

Approved, subject to funding

Grant awarded

Grant accepted

**Other:**

Funding proposed

Funding committed

<sup>1</sup> Potential = potential source of funding, but not yet secured

<sup>2</sup> In-hand = funding secured

# CITY OF LAKE WALES

## Five Year Capital Improvement Plan

### FY 2016/17 - FY 2020/21

**Department:** Public Works - Streets Div

**Fund:** 102 Transportation

**Project/Item:** Paint Sprayer

**Function:** 540 Transportation

**Funding Source:** City

**Asset Type:** 664 Equipment

**Cost Schedule:**

Year	City	County	State	Federal	Other	Total
16/17						0
17/18	2,000					2,000
18/19						0
19/20						0
20/21						0
<b>TOTAL</b>	<b>2,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>2,000</b>

**Description:**

Paint Sprayer

**Source of Funding**

potential<sup>1</sup>  in-hand<sup>2</sup>

**Operating Revenues**

**Tax Increment Revenues**

**Impact Fees**

**Financed/Leased**

**Grant**

**Agency:**

Application proposed

Application submitted

Approved, subject to funding

Grant awarded

Grant accepted

**Other:**

Funding proposed

Funding committed

<sup>1</sup> Potential = potential source of funding, but not yet secured

<sup>2</sup> In-hand = funding secured

# CITY OF LAKE WALES

## Five Year Capital Improvement Plan

### FY 2016/17 - FY 2020/21

**Department:** Public Works - Streets Div

**Fund:** 102 Transportation

**Project/Item:** Dump Truck

**Function:** 540 Transportation

**Funding Source:** City

**Asset Type:** 664 Equipment

**Cost Schedule:**

Year	City	County	State	Federal	Other	Total
16/17	150,000					150,000
17/18						0
18/19						0
19/20						0
20/21						0
<b>TOTAL</b>	<b>150,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>150,000</b>

**Description:**

10-Yard Dump Truck. We will lease this truck for 60 months at \$2603 per month. \$23427 will cover the payments for 9 months.

**Source of Funding**

potential<sup>1</sup>  in-hand<sup>2</sup>

**Operating Revenues**

**Tax Increment Revenues**

**Impact Fees**

**Financed/Leased**

**Grant**

**Agency:**

- Application proposed
- Application submitted
- Approved, subject to funding
- Grant awarded
- Grant accepted

**Other:**

- Funding proposed
- Funding committed

<sup>1</sup> Potential = potential source of funding, but not yet secured

<sup>2</sup> In-hand = funding secured

## **Public Works/Utilities**

**5 Year Capital Improvement Plan FY 2016/17 - 2020/21**

**Department: Utilities**

**Type: Land**  
**Function: 530 Physical Environment**

Description	Dept.	Function Code	Asset Type	Impact Fee Elig.	Grant/Financing	Funding Sources					Fiscal Year					5-YEAR TOTAL	
						City	County	State	Federal	Other	TOTAL	16/17	17/18	18/19	19/20		20/21
1 Land - Burns Avenue Plant	Ut - Water	530	L	Yes		50,000					50,000	50,000					50,000
SUBTOTAL LAND						50,000					50,000	50,000					50,000

**Type: Improvements Other than Buildings**  
**Function: 530 Physical Environment**

Description	Dept.	Function Code	Asset Type	Impact Fee Elig.	Grant/Financing	Funding Sources					Fiscal Year					5-YEAR TOTAL	
						City	County	State	Federal	Other	TOTAL	16/17	17/18	18/19	19/20		20/21
2 Asbestos/Cement Pipe Removal	Ut - Water	530	I		Yes - Series 2017	1,900,000					1,900,000	400,000	500,000		500,000	500,000	1,900,000
3 Lift Station Pump Replacement	Ut - Sewer	530	I			250,000					250,000	100,000		50,000		100,000	250,000
4 Lift Station Rehab	Ut - Sewer	530	I		Yes - Series 2017	500,000					500,000		250,000		250,000		500,000
5 New Service Connections - Reuse	Ut - Reuse	530	I			50,000					50,000	10,000	10,000	10,000	10,000	10,000	50,000
6 New Service Connections - Water	Ut - Water	530	I			200,000					200,000	40,000	40,000	40,000	40,000	40,000	200,000
7 Reuse Upgrades	Ut - Reuse	530	I		Yes -SWFMD, S 2017	1,040,000					1,040,000	1,040,000					1,040,000
8 Northwest Water Line Extensions	Ut - Water	530	I	Yes	Yes - Series 2017	2,000,000					2,000,000		1,000,000	1,000,000			2,000,000
9 SCADA Interconnect	Ut - Water	530	I			100,000					100,000	100,000					100,000
10 SCADA Upgrade	Ut - Sewer	530	I			200,000					200,000	100,000	100,000				200,000
11 Sewer Improvements - C Street & Vicinity	Ut - Sewer	530	I		Yes - SRF (Obtained)	5,272,636					5,272,636	5,272,636					5,272,636
12 Sewer Improvements - Unsewered Areas	Ut - Sewer	530	I	Yes		1,400,000					1,400,000	500,000	400,000	500,000			1,400,000
13 Sewer Lines - Sliplining	Ut - Sewer	530	I		Yes - Series 2017	1,100,000					1,100,000	300,000		300,000		500,000	1,100,000
14 Storage Tank/Ground - Water	Ut - Water	530	I	Yes	Yes - Series 2017	1,000,000					1,000,000	1,000,000					1,000,000
15 Utilities Transmission Systems - S.R. 60 W.	Ut - Sewer	530	I	Yes	Yes - SRF (Proposed)	6,176,000					6,176,000	6,176,000					6,176,000
16 Wastewater Treatment Plant Expansion	Ut - Sewer	530	I	Yes	Yes - SRF (Proposed)	5,075,000					5,075,000			75,000	5,000,000		5,075,000
17 Water Line (Galvanized) Replacement	Ut - Water	530	I		Yes - Series 2017	1,410,000					1,410,000	410,000	250,000	250,000	250,000	250,000	1,410,000
18 US 27 South Extension	Ut - Water	530	I		Yes - SRF (Proposed)	1,750,000					1,750,000				250,000	1,500,000	1,750,000
SUBTOTAL IMPROVEMENTS						29,423,636					29,423,636	15,448,636	2,550,000	2,225,000	6,300,000	2,900,000	29,423,636

5 Year Capital Improvement Plan FY 2016/17 - 2020/21

Department: Utilities

Type: Equipment

Function: 530 Physical Environment

Description	Dept.	Function Code	Asset Type	Impact Fee Elig.	Grant/ Financing	Funding Sources					Fiscal Year					5-YEAR TOTAL	
						City	County	State	Federal	Other	TOTAL	16/17	17/18	18/19	19/20		20/21
19 Utilities Equipment - Misc.	Ut - Sewer	530	E		Lease Purchase	355,000					355,000	155,000				200,000	355,000
20 Utility Vehicles	Ut - Sewer	530	E		Lease Purchase	150,000					150,000		75,000			75,000	150,000
21 BCR System	Ut - Sewer	530	E		Yes - Series 2017	60,000					60,000	60,000					60,000
22 Clarifier Tank Covers	Ut - Sewer	530	E			80,000					80,000	80,000					80,000
SUBTOTAL EQUIPMENT						645,000					645,000	295,000	75,000			200,000	645,000

Type: Other

Function: 530 Physical Environment

Description	Dept.	Function Code	Asset Type	Impact Fee Elig.	Grant/ Financing	Funding Sources					Fiscal Year					5-YEAR TOTAL	
						City	County	State	Federal	Other	TOTAL	16/17	17/18	18/19	19/20		20/21
23 Infiltration & Intrusion Study	Ut - Sewer	530	O		Yes - Series 2017	223,000					223,000		223,000				223,000
24 Master Plan - Wastewater Collection Sys	Ut - Sewer	530	O			75,000					75,000	75,000					75,000
25 Master Plan-Water Distribution System	Ut - Sewer	530	O			50,000					50,000		50,000				50,000
26 Tank and Water Main Extension SR 17	Ut - Water	530	I		Yes - SRF (Proposed)	2,500,000					2,500,000				500,000	2,000,000	2,500,000
SUBTOTAL Other						2,848,000					2,848,000	75,000	273,000		500,000	2,000,000	2,848,000

<b>TOTAL DEPARTMENT</b>						32,966,636					32,966,636	15,868,636	2,898,000	2,225,000	6,800,000	5,100,000	32,891,636
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Note: Debt Issuance would be allocated to the following:	Series 2017	All categories highlighted in yellow.	7,883,000									3,710,000	2,623,000	1,550,000			7,883,000
	SRF Funding	All categories highlighted in gold.	20,773,636			650,000	CDBG					11,448,636		75,000	5,750,000	3,500,000	20,773,636
	Lease Purchases	All categories highlighted in blue.	505,000									155,000	75,000		75,000	200,000	505,000
			<u>\$ 29,161,636</u>									<u>15,313,636</u>					<u>#####</u>

**CITY OF LAKE WALES**  
**Five Year Capital Improvement Plan**  
**FY 2016/17 - FY 2020/21**

**Department:** Public Works - Utilities - Water Division

**Fund:** 403 Utilities

**Project/Item:** Land - Burns Avenue Plant

**Function:** 530 Physical Environment

**Funding Source:** City

**Asset Type:** 661 Land

**Cost Schedule:**

Year	City	County	State	Federal	Other	Total
16/17	50,000					50,000
17/18						0
18/19						0
19/20						0
20/21						0
<b>TOTAL</b>	<b>50,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>50,000</b>

**Description:**

Purchase land for construction of a ground storage tank for redundancy at the Burns Avenue Plant.-The additional land would need to be purchased close to the existing plant. Staff has nmade initial contract with property owner the purchase of an acre for this construction.

**Source of Funding**

potential<sup>1</sup>  in-hand <sup>2</sup>

**Operating Revenues**

**Tax Increment Revenues**

**Impact Fees**

**Bond/Loan Proceeds**

**Grant**

**Agency: FEMA**

Application proposed

Application submitted

Approved, subject to funding

Grant awarded

Grant accepted

**Other:**

Funding proposed

Funding committed

<sup>1</sup> Potential = potential source of funding, but not yet secured

<sup>2</sup> In-hand = funding secured

**CITY OF LAKE WALES  
Five Year Capital Improvement Plan  
FY 2016/17 - FY 2020/21**

**Department:** Public Works - Utilities - Water Division

**Fund:** 403 Utilities

**Project/Item:** Asbestos/Cement Pipe Removal

**Function:** 530 Physical Environment

**Funding Source:** City

**Asset Type:** 663 Improvements  
Other Than Buildings

**Cost Schedule:**

Year	City	County	State	Federal	Other	Total
16/17	400,000					400,000
17/18	500,000					500,000
18/19						0
19/20	500,000					500,000
20/21	500,000					500,000
<b>TOTAL</b>	<b>1,900,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1,900,000</b>

**Description:**

**16-17** Identify and remove asbestos cement pipe in the water distribution system. Replace with current industry approved standard. Project area will consist of CTeh worst ares being addressed first-Area of SR 17 from Burns Ave going north. Curran Street, Russell Avenue, and Grove Avenue. The 6" A/C line will be replaced with 8" HDPE using the pipe bursting method. Staff will do the relocation of the meters for this area. Additional areas will be considered if budget allows.

**Source of Funding**

potential<sup>1</sup>  in-hand<sup>2</sup>

**Operating Revenues**

**Tax Increment Revenues**

**Impact Fees**

**Bond/Loan Proceeds**

**Grant**

**Agency:**

Application proposed

Application submitted

Approved, subject to funding

Grant awarded

Grant accepted

**Other:**

Funding proposed

Funding committed

<sup>1</sup> Potential = potential source of funding, but not yet secured

<sup>2</sup> In-hand = funding secured

**CITY OF LAKE WALES**  
**Five Year Capital Improvement Plan**  
**FY 2016/17 - FY 2020/21**

**Department:** Public Works - Utilities - Wastewater Division

**Fund:** 403 Utilities

**Project/Item:** Lift Station Pump Replacement

**Function:** 530 Physical Environment

**Funding Source:** City

**Asset Type:** 663 Improvements  
Other Than Buildings

**Cost Schedule:**

Year	City	County	State	Federal	Other	Total
16/17	100,000					100,000
17/18						0
18/19	50,000					50,000
19/20						0
20/21	100,000					100,000
<b>TOTAL</b>	<b>250,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>250,000</b>

**Description:**

Each year, some of the existing lift stations should have the pumps replaced. The pumps should have An average useful life of 25 years.

**Source of Funding**

potential<sup>1</sup>  in-hand<sup>2</sup>

**Operating Revenues**

**Tax Increment Revenues**

**Impact Fees**

**Bond/Loan Proceeds**

**Grant**

**Agency:**

Application proposed

Application submitted

Approved, subject to funding

Grant awarded

Grant accepted

**Other:**

Funding proposed

Funding committed

<sup>1</sup> Potential = potential source of funding, but not yet secured

<sup>2</sup> In-hand = funding secured

**CITY OF LAKE WALES**  
**Five Year Capital Improvement Plan**  
**FY 2016/17 - FY 2020/21**

**Department:** Public Works - Utilities - Wastewater Division

**Fund:** 403 Utilities

**Project/Item:** Lift Station Rehab

**Function:** 530 Physical Environment

**Funding Source:** City

**Asset Type:** 663 Improvements  
Other Than Buildings

**Cost Schedule:**

Year	City	County	State	Federal	Other	Total
16/17						0
17/18	250,000					250,000
18/19						0
19/20	250,000					250,000
20/21						0
<b>TOTAL</b>	<b>500,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>500,000</b>

**Description:**

Each alternating year, some of the existing lift stations should be rehabilitated with replacement of control panel, rails and piping.

**Source of Funding**

potential<sup>1</sup>  in-hand<sup>2</sup>

**Operating Revenues**

**Tax Increment Revenues**

**Impact Fees**

**Bond/Loan Proceeds**

**Grant**

**Agency:**

Application proposed

Application submitted

Approved, subject to funding

Grant awarded

Grant accepted

**Other:**

Funding proposed

Funding committed

<sup>1</sup> Potential = potential source of funding, but not yet secured

<sup>2</sup> In-hand = funding secured

**CITY OF LAKE WALES**  
**Five Year Capital Improvement Plan**  
**FY 2016/17 - FY 2020/21**

**Department:** Public Works - Utilities - Reuse Division

**Fund:** 403 Utilities

**Project/Item:** New Service Connections - Reuse

**Function:** 530 Physical Environment

**Funding Source:** City

**Asset Type:** 663 Improvements  
Other Than Buildings

**Cost Schedule:**

Year	City	County	State	Federal	Other	Total
16/17	10,000					10,000
17/18	10,000					10,000
18/19	10,000					10,000
19/20	10,000					10,000
20/21	10,000					10,000
<b>TOTAL</b>	<b>50,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>50,000</b>

**Description:**

New service connections as development occurs in the reuse service area.

**Source of Funding**

potential<sup>1</sup>  in-hand<sup>2</sup>

**Operating Revenues**

**Tax Increment Revenues**

**Impact Fees**

**Financing/Lease Proceeds**

**Grant**

**Agency:**

Application proposed

Application submitted

Approved, subject to funding

Grant awarded

Grant accepted

**Other:**

Funding proposed

Funding committed

<sup>1</sup> Potential = potential source of funding, but not yet secured

<sup>2</sup> In-hand = funding secured

**CITY OF LAKE WALES**  
**Five Year Capital Improvement Plan**  
**FY 2016/17 - FY 2020/21**

**Department:** Public Works - Utilities - Water Division

**Fund:** 403 Utilities

**Project/Item:** New Service Connections - Water

**Function:** 530 Physical Environment

**Funding Source:** City

**Asset Type:** 663 Improvements  
Other Than Buildings

**Cost Schedule:**

Year	City	County	State	Federal	Other	Total
16/17	40,000					40,000
17/18	40,000					40,000
18/19	40,000					40,000
19/20	40,000					40,000
20/21	40,000					40,000
<b>TOTAL</b>	<b>200,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>200,000</b>

**Description:**

Provision for new service connections as development occurs in the utility service area.

**Source of Funding**

potential<sup>1</sup>  in-hand<sup>2</sup>

**Operating Revenues**

**Tax Increment Revenues**

**Impact Fees**

**Bond/Loan Proceeds**

**Grant**

**Agency:**

Application proposed

Application submitted

Approved, subject to funding

Grant awarded

Grant accepted

**Other:**

Funding proposed

Funding committed

<sup>1</sup> Potential = potential source of funding, but not yet secured

<sup>2</sup> In-hand = funding secured

**CITY OF LAKE WALES  
Five Year Capital Improvement Plan  
FY 2016/17 - FY 2020/21**

**Department:** Public Works - Utilities - Reuse Division

**Fund:** 403 Utilities

**Project/Item:** Reuse Upgrades

**Function:** 530 Physical Environment

**Funding Source:** City

**Asset Type:** 663 Improvements  
Other Than Buildings

**Cost Schedule:**

Year	City	County	State	Federal	Other	Total
16/17	1,040,000					1,040,000
17/18						0
18/19						0
19/20						0
20/21						0
<b>TOTAL</b>	<b>1,040,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1,040,000</b>

**Description:**

Hydro tank replacement for tank at plant and to make the VFD's and old control panel compatible. VFD's for pump #1 are still on soft start. The soft start allows the pump drive unit to slow start instead of making the pumps turn on instantly causing a jerking motion of the pumps. The VFD's (Variable Frequency Drive) provides and maintains a steady speed for pumping.- Engineering will be performed to determine what additional upgrades are needed to replace the additional storage tank that had been slated. Carry forward from 15'16 \$40,000.

**Source of Funding**

potential<sup>1</sup>  in-hand<sup>2</sup>

**Operating Revenues**

**Tax Increment Revenues**

**Impact Fees**

**Bond/Loan Proceeds**

**Grant**

**Agency: SWFWMD**

Application proposed

Application submitted

Approved, subject to funding

Grant awarded

Grant accepted

**Other: Customer Funding**

Funding proposed

Funding committed

<sup>1</sup> Potential = potential source of funding, but not yet secured

<sup>2</sup> In-hand = funding secured

**CITY OF LAKE WALES  
Five Year Capital Improvement Plan  
FY 2016/17 - FY 2020/21**

**Department:** Public Works - Utilities - Water Division

**Fund:** 403 Utilities

**Project/Item:** Northwest Water Line Extensions

**Function:** 530 Physical Environment

**Funding Source:** City, Federal

**Asset Type:** 663 Improvements  
Other Than Buildings

**Cost Schedule:**

Year	City	County	State	Federal	Other	Total
16/17						0
17/18	1,000,000					1,000,000
18/19	1,000,000					1,000,000
19/20						0
20/21						0
<b>TOTAL</b>	<b>2,000,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>2,000,000</b>

**Description:**

Eliminate low pressure/low volume conditions in area of Sessoms/First, Dr. JA Wiltshire to B Street. From B Street to Washington Avenue, then down Washington Avenue to tie in C Street, D Street. This line will tie into the 10" line installed during the Asbestos replacement at the corner of E Street and Washington.

**Source of Funding**

potential<sup>1</sup>  in-hand<sup>2</sup>

**Operating Revenues**

**Tax Increment Revenues**

**Impact Fees**

**Bond/Loan Proceeds**

**Grant**

**Agency: CDBG**

Application proposed

Application submitted

Approved, subject to funding

Grant awarded

Grant accepted

**Other:**

Funding proposed

Funding committed

<sup>1</sup> Potential = potential source of funding, but not yet secured

<sup>2</sup> In-hand = funding secured

**CITY OF LAKE WALES**  
**Five Year Capital Improvement Plan**  
**FY 2016/17 - FY 2020/21**

**Department:** Public Works - Utilities - Water Division

**Fund:** 403 Utilities

**Project/Item:** SCADA Interconnect

**Function:** 530 Physical Environment

**Funding Source:** City

**Asset Type:** 663 Improvements  
Other than Buildings

**Cost Schedule:**

Year	City	County	State	Federal	Other	Total
16/17	100,000					100,000
17/18						0
18/19						0
19/20						0
20/21						0
<b>TOTAL</b>	<b>100,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>100,000</b>

**Description:**

Interconnect three existing water treatment plants with SCADA control system. This system will connect all the distribution end points and the elevation storage towers.

**Source of Funding**

potential<sup>1</sup>  in-hand<sup>2</sup>

**Operating Revenues**

**Tax Increment Revenues**

**Impact Fees**

**Bond/Loan Proceeds**

**Grant**

**Agency:**

Application proposed

Application submitted

Approved, subject to funding

Grant awarded

Grant accepted

**Other:**

Funding proposed

Funding committed

<sup>1</sup> Potential = potential source of funding, but not yet secured

<sup>2</sup> In-hand = funding secured

**CITY OF LAKE WALES**  
**Five Year Capital Improvement Plan**  
**FY 2016/17 - FY 2020/21**

**Department:** Public Works - Utilities - Wastewater Division

**Fund:** 403 Utilities

**Project/Item:** SCADA Upgrade

**Function:** 530 Physical Environment

**Funding Source:** City

**Asset Type:** 663 Improvements  
Other Than Buildings

**Cost Schedule:**

Year	City	County	State	Federal	Other	Total
16/17	100,000					100,000
17/18	100,000					100,000
18/19						0
19/20						0
20/21						0
<b>TOTAL</b>	<b>200,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>200,000</b>

**Description:**

System telemetry upgrade for lift stations to include Telemetry control unit (TCU) for all stations each unit costs approximately \$8000. The older units are being phased out and the repair parts are getting harder to acquire. There are a total of about 30 stations to be changed out.

**Source of Funding**

potential<sup>1</sup>  in-hand<sup>2</sup>

**Operating Revenues**

**Tax Increment Revenues**

**Impact Fees**

**Bond/Loan Proceeds**

**Grant**

**Agency:**

Application proposed

Application submitted

Approved, subject to funding

Grant awarded

Grant accepted

**Other:**

Funding proposed

Funding committed

<sup>1</sup> Potential = potential source of funding, but not yet secured

<sup>2</sup> In-hand = funding secured

**CITY OF LAKE WALES**  
**Five Year Capital Improvement Plan**  
**FY 2016/17 - FY 2020/21**

**Department:** Public Works - Utilities - Wastewater Division

**Fund:** 403 Utilities

**Project/Item:** Sewer Improvements - C Street & Vicinity

**Function:** 530 Physical Environment

**Funding Source:** City, Federal

**Asset Type:** 663 Improvements  
Other Than Buildings

**Cost Schedule:**

Year	City	County	State	Federal	Other	Total
16/17	5,272,636					5,272,636
17/18						0
18/19						0
19/20						0
20/21						0
<b>TOTAL</b>	<b>5,272,636</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>5,272,636</b>

**Description:**

To eliminate flushing manholes and other system related problems in the C Street sewer line replacement area. Phase 2 & 3 Dollar amount carried forward for 15'16 is \$2,472,637.

**Source of Funding**

potential<sup>1</sup>  in-hand<sup>2</sup>

**Operating Revenues**

**Tax Increment Revenues**

**Impact Fees**

**Bond/Loan Proceeds**

**Grant**

**Agency: CDBG**

Application proposed

Application submitted

Approved, subject to funding

Grant awarded

Grant accepted

**Other:**

Funding proposed

Funding committed

<sup>1</sup> Potential = potential source of funding, but not yet secured

<sup>2</sup> In-hand = funding secured

**CITY OF LAKE WALES  
Five Year Capital Improvement Plan  
FY 2016/17 - FY 2020/21**

**Department:** Public Works - Utilities - Wastewater Division

**Fund:** 403 Utilities

**Project/Item:** Sewer Improvements - Unsewered Areas

**Function:** 530 Physical Environment

**Funding Source:** City

**Asset Type:** 663 Improvements  
Other Than Buildings

**Cost Schedule:**

Year	City	County	State	Federal	Other	Total
16/17	500,000					500,000
17/18	400,000					400,000
18/19	500,000					500,000
19/20						0
20/21						0
<b>TOTAL</b>	<b>1,400,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1,400,000</b>

**Description:**

To service areas not currently sewered. Project could be both CDBG and SRF fundable.-Bel Omnbre to be connected to city sewer as part of the Heartland Community off site connection. Staff evaluating additional areas within the city limit that are still not on city sewer. \$200,000 Carry forward from 15-16

**Source of Funding**

potential<sup>1</sup>  in-hand<sup>2</sup>

**Operating Revenues**

**Tax Increment Revenues**

**Impact Fees**

**Bond/Loan Proceeds**

**Grant**

**Agency: CDBG**

Application proposed

Application submitted

Approved, subject to funding

Grant awarded

Grant accepted

**Other:**

Funding proposed

Funding committed

<sup>1</sup> Potential = potential source of funding, but not yet secured

<sup>2</sup> In-hand = funding secured

**CITY OF LAKE WALES**  
**Five Year Capital Improvement Plan**  
**FY 2016/17 - FY 2020/21**

**Department:** Public Works - Utilities - Wastewater Division

**Fund:** 403 Utilities

**Project/Item:** Sewer Lines - Sliplining

**Function:** 530 Physical Environment

**Funding Source:** City

**Asset Type:** 663 Improvements  
Other Than Buildings

**Cost Schedule:**

Year	City	County	State	Federal	Other	Total
16/17	300,000					300,000
17/18						0
18/19	300,000					300,000
19/20						0
20/21	500,000					500,000
<b>TOTAL</b>	<b>1,100,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1,100,000</b>

**Description:**

Lining of deteriorating sewer lines where line replacement is not feasible. The amount budgeted would allow for the lining of the main line, service lines, and manholes in the entire area.

**Source of Funding**

potential<sup>1</sup>  in-hand<sup>2</sup>

**Operating Revenues**

**Tax Increment Revenues**

**Impact Fees**

**Bond/Loan Proceeds - CRA**

**Grant**

**Agency:**

Application proposed

Application submitted

Approved, subject to funding

Grant awarded

Grant accepted

**Other:**

Funding proposed

Funding committed

<sup>1</sup> Potential = potential source of funding, but not yet secured

<sup>2</sup> In-hand = funding secured

**CITY OF LAKE WALES**  
**Five Year Capital Improvement Plan**  
**FY 2016/17 - FY 2020/21**

**Department:** Public Works - Utilities - Water Division

**Fund:** 403 Utilities

**Project/Item:** Storage Tank/Ground - Water

**Function:** 530 Physical Environment

**Funding Source:** City

**Asset Type:** 663 Improvements  
Other Than Buildings

**Cost Schedule:**

Year	City	County	State	Federal	Other	Total
16/17	1,000,000					1,000,000
17/18						0
18/19						0
19/20						0
20/21						0
<b>TOTAL</b>	<b>1,000,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1,000,000</b>

**Description:**

Engineering of standard concrete tank for redundancy and added storage at the High School Water Treatment Plant. New tank is to be same size as current tank on site which is a .4 MGD tank.

**Source of Funding**

potential<sup>1</sup>  in-hand<sup>2</sup>

**Operating Revenues**

**Tax Increment Revenues**

**Impact Fees**

**Bond/Loan Proceeds**

**Grant**

**Agency:**

Application proposed

Application submitted

Approved, subject to funding

Grant awarded

Grant accepted

**Other:**

Funding proposed

Funding committed

<sup>1</sup> Potential = potential source of funding, but not yet secured

<sup>2</sup> In-hand = funding secured

**CITY OF LAKE WALES  
Five Year Capital Improvement Plan  
FY 2016/17 - FY 2020/21**

**Department:** Public Works - Utilities - Wastewater Division

**Fund:** 403 Utilities

**Project/Item:** Utilities Transmission Systems - S.R. 60 W.

**Function:** 530 Physical Environment

**Funding Source:** City

**Asset Type:** 663 Improvements  
Other Than Buildings

**Cost Schedule:**

Year	City	County	State	Federal	Other	Total
16/17	6,176,000					6,176,000
17/18						0
18/19						0
19/20						0
20/21						0
<b>TOTAL</b>	<b>6,176,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>6,176,000</b>

**Description:**

Design, permitting, bidding and construction management for the West S.R. 60 water transmission and wastewater collection systems. \$2,601,000.00 carried forward from 15-16 budget year.

**Source of Funding**

potential<sup>1</sup>  in-hand<sup>2</sup>

**Operating Revenues**

**Tax Increment Revenues**

**Impact Fees**

**Bond/Loan Proceeds**

**Grant**

**Agency: CDBG, EDA**

Application proposed

Application submitted

Approved, subject to funding

Grant awarded

Grant accepted

**Other:**

Funding proposed

Funding committed

<sup>1</sup> Potential = potential source of funding, but not yet secured

<sup>2</sup> In-hand = funding secured

**CITY OF LAKE WALES**  
**Five Year Capital Improvement Plan**  
**FY 2016/17 - FY 2020/21**

**Department:** Public Works - Utilities - Wastewater Division

**Fund:** 403 Utilities

**Project/Item:** Wastewater Treatment Plant Expansion

**Function:** 530 Physical Environment

**Funding Source:** City

**Asset Type:** 663 Improvements  
Other Than Buildings

**Cost Schedule:**

Year	City	County	State	Federal	Other	Total
16/17						0
17/18						0
18/19	75,000					75,000
19/20	5,000,000					5,000,000
20/21						0
<b>TOTAL</b>	<b>5,075,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>5,075,000</b>

**Description:**

Begin modular expansion of Wastewater Treatment Plant. Scheduling of phases is dependent on growth requirements. The plant current permitted capacity is 2.19 MGD. Available capacity is .789 MGD. An expansion would be required provided all approved development is constructed. APPROXIMATELY 36% OF CAPACITY AVAILABLE.

**Source of Funding**

potential<sup>1</sup>  in-hand<sup>2</sup>

**Operating Revenues**

**Tax Increment Revenues**

**Impact Fees**

**Bond/Loan Proceeds (SRF)**

**Grant**

**Agency:**

Application proposed

Application submitted

Approved, subject to funding

Grant awarded

Grant accepted

**Other:**

Funding proposed

Funding committed

<sup>1</sup> Potential = potential source of funding, but not yet secured

<sup>2</sup> In-hand = funding secured

**CITY OF LAKE WALES  
Five Year Capital Improvement Plan  
FY 2016/17 - FY 2020/21**

**Department:** Public Works - Utilities - Water Division

**Fund:** 403 Utilities

**Project/Item:** Water Line (Galvanized) Replacement

**Function:** 530 Physical Environment

**Funding Source:** City

**Asset Type:** 663 Improvements  
Other Than Buildings

**Cost Schedule:**

Year	City	County	State	Federal	Other	Total
16/17	410,000					410,000
17/18	250,000					250,000
18/19	250,000					250,000
19/20	250,000					250,000
20/21	250,000					250,000
<b>TOTAL</b>	<b>1,410,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1,410,000</b>

**Description:**

**15-16** Replacing 800' of 2" galvanized with 4" HDPE on Highview Dr, Replace 400' of 2" galvanized on Stuart Avenue, from First St to Market St. replace 660' of 2" galvanized water line on Orange Ave from Wetmore Street to MLK Jr Blvd. replace 2" galvanized ware line on Crystal Ave from Phillips St to MLK Jr. Blvd. Will relocate meters and water mains to the from of the houses where it applies. Additional area maybe completed is budget allows. \$160,000 carried forward from 15-16

**Source of Funding**

potential<sup>1</sup>  in-hand<sup>2</sup>

**Operating Revenues**

**Tax Increment Revenues**

**Impact Fees**

**Bond/Loan Proceeds**

**Grant**

**Agency:**

Application proposed

Application submitted

Approved, subject to funding

Grant awarded

Grant accepted

**Other:**

Funding proposed

Funding committed

<sup>1</sup> Potential = potential source of funding, but not yet secured

<sup>2</sup> In-hand = funding secured

**CITY OF LAKE WALES**  
**Five Year Capital Improvement Plan**  
**FY 2016/17 - FY 2020/21**

**Department:** Public Works - Utilities - Water Division

**Fund:** 403 Utilities

**Project/Item:** US 27 South Extension

**Function:** 530 Physical Environment

**Funding Source:** City

**Asset Type:** 663 Improvements  
Other Than Buildings

**Cost Schedule:**

Year	City	County	State	Federal	Other	Total
16/17						0
17/18						0
18/19						0
19/20	250,000					250,000
20/21	1,500,000					1,500,000
<b>TOTAL</b>	<b>1,750,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1,750,000</b>

**Description:**

Extension of water utilites down 27 south to service new annexations.

**Source of Funding**

potential<sup>1</sup>  in-hand<sup>2</sup>

**Operating Revenues**

**Tax Increment Revenues**

**Impact Fees**

**Bond/Loan Proceeds**

**Grant**

**Agency:**

Application proposed

Application submitted

Approved, subject to funding

Grant awarded

Grant accepted

**Other:**

Funding proposed

Funding committed

<sup>1</sup> Potential = potential source of funding, but not yet secured

<sup>2</sup> In-hand = funding secured

**CITY OF LAKE WALES**  
**Five Year Capital Improvement Plan**  
**FY 2016/17 - FY 2020/21**

**Department:** Public Works - Utilities - Water Division

**Fund:** 403 Utilities

**Project/Item:** Tank and Water Main Extension SR 17

**Function:** 530 Physical Environment

**Funding Source:** City

**Asset Type:** 664 Equipment

**Cost Schedule:**

Year	City	County	State	Federal	Other	Total
16/17						0
17/18						0
18/19						0
19/20	500,000					500,000
20/21	2,000,000					2,000,000
<b>TOTAL</b>	<b>2,500,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>2,500,000</b>

**Description:**

Extension of water main and tank construction for the Northern city utility boundary. The extension would begin at Mountain Lake Cut-off road and go to CF Kinney. This is to be done to alleviate the low pressure low volume conditions that currently exist in the area due to the all new development that has gone in that part of the city.

**Source of Funding**

potential<sup>1</sup>  in-hand<sup>2</sup>

**Operating Revenues**

**Tax Increment Revenues**

**Impact Fees**

**Financing/Lease Proceeds**

**Grant**

**Agency:**

Application proposed

Application submitted

Approved, subject to funding

Grant awarded

Grant accepted

**Other:**

Funding proposed

Funding committed

<sup>1</sup> Potential = potential source of funding, but not yet secured

<sup>2</sup> In-hand = funding secured

**CITY OF LAKE WALES  
Five Year Capital Improvement Plan  
FY 2016/17 - FY 2020/21**

**Department:** Public Works - Utilities - Water/Wastewater Division

**Fund:** 403 Utilities

**Project/Item:** Utilities Equipment - Misc.

**Function:** 530 Physical Environment

**Funding Source:** City

**Asset Type:** 664 Equipment

**Cost Schedule:**

Year	City	County	State	Federal	Other	Total
16/17	155,000					155,000
17/18						0
18/19						0
19/20						0
20/21	200,000					200,000
<b>TOTAL</b>	<b>355,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>355,000</b>

**Description:**

Miscellaneous items of equipment needed in water and wastewater operations. Water Vac trailer with valve exerciser-This piece of equipment is used to pump the water out of a hole resulting from line breaks to avoid using the waste water vector truck and to avoid possible contamination of the potable water system.-\$50,000 90 hp enclosed cab Tractor and hydraulic disc and tiller for the maintenance of the rib sites-\$50,000. Bush hog mower for the tractor-\$20,000. Lawn mower for mowing of the other waste water facilities. -\$15,000-Replace all lawn equipment for the water division-\$20,000(Mower, Blower, Edger, Weed Eater).

**Source of Funding**

potential<sup>1</sup>  in-hand <sup>2</sup>

**Operating Revenues**

**Tax Increment Revenues**

**Impact Fees**

**Financing/Lease Proceeds**

**Grant**

**Agency:**

Application proposed

Application submitted

Approved, subject to funding

Grant awarded

Grant accepted

**Other:**

Funding proposed

Funding committed

<sup>1</sup> Potential = potential source of funding, but not yet secured

<sup>2</sup> In-hand = funding secured

**CITY OF LAKE WALES**  
**Five Year Capital Improvement Plan**  
**FY 2016/17 - FY 2020/21**

**Department:** Public Works - Utilities - Wastewater Division

**Fund:** 403 Utilities

**Project/Item:** Utility Vehicles

**Function:** 530 Physical Environment

**Funding Source:** City

**Asset Type:** 664 Equipment

**Cost Schedule:**

Year	City	County	State	Federal	Other	Total
16/17						0
17/18	75,000					75,000
18/19						0
19/20	75,000					75,000
20/21						0
<b>TOTAL</b>	<b>150,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>150,000</b>

**Description:**

Replacement of aging vehicles used in the day to day operation of the utility system. It is the departments intention to purchases the needed vehicles on the lease purchase option.

**Source of Funding**

potential<sup>1</sup>  in-hand<sup>2</sup>

**Operating Revenues**

**Tax Increment Revenues**

**Impact Fees**

**Financing/Lease Proceeds**

**Grant**

**Agency:**

Application proposed

Application submitted

Approved, subject to funding

Grant awarded

Grant accepted

**Other:**

Funding proposed

Funding committed

<sup>1</sup> Potential = potential source of funding, but not yet secured

<sup>2</sup> In-hand = funding secured

**CITY OF LAKE WALES  
Five Year Capital Improvement Plan  
FY 2016/17 - FY 2020/21**

**Department:** Public Works - Utilities - Water Division

**Fund:** 403 Utilities

**Project/Item:** BCR System

**Function:** 530 Physical Environment

**Funding Source:** City

**Asset Type:** 665 Other Capital

**Cost Schedule:**

Year	City	County	State	Federal	Other	Total
16/17	60,000					60,000
17/18						0
18/19						0
19/20						0
20/21						0
<b>TOTAL</b>	<b>60,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>60,000</b>

**Description:**

A new chemical process to convert sludge into a Class B product.

**Source of Funding**

potential<sup>1</sup>  in-hand<sup>2</sup>

**Operating Revenues**

**Tax Increment Revenues**

**Impact Fees**

**Financing/Lease Proceeds**

**Grant**

**Agency:**

Application proposed

Application submitted

Approved, subject to funding

Grant awarded

Grant accepted

**Other:**

Funding proposed

Funding committed

<sup>1</sup> Potential = potential source of funding, but not yet secured

<sup>2</sup> In-hand = funding secured

**CITY OF LAKE WALES**  
**Five Year Capital Improvement Plan**  
**FY 2016/17 - FY 2020/21**

**Department:** Public Works - Utilities - Water Division

**Fund:** 403 Utilities

**Project/Item:** Clarifer Tank Covers

**Function:** 530 Physical Environment

**Funding Source:** City

**Asset Type:** 665 Other Capital

**Cost Schedule:**

Year	City	County	State	Federal	Other	Total
16/17	80,000					80,000
17/18						0
18/19						0
19/20						0
20/21						0
<b>TOTAL</b>	<b>80,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>80,000</b>

**Description:**

launder cover for two 65" diameter clarifier tank

**Source of Funding**

potential<sup>1</sup>  in-hand<sup>2</sup>

**Operating Revenues**

**Tax Increment Revenues**

**Impact Fees**

**Financing/Lease Proceeds**

**Grant**

**Agency:**

Application proposed

Application submitted

Approved, subject to funding

Grant awarded

Grant accepted

**Other:**

Funding proposed

Funding committed

<sup>1</sup> Potential = potential source of funding, but not yet secured

<sup>2</sup> In-hand = funding secured

**CITY OF LAKE WALES  
Five Year Capital Improvement Plan  
FY 2016/17 - FY 2020/21**

**Department:** Public Works - Utilities - Wastewater Division

**Fund:** 403 Utilities

**Project/Item:** Infiltration & Intrusion Study

**Function:** 530 Physical Environment

**Funding Source:** City

**Asset Type:** 665 Other Capital

**Cost Schedule:**

Year	City	County	State	Federal	Other	Total
16/17						0
17/18	223,000					223,000
18/19						0
19/20						0
20/21						0
<b>TOTAL</b>	<b>223,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>223,000</b>

**Description:**

Infiltration and intrusion study to identify additional problems in sewer system.-City staff will self evaluate utilizing the Trimble GIS and the camera viewing equipment to determine if this study will need to be completed. Staff intends to use the above referenced equipment in an attempt to avoid hiring an outside consultant.

**Source of Funding**

potential<sup>1</sup>  in-hand<sup>2</sup>

**Operating Revenues**

**Tax Increment Revenues**

**Impact Fees**

**Bond/Loan Proceeds**

**Grant**

**Agency:**

Application proposed

Application submitted

Approved, subject to funding

Grant awarded

Grant accepted

**Other:**

Funding proposed

Funding committed

<sup>1</sup> Potential = potential source of funding, but not yet secured

<sup>2</sup> In-hand = funding secured

**CITY OF LAKE WALES**  
**Five Year Capital Improvement Plan**  
**FY 2016/17 - FY 2020/21**

**Department:** Public Works - Utilities - Wastewater Division

**Fund:** 403 Utilities

**Project/Item:** Master Plan - Wastewater Collection Sys

**Function:** 530 Physical Environment

**Funding Source:** City

**Asset Type:** 665 Other Capital

**Cost Schedule:**

Year	City	County	State	Federal	Other	Total
16/17	75,000					75,000
17/18						0
18/19						0
19/20						0
20/21						0
<b>TOTAL</b>	<b>75,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>75,000</b>

**Description:**

Engineering study to determine the location, method and cost of needed repairs for the older parts of the sewer infrastructure.

**Source of Funding**

potential<sup>1</sup>  in-hand<sup>2</sup>

**Operating Revenues**

**Tax Increment Revenues**

**Impact Fees**

**Bond/Loan Proceeds**

**Grant**

**Agency:**

Application proposed

Application submitted

Approved, subject to funding

Grant awarded

Grant accepted

**Other:**

Funding proposed

Funding committed

<sup>1</sup> Potential = potential source of funding, but not yet secured

<sup>2</sup> In-hand = funding secured

# CITY OF LAKE WALES

## Five Year Capital Improvement Plan

### FY 2016/17 - FY 2020/21

**Department:** Public Works - Utilities - Water Division

**Fund:** 403 Utilities

**Project/Item:** Master Plan-Water Distribution System

**Function:** 530 Physical Environment

**Funding Source:** City

**Asset Type:** 665 Other Capital

**Cost Schedule:**

Year	City	County	State	Federal	Other	Total
16/17						0
17/18	50,000					50,000
18/19						0
19/20						0
20/21						0
<b>TOTAL</b>	<b>50,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>50,000</b>

**Description:**

The city's current master plan studies are out dated and were last done in 2006. Several improvements and several developments have been added to the system since the last study was done. A master study will aide staff in the planning and continued expansion of the utility system.

**Source of Funding**

potential<sup>1</sup>  in-hand<sup>2</sup>

**Operating Revenues**

**Tax Increment Revenues**

**Impact Fees**

**Bond/Loan Proceeds**

**Grant**

**Agency:**

Application proposed

Application submitted

Approved, subject to funding

Grant awarded

Grant accepted

**Other:**

Funding proposed

Funding committed

<sup>1</sup> Potential = potential source of funding, but not yet secured

<sup>2</sup> In-hand = funding secured

# **Public Works/ Facilities Maintenance**

**5 Year Capital Improvement Plan FY 2016/17 - 2020/21**

**Department: Support Services/Facilities Maintenance**

**Type: Buildings**  
**Function: 510 General Government**

Description	Dept.	Function Code	Asset Type	Impact Fee Elig.	Grant/ Financing	Funding Sources					Fiscal Year					5-YEAR TOTAL	
						City	County	State	Federal	Other	TOTAL	16/17	17/18	18/19	19/20		20/21
1 Municipal Adm Bldg. - Painting Interior	Fac. Maint.	510	B			41,000					41,000		41,000				41,000
2 Municipal Complex Bldgs - Painting Exterior	Fac. Maint.	510	B			180,000					180,000		180,000				180,000
3 Municipal Complex Bldgs - A/C Units	Fac. Maint.	510	B			40,000					40,000	20,000	20,000				40,000
4 Skylight/Roof Repair	Fac. Maint.	510	B			30,000					30,000	30,000					30,000
5 Stuart House Improvements	Fac. Maint.	510	B			175,000					175,000			175,000			175,000
6 Roof Replacement	Fleet Maint.	510	B			25,000					25,000	25,000					25,000
<b>SUBTOTAL BUILDINGS</b>						491,000					491,000	75,000	241,000	175,000			491,000

**Type: Equipment**  
**Function: 510 General Government**

Description	Dept.	Function Code	Asset Type	Impact Fee Elig.	Grant/ Financing	Funding Sources					Fiscal Year					5-YEAR TOTAL	
						City	County	State	Federal	Other	TOTAL	16/17	17/18	18/19	19/20		20/21
7 Air Curtain - Municipal Adm Bldg	Fac. Maint.	510	E			3,000					3,000		3,000				3,000
8 Carpet - Municipal Adm Bldg	Mun. Adm	510	E			100,000					100,000		100,000				100,000
9 Generator - Emergency Portable	Fac. Maint.	510	E			50,000					50,000		50,000				50,000
10 Generator - Municipal Adm Bldg	Fac. Maint.	510	E			75,000					75,000		75,000				75,000
11 Pressure Washer/Sidewalk Cleaner	Fac. Maint.	510	E			2,300					2,300	2,300					2,300
12 Vehicle - Ford Escape	Fac. Maint.	510	E			19,200					19,200		19,200				19,200
<b>SUBTOTAL EQUIPMENT</b>						249,500					249,500	2,300	247,200				249,500

<b>TOTAL DEPARTMENT</b>						740,500					740,500	77,300	488,200	175,000			740,500
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**CITY OF LAKE WALES**  
**Five Year Capital Improvement Plan**  
**FY 2016/17 - FY 2020/21**

**Department:** Facilities Maintenance

**Fund:** 001 General Fund

**Project/Item:** Municipal Adm Bldg. - Painting Interior

**Function:** 510 General Government

**Funding Source:** City

**Asset Type:** 662 Buildings

**Cost Schedule:**

Year	City	County	State	Federal	Other	Total
16/17						0
17/18	41,000					41,000
18/19						0
19/20						0
20/21						0
<b>TOTAL</b>	<b>41,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>41,000</b>

**Description:**

Repainting of interior of Municipal Administration Building originally painted in 1998.

**Source of Funding**

potential<sup>1</sup>  in-hand<sup>2</sup>

**Operating Revenues**

**Tax Increment Revenues**

**Impact Fees**

**Bond/Loan Proceeds**

**Grant**

**Agency:**

Application proposed

Application submitted

Approved, subject to funding

Grant awarded

Grant accepted

**Other:**

Funding proposed

Funding committed

<sup>1</sup> Potential = potential source of funding, but not yet secured

<sup>2</sup> In-hand = funding secured

**CITY OF LAKE WALES**  
**Five Year Capital Improvement Plan**  
**FY 2016/17 - FY 2020/21**

**Department:** Facilities Maintenance

**Fund:** 001 General Fund

**Project/Item:** Municipal Complex Bldgs - Painting Exterior

**Function:** 510 General Government

**Funding Source:** City

**Asset Type:** 662 Buildings

**Cost Schedule:**

Year	City	County	State	Federal	Other	Total
16/17						0
17/18	180,000					180,000
18/19						0
19/20						0
20/21						0
<b>TOTAL</b>	<b>180,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>180,000</b>

**Description:**

Repainting of exterior of Municipal Administration Building and Fire Station originally painted in 1998-1999.

**Source of Funding**

potential<sup>1</sup>  in-hand<sup>2</sup>

**Operating Revenues**

**Tax Increment Revenues**

**Impact Fees**

**Bond/Loan Proceeds**

**Grant**

**Agency:**

Application proposed

Application submitted

Approved, subject to funding

Grant awarded

Grant accepted

**Other:**

Funding proposed

Funding committed

<sup>1</sup> Potential = potential source of funding, but not yet secured

<sup>2</sup> In-hand = funding secured

**CITY OF LAKE WALES**  
**Five Year Capital Improvement Plan**  
**FY 2016/17 - FY 2020/21**

**Department:** Facilities Maintenance

**Fund:** 001 General Fund

**Project/Item:** Municipal Complex Bldgs - A/C Units

**Function:** 510 General Government

**Funding Source:** City

**Asset Type:** 662 Buildings

**Cost Schedule:**

Year	City	County	State	Federal	Other	Total
16/17	20,000					20,000
17/18	20,000					20,000
18/19						0
19/20						0
20/21						0
<b>TOTAL</b>	<b>40,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>40,000</b>

**Description:**

Replace A/C unit of Municipal Administration Building. This unit was originally installed when the building was constructed.

**Source of Funding**

potential<sup>1</sup>  in-hand<sup>2</sup>

**Operating Revenues**

**Tax Increment Revenues**

**Impact Fees**

**Bond/Loan Proceeds**

**Grant**

**Agency:**

Application proposed

Application submitted

Approved, subject to funding

Grant awarded

Grant accepted

**Other:**

Funding proposed

Funding committed

<sup>1</sup> Potential = potential source of funding, but not yet secured

<sup>2</sup> In-hand = funding secured

**CITY OF LAKE WALES**  
**Five Year Capital Improvement Plan**  
**FY 2016/17 - FY 2020/21**

**Department:** Facilities Maintenance

**Fund:** 001 General Fund

**Project/Item:** Skylight/Roof Repair

**Function:** 510 General Government

**Funding Source:** City

**Asset Type:** 662 Buildings

**Cost Schedule:**

Year	City	County	State	Federal	Other	Total
16/17	30,000					30,000
17/18						0
18/19						0
19/20						0
20/21						0
<b>TOTAL</b>	<b>30,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>30,000</b>

**Description:**

Skylight/Roofing repairs are needed at the CSX facility. The skylight is glass and periodically rocks are thrown through the glass. Staff recommends removal of the skylight and roofing over.

**Source of Funding**

potential<sup>1</sup>  in-hand<sup>2</sup>

**Operating Revenues**

**Tax Increment Revenues**

**Impact Fees**

**Bond/Loan Proceeds**

**Grant**

**Agency:**

Application proposed

Application submitted

Approved, subject to funding

Grant awarded

Grant accepted

**Other:**

Funding proposed

Funding committed

<sup>1</sup> Potential = potential source of funding, but not yet secured

<sup>2</sup> In-hand = funding secured

**CITY OF LAKE WALES**  
**Five Year Capital Improvement Plan**  
**FY 2016/17 - FY 2020/21**

**Department:** Facilities Maintenance

**Fund:** 001 General Fund

**Project/Item:** Stuart House Improvements

**Function:** 510 General Government

**Funding Source:** City

**Asset Type:** 662 Buildings

**Cost Schedule:**

Year	City	County	State	Federal	Other	Total
16/17						0
17/18						0
18/19	175,000					175,000
19/20						0
20/21						0
<b>TOTAL</b>	<b>175,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>175,000</b>

**Description:**

ADA ramp replacement, exterior/interior painting, a new roof, plumbing, electrical and flooring replacements are needed to rehabilitate this aging facility.

**Source of Funding**

potential<sup>1</sup>  in-hand<sup>2</sup>

**Operating Revenues**

**Tax Increment Revenues**

**Impact Fees**

**Bond/Loan Proceeds**

**Grant**

**Agency:**

Application proposed

Application submitted

Approved, subject to funding

Grant awarded

Grant accepted

**Other:**

Funding proposed

Funding committed

<sup>1</sup> Potential = potential source of funding, but not yet secured

<sup>2</sup> In-hand = funding secured

**CITY OF LAKE WALES**  
**Five Year Capital Improvement Plan**  
**FY 2016/17 - FY 2020/21**

**Department:** Facilities Maintenance

**Fund:** 001 General Fund

**Project/Item:** Roof Replacement

**Function:** 510 General Government

**Funding Source:** City

**Asset Type:** 662 Buildings

**Cost Schedule:**

Year	City	County	State	Federal	Other	Total
16/17	25,000					25,000
17/18						0
18/19						0
19/20						0
20/21						0
<b>TOTAL</b>	<b>25,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>25,000</b>

**Description:**

Roof Replacement at the Fleet facility.

**Source of Funding**

potential<sup>1</sup>  in-hand<sup>2</sup>

**Operating Revenues**

**Tax Increment Revenues**

**Impact Fees**

**Bond/Loan Proceeds**

**Grant**

**Agency:**

Application proposed

Application submitted

Approved, subject to funding

Grant awarded

Grant accepted

**Other:**

Funding proposed

Funding committed

<sup>1</sup> Potential = potential source of funding, but not yet secured

<sup>2</sup> In-hand = funding secured

**CITY OF LAKE WALES**  
**Five Year Capital Improvement Plan**  
**FY 2016/17 - FY 2020/21**

**Department:** Facilities Maintenance

**Fund:** 001 General Fund

**Project/Item:** Air Curtain - Municipal Adm Bldg

**Function:** 510 General Government

**Funding Source:** City

**Asset Type:** 664 Equipment

**Cost Schedule:**

Year	City	County	State	Federal	Other	Total
16/17						0
17/18	3,000					3,000
18/19						0
19/20						0
20/21						0
<b>TOTAL</b>	<b>3,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>3,000</b>

**Description:**

Installation of an air curtain at entrance of Municipal Administration Building to improve energy efficiency and reduce cold air intrusion into lobby during cold months.

**Source of Funding**

potential<sup>1</sup>  in-hand<sup>2</sup>

**Operating Revenues**

**Tax Increment Revenues**

**Impact Fees**

**Financed/Leased**

**Grant**

**Agency:**

Application proposed

Application submitted

Approved, subject to funding

Grant awarded

Grant accepted

**Other:**

Funding proposed

Funding committed

<sup>1</sup> Potential = potential source of funding, but not yet secured

<sup>2</sup> In-hand = funding secured

**CITY OF LAKE WALES**  
**Five Year Capital Improvement Plan**  
**FY 2016/17 - FY 2020/21**

**Department:** Facilities Maintenance

**Fund:** 001 General Fund

**Project/Item:** Carpet - Municipal Adm Bldg

**Function:** 510 General Government

**Funding Source:** City

**Asset Type:** 664 Equipment

**Cost Schedule:**

Year	City	County	State	Federal	Other	Total
16/17						0
17/18	100,000					100,000
18/19						0
19/20						0
20/21						0
<b>TOTAL</b>	<b>100,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>100,000</b>

**Description:**

Replacement of carpet in Municipal Administration Building. Existing carpet was installed in 1998.

**Source of Funding**

potential<sup>1</sup>  in-hand<sup>2</sup>

**Operating Revenues**

**Tax Increment Revenues**

**Impact Fees**

**Financed/Leased**

**Grant**

**Agency:**

Application proposed

Application submitted

Approved, subject to funding

Grant awarded

Grant accepted

**Other:**

Funding proposed

Funding committed

<sup>1</sup> Potential = potential source of funding, but not yet secured

<sup>2</sup> In-hand = funding secured

**CITY OF LAKE WALES**  
**Five Year Capital Improvement Plan**  
**FY 2016/17 - FY 2020/21**

**Department:** Facilities Maintenance

**Fund:** 001 General Fund

**Project/Item:** Generator - Emergency Portable

**Function:** 510 General Government

**Funding Source:** City

**Asset Type:** 664 Equipment

**Cost Schedule:**

Year	City	County	State	Federal	Other	Total
16/17						0
17/18	50,000					50,000
18/19						0
19/20						0
20/21						0
<b>TOTAL</b>	<b>50,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>50,000</b>

**Description:**

Purchase of a portable emergency generator that will be used to provide electrical service to the Austin Community Center or other city facilities on an emergency basis. Field personnel will operate out of the Austin Center during emergency operations.

**Source of Funding**

potential<sup>1</sup>  in-hand<sup>2</sup>

**Operating Revenues**

**Tax Increment Revenues**

**Impact Fees**

**Financed/Leased**

**Grant**

**Agency:**

Application proposed

Application submitted

Approved, subject to funding

Grant awarded

Grant accepted

**Other:**

Funding proposed

Funding committed

<sup>1</sup> Potential = potential source of funding, but not yet secured

<sup>2</sup> In-hand = funding secured

**CITY OF LAKE WALES**  
**Five Year Capital Improvement Plan**  
**FY 2016/17 - FY 2020/21**

**Department:** Facilities Maintenance

**Fund:** 001 General Fund

**Project/Item:** Generator - Municipal Adm Bldg

**Function:** 510 General Government

**Funding Source:** City

**Asset Type:** 664 Equipment

**Cost Schedule:**

Year	City	County	State	Federal	Other	Total
16/17						0
17/18	75,000					75,000
18/19						0
19/20						0
20/21						0
<b>TOTAL</b>	<b>75,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>75,000</b>

**Description:**

Purchase of a generator that will be used to provide electrical service to the Municipal Administration Building on an emergency basis. Additionally, the administration will benefit throughout the year as power outages are common. The electricity produced by the generator will allow the employees to continue working during a power outage scenario.

**Source of Funding**

potential<sup>1</sup>  in-hand<sup>2</sup>

**Operating Revenues**

**Tax Increment Revenues**

**Impact Fees**

**Financed/Leased**

**Grant**

**Agency:**

Application proposed

Application submitted

Approved, subject to funding

Grant awarded

Grant accepted

**Other:**

Funding proposed

Funding committed

<sup>1</sup> Potential = potential source of funding, but not yet secured

<sup>2</sup> In-hand = funding secured

**CITY OF LAKE WALES**  
**Five Year Capital Improvement Plan**  
**FY 2016/17 - FY 2020/21**

**Department:** Facilities Maintenance

**Fund:** 001 General Fund

**Project/Item:** Pressure Washer/Sidewalk Cleaner

**Function:** 510 General Government

**Funding Source:** City

**Asset Type:** 664 Equipment

**Cost Schedule:**

Year	City	County	State	Federal	Other	Total
16/17	2,300					2,300
17/18						0
18/19						0
19/20						0
20/21						0
<b>TOTAL</b>	<b>2,300</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>2,300</b>

**Description:**

A new pressure washer and sidewalk cleaner is needed to clean the sidewalks at City Facilities

**Source of Funding**

potential<sup>1</sup>  in-hand<sup>2</sup>

**Operating Revenues**

**Tax Increment Revenues**

**Impact Fees**

**Financed/Leased**

**Grant**

**Agency:**

Application proposed

Application submitted

Approved, subject to funding

Grant awarded

Grant accepted

**Other:**

Funding proposed

Funding committed

<sup>1</sup> Potential = potential source of funding, but not yet secured

<sup>2</sup> In-hand = funding secured

**CITY OF LAKE WALES**  
**Five Year Capital Improvement Plan**  
**FY 2016/17 - FY 2020/21**

**Department:** Facilities Maintenance

**Fund:** 001 General Fund

**Project/Item:** Vehicle - Ford Escape

**Function:** 510 General Government

**Funding Source:** City

**Asset Type:** 664 Equipment

**Cost Schedule:**

Year	City	County	State	Federal	Other	Total
16/17						0
17/18	19,200					19,200
18/19						0
19/20						0
20/21						0
<b>TOTAL</b>	<b>19,200</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>19,200</b>

**Description:**

This vehicle will be used by all administrative staff in the admin building. The total purchase price is \$19,200. The vehicle will be leased for 60 months at a rate of \$333 per month. \$2,997 will cover the lease payments for 9 months.

**Source of Funding**

potential<sup>1</sup>  in-hand<sup>2</sup>

**Operating Revenues**

**Tax Increment Revenues**

**Impact Fees**

**Financed/Leased**

**Grant**

**Agency:**

Application proposed

Application submitted

Approved, subject to funding

Grant awarded

Grant accepted

**Other:**

Funding proposed

Funding committed

<sup>1</sup> Potential = potential source of funding, but not yet secured

<sup>2</sup> In-hand = funding secured

**MEMORANDUM**

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September 7, 2016

**TO:** Honorable Mayor and City Commission  
**VIA:** Kenneth Fields, City Manager  
**FROM:** Joe Jenkins, Fire Chief  
**RE:** Resolution 2016-22, Final Assessment Resolution for Fire Protection Assessments

**SYNOPSIS:** The adoption of Resolution 2016-13 established the methodology used to calculate the fire assessment rates. Adoption of Resolution 2016-22 will set the final assessment rates.

**RECOMMENDATION**

It is recommended that the City Commission set the final Fire Protection Assessment rates and adopt Final Assessment Resolution 2016-22 providing for Fire Protection Assessments for fiscal year beginning October 1, 2016.

**BACKGROUND**

On June 7, 2016, the City Commission adopted Resolution 2016-13 which set the initial Fire Protection Assessment rates. Resolution 2016-13 established the Fire Protection Assessment rates as follows:

<b>45.25% funding</b>	<b>\$1,024,904 estimated net revenue</b>
<b>Property Category</b>	<b>Assessment Rate</b>
Single-Family	Per dwelling unit \$146
Multi-Family	Per dwelling unit \$72
Mobile Home	Per dwelling unit \$129
<b>Property Category</b>	<b>Assessment Rate</b>
Commercial	Per Sq Ft \$.06
Industrial/Warehouse	Per Sq Ft \$.01
Institutional	Per Sq Ft \$.08

The above rate scenario added two additional residential categories that were not in the currently adopted Fire Protection Assessment. All categories with the exception of Industrial/Warehouse will see a reduction in fire assessment rates. The overall reduction in total estimated gross revenue will be \$249,524.

The City used the direct billing method for the fiscal year 15'16 which resulted in a collection rate of around 80%. With the property tax bill method the city anticipates a collection rate in the mid to high 90% range. This will result in nearly the same net revenue with a 12.25% reduction in the funding scenario.

### **OTHER OPTIONS**

Rely solely on ad valorem taxes to fund fire protection services, equipment and programs.

### **FISCAL IMPACT**

The Fire Protection Assessment will create a dedicated funding source for fire protection services. While the Fire Protection Assessment will not completely fund fire protection services, it will fund 45.25% of the fire department's budget.

### **ATTACHMENTS**

Resolution 2016-22

## RESOLUTION 2016-22

**A RESOLUTION OF THE CITY OF LAKE WALES, FLORIDA, RELATING TO THE PROVISION OF FIRE PROTECTION SERVICES, FACILITIES AND PROGRAMS IN THE CITY OF LAKE WALES, FLORIDA; ESTABLISHING THE RATE OF ASSESSMENT; CONFIRMING THE AMENDED AND RESTATED INITIAL ASSESSMENT RESOLUTION AND THE AMENDED AND RESTATED INITIAL ASSESSMENT RESOLUTION (CORRECTIVE); REIMPOSING FIRE PROTECTION ASSESSMENTS AGAINST ASSESSED PROPERTY LOCATED WITHIN THE CITY OF LAKE WALES FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2016; APPROVING THE ASSESSMENT ROLL; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Lake Wales, Florida, has enacted Ordinance No. 2008-26 (the "Ordinance"), which authorizes the imposition of Fire Protection Assessments for fire protection services, facilities, and programs against Assessed Property located within the City; and

**WHEREAS**, the reimposition of a Fire Protection Assessment for fire protection services, facilities, and programs each fiscal year is an equitable and efficient method of allocating and apportioning Fire Protection Assessed Costs among parcels of Assessed Property; and

**WHEREAS**, the City desires to reimpose a fire protection assessment program in the City using the procedures provided by the Ordinance, including the tax bill collection method for the Fiscal Year beginning October 1, 2016; and

**WHEREAS**, the City, on June 7, 2016, adopted Resolution No. 2016-13, (the "Amended and Restated Initial Assessment Resolution"); and

**WHEREAS**, the City, on June 14, 2016, adopted Resolution No. 2016-13(A), (the "Amended and Restated Initial Assessment Resolution (corrective)") for the purpose of correcting the date of the public hearing for adoption of the Final Assessment Resolution; and

**WHEREAS**, the Amended and Restated Initial Assessment Resolution contains a brief and general description of the fire protection services, facilities, and programs to be provided to Assessed Property; describes the method of apportioning the Fire

Protection Assessed Costs to compute the Fire Protection Assessment for fire protection services, facilities, and programs against Assessed Property; estimates rates of assessment; and directs the updating and preparation of the Assessment Roll and provision of the notice required by the Ordinance; and

**WHEREAS**, pursuant to the provisions of the Ordinance, the City is required to confirm or repeal the Amended and Restated Initial Assessment Resolution, as corrected, with such amendments as the City Commission deems appropriate, after hearing comments and objections of all interested parties; and

**WHEREAS**, the Assessment Roll has heretofore been made available for inspection by the public as required by the Ordinance; and

**WHEREAS**, notice of a public hearing has been published and mailed, as required by the terms of the Ordinance, which provides notice to all interested persons of an opportunity to be heard; an affidavit regarding the form of notice mailed being attached hereto as Appendix A and the proof of publication being attached hereto as Appendix B; and

**WHEREAS**, a public hearing was held on September 7, 2016, and comments and objections of all interested persons have been heard and considered as required by the terms of the Ordinance.

**NOW THEREFORE, BE IT ORDAINED by the City Commission of the City of Lake Wales, Florida:**

SECTION 1. **AUTHORITY.** This Resolution is adopted pursuant to Ordinance No. 2008-26; the Amended and Restated Initial Assessment Resolution (Resolution No. 2016-13); the Amended and Restated Initial Assessment Resolution (corrective) (Resolution No. 2016-13(A); Sections 166.021, 166.041, and 197.3632, Florida Statutes, and other applicable provisions of law.

SECTION 2. **DEFINITIONS AND INTERPRETATION.** This Resolution constitutes the Annual Rate Resolution as defined in the Ordinance. All capitalized terms in this Resolution shall have the meanings defined in the Ordinance, the Amended and Restated Initial Assessment Resolution, and the Amended and Restated Initial Assessment Resolution (corrective).

SECTION 3. **REIMPOSITION OF FIRE PROTECTION ASSESSMENTS.**

(A) The parcels of Assessed Property described in the Assessment Roll, which is hereby approved, are hereby found to be specially benefited by the provision of the fire protection services, facilities, and programs described or referenced in the Amended and Restated Initial Assessment Resolution, and the Amended and Restated Initial Assessment Resolution (corrective), in the amount of the Fire Protection

Assessment set forth in the updated Assessment Roll, a copy of which was present or available for inspection at the above referenced public hearing and is incorporated herein by reference. It is hereby ascertained, determined and declared that each parcel of Assessed Property within the City will be specially benefited by the City's provision of fire protection services, facilities, and programs in an amount not less than the Fire Protection Assessment for such parcel, computed in the manner set forth in the Amended and Restated Initial Assessment Resolution, and the Amended and Restated Initial Assessment Resolution (corrective). Adoption of this Annual Rate Resolution constitutes a legislative determination that all parcels assessed derive a special benefit in a manner consistent with the legislative declarations, determinations and findings as set forth in the Ordinance, the Amended and Restated Initial Assessment Resolution, and the Amended and Restated Initial Assessment Resolution (corrective), from the fire protection services, facilities, or programs to be provided and a legislative determination that the Fire Protection Assessments are fairly and reasonably apportioned among the properties that receive the special benefit as set forth in the Preliminary Rate Resolution.

(B) The method for computing Fire Protection Assessments described and referenced in the Amended and Restated Initial Assessment Resolution, as corrected, is hereby approved. The apportionment methodology described and adopted in the Amended and Restated Initial Assessment Resolution, as corrected, is hereby approved.

(C) For the Fiscal Year beginning October 1, 2016, the estimated Fire Protection Assessed Cost to be assessed is \$1,152,830.00. The Fire Protection Assessments to be assessed and apportioned among benefited parcels pursuant to the Cost Apportionment and Parcel Apportionment to generate the estimated Fire Protection Assessed Cost for the Fiscal Year commencing October 1, 2016, are hereby established as follows:

<b>Residential Property Use Categories</b>	<b>Rate Per Dwelling Unit</b>
Single-Family	\$146.00
Multi-Family	\$72.00
Mobile Home	\$129.00

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<b>Non-Residential Property Use Categories</b>	<b>Rate Per Square Foot</b>
Commercial	\$0.06
Industrial/Warehouse	\$0.01
Institutional	\$0.08

(D) The above rates of assessment are hereby approved. Fire Protection Assessments for fire protection services, facilities, and programs in the amounts set forth in the Fire Protection Assessment Roll, as herein approved, are hereby levied and imposed on all parcels of Assessed Property described in such Fire Protection Assessment Roll for the Fiscal Year beginning October 1, 2016.

(E) Institutional Property whose use is wholly exempt from ad valorem taxation under Florida law provides facilities and uses to their ownership, occupants, and membership as well as the public in general that otherwise might be requested or required to be provided by the City and such property uses serve a legitimate public purpose and provide a public benefit. Therefore, it is fair and reasonable not to impose Fire Services Assessments upon Buildings located upon such parcels of Institutional Property whose Building Use is wholly exempt from ad valorem taxation under Florida law. Accordingly, no Fire Services Assessments shall be imposed upon Institutional Buildings located upon a parcel of Institutional Property whose Building Use is wholly exempt from ad valorem taxation under Florida law.

(F) Government Property provides facilities and uses to the community, local constituents, and the public in general that serve a legitimate public purpose and provides a public benefit. Therefore, it is fair and reasonable not to impose Fire Services Assessments upon such parcels of Government Property.

(G) Government Property that is owned by federal government mortgage entities, such as the VA and HUD due to foreclosures, are not serving a governmental purpose or providing a public benefit but are instead being held by these federal government mortgage entities in a proprietary capacity. Accordingly, these properties shall not be considered Government Property for purposes of the Fire Services Assessments and shall not be afforded an exemption from the Fire Services Assessment that is granted to other Government Property.

(H) As authorized in Section 10.5-17 of the Ordinance, interim Fire Protection Assessments are also levied and imposed against all property for which a Certificate of Occupancy is issued after adoption of this Annual Rate Resolution based upon the rates of assessment approved herein.

(I) Fire Protection Assessments shall constitute a lien upon the Assessed Property so assessed equal in rank and dignity with the liens of all state, county, district or municipal taxes and other non-ad valorem assessments. Except as otherwise provided by law, such lien shall be superior in dignity to all other liens, titles and claims, until paid.

(J) The Fire Protection Assessment Roll, as herein approved, together with the correction of any errors or omissions as provided for in the Ordinance, shall be delivered to the Tax Collector for collection using the tax bill collection method in the manner prescribed by the Ordinance. The Assessment Roll, as delivered to the Tax Collector, shall be accompanied by a Certificate to Non-Ad Valorem Assessment Roll in substantially the form attached hereto as Appendix C.

SECTION 4. **EFFECT OF ADOPTION OF RESOLUTION.** The adoption of this Annual Rate Resolution shall be the final adjudication of the issues presented

(including, but not limited to, the determination of special benefit and fair apportionment to the Assessed Property, the method of apportionment and assessment, the rate of assessment, the Assessment Roll and the levy and lien of the Fire Protection Assessments), unless proper steps shall be initiated in a court of competent jurisdiction to secure relief within 20 days from the date of this Annual Rate Resolution.

SECTION 5. **CONFIRMATION OF AMENDED AND RESTATED INITIAL ASSESSMENTS RESOLUTIONS.** The Amended and Restated Initial Assessment Resolution and the Amended and Restated Initial Assessment Resolution (corrected) are hereby confirmed.

SECTION 6. **SEVERABILITY.** If any clause, section or other part of this Resolution shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered as eliminated and in no way affecting the validity of the other provisions of this Resolution.

SECTION 7. **EFFECTIVE DATE.** This Resolution shall take effect immediately upon its passage and adoption.

**PASSED** and **ORDAINED** this 7<sup>th</sup> day of September, 2016, by the City Commission of the City of Lake Wales, Florida, at a regular (rescheduled) Commission meeting.

\_\_\_\_\_  
Eugene L. Fultz, Mayor

ATTEST:

\_\_\_\_\_  
Clara VanBlargan, City Clerk

Approved as to form and legality:

\_\_\_\_\_  
Albert C. Galloway, Jr., City Attorney

**APPENDIX A**

**AFFIDAVIT REGARDING NOTICE MAILED TO PROPERTY OWNERS**

## **AFFIDAVIT OF MAILING**

BEFORE ME, the undersigned authority, personally appeared Kenneth Fields, who, after being duly sworn, deposes and says:

1. Kenneth Fields, as City Manager of the City of Lake Wales, Florida, ("City"), pursuant to the authority and direction received from the City Commission, timely directed the preparation of the Assessment Roll and the preparation, mailing, and publication of notices in accordance with the Fire Protection Assessment Ordinance adopted by the City on August 4, 2008, (the "Assessment Ordinance") and in conformance with the Amended and Restated Initial Rate Resolution adopted by the City on June 7, 2016, and the Amended and Restated Initial Rate Resolution (corrective) adopted by the City on June 14, 2016 (collectively the "Rate Resolutions"). The Rate Resolutions directed and authorized notice pursuant to the Uniform Assessment Collection Act as provided in Section 10.5-18 of the Assessment Ordinance.

2. In accordance with the Assessment Ordinance, Kenneth Fields timely provided all necessary information for notification of the Fire Protection Assessment to the Property Appraiser of Polk County to be included as part of the notice of proposed property taxes under Section 200.069, Florida Statutes, the truth-in-millage notification. The information provided to the Property Appraiser to be included on the truth-in-millage notification included the following: the purpose of the assessment; the total amount proposed to be levied against each parcel; the unit of measurement to be applied against each parcel to determine the assessment; the number of such units contained within each parcel; the total revenue the City expects to collect by the assessment; a statement that failure to pay the assessment will cause a tax certificate to be issued against the property

which may result in a loss of title; a statement that all affected property owners have a right to appear at the hearing and to file written objections with the local governing body within 20 days of the notice; and the date, time, and place of the hearing.

FURTHER AFFIANT SAYETH NAUGHT.

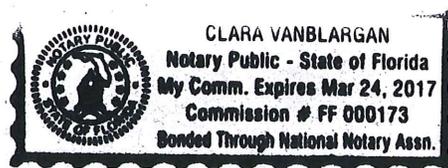
  
\_\_\_\_\_  
Kenneth Fields

STATE OF FLORIDA  
COUNTY OF POLK

The foregoing Affidavit of Mailing was sworn to and subscribed before me this 31<sup>st</sup> day of August, 2016, by Kenneth Fields, City Manager, City of Lake Wales, Florida. He is  personally known to me or  has produced \_\_\_\_\_ as identification and did take an oath.

  
\_\_\_\_\_  
Notary Public

My Commission Expires: 3/24/2017  
Commission No. FF 000173



**APPENDIX B**  
**AFFIDAVIT OF PUBLICATION**

**NOTICE OF HEARING TO IMPOSE AND PROVIDE FOR COLLECTION OF FIRE SERVICES SPECIAL ASSESSMENTS**

Notice is hereby given that the City Commission of the City of Lake Wales will conduct a public hearing to consider imposing fire services special assessments for the provision of fire protection services within the City for the Fiscal Year beginning October 1, 2016.

The hearing will be held at 6:00 p.m., or as soon thereafter as possible on **September 7, 2016**, in the Commission Chambers at the City Administration Building, 201 W. Central Avenue, Lake Wales, Florida, for the purpose of receiving public comment on the proposed assessments.

All affected property owners have a right to appear at the hearing and file written objections with the City Commission within 20 days of this notice. If a person decides to appeal any decision made by the City Commission with respect to any matter considered at the hearing, such person will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be made.

In accordance with the Americans with Disabilities Act of 1990, persons who need a special accommodation to participate in this proceeding should contact the City Clerk no later than seven (7) days prior to the proceedings. Telephone 678-4182, ext. 228, for assistance. If hearing impaired, telephone the Florida Relay Service numbers, (800) 955-8771 (TDD) or (800) 955-8770 (Voice) for assistance.

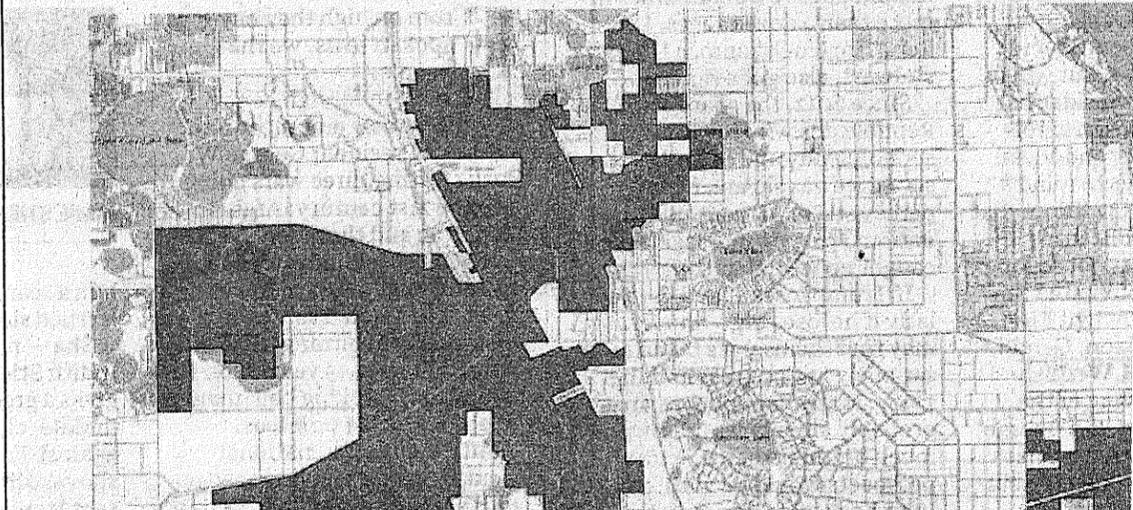
The assessments for each parcel of property will be based upon each parcel's Property Use classification and the total number of billing units attributable to that parcel. The following table reflects the proposed fire services assessments to be considered by City Commission for the Fiscal Year beginning October 1, 2016:

Residential Property Use Category	Rate Per Dwelling Unit
Single-Family	\$146
Multi-Family	\$72
Mobile Home	\$129
Non-Residential Property Use Categories	Rate Per Square Foot
Commercial	\$.06
Industrial/Warehouse	\$.01
Institutional	\$.08

Copies of the Fire Services Special Assessment Ordinance, the Initial Assessment Resolution initiating and imposing the fire services assessment, the proposed assessment roll, and other documentation related to the proposed Fire Services Special Assessment are available for inspection at the City Administration Building, 201 W. Central Avenue, Lake Wales, Florida between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday.

The assessments will be collected through the property tax bill to be issued by the Polk County Tax Collector. Failure to pay the assessment could result in a closure proceeding against your property as well as the initiation of proceedings to compel payment by any means authorized by law, including a writ of mandamus, which would result in a tax certificate to be issued against the property which could result in a loss of title.

If you have any questions, please contact the City at (863) 678-4182 between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday.



**AFFIDAVIT OF PUBLICATION  
NEWS CHIEF  
Winter Haven, Polk County, Florida**

(STATE OF FLORIDA)  
(COUNTY OF POLK)

I, the undersigned authority personally appeared Michelle Reece who affirmatively says that she is Account Executive for Advertising at the News Chief, a daily newspaper published at Winter Haven in Polk County, Florida; that attached copy of advertisement, being a

**NOTICE OF HEARING**

the matter of **IMPOSE AND PROVIDE FOR COLLECTION OF FIRE SERVICE SPECIAL ASSESSMENTS**

concerning **CITY OF LAKE WALES**

published in said newspaper in the issues of

**8-15; 2016**

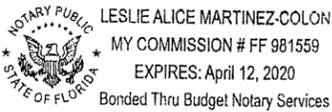
I, the undersigned authority further says that said the News Chief is a newspaper published at Winter Haven, in said Polk County, Florida, and that the said newspaper has heretofore been continuously published in said Polk County, Florida, daily, and has been entered as second class matter at the post office in Winter Haven, in said Polk County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he has neither paid nor promised any person, firm or corporation a discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Witness my hand and seal this 15th day of August, A.D. 2016.  
*Michelle Reece*  
Michelle Reece  
Advertising Account Executive  
Who is personally known to me.

Subscribed and sworn to before me this 15th day of August, A.D. 2016

*Leslie Alice Martinez-Colon*  
Notary Public

(SEAL)



**APPENDIX C**

**AFFIDAVIT REGARDING NON-AD VALOREM ASSESSMENT ROLLS**

**CERTIFICATE  
TO  
NON-AD VALOREM ASSESSMENT ROLLS**

I HEREBY CERTIFY that, I am the City Manager or authorized agent of the City of Lake Wales, Florida (the "City"); as such I have satisfied myself that all property included or includable on the **Lake Wales Non-Ad Valorem Assessment Roll** for fire protection is properly assessed so far as I have been able to ascertain; and that all required extensions on the above described roll to show the non-ad valorem assessments attributable to the property listed therein have been made pursuant to law.

I FURTHER CERTIFY that, in accordance with the Uniform Assessment Collection Act, this certificate and the herein described Non-Ad Valorem Assessment Roll will be delivered to the Polk County Tax Collector by September 15, 2016.

IN WITNESS WHEREOF, I have subscribed this certificate and directed the same to be delivered to the Polk County Tax Collector and made part of the above described Non-Ad Valorem Assessment Roll this the \_\_\_\_ day of September, 2016.

**CITY OF LAKE WALES, FLORIDA**

By: \_\_\_\_\_

[to be delivered to Tax Collector prior to September 15]

A budget workshop meeting of the Lake Wales City Commission was held on August 9, 2016 in the Commission Chambers at the Municipal Administration Building at approximately 6:06 p.m. The meeting was called to order by Mayor Eugene Fultz.

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

**COMMISSIONERS ABSENT:** None

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

## 1. ROLL CALL

## 2. DISCUSSION ITEMS

### Agenda Item 2.I. Budgetary Workshop – Proposed Fiscal Year 2016'17 Budget

City Manager Kenneth Fields said the purpose of the workshop is to go over the proposed budget for Fiscal Year 2016-2017. The Commission at its last budget workshop meeting gave direction as to what it wanted to see in the budget. Because we were off about a half million dollars in the budget and had about \$1.5 million in capital items in the General Fund he went back with the help of the directors reprioritized the capital projects for the upcoming year and reduced the capital budget number by about \$560,000. Since then, we received the final number for health insurances and liability insurance. The liability insurance numbers went down slightly and the health insurance numbers increased by what we expected them to be. We had a number of healthcare cases and some drug costs that drove up those numbers. However, preventing one day in hospital expenses pays for the drugs. Next year, we are looking to slightly modify our health insurance plan to try holding our costs down in the future so we will have to come up with possibilities in that regard. We will make sure it does not significantly affect our employees and do it in a way that is fair to them and the City. One of the key elements proposed in the budget today is pay increases for employees: a one percent proposed for October 1 and a one percent proposed for April 1. The cost to the City is 1-1/2 percent of payroll. Spreading it out a little bit in terms of impact this year will help keep us better competitive with surrounding areas in terms of what we are paying. Currently, the 2% is the best we can do. In addition to the across the board cost of living increases funds have been set aside in reserves for merit increases and performance bonuses. Now, when we do annual reviews, employees could be eligible for that depending on their performance. A policy procedural document will be brought to the Commission in September for review. There have been no other significant changes to the proposed budget other than some modifications to the capital budget. Departments are starting to come out of the recession and do some deferred maintenance and compared to years ago, we have learned to work smarter and better. There have been some approved staffing, upgrading in technology, and giving the current leasing terms and low interest rates, it has allowed us to lower the age of our fleet for better gas mileage and better maintenance for the long term, they stay on the road longer with less down time. All of this makes it possible for employees to be better productive and performance driven. There continues to be a lot of interest in economic development activities and in the future, it could allow us to do more investor infrastructure kind of things. The budget is now balanced in all funds, the utility rates will cover what we are doing, and major capital projects in the utility area will support economic development and the continuation of the C Street project and the expansion along west SR 60. The airport project is fully funded and we should be breaking ground by March.

Commissioner Perez asked about copier leases in the budget and Finance Director Dorothy Ecklund explained those are operational leases and when they are due to expire the IT Department already has new ones coming online at about the same prices.

Commissioner Gibson expressed gratitude for the funding of the \$100,000 for the downtown and emphasized that we have to be very careful when spending the money and make sure it is going to a responsible organization. The budget talks about contract services, there needs to be a contract with Main Street, and that organization needs to demonstrate that it is a corporate structure and it is a 501(c) (3) non-profit. The board needs to be strong with full-time management and qualifies for the designation given by the State National Trust for Historic Preservation because the key goal is to build the downtown tax base and that is what it takes. Commissioner Gibson distributed a list to the Commission of people that expressed interest in serving on City boards. The list consisted of 11 business executives, 6 attorneys, 3 bankers, 3 financial advisors, 2 accountants, and 1 realtor. He said these are first grade people who are well able to handle \$100,000 and can make sure the money is properly spent and some of them can be chosen to make up a part of the Main Street organization. He said there are others who expressed interested in being a part of that board such as Linda Kimbrough. The important thing is the City is taking the first step and now it is up to the community to respond. We are on our way in restoring the downtown as it was before.

Commissioner Perez said he does not remember voting for the \$100,000 budgeted for the downtown for he is not in favor and that it is interesting to him that we suddenly found the money for that. Commissioner Gibson explained there has been no vote yet. The expenditure is listed in the proposed budget to come before the Commission for a vote at some point. Commissioner Perez said it looks like the list contains an exclusive group of people but it is strange that the City has been here almost 100 years and suddenly these people step up to the plate when Commissioner Gibson asked them. When it comes time to identify people for these boards he would like to give everyone in the community an opportunity to serve and not just those on the list. He said he has reservations about the \$100,000 only because he is nervous as to how it is going to be spent and how easily we were able to find a \$100,000 for the downtown. Commissioner Gibson said he did not choose the people on the list. It is a result of two surveys conducted within a four-year period, these people were identified as the most admired and respected in the community, and when he spoke to them, they identified others. Mr. Fields said we did not just find a \$100,000. At the last budget workshop, we did have an allocation of \$40,000 to jumpstart Main Street and at that time, it became clear that there were additional money in the unallocated fund balance to increase the amount. It is a multistep process, which this is step one and then the next step would be to work out a contract with a private 501 (c) (3) organization to take responsibility for being the downtown Main Street organization. There are State and National criteria the organization would have to meet. The downtown business owners would have to be a part of every board and Commissioner Gibson said the list is loaded with downtown business owners. Mr. Fields said it is about a two-year process to get everything set up etc. to define goals and benchmarks that would have to be met. The City Commission and Main Street will have to seek input from all of the community to learn what it is they want to see in the downtown.

The Mayor said he was concerned that all those that are already involved in the qualified Main Street organization would be alienated without being offered an opportunity to be a part of what is going forward and if any of them were asked to think about it. Commissioner Gibson said he talked with the leader of the organization and told him that in order for them to justify what he was asking be done they would have to demonstrate they are a strong board capable of handling that money and they have a good organization

right now but it is basically a merchant organization good at promotions. The Main Street program that Mr. Fields is talking about is a 4-point program and only one of which is promotions. Those folks that are there now could serve on that committee as the promotion segment so nobody is being booted out. The economic restructuring was the big one and many of these folks on the list are capable of economic restructuring for they have done that in a range of other areas but ultimately we are aiming at enhancement of the tax base. As shown in the budget workshops, there are more than enough unallocated funds to supplement the \$40,000 to come up with the \$100,000 so it was not taken from another place. It is community redevelopment money, which is the purpose in the first place. This is a three part financial responsibility, the first done by the City from the money held in reserve and then the merchants and fundraising groups must do their part before any of that money is spent. Commissioner Gibson said the \$100,000 is not a matching fund grant. The money has to be justified to the City that it is going for its purpose. The Mayor said he thought the CRA read that way. Mr. Fields clarified that is only how Main Street reads but eventually it has to be a partnership and not be dependent on the City to fund it 100 percent. The most published model is 1/3, 1/3, 1/3. There are ways the merchants association can generate more money such as through special events. Commissioner Gibson said the whole design of this is to increase the tax base, which creates tax increment, and then the tax increment is self-fulfilling.

Commissioner Howell said when the \$100,000 was discussed in the last budget workshop meeting she specified that she hated giving anything to the downtown if they close up at 2:00 p.m. because that does not work with working people. Businesses in the downtown must be still open when people get off from work at 5:00 p.m. There are other sections in the City of Lake Wales that could use some of the CRA money. In the past CRA money had been used for anything so perhaps some money could be spent to benefit our youth and on other things we need to do instead of just spending it on one area of town. Ms. Ecklund said there are still some undesignated reserves in the budget, but \$120,000 of that money is going toward the walking trail and the other part of it paid for with impact fees. Several parks and recreation capital items are in the proposed budget and it is not coming from the CRA funds, which show that we are taking care of recreation, children, and facilities. Mr. Fields explained some of the items budgeted in parks and recreation, which included fencing in parks for safety reasons, repair of the northwest complex, and funding for the soccer complex lighting. We are trying to do some things in the corridor between downtown and Lake Wales, which are great assets to the City so it is important to connect the two to have great special events down there.

Commissioner Howell said she is not in favor of merit raises for a thousand different reasons and we must be mindful in how that is done and to whom the money is given to. Employees should not be rewarded for doing their job well and supervisors should not give more money to the employees they favor the most. Instead, the money should be given to the employees who earn much less than others or it would not be fair. Mr. Fields explained that is the reason for a written policy and that there has to be transparency and justification provided. One of the ways he will be rating supervisors is on how they rate their employees and he will look at every review. We have a great workforce and we do more with fewer people and they are good people, but there are those that go beyond. Commissioner Perez commended staff and the city manager for putting such a complex budget together. The Mayor said staff earns their pay. Deputy Mayor Thornhill complemented staff and said he considers something special if the news media picks it up.

Deputy Mayor Thornhill asked about lake conservation and asked if the \$5,000 budgeted was for lake spraying etc. and Teresa Allen, Assistant Public/Support Services Director confirmed it was and said they are also trying to do more by working with different groups so hopefully more will be done this year.

Deputy Mayor Thornhill asked how much the recreation capital budget was cut and Mr. Fields said major items that were cut is \$75,000 on the soccer complex, \$35,000 on the gym complex, and \$40,000 on the northwest complex. Ms. Ecklund said there is \$575,000 in the budget for recreation.

### **COMMUNICATIONS AND PETITIONS**

Robbie Shields, Lake Wales Soccer Club, said although soccer season has not yet started, there are many people already playing on the soccer field so the need for lights at that park is drastic. The \$75,000 budgeted for lighting is helpful but it will require a lot more money. He talked to the County about getting more money and the County said they might put \$50,000 toward that this year and maybe \$50,000 next year. Lighting there is a big issue. We as a City have to support recreation. We do not have the needed recreation staff and if we did, many things could happen and that person could seek grants. He urged the Commission to increase the \$75,000 in the proposed budget. Mr. Fields said he hoped that the County adds to that funding because many of the people living in the unincorporated areas of the City use the facility. Commissioner Gibson said we need hard numbers as to the participation, and if you establish a ratio and then compare that ratio with what you know your investment has been you will know who is coming up short. Mr. Slaton said we have been having this conversation more than a year with the County and now they might help. Commissioner Howell said they are not giving Lake Wales its fair share and Mr. Shields said any money would help. Mr. Slaton said it would take about \$360,000 to finish the soccer complex so the \$75,000 budgeted would help a lot. We have a pledge from the Charter Schools who use the field, a pledge from the Lake Wales Soccer Association, and pledges from private citizens to help get the project done so with that we are about \$80,000 short. The Mayor said the sports complex in Dundee is beautiful but very under used and lights are on all the time so he does not know why Lake Wales cannot get something funded like that. That is why we formed the water cooperative so we do not have those inequalities there in regards to voting on things.

### **3. COMMUNICATIONS AND PETITIONS**

The meeting was adjourned at 7:19 p.m.

ATTEST:

\_\_\_\_\_  
City Clerk Clara VanBlargan, MMC

\_\_\_\_\_  
Mayor/Deputy Mayor

The meeting of the Lake Wales City Commission was held on August 16, 2016 in the Commission Chambers at the Municipal Administration Building. Mayor Eugene Fultz called the meeting to order at approximately 6:00 p.m. following the Invocation and the Pledge of Allegiance.

#### **INVOCATION**

Deputy Mayor Thornhill gave the invocation.

#### **PLEDGE OF ALLEGIANCE**

**COMMISSIONERS PRESENT:** Pete Perez; Terrye Y. Howell; Robin Gibson; Jonathan Thornhill, Deputy Mayor; 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. Presentation of Certificates of Appreciation to the Lake Wales HS Band, Lake Wales HS JROTC, and De Ette Lahr-Bees (Individual Volunteer) for their hard work and dedication to the success of the 2016 National Parachute Championships at Lake Wales Municipal Airport on May 27-29th, 2016.**

#### **ADDENDUM**

**Agenda Item 5.II. Proclamation: Bok Academy Students Zero Robotics Team Recognition Day**

#### **6. PRESENTATION/REPORT**

**Agenda Item 6.I. Code Enforcement Progress Report by Kathy Bangley, Director of Planning & Development**

Planning & Development Director Kathy Bangley said the City Commission recently adopted some Code revisions and approved staff putting service liens on the tax rolls and from that they hope to collect around \$50,000, which is money owed the City for the 10 years. She then gave a PowerPoint presentation showing before and after pictures of recent progress made by Code Enforcement at the following addresses, which Ms. Bangley explained:

##### **338 D Street**

Prior to the City Contractor cleaning up the property it was less than desirable.

##### **119 E Bullard Avenue**

Code Enforcement notified the owner of this property of the violations and then owner then demolished the structure and cleaned up the property at their own expense.

##### **119 Briggs Street**

This property is located near City Hall, it is abandoned, and the taxes have not been paid in the past three years. The owner is deceased and has no heirs. The City's contractor cleaned the property and boarded up the structure at a cost of \$745. The property will need mowing again in the next

couple of weeks at the City's expense if it chooses to do that. Staff is considering closing on the property so it does not continue in disrepair and that it can go back on the City's tax rolls. The surrounding properties to this property are maintained. Commissioner Perez asked if the house is habitable and Ms. Bangley said yes.

**31 and 35 W Orange Avenue**

This property was a commercial business at one time and there has been people living there. This cleanup involved the police, code enforcement, and the City's contractor who helped clean up the property. It is listed as unsafe.

**425 F Street**

This property continues to be a problem and the owner is non-responsive. People have been living there without electricity or utilities. They have been using hoses to create showers and ran extension cords to the property next door for electricity. The owner of the property was notified.

**517 and 517 A Greenview Terrace**

This property was a duplex and has been an eyesore for many years. The women owning the property live in California and are completely non-responsive. Fortunately, the structures no longer exist for they were part of the County's demolition process for the City.

Ms. Bangley gave an update on the donation bins. The City's deadline for removal of the bins is at the end of next week. However, they were made aware that there are some legal challenges for full banning of boxes that are charitable in nature, the First Amendment as free speech for charitable donation covers them, and they have been challenged in circuit court in several different areas.

Staff is pursuing writing a very stringent ordinance to allow charitable donation bins by reputable companies and there will be a registration process for that. When we get ready to remove the boxes having no ownership, the Care Center agreed to empty the contents first. Accessory structures are not allowed on vacant property so that criteria will be incorporated in the ordinance that will be brought to the Commission within the next couple of months.

Ms. Bangley explained that Code Enforcement is looking more toward compliance rather than enforcement and they are going to do some proactive community education.

Commissioner Howell said that on the corner of Pearl Street and North Avenue there is about a 6 ft. x 8 ft. corner property. The people there have two boats larger than the house, two motorcycles, and many cars on that property. It has been about 10 days since she reported it and nothing has happened and the neighbors are calling. Ms. Bangley explained that unfortunately things do not happen as quickly as we want them to. The rules prohibit a boat in the front yard and if it is on corner property, each side that fronts the street is still a front yard by Code. The education process will help people understand that. The owners both residential and commercial tend to be non-responsive when they want to be but when it is a tenant we have to rely on talking to them face to face because when we cite the property we are citing the owner. We contact the owner making them aware of the problems. Commissioner Howell said Code Enforcement explained to her about the 10-day process and since we are revamping the Code then perhaps we can do something about that as well. Ms. Bangley explained that State Statutes dictate some of the timelines so we have to be careful to stay within the due process rules as written. Commissioner Howell said on her ride-a-round with Code Enforcement she learned that a basketball goal is not allowed to be in the street. Ms. Bangley said it is okay when the kids are out there playing but when the goal is left in the street when not playing it becomes a safety problem. She welcomed all the Commission members to do a ride-a-round with Code Enforcement.

**7. COMMUNICATIONS AND PETITIONS**

There were no comments made by the public.

## **8. CONSENT AGENDA**

**Agenda Item 8.I. Approval of Minutes: August 2, 2016, Regular Meeting**

**Agenda Item 8.II. Purchase Authorization – Grove Construction**

[Begin Agenda Memo]

### **SYNOPSIS**

The City Commission will consider authorizing staff to expend funds to Grove Construction for the resurfacing and striping of the Kirkland Gym/Little Theater parking lot.

### **RECOMMENDATION**

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

1. Authorize staff to expend funds to Grove Construction in the amount of \$69,400 for the resurfacing and striping of the Kirkland Gym/Little Theater parking lot.
2. Authorize a budget amendment to transfer \$33,169 from various operating budget lines to the Capital Outlay Hardman Complex/Kirkland Gym budget line.

### **BACKGROUND**

The subject parking lot has been deteriorating for many years and is an eyesore in the community. Additionally, the lack of organized striping or parking patterns causes congestion in the street during events at the gymnasium and the theater.

A total of \$42,000 was approved in the FY15/16 adopted budget for Kirkland Gym improvements. \$5,769 was used to purchase and install additional bleachers inside the gymnasium, leaving a balance of \$36,231 to resurface the gym's deteriorating parking lot.

In addition to the purchase authorization, staff is requesting a budget amendment in the amount of \$33,169 to cover the difference in the funding for this project. Staff has identified the following funding sources for the budget amendment:

1. \$17,093.25 transferred from M & R road repairs to C/O Hardman Complex/Kirkland Gym.
2. \$11,075.75 transferred from M & R sidewalk repairs to C/O Hardman Complex/Kirkland Gym
3. \$5,000 in proceeds from orange harvesting transferred to C/O Hardman Complex/Kirkland Gym.

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.

City staff advertised a request for sealed bids (ITB #15-396) for annual street, sidewalk, and the City Commission awarded curbing maintenance and Grove Construction on June 16, 2015.

### **OPTIONS**

The City Commission may elect to defer this project.

## **FISCAL IMPACT**

The total project cost is \$69,400, of which \$36,231 is appropriated for the project and the balance of \$33,169 will come from M&R road repairs (\$17,096.25), M&R sidewalk repairs (\$11,075.75), and \$5,000 from the sale of oranges on City-owned property.

[End Agenda Memo]

## **Agenda Item 8.III. Edward Byrne Memorial State and Local Law Enforcement Assistance Grant**

[Begin Agenda Memo]

### **SYNOPSIS**

Approval of this item will allow the police department to submit for and receive grant funding then purchase safety equipment, police mountain bikes, mobile thermal printers and audio/video equipment in FY16/17.

### **RECOMMENDATION**

Staff recommends that the Honorable Mayor and the City Commission authorize the Police Department to apply for and accept funding through the Edward Byrne Memorial State and Local Law Enforcement Assistance Grant and purchase safety equipment, police mountain bikes, mobile thermal printers and audio/video equipment.

### **BACKGROUND**

Since 1999, the Police Department has received funding from the Edward Byrne Memorial State and Local Law Enforcement Assistance Grant Program. Since that time, the department has utilized this funding to create numerous community programs as well as purchase needed equipment to enhance public safety. This year the Edward Byrne Memorial State and Local Law Enforcement Assistance Grant award amount is \$10,300.00 and if approved would be included in the 2016/2017 budget.

The Police Department proposes to use the JAG-C funds toward the purchase four (4) GPS enables radio microphones, four (4) fully equipped police mountain bikes, four (4) mobile thermal printers with accessories and one (1) complete audio/video recording system installed within an existing interview room. This equipment will be used to increase officer safety, enhance community interaction and positive relationships, improve efficiency and customer service, and accurately document the interviews of victims, witnesses, and suspects.

Matching funds are not required for this project; however, any additional expenses can be covered with Police Forfeiture funds if necessary.

The costs of this equipment are as follows:

(4) GPS Radio Microphones -	\$2,000.00
(4) Police Mountain Bikes -	\$4,400.00
(4) Mobile thermal printers -	\$1,900.00
(1) Audio/video System -	\$2,000.00

### **OPTIONS**

The Commission may choose not to authorize application for and accept the Edward Byrne Memorial State and Local Law Enforcement Assistance Grant or purchase this equipment.

### **FISCAL IMPACT**

The Finance Department has reviewed this application.

[End Agenda Memo]

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

By Voice Vote:

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

The motion carried 5-0.

### **9. OLD BUSINESS**

#### **Agenda Item 9.I. Ordinance 2016-10, Amendment to Airport Authority Board Ordinance 2<sup>nd</sup> Reading & Public Hearing**

[Begin Agenda Memo]

#### **SYNOPSIS**

The City Commission will consider amending Ordinance 2016-10, the Airport Authority ordinance.

#### **RECOMMENDATION**

It is recommended that the City Commission adopt Ordinance 2016-10 after second reading and public hearing.

The City Commission approved Ordinance 2016-10 after first reading on August 2, 2016. Advertisement requirement for second reading and public hearing has been met.

#### **BACKGROUND**

On September 29, 2005, the City Commission adopted Ordinance 2005-44 creating the Lake Wales Airport Authority. Since its adoption, the City Commission has made modifications as follows:

- Ordinance 2005-48; December 6, 2005, expanded membership from five members to seven members
- Ordinance 2006-10; April 4, 2006, expanded membership requirement to include a City Commissioner as a non-voting member. Commissioner Pete Perez currently serves as that member.

- Ordinance 2007-07; March 20, 2007, added duties of oversight of airport operations, and the provision of input and advice to the City Manager in his capacity of Airport Manager

The Airport Authority meets monthly and at times, the quorum requirement becomes an issue due to the lack of members or attendance on the Board. Ordinance 2005-44 that created the Airport Authority requires that at least four voting members be qualified electors of the City of Lake Wales but does not specify a requirement for the other members. Therefore, those members are appointed in accordance with the membership requirement in Chapter 2, Section 2-26(1) (a), which limits persons serving on City boards, commissions and committees to persons 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.

Although, the Airport Authority currently does not have vacancies it has encountered problems in the past with vacancies being filled in a timely manner due to the lack of applications received. The Board recently voted to recommend that the Commission expand its membership requirement to allow persons to serve on the Airport Authority that have general aviation experience and who are airport tenants regardless of where they live, inside or outside the City limits. Ordinance 2016-10 was prepared for that purpose and to also incorporate in the ordinance the membership requirement set forth in Chapter 2, Section 2-26(1)(a) of the Lake Wales Code of Ordinances.

In accordance with the authority granted by Sec. 4.04 of the City Charter, the Airport Authority Ordinance designated the City Manager as airport manager with the input and advice of the Airport Authority. However, for purposes of administration of the day-to-day operation of the airport and the enforcement of FAA rules the Airport Authority Ordinance allows a fixed base operator to be designated as airport manager. The City of Lake Wales no longer has a fixed base operator and the City Manager recently hired employee Alexander Vacha to take over the operations at the airport and designated him to be the airport manager. Adoption of Ordinance 2016-10 makes that change to the Airport Authority Ordinance and to Section 3-26 in the City's Code.

In accordance with 3.06 of the City Charter, it is the Mayor's duty to make appointments to the various citizen advisory and regulatory boards, commissions, committees and authorities. Approval of Ordinance 2016-10 makes that change in the Airport Authority Ordinance.

#### **FISCAL IMPACT**

No fiscal impact for this action.

#### **OPTIONS**

The City Commission can choose not to approve Ordinance 2016-10 or it can modify the recommended changes made in the ordinance.

[End Agenda Memo]

City Clerk Clara VanBlargan read Ordinance 2016-10 by title only.

**AN ORDINANCE OF THE CITY OF LAKE WALES, POLK COUNTY, FLORIDA AMENDING ORDINANCE 2005-44 KNOWN AS THE "LAKE WALES AIRPORT AUTHORITY" ORDINANCE AS AMENDED BY ORDINANCE 2005-48, ORDINANCE 2006-10 AND ORDINANCE 2007-07; EXPANDING MEMBERSHIP REQUIREMENTS; ALLOWING FOR AN AIRPORT MANAGER DESIGNEE; ALLOWING**

**FOR FILLING AUTHORITY VACANCIES IN COMPLIANCE WITH THE CITY CHARTER; PROVIDING FOR AN EFFECTIVE DATE.**

**OPENED PUBLIC HEARING**

There were no comments made by the public.

**CLOSED PUBLIC HEARING**

Deputy Mayor Thornhill made a motion to adopt Ordinance 2016-10 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 Gibson "YES"  
Mayor Fultz "YES"

The motion carried 5-0.

**Agenda Item 9.II. Ordinance 2016-13 Annexation, 16905 US Highway 27 – 2<sup>nd</sup> Reading & Public Hearing**

[Begin Agenda Memo]

**SYNOPSIS**

Ordinance 2016-13 proposes the annexation of approximately 2.3 acres located at 16905 US Highway 27 and contiguous to the incorporated City limits.

**RECOMMENDATION**

Staff recommends adoption on second reading of Ordinance 2016-13, providing for the annexation of approximately 2.3 acres located at 16905 US Highway 27.

City Commission approved Ordinance 2016-13 following a first reading on August 2, 2016.

**BACKGROUND**

Barbara Douglas, Jeremy Herndon, and Luther Judah, Jr, owners are requesting annexation into the corporate city limits of Lake Wales.

An ordinance assigning Zoning and Future Land Use Map designation is presented later on the agenda for Commission consideration.

"Attachment A" to the ordinance shows the property's location. It is contiguous to the City Limits on its south boundary to unimproved property and to the west across US 27 to Longleaf Business Park.

Surrounding land uses:

North: County – A/RR Agricultural/Rural Residential

South: City – BPC Business Park Center

East: County – RS Residential Suburban

West: City – BPC Business Park Center

**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 2016-13 by title only:

(Annexation – 16905 US Highway 27)

**AN ORDINANCE PROVIDING FOR THE ANNEXATION OF APPROXIMATELY 2.3 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; AND PROVIDING FOR AN EFFECTIVE DATE.**

**OPENED PUBLIC HEARING**

There were no comments made by the public.

**CLOSED PUBLIC HEARING**

[End staff agenda memo]

Commissioner Howell made a motion to adopt Ordinance 2016-13 after second reading and public hearing. Deputy Mayor Thornhill seconded the motion.

By Roll Call Vote:

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

The motion carried 5-0.

**Agenda Item 9.III. Ordinance D2016-03, CPA/Zoning, 16905 US Highway 27 – 2<sup>nd</sup> Reading & Public Hearing**

[Begin Agenda Memo]

## **SYNOPSIS**

The proposed amendment will designate land use and zoning for approximately 2.3 acres of property located at 16905 US Highway 27.

## **RECOMMENDATION**

Staff recommends that the City Commission approve, following a public hearing, a first reading of Ordinance D2016-03.

Notice requirements for a public hearing have been met.

The City Commission approved Ordinance D2016-03 after first reading and public hearing on August 2, 2016. Following the adoption of the ordinance, it will be submitted to DEO for the State's small scale expedited review process.

## **BACKGROUND**

The ordinance proposes land use designation changes for approximately 2.3 acres of property located at 16905 US Highway 27 and owned by Barbara Douglas, et als. The property was annexed into the city by Ordinance 2016-13.

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

Surrounding land use designations:

North: County – A/RR Agricultural/Rural Residential  
South: City – BPC Business Park Center  
East: County – RS Residential Suburban  
West: City – BPC Business Park Center

Proposed development impact:

The owner intends to connect to city sewer when it becomes available. Property is already on city water.

[End Agenda Memo]

City Clerk Clara VanBlargan read Ordinance D2016-03 by title only:

(CPA/Zoning 16905 US Highway 27)

**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 2.3 ACRES OF LAND LOCATED ON US HIGHWAY 27 FROM POLK COUNTY DESIGNATION A/RR AGRICULTURAL/RURAL RESIDENTIAL TO CITY OF LAKE WALES FUTURE LAND USE DESIGNATION BPC BUSINESS PARK CENTER AND ZONING DESIGNATION BP BUSINESS PARK; AND PROVIDING FOR AN EFFECTIVE DATE.**

## **OPENED PUBLIC HEARING**

There were no comments made by the public.

## **CLOSED PUBLIC HEARING**

[End staff agenda memo]

Commissioner Howell made a motion to adopt Ordinance D2016-03 after second reading and public hearing. Commissioner Gibson seconded the motion.

By Roll Call Vote:

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

The motion carried 5-0.

## 10. NEW BUSINESS

### Agenda Item 10.I. Resolution 2016-18, Amendments to the Section 3 and Affirmative Action Policy and Equal Employment Opportunity Plan

[Begin Agenda Memo]

#### SYNOPSIS

In order to receive CDBG funds certain policies need to be amended including our Section 3 and Affirmative Action Policy and our Equal Employment Opportunity Plan. Resolution 2016-18 approves the modification of these policies to comply with the grant requirements

#### RECOMMENDATION

Staff recommends approval of Resolution 2016-18 confirming that the City of Lake Wales has modified the Section 3 and Affirmative Action Policy and Equal Employment Opportunity Plan to enhance our CDBG application.

#### BACKGROUND

In April 2016, the City of Lake Wales submitted an application to the Department of Economic Opportunity (DEO) for a Community Development Block Grant to help with the C Street Sewer project. After a site visit in June DEO, staff informed city staff that some of our policies need to be updated. Some of these include the Section 3 and Affirmative Action Policy and Equal Employment Opportunity Plan.

#### OTHER OPTIONS

Do not approve Resolution 2016-18 and lose possible funding of our CDBG grant.

#### FISCAL IMPACT

None

[End staff agenda memo]

City Clerk Clara VanBlargan read Resolution 2016-18 by title only:

**A RESOLUTION OF THE CITY OF LAKE WALES, FLORIDA, AMENDING CERTAIN POLICIES AND PROCEDURES RELATING TO THE CITY'S APPLICATION FOR A SMALL CITIES COMMUNITY DEVELOPMENT BLOCK GRANT.**

**OPENED TO PUBLIC COMMENT**

There were no comments made by the public.

**CLOSED TO PUBLIC COMMENT**

Commissioner Howell made a motion to adopt Resolution 2016-18. Commissioner Gibson seconded the motion.

By Voice Vote:

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

The motion carried 5-0.

**Agenda Item 10.II. Resolution 2016-19, State Revolving Funds Loan Application for SR 60 West Utilities Expansion**

[Begin Agenda Memo]

**SYNOPSIS**

Approval of Resolution 2016-19 gives authorization for staff to submit and for the Mayor to sign the loan application for the SR 60 West Utilities Expansion to extend the water lines to the airport and to the end of the service area on SR 60 W.

**RECOMMENDATION**

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

1. Adopt Resolution 2016-19
2. Authorize City staff to submit and the Mayor to sign an application for the construction loan funding from the state revolving loan fund in an amount currently estimated to be \$2,825,770, which includes the base loan amount of \$2,797,793 plus estimated capitalized interest of \$27,977.

**BACKGROUND**

The state revolving loan fund provides loans for local government utility projects. The City's SR 60 West Utilities Expansion for the water line installation is an eligible project. The City has the opportunity to apply for a low interest loan through the State Revolving Fund for making these necessary improvements.

**OTHER OPTIONS**

Staff could be directed to go out on the open market for financing which would result in a higher interest rate than what is being offered by the Florida Department of Environmental Protection.

### **FISCAL IMPACT**

Estimated debt service for the loan amount of \$2,825,770 (base loan \$2,797,793 plus estimated capitalized interest of \$27,977) would be \$170,416 annually over a twenty year repayment period.

[End staff agenda memo]

City Clerk Clara VanBlargan read Resolution 2016-19 by title only:

**A RESOLUTION OF CITY OF LAKE WALES, FLORIDA, RELATING TO THE STATE REVOLVING FUND LOAN PROGRAM; MAKING FINDINGS; AUTHORIZING THE LOAN APPLICATION; AUTHORIZING THE LOAN AGREEMENT; ESTABLISHING PLEDGED REVENUES; DESIGNATING AUTHORIZED REPRESENTATIVES; PROVIDING ASSURANCES; PROVIDING FOR CONFLICTS, SEVERABILITY, AND EFFECTIVE DATE.**

Commissioner Perez asked the meaning of a State Revolving Fund Loan Program. Utilities Director Sarah Kirkland said this application is just for the water extension on SR 60 West. Because they are two separate funds, the application for the waste water extension part will be brought to the Commission for approval. The memo stated the amounts and capitalized interests. Once the Commission approves submitting the application SRF will send the agreement, which will state all the terms. Commissioner Perez asked why the fund is called a State Revolving Fund and Ms. Kirkland said that is the name of the agency that gives the money. Mr. Fields explained that at State level, it is a revolving fund but as we repay the loan to the State, it will then loan the money to other jurisdictions. It was initially funded with federal dollars to get it all set up and the interest rate is fixed and is much lower. Ms. Kirkland said we asked for \$650,000 from the State and received \$250,000 so we submitted an application but we have not heard back yet. Mr. Fields said this loan was built into the rates that the Commission approved last year so we should be generating sufficient revenue to pay this off, and that this is part of the financial plan that led to the rate increase.

### **OPENED TO PUBLIC COMMENT**

There were no comments made by the public.

### **CLOSED TO PUBLIC COMMENT**

Commissioner Howell made a motion to adopt Resolution 2016-19. Deputy Mayor Thornhill seconded the motion.

By Voice Vote:

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

The motion carried 5-0.

**Agenda Item 11. CITY MANAGER**

**Agenda Item 11.I. City Commission Tracking Report**

City Manager Kenneth Fields commented the following:

- He and the Mayor attended the Polk County Water Coop yesterday and were giving an update. That organization is moving forward. He believes that a representative from the Coop will be coming before the Commission in the next couple of months to give a full briefing of what is going on in that regard. Along with this loan and our expansion of the utilities, it is going to be very important process to make sure we get adequate water in Polk County for the next 20 years.
- He and the Mayor will be attending the Florida League of Cities meeting beginning tomorrow and will be out of the City for the next few days. It will be a very valuable conference and it will be good to hear what other cities are doing.
- He will be out of the City next week from Wednesday through Monday attending his daughter's wedding in North Carolina. He will be available by email and cell phone.
- He told how Carnegie Mellon University not only had the best computer science zero robotics program in the country, it also has the only music school in the country where you can major in bagpipes. He said he wished he said this when the Charter School representatives and the High School band were here.
- He reminded everyone that the next Commission meeting is on Wednesday, September 7 and on that agenda is the first public hearing on the millage and budget and other financial matters. Mayor Fultz said he would not be present at the September 7 meeting because he will be in Haiti so Deputy Mayor Thornhill will be leading that meeting.

Commissioner Perez asked Mr. Fields if he would be addressing the letter received about asbestos at the Depot Museum. Mr. Fields said there have been some questions raised about the volunteer work on the Caboose down by the Depot Museum. An environmental survey by an outside firm evaluated the conditions down there and found no contamination of lead poisoning or asbestos present there that would be a danger to anybody.

**Agenda Item 11.II. City Commission Meeting Calendar**

**Agenda Item 11.III. Other Meetings & Events Calendar**

**Agenda Item 11.IV. City Boards Meeting Schedule**

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

**12. CITY COMMISSION COMMENTS**

Commissioner Gibson said he had surveyed the community before becoming a Commissioner and after talking with the most admired and respected people in the community he came up with six goals for the benefit of the Commission and the City. He does not have the answers but we can work toward them for improvement. He described the six goals as follows:

1. **City should be known for community consensus than for conflict** – Commissioner Gibson said he came up with this goal because of the negativity going on in the City about six or eight months ago. He set up a website for communicating during his campaign and since converted that so anyone can go on the website and see that during his office holding.
2. **Establish a clear distinction between policy and administration** – Commissioner Gibson said that in the past our City has had a lot of turmoil and a lot of tension, which has resulted in the loss of some City Managers. He believes a lot of that was due to lack of civic leadership from the Commission because the City Manager has to fill that vacuum. As soon as the City Manager gets

involved with civic issues and starts to get political then the malcontent comes out of the woodwork and aim at the City Manager. It is the Commission's responsibility led by the Mayor to exercise civic leadership, which involves policy, vision as to where we want the City to go, and then the City administration has a clear directive to make sure that train runs on time. It is the Commission's responsibility to protect the City Manager from politics because it is in charge of politics. A clear distinction from what the Commission's responsibility and what the administration's responsibility will help us a lot.

3. **Stabilize the economic decline of the community's center** – Commissioner Gibson said the traditional community zip code has 73% of the household income of the zip codes around the City. The key to what he would be working for is to enhance the City's tax base, which is critical, and the Community Redevelopment Agency is critical to that so we have to stabilize the economic decline of the community's center.
4. **Adopt what has worked for getting things done in spite of the City's limited resources** – Commissioner Gibson said that because of the City's community spirit, which is its #1 strength and a sense of community, it accomplished some remarkable things. This accomplishment was through non-political not-for-profit corporations that do not have to worry about City limits and politics; they are concerned about the community as a whole. The best recent example is the group working for the museum, which a majority of them live outside the City limits and they are doing sensational work. The Depot Museum and all the rest of us have benefited from that.
5. **Support economic development job creation as the City's #1 priority**
6. **Support downtown redevelopment as the City's next priority**

Commissioner Gibson said he would be working toward helping to accomplish those six goals and he welcomes suggestions on how to do it better. From the community input, he is confident this is the pulse of the community. The people want to see these things happen in this City in his short time here so he is going to try helping them out.

Commissioner Perez said he understands that Rob Quam owns half of the City, about 16 buildings in the downtown. The Mayor said he does not know how many but he owns a large number of them. Commissioner Perez said we are looking for taxable property and if we have an entity that owns a lot of the buildings that are tax exempt what are we going to do about that. He has been wondering what the plan is so he talked to Mr. Quam and never got an definitive plan that says he is going to do something in the City that is going to enhance the tax base. What Commissioner Gibson is saying sounds well but how are we going to do that if we do not have access to those buildings. Mr. Fields said this next year is going to be a very important because we have to come up with a plan involving all the stakeholders in the downtown. We need their input in coming up with a strategic plan for downtown in terms of what we want to see there and how are we going to get to where we want to be. Because the Care Center owns a lot of property in the downtown, they will be a major player in that and he looks forward to their contributions and visions. The Care Center does own a lot of the buildings and that is not the most efficient way for them to operate. If they can consolidate into some larger facility, they would happily do so if we can all work that kind of arrangement out somehow. That would free up a lot of buildings for redevelopment purposes but it would have to be done in the context of their input, and that of the existing businesses in the downtown, the citizens, and the Commission. It takes everyone to be a part of the process.

Commissioner Gibson said the Care Center would be happy to sell some of those buildings if there were any demand for them. Think of the condition of the buildings that the Care Center has taken care of and what the condition of those building without the Care Center. The most recent example is the nightclub that was beside the hotel and fortunately, the Care Center got that building and is in the process of improving it considerably. One of the things that concern him is the loss of revenue and he wonders if all those buildings like the Care Center Thrift Store are entirely exempt because money changes hands in there. Mr. Fields explained that because that is part of the fundraising effort that building is entirely tax exempt. It does however pay the fire assessment fee because it is a retail store. He explained how the fire assessment process works with non-profits, not-for-profits etc. Commissioner Gibson said in talking to the Care Center,

they are sensitive to this criticism and they would like to be able to sell those buildings except for certain ones and move away from the downtown because most of what they do could function very well off premises. They would renovate another place but they are entitled to a fair price for those buildings. It is up to the Commission to create the environment that results in a desire to purchase those buildings for commercial for-profit purposes so that we can enhance the tax base in the downtown. Those buildings are in good condition and their appearance could benefit everyone.

Mayor Fultz said the six items brought forward by Commissioner Gibson are worth considering and that we are probably going to be talking more about that and possibly having the community type of input Mr. Fields' talked about. That way we will know more about what we can do to enhance the tax base by getting some of those properties back on the tax rolls.

Commissioner Perez said he sits on the Recreation Commission and it has been about 10 to 15 years since we have had a Recreation Director. Compared to what some of the other cities have he is beginning to feel like Lake Wales is a stepchild and we have not received the attention other cities receive. He would like us to open that conversation to see if it is something, we would like to do. The Mayor said we have had similar conversations about that and also have been talking to the County about getting some kind of funding for the lighting at the soccer fields, etc. and it does look like this side of the county does not receive its fair share of the county's money that has been put out there. The facility that Dundee has is a very large, outstanding facility but it is underused, which is one point of reason they are suggesting we consolidate there. Discussions with the County will continue. Mr. Fields said regarding a recreation director, the resources were not available this year. We are very fortunate that a lot of the programs in the City are run by non-profit organizations and some day there may be a need for the City to staff that. As we upgrade the facilities there is a lot more we can be doing beyond athletics. Maybe next year with the Recreation Commission we might be able to start looking at possibly having someone in house coordinating and developing new programs. Recreation is a quality of life and he can only ask Jennifer to do so much in terms of festivals and other special events. So, having an in-house person that can take over some of that and do some of the other athletic things like running programs, start developing new facilities, and taking the responsibility for planning of new facilities could be about a year or so away. Commissioner Perez said we are fortunate to have Robbie and Victor running those programs for no pay. The soccer field and stadiums are jammed on Saturdays so we need to pay more attention to our recreation programs.

### 13. MAYOR COMMENTS

The Mayor said he is part of the Florida Advocacy Committee, which is part of the Florida League of Cities. He has been tasked with talking to some Legislators in Tallahassee this week about CRA and Home Rule and keeping the CRA money designated by the municipalities because they are wanting to take that CRA money for affordable housing only and we cannot do anything else with it. If that happens, we will never accomplish what we want. We know more about what we need than what some of the Legislators do so he will be talking to them about that to get them to support us in keeping Home Rule in place.

The meeting was adjourned at 7:04 p.m.

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Mayor/Deputy Mayor

ATTEST:

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City Clerk Clara VanBlargan, MMC

## MEMORANDUM

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August 10, 2016

**TO:** Honorable Mayor and City Commissioners  
**VIA:** Kenneth Fields, City Manager  
**FROM:** Jennifer Nanek, Assistant to the City Manager  
**SUBJECT:** Lake Wales High School Homecoming Parade 2016  
Special Event and Road Closings

**SYNOPSIS:** Approval of the special event permit application and the request for street closings will allow the Lake Wales High School Homecoming Parade to be held on Thursday, October 13, 2016.

### RECOMMENDATION

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

- Approve the special event permit application from Lake Wales High School for the Homecoming Parade to be held Thursday, October 13, 2016 from 5:00 pm to 6:30 pm.
- Approve the request for the road closing of First Street from SR60 to Central Avenue, Central Avenue from First Street to Lake Shore Boulevard, and Lake Shore Boulevard from Central Avenue to North Wales Drive at Legion Field, and Orange Avenue and N 5<sup>th</sup> Street to Sessoms Avenue.

### BACKGROUND

Ms. Donna Dunson, Principal of the Lake Wales High School submitted a special event permit application for the Homecoming Parade to be held on Thursday, October 13, 2016 between the hours of 5:00 pm and 6:30 pm. Parade line up begins at 4:00 p.m. in the parking lot of Polk Avenue Elementary School and on south First Street with the parade starting at 5:00 p.m. The requested temporary street closings will involve the following streets;

First Street from State Road 60 north to Central Avenue, east on Central Avenue crossing SR 17 and continuing to Lake Shore Blvd., north on Lake Shore Blvd. to North Wales Drive, Orange Avenue to N 5<sup>th</sup> Street, N 5<sup>th</sup> Street to Sessoms Avenue

The crossing of Scenic Hwy (SR 17) requires a road closing permit from the Florida Department of Transportation. This permit request has been submitted to the FDOT office in Bartow. All Departments have reviewed the application and have approved the event. Lake Wales Police Department and VOICE will be available to provide escort for the parade and for traffic control.

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The Streets Department will be providing assistance with the barricades for the street closings and will take care of normal street cleaning on Friday. The Charter Schools have provided the required proof of liability insurance.

### **OTHER OPTIONS**

Do not approve the request for the Homecoming Parade and the road closings for the event.

### **FISCAL IMPACT**

In-kind service from the City is estimated to be \$1,611.84 for FY2016/2017. Lake Wales High School is responsible for 25% of the total cost or approximately \$402.96.

### **ATTACHMENTS**

Application for Special Event Permit  
Agreement to assume Financial Responsibility  
Parade Route Map



## SPECIAL EVENT APPLICATION

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

### Applicant Information:

Organization Name: Lake Wales High School

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

Address: 1 Highlander way Phone: 863-397-2290  
Lake Wales FL. 33853

### Event Contact Information:

Name: (First & Last): Kyle Ford

Mailing Address: 1 Highlander way

City, ST, ZIP: Lake Wales FL. 33853

Phone#: 863-397-2290 Email: Kyle.ford@

### Event Information:

Name of Event: Homecoming Parade

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

- Festival - an organized public gathering in a park or downtown e.g. Art Show
- Organized Competitive Event - a planned race, walk, tournament or other contest
- Parade/Walk - a public or private march, run, walk or parade of any kind.
- Circus or Carnival
- Other \_\_\_\_\_

Event Description: Homecoming Parade

Event Start Date: 10/13 Time: 5:00pm Event End Date: 10/13 Time: 6:30pm

Set up Date: \_\_\_\_\_ Time: \_\_\_\_\_ Take Down Date: \_\_\_\_\_ Time: \_\_\_\_\_

Gated/Ticketed  Open to the Public  Private Other: \_\_\_\_\_

Location of Event:

Lake Wailes Park  Downtown Market Place  Kiwanis Park

Stuart Park  Crystal Lake Park  Other 1<sup>st</sup> to Central to lakeshore to orange st.

Site Plan Requirements:

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

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

Event Components:

- |   |  |
|---|--|
| <input type="checkbox"/> Alcohol - (Special Permit Required)* | <input type="checkbox"/> Amplified Sound                                     |
| <input type="checkbox"/> Portolets                            | <input type="checkbox"/> Stage   |
| <input type="checkbox"/> Sales/Distribution/Display           | <input type="checkbox"/> Inflatables (bounce houses)                         |
| <input type="checkbox"/> Food Distribution/Sales              | <input type="checkbox"/> Concerts/Live Music                                 |
| <input type="checkbox"/> Use of electric outlets              | <input type="checkbox"/> Installation of additional outlets                  |
| <input type="checkbox"/> Use of water spigots                 | <input type="checkbox"/> Tents (permit required for tents larger than 30x30) |
| <input type="checkbox"/> Live animals                         | <input type="checkbox"/> Boat Racing   |
| <input type="checkbox"/> Temporary Structures                 | <input type="checkbox"/> On-Site Cooking                                     |
| <input type="checkbox"/> DJ                                   | <input type="checkbox"/> Amusement rides                                     |
- Other \_\_\_\_\_

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

Other Information:

Will City Streets be closed?  yes  no Requires Commission Approval

Please list all affected streets: 1<sup>st</sup> St., Central, Lakeshore, Orange

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

Please describe: \_\_\_\_\_

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

Please describe State Roads to be closed: SR 17

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

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

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

Any other requested assistance from the City? \_\_\_\_\_

Any additional information: \_\_\_\_\_

Insurance Requirements:

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

**Agreement to Assume Financial Responsibility for Injury or Damage**

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

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

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

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

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

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

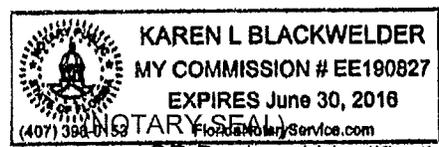
In case of non-compliance with the City's requirements in effect as of the approved date of the permit resulting from this Agreement, said permit is void.

*Donna Dunson*  
Signature of Sponsor or Authorized Representative of Sponsor  
DONNA DUNSON  
Printed Name

Jan 10 / 16  
Date

State of Florida  
County of Polk

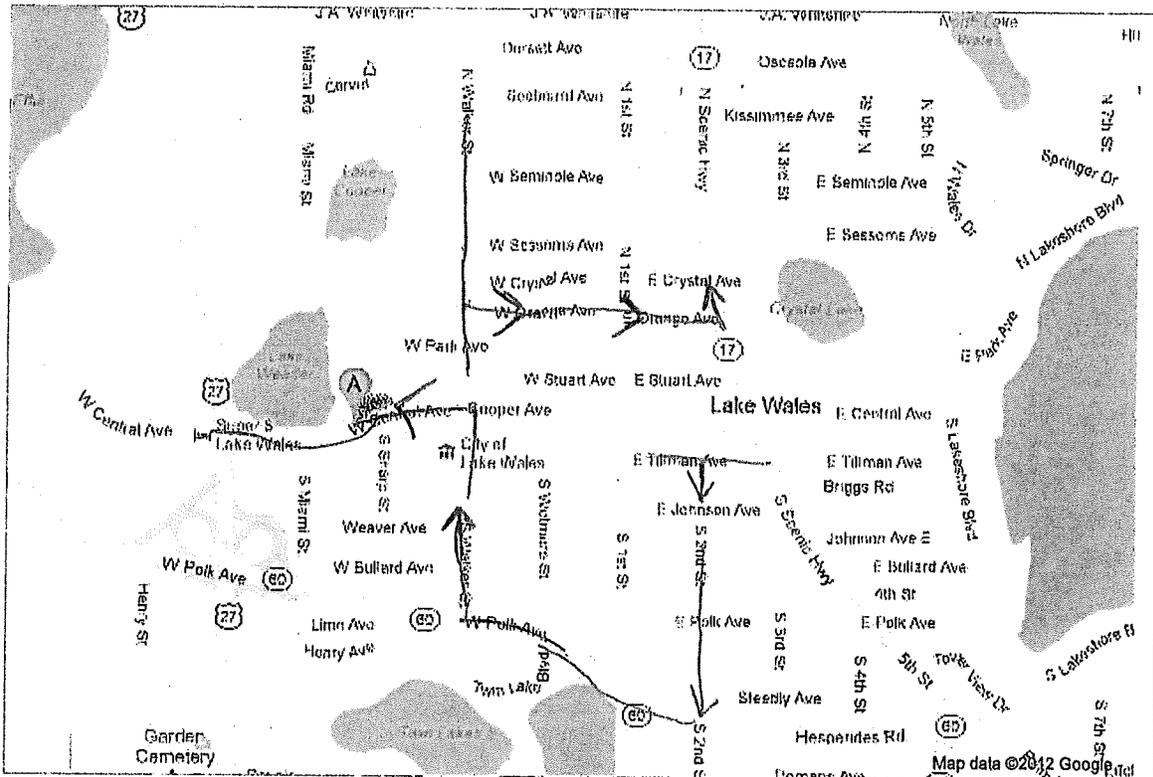
The forgoing instrument was acknowledged before me this 10th day of June, 2016 by Donna Dunson.



*Karen Blackwelder*  
Signature of Notary Public-State of Florida  
Name of Notary Typed, Printed, or Stamped

Personally Known \_\_\_\_\_ OR Produced Identification \_\_\_\_\_  
Type of Identification Produced: \_\_\_\_\_

# LWHS Homecoming Detour Routes



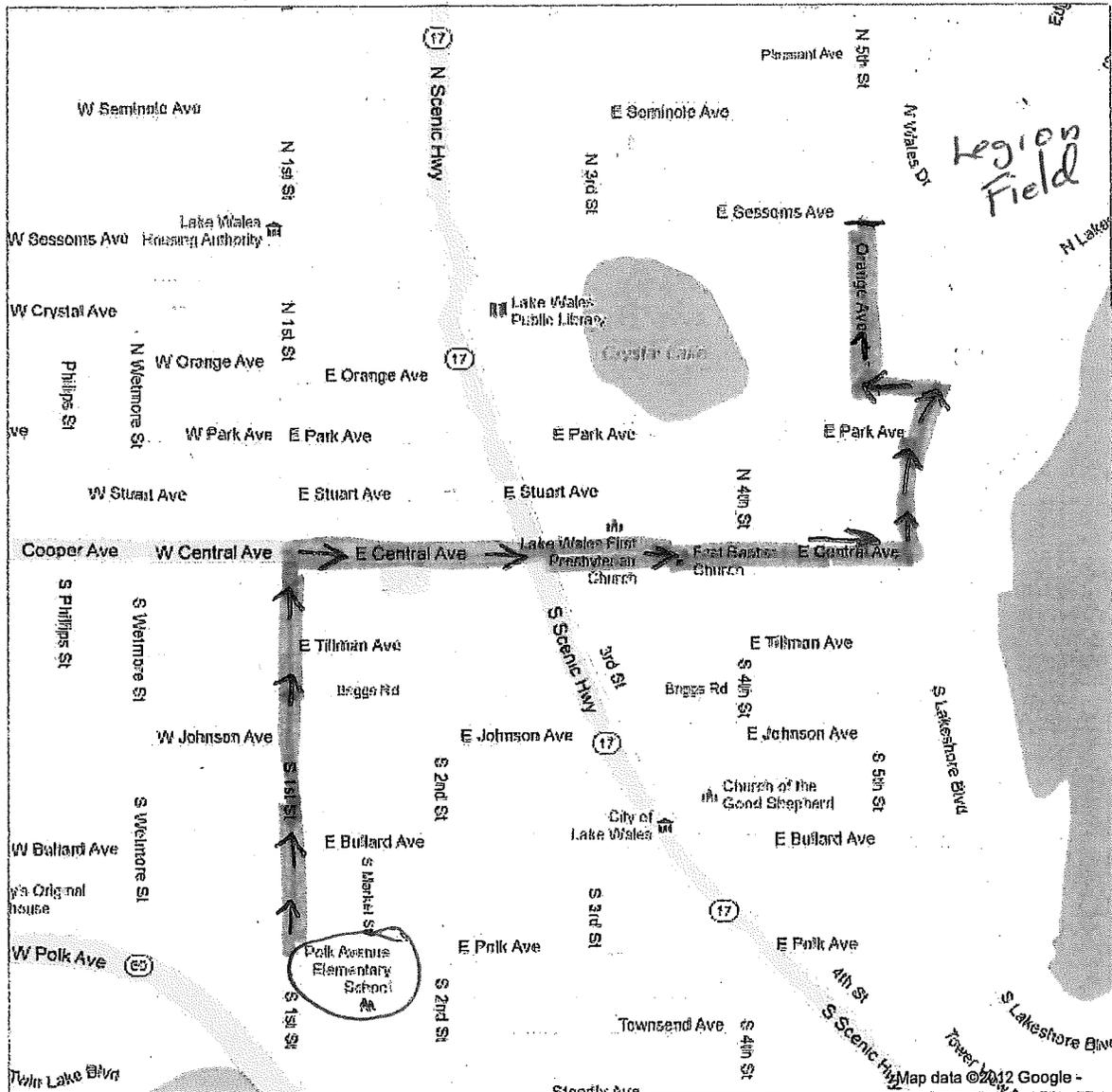
**SR17 heading Northbound - At SR17 and Tillman Avenue, go west on Tillman Avenue ,south on 2<sup>nd</sup> Street, south to Hwy. 60**

**OR**

**At SR17 and Tillman Avenue, go east on Tillman Avenue to Lakeshore Blvd., go south on Lakeshore and reach Hwy. 60 from there**

**SR17 heading southbound - At SR17 and Orange Avenue, go west to Dr. Martin Luther King Jr. Blvd., go south to Central Avenue, At Central Avenue, go west to US Hwy. 27 or stay on MLK to Hwy. 60**

# Lake Wales High School Homecoming Parade



Parade will begin at Polk Avenue Elementary School (Polk Avenue and First Street)  
 Travel north on First Street to Central Avenue; Turn right (east) on Central Avenue to  
 Lakeshore Boulevard crossing SR17  
 At Lakeshore Boulevard turn left (north) to Orange Avenue; Turn left on Orange Avenue  
 to North 5<sup>th</sup> Street where the Parade will end

## MEMORAN

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August 19, 2016

TO: Honorable Mayor and City Commission

VIA: Kenneth Fields, City Manager

FROM: Jennifer Nanek, Assistant to the City Manager

SUBJECT: Special Event Permit Application for the Veterans' Day Parade  
Temporary Street Closings

SYNOPSIS: Approval of the Special Event Permit Application will allow the American Legion Memorial Post 71 to hold a Veterans Day Parade on November 11, 2016 and will allow for the temporary closing of Central Avenue.

### RECOMMENDATION

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

- Approve the Special Event Permit application from the American Legion Memorial Post 71 to hold the Veterans' Day parade on November 11, 2016 between the hours of 1:00 p.m. and 2:00 p.m.
- Approve the request for the temporary closing of several streets in the downtown area on November 11, 2016 between the hours of 2:00 p.m. and 3:00 p.m. The streets to be closed are as follows; Central Avenue at M.L. King Jr. Blvd east, crossing Scenic HWY to Lake Shore Blvd., then north on Lake Shore Blvd to Lake Wailes Park where the parade will end.

### BACKGROUND

Ira Andy Anderson, of the American Legion Post #71, has submitted a special event permit application to hold a Veterans' Day parade on November 11, 2016 between the hours of 1:00 p.m. and 2:00 p.m. to honor all veterans past and present. This application also includes a request for the temporary closing of Central Avenue through the downtown area. Line up for the parade will begin at noon at the Municipal Administration Building. The parade route will involve the following streets:

Central Avenue from Dr. Martin Luther King Jr. Boulevard crossing Scenic Hwy to Lakeshore Blvd. then north on Lake Shore Blvd to Lake Wailes Park where the parade will end.

Affected Streets include: M.L. King Jr. Blvd, Central Avenue, and Lakeshore Blvd. We will close all the streets intersecting Central Avenue.

The Lake Wales Police Department will provide vehicular and pedestrian control and the Streets Department is coordinating the street closings. Sanitary facilities and trash clean up will be the responsibility of the sponsor. Insurance is being provided as required.

At the end of the parade, the American Legion will host a cookout for parade participants in Lake Wailes Park.

## **OTHER OPTIONS**

Do not approve the special event permit application for the Veterans' Day parade and the request for the temporary street closings.

## **FISCAL IMPACT**

Total in kind services for this event was budgeted for FY15/16 in the amount of \$743.00. The sponsor will be responsible for 25% of the total cost or \$147.96. Any additional cost related to the parade route will be the responsibility of the sponsor.

## **ATTACHMENTS**

Special Event Permit Application  
Notarized Agreement of Financial Responsibility  
Parade Route



## SPECIAL EVENT APPLICATION

City of Lake Wales  
201 W. Central Ave.  
Lake Wales, FL 33853  
863-678-4182 Ext. 270

### Applicant Information:

Organization Name: AMERICAN Legion Post 71

Is this organization classified a 501c3 status by the IRS? yes  no

Address: 1230 N. SCENIC Hwy Phone: 8635895689  
LAKE WALES  
FL 33853

### Event Contact Information:

Name: (First & Last): ANDY ANDERSON

Mailing Address: 1230 N SCENIC Hwy

City, ST, ZIP: LAKE WALES FL 33853

Phone#: 8635895689 Email: AMERICANLEGION71@gmail.com

### Event Information:

Name of Event: VETERANS DAY PARADE

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

- Festival - an organized public gathering in a park or downtown i.e. Art Show
- Organized Competitive Event - a planned race, walk, tournament or other contest
- Parade/Walk - a public or private march, run, walk or parade of any kind.
- Circus or Carnival
- Other \_\_\_\_\_

Event Description: VETERANS DAY PARADE

Event Start Date: NOV 11 Time: 1pm

Event End Date: NOV 11 Time: 2pm

Set up Date: NOV 11 Time: 12pm

Take Down Date: NOV 11 Time: 2pm

Gated/Ticketed  Open to the Public  Private Other: \_\_\_\_\_

Location of Event:

Lake Wailes Park  Downtown Market Place  Kiwanis Park

Stuart Park  Crystal Lake Park

Other SEE ATTACHED SHEET

Site Plan Requirements:

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

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

Event Components:

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

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

Other STREET BLOCKAGE

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

Other Information:

Will City Streets be closed?  yes  no Requires Commission Approval

Please list all affected streets: CENTRAL STUART 1<sup>ST</sup>

SCENIC

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

Please describe: PARADE ROUTE

SEE ATTACHED SHEET

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

Please describe State Roads to be closed: HWY 17

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

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

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

Any other requested assistance from the City? POLICE

Any additional information: SEE ATTACHED SHEET FOR ROUTE

Insurance Requirements:

BULLHARD INS. AGENCY

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

# Agreement to Assume Financial Responsibility for Injury or Damage

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

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

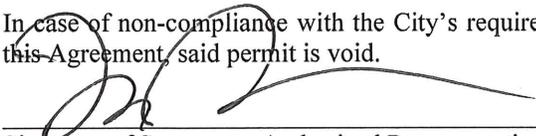
It is understood and agreed that the rights and privileges herein set out are granted only to the extent of the City's right, title and interest in land to be entered upon and used by the Permittee, and the Permittee will, at all times, assume all risk of and indemnify, defend, and save harmless the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

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

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

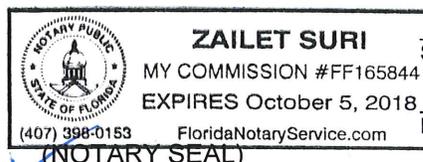
By execution hereof, the undersigned affirms that he or she is vested with full right and authority to bind the Permittee to the terms of this Agreement.

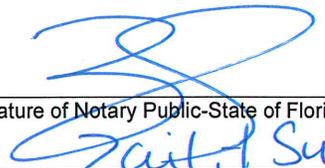
In case of non-compliance with the City's requirements in effect as of the approved date of the permit resulting from this Agreement, said permit is void.

 8-15-16  
Signature of Sponsor or Authorized Representative of Sponsor Date  
IRA ANDERSON  
Printed Name

State of Florida  
County of Polk

The forgoing instrument was acknowledged before me this 15<sup>th</sup> day of August, 2016 by IRA Anderson.



  
Signature of Notary Public-State of Florida  
Zailet Suri  
Name of Notary Typed, Printed, or Stamped

Personally Known  OR Produced Identification   
Type of Identification Produced: \_\_\_\_\_



Google earth

feet 4000  
km 1



START AT City Hall EASTON CENTRAL - NORTH ON 1<sup>st</sup> ST  
TO STUART GO EAST TO SCENIC GO NORTH TO  
FINLAY WAY 1230 SCENIC HWY

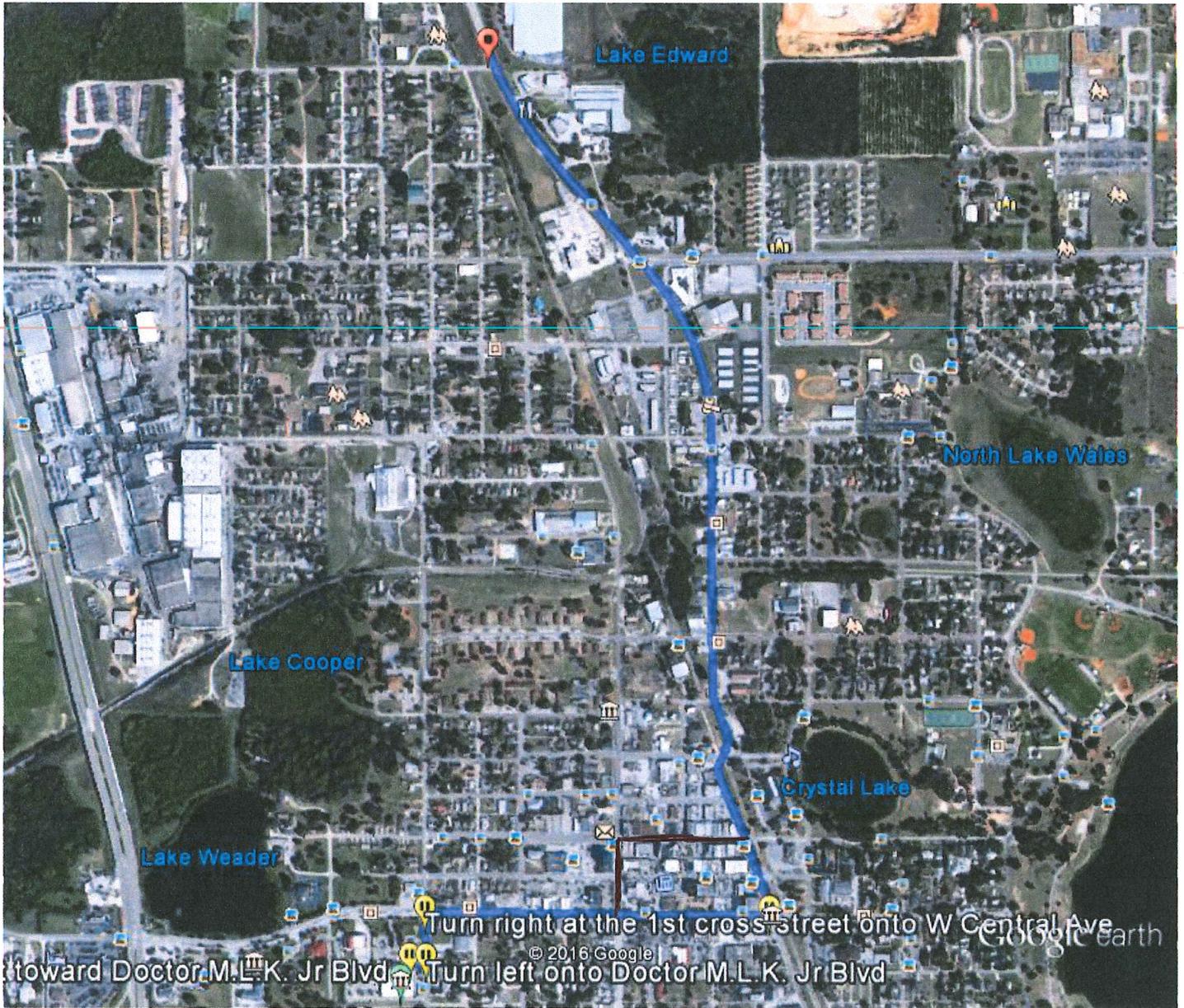
APPROX. 1.7 MILES

START TIME 1 PM

ASSEMBLE TIME 12 PM

NOV. 11<sup>th</sup> 2016  
FRIDAY

VESTERMAN'S DAY PARADE

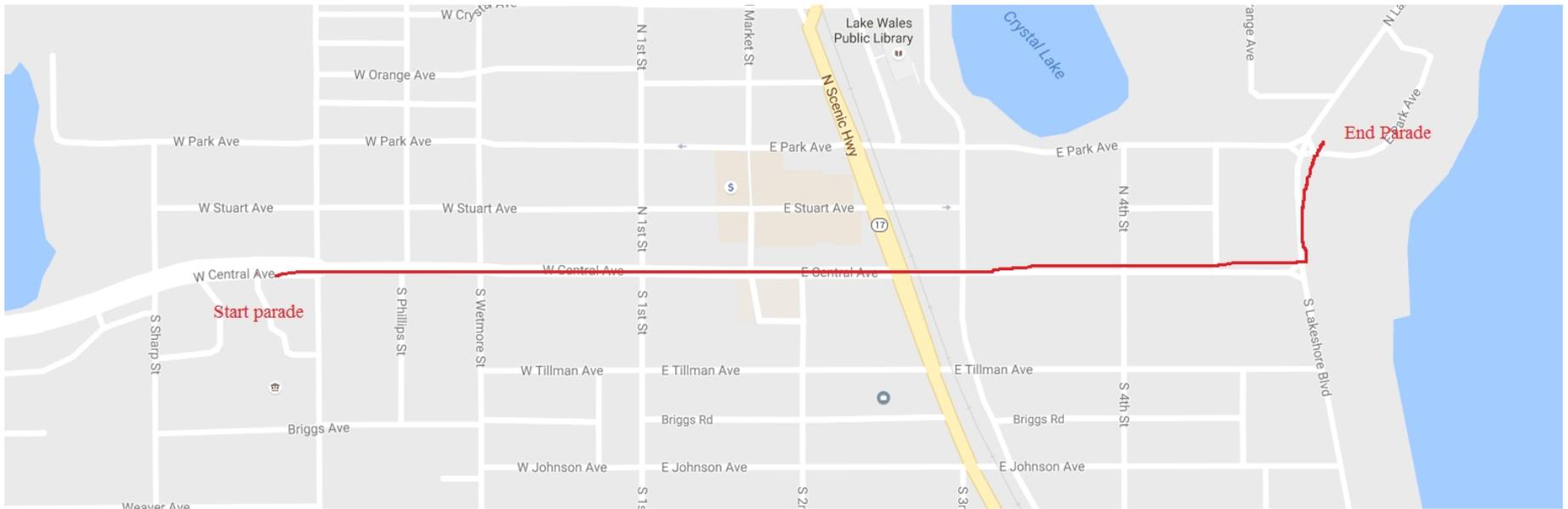


Google earth

feet 4000  
km 1



Veterans Day Parade Route - Starting at the City Administration Building ending at Lake Wales Park



## MEMORANDUM

---

August 18, 2016

TO: Honorable Mayor and City Commissioners

VIA: Kenneth Fields, City Manager

FROM: Jennifer Nanek, Assistant to the City Manager

SUBJECT: Lake Wales YMCA Annual Turkey Trot November 24, 2016  
Special Event Permit

SYNOPSIS: The approval of the special event permit application will allow the Lake Wales YMCA to hold their Annual "Turkey Trot 5K" on Thanksgiving Day, November 24, 2016 and allow for the temporary closing of a portion of the Marketplace downtown and several city intersections.

### RECOMMENDATION

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

1. Approve the special event permit application from the Lake Wales YMCA to hold the second annual "Turkey Trot 5K" on Thanksgiving Day, November 24, 2016 between the hours of 8:00 a.m. and 9:00 a.m.
2. Approve the temporary closing of a portion of the Marketplace on Park Avenue for staging of the event between 7:00 a.m. and 8:00 a.m. and for the closing ceremonies beginning at 9:00 a.m. to approximately 10:00 a.m.
3. Approve the temporary closing of several intersections along the route as the runners approach, the temporary closing of a city street and the route as follows:  
Park Avenue from 1<sup>st</sup> Street to Scenic Highway, Scenic Highway to Cypress Gardens Lane, Cypress Gardens Lane to Crystal Avenue to North 3<sup>rd</sup> Street, 3<sup>rd</sup> Street at Crystal Avenue to Park Avenue and east to Lakeshore Blvd. crossing Lakeshore to Lake Wailes Park, following the bike path (Lake Wailes Trail) to 8<sup>th</sup> Street crossing over to Lakeshore Blvd. and following Lakeshore to Polk Avenue, Polk Avenue to 5<sup>th</sup> Street, 5<sup>th</sup> Street to Johnson Avenue to 4<sup>th</sup> Street, 4<sup>th</sup> Street to Central Avenue to 3<sup>rd</sup> Street and then to Stuart Avenue, Stuart Avenue to 1<sup>st</sup> Street and back to the Marketplace on Park Avenue where the 5K ends.

### BACKGROUND

Mr. Clark Heter, CEO of the Lake Wales YMCA submitted a special event permit application to hold the second annual "Turkey Trot 5K" on Thanksgiving Day, November 24, 2016 between the hours of 8:00 a.m. and 9:00 a.m. This application includes a request for the temporary closing of a portion of the Marketplace on Park Avenue to allow for the staging of the event which will begin at 7:00 a.m. to 8:00 a.m. with the 5K beginning at 8:00 a.m. At the conclusion of the event

there will be a closing ceremony in the Marketplace at 9:00 a.m. to approximately 10:00 a.m. The YMCA has also requested the temporary closing of several intersections along the route for the protection of the runners as they approach and the temporary closing of Lakeshore Blvd. from 8<sup>th</sup> Street to Polk Avenue. The route and streets involved will include the following:

Park Avenue from 1<sup>st</sup> Street to Scenic Highway, Scenic Highway to Cypress Gardens Lane, Cypress Gardens Lane to Crystal Avenue to North 3rd Street, 3rd Street at Crystal Avenue to Park Avenue and east to Lakeshore Blvd. crossing Lakeshore to Lake Wailes Park, following the bike path (Lake Wailes Trail) to 8<sup>th</sup> Street crossing over to lakeshore Blvd. and following Lakeshore to Polk Avenue, Polk Avenue to 5<sup>th</sup> Street, 5<sup>th</sup> Street to Johnson Avenue to 4th Street, 4<sup>th</sup> Street to Central Avenue to 3<sup>rd</sup> Street and then to Stuart Avenue, Stuart Avenue to First Street and back to the Marketplace on Park Avenue where the 5K ends

City departments have reviewed the permit application and approved the event. There will be no cost to the City for in-kind services. The Lake Wales Police Department will use off-duty officers to be positioned on the route at intersections where runners will cross. Lake Wales Police Department VOICE and cadets will also be assisting with this event. The sponsor will be responsible for all costs associated with this event and providing sanitary facilities and clean up services along the route and at the Marketplace. Certificate of Liability Insurance is provided as required.

#### **OTHER OPTION**

Do not approve this special event permit application or the temporary intersection closings

#### **FISCAL IMPACT**

There will be no cost to the City for in-kind services associated with this event. The sponsor will pay 100% of the cost for off-duty officers and provide all clean up services.

#### **ATTACHMENTS**

Special Event Permit Application  
Notarized Agreements of Financial Responsibility  
Turkey Trot 5K route

# City of Lake Wales Application for Special Event Permit

Sponsor Lake Wales YMCA

Name of Event: Lake Wales Turkey Trot 5K

Description: Fun Run & Walk

Location: See attached map

Beginning Date: 11-24-16 Ending Date: 11-24-16 Hours of Operation: 8:00am - 9:00am

Sponsor Contact: Clark Heter OR Jennifer Florida

Mailing: 1001 Burns Ave

City: Lake Wales State: FL Zip: 33853

Sponsor Type: non-profit Contact Phone #: 863-676-9441 Clark  
(non-profit civic, professional, educational, religious, etc / commercial) 321-239-6077 Jennifer

Indicate manner in which each will be handled; if City assistance is requested, please indicate. (If item is not applicable, indicate "N/A")

Sanitary facilities: Porto Johns

Parking: Public

Site preparation: Barricade on Park Ave at 17 and at 1st - See Attached

Site clean-up: Volunteers

- Will vehicular traffic control be required?  No  Yes (Requires coordination with city Police & Public Works departments)
- Will pedestrian control be required?  No  Yes (Requires coordination with city Police & Public Works departments)
- Will city street(s) be closed?  No  Yes (Requires Commission approval)
- Will state road(s) be closed?  No  Yes (Requires permit from Dept of Transportation)
- Will add'l trash receptacles be required?  No  Yes (Requires coordination with BFI)
- Will tent(s) be erected?  No  Yes (Requires building permit & inspection)
- Will temporary structure(s) be erected?  No  Yes (Requires building permit & inspection)
- Will electrical service be installed?  No  Yes (Requires electrical permit & inspection)
- Will live animal(s) be included in event?  No  Yes (Requires coordination with city Code Enforcement Officer)
- Will amusement ride(s) be operated?  No  Yes (Requires permit from Dept of Agriculture & Consumer Services)
- Will food vendor(s) be utilized?  No  Yes (Requires health permit & county occupational license)
- Will craft or other vendor(s) be utilized?  No  Yes (Requires county occupational license)

- Attachments. (Items marked "x" are required with all applications; indicate additional attachments)
- Diagram showing site location & layout, parking areas, traffic patterns, electrical, etc
  - Agreement to Assume Financial Responsibility for Injury or Damage
  - Legal description & notarized letter of consent (required for event on private property)
  - Dept of Transportation Road Closing Permit (required for state road closing)

Sponsor has received a copy of Ordinance 93-02 and understands that Sponsor will be required to show proof of Liability Insurance and will be required to reimburse City for costs associated with Special Event unless such requirements are specifically waived by the City Manager in granting the permit. City occupational license fees are required for some events as specified in Ordinance 93-02.

Signature of Sponsor's Authorized Representative: [Signature]

Date: 11/12/2016



CITY OF LAKE WALES  
FACILITY USE APPLICATION, CONTRACT AND PERMIT FOR  
AGREEMENT TO ASSUME FINANCIAL RESPONSIBILITY FOR INJURY OR DAMAGE

Applicant: YMCA Event: TURKEY TROT Location: See Attached Map

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

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

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

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

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

[Signature]  
Signature of Sponsor or Authorized Representative of Sponsor  
Clark Heter  
Printed Name

8/12/2016  
Date

State of Florida  
County of Polk

The forgoing instrument was acknowledged before me this 12 day of August, 20 16 by

Clark William Heter

[Signature]  
Signature of Notary Public-State of Florida  
Tiffany A Rodriguez  
Name of Notary Typed, Printed, or Stamped



Personally Known  OR Business Registration   
Type of Identification Produced: FLDL # H360-119-67-129-0

**Lake Wales Turkey Trot 5k**  
**Thursday, November 24, 2016**  
**Race Description**

The 5k run/walk route remains unchanged from the previous three (3) years.

Starting at the Clock on Park Ave and Market Street. Park Ave will be closed off via barricades at N. Scenic Highway and at 1<sup>st</sup> Street. The Runners start by crossing over N. Scenic Highway where an Officer will be stopping any vehicles while the runners cross. This being the very start of the race, the vehicles will only be delayed for a few minutes. This Officer will then move over to Central Ave and wait for the runners to come back toward the finish line.

The Runners will run the route depicted on the attached map following the direction of the red arrows. The Yellow balloons with numbers 1, 2 and 3 indicate the mileage marker of the route. We will have volunteers at all intersections to keep the runners on route along with directional arrow signs that we will supply. Bike Marshals (volunteers that we will supply) will lead the runners as well as ride with the runners along the route. We will have three (3) on Bicycle.

Once the runners approach S. Lakeshore Boulevard to cross over into the parking lot and access the paved trail along the lake, an Officer will be positioned on Lakeshore and Park to stop vehicles in between runners crossing. The first runner is expected to cross Lakeshore at approximately 8:04 a.m. and the last runner will cross no later than 8:12 a.m. This Officer can then move up to N. Scenic Highway and Central to assist the other Officer already there.

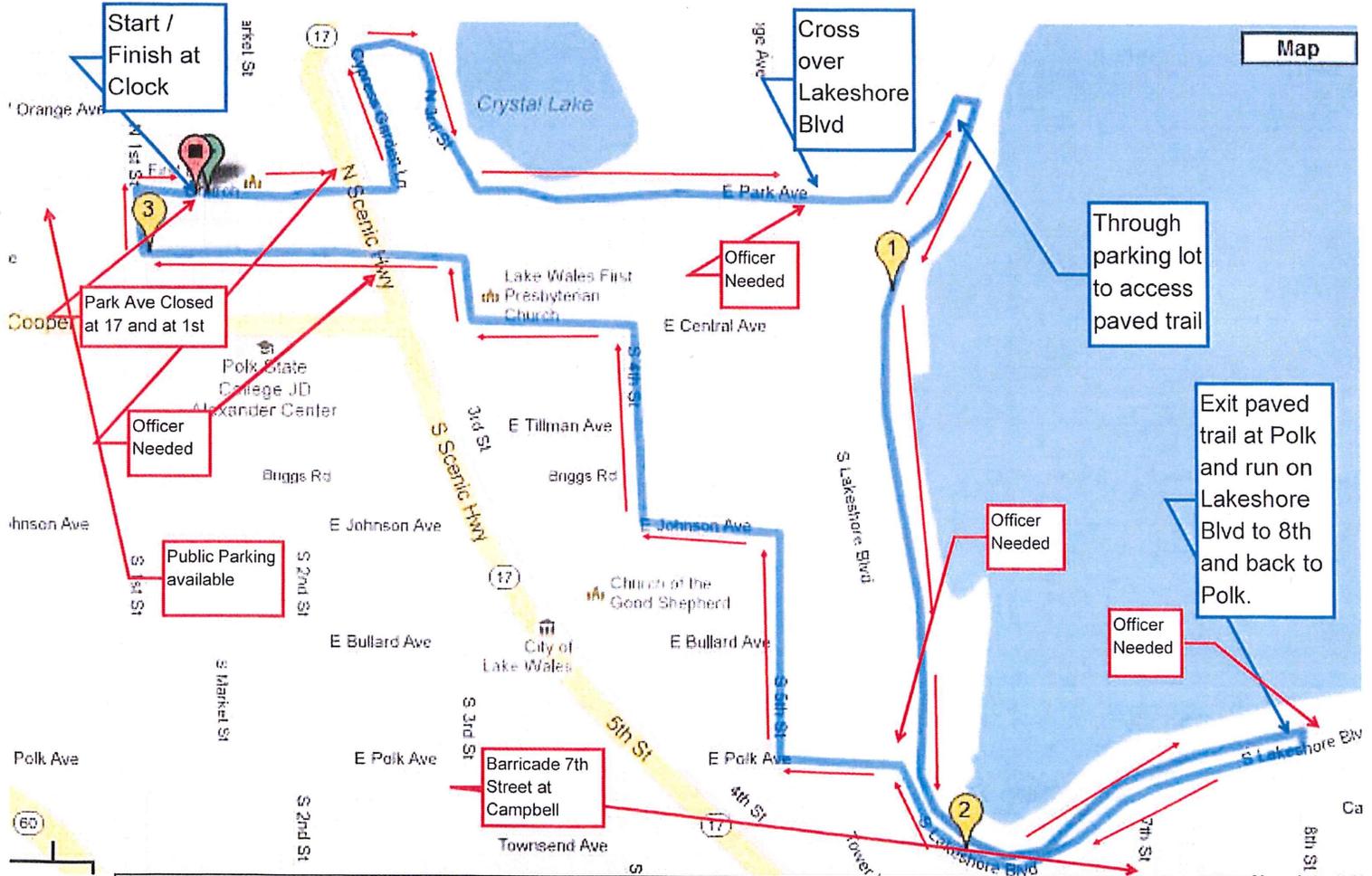
Runners continue along the paved trail until they exit onto Lakeshore at 8<sup>th</sup> Street where another Officer will be waiting to allow the runners to cross. Lake Shore will be closed during this time from 8<sup>th</sup> Street to Polk Avenue. 7<sup>th</sup> Street will have a Barricade at Campbell with a volunteer to ensure no traffic from 7<sup>th</sup> attempts to enter Lakeshore Blvd. We expect the first runner to come off the path at 8<sup>th</sup> Street at approximately 8:10 a.m. and the last runner will be completely off of Lakeshore no later than 8:40 a.m. The runners exit Lakeshore Blvd. via Polk Avenue.

The runners continue on the route as per the enclosed map and cross back over N. Scenic Highway at Central with the two (2) Officer's stationed there to periodically stop vehicles. N. Scenic Highway will not be closed, only intermediate stopping of vehicles as runners approach the intersection to cross. The first runner will arrive at the intersection at approximately 8:15 a.m. and the last runner will cross no later than 8:50 a.m.

The Awards Ceremony for the runners will start at 9:00 a.m. and the entire event will be complete by 9:30 a.m. with all cleanup completed by our volunteers and Park Ave reopened no later than 10:00 a.m.

# Lake Wales Turkey Trot 5k

November 24, 2016 Thanksgiving Morning 8am



4 Police Officers needed via Special event/ Off Duty Detail. Possible C.O.P's, Explorers or Cadets and/or volunteers in safety gear at intersections to keep runners on route

## MEMORANDUM

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August 13, 2016

**TO:** Honorable Mayor and City Commissioners

**VIA:** Kenneth Fields, City Manager

**FROM:** Jennifer Nanek, Assistant to the City Manager

**SUBJECT:** Special Event Permit Application for the Annual Kiwanis Club  
Christmas Parade and temporary road closing, December 10, 2016

**SYNOPSIS:** Approval of the special event permit application will allow the Lake Wales Kiwanis Club to present the annual Christmas Parade on Saturday December 10, 2016 and allow for the temporary closing of several streets

**RECOMMENDATION:**

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

1. Approve the special event permit application from the Lake Wales Kiwanis Club for the annual Christmas parade to be held Saturday evening, December 10, 2016 between the hours of 6:00 p.m. and 8:00 p.m.
2. Approve the parade route which will begin at Lake Wailes Park, travel up Central Avenue to Dr. Martin Luther King Jr. Blvd. north to Stuart Avenue where it will end
3. Approve the temporary closing of North 5<sup>th</sup> Street, Orange Avenue, the Horseshoe Drive in Lake Wailes Park, Lake Shore Blvd. from Orange Avenue to Central Avenue, and from Central Avenue at Lake Shore Blvd. to Dr. Martin Luther King Jr. Blvd. and Marin Luther King Blvd. to Stuart Avenue

**BACKGROUND:**

Larry Tonjes, on behalf of the Lake Wales Kiwanis Club, submitted a special event permit application for the Annual Christmas Parade to be held Saturday, December 10, 2016 from 6:00 p.m. to 8:00 p.m. Line up for the parade will begin at 4:00 pm. on North 5<sup>th</sup> Street and on Orange Avenue and along the Horseshoe Drive of Lake Wailes Park.

The application also includes a request for the temporary closing of several streets as follows: 5<sup>th</sup> Street, Orange Avenue and the Horseshoe Drive in Lake Wailes Park for the parade line up, Lakeshore Boulevard south to Central Avenue, west on Central Avenue crossing SR17/Scenic Highway to Dr. Martin Luther King Jr. Boulevard where the parade will end on Stuart Avenue

The crossing of Scenic Highway requires a permit from the Florida Department of Transportation and this request will be submitted to the Bartow office after commission has approved the event.

Staff has reviewed the application and has no issues with the event or road closings. Lake Wales Police Department and VOICE will be handling pedestrian and vehicular traffic control. The Streets Department will coordinate the street closings and trash clean up. The Kiwanis Club will be responsible for the parade line up and staging and any sanitary facilities that might be necessary. Insurance is being provided by the sponsor as required.

**OTHER OPTIONS:**

Not to approve this event and road closings.

**FISCAL IMPACT:**

The total cost of in-kind services in the proposed budget for FY16/17 is \$2,101.04 with the Kiwanis Club being responsible for 25% of the total cost or approximately \$525.26

**ATTACHMENTS**

Special Event Permit Application  
Notarized Agreement to Assume Financial Responsibility  
Parade Route



## SPECIAL EVENT APPLICATION

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

### Applicant Information:

Organization Name: Kiwanis Club of Lake Wales

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

Address: PO Box 1037 Phone: 863-632-2397  
Lake Wales, FL  
33859

### Event Contact Information:

Name: (First & Last): Larry Tonjes  
Mailing Address: PO Box 2399  
City, ST, ZIP: Lake Wales  
Phone#: (863)632-2397 Email: larlaroy@msn.com

### Event Information:

Name of Event: Annual Christmas Parade

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

- Festival - an organized public gathering in a park or downtown e.g. Art Show
- Organized Competitive Event - a planned race, walk, tournament or other contest
- Parade/Walk - a public or private march, run, walk or parade of any kind.
- Circus or Carnival
- Other \_\_\_\_\_

Event Description: Annual Christmas Parade

Event Start Date: 12/10 Time: 6:00 Event End Date: 12/10 Time: 8:00?

Set up Date: 12/10 Time: 3:00 Take Down Date: 12/10 Time: 9:00?

Gated/Ticketed  Open to the Public  Private Other: \_\_\_\_\_

Location of Event:

Lake Wailes Park  Downtown Market Place  Kiwanis Park  
 Stuart Park  Crystal Lake Park  Other \_\_\_\_\_

### Site Plan Requirements:

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

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

### Event Components:

- |   |  |
|---|--|
| <input type="checkbox"/> Alcohol - (Special Permit Required)* | <input type="checkbox"/> Amplified Sound                                     |
| <input checked="" type="checkbox"/> Portolets                 | <input type="checkbox"/> Stage   |
| <input type="checkbox"/> Sales/Distribution/Display           | <input type="checkbox"/> Inflatables (bounce houses)                         |
| <input type="checkbox"/> Food Distribution/Sales              | <input type="checkbox"/> Concerts/Live Music                                 |
| <input type="checkbox"/> Use of electric outlets              | <input type="checkbox"/> Installation of additional outlets                  |
| <input type="checkbox"/> Use of water spigots                 | <input type="checkbox"/> Tents (permit required for tents larger than 30x30) |
| <input type="checkbox"/> Live animals                         | <input type="checkbox"/> Boat Racing   |
| <input type="checkbox"/> Temporary Structures                 | <input type="checkbox"/> On-Site Cooking                                     |
| <input type="checkbox"/> DJ                                   | <input type="checkbox"/> Amusement rides                                     |
- Other \_\_\_\_\_
- 
- 

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

Other Information:

Will City Streets be closed?  yes  no Requires Commission Approval

Please list all affected streets: Lakeshore Blvd between  
Wailes Dr. and Central, Central from Lakeshore  
to MCK

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

Please describe: "horseshoe" area at Lake Wailes Park

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

Please describe State Roads to be closed: intersection of Central  
and SR 17 to be closed during parade

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

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

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

Any other requested assistance from the City? the usual from  
Streets dept. and police dept.

Any additional information: \_\_\_\_\_

Insurance Requirements:

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

# Agreement to Assume Financial Responsibility for Injury or Damage

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

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

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

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

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

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

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

Garry Jones  
Signature of Sponsor or Authorized Representative of Sponsor

8/17/16  
Date

Larry Jones  
Printed Name

State of Florida  
County of Polk

The forgoing instrument was acknowledged before me this 17<sup>th</sup> day of August, 2016 by

Larry Jones

Jamita Navelle  
Signature of Notary Public-State of Florida

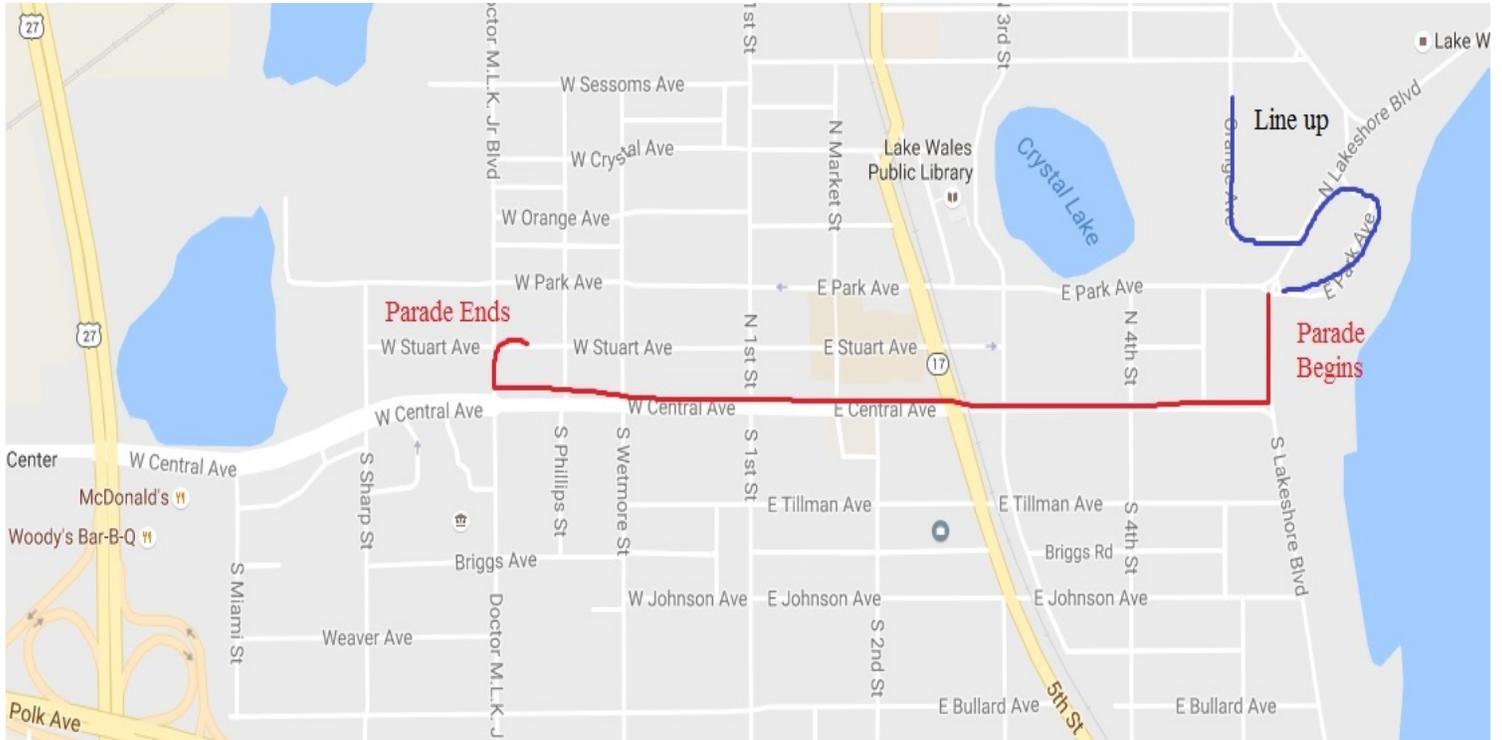
Jamita Navelle  
Name of Notary Typed, Printed, or Stamped

(NOTARY SEAL)

Personally Known X OR Produced Identification \_\_\_\_\_  
Type of Identification Produced: \_\_\_\_\_



**LAKE WALES KIWANIS CLUB  
CHRISTMAS PARADE  
PARADE ROUTE**



The Christmas Parade will line up at Lake Wailes Park, on Orange Avenue (the portion that runs alongside Crystal Lake Park) and on North 5<sup>th</sup> Street. The Parade will travel south on Lake Shore Blvd to Central Avenue, east on Central Avenue crossing SR 17/Scenic Hwy, and continue until Dr. Martin Luther King, Jr Blvd and North to Stuart Avenue where the parade ends.

## MEMORANDUM

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**DATE:** August 26, 2016

**TO:** Honorable Mayor and City Commission

**VIA:** Kenneth Fields, City Manager

**FROM:** James Slaton, Public/Support Services Director

**SUBJECT:** Contract Award - Highlands Oil Company, Inc.

**SYNOPSIS:** *Staff is requesting Commission approval of the vendor selection of Highlands Oil Company, Inc. for the purchase and delivery of gasoline and diesel fuel.*

### RECOMMENDATION

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

1. Approve the contract with Highlands Oil Company, Inc., 1130 N. Scenic Highway, Lake Wales, FL, for the purchase of gasoline and diesel fuel.
2. Authorize the City Manager to execute the contract on behalf of the City

### BACKGROUND

City staff advertised a Request for Proposals (RFP #16-418) for the purchase and delivery of fuel as the City's current fuel delivery contract expires September 30, 2016.

Highlands Oil Company, Inc., The City's current fuel provider, was the only qualified bidder to respond with a proposal. Highlands Oil Company, Inc. submitted a proposal with a firm markup of \$0.149 per gallon for Unleaded Gasoline and On Road Diesel and \$.169 per gallon for Off Road Diesel.

In addition to delivering fuel to the City's fuel sites and generators, Highlands Oil Company, Inc. offers the following benefits to the City:

- A terminal located within Lake Wales. This reduces delivery fees and provides the City with an additional fuel site if needed during a disaster event.
- Five retail fuel outlets located within the city limits. Each of these retail outlets can be made available for City use during a disaster event if needed.
- A full service, in-house, maintenance department. Highlands Oil maintenance staff can repair City-owned fuel tanks, pumps, hoses, meters, etc.
- The ability to provide 90 Rec non-ethanol gasoline. The use of non-ethanol gasoline in small-engine equipment has reduced the maintenance requirements of the equipment.

### OTHER OPTIONS

The City Commission may choose not award this contract to Highlands Oil Company, Inc. and direct staff to re-advertise the Request for Proposals.

**FISCAL IMPACT**

The City will expend an estimated \$190,000 for fleet fuel during FY2017.

**ATTACHMENTS**

Contract with Highlands Oil Company, Inc.  
RFP# 16-418  
RFP Submittal from Highlands Oil Company, Inc.

## AGREEMENT FOR THE PURCHASE OF GASOLINE AND DIESEL FUEL AND PUMP/TANK MAINTENANCE

This Agreement is made this \_\_\_ day of \_\_\_\_\_, 2016 by and between the City of Lake Wales with offices at 201 W. Central Avenue, Lake Wales, FL (the "City") and Highlands Oil Company, Inc. with offices at 1130 N. Scenic Highway, Lake Wales, FL (the "Seller").

### 1. SCOPE OF WORK

This Agreement is issued to provide funding required to cover services, supplies and material furnished by Seller to the City to perform the work associated with delivery of Unleaded Gasoline, Off-Road Diesel and On-Road Diesel fuels, along with Pump/Tank Maintenance, as described in RFP #16-418, "Purchase of Fuel and Pump/Tank Maintenance". The work will be performed at the City's facilities located at 125 E. Crystal Avenue, 235 W. Central Avenue, 600 Chalet Suzanne Road and various generator sites located within Lake Wales, FL.

### 2. TIME AND PERFORMANCE OF THE WORK

Time is of the essence in the performance of this Agreement. Seller shall proceed with the utmost diligence and dispatch in the performance of Service Requests under this Agreement

### 3. TERM

The term of this Agreement shall commence on October 1, 2016 upon approval of the Commission, and expire on September 30, 2019, with the option to renew for Two (2), One-year terms upon mutual agreement of both parties, unless otherwise terminated as provided herein.

The vendor acknowledges that the City, during any fiscal year, shall not expend money, incur any liability, or enter into any agreement which, by its terms, involves the expenditure of money in excess of the amounts budgeted or the reduction of revenues for those budgeted agreements that may be available for expenditure during such fiscal year.

### 4. RATES

Billing rates shall remain fixed during the term of this Agreement.

### 5. RESPONSIBILITIES

A. Seller shall provide all equipment, labor and material necessary to perform the required service. No equipment, material or personnel shall be provided by the City to Seller.

B. In the performance of the services, Seller shall provide personnel who are qualified, careful and efficient employees in strict conformity with the best practices and applicable standards. Upon request of the City, Seller shall remove from the performance of the services hereunder any of its employees who, in the City's judgment, has not conducted himself properly or is not qualified to perform the work.

C. The City's representative is James Slaton, Public/Support Services Director, and is the only individual authorized to administer this Agreement including, making the changes in or redirecting the work to be performed by Seller.

## 6. INSURANCE

A. During the term of this Agreement and at all times that Seller performs services for City, Seller shall, at its sole cost and expense, procure and maintain insurance policies from a licensed carrier with the following minimum limits and coverage:

(1) Comprehensive general liability insurance for a limit of \$3,000,000 each occurrence and \$6,000,000 in the aggregate, including but not limited to coverage for bodily injury and property damage. Products and completed operations aggregate shall be \$6,000,000. Fire damage liability shall be included at \$100,000.

(2) Worker's compensation coverage is to apply for all employees for statutory limits in compliance with the applicable state and federal laws. The policy must include Employer's Liability with a limit of \$3,000,000 each accident, \$1,000,000 each employee, \$1,000,000 policy limit for disease.

(3) Comprehensive automobile liability insurance with a limit of not less than \$3,000.00 each accident for bodily injury and property damage liability. Such insurance shall cover liability arising out of any auto (including owned, hired and non-owned autos). The policy shall be endorsed to provide contractual liability coverage.

B. Certificates of Insurance evidencing the required coverage and limits shall be furnished to City before any Work is commenced hereunder and shall provide that there will be no cancellation or reduction of coverage without thirty (30) days prior written notice to the City. Certificates of such insurance shall name City as Additional Insured on such policies. The certificates of insurance should also state specifically that the indemnity contained in this Agreement is covered.

C. Seller shall require that each sub-Seller provide and maintain at all times during the term of this Agreement insurance equivalent to that which is required of Seller.

## 7. INDEMNIFICATION

A. Seller shall defend, indemnify and save the City, its elected and appointed officials, employees, or agents harmless from and against all liabilities, claims, costs, damages and expenses (including attorneys' fees) for personal injuries, death or property damage (including theft) to the extent arising out of or in connection with:

(1) The negligence or intentional act or omission of Seller, its employees, agents, representatives and sub-Sellers; or

(2) Seller's breach of this Agreement; or

(3) Labor, materials, services, or supplies furnished by sub-Sellers or suppliers

of Seller and from all related liens, including without limitation , laborer's, materialmen's or mechanics' liens.

## 8. GENERAL

A. Governing Law. This Agreement shall be governed and construed in accordance with the Laws of the State of Florida.

B. Entire Agreement. This Agreement constitutes the entire Agreement between the parties with respect to the subject matter contained herein and shall supersede all prior oral and written understandings, agreements and proposals. No modification of this Agreement shall be valid unless made in writing, referring to this Agreement, and executed by City and Seller.

C. Independent Seller. Seller, in performance of the Work under this Agreement, is acting as an independent Seller and shall have the exclusive control of the manner and means of performing the work. Personnel and subSellers supplied by Seller hereunder are not City's employees, agents or representatives, and Seller assumes full responsibility for their acts.

D. Work Rules. Seller's employees, agents and subSellers shall observe the working hours, working rules, holiday schedules and policies of City while working on City's premises.

E. Assignment. This Agreement shall be binding upon the parties' respective successors and permitted assigns. Seller may not assign this Agreement or any of its rights or obligations hereunder without the prior written consent of City, and any such attempted assignment shall be void. Furthermore, no work to be performed on behalf of Seller hereunder shall be subcontracted to or performed on behalf of Seller in an amount exceeding One Dollar (\$1.00) by any third party, except upon written permission of City. Seller agrees that any assignment hereunder shall not relieve Seller of its obligations hereunder.

F. Notices. Any notices or communication under this Agreement shall be in writing and shall be personally delivered or sent by certified or registered mail return receipt requested or by confirmed facsimile transmission to the party receiving such communication at the address specified below or such other address as either party may in the future specify to the other party.

To City: James Slaton, Public/Support Service Director  
City of Lake Wales  
P.O. Box 1320  
Lake Wales, FL 33859 – 1320

To Seller: Tom Horvatits  
Highlands Oil City, Inc.  
1130 North Scenic Highway  
Lake Wales, FL 33853

G. Waiver. A failure of either party to exercise any right provided herein, shall not be deemed to be a waiver of any right hereunder.

H. Compliance with Laws. Seller's employees, agents and subSellers shall comply with all applicable U.S., state and local laws and regulations and union work rules in its performance of its obligations hereunder.

I. Public Records. Seller acknowledges that it is acting on behalf of a Public agency and that this Agreement is subject to the provisions of §119.0701, Florida Statutes, and that Seller must comply with the public records laws of the State of Florida. Seller shall:

(1) Keep and maintain public records required by the public agency to perform the service.

(2) Upon request from the public agency's custodian of public records, the Seller shall provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

(3) The Seller shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.

(4) The Seller shall, upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the Seller or keep and maintain public records required by the public agency to perform the service. If the Seller transfers all public records to the public agency upon completion of the contract, the Seller shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Seller keeps and maintains public records upon completion of the contract, the Seller shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

(5) A request to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the Seller of the request, and the Seller must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.

(6) If Seller does not comply with a public agency's request for records, the public agency shall enforce the contract provisions in accordance with the contract.

(7) A Seller who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under s. 119.10.

(8) If a civil action is filed against a Seller to compel production of public records relating to a public agency's contract for services, the court shall assess and award against the Seller the reasonable costs of enforcement, including reasonable attorney fees, if:

(a) The court determines that the Seller unlawfully refused to comply with the public records request within a reasonable time; and

(b) At least 8 business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the Seller has not complied with the request, to the public agency and to the Seller.

(9) A notice complies with subparagraph (8)b if it is sent to the public agency's custodian of public records and to the Seller at the Seller's address listed on its contract with the public agency or to the Seller's registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.

(10) A Seller who complies with a public records request within 8 business days after the notice is sent is not liable for the reasonable costs of enforcement.

**IF THE SELLER HAS QUESTIONS REGARDING THE APPLICATION OF  
CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY  
TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT,  
CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**863-678-4182 ext. 228**

**[cvanblargan@cityoflakewales.com](mailto:cvanblargan@cityoflakewales.com)**

**City of Lake Wales  
Attn: City Clerk  
201 W. Central Ave  
Lake Wales, FL 33853**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

**City of Lake Wales**

**Highlands Oil Company, Inc.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Kenneth Fields  
Printed Name

\_\_\_\_\_  
Printed Name

City Manager  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



City of Lake Wales

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Request for Proposal

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*Purchase of Fuel and Pump/Tank Maintenance*

*RFP NO. 16-418*

**Cut along border and affix this label to your sealed bid envelope to identify it as a “Sealed Bid”. Be sure to include the name of the company submitting the bid where requested.**

<b>SEALED BID – DO NOT OPEN</b>
SEALED RFP NO: 16-418
RFP TITLE: Purchase of Fuel and Pump/Tank Maintenance
DUE DATE/TIME: Tuesday, August 16, 2016 at 2:00 PM
SUBMITTED BY: _____ Name of Company

DELIVER TO: City of Lake Wales City Manager’s Office Attention: Drew Buckner, Purchasing Agent 201 West Central Avenue Lake Wales, FL 33853
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Please Note: From time to time, addenda may be issued to this Request for Proposal. Any such addenda will be posted on the same website, [www.cityoflakewales.com](http://www.cityoflakewales.com), from which you obtained this Request for Proposal. Before submitting your proposal, you should check our website to download any addenda that may have been issued.

# REQUEST FOR PROPOSAL

RFP #16-418

July 18, 2016

**NOTICE IS HEREBY GIVEN** that the City of Lake Wales is accepting sealed proposals for:

## **Purchase of Fuel and Pump/Tank Maintenance**

**At 2:00 P.M., EST on Tuesday, August 16, 2016**, in the City Commission Chambers at the Municipal Administration Building, 201 Central Ave. W., Lake Wales, Florida, bids will be opened and read aloud.

**An original and two (2) copies** of all proposals, including all executed documents and needed attachments, shall be placed in a sealed envelope, marked "RFP 16-418: SEALED PORPOSAL FOR PURCHASE OF FUEL AND FUEL/TANK MAINTENANCE", and delivered prior to the opening deadline, 2:00 P.M., EST on Tuesday, August 16, 2016.

A **non-mandatory pre-bid conference** will be held at the City of Lake Wales, City Commission Chambers located at 201 Central Avenue West, Lake Wales, Florida, on **Tuesday, August 2, 2016 at 10:00 A.M.** Staff will be available to answer any questions and can conduct a site visit at the end of the pre-bid meeting.

### **Intent**

The City of Lake Wales is seeking a qualified vendor to provide delivery of fuel to fuel tanks and generators located in the City of Lake Wales and pump/tank maintenance.

### **Responding to the Request for Proposal**

All persons and firms wishing to submit proposals must obtain a complete copy of the Request for Proposal and submit all required forms as outlined in the solicitation document with their response. Proposals and related forms can be accessed on the City's website, [www.cityoflakewales.com](http://www.cityoflakewales.com): Departments: Purchasing, or by contacting Drew Buckner, Purchasing Agent, via email at [abuckner@cityoflakewales.com](mailto:abuckner@cityoflakewales.com).

Faxed or e-mailed responses will not be accepted. Responses may be hand delivered, mailed, or delivered via courier service to the following address:

<p>City of Lake Wales City Manager's Office Attention: Drew Buckner, Purchasing Agent 201 West Central Avenue Lake Wales, FL 33853</p>
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## SPECIFICATIONS

1. Proposers shall price their product to the City in the following manner:

Base Cost: Lowest priced Pull Point from the Port of Tampa with available product.  
Base Cost to be validated by daily Oil Price Information Sheet (OPIS) price sheets (Tampa Rack) provided by the supplier via-e-mail or fax.

Firm Markup: To be established by each bidder.

Freight: Based upon standard common carrier published rates for delivery to the sites listed within this bid. For split loads, freight will be assessed based on the farthest delivery point only to each delivery point only to each delivery. Two (2) or more freight charges are not authorized. The bidder shall provide freight rates.

Fuel Freight Surcharge: This charge shall be calculated based upon the weekly price posted on the Department of Energy fuel cost table (E-10 or Diesel Lower Atlantic) listed on [www.eia.doe.gov](http://www.eia.doe.gov). Surcharge % (if any) shall be applied based upon the carrier's % table provided to the City by the proposer.

Split charge: None

2. Priority: Due to the City fueling City emergency vehicles, the City is asking the successful proposers to supply a letter indicating that the City will be placed on the highest priority for fuel delivery should a natural disaster, such as a hurricane, occur. At the time that an emergency is declared by the City, the successful proposer shall be notified and shall make arrangements for sufficient fuel to be on hand.
3. Products: All products shall conform to Florida Department of Agriculture standards.

87 E-10                      Unleaded Gasoline

On-Road Diesel Fuel    #2 Ultra Low Sulfur Diesel Fuel for use in on and off- highway engines per ASTM Spec D975

Off-Road Diesel Fuel: #2 Dyed Diesel Fuel per ASTM D975 for use in off-highway applications.

90 Rec (Non-Ethanol)    Unleaded Gasoline

All fuel is to be delivered with the exception of the 90 Rec Gasoline. City staff will pick up this fuel weekly.

4. Quantities: In the event of nationwide or local shortage, the vendor shall agree to furnish the City the same percentage of product as may be furnished to any other purchaser providing that such agreement shall not contravene regulations which may be established by the Government of the United States.

If, during the course of the contract, another Department is opened, the successful vendor for that area agrees to deliver E-10, gasoline/fuel oil to that Department for the remainder of the contract.

5. Terminal Code: The Tampa terminal shall be used by the City to refer to the OPIS average price. The OPIS average price for the Tampa terminal shall be used as a basis for prices under the contract regardless of which terminal is actually used for delivery.
6. Prices: The Firm Mark-up prices shall be based on the weekly average price for each product for each product for all companies at each terminal location indicated as reported by the OPIS report plus a firm markup. The firm markup shall include the vendor's profit, delivery costs, and any other costs the vendor wished to include. The firm markup shall not change during the term of the contract. The petroleum inspection fee, Florida and local option road use, and City taxes shall be added at the time of invoicing. No other charges shall be added.
7. Drop Charges: Most locations will require more than one drop. Vendors are encouraged to familiarize themselves with the facilities.
8. Tank sizes are as follows: All tanks are located in Lake Wales, Florida.
  - a) Tank #1 - 2000-gallon tank - unleaded E-10 Fleet Maintenance, 125 E. Crystal Ave.
  - b) Tank #2 - 1000 gallon tank - Off Road Diesel – Fleet Maintenance, 125 E. Crystal Ave.
  - c) Tank #3 – 2000-gallon tank – unleaded E-10 Fleet Maintenance, 125 E. Crystal Ave.
  - d) Fire Station #1 - 1000 gallon tank – On Road Diesel, 253 W. Central Ave.
  - e) Fire Station #2 - 1000 gallon tank – On Road Diesel – 600 Chalet Suzanne Rd.
  - f) Generators located at the Police Station, 133 E. Tillman Ave.
  - g) Generators located at Water and Wastewater Plants.
9. Delivery: **NOTE: All City sites are above ground and PTO delivery will be required. Successful proposer must provide MSDS information sheets to each delivery location for their files.**
10. Vehicles equipped with meters should make deliveries preferably. If non-metered vehicles are used, the driver shall leave a metered loading report from the terminal with the City Department. If temperature corrected billing is used, the loading report shall give all pertinent information.
11. Deliveries will be set up on automatic deliveries once a week. The City or the vendor may amend the number of deliveries and the day of delivery according to usage.
12. Deliveries may be required to locations that are closed. Access to most sites is unrestricted. City Personnel will determine when that may be necessary and could waive the requirement for signed delivery receipts on those cases. Vendor should be prepared for that eventuality.
13. Before unloading of the vehicle begins, the **Vendor will stick all tanks** and record the inches on the delivery ticket. After unloading the **Vendor will again stick the tanks** and record the inches and gallons delivered to each tank. City employees may visually inspect trailer compartments to assure complete delivery. Each site is equipped with an electronic monitoring system.
14. Many orders will be placed in transport quantities but split as to product type (i.e. 4,000 gallons of E-10, 2,000 gallons diesel). Vendors must have the capability to split trailer loads accordingly.
15. The City will allow a twenty-four (24) hour window on such orders to assure suppliers ability to obtain the lowest possible price.

16. Vendor will be held responsible for fuel spills caused due to sloppy delivery practices, which result in fuel spills or contamination of above ground retention areas. Vendor will immediately contact the City concerning contamination.
17. Invoicing/Payment: Invoice prices for deliveries during any calendar week shall be based on the OPIS average price for all companies for the week that the delivery was made, for specified Product, at the Port Tampa Terminal.
18. Successful vendor must bill gross volume delivered for Tank Wagon deliveries and net price per gallon for Transport deliveries.
19. The City will review the OPIS Pad 1 Report to verify all billing.
20. Fuel Codes are as follows:  
 E-10 = Unleaded containing 10% ethanol  
 ON-ROAD DIESEL  
 OFF-ROAD DIESEL  
 90 Rec = Unleaded Non-Ethanol  
 TW=Tank Wagon Deliveries
21. Proposers must have an office and terminal located within a 30-mile radius of Lake Wales, Florida.
22. Proposers must allow terminal access to City owned trucks upon request.
23. Proposers must have firm, routine fuel allocation from Port of Tampa (minimum) and/or Port Everglades, Orlando bulk distribution points.
24. Proposers **MUST** provide 90 Rec Non-Ethanol Gasoline and submit the location of the fueling station containing the 90 Rec Gasoline with their proposal.
25. Proposers must provide 24-hour phone number (beyond answering service) for emergency access only.
26. Proposers should list an option for payment via electronic funds transfer showing cost differential to the City, if available.
27. Proposers acknowledge and accept the liability associated with product miss-delivery. Proposers will make every reasonable effort to assure fuel, especially E-10 and ultra low sulfur diesel fuel, is delivered as ordered, maintains high quality delivery and business practices, assures drivers and carriers fully comply with EPA and best business practices pertaining to delivery processes, environmental concerns and regulations, and will accept the responsibility for damages caused to City terminal fueling systems or to City vehicles due to the miss-delivery or spillage of products that's outside the specifications contained within this proposal.

All proposals must include the following, in addition to any other requirements outlined in the RFP:

1. **Qualifications** – *Describe your company and organization and your qualifications to be selected as our fuel supplier.*
2. **Fuel Pricing** – *Fuel pricing must be concurrent with specifications above and filled out in the included Price Sheet.*

3. **Ability to Provide Pump/Tank Maintenance** – Describe your company’s experience and/or ability to perform tank and/or pump maintenance to the City’s fuels sites. Fuel site locations are on the Price Sheet. Include labor, parts markup, overhead/profit, etc. associated costs on the Price Sheet.
  
4. **Number and Proximity of All Potential Fueling Sites near Lake Wales (non-City owned)** – Please list all potential fueling sites and their proximity to Lake Wales should the City require their use during an emergency.
  
5. **Ability to Provide Fuel in Emergency Situations** – Describe how the City would have access to fuel should the City’s fuel sites become inoperable.

### Evaluation Criteria

The City will select, in its sole and absolute discretion, the Proposer based on the evaluation criteria in the table below. The award of the primary contract shall be made to the responsible Proposer, whose proposal is determined to be the highest evaluated offer taking into consideration the relative importance of price and other evaluation factors outlined in this solicitation.

Criteria	Max. Points	Percentage
Qualifications of the Proposer	20	20%
Fuel Pricing	30	30%
Ability to Provide Pump/Tank Maintenance	15	15%
Number and Proximity of All Potential Fueling Sites near Lake Wales (non-City owned)	15	15%
Ability to Provide Fuel in Emergency Situations	20	20%
<b>Total</b>	<b>100</b>	<b>100%</b>

### General Information and Requirements

1. In accordance with Chapter 119, Florida Statutes, all bids received, and all materials contained therein, once opened are **public record**, and subject to disclosure to any person, organization, or firm, including other firms responding to this invitation to bid.
  
2. In accordance with section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid or proposal on a contract to provide any goods or services to a public entity and may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in section 287.017-for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

3. The City reserves the right to accept or reject any or all bids, or part thereof, to waive any informalities or technicalities, or to award contracts in the best interest of the City. In all instances, the City's decision shall be final.
4. The City of Lake Wales is exempt from taxes imposed by the State and Federal Government. Bids shall not include any taxes or fees.
5. Prospective firms must submit proposals strictly in accordance with the specifications outlined in the Invitation to Bid. Each variance, if any, to the specifications shall be specifically stated in the bid.
6. Prospective firms warrant by virtue of submission of bids that all prices, terms, and conditions stated shall be honored for a period of ninety (90) days after the opening of bids. **Any** changes at the time an order is placed shall result in automatic disqualification of the vendor.
7. The original bid shall be signed, in blue ink, by a corporate officer, partner, or proprietor.
8. The City reserves the right to reject any or all items if in its judgment the item does not meet the needs of the City, or for any reason it deems suitable.
9. Prospective firms are hereby warned not to contact any City employee or official on matters relating to this Invitation to Bid, except as indicated herein. Any attempt to do so, or engaging in lobbying or any other activity interfering with the evaluation process may result in immediate disqualification of the vendor from **any** City business.
10. Per City ordinance, agreements and contracts with a term in excess of one year shall include the following language: "The performance of the City of Lake Wales and its obligation to pay under this contract is contingent upon annual appropriation by the City Commission of Lake Wales." Vendors are warned that this requirement is written into the Code of Ordinances of the City, a public document, and is binding upon all vendors whether or not referenced in any agreement.
11. Prospective firms quoting State of Florida contract pricing must provide the state contract number and date of expiration in their bids or proposals. Firms will be required to provide a copy of the entire contract prior to the placing of orders by the City.
12. Prospective firms hereby warrant by virtue of submission of bids that any and all terms, conditions, and requirements as stated in this document are valid, enforceable, and binding upon the selected vendor.

### **Specific Information and Requirements**

1. Answers to questions submitted about this Invitation to Bid or the Project will be provided to all known prospective bidders.
2. The selected firm may not discriminate against any employee employed in the performance of services, or against any applicant for employment because of race, religion, color, handicap, national origin, age, gender, or marital status.
3. Bids shall include all information required in the Invitation to Bid. Bidders shall use City standard forms as included in the Invitation to Bid to submit all information, or shall follow the format dictated or include the information required herein where no form is provided. Bid documents shall be arranged in order as indicated on the Bid Contents Form.
4. The City will allow the use of **approved** subcontractors or third parties in performing work outlined in this Invitation to Bid.

## Evaluation of Bids

The City of Lake Wales shall be the sole judge of the bid and the resulting agreement that is in its best interest and its decision shall be final. All bidding and award procedures undertaken by the City in regard to this project shall be consistent with the City's adopted procurement procedures. The City reserves the right to seek clarification from prospective firms on any issue in a bid, or take any other action it feels necessary to properly evaluate the bids and construct a solution in the City's best interest.

## Terms of Contract

The contract shall be for three (3) years with the option to renew for a period of up to two (2) one year periods after the initial contract on a yearly basis. Termination by the contractor shall require notification six months prior to the actual conclusion of services.

## **BIDDER INSTRUCTIONS AND GENERAL INFORMATION**

**BIDDER INSTRUCTIONS:** To ensure acceptance of this bid, follow these instructions.

### **BID DOCUMENTS MUST BE DELIVERED TO THE PURCHASING DIVISION PRIOR TO THE TIME AND DATE SPECIFIED. THERE WILL BE NO EXCEPTIONS.**

1. **EXECUTION OF BID:** Bid must contain an original signature of an authorized representative in the space provided on the signature page. Bid must be typed or printed in blue ink. Erasable ink is not permitted. Corrections made by bidder to any bid entry must be initialed by the person who signs the bid.
2. **NO BID:** Bidder not interested in submitting a bid should return a "no bid," with an indication of the reason for no bid and the interest in future bid solicitations.
3. **BID OPENING:** It is the responsibility of the bidder to assure that their bid is delivered at the proper time and place prior to the bid opening. All bid openings shall be public, at 2:00 p.m., on the date specified in the Notice to Bidders. Bids, which for any reason are not so delivered, will not be considered. **BID SUBMITTAL FORMS USING FACSIMILE OR E-MAIL WILL NOT BE ACCEPTED.**

**NOTE:** Bidders may call the Purchasing Agent only for bid results. The telephone number is (863) 678-4182 extension 264. The bid recap will be posted to the City of Lake Wales website at <http://www.cityoflakewales.com> within ten (10) working days after the bid opening date. The bid analysis will also be posted to the City's website as soon as possible after the bid opening date. Bid files may be examined during normal working hours by appointment.

4. **CITY AS GATEKEEPER OF DOCUMENTS:** This document is issued by City of Lake Wales and as such shall be the sole distributor of all addenda's and/or changes to these documents. It is the responsibility of the bidder to determine issuance of documents directly with the Purchasing Division. The City is not responsible for any solicitations issued through subscriber, publications, or other sources not connected with the City and the Bidder should not rely on such sources for information regarding the solicitation.
5. **TAXES:** Bidders are responsible for the payment of any applicable taxes that are connected to the purchase of any materials or subcontractors used in the execution of this bid.
6. **DISCOUNTS:** Bidders may offer a cash discount for prompt payment; however, such discounts shall NOT be considered in determining the lowest net cost for bid evaluation purposes. Bidders are encouraged to reflect cash discounts in the unit price quoted.
7. **MISTAKES:** Bidders are required to examine the specifications, delivery schedule, bid prices and all instructions pertaining to the requirements of this bid. Failure to do so will be at bidder's risk. In case of a mistake in extension of a unit price, the unit price will govern. Corrections made by bidder to any bid entry must be initialed by the person who signs the bid.

8. **INVOICING AND PAYMENT:** The successful bidder shall submit a properly certified invoice to the City at the prices bid. **An original invoice shall be submitted to the appropriate Division at their drawer number, P.O. Box 1320, Lake Wales, Florida 33859.** The vendor shall include the bid number and/or the purchase order number on all invoices. Invoices will be processed for payment when approved by the user division.
9. **CONFLICT OF INTEREST:** All bidders must disclose, with their bid, the name of any officer, Director or agent who is also an employee of the City or any of their agencies. Furthermore, all Bidders must disclose the name of any City employee who owns, directly or indirectly, any interest of any amount in the bidder's firm or any of their branches. Award of this bid shall be subject to the provisions of Chapter 112, Florida Statutes.
10. **WARRANTY:** Unless otherwise specified, the bidder agrees that the services furnished under this bid shall be covered by the most favorable commercial warranty the bidder gives to any customer for comparable services, and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the City by any provision of this bid.
11. **ADDENDUM:** Any changes in the bid shall be made in the form of a written addendum by the Purchasing Agent or her representative. No other person shall be authorized to make changes verbally or in writing.
12. **LIABILITY:** The vendor shall hold and save the City, Its Officers, agents and employees harmless from liability of any kind in the performance of this bid and against claims by third parties resulting from the supplier's breach of contract or the supplier's negligence.
13. **PATENTS AND ROYALTIES:** The bidder, without exception, shall indemnify and save Harmless the City and its employees form liability of any nature or kind, including cost and Expenses for, or on account of, any copyrighted, patented or non-patented invention, process, or article manufactured and used in the performance of this bid. If the bidder uses any design, device or material covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or cost arising from the use of such design, device or material in any way involved in the work.
14. **BID PROTEST:** Any bidder desiring to file a bid protest, with respect to a recommended award of any bid, shall do so by filing a written protest. The written protest must be in the possession of the Purchasing Division within 72 working hours of electronic posting of the bid award, unless only one bid was received.  
**FAILURE TO FOLLOW BID PROTEST PROCEDURE REQUIREMENTS WITHIN THE TIME FRAMES PRESCRIBED HEREIN AS ESTABLISHED BY THE CITY OF LAKEWALES, FLORIDA, SHALL CONSTITUTE A WAIVER OF THE BIDDER'S RIGHT TO PROTECT AND ANY RESULTING CLAIM.**
15. **SUMMARY OF TOTAL SALES:** At the end of each quarter, the successful vendor is required to furnish the Purchasing Division with a summary of sales, in total dollars, for the work performed as a result of this bid.
16. **INDEMNIFICATION:** In consideration of Ten Dollars (\$10.00) and other valuable Considerations, Seller shall defend (by counsel reasonably acceptable to City), indemnify and hold Harmless the City, its employees and agents from and against, including, but not limited to, all liability, claims, suits, demands, damages, losses and costs, including attorney fees, arising out of or resulting from the performance of its services, provided that any such liability, claims, suit, demand, damage, loss or expense is (a) attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property (other than the service itself), including the loss of use resulting there from; and (b) caused in whole in part by an act or omission of the contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, whether or not it is caused in whole or in part by the negligence or other fault of a part indemnified hereunder. The contractor shall indemnify and hold harmless the City and anyone directly or indirectly employed by it from and against all claims, suits, demands, damages, losses and expenses (including attorney fees) arising out of any infringement or patent rights or copyrights held by others and shall defend all such claims in connection with any alleged infringement of such rights.

17. **PUBLIC ENTITY:** A person or affiliate who has been placed on the convicted vendor list Following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. When submitting this bid, the bidder hereby certifies that they complied with said statute.
18. **PREFERENCE FOR DRUG FREE WORKPLACE:** Whenever two or more bids, which are equal with respect to price, quality and service, are received, preference shall be given to a bid received from a business that certifies that it has implemented a drug free workplace program in accordance with Section 287.087, Florida Statutes. In order to receive preference, a signed certification of compliance must be submitted with the bid response.
19. **PRICES, TERMS AND PAYMENT:** Firm prices shall be bid and include all packing, handling, shipping charges and delivery to any point within the City. Discount time will be computed from the date of satisfactory delivery at place of acceptance. Prices bid shall be firm for forty-five (45) days.
20. **SAFETY STANDARDS:** Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall comply with applicable requirements of Occupational Safety and Health Act (OSHA) and carry evidence of Underwriters Laboratories' Listings (UL).
21. **PACKAGING:** All containers shall be suitable for storage or shipment, and all prices should include standard commercial packaging.
22. **MEETS SPECIFICATIONS:** It is understood and agreed that any item offered or shipped as a result of this bid shall be new (current model at the time of this bid) unless otherwise specified in the specifications. The bidder represents that all equipment offered under this specification should meet or exceed the minimum requirements specified. Bidder shall strictly adhere to delivery specifications.
23. **SILENCE OF SPECIFICATIONS:** The apparent silence of this specification and any Supplemental specifications to any details or the omission from same of any detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and those only materials of first quality and correct type, size and design are to be used. All Workmanship is to be first quality. All interpretations of these specifications shall be made upon the basis of this statement.
24. **GOVERNMENTAL RESTRICTIONS:** In the event that any governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship or performance of the items offered on this bid/proposal prior to delivery, it shall be the responsibility of the supplier to notify the Purchasing Division at once. Their letter shall indicate the specific regulation, which required an alteration. The City reserves the right to accept any such alteration, including any price adjustments, or to cancel the contract at no expense to the City.
25. **TOXIC SUBSTANCE:** Notice of successful vendor (s) to provide to City toxic substances (As listed in Chapter 442, Appendix "G" of the FS) if applicable.
  - a. Chapter 442 of the FS states that manufacturers, importers or distributors of any toxic Substance shall prepare and provide each direct purchaser of such toxic substance with Material Safety Data Sheet (s), herein referred to as MSDS, which to the best of manufacturer's, importer's or distributor's knowledge, is current, accurate and complete based on information then reasonably available to the manufacturer, importer or distributor. Upon notification of a new or revised MSDS the manufacturer, importer or distributor, on a timely basis not to exceed three (3) months after notification, shall provide the City with the revised information as it becomes available to the manufacturer, importer or distributor.
  - b. Failure to provide the MSDS, when applicable, shall be cause of rejection of bid.

26. **INSPECTION, ACCEPTANCE AND TITLE:** Inspection and acceptance will be at the designated facility unless otherwise indicated. Title and risk of loss or damage to all items shall be the responsibility of the contract supplier until accepted by the City, unless loss or damage results from negligence by the City.
27. **SAMPLES:** Samples of items, when called for, must be furnished free of expense and may, upon request be returned at the bidder's expense. Each individual sample must be labeled with bidder's name, manufacturer's brand name and number, bid number and item reference. Sample of successful bidder's items may remain on file with Purchasing for the term of the contract. Request for return of samples shall be accompanied by instructions, which include shipping authorization and name of carrier, and must be received within ninety (90) days after bid opening date. If instructions are not received within this time, the Purchasing Division shall dispose of the samples.
29. **PUBLIC RECORDS:** Contractor acknowledges that it is acting on behalf of a Public agency and that this Agreement is subject to the provisions of §119.0701, Florida Statutes, and that Contractor must comply with the public records laws of the State of Florida. Contractor shall:
- (a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
  - (b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
  - (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements and not.
  - (d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

## **GENERAL INFORMATION**

1. **DEFINITIONS:** The term "City" means the City of Lake Wales, a political subdivision of the State of Florida, and its authorized designees, agents or employees.
2. **AWARD (S):** As the best interest of the City may require, the right be reserved to make award(s) by individual item, group of items or as indicated in the bid form; to reject all bids or waive any minor irregularities or technicalities in bids received. In determining the lowest responsive and responsible bidder, in addition to price, the following may be considered:
  - Vendor's evaluation – quality of performance on previous projects.
  - The ability, capacity, equipment and skill of the bidder to fulfill the contract.
  - Whether or not the bidder can fulfill the contract within the time specified, without delay or interference.
  - The character, integrity, reputation, judgment, experience and efficiency of the bidder.
  - The previous and existing compliance by the bidder with laws and ordinances relating to the contract.
  - The sufficiency of the financial resources to fulfill the contract to provide the goods and/or services.
  - The quality, availability and adaptability of the suppliers or contractual services to the particular use required.
  - The ability of the bidder to provide future maintenance and service, as required or needed.
  - The number and scope of conditions attached to the bid.
3. **LOCAL PREFERENCE:** It is policy of the Board of Commissioners to afford local preference to City entities in the award of bids. Preference shall be administered in accordance with the following:
  - **.Ordinance 2013-17, Sec 2.418. Commodities or contractual services in excess of the threshold amount for Category Two – Thirty-five thousand dollars (\$35,000.00).**

- The contract shall be awarded with reasonable promptness by written notice to the qualified and responsive bidder who submits the lowest responsive bid after the city manager obtains the formal approval of the city commission for the bid award. This bid must be determined in writing to meet the requirements and criteria set forth in the invitation to bid. Preference shall be given to a local vendor when the bid is not more than two percent (2%) higher than the low bid.
  - Local Vendor: Any person who, or place of business which, provides or proposes to provide a commodity or contractual service when such person or business has a principal place of business located within the City of Lake Wales.
  - If a contract is being funded in whole or in part by assistance of any federal, state or local agency, which disallows local preference, the City will adhere to those requirements by not applying this section.
4. **NON-CONFORMANCE TO BID CONDITIONS:** Services not delivered as per delivery date in bid and purchase order may result in bidder being found in default, in which event any and all re-procurement costs may be charged against the defaulting vendor. This non-conformance to bid conditions may result in immediate cancellation of the purchase order.
    - **ASSIGNMENT:** Any purchase order issued pursuant to this bid and the monies, which may become due herein, are not assignable, except with the prior written approval of the Purchase Director.
  5. **DISPUTES:** In the event of any doubt or difference of opinion as to the methods provided herein, or the level of performance rendered, the decision of the user department/division director shall be final and binding on both parties.
  6. **FACILITIES:** The City reserves the right to inspect the bidder's facilities at any time, with prior notice.
  7. **PLACING OF ORDERS:** The award of this bid does not constitute an order. Before any services can be performed, the successful bidder must receive written or oral notification in accordance with the practices of the User Division.
  8. **PRECEDENCE:** Any requirement set forth in any section of the bid documents shall be binding as if called for by all sections. If there is a difference in the terms anywhere in this document, the most restrictive shall prevail.
  10. **ADDITIONS/REVISIONS/DELETIONS:** Additions, revisions or deletions to the general conditions, specifications or bid price sheets that change the intent of the bid will cause the bid to be non-responsive and the bid will not be considered. The Purchasing Agent shall be the sole Judge as to whether or not any addition, revision or deletion changes the intent of the bid.
  11. The Purchasing Agent reserves the right to terminate or suspend the award of this bid, in whole or in part, when it is in the best interest of the City to do so. The Purchasing Agent will notify the Vendor, in writing, of any such action with notice of the effective date of termination or suspension. This notice shall also specify the state of the work at the time of termination or suspension.
 

If the User Division determines that the performance of the Vendor does not comply with the bid Requirements, the division may:

    - a. Immediately suspend the work; and
    - b. Notify the vendor of the non-performance with a requirement that the deficiency be corrected within ten (10) days of notification.
  11. **PRICE ADJUSTMENTS:** Any price decrease executed during the contract period, either by reason of market change or on the part of the contractor to other customers, shall be passed on to the City.
  12. **CANCELLATION:** All annual bid obligations shall prevail for at least one hundred eighty (180) Days after effective date of the bid, unless bid conditions are breached as specified herein,

after that period, for the protection of both parties, either party may cancel this bid in whole or part by giving thirty (30) days prior notice in writing to the other party. The City reserves the right to cancel any bid after reasonable written notice to the successful bidder should the service not be in the best interest of the City. Should the service rendered for any bid cause or threaten endangerment to public safety or welfare, the Purchasing Director may cancel the bid immediately.

13. **PLANS AND SPECIFICATIONS:** The specifications and other bid documents upon which the prices in the Vendor's bid proposal are based on, are hereby made a part of the purchase order by reference hereto.
14. **ANNUAL APPROPRIATIONS:** The vendor acknowledges that the City, during any fiscal year, shall not expend money, incur any liability, or enter into any agreement which, by its terms, involves the expenditure of money in excess of the amounts budgeted or the reduction of revenues for those budgeted agreements that may be available for expenditure during such fiscal year. Any agreement, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such agreement. Nothing herein contained shall prevent the making of agreement for a period exceeding one year, but any agreement so made shall be executor only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Accordingly, the City's performance and obligation to pay under this agreement is contingent upon annual appropriation.
16. **PRICE INCREASES:** The Purchasing Agent reserves the right to increase/decrease prices after the bid has been in place for a minimum of 12-months, when it is in the best interest of the City. Increase/decrease will be determined by the appropriate price index.
17. **INSURANCE REQUIREMENTS:**

Unless otherwise stated in the specifications, the following insurance requirements must be met before delivery of goods or services.

**Worker's Compensation** Coverage is to apply for all employees for statutory limits in compliance with the applicable state and federal laws. The policy must include Employer's Liability with a limit of \$3,000,000 each accident, \$1,000,000 each employee, \$1,000,000 policy limit for disease.

**Commercial General Liability – Occurrence Form Required** (Contractor/Vendor) shall maintain commercial general liability (CGL) insurance with a limit of not less than \$3,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this location/project in the amount of \$6,000,000. Products and completed operations aggregate shall be \$6,000,000. CGL insurance shall be written on an occurrence form and shall include bodily injury and property damage liability for premises, operations, independent contractors, products and completed operations, contractual liability, broad form property damage and property damage resulting from explosion, collapse or underground (x,c,u) exposures, personal injury and advertising injury. Fire damage liability shall be included at \$100,000.

**Commercial Automobile Liability Insurance** (Contractor/Vendor) shall maintain automobile liability insurance with a limit of not less than \$3,000,000 each accident for bodily injury and property damage liability. Such insurance shall cover liability arising out of any auto (including owned, hired and non-owned autos). The policy shall be endorsed to provide contractual liability coverage.

**Evidence of Insurance** The Contractor/Vendor shall furnish the City of Lake Wales with Certificates of Insurance. The Certificates are to be signed by a person authorized by that insurer to bind coverage on its behalf. The City of Lake Wales is to be specifically included as an additional insured on all policies except Workers' Compensation. In the event the insurance coverage expires prior to the completion of the contract, a renewal certificate shall be issued 30-days prior to said expiration date. The policy shall provide a 30-day notification clause in the event of cancellation or modification to the policy. All certificates of insurance must be on file with and approved by the City of Lake Wales before the commencement of any work activities.

## SPECIAL CONDITIONS

1. Award of bids will be based on an overall low average of markups meeting specifications. The City reserves the right to reject any or all bids and/or waive any minor irregularities in the bids received, whichever would be in the best interest of the City.
2. **ANNUAL APPROPRIATIONS:** The vendor acknowledges that the City, during any fiscal year, shall not expend money, incur any liability, or enter into any agreement which, by its terms, involves the expenditure of money in excess of the amounts budgeted or the reduction of revenues for those budgeted agreements that may be available for expenditure during such fiscal year. Any agreement, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such agreement. Nothing herein contained shall prevent the making of agreement for a period exceeding one year, but any agreement so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Accordingly, the City's performance and obligation to pay under this agreement is contingent upon annual appropriation.
2. All prices bid shall remain unchanged during the period of performance, as specified herein, and as may be adjusted in accordance with General information, Item #16.
4. **PERFORMANCE OF WORK:** The work required under this bid shall be performed by the entity submitting the bid.
5. Any contract may be cancelled by either party without cause by giving sixty (60) days notice in writing. This contract is subject to immediate cancellation by the City for poor service and delivery.
6. **SEALED BIDS:** All bid submittals must be completed and submitted in a sealed parcel. **BID SUBMITTAL SHALL INCLUDE ONE (1) ORIGINAL AND TWO (2) COPIES.** The **Original** bid submittal(s) shall be submitted on the forms provided by the City. All bids are subject to the conditions herein; failure to comply will subject bid to rejection.
7. If it becomes necessary to revise or amend any part of this bid, an addendum will be issued and will be posted on the City's website at [www.cityoflakewales.com](http://www.cityoflakewales.com) "Purchasing & Bids". **It is the sole responsibility of the bidders to check the website to ensure that all available information has been received prior to submitting a bid.**
8. Bidders are advised that in the interests of waste reduction and maximizing the potential for recycling, they are asked to abide by the following in preparing their bids:
  - Return only the required bid submittal pages
  - Avoid comb, velo binding, and plastic binders
  - Avoid plastic dividers and/or plastic tabs
  - Print and/or copy double-sided to the extent feasible
  - Use at least 30% post-consumer recycled content paper to the extent practicable
9. Vendors must possess either a City Local Business Tax Receipt (f/k/a Business License) or an Occupational License from any other government entity located within the state of Florida in order to do business with the City of Lake Wales. **A copy of such license must be submitted with your bid submittal.**

**ALL RESPONDERS SHALL INCLUDE IN THEIR SUBMITTALS:**

1. Official Price Sheet
2. Copy of business license or tax receipt
3. Vendor's application, W-9 and Public Entity Crime Statement
4. Insurance Submittal Page, Signature Submittal Page
5. Non-Collusion Affidavit of Prime Bidder, Drug-free Workplace Form, Indemnification
6. A brief history of the firm. Information should include your organizational structure, management location and evidence of Florida licensure.
7. A description of the services specifically relating to the governmental sector, which the bidder is capable of providing.
8. A list of at least 5 references the City may contact in order to assist in the evaluation of past performance.
9. The firm name and contact person, address, telephone number, fax number and email address of the office from which the services are being provided.

**PRICE SHEET  
PURCHASE OF GASOLINE AND DIESEL FUEL  
RFP 16-418**

<b>ITEM #</b>	<b>LOCATION ADDRESS</b>	<b>FUEL TYPE</b>	<b>AVG DELIVERY</b>	<b>FIRM MARKUP</b>
<b>1</b>	Fleet Maintenance 125 E. Crystal Avenue Lake Wales, FL 33853	<b>E-10</b>	<b>WEEKLY (TW)</b>	
<b>2</b>	Fleet Maintenance 125 E. Crystal Avenue Lake Wales, FL 33853	<b>Off Road Diesel</b>	<b>WEEKLY (TW)</b>	
<b>3</b>	Lake Wales Fire Department Station 1 253 W. Central Avenue Lake Wales, FL 33853	<b>On Road Diesel</b>	<b>WEEKLY (TW)</b>	
<b>4</b>	Lake Wales Fire Department Station 2 600 Chalet Suzanne Rd Lake Wales, FL 33859	<b>On Road Diesel</b>	<b>WEEKLY (TW)</b>	
<b>5</b>	Various Generators throughout the City All located within The City of Lake Wales	<b>Off Road Diesel</b>	<b>WEEKLY (TW)</b>	
<b>6</b>	N/A	<b>90Rec</b>	<b>Will Pick Up</b>	
	Total Markup			
	Average Markup (Total Divided by 6)			

**Pump/Tank Maintenance:**

**Parts Markup:** \_\_\_\_\_

**Labor Rate:** \_\_\_\_\_

**Any other fees (overhead, profit, etc):** \_\_\_\_\_

\_\_\_\_\_  
**Signature of authorized agent**

\_\_\_\_\_  
**Company**

\_\_\_\_\_  
**Date**

**SIGNATURE ACKNOWLEDGEMENT  
(SUBMITTAL PAGE)**

To The City of Lake Wales, a Florida municipal corporation:

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

I certify that this proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a proposal for the same construction, service or material and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this proposal and certify that I have read and understand the proposal documents. I have completed and submitted all proposal submittal forms, and I am authorized to sign this proposal for the proposer. In submitting a proposal to the City, the proposer offers and agrees that if the proposal is accepted, the proposer will convey, sell, assign or transfer to the City all rights, titles and interests in and to all causes of action it may now or hereafter acquire under the Anti-Trust Laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the proposer.

\_\_\_\_\_  
VENDOR NAME

\_\_\_\_\_  
AUTHORIZED SIGNATURE (MANUAL)

\_\_\_\_\_  
MAILING ADDRESS

\_\_\_\_\_  
NAME (TYPED OR PRINTED)

\_\_\_\_\_  
CITY, STATE AND ZIP CODE

\_\_\_\_\_  
TITLE (TYPED OR PRINTED)

\_\_\_\_\_  
(AREA CODE) TELEPHONE NUMBER

\_\_\_\_\_  
TOLL FREE NUMBER

\_\_\_\_\_  
(AREA CODE) FAX NUMBER

\_\_\_\_\_  
E-MAIL ADDRESS

Any other Government Agency may use this proposal. [ ] YES [ ] NO [ ] N/A

A City check will be accepted as method of payment. [ ] YES [ ] NO

**NOTE: If Proposer checks "yes" above, Proposer agrees that the City will use a City check for the payment of any and all invoices submitted as a result of the performance of this proposal.**

**NON-COLLUSIOIN AFFIDAVIT OF PRIME PROPOSER  
(SUBMITTAL PAGE)**

State of \_\_\_\_\_

County of \_\_\_\_\_

\_\_\_\_\_, Being first  
Duly sworn, deposes and says that:

1. he/she is \_\_\_\_\_ of \_\_\_\_\_, the Proposer that has submitted the attached Proposal;
2. he/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
3. Such Proposal is genuine and is not a collusive or sham Proposal;
4. Neither the said Proposers nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiliate has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer, firm or person to submit a collusive or sham Proposal in connection with such Contract or has in any manner, directly or indirectly, sought by agreement or collusion of communication or conference with any other Proposer, firm or person to fix the price or prices in the attached proposal of any other Proposer, or to fix any overhead, profit or cost element of the Proposal Price or the Proposal Price of any other Proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City or any person interested in the proposed Contract; and
5. The price or prices quoted in the attached Proposals are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees or parties in interest, including this affiliate.

Signed: \_\_\_\_\_

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

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
(Title)

My Commission Expires: \_\_\_\_\_

**DRUG-FREE WORKPLACE FORM  
(SUBMITTAL PAGE)**

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies

That \_\_\_\_\_ does:  
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employee for violations of such prohibition
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation programs, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under proposal a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employee that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the Terms of the statement and will notify the employer of any conviction of, plea of guilty or nolo contendere to, any violation of Chapter 1893 or of any controlled substance law of United States any state, for a violation occurring in the workplace no later than five (5) days after such Conviction.
5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or Rehabilitation program, if such is available in the employee's community, by any employee Who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

\_\_\_\_\_  
Proposer's Signature

Date \_\_\_\_\_

**INSURANCE**  
**(SUBMITTAL PAGE)**

By signing below the Proposer is stating that they fully understand the insurance requirements for the project and if awarded the proposal will provide all insurance coverage as required in Bid #16-418.

The requirements are as follows:

- Proposer is insured with a company licensed to do business in the State of Florida
- The insurance company is rated A VIII or better by A.M. Best Rating Company (Workers Compensation, General and Automobile policies)
- The City will be named as an additional insured for general and automobile liability
- The certificate will contain a 30-day written notice of cancellation and a 10-day written notice of non-payment
- The General Liability and Worker's Compensation policies will contain waiver of subrogation in favor of The City

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Proposer (signature)

**INDEMNIFICATION**

To the fullest extent permitted by laws and regulations, and in consideration of the amount stated on any Purchase Order, the Contractor shall defend, indemnify, and hold harmless the City, its officers, directors, agents, guests, invitees, and employees from and against all liabilities, damages, losses, and costs, direct, indirect, or consequential (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals and court and arbitration costs) arising out of or resulting from any acts of negligence, recklessness or intentional wrongful misconduct in the performance of the work by the Contractor, any Subcontractor, or any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable.

In any and all claims against the City, or any of its officers, directors, agents, or employees by any employee of the Contractor, any Subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, this indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any Subcontractor or other person or organization under workers' or workmen's compensation acts, disability benefit acts, or other employee benefit acts, nor shall this indemnification obligation be limited in any way by any limitation on the amount or type of insurance coverage provided by the City, the Contractor, or any of his Subcontractors. To the extent this Indemnification conflicts with any provision of Florida Law or Statute, this indemnification shall be deemed to be amended in such manner as to be consistent with such Law or Statute.

**Subrogation:** The Contractor and his Subcontractors agree by entering into this contract to a Waiver of Subrogation for each required policy herein. When required by the insurer, or should a policy condition not permit Contractor or Subcontractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then Contractor or Subcontractor agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should Contractor or Subcontractor enter into such an agreement on a pre-loss basis.

**Release of Liability:** Acceptance of the Contractor of the last payment shall be a release to the City and every officer and agent thereof, from all claims and liability hereunder for anything done or furnished for, or relating to the work, or for any act or neglect of the City or of any person relating to or affecting the work.

**Savings Clause:** The parties agree that to the extent the written terms of this Indemnification conflict with any provisions of Florida laws or statutes, in particular Sections 725.06 and 725.08 of the Florida Statutes, the written terms of this indemnification shall be deemed by any court of competent jurisdiction to be modified in such a manner as to be in full and complete compliance with all such laws or statutes and to contain such limiting conditions, or limitations of liability, or to not contain any unenforceable, or prohibited term or terms, such that this Indemnification shall be enforceable in accordance with and to the greatest extent permitted by Florida Law.

**BY:** \_\_\_\_\_  
**Signature of Owner or Officer**

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

**ATTEST:** \_\_\_\_\_  
**Corporate Secretary or Witness**

**STATE OF:** \_\_\_\_\_

**COUNTY OF:** \_\_\_\_\_

\_\_\_\_\_  
**Organization Phone Number**

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_ 2014 by  
\_\_\_\_\_, of \_\_\_\_\_.  
Printed Name                      Company Name

He/She is personally known to me or has produced \_\_\_\_\_ as  
State Drivers License Number

Identification, and did \_\_\_\_/did not\_\_\_\_take an oath.

\_\_\_\_\_  
Signature of Person Taking Acknowledgment

\_\_\_\_\_  
Printed Name of Person Taking Acknowledgment

\_\_\_\_\_  
Notary Seal

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a), FLORIDA STATUTES,  
ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to \_\_\_\_\_  
[print name of the public entity]

by \_\_\_\_\_  
[print individual's name and title]

for \_\_\_\_\_  
[print name of entity submitting sworn statement]

whose business address is \_\_\_\_\_

and (if applicable) its Federal Employer Identification Number (FEIN) is \_\_\_\_\_

(if the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_.)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
- 1. A predecessor or successor of a person convicted of a public entity crime; or
  - 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" included those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate.

The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [indicate which statement applies]

\_\_\_\_\_Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. [attached is a copy of the final order]

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

\_\_\_\_\_  
[signature]

STATE OF FLORIDA  
COUNTY OF POLK

The foregoing instrument was acknowledged before me this \_\_\_\_\_

by \_\_\_\_\_ who is personally known to me and who did \_\_\_ did not \_\_\_

take an oath.

\_\_\_\_\_  
Notary Public, Commission No.:  
My Commission Expires:

\_\_\_\_\_  
(printed name)

**Cut along border and affix this label to your sealed bid envelope to identify it as a "Sealed Bid". Be sure to include the name of the company submitting the bid where requested.**

<b>SEALED BID – DO NOT OPEN</b>
SEALED RFP NO: 16-418
RFP TITLE: Purchase of Fuel and Pump/Tank Maintenance
DUE DATE/TIME: Tuesday, August 16, 2016 at 2:00 PM
SUBMITTED BY: <u>HIGHLANDS OIL COMPANY</u> Name of Company

DELIVER TO: City of Lake Wales City Manager's Office Attention: Drew Buckner, Purchasing Agent 201 West Central Avenue Lake Wales, FL 33853
--

Please Note: From time to time, addenda may be issued to this Request for Proposal. Any such addenda will be posted on the same website, [www.cityoflakewales.com](http://www.cityoflakewales.com), from which you obtained this Request for Proposal. Before submitting your proposal, you should check our website to download any addenda that may have been issued.

PRICE SHEET  
PURCHASE OF GASOLINE AND DIESEL FUEL  
RFP 16-418

ITEM #	LOCATION ADDRESS	FUEL TYPE	AVG DELIVERY	FIRM MARKUP
1	Fleet Maintenance 125 E. Crystal Avenue Lake Wales, FL 33853	E-10	WEEKLY (TW)	.1490
2	Fleet Maintenance 125 E. Crystal Avenue Lake Wales, FL 33853	Off Road Diesel	WEEKLY (TW)	.1690
3	Lake Wales Fire Department Station 1 253 W. Central Avenue Lake Wales, FL 33853	On Road Diesel	WEEKLY (TW)	.1490
4	Lake Wales Fire Department Station 2 600 Chalet Suzanne Rd Lake Wales, FL 33859	On Road Diesel	WEEKLY (TW)	.1490
5	Various Generators throughout the City All located within The City of Lake Wales	Off Road Diesel	WEEKLY (TW)	.1990
6	N/A	90Rec	Will Pick Up	.1490
	Total Markup			-.9640
	Average Markup (Total Divided by 6)			.1606

Pump/Tank Maintenance:

Parts Markup: 25%

Labor Rate: \$65.00 PER HOUR

Any other fees (overhead, profit, etc): \$20.00 Pump FEE When Needed

  
\_\_\_\_\_

Signature of authorized agent

HIGHLANDS OIL COMPANY  
Company

8/16/2016  
Date

**SIGNATURE ACKNOWLEDGEMENT  
(SUBMITTAL PAGE)**

To The City of Lake Wales, a Florida municipal corporation:

Date: August 16, 2016

I certify that this proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a proposal for the same construction, service or material and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this proposal and certify that I have read and understand the proposal documents. I have completed and submitted all proposal submittal forms, and I am authorized to sign this proposal for the proposer. In submitting a proposal to the City, the proposer offers and agrees that if the proposal is accepted, the proposer will convey, sell, assign or transfer to the City all rights, titles and interests in and to all causes of action it may now or hereafter acquire under the Anti-Trust Laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the proposer.

HIGHLANDS OIL COMPANY  
VENDOR NAME

  
AUTHORIZED SIGNATURE (MANUAL)

1130 N. Scenic Hwy  
MAILING ADDRESS

Mitch CARTER  
NAME (TYPED OR PRINTED)

LAKE WALES, FL 33853  
CITY, STATE AND ZIP CODE

OPERATIONS MANAGER  
TITLE (TYPED OR PRINTED)

(863) 676-3910  
(AREA CODE) TELEPHONE NUMBER

\_\_\_\_\_  
TOLL FREE NUMBER

(863) 678-1331  
(AREA CODE) FAX NUMBER

mcarter@midstateenergy.com  
E-MAIL ADDRESS

Any other Government Agency may use this proposal.  YES [ ] NO [ ] N/A

A City check will be accepted as method of payment.  YES [ ] NO

**NOTE: If Proposer checks "yes" above, Proposer agrees that the City will use a City check for the payment of any and all invoices submitted as a result of the performance of this proposal.**

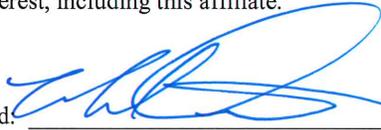
**NON-COLLUSIOIN AFFIDAVIT OF PRIME PROPOSER  
(SUBMITTAL PAGE)**

State of Florida

County of Polk

Mitch CARTER, Being first  
Duly sworn, deposes and says that:

1. he/she is Operations Manager of Highlands Oil Company, the Proposer that has submitted the attached Proposal;
2. he/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
3. Such Proposal is genuine and is not a collusive or sham Proposal;
4. Neither the said Proposers nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiliate has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer, firm or person to submit a collusive or sham Proposal in connection with such Contract or has in any manner, directly or indirectly, sought by agreement or collusion of communication or conference with any other Proposer, firm or person to fix the price or prices in the attached proposal of any other Proposer, or to fix any overhead, profit or cost element of the Proposal Price or the Proposal Price of any other Proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City or any person interested in the proposed Contract; and
5. The price or prices quoted in the attached Proposals are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees or parties in interest, including this affiliate.

Signed: 

Title: Operations Manager

Subscribed and sworn to before me this 16<sup>th</sup> day of August, 2016

  
(Title)

My Commission Expires: June 1, 2020



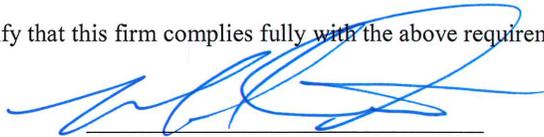
**DRUG-FREE WORKPLACE FORM  
(SUBMITTAL PAGE)**

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies

That Highlands Oil Company does:  
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employee for violations of such prohibition
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation programs, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under proposal a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employee that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the Terms of the statement and will notify the employer of any conviction of, plea of guilty or nolo contendere to, any violation of Chapter 1893 or of any controlled substance law of United States any state, for a violation occurring in the workplace no later than five (5) days after such Conviction.
5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or Rehabilitation program, if such is available in the employee's community, by any employee Who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.



Proposer's Signature

8/16/2016

Date

**INSURANCE  
(SUBMITTAL PAGE)**

By signing below the Proposer is stating that they fully understand the insurance requirements for the project and if awarded the proposal will provide all insurance coverage as required in Bid #16-418.

The requirements are as follows:

- Proposer is insured with a company licensed to do business in the State of Florida
- The insurance company is rated A VIII or better by A.M. Best Rating Company (Workers Compensation, General and Automobile policies)
- The City will be named as an additional insured for general and automobile liability
- The certificate will contain a 30-day written notice of cancellation and a 10-day written notice of non-payment
- The General Liability and Worker's Compensation policies will contain waiver of subrogation in favor of The City

Highlands Oil Company  
Company Name

  
Proposer (signature)

INDEMNIFICATION

To the fullest extent permitted by laws and regulations, and in consideration of the amount stated on any Purchase Order, the Contractor shall defend, indemnify, and hold harmless the City, its officers, directors, agents, guests, invitees, and employees from and against all liabilities, damages, losses, and costs, direct, indirect, or consequential ( including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals and court and arbitration costs) arising out of or resulting from any acts of negligence, recklessness or intentional wrongful misconduct in the performance of the work by the Contractor, any Subcontractor, or any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable.

In any and all claims against the City, or any of its officers, directors, agents, or employees by any employee of the Contractor, any Subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, this indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any Subcontractor or other person or organization under workers' or workmen's compensation acts, disability benefit acts, or other employee benefit acts, nor shall this indemnification obligation be limited in any way by any limitation on the amount or type of insurance coverage provided by the City, the Contractor, or any of his Subcontractors. To the extent this Indemnification conflicts with any provision of Florida Law or Statute, this indemnification shall be deemed to be amended in such manner as to be consistent with such Law or Statute.

**Subrogation:** The Contractor and his Subcontractors agree by entering into this contract to a Waiver of Subrogation for each required policy herein. When required by the insurer, or should a policy condition not permit Contractor or Subcontractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then Contractor or Subcontractor agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should Contractor or Subcontractor enter into such an agreement on a pre-loss basis.

**Release of Liability:** Acceptance of the Contractor of the last payment shall be a release to the City and every officer and agent thereof, from all claims and liability hereunder for anything done or furnished for, or relating to the work, or for any act or neglect of the City or of any person relating to or affecting the work.

**Savings Clause:** The parties agree that to the extent the written terms of this Indemnification conflict with any provisions of Florida laws or statutes, in particular Sections 725.06 and 725.08 of the Florida Statutes, the written terms of this indemnification shall be deemed by any court of competent jurisdiction to be modified in such a manner as to be in full and complete compliance with all such laws or statutes and to contain such limiting conditions, or limitations of liability, or to not contain any unenforceable, or prohibited term or terms, such that this Indemnification shall be enforceable in accordance with and to the greatest extent permitted by Florida Law.

BY: [Signature]  
Signature of Owner or Officer

DATE: 8/16/2016

ATTEST: [Signature]  
Corporate Secretary or Witness

STATE OF: Florida  
COUNTY OF: Polk

863-676-3910  
Organization Phone Number

The foregoing instrument was acknowledged before me this 16<sup>th</sup> day of August 2014 by Deborah Marquez of Mid-State Energy.  
Printed Name                      Company Name



He/She is personally known to me or has produced \_\_\_\_\_ as  
State Drivers License Number

Identification, and did \_\_\_/did not X take an oath.

Deborah Marquez  
Signature of Person Taking Acknowledgment

Deborah Marquez  
Printed Name of Person Taking Acknowledgment

Notary Seal 

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a), FLORIDA STATUTES,  
ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to City of Lake Wales  
[print name of the public entity]

by Mitch CARTER Operations Manager  
[print individual's name and title]

for HIGHLANDS OIL COMPANY  
[print name of entity submitting sworn statement]

whose business address is 1130 N. Scenic Hwy, LAKE WALES, FL 33853

and (if applicable) its Federal Employer Identification Number (FEIN) is 59 130 7713

(if the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_.)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:  
1. A predecessor or successor of a person convicted of a public entity crime; or  
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" included those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate.

The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [indicate which statement applies]

\_\_\_\_\_ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. [attached is a copy of the final order]

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

[Handwritten Signature]  
[signature]

STATE OF FLORIDA  
COUNTY OF POLK

The foregoing instrument was acknowledged before me this 16<sup>th</sup> of August 2016  
by Mitch Carter who is personally known to me and who did did not

take an oath.  
[Handwritten Signature]  
Notary Public, Commission No.: FF997969  
My Commission Expires: June 1, 2020

Deborah Marquez  
(printed name)



**MEMORANDUM**

---

**DATE:** August 23, 2016

**TO:** Honorable Mayor and City Commission

**VIA:** Kenneth Fields, City Manager

**FROM:** James Slaton, Public/Support Services Director

**SUBJECT:** Contract Award - Shell Aviation/Eastern Aviation Fuels

**SYNOPSIS:** *Staff is requesting Commission approval of the vendor selection of Shell Aviation/Eastern Aviation Fuels for the purchase and delivery of aviation fuel.*

**RECOMMENDATION**

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

1. Approve the contract with Shell Aviation/Eastern Aviation Fuels.
2. Authorize the City Manager to execute the contract on behalf of the City.

**BACKGROUND**

City staff advertised a Request for Proposals (RFP# 16-416) for the purchase and delivery of aviation fuel and received three proposals: Shell Aviation/Eastern Aviation Fuels, EPIC Fuels/Ascent Aviation and World Fuel Services.

Shell Aviation/Eastern Aviation Fuels was the highest ranked firm after independent evaluations were conducted by members of City staff. Shell Aviation/Eastern Aviation Fuels received a score of 365 out of 400 possible points, followed by EPIC Fuels/Ascent Aviation with 339 points, and finally World Fuel Services had the lowest score with 322 points.

In the past, the City only marginally benefitted from the sale of aviation fuel as the Airport received a \$0.10 per gall Fuel Flowage Fee from the previously contracted Fixed Base Operator, Lake Wales Aviation, Inc.

Once the City assumes responsibility of the fuel sales, the City will receive 100 percent of the proceeds from all sales. The average amount of fuel delivered to the airport over the last five-year period is 60,849 gallons per year, with 62,000 gallons already delivered in 2016 (as of July). The actual amount of fuel delivered to the airport over the last five-year period is as follows:

<b>Year</b>	<b>Gallons Delivered</b>
2016	74,400 (Estimated)
2015	61,837
2014	86,164
2013	49,597
2012	32,246

**OTHER OPTIONS**

The City Commission may choose not to award the contract to Shell Aviation/Eastern Aviation Fuels and may award the contract to one of the other Proposers.

**FISCAL IMPACT**

Based on the most recent five-year average, the Lake Wales Municipal Airport can conservatively expect to generate an estimated \$45,000 in revenue from the sale of aviation fuel during FY2017.

**ATTACHMENTS**

Contract with Shell Aviation/Eastern Aviation Fuels  
RFP# 16-416 Ranking Tabulations  
RFP# 16-416  
RFP Submittal from Shell Aviation/Eastern Aviation Fuels  
RFP Submittal from EPIC Fuels/Ascent Aviation  
RFP Submittal from World Fuel Services

## AGREEMENT FOR THE PURCHASE OF AVIATION FUEL

This Agreement is made this \_\_\_\_\_ by and between the City of Lake Wales with offices at 201 W. Central Avenue, Lake Wales, FL (the "City") and Eastern Aviation Fuels, Inc. with offices at 601 McCarthy Boulevard, New Bern, NC (the "Seller").

### 1. SCOPE OF WORK

This Agreement is issued to provide funding required to cover services, supplies and material furnished by Seller to the City to perform the work associated with delivery of aviation fuel, Jet-A and AvGas, as described in RFP #16-416, "Aviation Fuel Supplier". The work will be performed at the City's municipal airport located at 440 S Airport Rd, Lake Wales, FL 33859.

### 2. TIME AND PERFORMANCE OF THE WORK

Time is of the essence in the performance of this Agreement. Seller shall proceed with the utmost diligence and dispatch in the performance of Service Requests under this Agreement

### 3. TERM

The term of this Agreement shall commence on September 7, 2016 upon approval of the Commission, and expire on September 30, 2019, with the option to renew for Two (2), One-year terms upon mutual agreement of both parties, unless otherwise terminated as provided herein.

The vendor acknowledges that the City, during any fiscal year, shall not expend money, incur any liability, or enter into any agreement which, by its terms, involves the expenditure of money in excess of the amounts budgeted or the reduction of revenues for those budgeted agreements that may be available for expenditure during such fiscal year.

### 4. RATES

Billing rates shall remain fixed during the term of this Agreement.

### 5. RESPONSIBILITIES

A. Seller shall provide all equipment, labor and material necessary to perform the required service. No equipment, material or personnel shall be provided by the City to Seller.

B. In the performance of the services, Seller shall provide personnel who are qualified, careful and efficient employees in strict conformity with the best practices and applicable standards. Upon request of the City, Seller shall remove from the performance of the services hereunder any of its employees who, in the City's judgment, has not conducted himself properly or is not qualified to perform the work.

C. The City's representative is James Slaton, Public/Support Services Director, and is the only individual authorized to administer this Agreement including, making the changes in or redirecting the work to be performed by Seller.

## 6. INSURANCE

A. During the term of this Agreement and at all times that Seller performs services for City, Seller shall, at its sole cost and expense, procure and maintain insurance policies from a licensed carrier with the following minimum limits and coverage:

(1) Comprehensive general liability insurance for a limit of \$3,000,000 each occurrence and \$6,000,000 in the aggregate, including but not limited to coverage for bodily injury and property damage. Products and completed operations aggregate shall be \$6,000,000. Fire damage liability shall be included at \$100,000.

(2) Worker's compensation coverage is to apply for all employees for statutory limits in compliance with the applicable state and federal laws. The policy must include Employer's Liability with a limit of \$1,000,000 each accident, \$1,000,000 each employee, \$1,000,000 policy limit for disease.

(3) Comprehensive automobile liability insurance with a limit of not less than \$1,000.00 each accident for bodily injury and property damage liability. Such insurance shall cover liability arising out of any auto (including owned, hired and non-owned autos). The policy shall be endorsed to provide contractual liability coverage.

B. Certificates of Insurance evidencing the required coverage and limits shall be furnished to City before any Work is commenced hereunder and shall provide that there will be no cancellation or reduction of coverage without thirty (30) days prior written notice to the City. Certificates of such insurance shall name City as Additional Insured on such policies. The certificates of insurance should also state specifically that the indemnity contained in this Agreement is covered.

C. Seller shall require that each sub-Seller provide and maintain at all times during the term of this Agreement insurance equivalent to that which is required of Seller.

## 7. INDEMNIFICATION

A. Seller shall defend, indemnify and save the City, its elected and appointed officials, employees, or agents harmless from and against all liabilities, claims, costs, damages and expenses (including attorneys' fees) for personal injuries, death or property damage (including theft) to the extent arising out of or in connection with:

(1) The negligence or intentional act or omission of Seller, its employees, agents, representatives and sub-Sellers; or

(2) Seller's breach of this Agreement; or

(3) Labor, materials, services, or supplies furnished by sub-Sellers or suppliers of Seller and from all related liens, including without limitation , laborer's, materialmen's or mechanics' liens.

## 8. GENERAL

A. Governing Law. This Agreement shall be governed and construed in accordance with the Laws of the State of Florida.

B. Entire Agreement. This Agreement constitutes the entire Agreement between the parties with respect to the subject matter contained herein and shall supersede all prior oral and written understandings, agreements and proposals. No modification of this Agreement shall be valid unless made in writing, referring to this Agreement, and executed by City and Seller.

C. Independent Seller. Seller, in performance of the Work under this Agreement, is acting as an independent Seller and shall have the exclusive control of the manner and means of performing the work. Personnel and subSellers supplied by Seller hereunder are not City's employees, agents or representatives, and Seller assumes full responsibility for their acts.

D. Work Rules. Seller's employees, agents and subSellers shall observe the working hours, working rules, holiday schedules and policies of City while working on City's premises.

E. Assignment. This Agreement shall be binding upon the parties' respective successors and permitted assigns. Seller may not assign this Agreement or any of its rights or obligations hereunder without the prior written consent of City, and any such attempted assignment shall be void. Furthermore, no work to be performed on behalf of Seller hereunder shall be subcontracted to or performed on behalf of Seller in an amount exceeding One Dollar (\$1.00) by any third party, except upon written permission of City. Seller agrees that any assignment hereunder shall not relieve Seller of its obligations hereunder.

F. Notices. Any notices or communication under this Agreement shall be in writing and shall be personally delivered or sent by certified or registered mail return receipt requested or by confirmed facsimile transmission to the party receiving such communication at the address specified below or such other address as either party may in the future specify to the other party.

To City: James Slaton, Public/Support Services Director  
City of Lake Wales  
P.O. Box 1320  
Lake Wales, FL 33859 – 1320

To Seller: Robert L. Stallings, IV  
Eastern Aviation Fuels, Inc.  
PO Box 12327  
New Bern, NC 28561

G. Waiver. A failure of either party to exercise any right provided herein, shall not be deemed to be a waiver of any right hereunder.

H. Compliance with Laws. Seller's employees, agents and subSellers shall comply with all applicable U.S., state and local laws and regulations and union work rules in its performance of its obligations hereunder.

I. Public Records. Seller acknowledges that it is acting on behalf of a Public agency and that this Agreement is subject to the provisions of §119.0701, Florida Statutes, and that Seller must comply with the public records laws of the State of Florida. Seller shall:

(1) Keep and maintain public records required by the public agency to perform the service.

(2) Upon request from the public agency's custodian of public records, the Seller shall provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

(3) The Seller shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.

(4) The Seller shall, upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the Seller or keep and maintain public records required by the public agency to perform the service. If the Seller transfers all public records to the public agency upon completion of the contract, the Seller shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Seller keeps and maintains public records upon completion of the contract, the Seller shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

(5) A request to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the Seller of the request, and the Seller must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.

(6) If Seller does not comply with a public agency's request for records, the public agency shall enforce the contract provisions in accordance with the contract.

(7) A Seller who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under s. 119.10.

(8) If a civil action is filed against a Seller to compel production of public records relating to a public agency's contract for services, the court shall assess and award against the Seller the reasonable costs of enforcement, including reasonable attorney fees, if:

(a) The court determines that the Seller unlawfully refused to comply with the public records request within a reasonable time; and

(b) At least 8 business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the Seller has not complied with the request, to the public agency and to the Seller.

(9) A notice complies with subparagraph (8)b if it is sent to the public agency's custodian of public records and to the Seller at the Seller's address listed on its contract with the public agency or to the Seller's registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.

(10) A Seller who complies with a public records request within 8 business days after the notice is sent is not liable for the reasonable costs of enforcement.

**IF THE SELLER HAS QUESTIONS REGARDING THE APPLICATION OF  
CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY  
TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT,  
CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**863-678-4182 ext. 228**

**[cvanblargan@cityoflakewales.com](mailto:cvanblargan@cityoflakewales.com)**

**City of Lake Wales  
Attn: City Clerk  
201 W. Central Ave  
Lake Wales, FL 33853**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

**City of Lake Wales**

**Eastern Aviation Fuels, Inc.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Kenneth Fields  
Printed Name

\_\_\_\_\_  
Printed Name

City Manager  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

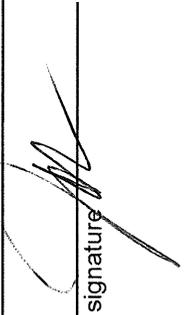
\_\_\_\_\_  
Date

**PROPOSAL RANKING TABULATION**  
**Aviation Fuel Supplier - RFP 16-416**

Firm 1:	EPIC Fuels
Firm 2:	Shell Aviation
Firm 3:	World Fuel Services

EVALUATOR	SIGNATURE	1	2	3
Teresa Allen		95	93	81
Andrew Buckner		81	96	83
James Slaton		80	84	78
Alex Vacha		83	92	80
<b>TOTAL</b>		339	365	322

The 1st Ranked Firm is:	Shell Aviation - Eastern Aviation Fuels
The 2nd Ranked Firm is:	Epic Fuels
The 3rd Ranked Firm is:	World Fuel Services - Ascent Aviation

Rankings tabulated by:  signature

Date: 8/18/16



**PROPOSAL RANKING TABULATION  
Aviation Fuel Supplier - RFP 16-416**

Name of Person Ranking Firms: Teresa Allen

Firm 1:	EPIC Fuels
Firm 2:	Shell Aviation
Firm 3:	World Fuel Services

	EVALUATION FACTORS	MAX POINTS	1	2	3
a.	Qualifications of the Proposer	15	15	12	13
b.	Price Basis for the Supply of Aviation Fuels	25	24	25	23
c.	Price Basis for the Supply of Fuel Trucks	15	14	15	12
d.	Price Basis for the Supply of Other Products	5	5	5	5
e.	Equipment and Services to be Provided to the City by the Proposer	30	30	28	25
g.	Capital Investments in the Facilities of the Airport	10	7	8	3
	<b>TOTAL</b>	<b>100</b>	<b>95</b>	<b>93</b>	<b>81</b>

The 1st Ranked Firm is:	Epic Aviation
The 2nd Ranked Firm is:	Shell Aviation
The 3rd Ranked Firm is:	World Fuel

Date:

*8/18/16*

Proposal Ranked by:

*Teresa Allen*  
signature















**PROPOSAL RANKING TABULATION**  
**Aviation Fuel Supplier - RFP 16-416**

Name of Person Ranking Firms: **Andrew Buckner**

Firm 1:	EPIC Fuels
Firm 2:	Shell Aviation
Firm 3:	World Fuel Services

EVALUATION FACTORS	MAX POINTS	1	2	3
a. Qualifications of the Proposer	15	15	15	15
b. Price Basis for the Supply of Aviation Fuels	25	24	25	20
c. Price Basis for the Supply of Fuel Trucks	15	12	15	10
d. Price Basis for the Supply of Other Products	5	3	4	3
e. Equipment and Services to be Provided to the City by the Proposer	30	25	29	30
g. Capital Investments in the Facilities of the Airport of the City	10	2	8	5
<b>TOTAL</b>	<b>100</b>	<b>81</b>	<b>96</b>	<b>83</b>

The 1st Ranked Firm is:	Shell Aviation
The 2nd Ranked Firm is:	AscentWorld Fuel Services
The 3rd Ranked Firm is:	EPIC Fuels

Proposal Ranked by:  signature  
 Date: 8/17/16



## PROPOSAL RANKING WORKSHEET

### Aviation Fuel Supplier - RFP 16-416

Firm #: 1

Name of Firm: **EPIC Fuels**

EVALUATION FACTORS	MAX POINTS	POINTS GIVEN
a. Qualifications of the Proposer	15	15
b. Price Basis for the Supply of Aviation Fuels	25	24
c. Price Basis for the Supply of Fuel Trucks	15	12
d. Price Basis for the Supply of Other Products	5	3
e. Equipment and Services to be Provided to the City by the Proposer	30	25
g. Capital Investments in the Facilities of the Airport offered by th	10	2
TOTAL	100	81

Notes or Comments:

Jet A Platts; Avgas Premium Gas Market Index; jet A = 1.38864; avgas = 2.31845

3k jet A refueler \$1400 per month; 1k avgas refueler \$500 per month

Epic Card Program primarily jet fuel customer tool

Negotiable capital investments contingent on award

Proposal Ranked by:

  
 signature



## PROPOSAL RANKING WORKSHEET

### Aviation Fuel Supplier - RFP 16-416

Firm #: 2

Name of Firm: **Shell Aviation**

	EVALUATION FACTORS	MAX POINTS	POINTS GIVEN
a.	Qualifications of the Proposer	15	15
b.	Price Basis for the Supply of Aviation Fuels	25	25
c.	Price Basis for the Supply of Fuel Trucks	15	15
d.	Price Basis for the Supply of Other Products	5	4
e.	Equipment and Services to be Provided to the City by the Proposer	30	29
g.	Capital Investments in the Facilities of the Airport offered by th	10	8
	TOTAL	100	96

Notes or Comments:

Jet = 1.3846; Avgas = 2.3087 uses Platts

Capital investments = \$25k line of credit reimbursed through flowage fees, 10,000 captial improvement bonus arr

Shell signage, marketing, branding no charge

3k gallon Jet A fuel truck \$900/month; 1k 100LL/Avgas truck \$500 per month; will loan temp truck if leased trucks go

Proposal Ranked by:

  
 signature



## PROPOSAL RANKING WORKSHEET

### Aviation Fuel Supplier - RFP 16-416

Firm #: 3

Name of Firm: **World Fuel Services**

a.	EVALUATION FACTORS	MAX POINTS	POINTS GIVEN
b.	Qualifications of the Proposer	15	15
c.	Price Basis for the Supply of Aviation Fuels	25	20
d.	Price Basis for the Supply of Fuel Trucks	15	10
e.	Price Basis for the Supply of Other Products	5	3
g.	Equipment and Services to be Provided to the City by the Proposer	30	30
	Capital Investments in the Facilities of the Airport offered by th	10	5
	TOTAL	100	83

Notes or Comments:

Jet = 10460738; Avgas = 2.395961                      Platts

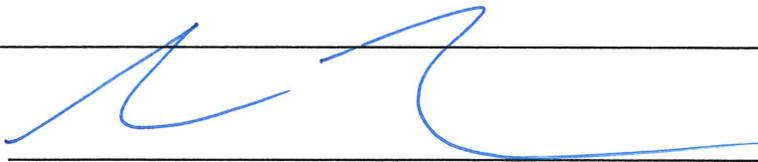
Capital Investment =        \$1500 fuel farm and directional signage

brand signage and ID provided

3k gallon Jet tanker new 2,200 per month; used 1,400 or less per month

1k galloin avgas refueler \$1300 per month; used \$800 or less

Proposal Ranked by:

  
 \_\_\_\_\_  
 signature



**PROPOSAL RANKING TABULATION**  
**Aviation Fuel Supplier - RFP 16-416**

Name of Person Ranking Firms:	James Slaton
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Firm 1:	EPIC Fuels
Firm 2:	Shell Aviation
Firm 3:	World Fuel Services

	EVALUATION FACTORS	MAX POINTS	1	2	3
a.	Qualifications of the Proposer	15	13	13	13
b.	Price Basis for the Supply of Aviation Fuels	25	22	23	20
c.	Price Basis for the Supply of Fuel Trucks	15	11	13	13
d.	Price Basis for the Supply of Other Products	5	5	5	5
e.	Equipment and Services to be Provided to the City by the Proposer	30	27	22	22
g.	Capital Investments in the Facilities of the Airport	10	2	8	5
	<b>TOTAL</b>	100	80	84	78

The 1st Ranked Firm is:	Shell Aviation
The 2nd Ranked Firm is:	EPIC Fuels
The 3rd Ranked Firm is:	World Fuel Services

Proposal Ranked by: \_\_\_\_\_ signature

Date: 8/18/16

**PROPOSAL RANKING TABULATION  
Aviation Fuel Supplier - RFP 16-416**

Name of Person Ranking Firms: **Alex Vacha**

- Firm 1: EPIC Fuels
- Firm 2: Shell Aviation
- Firm 3: World Fuel Services

EVALUATION FACTORS	MAX POINTS	1	2	3
a. Qualifications of the Proposer	15	0	0	0
b. Price Basis for the Supply of Aviation Fuels	25	0	0	0
c. Price Basis for the Supply of Fuel Trucks	15	0	0	0
d. Price Basis for the Supply of Other Products	5	0	0	0
e. Equipment and Services to be Provided to the City by the Proposer	30	0	0	0
g. Capital Investments in the Facilities of the Airport	10	0	0	0
<b>TOTAL</b>	<b>100</b>	<b>0</b>	<b>0</b>	<b>0</b>

- The 1st Ranked Firm is:
- The 2nd Ranked Firm is:
- The 3rd Ranked Firm is:

Proposal Ranked by: \_\_\_\_\_ Date: \_\_\_\_\_

signature



**PROPOSAL RANKING WORKSHEET**  
**Aviation Fuel Supplier - RFP 16-416**

Firm #: 2

Name of Firm: Shell Aviation

EVALUATION FACTORS	MAX POINTS GIVEN	POINTS GIVEN
a. Qualifications of the Proposer	15	13
b. Price Basis for the Supply of Aviation Fuels	25	23
c. Price Basis for the Supply of Fuel Trucks	15	13
d. Price Basis for the Supply of Other Products	5	5
e. Equipment and Services to be Provided to the City by the Proposer	30	22
g. Capital Investments in the Facilities of the Airport offered by the	10	8
TOTAL	100	84

Notes or Comments:

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Proposal Ranked by:

signature







**PROPOSAL RANKING TABULATION  
Aviation Fuel Supplier - RFP 16-416**

Name of Person Ranking Firms: **Alex Vacha**

Firm 1:	EPIC Fuels
Firm 2:	Shell Aviation
Firm 3:	World Fuel Services

	1	2	3
<b>EVALUATION FACTORS</b>	<b>MAX POINTS</b>	<b>1</b>	<b>2</b>
a. Qualifications of the Proposer	15	13	11
b. Price Basis for the Supply of Aviation Fuels	25	22	25
c. Price Basis for the Supply of Fuel Trucks	15	12	15
d. Price Basis for the Supply of Other Products	5	3	3
e. Equipment and Services to be Provided to the City by the Proposer	30	30	28
g. Capital Investments in the Facilities of the Airport	10	3	10
<b>TOTAL</b>	<b>100</b>	<b>83</b>	<b>92</b>

The 1st Ranked Firm is:	Shell Aviation - Eastern Aviation Fuels
The 2nd Ranked Firm is:	EPIC Fuels
The 3rd Ranked Firm is:	World Fuel Services - Ascent Aviation

Proposal Ranked by:  signature

Date: 8/18/2016





# City of Lake Wales

Request for Proposal

*Aviation Fuel Supplier*

***RFP NO. 16-416***

**Cut along border and affix this label to your sealed bid envelope to identify it as a “Sealed Bid”. Be sure to include the name of the company submitting the bid where requested.**

<b>SEALED BID – DO NOT OPEN</b>
SEALED RFP NO: 16-416
RFP TITLE: Aviation Fuel Supplier
DUE DATE/TIME: Wednesday, August 3, 2016 at 2:00 PM
SUBMITTED BY: _____ Name of Company

DELIVER TO: City of Lake Wales City Manager's Office Attention: Drew Buckner, Purchasing Agent 201 West Central Avenue Lake Wales, FL 33853
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Please Note: From time to time, addenda may be issued to this Request for Proposal. Any such addenda will be posted on the same website, [www.cityoflakewales.com](http://www.cityoflakewales.com), from which you obtained this Request for Proposal. Before submitting your proposal, you should check our website to download any addenda that may have been issued.

**REQUEST FOR PROPOSAL**  
**RFP #16-416**

July 14, 2016

**NOTICE IS HEREBY GIVEN** that the City of Lake Wales is accepting sealed proposals for:

**Aviation Fuel Supplier**

**At 2:00 P.M., EST on Wednesday, August 3, 2016** in the City Commission Chambers at the Municipal Administration Building, 201 Central Ave. W., Lake Wales, Florida, bids will be opened and read aloud.

**An original and three (3) copies** of all proposals, including all executed documents and needed attachments, shall be placed in a sealed envelope, marked "RFP 16-416: SEALED PORPOSAL FOR AVIATION FUEL SUPPLIER", and delivered prior to the opening deadline, 2:00 P.M., EST on Wednesday, August 3, 2016.

A **non-mandatory pre-bid conference** will be held at the City of Lake Wales, City Commission Chambers located at 201 Central Avenue West, Lake Wales, Florida, on **Monday, July 25, 2016 at 10:00 A.M.** Staff will be available to answer any questions and can conduct a site visit at the end of the pre-bid meeting.

**Intent**

The City of Lake Wales is seeking a qualified primary and secondary vendor to supply aviation fuel and lubricants to the Lake Wales Municipal Airport.

**Responding to the Request for Proposal**

All persons and firms wishing to submit bids must obtain a complete copy of the Request for Proposal and submit all required forms as outlined in the solicitation document with their response. Solicitation packet and related forms can be accessed on the City's website, [www.cityoflakewales.com](http://www.cityoflakewales.com): Departments: Purchasing, or by contacting Drew Buckner, Purchasing Agent, by email at [abuckner@cityoflakewales.com](mailto:abuckner@cityoflakewales.com).

Faxed or e-mailed responses will not be accepted. Responses may be hand delivered, mailed, or delivered via courier service to the following address:

City of Lake Wales City Manager's Office Attention: Drew Buckner, Purchasing Agent 201 West Central Avenue Lake Wales, FL 33853
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# **Aviation Fuel Supplier -Request for Proposals**

## **CITY OF LAKE WALES REQUEST FOR PROPOSALS AVIATION FUEL SUPPLIER**

### **I. OBJECTIVE**

The City of Lake Wales ("City") invites proposals from qualified producers and suppliers of aviation fuels and lubricants to be the primary and secondary supplier of aviation fuels for the Lake Wales Municipal Airport ("Airport") located in Lake Wales, Florida. The City is the owner and operator of the Airport which is managed by the Airport Manager as directed by the City Manager and the City Commission of the City of Lake Wales. The City will enter into an appropriate agreement ("Fuel Supply Agreement") with the successful Proposer.

### **II. THE AIRPORT**

The airport's current airport role and classification are listed in the FAA's National Plan of Integrated Airport System (NPIAS) as a General Utility General Aviation Airport capable of accommodating virtually all General Aviation aircraft with maximum gross takeoff weights of 12,500 pounds or less with wingspans up to, but not including, 79 feet. The Airport supports over 23,000 flight operations per year and various activities. Operations are comprised of local and transient general aviation, localized recreational glider activity, and skydiving. Presently there are no air carrier, commuter or air taxi operations conducted at the airport.

The airport was established in 1928, and over the past 70 years, expanded to its present size of 485 acres. During World War II, the Army Corps of Engineers utilized the airport for the training of military pilots while making improvements which included the construction of the 2 present 4,000-foot runways. The airport is owned by the city. An appointed Airport Authority serves in an advisory capacity to the City Commission.

The Airport continues to grow. The plans for the future include not only major improvements to the airfield, but improvement of existing facilities and the addition of facilities for aeronautical and non-aeronautical businesses. The airport is positioning itself to accommodate aircraft/parts manufacturers and distributors, repair stations, educational institutions, hotels, retail stores, restaurants, and others.

The Airport will be operated as a proprietary exclusive fuel reseller under FAA regulations starting October 01, 2016, and intends to continue providing fuel services into the foreseeable future. Based on historical data, the Airport predicts that nearly 100,000 gallons of fuel will be sold at the Airport in 2016, being approximately 5% Avgas and 95% Jet-A.

The Airport currently has two above ground aviation fuel storage tanks. Each tank holds 10,000 gallons. One tank contains 100LL AvGas and the other Jet A. To conduct aircraft fueling, aircraft pull directly up to the tanks as there are no fueling trucks at the Airport. The card reading machine to operate the self-service pumps is located with the AvGas tank, which is the one closest to Taxiway A.

# **Aviation Fuel Supplier -Request for Proposals**

The Airport has a 12,000 square foot main general aviation terminal building. Known as the Curtis D. Ammons, Jr. Center for Aviation, this facility houses the FBO services as well as a commercial skydiving operation and other services. The FBO portion of this facility provides public restrooms, a seating/lounge area, and pilot briefing room. There is also a small office for the on-site Airport Manager and some storage space.

## **III. THE NEED FOR AVIATION FUEL SUPPLIER**

The City will take over the FBO services starting October 1st, 2016 and the Airport will be operated as a proprietary exclusive fuel reseller under FAA regulations. To ensure a continued level of service, uninterrupted fuel supply and facilitate a profitable arrangement for the acquisition of its requirements of aviation fuel, the City needs to contract with an aviation fuel supplier ("Fuel Supplier"). The City intends to select the Fuel Supplier based upon competitive proposals submitted pursuant to this Request for Proposal (RFP). After evaluation of all proposals the City intends to enter into a Fuel Supply Agreement by which the selected Proposer will serve as the City's Fuel Supplier for the term of the agreement.

## **IV. AVIATION FUEL SPECIFICATIONS**

By submitting a proposal, the Proposer will ensure that the aviation fuel delivered meets or exceeds the following minimum specifications:

- A. Jet Fuel: Aviation Kerosene type Jet-A fuel received shall conform to ASTM D-1655 specifications (latest revision).
- B. AvGas: Fuel received shall conform to ASTM D-910 specifications (latest revision) and shall be of the Aviation Gasoline type, 100 Octane, Low Lead (AvGas 100LL) or future replacement.

Proposer will provide a certificate of analysis on all aviation fuel shipments. Proposer will also provide traceability on all shipments back to refinery.

## **V. MINIMUM QUALIFICATIONS**

To be considered for selection as the Fuel Supplier, Proposers should possess the following Minimum Qualifications:

- A. Proposer must be a refiner and producer or marketer of both Jet-A and AvGas meeting standards established from time to time by the Federal Aviation Administration and by manufacturers of the aircraft routinely operated in the United States.
- B. Proposer must be able to supply the City with its requirements for aviation fuels for at least five years.
- C. Proposer must have the ability to provide fuel trucks of a type and in the number required to deliver fuel to aircraft.

## **Aviation Fuel Supplier -Request for Proposals**

D. The Proposer shall be a licensed Petroleum Handler in the State of Florida and show proof of Pollution Liability Insurance. All deliveries will be made in the Proposer's fleet vehicles, placarded, and insured by the Proposer.

E. Off-loading procedures must comply with the Vapor Recovery System when applicable.

F. Proposer must be a full service general aviation marketer who provides marketing support, including a nationally recognized brand identity.

G. Proposer must agree to indemnify the City from loss arising from damage to property and injury to or death of persons arising from a failure of the quality of its products delivered to the Airport.

H. Proposer must have in place a quality control program that meets or exceeds regulatory and industry standards.

I. Proposer must have in place a customer service program that includes:

1) a representative that can answer fueling and quality control questions and provide support in a timely manner;

2) experience with FAA regulations required to support the Airports requirements;

3) a credit card program that utilizes standard POS equipment; either the system currently installed at the Airport, or a system provided by Proposer as part of the Fuel Supplier Agreement. The POS system must be capable of electronically processing at least the following cards: Proposer's credit card, Master Card, Visa, American Express, AvCard, Multi-Service Card, Discover, and Limited Government cards;

4) options to participate in advertising programs for promotion of the Airport and fuel sales;

5) national advertising that supports its product and the general aviation industry;

6) provision and installation of brand identification as approved by the Airport; and,

7) an account manager whose total interest and function is aviation related.

J. Also, the successful Proposer shall be required to outlay any and all startup costs related to the commencement of service to the Airport.

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## VI. SELECTION OF SUCCESSFUL PROPOSER

The City will select, in its sole and absolute discretion, the Proposer's based on the evaluation criteria. The award of the primary contract shall be made to the responsible Proposer, whose proposal is determined to be the highest evaluated offer taking into consideration the relative importance of price and other evaluation factors. The award of the secondary contract shall be made to the responsible Proposer, whose proposal is determined to be the second highest evaluated offer taking into consideration the relative importance of price and other evaluation factors. The secondary supplier will be utilized when the primary supplier is unable to perform according to the terms of the contract. The evaluation criteria will be:

Criteria	Possible Points	Percentage
Qualifications of the Proposer	15	15%
Price basis for the supply of aviation fuels	25	25%
Price basis for the supply of fuel trucks	15	15%
Price basis for the supply of other products	5	5%
Equipment and services to be provided to the City by the Proposer	30	30%
Capital investments in the facilities of the Airport offered by the Proposer	10	10%
<b>Total</b>	100	100%

The City of Lake Wales reserves the right to negotiate a contract with the selected Proposer. If the City and the selected Proposer cannot agree on contract terms or if the selected Proposer fails to promptly execute the Fuel Supply Agreement tendered to it by the City, the City may abandon its discussions with the selected Proposer and select another Proposer as the Fuel Supplier.

Under the Fuel Supply Agreement the Fuel Supplier will provide the City of Lake Wales with the Airport's requirements for aviation fuel and provide other services in accordance with the Fuel Supplier's proposal as it may be modified through negotiations with the City and incorporated into the Fuel Supply Agreement.

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## VII. PROPOSAL FORMAT

The following instructions describe the form in which proposals must be submitted.

Responses to the following items will be used for proposal evaluation. Proposals which do not contain responses to each of the required items will be considered incomplete and may be rejected by the City.

Proposal documents should provide a straightforward, concise description of the Proposer's capabilities to satisfy the requirements of this RFP. Emphasis should be on completeness, clarity of content, and conveyance of the information requested by the City of Lake Wales. The requirements stated do not preclude Proposers herein from furnishing additional reports, functions, and costs as deemed appropriate.

Submitted proposals shall follow the recommended format outlined below and all requested information shall be supplied. Incomplete information may result in lower total score during the evaluation and selection process.

- A. Section I: Cover Letter -Please include the name, address, and telephone number of the company, signed by the person or persons authorized to represent the company.
- B. Section II: Table of contents -Clearly identify materials contained in the proposal by section and page number.
- C. Section III: Proposal Details -Use the guidelines supplied herein as Exhibit "A". Proposer may make modifications, but all answers must be provided.
- D. Section IV: Assigned Personnel Identify the principals (authorized agents/representatives) having primary responsibility for implementing the proposal.
- E. Section V: Subcontractors -If subcontractors are to be used, identify each of them in the proposal and describe the work to be performed by them.
- F. Section VI: Conflict of Interest -Address possible conflicts of interest with other clients affected by actions performed by the firm on behalf of the City. The City reserves the right to consider the nature and extent of such work in evaluating the proposal.

Proposals shall be submitted as follows, one (1) unbound original, three (3) bound copies in a sealed envelope bearing the name and address of the respondent along with the statement "Aviation Fuel Supplier Proposal" on the outside of the delivery package.

Costs for developing proposals in response to this RFP are entirely the obligation of the Proposer and shall not be charged in any manner to the City.

# **Aviation Fuel Supplier -Request for Proposals**

## **VIII. COMMUNICATIONS AND CLARIFICATION**

All questions should be directed to Drew Buckner, Purchasing Manager via e-mail at [abuckner@cityoflakewales.com](mailto:abuckner@cityoflakewales.com). Inquiries should make reference to specific section numbers of this RFP.

## **IX. ACCEPTANCE/REJECTION OF PROPOSALS**

It is understood that all proposals and other information submitted by Proposers pursuant to this RFP will become part of the public file concerning this matter and be subject to the public disclosure laws of the State of Florida. The City reserves the right to reject any Proposer that, in the City's opinion, does not have adequate qualifications. The City reserves the right, at any time, to reject any or all proposals and to advertise for new proposals. The City also reserves the right to waive minor irregularities and formalities in proposals.

## **X. CONTRACTING**

Any contract or agreement developed for this work shall be construed and enforced in accordance with the laws of the State Florida. Any controversy or claim arising as a result of contracting shall be settled by action initiated in the appropriate state courts in Polk County, Florida.

Any contract or agreement developed for this work shall be subject and subordinate to the provisions of any existing or future agreement between Lessor and the United States of America, or any agency thereof, relative to the operation or maintenance of the airport, including any such agreements which have been or may be required as a condition precedent to the expenditure of federal funds for the development or operation of the airport.

The term of the contract shall be for (3) years. Upon written mutual agreement between the City and the successful proposer(s), the contract may be extended for up to two (2), one (1) year renewals under the same terms and conditions.

## **XI. CLEANUP AND CONTAINMENT OF FUEL SPILLS**

The Proposer shall include a copy of their Emergency Action Plan / Emergency Cleanup Policy with their proposal outlining what course of action will be taken in the event of a fuel spill. The Cleanup Plan must contain 24 hour a day contact persons and phone numbers. In the event of a spill, a response team shall be on site to begin containment and cleanup within two hours. No exceptions shall be made for time of day, holidays, weekends, drive time, etc.

## **XII. RESPONSIBILITY**

These requirements create a means of accountability and security and limit the City's liability until the fuel is delivered into the above ground bulk tanks. The City of Lake Wales will accept

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no responsibility for any delivery until the fuel is securely in our bulk tanks and it is understood that the fuel will remain the property of the vendor until said act has been completed.

## EXHIBIT "A"

### AVIATION FUEL SUPPLIER –LAKE WALES MUNICIPAL AIRPORT

If selected by the City as the Fuel Supplier, Proposer will supply the City's requirements for aviation fuels and provide other services as described in this proposal and the Fuel Supplier Agreement ("Agreement") to be made between Proposer and the City, as more particularly described below:

1. Qualifications:

*(Here describe your company or organization and your qualifications to be selected as Fuel Supplier.)*

2. The Product shall include the following types of fuels:

Aviation Turbine Fuel-Jet A;  
Aviation Gasoline, 100 Octane, Low Lead (AvGas) or future replacement;  
and Other (if any).

The Product delivered to the Airport shall comply with the following specification:

*(Here describe the current specification required by the FAA and aircraft manufacturers for Jet "A" and AvGas and aviation lubricants.)*

or such other specification that may be established by applicable governmental regulation or industry standard in the future. Fuel Supplier will supply with each load of Product a certificate of the specification of the Product and will warrant that each load meets or exceeds applicable specifications and quality control requirements.

3. Prices for Product. The City desires to receive the best possible pricing and in order to facilitate the comparison of proposals, it is necessary that all proposals completely explain their method of pricing.

*(Here provide an explanation of the pricing-methodology used by Proposer in determining fuel price, timing of price-changes, and method of conveying price-changes to the City. The pricing-methodology may be a guaranteed price, a base price established upon a given date and to be increased and decreased thereafter according to an index such*

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*As OPIS, Cost of Crude, Platts, marketplace, etc., a margin against a pre-defined spot price, or any other methodology that allows the City to compare future cost of Product to be obtained from Proposer in comparison with other Proposers. Include a quote of the price per gallon that your proposed pricing methodology would produce for: the date of this RFP; six months earlier; and twelve months earlier.)*

4. We will lease fuel trucks ("refuelers") to the Airport as follows:

*(Here describe the terms and conditions of the lease for the proposed fuel trucks. Also, be specific to the type, size, specification, manufacturer, age, and condition. Include prices for 1,200 gallon-AvGas trucks or similar, and 2000 - 3000 gallon Jet Fuel trucks or similar. The lease period may not exceed the 5 years, unless mutually agreed by the parties in writing. Describe any available maintenance program.)*

5. We commit to deliver at the stated date, time, and price the City's requirements of Product subject to the following limitation:

*(Here describe the limitation, if any, on the amount of Product Fuel Proposer shall be obligated to supply to the City at the stated price. Describe plan to provide continuous product delivery on time and on schedule.)*

6. We have and will keep in place during the term of the Agreement the following Product Quality Control Program:

*(Here describe, in detail, your quality control and assurance program.)*

7. Credit Card Program:

*(Here describe your credit card program. Include as much detail as necessary for the City to fully understand the operations of same and how it compares with other credit card programs operated by other aviation fuel suppliers.)*

8. Marketing, Advertising, and Promotions:

*(Here explain method or plan for Airport marketing, advertising, and promotions. Explain aviation directory support available from Proposer including support of web-based fuel price directories. Set forth sales aids items provided and cost. Explain co-op program, if applicable, and funds available to the City.)*

9. Industry Involvement and Commitment:

*(Describe all memberships in industry organizations like NBAA and NATA.)*

10. We commit to provide the following training:

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*(Here describe available training programs and related costs, if any. The training should include the following areas at the minimum: safety, refueling aircraft, fuel farm operation, quality control, and fire safety. Quality control and basic fuel farm operation should be available on a regular basis to accommodate new employees.)*

## 11. Liability Insurance:

*(Here describe Proposer's commercial general liability and pollution liability, environmental impairment liability, or hazardous waste liability insurance policies that will provide coverage to the City. Include as much detail as necessary for the City to fully understand the adequacy of such policies.)*

## 12. Crisis Management Plan:

*(Here describe Proposer's program or plan to support City in the event Proposer's product is called into question or implicated in an aircraft incident or accident.)*

## 13. Investment by Proposer:

### a. Fuel farm investment

*(Describe improvements, if any, to the fuel farm you are willing to make and under what conditions.)*

### b. Airport facilities investment

*(Describe improvements, (any, you are willing to make in facilities at the Airport and under what conditions.)*

## General Information and Requirements

1. In accordance with Chapter 119, Florida Statutes, all bids received, and all materials contained therein, once opened are **public record**, and subject to disclosure to any person, organization, or firm, including other firms responding to this invitation to bid.
2. In accordance with section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid or proposal on a contract to provide any goods or services to a public entity and may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in section 287.017-for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
3. The City reserves the right to accept or reject any or all bids, or part thereof, to waive any informalities or technicalities, or to award contracts in the best interest of the City. In all instances, the City's decision shall be final.
4. The City of Lake Wales is exempt from taxes imposed by the State and Federal Government. Bids shall not include any taxes or fees.
5. Prospective firms must submit proposals strictly in accordance with the specifications outlined in the Invitation to Bid. Each variance, if any, to the specifications shall be specifically stated in the bid.
6. Prospective firms warrant by virtue of submission of bids that all prices, terms, and conditions stated shall be honored for a period of ninety (90) days after the opening of bids. **Any** changes at the time an order is placed shall result in automatic disqualification of the vendor.
7. The original bid shall be signed, in blue ink, by a corporate officer, partner, or proprietor.
8. The City reserves the right to reject any or all items if in its judgment the item does not meet the needs of the City, or for any reason it deems suitable.
9. Prospective firms are hereby warned not to contact any City employee or official on matters relating to this Invitation to Bid, except as indicated herein. Any attempt to do so, or engaging in lobbying or any other activity interfering with the evaluation process may result in immediate disqualification of the vendor from **any** City business.
10. Per City ordinance, agreements and contracts with a term in excess of one year shall include the following language: "The performance of the City of Lake Wales and its obligation to pay under this contract is contingent upon annual appropriation by the City Commission of Lake Wales." Vendors are warned that this requirement is written into the Code of Ordinances of the City, a public document, and is binding upon all vendors whether or not referenced in any agreement.
11. Prospective firms quoting State of Florida contract pricing must provide the state contract number and date of expiration in their bids or proposals. Firms will be required to provide a copy of the entire contract prior to the placing of orders by the City.
12. Prospective firms hereby warrant by virtue of submission of bids that any and all terms, conditions, and requirements as stated in this document are valid, enforceable, and binding upon the selected vendor.

### **Specific Information and Requirements**

1. Answers to questions submitted about this Invitation to Bid or the Project will be provided to all known prospective bidders.
2. The selected firm may not discriminate against any employee employed in the performance of services, or against any applicant for employment because of race, religion, color, handicap, national origin, age, gender, or marital status.
3. Bids shall include all information required in the Invitation to Bid. Bidders shall use City standard forms as included in the Invitation to Bid to submit all information, or shall follow the format dictated or include the information required herein where no form is provided. Bid documents shall be arranged in order as indicated on the Bid Contents Form.
4. The City will allow the use of **approved** subcontractors or third parties in performing work outlined in this Invitation to Bid.

### **Evaluation of Bids**

The City of Lake Wales shall be the sole judge of the bid and the resulting agreement that is in its best interest and its decision shall be final. All bidding and award procedures undertaken by the City in regard to this project shall be consistent with the City's adopted procurement procedures. The City reserves the right to seek clarification from prospective firms on any issue in a bid, or take any other action it feels necessary to properly evaluate the bids and construct a solution in the City's best interest.

### **Terms of Contract**

The contract shall be for three (3) years with the option to renew for a period of up to two (2) one year periods after the initial contract on a yearly basis. Termination by the contractor shall require notification six months prior to the actual conclusion of services.

## **BIDDER INSTRUCTIONS AND GENERAL INFORMATION**

**BIDDER INSTRUCTIONS:** To ensure acceptance of this bid, follow these instructions.

**BID DOCUMENTS MUST BE DELIVERED TO THE PURCHASING DIVISION PRIOR TO THE TIME AND DATE SPECIFIED. THERE WILL BE NO EXCEPTIONS.**

1. **EXECUTION OF BID:** Bid must contain an original signature of an authorized representative in the space provided on the signature page. Bid must be typed or printed in blue ink. Erasable ink is not permitted. Corrections made by bidder to any bid entry must be initialed by the person who signs the bid.
2. **NO BID:** Bidder not interested in submitting a bid should return a “no bid,” with an indication of the reason for no bid and the interest in future bid solicitations.
3. **BID OPENING:** It is the responsibility of the bidder to assure that their bid is delivered at the proper time and place prior to the bid opening. All bid openings shall be public, at 2:00 p.m., on the date specified in the Notice to Bidders. Bids, which for any reason are not so delivered, will not be considered. **BID SUBMITTAL FORMS USING FACSIMILE OR E-MAIL WILL NOT BE ACCEPTED.**

**NOTE:** Bidders may call the Purchasing Agent only for bid results. The telephone number is (863) 678-4182 extension 264. The bid recap will be posted to the City of Lake Wales website at <http://www.cityoflakewales.com> within ten (10) working days after the bid opening date. The bid analysis will also be posted to the City’s website as soon as possible after the bid opening date. Bid files may be examined during normal working hours by appointment.

4. **CITY AS GATEKEEPER OF DOCUMENTS:** This document is issued by City of Lake Wales and as such shall be the sole distributor of all addenda’s and/or changes to these documents. It is the responsibility of the bidder to determine issuance of documents directly with the Purchasing Division. The City is not responsible for any solicitations issued through subscriber, publications, or other sources not connected with the City and the Bidder should not rely on such sources for information regarding the solicitation.
5. **TAXES:** Bidders are responsible for the payment of any applicable taxes that are connected to the purchase of any materials or subcontractors used in the execution of this bid.
6. **DISCOUNTS:** Bidders may offer a cash discount for prompt payment; however, such discounts shall NOT be considered in determining the lowest net cost for bid evaluation purposes. Bidders are encouraged to reflect cash discounts in the unit price quoted.
7. **MISTAKES:** Bidders are required to examine the specifications, delivery schedule, bid prices and all instructions pertaining to the requirements of this bid. Failure to do so will be at bidder’s risk. In case of a mistake in extension of a unit price, the unit price will govern. Corrections made by bidder to any bid entry must be initialed by the person who signs the bid.
8. **INVOICING AND PAYMENT:** The successful bidder shall submit a properly certified invoice to the City at the prices bid. **An original invoice shall be submitted to the appropriate Division at their drawer number, P.O. Box 1320, Lake Wales, Florida 33859.** The vendor shall include the bid number and/or the purchase order number on all invoices. Invoices will be processed for payment when approved by the user division.

9. **CONFLICT OF INTEREST:** All bidders must disclose, with their bid, the name of any officer, Director or agent who is also an employee of the City or any of their agencies. Furthermore, all Bidders must disclose the name of any City employee who owns, directly or indirectly, any interest of any amount in the bidder's firm or any of their branches. Award of this bid shall be subject to the provisions of Chapter 112, Florida Statutes.
10. **WARRANTY:** Unless otherwise specified, the bidder agrees that the services furnished under this bid shall be covered by the most favorable commercial warranty the bidder gives to any customer for comparable services, and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the City by any provision of this bid.
11. **ADDENDUM:** Any changes in the bid shall be made in the form of a written addendum by the Purchasing Agent or her representative. No other person shall be authorized to make changes verbally or in writing.
12. **LIABILITY:** The vendor shall hold and save the City, Its Officers, agents and employees harmless from liability of any kind in the performance of this bid and against claims by third parties resulting from the supplier's breach of contract or the supplier's negligence.
13. **PATENTS AND ROYALTIES:** The bidder, without exception, shall indemnify and save Harmless the City and its employees from liability of any nature or kind, including cost and Expenses for, or on account of, any copyrighted, patented or non-patented invention, process, or article manufactured and used in the performance of this bid. If the bidder uses any design, device or material covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or cost arising from the use of such design, device or material in any way involved in the work.
14. **BID PROTEST:** Any bidder desiring to file a bid protest, with respect to a recommended award of any bid, shall do so by filing a written protest. The written protest must be in the possession of the Purchasing Division within 72 working hours of electronic posting of the bid award, unless only one bid was received.

**FAILURE TO FOLLOW BID PROTEST PROCEDURE REQUIREMENTS WITHIN THE TIME FRAMES PRESCRIBED HEREIN AS ESTABLISHED BY THE CITY OF LAKEWALES, FLORIDA, SHALL CONSTITUTE A WAIVER OF THE BIDDER'S RIGHT TO PROTEST AND ANY RESULTING CLAIM.**

15. **SUMMARY OF TOTAL SALES:** At the end of each quarter, the successful vendor is required to furnish the Purchasing Division with a summary of sales, in total dollars, for the work performed as a result of this bid.
16. **INDEMNIFICATION:** In consideration of Ten Dollars (\$10.00) and other valuable Considerations, Seller shall defend (by counsel reasonably acceptable to City), indemnify and hold Harmless the City, its employees and agents from and against, including, but not limited to, all liability, claims, suits, demands, damages, losses and costs, including attorney fees, arising out of or resulting from the performance of its services, provided that any such liability, claims, suit, demand, damage, loss or expense is (a) attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property (other than the service itself), including the loss of use resulting there from; and (b) caused in whole in part by an act or omission of the contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, whether or not it is caused in whole or in part by the negligence or other fault of a part indemnified hereunder. The contractor shall indemnify and hold harmless the City and anyone directly or indirectly employed by it from and against all claims, suits, demands, damages, losses and expenses (including attorney fees) arising out of any infringement or patent rights or copyrights held by others and shall defend all such claims in connection with any alleged infringement of such rights.

17. **PUBLIC ENTITY:** A person or affiliate who has been placed on the convicted vendor list Following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. When submitting this bid, the bidder hereby certifies that they complied with said statute.
18. **PREFERENCE FOR DRUG FREE WORKPLACE:** Whenever two or more bids, which are equal with respect to price, quality and service, are received, preference shall be given to a bid received from a business that certifies that it has implemented a drug free workplace program in accordance with Section 287.087, Florida Statutes. In order to receive preference, a signed certification of compliance must be submitted with the bid response.
19. **PRICES, TERMS AND PAYMENT:** Firm prices shall be bid and include all packing, handling, shipping charges and delivery to any point within the City. Discount time will be computed from the date of satisfactory delivery at place of acceptance. Prices bid shall be firm for forty-five (45) days.
20. **SAFETY STANDARDS:** Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall comply with applicable requirements of Occupational Safety and Health Act (OSHA) and carry evidence of Underwriters Laboratories' Listings (UL).
21. **PACKAGING:** All containers shall be suitable for storage or shipment, and all prices should include standard commercial packaging.
22. **MEETS SPECIFICATIONS:** It is understood and agreed that any item offered or shipped as a result of this bid shall be new (current model at the time of this bid) unless otherwise specified in the specifications. The bidder represents that all equipment offered under this specification should meet or exceed the minimum requirements specified. Bidder shall strictly adhere to delivery specifications.
23. **SILENCE OF SPECIFICATIONS:** The apparent silence of this specification and any Supplemental specifications to any details or the omission from same of any detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and those only materials of first quality and correct type, size and design are to be used. All Workmanship is to be first quality. All interpretations of these specifications shall be made upon the basis of this statement.
24. **GOVERNMENTAL RESTRICTIONS:** In the event that any governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship or performance of the items offered on this bid/proposal prior to delivery, it shall be the responsibility of the supplier to notify the Purchasing Division at once. Their letter shall indicate the specific regulation, which required an alteration. The City reserves the right to accept any such alteration, including any price adjustments, or to cancel the contract at no expense to the City.
25. **TOXIC SUBSTANCE:** Notice of successful vendor (s) to provide to City toxic substances (As listed in Chapter 442, Appendix "G" of the FS) if applicable.
  - a. Chapter 442 of the FS states that manufacturers, importers or distributors of any toxic Substance shall prepare and provide each direct purchaser of such toxic substance with Material Safety Data Sheet (s), herein referred to as MSDS, which to the best of manufacturer's, importer's or distributor's knowledge, is current, accurate and complete based on information then reasonably available to the manufacturer, importer or distributor.

Upon notification of a new or revised MSDS the manufacturer, importer or distributor, on a timely basis not to exceed three (3) months after notification, shall provide the City with the revised information as it becomes available to the manufacturer, importer or distributor.

- b. Failure to provide the MSDS, when applicable, shall be cause of rejection of bid.
26. **INSPECTION, ACCEPTANCE AND TITLE:** Inspection and acceptance will be at the designated facility unless otherwise indicated. Title and risk of loss or damage to all items shall be the responsibility of the contract supplier until accepted by the City, unless loss or damage results from negligence by the City.
27. **SAMPLES:** Samples of items, when called for, must be furnished free of expense and may, upon request be returned at the bidder's expense. Each individual sample must be labeled with bidder's name, manufacturer's brand name and number, bid number and item reference. Sample of successful bidder's items may remain on file with Purchasing for the term of the contract. Request for return of samples shall be accompanied by instructions, which include shipping authorization and name of carrier, and must be received within ninety (90) days after bid opening date. If instructions are not received within this time, the Purchasing Division shall dispose of the samples.
29. **PUBLIC RECORDS:** Contractor acknowledges that it is acting on behalf of a Public agency and that this Agreement is subject to the provisions of §119.0701, Florida Statutes, and that Contractor must comply with the public records laws of the State of Florida. Contractor shall:
- (a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
  - (b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
  - (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements and not.
  - (d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

### **GENERAL INFORMATION**

1. **DEFINITIONS:** The term "City" means the City of Lake Wales, a political subdivision of the State of Florida, and its authorized designees, agents or employees.
2. **AWARD (S):** As the best interest of the City may require, the right be reserved to make award(s) by individual item, group of items or as indicated in the bid form; to reject all bids or waive any minor irregularities or technicalities in bids received. In determining the lowest responsive and responsible bidder, in addition to price, the following may be considered:
  - Vendor's evaluation – quality of performance on previous projects.
  - The ability, capacity, equipment and skill of the bidder to fulfill the contract.
  - Whether or not the bidder can fulfill the contract within the time specified, without delay or interference.
  - The character, integrity, reputation, judgment, experience and efficiency of the bidder.

- The previous and existing compliance by the bidder with laws and ordinances relating to the contract.
  - The sufficiency of the financial resources to fulfill the contract to provide the goods and/or services.
  - The quality, availability and adaptability of the suppliers or contractual services to the particular use required.
  - The ability of the bidder to provide future maintenance and service, as required or needed.
  - The number and scope of conditions attached to the bid.
3. **LOCAL PREFERENCE:** It is policy of the Board of Commissioners to afford local preference to City entities in the award of bids. Preference shall be administered in accordance with the following:
- **.Ordinance 2013-17, Sec 2.418. Commodities or contractual services in excess of the threshold amount for Category Two – Thirty-five thousand dollars (\$35,000.00).**
  - The contract shall be awarded with reasonable promptness by written notice to the qualified and responsive bidder who submits the lowest responsive bid after the city manager obtains the formal approval of the city commission for the bid award. This bid must be determined in writing to meet the requirements and criteria set forth in the invitation to bid. Preference shall be given to a local vendor when the bid is not more than two percent (2%) higher than the low bid.
  - Local Vendor: Any person who, or place of business which, provides or proposes to provide a commodity or contractual service when such person or business has a principal place of business located within the City of Lake Wales.
  - If a contract is being funded in whole or in part by assistance of any federal, state or local agency, which disallows local preference, the City will adhere to those requirements by not applying this section.
4. **NON-CONFORMANCE TO BID CONDITIONS:** Services not delivered as per delivery date in bid and purchase order may result in bidder being found in default, in which event any and all re-procurement costs may be charged against the defaulting vendor. This non-conformance to bid conditions may result in immediate cancellation of the purchase order.
- **ASSIGNMENT:** Any purchase order issued pursuant to this bid and the monies, which may become due herein, are not assignable, except with the prior written approval of the Purchase Director.
5. **DISPUTES:** In the event of any doubt or difference of opinion as to the methods provided herein, or the level of performance rendered, the decision of the user department/division director shall be final and binding on both parties.
6. **FACILITIES:** The City reserves the right to inspect the bidder's facilities at any time, with prior notice.
7. **PLACING OF ORDERS:** The award of this bid does not constitute an order. Before any services can be performed, the successful bidder must receive written or oral notification in accordance with the practices of the User Division.
8. **PRECEDENCE:** Any requirement set forth in any section of the bid documents shall be binding as if called for by all sections. If there is a difference in the terms anywhere in this document, the most restrictive shall prevail.

10. **ADDITIONS/REVISIONS/DELETIONS:** Additions, revisions or deletions to the general conditions, specifications or bid price sheets that change the intent of the bid will cause the bid to be non-responsive and the bid will not be considered. The Purchasing Agent shall be the sole Judge as to whether or not any addition, revision or deletion changes the intent of the bid.
11. The Purchasing Agent reserves the right to terminate or suspend the award of this bid, in whole or in part, when it is in the best interest of the City to do so. The Purchasing Agent will notify the Vendor, in writing, of any such action with notice of the effective date of termination or suspension. This notice shall also specify the state of the work at the time of termination or suspension.

If the User Division determines that the performance of the Vendor does not comply with the bid Requirements, the division may:

- a. Immediately suspend the work; and
  - b. Notify the vendor of the non-performance with a requirement that the deficiency be corrected within ten (10) days of notification.
11. **PRICE ADJUSTMENTS:** Any price decrease executed during the contract period, either by reason of market change or on the part of the contractor to other customers, shall be passed on to the City.
  12. **CANCELLATION:** All annual bid obligations shall prevail for at least one hundred eighty (180) Days after effective date of the bid, unless bid conditions are breached as specified herein, after that period, for the protection of both parties, either party may cancel this bid in whole or part by giving thirty (30) days prior notice in writing to the other party. The City reserves the right to cancel any bid after reasonable written notice to the successful bidder should the service not be in the best interest of the City. Should the service rendered for any bid cause or threaten endangerment to public safety or welfare, the Purchasing Director may cancel the bid immediately.
  13. **PLANS AND SPECIFICATIONS:** The specifications and other bid documents upon which the prices in the Vendor's bid proposal are based on, are hereby made a part of the purchase order by reference hereto.
  14. **ANNUAL APPROPRIATIONS:** The vendor acknowledges that the City, during any fiscal year, shall not expend money, incur any liability, or enter into any agreement which, by its terms, involves the expenditure of money in excess of the amounts budgeted or the reduction of revenues for those budgeted agreements that may be available for expenditure during such fiscal year. Any agreement, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such agreement. Nothing herein contained shall prevent the making of agreement for a period exceeding one year, but any agreement so made shall be executor only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Accordingly, the City's performance and obligation to pay under this agreement is contingent upon annual appropriation.
  16. **PRICE INCREASES:** The Purchasing Agent reserves the right to increase/decrease prices after the bid has been in place for a minimum of 12-months, when it is in the best interest of the City. Increase/decrease will be determined by the appropriate price index.

**17. INSURANCE REQUIREMENTS:**

Unless otherwise stated in the specifications, the following insurance requirements must be met before delivery of goods or services.

**Worker's Compensation** Coverage is to apply for all employees for statutory limits in compliance with the applicable state and federal laws. The policy must include Employer's Liability with a limit of \$3,000,000 each accident, \$1,000,000 each employee, \$1,000,000 policy limit for disease.

**Commercial General Liability – Occurrence form required** (Contractor/Vendor) shall maintain commercial general liability (CGL) insurance with a limit of not less than \$3,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this location/project in the amount of \$6,000,000. Products and completed operations aggregate shall be \$6,000,000. CGL insurance shall be written on an occurrence form and shall include bodily injury and property damage liability for premises, operations, independent contractors, products and completed operations, contractual liability, broad form property damage and property damage resulting from explosion, collapse or underground (x,c,u) exposures, personal injury and advertising injury. Fire damage liability shall be included at \$100,000.

**Commercial Automobile Liability Insurance** (Contractor/Vendor) shall maintain automobile liability insurance with a limit of not less than \$3,000,000 each accident for bodily injury and property damage liability. Such insurance shall cover liability arising out of any auto (including owned, hired and non-owned autos). The policy shall be endorsed to provide contractual liability coverage.

**Evidence of Insurance** The Contractor/Vendor shall furnish the City of Lake Wales with Certificates of Insurance. The Certificates are to be signed by a person authorized by that insurer to bind coverage on its behalf. The City of Lake Wales is to be specifically included as an additional insured on all policies except Workers' Compensation. In the event the insurance coverage expires prior to the completion of the contract, a renewal certificate shall be issued 30-days prior to said expiration date. The policy shall provide a 30-day notification clause in the event of cancellation or modification to the policy. All certificates of insurance must be on file with and approved by the City of Lake Wales before the commencement of any work activities.

## **SPECIAL CONDITIONS**

1. Award of bids will be based on an overall low average of markups meeting specifications. The City reserves the right to reject any or all bids and/or waive any minor irregularities in the bids received, whichever would be in the best interest of the City.
2. **ANNUAL APPROPRIATIONS:** The vendor acknowledges that the City, during any fiscal year, shall not expend money, incur any liability, or enter into any agreement which, by its terms, involves the expenditure of money in excess of the amounts budgeted or the reduction of revenues for those budgeted agreements that may be available for expenditure during such fiscal year. Any agreement, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such agreement. Nothing herein contained shall prevent the making of agreement for a period exceeding one year, but any agreement so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Accordingly, the City's performance and obligation to pay under this agreement is contingent upon annual appropriation.
2. All prices bid shall remain unchanged during the period of performance, as specified herein, and as may be adjusted in accordance with General information, Item #16.
4. **PERFORMANCE OF WORK:** The work required under this bid shall be performed by the entity submitting the bid.
5. Any contract may be cancelled by either party without cause by giving sixty (60) days notice in writing. This contract is subject to immediate cancellation by the City for poor service and delivery.

6. **SEALED BIDS:** All bid submittals must be completed and submitted in a sealed parcel. **BID SUBMITTAL SHALL INCLUDE ONE (1) ORIGINAL AND THREE (3) COPIES.** The **Original** bid submittal(s) shall be submitted on the forms provided by the City. All bids are subject to the conditions herein; failure to comply will subject bid to rejection.
7. If it becomes necessary to revise or amend any part of this bid, an addendum will be issued and will be posted on the City's website at [www.cityoflakewales.com](http://www.cityoflakewales.com) "Purchasing & Bids". **It is the sole responsibility of the bidders to check the website to ensure that all available information has been received prior to submitting a bid.**
8. Bidders are advised that in the interests of waste reduction and maximizing the potential for recycling, they are asked to abide by the following in preparing their bids:
  - Return only the required bid submittal pages
  - Avoid comb, velo binding, and plastic binders
  - Avoid plastic dividers and/or plastic tabs
  - Print and/or copy double-sided to the extent feasible
  - Use at least 30% post-consumer recycled content paper to the extent practicable
9. Vendors must possess either a City Local Business Tax Receipt (f/k/a Business License) or an Occupational License from any other government entity located within the state of Florida in order to do business with the City of Lake Wales. **A copy of such license must be submitted with your bid submittal.**

**ALL RESPONDERS SHALL INCLUDE IN THEIR SUBMITTALS:**

1. Exhibit A
2. Copy of business license or tax receipt
3. Vendor's application, W-9 and Public Entity Crime Statement
4. Insurance Submittal Page, Signature Submittal Page
5. Non-Collusion Affidavit of Prime Bidder, Drug-free Workplace Form, Indemnification
6. A brief history of the firm. Information should include your organizational structure, management location and evidence of Florida licensure.
7. A description of the services specifically relating to the governmental sector, which the bidder is capable of providing.
8. A list of at least 5 references the City may contact in order to assist in the evaluation of past performance.
9. The firm name and contact person, address, telephone number, fax number and email address of the office from which the services are being provided.

**SIGNATURE ACKNOWLEDGEMENT  
(SUBMITTAL PAGE)**

To The City of Lake Wales, a Florida municipal corporation:

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

I certify that this proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a proposal for the same construction, service or material and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this proposal and certify that I have read and understand the proposal documents. I have completed and submitted all proposal submittal forms, and I am authorized to sign this proposal for the proposer. In submitting a proposal to the City, the proposer offers and agrees that if the proposal is accepted, the proposer will convey, sell, assign or transfer to the City all rights, titles and interests in and to all causes of action it may now or hereafter acquire under the Anti-Trust Laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the proposer.

\_\_\_\_\_  
VENDOR NAME

\_\_\_\_\_  
AUTHORIZED SIGNATURE (MANUAL)

\_\_\_\_\_  
MAILING ADDRESS

\_\_\_\_\_  
NAME (TYPED OR PRINTED)

\_\_\_\_\_  
CITY, STATE AND ZIP CODE

\_\_\_\_\_  
TITLE (TYPED OR PRINTED)

\_\_\_\_\_  
(AREA CODE) TELEPHONE NUMBER

\_\_\_\_\_  
TOLL FREE NUMBER

\_\_\_\_\_  
(AREA CODE) FAX NUMBER

\_\_\_\_\_  
E-MAIL ADDRESS

Any other Government Agency may use this proposal. [ ] YES [ ] NO [ ] N/A

A City check will be accepted as method of payment. [ ] YES [ ] NO

**NOTE: If Proposer checks "yes" above, Proposer agrees that the City will use a City check for the payment of any and all invoices submitted as a result of the performance of this proposal.**

**NON-COLLUSIOIN AFFIDAVIT OF PRIME PROPOSER  
(SUBMITTAL PAGE)**

State of \_\_\_\_\_

County of \_\_\_\_\_

\_\_\_\_\_, Being first  
Duly sworn, deposes and says that:

1. he/she is \_\_\_\_\_ of \_\_\_\_\_, the Proposer that has submitted the attached Proposal;
2. he/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
3. Such Proposal is genuine and is not a collusive or sham Proposal;
4. Neither the said Proposers nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiliate has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer, firm or person to submit a collusive or sham Proposal in connection with such Contract or has in any manner, directly or indirectly, sought by agreement or collusion of communication or conference with any other Proposer, firm or person to fix the price or prices in the attached proposal of any other Proposer, or to fix any overhead, profit or cost element of the Proposal Price or the Proposal Price of any other Proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City or any person interested in the proposed Contract; and
5. The price or prices quoted in the attached Proposals are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees or parties in interest, including this affiliate.

Signed: \_\_\_\_\_

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

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
(Title)

My Commission Expires: \_\_\_\_\_

**DRUG-FREE WORKPLACE FORM**  
**(SUBMITTAL PAGE)**

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies

That \_\_\_\_\_ does:  
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employee for violations of such prohibition
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation programs, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under proposal a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employee that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the Terms of the statement and will notify the employer of any conviction of, plea of guilty or nolo contendere to, any violation of Chapter 1893 or of any controlled substance law of United States any state, for a violation occurring in the workplace no later than five (5) days after such Conviction.
5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or Rehabilitation program, if such is available in the employee's community, by any employee Who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

\_\_\_\_\_  
Proposer's Signature

\_\_\_\_\_  
Date

**INSURANCE  
(SUBMITTAL PAGE)**

By signing below the Proposer is stating that they fully understand the insurance requirements for the project and if awarded the proposal will provide all insurance coverage as required in RFP 16-416.

The requirements are as follows:

- Proposer is insured with a company licensed to do business in the State of Florida
- The insurance company is rated A VIII or better by A.M. Best Rating Company (Workers Compensation, General and Automobile policies)
- The City will be named as an additional insured for general and automobile liability
- The certificate will contain a 30-day written notice of cancellation and a 10-day written notice of non-payment
- The General Liability and Worker's Compensation policies will contain waiver of subrogation in favor of The City

---

Company Name

---

Proposer (signature)

**INDEMNIFICATION**

To the fullest extent permitted by laws and regulations, and in consideration of the amount stated on any Purchase Order, the Contractor shall defend, indemnify, and hold harmless the City, its officers, directors, agents, guests, invitees, and employees from and against all liabilities, damages, losses, and costs, direct, indirect, or consequential ( including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals and court and arbitration costs) arising out of or resulting from any acts of negligence, recklessness or intentional wrongful misconduct in the performance of the work by the Contractor, any Subcontractor, or any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable.

In any and all claims against the City, or any of its officers, directors, agents, or employees by any employee of the Contractor, any Subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, this indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any Subcontractor or other person or organization under workers' or workmen's compensation acts, disability benefit acts, or other employee benefit acts, nor shall this indemnification obligation be limited in any way by any limitation on the amount or type of insurance coverage provided by the City, the Contractor, or any of his Subcontractors. To the extent this Indemnification conflicts with any provision of Florida Law or Statute, this indemnification shall be deemed to be amended in such manner as to be consistent with such Law or Statute.

**Subrogation:** The Contractor and his Subcontractors agree by entering into this contract to a Waiver of Subrogation for each required policy herein. When required by the insurer, or should a policy condition not permit Contractor or Subcontractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then Contractor or Subcontractor agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should Contractor or Subcontractor enter into such an agreement on a pre-loss basis.

**Release of Liability:** Acceptance of the Contractor of the last payment shall be a release to the City and every officer and agent thereof, from all claims and liability hereunder for anything done or furnished for, or relating to the work, or for any act or neglect of the City or of any person relating to or affecting the work.

**Savings Clause:** The parties agree that to the extent the written terms of this Indemnification conflict with any provisions of Florida laws or statutes, in particular Sections 725.06 and 725.08 of the Florida Statutes, the written terms of this indemnification shall be deemed by any court of competent jurisdiction to be modified in such a manner as to be in full and complete compliance with all such laws or statutes and to contain such limiting conditions, or limitations of liability, or to not contain any unenforceable, or prohibited term or terms, such that this Indemnification shall be enforceable in accordance with and to the greatest extent permitted by Florida Law.

**BY:** \_\_\_\_\_  
**Signature of Owner or Officer**

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

**ATTEST:** \_\_\_\_\_  
**Corporate Secretary or Witness**

**STATE OF:** \_\_\_\_\_

**COUNTY OF:** \_\_\_\_\_

**Organization Phone Number**

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_ 2014 by  
\_\_\_\_\_, of \_\_\_\_\_.  
Printed Name                      Company Name

He/She is personally known to me or has produced \_\_\_\_\_ as  
State Drivers License Number

Identification, and did \_\_\_\_/did not \_\_\_\_ take an oath.

\_\_\_\_\_  
Signature of Person Taking Acknowledgment

\_\_\_\_\_  
Printed Name of Person Taking Acknowledgment

\_\_\_\_\_  
Notary Seal

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a), FLORIDA STATUTES,  
ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to \_\_\_\_\_  
[print name of the public entity]

by \_\_\_\_\_  
[print individual's name and title]

for \_\_\_\_\_  
[print name of entity submitting sworn statement]

whose business address is \_\_\_\_\_

and (if applicable) its Federal Employer Identification Number (FEIN) is \_\_\_\_\_

(if the entity has no FEIN, include the Social Security Number of the individual signing this  
sworn statement: \_\_\_\_\_.)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:  
1. A predecessor or successor of a person convicted of a public entity crime; or  
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" included those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate.

The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [indicate which statement applies]

\_\_\_\_\_Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. [attached is a copy of the final order]

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

\_\_\_\_\_  
[signature]

STATE OF FLORIDA  
COUNTY OF POLK

The foregoing instrument was acknowledged before me this \_\_\_\_\_

by \_\_\_\_\_ who is personally known to me and who did\_\_\_ did not\_\_\_

take an oath.

\_\_\_\_\_  
Notary Public, Commission No.:  
My Commission Expires:

\_\_\_\_\_  
(printed name)



PROPOSAL TO SUPPLY AVIATION  
FUEL TO:

**The City of Lake Wells**



**Since the beginning of  
Flight**

**August 3, 2016**





**Statement of Interest**

Eastern Aviation Fuels is pleased to be included in City of Lake Wells RFP for 2016. With access to multiple fuel terminals for Jet with and without additive and avgas throughout the state of Florida we are assured of supplying our customers. We currently supply 50 different airports all around the state from small operators to very large ones. We also supply fuel to numerous corporate flight departments for major companies and a multitude of contract fuel business. We have been supplying fuel in the state of Florida for over 40 years.

Eastern Aviation Fuels has a lengthy supply chain and line service supplies and refueling trucks to meet our customers ever changing and every growing needs. We have a strong marketing arm with various resources available to showcase our customer locations through print publications, social media, trade groups and shows throughout the country. We offer an excellent quality control team with annual inspections and trainings throughout the year.

We are members of NATA, FABAA, FAC, NBAA, AOPA and many other aviation related groups and organizations. We attend the trade shows associated with these and have kiosk spaces available to our customers during conventions such as NBAA and Schedulers and Dispatchers. We also attend the NBAA one day regional forums as appropriate to meet local aviation operators and service providers as well as keep abreast of industry news and changes. Eastern Aviation Fuels is the fuel provider to great aviation events such as Oshkosh where we also offer the Aviator Club for our branded FBO's.

The majority of our sales and marketing team are pilots with aircraft availability to better service our customers. We currently own and operate nine aircraft. We understand first hand from start to finish the aviation fuel business.

We understand the needs and goals and are committed to the growth of the Lake Wells Airport. We can meet the insurance/bonding requirements. Additionally our regional sales person, Matt Cowan is familiar with the Lake Wells airport and has been flying in and around Florida for over a decade and a half. Mr. Cowan is a pilot of a Beechcraft Bonanza and will make regular visits to X07 to support the airport and its needs.

Eastern Aviation Fuels would welcome the opportunity to earn your business and be your aviation fuel supplier for the City of Lake Wells.

Matt Cowan  
601 McCarthy Boulevard  
New Bern, NC 28562  
678-333-7256

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## EXHIBIT "A"

### AVIATION FUEL SUPPLIER –LAKE WALES MUNICIPAL AIRPORT

If selected by the City as the Fuel Supplier, Proposer will supply the City's requirements for aviation fuels and provide other services as described in this proposal and the Fuel Supplier Agreement ("Agreement") to be made between Proposer and the City, as more particularly described below:

1. Qualifications:

Eastern Aviation Fuels was founded in 1975 and is dedicated to the US aviation market to include commercial, military, corporate and general aviation. Eastern Aviation Fuels is the exclusive distributor and marketer of branded Shell Aviation fuels. There are over 500 Branded Shell FBO's throughout the US. Shell Aviation is one of the largest domestic aviation fuels suppliers with vast refinery resources and terminal ownership; to include locations in the state of Florida.

2. The Product shall include the following types of fuels:

Aviation Turbine Fuel-Jet A;

Aviation Gasoline, 100 Octane, Low Lead (AvGas).\*

**\*Shell Aviation is the only major US fuel company working on the PAFI program set to offer 100NL (no lead) aviation gasoline in 2018.**

The Product delivered to the Airport shall comply with the following specification:

All fuel supplies under this proposal shall conform to all Federal, State, DEC and local regulations and standards and shall also be certified as meeting applicable ASTM Standards. The Product delivered to the Airport shall comply with the following specification: Eastern Aviation Fuels will provide the Lake Wells Airport Aviation Turbine Kerosene-JetA that meets ASTM Specification D1655 (latest edition) with additives premixed and Aviation Gasoline 100LL that meets the requirements of the ASTM Specification D910 (latest edition).

3. Prices for Product. The City desires to receive the best possible pricing and in order to facilitate the comparison of proposals, it is necessary that all proposals completely explain their method of pricing.

Fuel price is based on PLATTS previous weeks average. Price is good Tuesday through Monday.

Price notifications are sent to the locations on Monday. Price is based on full loads of 8000 gallons for Jet A and 8000 gallons of Avgas 100LL.

Any third party rate adjustments such as terminal differentials, freight, taxes etc. beyond Eastern Aviation Fuels/Shell Aviation's control will be passed onto the customer with a 30 day notice.

Weekly fuel price is emailed or faxed every Monday to designated personnel by the city. Copy of the index pricing will be emailed weekly to designated personnel by the city.

Price of Jet as of:  
August 3, 2016

Price of Avgas as of:  
August 3, 2016

Fuel	1.3325	2.2595
Freight	0.0521	0.0492
Federal Excise Tax	0.2430	0.1930
FL Coast Protection	0.0004	0.0004
Federal LUST Tax	0.0010	0.0010
Federal Oil Spill Tax	0.0019	0.0019
FL Excise tax	0.0690	0.0690
FL Special Fuel	0.0202	0.0202
<b>Total cost delivered =</b>	<b>\$1.7201</b>	<b>\$2.5942</b>

Price of Jet as of:  
February 3, 2016

Price of Avgas as of:  
February 3, 2016

Fuel	1.0925	2.0389
Freight	0.0521	0.0492
Federal Excise Tax	0.2430	0.1930
FL Coast Protection	0.0004	0.0004
Federal LUST Tax	0.0010	0.0010
Federal Oil Spill Tax	0.0019	0.0019
FL Excise tax	0.0690	0.0690
FL Special Fuel	0.0202	0.0202
<b>Total cost delivered =</b>	<b>\$1.4801</b>	<b>\$2.3736</b>

Price of Jet as of:  
August 3, 2015

Price of Avgas as of:  
August 3, 2015

Fuel	1.6560	3.0805
Freight	0.0521	0.0492
Federal Excise Tax	0.2430	0.1930
FL Coast Protection	0.0004	0.0004
Federal LUST Tax	0.0010	0.0010
Federal Oil Spill Tax	0.0019	0.0019
FL Excise tax	0.0690	0.0690
FL Special Fuel	0.0202	0.0202
<b>Total cost delivered =</b>	<b>\$2.0436</b>	<b>\$3.4152</b>

4. We will lease fuel trucks ("refuelers") to the Airport as follows:

**Jet-A**

- One (1) 3,000 gallon- *leased jet refueler at \$900/month*

**100LL/AvGas**

- One (1) 1,000 gallon- *leased refueler rate at \$500/month.*

Eastern Aviation Fuels maintains a fleet of over 2000 jet & avgas re-fuelers for lease, purchase

or temporary use. Jet re-fuelers are in 3000 & 5000 gallon capacity and avgas re-fuelers are in 1000 gallon capacity. Should the Lake Wells Airport require a loaner refueler (avgas and jet) Eastern Aviation Fuels will provide a refueler free of charge until such time the airports refueler are fully operational.

Eastern Aviation Fuels is a distributor for leading makers of refueling related equipment. Eastern maintains a large inventory of parts to handle unexpected emergencies and are extremely effective negotiating the lowest prices from our suppliers so that we can pass these savings on to our customers.

5. We commit to deliver at the stated date, time, and price the City's requirements of Product subject to the following limitation:

### **Fuel Ordering Procedures**

Hours of Operation: Monday-Friday 8:00 AM to 11:00 PM Saturday 8:00 AM to 12 Noon

After 12 noon Saturday call 800-334-3732 and leave a message and weekend dispatcher will return a call.

Emergencies and after-hour contact Michael Mattern, head of Quality Control, at 865-806-5640 or Southeast Sales & Marketing Representative Matt Cowan, 678-333-7256.

### **Option 1**

Call 800-334-5732 and ask for dispatch, State name and location

### **Option 2**

Website Fuel Ordering: [www.easternaviationfuels.com](http://www.easternaviationfuels.com)

Quick Links Fuel Ordering Tab

Fill in Fuel Ordering Form with required information and submit receive order confirmation

### **Option 3**

Email Eastern Aviation Fuels at [dispatch@easternaviationfuels.com](mailto:dispatch@easternaviationfuels.com)

Leave the following information

Name, location, requested time for delivery, fuel amount, PO Number, delivery special instructions

Dispatch will return your call to verify the information

Feel free to contact Matt Cowan 678-333-7256 should the Lake Wells Airport personnel/staff or FBO personnel have any problems ordering fuel.

6. We have and will keep in place during the term of the Agreement the following Product Quality Control Program:

### **Training/Inspection/Quality Control Program**

Eastern Aviation Fuels/Shell Aviation takes its fuel handling education and quality control responsibilities very seriously. Our experienced QC personnel and comprehensive programs reflect our dedication to the critical issues of fuel quality and safe operations. Eastern Aviation Fuels Training/Inspection/Quality Control Program is recognized by both the Department of Defense (DoD) and Federal Aviation Administration (FAA) as a leader in the industry.

**Eastern Aviation Fuels will provide free of charge to the FBO the following.**

Annual inspections of the airport aviation fuel storage facilities.

Annual inspections of Airport Fixed Base Operator's (FBO) refuelers.

Aviation Competence and Education - General Aviation (ACE-GA) Training Program an interactive CD ROM based Line service supervisor training program. After completion of the program, your employees will have the knowledge and skills required to safely perform operations and technical tasks at your FBO.

Deadly MisFueling video will be provided. Video is mandatory for all employees who fuel aircraft to watch. This ensures that the employees understand the dangers of misfueling and aircraft.

FAR Part 139 Fire Training – In conjunction with our seminars Eastern Aviation Fuels also teaches and certifies line service personnel in fire prevention and fire mitigation.

On-Site Quality Control Inspections – Our QC inspectors will perform annual or semi-annual (whatever is required) quality control inspections.

HAZMAT Training – Eastern Aviation Fuels provides Hazmat training to those who ship hazardous materials.

SPCC/ Emergency Action Plan / Emergency Cleanup Policy – Eastern Aviation Fuels will work with the city of Lake Wells to help accomplish a plan for spill prevention and clean up. Michael Mattern, our head of Quality Control would be the point of contact and his number is 865-806-5640.

**Eastern Aviation Fuels also provides at minimal cost to the FBO**

Regional Seminars – Three day training seminars cover various quality control topics including filtration, ATA Spec 103, proper documentation, fuel receipt procedures, and QC tests.

7. Credit Card Program:

**Credit Cards**

Shell offers, **free of charge**, the most extensive Credit Card processing system in the aviation industry. By utilizing the Verifone VX-570 POS machine **funds are processed within 24-48 hours of the transaction.**

Shell Aviation accepted credit cards include:

Shell Aviation	0.0%
Shell Fleet/Shell Retail	0.0%
Shell Contract Fuel	0.0%

Shell MasterCard	0.0%
MasterCard/Visa	2.375%
Multiservice Card	3.00%
Discover	3.00%
American Express	3.00%
DESC Gov't Air Card	3.00%

Credit Card inquires can be made to Lynn Weyerhaeuser, Customer Service Manager for Eastern Aviation Fuels [lynnw@easternaviationfuels.com](mailto:lynnw@easternaviationfuels.com), 800-334-5732

Invoicing inquires can be made to Dorothy Howell [dhowell@easternaviationfuels.com](mailto:dhowell@easternaviationfuels.com), 800-334-5732  
Address:

Eastern Aviation Fuels  
PO Box 12327  
New Bern NC 28561-2327

Eastern Aviation Fuels has partnered with Vessix, [www.vessix.com](http://www.vessix.com) an FBO Management Software Company. **Vessix is all-in-one cloud-based business management software for FBOs and ground handling services. Our customers save time and money by eliminating repetitive data entry, reducing human error, increasing sales, and getting paid faster.**

8. Marketing, Advertising, and Promotions:

**Advertising and Promotional Programs**

Eastern Aviation promotes the Shell FBO network through

- **Industry show participation** including NATA, NBAA, Schedulers and Dispatchers to promote the FBO dealer network and Shell Brand
- **National Advertising** EAF and Shell advertise in AOPA Turbine Pilot Edition, AC-U-KWIK, Professional Pilot, and Aviation International News, as well as, online at [www.fitplan.com](http://www.fitplan.com)
- **Branded Uniform Program** – Your FBO may purchase uniforms from a vendor of its choice. Discounted rates through UniFirst are available through EAF. The initial cost of uniforms to display the Shell logo will be paid for by EAF
- **Shell Signage**---The Shell Pecten is one of the most recognized trademarks in the world. Shell signage will be provided **free of charge**



- **Co-Op Advertising Program**  
As competition increases, so does your need for an effective advertising program. Your business, along with the products and services you sell, must remain foremost in your customers' minds for you to retain your existing customers and allow you to attract new business. Existing customers appreciate a special deal and new customers need to know who you are, what you sell, and the services you provide.

Eastern Aviation Fuels provides a co-op advertising program to assist in your sales efforts. This program is designed to defray up to 50% of your advertising and promotional costs.

1. The co-op program is handled at the end of each quarter. You will earn ½ cent per gallon of fuel purchased during that quarter in co-op funds, which establishes our maximum contribution for the quarter.

2. Invoices for any advertising that you do using the Shell logo may be applied to the earned co-op funds. Eastern Aviation Fuels reimburses half the cost of each invoice up to the amount of co-op funds earned. The total reimbursement cannot exceed our maximum contribution at ½ cent per gallon sold. Each request for reimbursement must contain the paid invoice, a copy of the ad, and an explanation of who, what, where and when. These requests must be submitted to Eastern Aviation Fuels by the 1st of each month following the previous quarter (i.e., April 1st for the first quarter).

3. Eastern Aviation Fuels reimburses you by issuing a check or by crediting your fuel account, quarterly.

4. The only requirement is that the Shell logo be prominently displayed on your advertisement.

5. Cooperative advertising funds are not accrued and may not be carried forward into the subsequent year.

6. You may fax, email or mail copies of your paid invoices to:

Eastern Aviation Fuels Inc.  
Attn: Nancy Davis  
P.O. Box 12327  
New Bern, North Carolina 28561  
Fax: (252) 636-5485  
[nancy@easternaviationfuels.com](mailto:nancy@easternaviationfuels.com)

7. If you have any questions about our co-op program, please contact Nancy Davis at (252) 633-0066 or the email address above.

- **Shell Aero Class Rewards loyalty Program**

Shell's AeroClass rewards program provides an incentive for pilots to purchase fuel from Shell Aviation FBOs. Every time a program member pilot refuels at a participating Shell dealer, the pilot will receive AeroClass points good towards MasterCard gift cards. This program provides a means to increase an FBO's business and build loyalty with existing customers. **The FBO contributes \$0.02 per point for every gallon purchased.**



## **Shell Contract Fuel Program**

As the fuel market becomes more competitive, Shell Aviation and Eastern Aviation Fuels have developed the most innovative contract fuel program in the industry

- Shell branded FBOs have the advantage of a 0% processing fee
- Credit card transactions are sent to you daily
- Payment will be wired to your account within 48 hours
- The Contract Fuel program is offered at hundreds of Shell Branded Locations and growing
- The Contract Fuel program is designed for companies operating under FAR Part 121, 125, 135 charter, cargo, air ambulance aircraft, and scheduled airline operators
- As a participating FBO, you determine your into plane fee
- Participating FBOs benefit from continued exposure through Newsletters, E-Newsletters, attendance at aviation conferences, weekly emails to all card holders, and print advertising



### 9. Industry Involvement and Commitment:

Eastern Aviation Fuels is a member of and participates in NATA, NBAA, Schedulers and Dispatchers, FABAA, FAC, GAA, AAC, and a multitude of other regional and state organizations throughout the US to promote the FBO dealer network and Shell Brand. We also are a strong supporter of General Aviation and participate and exhibit in OSHKOSH, SUN N FUN and AOPA, GAMA and others.

**Shell is the only U.S. fuel company working on the NO LEAD 100 octane avgas replacement as mandated by the U.S. Government.**

### 10. We commit to provide the following training:

IN addition to the above mentioned QC items in Section 6, Eastern Aviation Fuels also provides, NATA Certified Line Service Training – Eastern Aviation Fuels customers, through its Partnership with NATA Safety 1<sup>st</sup>, will have access to NATA’s online training.

## 11. Liability Insurance:

### GUARANTY

Eastern Aviation Fuels/Shell Aviation will guaranty to furnish adequate protection from damage to airport buildings, grounds, and/or equipment, which may occur from the furnishing and delivery of fuel during the contract period.

### INSURANCE

Eastern Aviation Fuels/Shell Aviation will provide, free of charge, excess Aircraft Fueling Liability Insurance to cover all fueling related activities up to \$50 million dollars minimum to the Lake Wells Airport.

## 12. Crisis Management Plan:

Effective HSSE management aims to build a better understanding of workplace hazards in order to reduce the likelihood of harm to people, property or the environment.

All accidents at work shall be reported. The Fuelling Service/Line Manager is responsible for ensuring that accidents occurring at the airport are reported and fully investigated. The process for the reporting and investigation of incidents is described in the airport operations manual. Important contact procedures (to whom, by when, by which method) should also be included in the airport Emergency Response Plan.

All incidents shall be reported. All incidents shall also be reported to the line supervisor as soon as possible, before the end of shift or workday. The following incidents shall also be reported to the FBO Manager/Line supervisor as appropriate:

- (i) Significant and High Risk Incidents;
- (ii) Crashes involving aircraft, which have most recently purchased fuel from facility, even if there is no reason to suggest that fuel is a contributory factor in the incident;
- (iii) All Recordable Injuries (Lost Time, Restricted Work and Medical Treatment);
- (iv) Spills or Loss on Containment over 100 litres;
- (v) Any driveaways or incidents involving damage to aircraft.

The extent of the investigation depends on the nature and seriousness of the accident. Advice may be sought from the Quality Control team. Corrective actions and other learning points from investigations that could be applicable to aviation operations at other airports should be notified to the Quality Control Team.

### (b) Significant Incidents

Incidents which have the potential to be high profile or have a significant impact include:

#### In-flight incidents:

- (i) Crashes involving aircraft, which have most recently purchased fuel from the facility, even if there is no reason to suggest that fuel is a contributory factor in the incident;
- (ii) As above, but where the fuel delivered is suspected of having been
  - (1) off specification
  - (2) incorrect grade, or a mixture of grades
  - (3) a mixture of fuel and water, or water only
  - (4) contaminated with solid or soluble matter
  - (5) too much or too little in quantity.

Immediately it is known that an accident has occurred to an aircraft in flight, even if it is considered that the cause of the accident is obvious (e.g. collision, bad weather etc.). This is essential to eliminate any

possibility of endangering aircraft fuelled subsequently from the same source and to establish FBO's position in order that it can be protected in any subsequent inquiry.

Incidents on the ground:

- (i) One or more fatalities;
- (ii) Asset damage above US\$ 1 million;
- (iii) Severe environmental damage, where the company will be required to take extensive measures to restore the environment to its original state;
- (iv) Potential national or international public attention.

ALL incidents, which are known to be or have the potential to be significant, shall be initially notified using the local Crisis management procedures.

(c) Non-Accidents

Near misses, unsafe acts, unsafe conditions or potential incidents (non-accidents) provide an important opportunity to identify areas of improvement without requiring an accident to happen. Indeed, non-accident reporting is a powerful tool in proactive HSSE management. Fuelling Service Managers should ensure that all staff at the airport understand the importance of non-accident reporting, to understand what is reportable, the process of reporting and the value such reporting gives to the management of workplace hazards.

Any actions arising from the investigation of incidents should be managed through the airport HSSE action plan.

(d) Occupational Illnesses

An occupational illness is any work-related abnormal condition or disorder other than one resulting from a work injury caused or mainly caused by exposure at work. All potential incidences of occupational illness shall be reported to line management. Medical advice will be required to confirm any incident as an occupational illness.

**Note: ALL branded Shell Aviation FBOs are provided a 3 page incident/accident form (both hard and electronic copies) to include a incident / accident poster.**

**Additionally, Eastern Aviation Fuels Quality Control division are available 24/7 to assist in any incident / accident questions that could arise.**

### 13. Investment by Proposer:

#### a. Fuel farm investment

\*Eastern Aviation Fuels is willing to provide the Lake Wells Airport with a \$25,000 line of credit for fuel farm initiatives and airport facilities to be paid back through a flowage fee.

#### b. Airport facilities investment

\*A \$10,000 capital improvement bonus to be amortized over a five-year term.

\*Shell Aviation Signage, marketing and branding materials included at no additional charge.

Section IV: Assigned Personnel Identify the principals (authorized agents/representatives) having primary responsibility for implementing the proposal.

Matthew James Cowan  
Southeast Sales & Marketing  
Eastern Aviation Fuels/Shell Aviation  
601 McCarthy Blvd.  
New Bern, NC 28561  
(C) 678-333-7256

Section V: Subcontractors –No subcontractors will be needed.

Section VI: Conflict of Interest –There are no conflicts of interest with other clients affected by actions performed by the firm on behalf of the City.

**SIGNATURE ACKNOWLEDGEMENT  
(SUBMITTAL PAGE)**

To The City of Lake Wales, a Florida municipal corporation:

Date: July 25, 2016

I certify that this proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a proposal for the same construction, service or material and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this proposal and certify that I have read and understand the proposal documents. I have completed and submitted all proposal submittal forms, and I am authorized to sign this proposal for the proposer. In submitting a proposal to the City, the proposer offers and agrees that if the proposal is accepted, the proposer will convey, sell, assign or transfer to the City all rights, titles and interests in and to all causes of action it may now or hereafter acquire under the Anti-Trust Laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the proposer.

Eastern Aviation Fuels  
VENDOR NAME

  
AUTHORIZED SIGNATURE (MANUAL)

PO Box 12327  
MAILING ADDRESS

Robert L. Stallings, IV  
NAME (TYPED OR PRINTED)

New Bern, NC 28561  
CITY, STATE AND ZIP CODE

President  
TITLE (TYPED OR PRINTED)

252-633-0066  
(AREA CODE) TELEPHONE NUMBER

800-334-5732  
TOLL FREE NUMBER

252-633-3125  
(AREA CODE) FAX NUMBER

rstallings@easternaviationfuels.com  
E-MAIL ADDRESS

Any other Government Agency may use this proposal. [ ] YES [ ] NO [x] N/A

A City check will be accepted as method of payment. [x] YES [ ] NO

**NOTE: If Proposer checks "yes" above, Proposer agrees that the City will use a City check for the payment of any and all invoices submitted as a result of the performance of this proposal.**

**NON-COLLUSIOIN AFFIDAVIT OF PRIME PROPOSER  
(SUBMITTAL PAGE)**

State of NC

County of Craven

Robert L. Stallings IV

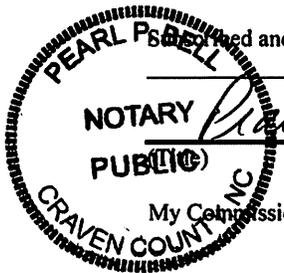
Being first

Duly sworn, deposes and says that:

1. he/she is President of Eastern Aviation Fuels, the Proposer that has submitted the attached Proposal;
2. he/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
3. Such Proposal is genuine and is not a collusive or sham Proposal;
4. Neither the said Proposers nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiliate has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer, firm or person to submit a collusive or sham Proposal in connection with such Contract or has in any manner, directly or indirectly, sought by agreement or collusion of communication or conference with any other Proposer, firm or person to fix the price or prices in the attached proposal of any other Proposer, or to fix any overhead, profit or cost element of the Proposal Price or the Proposal Price of any other Proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City or any person interested in the proposed Contract; and
5. The price or prices quoted in the attached Proposals are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees or parties in interest, including this affiliate.

Signed: [Signature]  
Title: President

Subscribed and sworn to before me this 25 day of July, 2016



Pearl P. Bell Pearl P. Bell

My Commission Expires: 12-21-17

**DRUG-FREE WORKPLACE FORM  
(SUBMITTAL PAGE)**

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies

That Eastern Aviation Fuels does:  
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employee for violations of such prohibition
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation programs, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under proposal a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employee that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the Terms of the statement and will notify the employer of any conviction of, plea of guilty or nolo contendere to, any violation of Chapter 1893 or of any controlled substance law of United States any state, for a violation occurring in the workplace no later than five (5) days after such Conviction.
5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or Rehabilitation program, if such is available in the employee's community, by any employee Who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

  
\_\_\_\_\_  
Proposer's Signature  
  
July 25, 2016  
\_\_\_\_\_  
Date

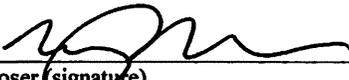
**INSURANCE  
(SUBMITTAL PAGE)**

By signing below the Proposer is stating that they fully understand the insurance requirements for the project and if awarded the proposal will provide all insurance coverage as required in RFP 16-416.

The requirements are as follows:

- Proposer is insured with a company licensed to do business in the State of Florida
- The insurance company is rated A VIII or better by A.M. Best Rating Company (Workers Compensation, General and Automobile policies)
- The City will be named as an additional insured for general and automobile liability
- The certificate will contain a 30-day written notice of cancellation and a 10-day written notice of non-payment
- The General Liability and Worker's Compensation policies will contain waiver of subrogation in favor of The City

Eastern Aviation Fuels  
Company Name

  
Proposer (signature)

**INDEMNIFICATION**

To the fullest extent permitted by laws and regulations, and in consideration of the amount stated on any Purchase Order, the Contractor shall defend, indemnify, and hold harmless the City, its officers, directors, agents, guests, invitees, and employees from and against all liabilities, damages, losses, and costs, direct, indirect, or consequential ( including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals and court and arbitration costs) arising out of or resulting from any acts of negligence, recklessness or intentional wrongful misconduct in the performance of the work by the Contractor, any Subcontractor, or any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable.

In any and all claims against the City, or any of its officers, directors, agents, or employees by any employee of the Contractor, any Subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, this indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any Subcontractor or other person or organization under workers' or workmen's compensation acts, disability benefit acts, or other employee benefit acts, nor shall this indemnification obligation be limited in any way by any limitation on the amount or type of insurance coverage provided by the City, the Contractor, or any of his Subcontractors. To the extent this Indemnification conflicts with any provision of Florida Law or Statute, this indemnification shall be deemed to be amended in such manner as to be consistent with such Law or Statute.

**Subrogation:** The Contractor and his Subcontractors agree by entering into this contract to a Waiver of Subrogation for each required policy herein. When required by the insurer, or should a policy condition not permit Contractor or Subcontractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then Contractor or Subcontractor agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should Contractor or Subcontractor enter into such an agreement on a pre-loss basis.

**Release of Liability:** Acceptance of the Contractor of the last payment shall be a release to the City and every officer and agent thereof, from all claims and liability hereunder for anything done or furnished for, or relating to the work, or for any act or neglect of the City or of any person relating to or affecting the work.

**Savings Clause:** The parties agree that to the extent the written terms of this Indemnification conflict with any provisions of Florida laws or statutes, in particular Sections 725.06 and 725.08 of the Florida Statutes, the written terms of this indemnification shall be deemed by any court of competent jurisdiction to be modified in such a manner as to be in full and complete compliance with all such laws or statutes and to contain such limiting conditions, or limitations of liability, or to not contain any unenforceable, or prohibited term or terms, such that this Indemnification shall be enforceable in accordance with and to the greatest extent permitted by Florida Law.

BY:   
Signature of Owner or Officer

DATE: July 25<sup>th</sup> 2016

ATTEST:   
Corporate Secretary or Witness

STATE OF: North Carolina

COUNTY OF: Craven

Organization Phone Number 252-633-0066

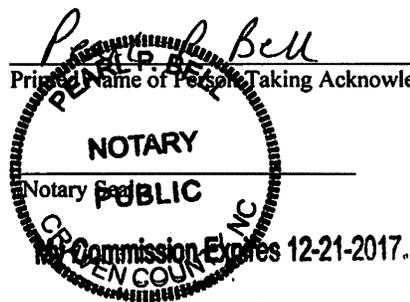
The foregoing instrument was acknowledged before me this 25<sup>th</sup> day of July 2019 by  
Robert L. Stallings IV, of Eastern Aviation Jads.  
Printed Name Company Name

He/She is personally known to me or has produced NC 7834158 as  
State Drivers License Number

Identification, and did \_\_\_/did not  take an oath.

Reau P. Bell  
Signature of Person Taking Acknowledgment

Reau P. Bell  
Printed Name of Person Taking Acknowledgment



**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a), FLORIDA STATUTES,  
ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to City of Lake Wales  
[print name of the public entity]

by Robert L. Stallings, IV President  
[print individual's name and title]

for Eastern Aviation Fuels, Inc  
[print name of entity submitting sworn statement]

whose business address is 601 McCarthy Blvd, New Bern, NC 28562

and (if applicable) its Federal Employer Identification Number (FEIN) is 56-1101119

(if the entity has no FEIN, include the Social Security Number of the individual signing this

sworn statement: \_\_\_\_\_.)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:  
1. A predecessor or successor of a person convicted of a public entity crime; or  
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" included those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate.

The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [indicate which statement applies]

Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. [attached is a copy of the final order]

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

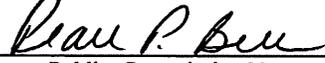
  
[signature]

STATE OF FLORIDA  
COUNTY OF POLK

The foregoing instrument was acknowledged before me this July 25<sup>th</sup> 2016

by Robert L. Stallings, IV who is personally known to me and who did  did not

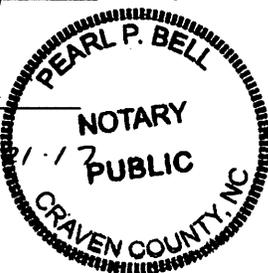
take an oath.



Notary Public, Commission No.:

My Commission Expires: 12-31-17

Pearl P. Bell  
(printed name)



**Request for Taxpayer  
 Identification Number and Certification**

Give Form to the  
 requester. Do not  
 send to the IRS.

Name (as shown on your income tax return)  
**Eastern Aviation Fuels, Inc**

Business name/disregarded entity name, if different from above  
**same**

Check appropriate box for federal tax classification:  
 Individual/sole proprietor     C Corporation     S Corporation     Partnership     Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ \_\_\_\_\_

Other (see instructions) ▶ \_\_\_\_\_

Exemptions (see instructions):  
 Exempt payee code (if any) \_\_\_\_\_  
 Exemption from FATCA reporting code (if any) \_\_\_\_\_

Address (number, street, and apt. or suite no.)  
**601 McCarthy Blvd**

City, state, and ZIP code  
**New Bern, NC 28562**

Requester's name and address (optional)

List account number(s) here (optional)

Print or type  
 See Specific instructions on page 2.

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Social security number**

			-						
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Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

**Employer identification number**

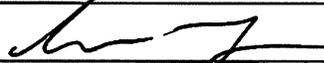
5	6	-	1	1	0	1	1	1	9
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**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below), and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

**Sign Here**    Signature of U.S. person ▶     Date ▶ **9-5-14**

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.  
**Future developments.** The IRS has created a page on [IRS.gov](http://IRS.gov) for information about Form W-9, at [www.irs.gov/w9](http://www.irs.gov/w9). Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

**Purpose of Form**

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

**Note.** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

APPLIED FOR

CITY OF LAKE WALES "LOCAL BUSINESS TAX" APPLICATION

Individual/Business Name: Eastern Aviation Fuels, Inc.

Business Location Address: 601 McCarthy Blvd., New Bern, NC 28562

Mailing Address: PO Box 12327

City: New Bern State: NC Zip: 28561

FEI#: 56-1101119 Phone #: 252-633-0066

Owner's Name: Robert L. Stallings, III

Owner's Home Address: 4905 Trent Woods Drive Phone #: 252.671-1000

City: New Bern State: NC Zip: 28562

I understand and agree that any fraudulent statement made on this application may subject the applicant to City code enforcement action. I also understand and agree that I will operate the aforementioned business or engage in the aforementioned profession or occupation in accordance with the City of Lake Wales Code of Ordinances and any applicable state or federal laws. I understand that I am also required to pay a Polk County business tax and obtain a Polk County business tax receipt.

Signature of Owner or Authorized Representative: [Signature] date: August 1, 2016

Sec. 19-107 of Ordinance 2006-47 requires that the structure or site designated as the location of the business must receive a Certificate of Use issued by the Planning & Development Director. Payment of business tax will not be accepted prior to issuance of Certificate of Use. A copy of Certificate of Use must be attached to application.

Certificate of Use (CU) issued by Planning & Development Director on: Foreign Corporation [ ] CU copy attached

Please check the following that apply to your Business.

Describe further in section 2 and 7.

- Amusement and Recreation (See section 1)
Automotive Services (See section 4)
Barber/Beauty/Nail/Tanning (See section 3)
Child Care Provider
Contractor(Specify Type)
Dry Cleaning Business (See section 6)
Eating and /or Drinking establishments (See section 1)
Health Care Facility/Services (specify type)
Insurance and/Bond Company
Landscaping/Horticultural Services
Laundromat (See section 6)
Manufacturing

- Medical Office
[X] Merchant-Retail & Wholesale
Miscellaneous
Mobile Home Park/Trailer Park/ Campsite
Non-Profit Organization
Other Professional (Specify in section 7)
Public Conveyance-Limousine
Real Estate (See section 5)
Rental Units (See section 6)
Taxicabs
Warehouses/Storage Facility (See section 7)

Please check the appropriate boxes and fill in spaces pertaining to your business

Section 1

- Catering or Delivery
Drive-in/Thru
Entertainment
Dancing
Jukebox

- Number of Alleys-Bowling Alley
Number of Machines-coin operated amusement
Number of machines-food, beverage, or toy vending
Seating capacity
Number of vending machines

please complete page 2



## FLORIDA REFERENCES FOR EASTERN AVIATION FUELS

1. Ron Mallard  
Charlotte County Airport Authority  
Punta Gorda Airport  
KPGD-Punta Gorda, FL  
941-639-1101
2. Deric Dymerski  
Atlas Aviation  
Peter O'Knight Airport  
KTPF-Tampa, FL  
813-251-1752
3. John Youelle  
City of Palatka  
Palatka Municipal Airport  
28J-Palatka, FL  
386-329-0148
4. Rhonda Walker  
City of New Smyrna Beach  
New Smyrna Beach Municipal  
KEVB-New Smyrna Beach, FL  
386-424-2199
5. Roy Sieger  
Airport Director  
Flagler County Airport  
KFIN-Palm Coast, FL  
386-437-0401



City of Lake Wales – RFP NO: 16-416

## **Table of Contents**

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Proposal Details Exhibit A

Assigned Personnel

RFP forms

Emergency Action Plan EPIC & Carrier Spill Plan

Licenses

RFP Contact  
**Don Moss**  
Regional Sales Manager  
Phone: (864) 921-2864



August 1, 2016

City of Lake Wales  
City Manager's Office  
Attention: Drew Buckner, Purchasing Agent  
201 West Central Avenue  
Lake Wales, FL 33853

**RFP NO. 16-416**

We appreciate the opportunity to share with the City of Lake Wales the benefits and features of being branded as part of the EPIC Aviation™ FBO Network. Our proposal and RFP response detail the EPIC Aviation programs available to you. We are interested in partnering with the City of Lake Wales in meeting and exceeding your needs as outlined in this RFP. As an EPIC FBO, you become an important part of a distinguished network of FBOs throughout the United States and Canada. EPIC focuses on proven best practices, as well as innovative ways of doing business which offer extensive value to FBOs and Flight Departments. Many of the items that you have requested and are looking for in a fuel supplier are second nature to EPIC. We provide the following:

- A partnership approach to identify opportunities to bring new business to your ramp
- Powerful training programs specific to your needs
- Sales, technical and marketing experts with hands on aviation expertise
- A regional representative committed to serving your needs 24/7/365
- Resources which reduce your cost of doing business
- Extensive fuel supply network
- Valuable insight on working with reseller and government accounts.

Our commitment to you is that through talent, innovation, reliable supply, a dedicated regional support team and financial strength, we will deliver unparalleled service and value to you. We guarantee 100% satisfaction with the level of service you receive.

Our offer is specifically designed to leverage the supply, training, marketing, and card processing strength of EPIC, in addition to addressing the specific needs you have identified. As you review our proposal, you will see that EPIC offers a variety of core strengths to the City of Lake Wales.

Your contact for this RFP is Regional Sales Manager, Don Moss. His phone number is 864-921-8264. We look forward to submitting our proposal for your review and consideration.

Sincerely,

A handwritten signature in blue ink, appearing to read "James E. Green".

James E. Green  
SVP & CFO

**EXHIBIT "A"**

**AVIATION FUEL SUPPLIER –LAKE WALES MUNICIPAL AIRPORT**

If selected by the City as the Fuel Supplier, Proposer will supply the City's requirements for aviation fuels and provide other services as described in this proposal and the Fuel Supplier Agreement ("Agreement") to be made between Proposer and the City, as more particularly described below:

**I. Qualifications:**

*(Here describe your company or organization and your qualifications to be selected as Fuel Supplier.)*

EPIC Aviation, LLC (EPIC) is an aviation fuel supplier with primary operations throughout the U.S. and Canada including the EPIC FBO Network and UVair FBO Network. EPIC's supply system consists of nearly 300 supply points in the U.S. and Canada selected to provide our customers with a reliable and secure fuel supply. Our supply system utilizes a broad network of refineries, terminals, pipelines, and railcars to serve over 4,000 diverse customers including Airlines, Cargo Operators, Business Aviation Flight Departments, Fixed Base Operators and Resellers. EPIC specializes in innovative customer solutions and industry leading fuel quality assurance programs. EPIC is a long term aviation marketer and fuel supply company with 76 years of experience in fuel supply and marketing with the last 36 years specializing entirely on aviation fuel supply and marketing.

Our branded FBO's are provided with the following support:

- Availability of strong supply, resources and leadership with access to EPIC and UVair card programs.
- Access to our user-friendly processing system that can integrate into your back office. Onsite customer service, technical and operations support to ensure the highest possible quality controls.
- Access to marketing expertise and resources to assist with new business development. Industry leading training including online training platform and hands-on training to assist FBOs in staying compliant to industry standards.
- Partner approach to mutually build your FBO and the EPIC and UVair FBO Networks.
- Access to an array of refueler programs to meet needs specific to our FBOs.
- EPIC is uniquely qualified to provide highly specialized support allowing customers to save costs involved in hiring and/or training their own personnel.

**References:**

Stevens Aviation (GSP)	Glenn Cothran	864-879-6155
NW Alabama Regional (MSL)	Barry Griffith	256-383-2270
Eagles of America (ABY)	Ann Fuller	229-434-8787
City of New Braunfels (BAZ)	Lenny Llerena	830-221-4295
Phoenix-Mesa Gateway Airport (IWA)	Matt Nebgen	480-988-7704

2. The Product shall include the following types of fuels:

Aviation Turbine Fuel-Jet A;  
Aviation Gasoline, 100 Octane, Low Lead (AvGas) or future replacement;  
and Other (if any).

The Product delivered to the Airport shall comply with the following specification:

*(Here describe the current specification required by the FAA and aircraft manufacturers for Jet "A" and AvGas and aviation lubricants.)*

**EPIC will supply Jet-A fuel that meets ASTM D-910 latest revision and Avgas that meets ASTM D-1655-latest revision as current specification required by FAA and aircraft manufacturers.**

or such other specification that may be established by applicable governmental regulation or industry standard in the future. Fuel Supplier will supply with each load of Product a certificate of the specification of the Product and will warrant that each load meets or exceeds applicable specifications and quality control requirements.

3. Prices for Product. The City desires to receive the best possible pricing and in order to facilitate the comparison of proposals, it is necessary that all proposals completely explain their method of pricing.

*(Here provide an explanation of the pricing-methodology used by Proposer in determining fuel price, timing of price-changes, and method of conveying price-changes to the City. The pricing methodology may be a guaranteed price, a base price established upon a given date and to be increased and decreased thereafter according to an index such As OPIS, Cost of Crude, Platts, marketplace, etc., a margin against a pre-defined spot price, or any other methodology that allows the City to compare future cost of Product to be obtained from Proposer in comparison with other Proposers. Include a quote of the price per gallon that your proposed pricing methodology would produce for: the date of this RFP; six months earlier; and twelve months earlier.)*

**Jet-A will be priced with a differential over the Platts Gulf Coast Waterborne Mean's prior week average. Pricing notifications will be emailed to the City on a weekly basis with price changes effective on Monday night at midnight for the following week.**

**Avgas pricing will be based on a Premium Gas market index. It will reflect the prior week average of the market changes. Pricing notifications will be emailed to the City on a weekly basis with price changes effective on Monday night at midnight for the following week.**

**Fuel will be delivered by common carrier selected by EPIC that adheres to industry standards for aviation fuel delivery. The freight rate and variable Fuel Surcharge (FSC) will be added to the fuel price.**

**Fuel Pricing:**

Quoted prices are based on full loads. When comparing pricing, please note that freight, FSC and tolls are all inclusive in our freight rate and are not line itemed on the invoice. Prices quoted below do not include taxes.

August 3, 2016 Price:

Jet A: \$1.33284 plus freight of \$ .0558 = \$1.38864.

Avgas: \$2.2758 plus freight of \$ .04265 = \$2.31845.

February 3, 2016 Price:

Jet A: \$1.1158 plus freight of \$ .0558 = \$1.1716.

Avgas: \$2.0957 plus freight of \$ .04265 = \$2.13839.

August 3, 2015 Price:

Jet A: \$1.6998 plus freight of \$ .0558 = \$1.75556.

Avgas: \$3.1818 plus freight of \$ .04265 = \$3.22443.

4. We will lease fuel trucks ("refuelers") to the Airport as follows:

*(Here describe the terms and conditions of the lease for the proposed fuel trucks. Also, be specific to the type, size, specification, manufacturer, age, and condition. Include prices for 1,200 gallon-AvGas trucks or similar, and 2000 - 3000 gallon Jet Fuel trucks or similar. The lease period may not exceed the 5 years, unless mutually agreed by the parties in writing. Describe any available maintenance program.)*

EPIC operates a full service refueler program and contracts through alliances with approved contractors and manufacturers. We offer refuelers for lease, lease purchase and purchase. We will tailor a program to meet your needs from 750-gallon units to 10,000-gallon units

We believe that our customers should have the best quality Aviation Refuelers available on the market today. Our standard fuel trucks meet or exceed all NFPA 407 and ATA 103 specifications.

*(Please see next page for truck proposal)*

We propose the following units available for your consideration:



Product:	Avgas
Vin:	JALC4B14117012857
Year:	2001
Make:	Isuzu
Model:	NQR
Engine type:	Diesel
Transmission:	Automatic
Tank Material:	Aluminum
Tank Size:	1,000 gallon
Hose #1:	1 x 50
Meter #1	M5
Monthly Lease:	\$500.00



Product	Jet-A
Vin:	1HTMPAFN97H461945
Year:	2007
Make:	International
Model:	4200
Engine type:	Diesel
Transmission:	Automatic
Tank Material:	Aluminum
Tank Size:	3,000 gallon
Hose #1:	1.25 x 50
Hose #2:	1.25 x 50
Hose #3:	2 x 50
Meter #1	M7
Meter #2	M25
Additive Injector:	Yes
De-fuel:	No
Monthly Lease:	\$1,400

5. We commit to deliver at the stated date, time, and price the City's requirements of Product subject to the following limitation:

*(Here describe the limitation, if any, on the amount of Product Fuel Proposer shall be obligated to supply to the City at the stated price. Describe plan to provide continuous product delivery on time and on schedule.)*

EPIC will supply the City of Lake Wales at its agreed upon price the estimated gallons required and will remain flexible in meeting your needs as your demands change. Our customer service and dispatch team will support your FBO by providing timely deliveries. Fuel order support is available (phone, online or email) 24 hours a day, 7 days a week, with delivery within 24 hours of order being placed.

In the event of a supply outage EPIC will move resources to the back-up terminal to ensure continuous supply.

6. We have and will keep in place during the term of the Agreement the following Product Quality Control Program:

*(Here describe, in detail, your quality control and assurance program.)*

EPIC has and will keep in place during the term of the Agreement the following Product Quality Control Program that is written to meet or exceed industry standards including:

#### Fuel Specification

EPIC's in-house technical staff actively participates with various industry groups around the world to ensure that all changes to fuel specification, standards and recommended practices adhere to our goal of delivering only clean, dry, on-spec fuel to airports and into aircraft.

#### Fuel Supply

EPIC applies a "vetting" procedure to all suppliers of aviation fuels sourced for EPIC customers. This ensures only qualified suppliers (whose systems and processes meet or exceed all industry standards for aviation fuel and that their aviation fuel meets ASTM specification) are part of our supply process.

#### Fuel Distribution

All aspects of the aviation fuel distribution system are vetted and inspected by EPIC to ensure compliance with applicable EPIC and industry standards. This includes pipelines, rail, marine, and road transport systems. Each aviation fuel distribution terminal which EPIC utilizes is inspected on a regular basis to ensure compliance with materials of construction, product segregation, filtration, sampling systems, water draw-off, venting, piping, quality control procedures, maintenance, operations and documentation standards.

#### Road Transport

EPIC utilizes only single-use grade-dedicated road transport vehicles. These vehicles are only operated by vetted (to ensure appropriate safety procedures and culture are in place) approved road transport companies under contract with EPIC. The drivers must be trained using EPIC's Fuel Handling Program specifically designed for road transport drivers.

The vetting process includes safety training, vehicle condition and maintenance, as well as the financial stability of the carrier company. All drivers are required to attend recurrent training and each carrier company is subject to annual safety audits by the EPIC Road Transport Carrier Management Team. Unlike some fuel suppliers, EPIC's carrier audit teams and audit protocol are specific to the transportation of aviation fuels. EPIC utilizes recurrent online training to ensure our carrier partners meet and exceed both industry and EPIC's fuel transport standards. EPIC has multiple carrier availability ready to support Your FBO and to ensure delivery of product during the peak season and/or holidays.

#### **Annual Inspection Services and Technical Support**

EPIC has a team of Risk Management Specialists (RMS) including one who is dedicated to your region. He will perform QC and Safety Audits on your FBO's operations and equipment. This ensures the highest level of safety and compliance with industry standards in your day to day operations. RMS's are also available to assist in troubleshooting equipment issues, assist in incident response or for consultation on other technical and line service issues.

#### **Quality Control Manual**

To help ensure the aviation products delivered to our customers meets specification when delivered into the tanks of an aircraft, EPIC's Risk Management Team has developed the Manual of Operational Guidelines and Best Practices. This guidance document references the strict aviation industry standards, which are interpreted by the courts as the governing law of aviation fuel industry. Our underlying goal in the development of this manual is to help our customers recognize the applicable industry standards for their operation and by applying these standards ensure they have a safe and legal operation

#### **7. Credit Card Program:**

*(Here describe your credit card program. Include as much detail as necessary for the City to fully understand the operations of same and how it compares with other credit card programs operated by other aviation fuel suppliers.)*

#### **EPIC CARD<sup>SM</sup> Program**

The EPIC card gives your customer the ability to purchase discounted fuel, while providing your FBO with the ability to process at 0% while keeping a one-on-one relationship with the customer. Over 1900 corporate flight departments, charter operators and fractional companies enjoy the benefits of being an EPIC Cardholder. These Cardholders use their card globally with over 850 receiving weekly fuel pricing updates and others choosing to rely on the convenience of account specific pricing information at EPICCardServices.com.

EPIC will support your FBO in converting qualifying business aviation base tenants and transient customers to the EPIC Card for quicker (24-48 hr) reimbursement. It is important to note the card is primarily a Jet fuel customer tool.

### *FBO Benefits*

- Option to process at 0% or 1.75%
- Increase your bottom line by reducing processing fees with our preferred EPIC Card
- Exposure to top flight departments within Business Aviation
- Helps establish direct relationships between your FBO and EPIC Cardholders while building loyalty
- Manage discounts and pricing on EPICCardServices.com (retail minus or cost plus)
- Increase traffic to your ramp through a focused EPIC's sales team and marketing assistance

### *Flight Department Program Benefits*

- Accepted at thousands of locations around the world
- No fuel releases required. Swipe and go!
- Assign EPIC Cards to tail numbers and/or pilots online
- Establish fuel pricing directly with the FBO
- Purchase ancillary services with no additional fees
- Additional Bravo<sup>SM</sup> rewards with every EPIC Card fuel purchase when the FBO awards points
- Fuel pricing reports electronically and import directly into Flight Department scheduling software
- Review, approve and pay invoices online using EPIC Secure Pay

### Rewards/Loyalty Program

Bravo Rewards is a unique loyalty program that allows participants to choose between over 45 million options of items to redeem! Items range between gift cards, electronics, sporting goods and more. Our program was launched in 2009 and as has tremendously grown the participation rate to over 3500 members. Participating FBOs receive training and support tools to maximize the program for critical up-sell and relationship building opportunities. This program was built for you, the FBO, to have the power and to set your goals and needs, bring loyalty to your FBO, and show savings. Bravo recognizes the influence each flight department has in directing traffic to your FBO and as such, any flight department can share equally in the award of points from the program or they may choose to allow the flight crew to receive all awarded points. Current in-network FBO realize the increase in fuel sales over those that do not participate in the Bravo Rewards Program

**Card Processing:**

EPIC's proprietary Compass Transaction Management System<sup>SM</sup> (Compass) - provides a wide range of features for securely processing all FBO transaction data. Since its introduction in October 2007, Compass has continued to enhance the design and functionality of the processing system through customer feedback. The majority of EPIC branded FBOs use Compass for transaction processing. We are confident that Compass will provide a unique value to Your FBO in initiatives to streamline your own processing. EPIC has achieved PCI Compliance.

\*EPIC can also provide a small desktop VX-820 card processing machine in lieu of the computer based system.

A multitude of reports and search features are available online at [EPICCardServices.com](http://EPICCardServices.com) for transaction reconciliation, invoice lookup, and customer pricing. EPIC's reporting capability will provide your FBO additional details to assist in daily operations.

**Processing Fees**

EPIC will process the following credit/charge cards through electronic processing. The table below details the processing rates and estimated processing times which are current as of this proposal. If cards are processed manually or not settled the same day at a merchant location, then other fees may be applied.

Card Type	Processing Fee	Reimbursement (Business Days)
EPIC Card	0% (EPIC Flex Program) or 1.75% (Standard EPIC Card Fee)	2 Days
UVair® Fueling Card	2.95% - Retail or 0.00% Buyback/Contract Fuel	2 Days or according to contract
American Express	3.35%	2 Days
AVCard	3.25%	2 Days
Discover	2.95%	2 Days
MasterCard	2.10% – Qualified, 3.15% – Non Qualified	2 Days
MultiService	3.25%	2 Days
U.S. Government AIRCard	0.00% - Contract, 4.50% Non Contract	According to contract
Visa	2.10% – Qualified, 3.15% - Non Qualified	2 Days
Monthly ePOS Processing Fee \$40.00		

In addition to card processing tools, we also have EPIC Direct, a web based transaction system designed to process ad-hoc, airline, commercial, military, third-party reseller sales, and NetJets in real time. Your FBO can reduce administrative burden and out of pocket expenses associated with into-plane operations using EPIC Direct. Transactions are processed at 0% through electronic fuel releases, and will help you in efforts to fully integrate and streamline your back office systems.

## 8. Marketing, Advertising, and Promotions:

*(Here explain method or plan for Airport marketing, advertising, and promotions. Explain aviation directory support available from Proposer including support of web-based fuel price directories. Set forth sales aids items provided and cost. Explain co-op program, if applicable, and funds available to the City.)*

### **Advertising Program**

The EPIC marketing team is available to support your marketing initiatives by providing creative input, marketing strategy assessment and design consultation. This includes feedback regarding your marketing identity through your website, printed materials and advertising. These ideas will serve as the foundation to develop a solid marketing plan.

### Media Exposure

EPIC recognizes the value of advertising exposure for our FBOs. We showcase branded FBOs through advertising in publications and digital options to create greater awareness of locations within the EPIC FBO Network. These range from ads and/or announcements welcoming FBOs, to showcasing FBO achievements, to general brand family exposure. As GA print and online options evolve, we're constantly assessing the best places for brand exposure for the benefit of the EPIC FBO Network.

### Cooperative Advertising Program

EPIC offers a flexible cooperative advertising program. On average you accumulate \$0.005 per gallon on all fuel purchased from EPIC. Uniforms, specialty items and any print media that includes the EPIC logo are eligible for up to 50% reimbursement depending on your account balance. The EPIC Marketing Department provides valuable consultation on these various options to maximize your cooperative advertising and overall budget.

### Customer Press Releases & Public Relations

EPIC composes and distributes customer-specific press releases by way of extensive media distribution lists domestically and globally. Upon becoming an EPIC dealer, your City of Lake Wales will be featured in a press release distributed to all major aviation media. Additionally, the EPIC Marketing Department is available to assist you with development and/or distribution of future press releases regarding significant news specific to your FBO.

EPIC's sales force works directly with our 2000-plus EPIC Cardholders and prospects to drive business within the EPIC FBO Network. Marketing campaigns and the Bravo<sup>SM</sup> Rewards program further promote the network along with the following support.

- EPIC helps our FBOs save money with our 0% processing fee contract fuel program.
- Global acceptance, reward options and discounted fuel prices. The EPIC Co-brand Card is unique in that it is a two-in-one card solution throughout the EPIC FBO Network locations, and any FBO that accepts the Multi Service

- Aviation Card. When the EPIC Card is used at any EPIC FBO Network Location, the cardholder receives special discounted pricing, and when the EPIC Card is used outside of our networks, it is processed as a Multi Service Card. The EPIC Card Program is different as it allows fuel, ancillary services, in and out of network transactions to be placed on one statement.
- EPIC can also provide cardholders with international pricing and fuel releases for trips in 200-plus countries outside of the U.S. and Canada.
- The EPIC Card is accepted across the globe with special discounted pricing at approximately 300 FBOs locations domestically, and 200-plus countries outside of the U.S. and Canada.
- The EPIC Cards Team will work hand-in-hand with you to insure your FBO is in line with the most competitive pricing on the field by pulling analysis. Our inside team works hard to keep our cardholders loyal to your FBO.
- A wide variety of reports is available to track card sales by type, opportunities for savings and can be downloaded to Excel for further customization for tracking purposes

## 9. Industry Involvement and Commitment:

### Trade Shows:

#### *NBAA Featured FBO Program*

EPIC offers branded FBOs an opportunity to reach the business aviation community at NBAA through a kiosk in the EPIC booth and in other planned events throughout the show. An extensive booth promotional campaign is coordinated on behalf of all participating dealers with promotional expenses paid for by EPIC. Each year EPIC participating dealers enjoy a growing list of qualified leads and company exposure. Participation is limited by booth capacity and is provided on a first-come, first-served basis

#### Promotional support to market your participation in NBAA:

- Eblasts designed to showcase your brand for you to send your customers EPIC will develop (with FBO specific input) and send complete file to you for electronic distribution encouraging your customers and prospects to visit you at the booth
- Plus, EPIC will send the eblast to all EPIC Cardholders
- Printed postcard invitations showcases booth activities customized with your logo provided to you to mail to your contacts

### Schedulers and Dispatchers Conference

EPIC also provides an opportunity each year for our FBOs to exhibit in the "EPIC Row" at the NBAA Schedulers and Dispatchers Conference and participate in our special show promotion. Exhibiting near EPIC and participating in the promotion will increase your booth traffic and show value.

### Other shows:

- All NBAA Regionals
- State Shows, Regional and Local events on a case by case basis

### Industry organization memberships

EPIC fully supports our major industry associations on the National and State level.

- NBAA: EPIC is a Leadership Member of NBAA, which is the highest level of membership investment and commitment.
- EPIC is a member with NATA, and active participant in the NATA Safety & Security Committee. Additionally, EPIC has provided grants to help provide NATA's Safety 1<sup>st</sup> General Aviation Misfueling Prevention Program, a free program available to the industry designed to reduce aviation misfueling incidents. Additionally EPIC's Executives are active in NATA Committees and support NATA initiatives.
  - Mike Mooney, V.P. & Chief Risk Officer, was a member of the NATA Safety & Security Committee for many years until he was asked to be a founding member of the newly formed Environmental Committee in 2006. In March 2013 Mike negotiated with NATA on an all new training offer for EPIC's dealers utilizing the Safety 1<sup>st</sup> online training system. In conjunction with this offer NATA asked Mike to return to his original committee seat on Safety & Security Committee now renamed the Safety 1<sup>st</sup> Committee. Mike is also on the ASTM D<sub>2</sub> Committee and FAA PAFI Technical Advisory Committee.

Through all of EPIC's involvement in national and regional associations we carry forward concerns and opinions of our branded locations, so you receive indirect representation through EPIC's participation.

10. We commit to provide the following training:

*(Here describe available training programs and related costs, if any. The training should include the following areas at the minimum: safety, refueling aircraft, fuel farm operation, quality control, and fire safety. Quality control and basic fuel farm operation should be available on a regular basis to accommodate new employees.)*

EPIC offers a full range of training programs that will meet your needs as well as complying with Industry Standards. Our training will help you meet the training requirements imposed on your operation, help manage your risk, and comply with 40 CFR 139.321. A listing of the various training courses and platforms are outlined below:

Our training offer has 4 elements:

1. On-Line Supervisor's Training (40 CFR Part 139)
2. On-Line Safety 1st Professional Line Service Training
3. "Other" On-Line Training - Customer Service, De-Icing, OSHA, etc. is available.
4. Hands-On Training - on-site at your facility.

Line Service Supervisor Training (\$79.95/person)

This Line Service Supervisor and Fire Safety Training program meets the requirements of FAA 14 CFR Part 139 Section 321 (e)1. This on-line program produced by the National Air Transportation Association (NATA) includes the following modules:

- Line Service Supervision & Training Management
- General Fuel Servicing
- Fuel Farm Management
- Refueler Safety & Misfueling Prevention
- Personal Protective Equipment
- Hazard Communication
- Fire Prevention and Evacuation
- Fire Safety

All supervisors successfully completing this course will receive a certificate accepted by local fire and airport authorities. *At least on Supervisor at every location on a Part 139 airport must complete this training every 2 years*

*(Training section continued on next page)*

### Line Service Training (initial and recurrent) (\$49.95 & \$29.95/person)

Safety 1st Professional Line Service Training (PLST) is an on-line program produced by NATA and has the full support of major insurance underwriters, leading industry experts, as well as the enthusiastic endorsement of hundreds of FBOs nationwide. It is the industry standard in Line Service Specialist Training. The modules include:

- Introduction and Ground Servicing
- Safety General Fuel Servicing
- General Towing Procedures
- Fuel Farm Management
- Customer Service
- Fire Safety
- Aviation Security

*Once students have completed and are certified under this program, they are required to complete recurrent training every two years thereafter.*

### Hands-on Training

The other critical component of our training offer is hands-on training which is held as new FBOs join our network. The hands-on training is taught by EPIC's Risk Management specialists and provides sought after instruction for experienced, as well as entry-level, line service professionals

**Other discounted training modules are available and could represent savings over your current training provider.**

### On-Line Safety and Health Training for Aviation Facilities (OSHA)

Maintaining a safe operation and work environment is more than good business; it keeps your operation safe, secure and fully compliant with OSHA. Safety 1st has many aviation safety awareness training modules from which to choose. NATA can build numerous curriculums to fit the needs of City of Lake Wales. These courses include: Back Safety, Bloodborne Pathogens, Cold Stress, Ergonomics, Fall Protection, Fire Extinguishers, Fire Prevention and Evacuation, Forklift Driving, Hazard Communication, Hearing Conservation, Heat Stress, Ladder Safety, Lockout Tagout, Machine Guarding, Office Safety, Personal Protective Equipment, and Respiratory Protection.

### Customer Service, Safety, and Security

This all-inclusive training is comprised of PLST modules covering customer service, ramp safety and aviation security best practices and procedures. To ensure City of Lake Wales is operating at the highest service, safety and security standards, all employees have a stake. The customer service, safety and security training module opens up an opportunity to train your entire staff consistently.

## 11. Liability Insurance:

*(Here describe Proposer's commercial general liability and pollution liability, environmental impairment liability, or hazardous waste liability insurance policies that will provide coverage to the City. Include as much detail as necessary for the City to fully understand the adequacy of such policies.)*

A certificate of liability insurance naming City of Lake Wales and its employees and officers as additionally insured will be provided with appropriate coverage as listed in the RFP

In addition, EPIC can provide:

### Extended Products Liability Coverage

As an approved EPIC branded FBO, City of Lake Wales would be eligible to participate in our extended product liability coverage with limits of \$50,000,000. City of Lake Wales would be a Certificate Holder and an Additional Insured hereunder but only with respect to liabilities arising out of the sale, handling or distribution of dedicated EPIC fuel by the Certificate Holder. Coverage afforded hereunder to the Certificate Holder shall be excess over insurance carried by the Certificate Holder who agrees to maintain a minimum primary aviation product's liability limit of \$1,000,000. Any one occurrence and in the aggregate annually and with EPIC included as an Additional Named Insured. Failure by the Certificate Holder to maintain said primary insurance or if the Certificate Holder ceases to be an authorized EPIC FBO, then the excess coverage shall be null and void at the time of such failure or cessation. This policy has an overall aggregate liability limit for all losses of \$50,000,000. The effective date of excess coverage afforded to the Certificate Holder is deemed to be the date of issuance of this Certificate.

### Branded FBO Insurance Program

As an EPIC branded FBO, City of Lake Wales would be a potential participant in the EPIC Branded FBO Insurance Program. This is a separate program for our elite FBOs and is in addition to our extended products liability program.

This program provides an exciting opportunity for select EPIC branded FBOs who qualify to enjoy the benefits of a group program including increased coverage up to \$100 million per location and reduced premiums with their own separate policies. In many cases, EPIC FBOs have seen their coverage expanded and their limits increased ten-fold while their premiums were drastically reduced.

More for less, how can this be true? The answer is simple, the power of volume purchasing combined with an aggressive risk management program. A select group of EPIC FBOs of significant size combined with EPIC's own policies adds up to a significant volume purchase. Also, EPIC has a well-established reputation for quality control and risk management. We have a long track record of identifying risks and developing solutions to ensure appropriate management of those risks. We have conducted endless risk assessments of our own lines of business in an effort to ensure proper risk management at all times as mandated by our shareholders. EPIC has the largest, most experienced technical/risk management staff of in the market today. Should you select EPIC as your fuel supplier, the process to be officially qualified for the program will begin with an audit of your FBO. If qualified, City of Lake Wales will be asked to sign an agreement acknowledging a commitment to adhere to the standards for the program. This is the key to the success of this program. The group we form will only be as strong as its weakest link. Our own insurance is part of this program so we too would

be impacted if a sub-standard company was allowed to participate, or if we did not work together to ensure that all members are doing everything they can to meet or exceed these operating standards to maintain the excellent loss history of the group.

12. Crisis Management Plan:

*(Here describe Proposers program or plan to support City in the event Proposer's product is called into question or implicated in an aircraft incident or accident.)*

Your Risk Management Specialist (RMS) will be instrumental in providing a solution and path forward for the FBO in the event of any type of emergency. In the case of an aircraft incident you will be provided with immediate support and assistance including, but not limited to, instruction on the proper samples to take and tests to perform, assistance in completion of correct documentation (supplied), and, when necessary, in person assistance. Our RMS will then work with our Risk Management Team who will employ assistance of additional personnel as required.

In the event of an emergency involving equipment failure or fuel quality concerns, our standard procedure is to deploy our nearest company representative to provide viable options. Available options include, but are not limited to, standby refuelers, expedited repair of faulty equipment, and/or replacement of fuel. We will make every effort to help your FBO maintain operational readiness at all times.

13. Investment by Proposer:

a. Fuel farm investment

*(Describe improvements, if any, to the fuel farm you are willing to make and under what conditions.)*

EPIC realizes that during the life of a contract, situations do arise that may include an investment to a fuel island or a fuel farm. If there is a need from your fuel supplier to be involved, EPIC would entertain certain conditions that would allow us to assist City of Lake Wales.

b. Airport facilities investment

*(Describe improvements, (any, you are willing to make in facilities at the Airport and under what conditions.)*

Whereas your RFP did not request any specific needs or requests, our initial offer is based on competitive fuel pricing, fuel brand support and business development. EPIC will help you meet your needs with a partnership approach and negotiating the best possible value and balance in fuel price

**Transition:**

The customer-focused team at EPIC understands your desire for a seamless management of fuel supplier change and implementation. You will have a dedicated transition leader assigned to coordinate all facets of the transition who will serve as your single source of contact during the start-up phase of the relationship. As the actual "go live" date approaches the transition leader will be on site to coordinate final details and assist with hands-on service. This effort will touch fuel ordering, accounting, refuelers, signs, marketing, quality control, as well as phone introductions with EPIC staff, and appropriate personnel at your facility.



## SOUTHEAST TERRITORY TEAM

This sheet is provided to help you when contacting EPIC personnel. The department or service is listed with the appropriate contact name and phone number. If you are unsure which contact is appropriate after reviewing the list below, please call your Regional Account Representative to assist you.

### Department & Contact Numbers

Regional Sales Manager – Phone number Email	Don Moss 864.921.2684 DMoss@EPICFuels.com
Customer Service Representative - Office Fuel Orders Dispatch Fax Fuel Orders Email	Erik Polley 800.633.5576 503.566.2369 EPICdispatch@EPICFuels.com
Risk Management Specialist – Office Email	Stephen Farkas 614.441.2542 SFarkas@EPICFuels.com
Refueler Department - Office Email	Derek Burge 503.566.2456 DBurge@EPICFuels.com
Credit Representative - Office Fax Email	Lori Jones 503.566.2418 503.566.2318 LJJones@EPICFuels.com
COOP Program - Office Fax Email	John Dougall 866.501.3742, ext. 247 503.763.7847 COOPAdmin@EPICFuels.com
Credit Card Processing, Bravo & Compass– Office General 24/7/365 Email	Theresa Quillard 469.919.5770 877.247.2772, opt 2 TQuillard@EPICFuels.com
EPIC Card Program– Office Email	Ramon Hudson 972.996.1325 RHudson@EPICFuels.com
Marketing Team- Office Email	866.501.3742 opt. 0 Marketing@EPICFuels.com

**SIGNATURE ACKNOWLEDGEMENT  
(SUBMITTAL PAGE)**

To The City of Lake Wales, a Florida municipal corporation:

Date: August 1, 2016

I certify that this proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a proposal for the same construction, service or material and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this proposal and certify that I have read and understand the proposal documents. I have completed and submitted all proposal submittal forms, and I am authorized to sign this proposal for the proposer. In submitting a proposal to the City, the proposer offers and agrees that if the proposal is accepted, the proposer will convey, sell, assign or transfer to the City all rights, titles and interests in and to all causes of action it may now or hereafter acquire under the Anti-Trust Laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the proposer.

EPIC Anation, LLC  
VENDOR NAME

  
AUTHORIZED SIGNATURE (MANUAL)

PO Box 12249  
MAILING ADDRESS

James E. Green  
NAME (TYPED OR PRINTED)

Salem, OR 97309  
CITY, STATE AND ZIP CODE

SVP & CFO  
TITLE (TYPED OR PRINTED)

503-362-3633  
(AREA CODE) TELEPHONE NUMBER

866-501-3742  
TOLL FREE NUMBER

503-362-9954  
(AREA CODE) FAX NUMBER

JGreen@EPIC Fuels, com or  
DMoss@EPIC Fuels, com  
E-MAIL ADDRESS (RFP contact)

Any other Government Agency may use this proposal. [ ] YES [ ] NO  N/A

A City check will be accepted as method of payment.  YES [ ] NO

**NOTE: If Proposer checks "yes" above, Proposer agrees that the City will use a City check for the payment of any and all invoices submitted as a result of the performance of this proposal.**

**NON-COLLUSIOIN AFFIDAVIT OF PRIME PROPOSER  
(SUBMITTAL PAGE)**

State of Oregon  
County of Mallon

\_\_\_\_\_, Being first  
Duly sworn, deposes and says that:

1. he/she is James E Green of EPIC Aviation, LLC, the Proposer that has submitted the attached Proposal;
2. he/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
3. Such Proposal is genuine and is not a collusive or sham Proposal;
4. Neither the said Proposers nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiliate has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer, firm or person to submit a collusive or sham Proposal in connection with such Contract or has in any manner, directly or indirectly, sought by agreement or collusion of communication or conference with any other Proposer, firm or person to fix the price or prices in the attached proposal of any other Proposer, or to fix any overhead, profit or cost element of the Proposal Price or the Proposal Price of any other Proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City or any person interested in the proposed Contract; and
5. The price or prices quoted in the attached Proposals are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees or parties in interest, including this affiliate.

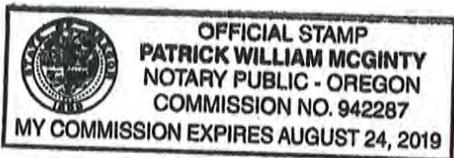
Signed: [Signature]

Title: SVP CFO

Subscribed and sworn to before me this 1<sup>st</sup> day of August, 2016  
by James E Green, CFO

[Signature]  
\_\_\_\_\_  
(Title)

My Commission Expires: 24 AUGUST 2019



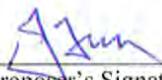
**DRUG-FREE WORKPLACE FORM  
(SUBMITTAL PAGE)**

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies

That EPIC Aviation, LLC does:  
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employee for violations of such prohibition
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation programs, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under proposal a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employee that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the Terms of the statement and will notify the employer of any conviction of, plea of guilty or nolo contendere to, any violation of Chapter 1893 or of any controlled substance law of United States any state, for a violation occurring in the workplace no later than five (5) days after such Conviction.
5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or Rehabilitation program, if such is available in the employee's community, by any employee Who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

  
Proposer's Signature

8/1/16  
Date

**INSURANCE  
(SUBMITTAL PAGE)**

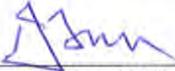
By signing below the Proposer is stating that they fully understand the insurance requirements for the project and if awarded the proposal will provide all insurance coverage as required in RFP 16-416.

The requirements are as follows:

- Proposer is insured with a company licensed to do business in the State of Florida
- The insurance company is rated A VIII or better by A.M. Best Rating Company (Workers Compensation, General and Automobile policies)
- The City will be named as an additional insured for general and automobile liability
- The certificate will contain a 30-day written notice of cancellation and a 10-day written notice of non-payment
- The General Liability and Worker's Compensation policies will contain waiver of subrogation in favor of The City

EPIC Anation, LLC

Company Name



Proposer (signature)

## INDEMNIFICATION

To the fullest extent permitted by laws and regulations, and in consideration of the amount stated on any Purchase Order, the Contractor shall defend, indemnify, and hold harmless the City, its officers, directors, agents, guests, invitees, and employees from and against all liabilities, damages, losses, and costs, direct, indirect, or consequential (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals and court and arbitration costs) arising out of or resulting from any acts of negligence, recklessness or intentional wrongful misconduct in the performance of the work by the Contractor, any Subcontractor, or any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable.

In any and all claims against the City, or any of its officers, directors, agents, or employees by any employee of the Contractor, any Subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, this indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any Subcontractor or other person or organization under workers' or workmen's compensation acts, disability benefit acts, or other employee benefit acts, nor shall this indemnification obligation be limited in any way by any limitation on the amount or type of insurance coverage provided by the City, the Contractor, or any of his Subcontractors. To the extent this Indemnification conflicts with any provision of Florida Law or Statute, this indemnification shall be deemed to be amended in such manner as to be consistent with such Law or Statute.

**Subrogation:** The Contractor and his Subcontractors agree by entering into this contract to a Waiver of Subrogation for each required policy herein. When required by the insurer, or should a policy condition not permit Contractor or Subcontractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then Contractor or Subcontractor agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should Contractor or Subcontractor enter into such an agreement on a pre-loss basis.

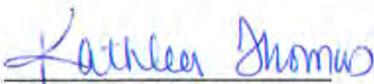
**Release of Liability:** Acceptance of the Contractor of the last payment shall be a release to the City and every officer and agent thereof, from all claims and liability hereunder for anything done or furnished for, or relating to the work, or for any act or neglect of the City or of any person relating to or affecting the work.

**Savings Clause:** The parties agree that to the extent the written terms of this Indemnification conflict with any provisions of Florida laws or statutes, in particular Sections 725.06 and 725.08 of the Florida Statutes, the written terms of this indemnification shall be deemed by any court of competent jurisdiction to be modified in such a manner as to be in full and complete compliance with all such laws or statutes and to contain such limiting conditions, or limitations of liability, or to not contain any unenforceable, or prohibited term or terms, such that this Indemnification shall be enforceable in accordance with and to the greatest extent permitted by Florida Law.

BY:   
Signature of Owner or Officer

DATE: 8/1/16

STATE OF: Oregon

ATTEST:   
Corporate Secretary or Witness

Inside Sales Coordinator

state of Oregon.

COUNTY OF: Marion

Organization Phone Number

The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of August <sup>2016</sup> ~~2014~~ by James E. Green, of EPIC Anation, LLC.  
Printed Name Company Name

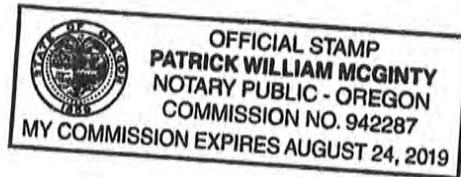
He/She is personally known to me or has produced PRIM as State Drivers License Number

Identification, and did  /did not  take an oath.

Patrick W McGinty  
Signature of Person Taking Acknowledgment

Patrick W McGinty  
Printed Name of Person Taking Acknowledgment

Notary Seal



**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a), FLORIDA STATUTES,  
ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to City of Lake Wales  
[print name of the public entity]

by James E. Green SVP & CFO  
[print individual's name and title]

for EPIC Aviation, LLC  
[print name of entity submitting sworn statement]

whose business address is 3841 Fairview Industrial Dr. SE #150 Salem, OR 97302

and (if applicable) its Federal Employer Identification Number (FEIN) is 93-1069451

(if the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: N/A.)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:  
1. A predecessor or successor of a person convicted of a public entity crime; or  
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" included those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate.

The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [indicate which statement applies]

Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. [attached is a copy of the final order]

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

[Signature]  
[signature]

STATE OF ~~FLORIDA~~ Oregon  
COUNTY OF ~~POLK~~ Marion

The foregoing instrument was acknowledged before me this August 1st 2016

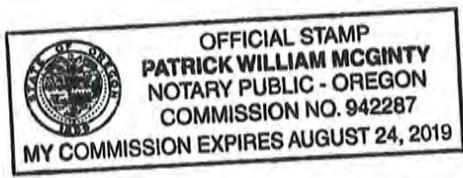
by James E. Green who is personally known to me and who did ~~not~~ not

take an oath.

[Signature]  
Notary Public, Commission No.:

My Commission Expires:

Patrick W McGinty  
(printed name)





## Emergency Reporting Procedures

**24 Hour Emergency Contact Number**  
**1-866-501-3742**

### AIRCRAFT INCIDENT

In the event of an aircraft accident / incident:

- Cease fueling from the equipment involved
- **Call EPIC Aviation at 1-866-501-3742**
- Complete the Aircraft Incident Checklist

### TRANSPORT ACCIDENT

In the event of an accident involving a road transport carrier:

- Ensure the scene is secure and 911 has been called
- If there is a spill, ensure your environmental responder has been contacted
- **Call EPIC Aviation at 1-866-501-3742**

### SPILLS

In the event of a spill during the receipt of fuel at the fuel farm:

- Follow your local Spill Prevention, Control and Countermeasure (SPCC) plan
- **Call EPIC Aviation at 1-866-501-3742**

### FUEL QUALITY ISSUE

In the event that fuel is found to be off-specification or contaminated:

- Stop all fueling
- Ground any aircraft that you suspect received the off-spec product
- **Call EPIC Aviation at 1-866-501-3742**

### OTHER INCIDENT

Contact EPIC Aviation for any other incident that you need assistance with

## 12. Contamination And Spill Prevention Procedures

### 1. LOADING PROCEDURES

- a. Insure that all compartments and lines are empty before loading.

This procedure eliminates the chance of contamination from the previous Product(s) hauled and insures that all of the product(s) to be loaded will fit in the compartment.

- b. Insure that the correct Product(s) and amounts are loaded in each compartment as set forth in the dispatch instructions. The number of gallons and grades loaded by compartments must be shown on the bill of lading.

This procedure insures that the correct amount of alcohol to be blended, if any, will be added to each compartment and that the correct Product(Is) and amounts will be delivered as ordered.

- c. Follow loading rules and regulations issued by the supply terminal.

This procedure will enable drivers to load the Product(s) safely and be prepared to stop the loading process should an emergency occur.

- d. Check the bill of lading for information accuracy.

This procedure allows the drivers to avoid making unnecessary trips. The driver should confirm that the amounts and types of the Product(s) are the ones actually loaded and that the delivery address is correct.

- e. Report all spills at rack to the dispatch office.

This procedure insures that all Product(s) spills will be handled in a proper, timely, and efficient manner.

*C.D. HALLOCK TRUCKING LLC*

## HAZARD COMMUNICATION PROGRAM

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### 2. UNLOADING PROCEDURES

- a. Upon arrival at the delivery site, the driver must check the address on the bill of lading to insure delivery to the correct location. The store stamp must be checked to insure that the store number is correct.

This procedure insures that delivery will be made to the correct locations. If a delivery is not intended for a certain store, or the driver has conflicting, incomplete, or confusing information, the driver should contact his dispatch or the dispatch office for instructions.

- b. Before dropping the Product(s), gauge storage tanks for Product(s) level and water content.

This procedure insures that the Product(s) delivered is (are) properly accounted for. Note: Checking for water content in alcohol - blend products requires the use of Sar-Gel paste or modified Kolorkut especially made for this purpose. The gauge stick must not be deformed.

- c. Determine the available space in the Product(s) storage tank. Do not fill a tank beyond 90% of its capacity or known overflow, whichever is less. Use store tank chart to check all calculations.

This procedure insures that the storage tanks will not overflow.

- d. Follow the Product(s) identification names or color codes when the delivery hose is connected between the storage tank and the compartment drop valve. Do not rely on the color code on the covers; check inside the drop hole.

This procedure is designed to insure that the Product(s) identified on the drop valve is (are) the same Product(s) identified as being in the storage tank. If there is some question as to the type of Product(s) being dropped or already in the storage tank, the driver dispatch office or the dispatch office should be contacted.

- e. Connect the vapor recovery hose between the storage tank valve and transport before drop of the Product (s).

This procedure insures that flammable vapors will not escape into the atmosphere while dropping the Products).

- f. Drop the Product (s).

Stand close to the drop valve and be prepared to stop delivery in an emergency. Do not put hoses under trailer.

- g. Insure that the compartments are empty.**

This procedure insures that all of the Product (s) ordered is (are) delivered. Note: Do not allow anyone to open compartment lids at the top of the transport tank. To do so may violate the vapor tight test certificate and cause damage to trailer. If the customer wants to insure that the transport tank is empty, do the following:

- i. Open the compartment emergency valve and show that the safety valves are open, and

## HAZARD COMMUNICATION PROGRAM

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- ii. Hold the hose under the drop valve and drain the compartment through the hose into the underground tank.
- h. After dropping the Product (s), gauge the storage tank for the Product (a) level and water content. Record inch and volume amount levels on the bill of lading.  
This procedure insures that the Product (s) is (are) properly accounted for.
- i. Replace storage tank fill caps and covers securely. This procedure prevents dirt and water from entering the underground tanks.

Make sure vapor recovery lids are in place and the pressure plate is closed without obstruction.

This procedure prevents flammable vapors from escaping into the atmosphere.

## HAZARD COMMUNICATION PROGRAM

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k. Report to the dispatch office any problems encountered during delivery process.

If problems are known, they can be corrected.

1. Drivers must comply with the driver delivery instructions attached to these procedures and made a part of them.

This procedure insures that the Product(s) will be properly delivered

### 13. Spill Neutralization And Recovery Procedures

1. **SPILLS AT TERMINAL RACKS**
  - a. Follow all instructions issued by the terminal to spill removal.
  - b. Be familiar with all loading rack procedures for spill control at any terminal which you are qualified to load.
  - c. Immediately shut down the loading process, and do not resume loading until the spill has been removed.
  - d. No vehicle is to enter or leave the rack until the spill has been removed.
  - e. After clean up, notify the dispatch office of amount spilled.
2. **SPILLS DURING TRANSPORT**
  - a. Do not leave the spill area.
  - b. Have someone call the police or fire department.
  - c. Guard the scene. Keep bystanders and vehicles away from the spill area.
  - d. Inform the fire department when they arrive of what type of Product(s) was (were) spilled.
  - e. Ask the police department to notify your company management and the dispatch office of the problem so that the Emergency Response System can be activated.
  - f. Do not risk your own safety.
3. **SPILLS AT DELIVERY POINTS**
  - a. There are two (2) basic factors to be concerned about when refined petroleum products are spilled:
    - i. Fire - the spilled liquid gives off vapors which may ignite.
    - ii. Environmental Hazard - should the spilled liquid be great enough, environmental contamination may result through contact with exposed ground, sewers, or storm drains.
  - b. During any spill situation, your personal safety is of primary importance. Do not endanger yourself by actions that may cause you injury. **THINK FIRST - ACT SECOND!**
  - c. Should a spill occur close to or around a retail pump island, the retail fueling operation should be discontinued. Ask the manager to stop customer fueling until the spill is neutralized either by dry absorbent or a response from the fire department. .
4. **DEFINITION OF A SMALL SPILL**

## HAZARD COMMUNICATION PROGRAM

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- a. One(1) person should not try to handle a spill that covers an area greater than 50 square feet (Example-. 5' x 10').
  - b. Most spills are small in nature. Use your spill kit and absorbent to soak up and contain liquids. Keep liquid from migrating into open drains or sampling wells. Collect and properly dispose of all materials.
  - c. If a spill is greater than 50 square feet or of any nature that cannot be completely absorbed with an available absorbent, the local fire department should be called. Also, if the spilled amount is great enough to run off into the sewers, storm drains or the surrounding soil, the fire department should be called.
5. HAZARD CONTAINMENT CLEAN-UP
- a. It is recommended that a minimum of thirty-five (35) pounds of dry absorbent, such as Geotech GSW #505, be carried on the transport. The absorbent should be stored in a 5-gallon plastic container with a sealed lid.

### SUMMARY

- 1 -Plan your work actions so that spills are prevented,**
- 2. Should a spill occur, consider your own safety. Think first act second.**
- 3. For a spill less than 50 square feet in area, use spill kit, cover with a dry absorbent and remove.**
- 4. Call the fire department if a spill could run off and cause environmental contamination or pose a fire hazard.**
- 5. Call the fire department if a spill cannot be completely absorbed quickly.**
- 6. Report all spills at delivery sites to your company management.**
- 7. All spills must be reported to the dispatch office as soon as possible.**
- 8. Carrier transport should have a minimum of thirty-five(35) pounds of absorbent on board.**
- 9. Drivers should be trained/instructed in these procedures.**

**C.D Hallock Trucking**

**Employee Contact List**

6/21/2016

<i>Name</i>	<i>Phone</i>	<i>Cell</i>	<i>Fax</i>	<i>Email</i>
<b>Tampa Office</b>				<b><i>E-mail address</i></b>
Cheryl Hallock	(813)994-0292	(813)927-4977	(813)994-1796	<a href="mailto:Cheryl@cdhallock.com">Cheryl@cdhallock.com</a>
Frank Hallock		(813)545-0629		<a href="mailto:frank@cdhallock.com">frank@cdhallock.com</a>
Cherie Hallock	(813)994-0292	(813)838-8727		<a href="mailto:Cherie@cdhallock.com">Cherie@cdhallock.com</a>
David Hallock		(813)927-4956		<a href="mailto:David@cdhallock.com">David@cdhallock.com</a>
Lena Hallock		(813)727-3341		<a href="mailto:Lena@cdhallock.com">Lena@cdhallock.com</a>

<b>Tampa Drivers</b>	<i>Phone</i>	<i>Cell</i>	<i>Fax</i>	<i>E-mail address</i>
George Jennings		(813)952-8712		<a href="mailto:george.jennings.gj24.gj@gmail.com">george.jennings.gj24.gj@gmail.com</a>
Marion Bolin (Shooter)		(813)690-2946		<a href="mailto:tbob451c@gmail.com">tbob451c@gmail.com</a>
Tom Ietherman	(352)345-8442	(240)229-1054		<a href="mailto:stubbytdl@aol.com">stubbytdl@aol.com</a>
William Blunk	(352)797-9703	(352)398-5608		<a href="mailto:wblunk@tampabay.rr.com">wblunk@tampabay.rr.com</a>
Nicholas V. Jonson		(813)-527-1004		<a href="mailto:nicionson@verizon.net">nicionson@verizon.net</a>
Jeffery(chad) Henderson		(813)476-8279		<a href="mailto:chadh3441@yahoo.com">chadh3441@yahoo.com</a>

<b>Cape Canaveral</b>	<i>Phone</i>	<i>Cell</i>	<i>Fax</i>	<i>E-mail address</i>
Darlene Cooper		(321)284-9073		<a href="mailto:Darlenem7@aol.com">Darlenem7@aol.com</a>
Tod Cooper		(321)284-5938		<a href="mailto:TCooper1234@aol.com">TCooper1234@aol.com</a>

<b>Port Everglades</b>	<i>Phone</i>	<i>Cell</i>	<i>Fax</i>	<i>E-mail address</i>
Steven Pavelski		(303)601-9943		<a href="mailto:stevenporte303@gmail.com">stevenporte303@gmail.com</a>
Ramon Burgos (Tony)	(239)529-2169	(239)849-9580		<a href="mailto:ramonburgos21@aol.com">ramonburgos21@aol.com</a>
James R Noto		(561)722-2360		<a href="mailto:benita8187@gmail.com">benita8187@gmail.com</a>
James (Jim) Manalas	(954)531-1092	(954)573-3827		<a href="mailto:geminilean33441@gmail.com">geminilean33441@gmail.com</a>
Lee Ragin		(305)725-4161		<a href="mailto:Cowboys941@yahoo.com">Cowboys941@yahoo.com</a>



## 2016 Florida Annual Resale Certificate for Sales Tax

DR-13  
R. 10/15

THIS CERTIFICATE EXPIRES ON DECEMBER 31, 2016

Business Name and Location Address

Certificate Number

EPIC AVIATION LLC  
3841 FAIRVIEW INDUSTRIAL DR SE STE 150  
SALEM, OR 97302-1159

78-8012276651-3

By extending this certificate or the certificate number to a selling dealer to make eligible purchases of taxable property or services exempt from sales tax and discretionary sales surtax, the person or business named above certifies that the taxable property or services purchased or rented will be resold or re-rented for one or more of the following purposes:

- Resale as tangible personal property.
- Re-rental as tangible personal property.
- Resale of services.
- Re-rental as commercial real property.
- Incorporation into and sale as part of the repair of tangible personal property by a repair dealer.
- Re-rental as transient rental property.
- Incorporation as a material, ingredient, or component part of tangible personal property that is being produced for sale by manufacturing, compounding, or processing.

### **Florida law provides for criminal and civil penalties for fraudulent use of a *Florida Annual Resale Certificate*.**

The *Florida Annual Resale Certificate* is issued to active, registered sales and use tax dealers. **As a buyer**, use your certificate to purchase or rent property or services tax exempt that you intend to resell or re-rent to your customers. You cannot use this certificate to purchase or rent property or services that you will use in your business. **As a seller**, you must collect sales tax and discretionary sales surtax imposed on retail sales or rentals of taxable property or services, unless the transaction is exempt.

**Seller Certificate Verification** – Verify resale or exemption certificates using a customer’s sales tax certificate number:

- Phone: **877-FL-RESALE** (877-357-3725)
- Online: Go to **www.myflorida.com/dor** and select “*More e-Services*” and then “*Verify resale and exemption certificates*”
- Mobile App: **Florida Tax (FL Tax)** mobile app for iPhone, iPad, Android phones and tablets, Windows Phone

If you obtain an authorization number for each tax-exempt sale, or for all sales to a specific customer, you do **not** need to keep a copy of the customer’s *Florida Annual Resale Certificate*.

0000013



**Fuel/Pollutants License**

Issued Pursuant to Chapter 206, Florida Statutes

DR-114  
R. 02/05  
11/05/15

EPIC AVIATION LLC  
C/O TAX DEPT  
PO BOX 12249  
SALEM OR 97309-0249

Dear Taxpayer:

Attached below is your Fuel/Pollutants tax license issued pursuant to Chapter 206 of the Florida Statutes. This authorizes the license holder to engage in the fuel/pollutants activity classifications listed on the license. The license must be displayed conspicuously at the principal place of business. The license is only valid for the person/business named and cannot be transferred or assigned to another entity or person. Whenever the license is held by a corporation or business entity, there can be no change of stock, ownership, or equity without prior approval by the Department. The license is only valid through the expiration date listed. If no expiration date is listed, the license is valid until notified by the Department.



**Fuel/Pollutants License**

Issued Pursuant to Chapter 206, Florida Statutes

DR-114  
R. 02/05  
11/05/15

License Number: 12829757  
FEIN Number: 93-1069451

Expiration Date: 12/31/2016

License Activity: Pollutants-Importer  
Terminal Supplier

EPIC AVIATION LLC  
C/O TAX DEPT  
PO BOX 12249  
SALEM OR 97309-0249

Location:

**License is Not Transferable - It Must be Posted in a Conspicuous Place**  
This business has complied with the required provisions of Chapter 206, Florida Statutes, and is authorized to engage in fuel activities under the license activity classification listed above. If no expiration date is listed, the license is valid until notified by the Department of Revenue.

# Local Business Tax Receipt

Miami-Dade County, State of Florida

-THIS IS NOT A BILL - DO NOT PAY

# LBT

**EXPIRES**

**SEPTEMBER 30, 2017**

Must be displayed at place of business

Pursuant to County Code

Chapter 8A - Art. 9 & 10

6578034

**BUSINESS NAME/LOCATION**

EPIC AVIATION LLC

DOING BUS IN DADE CO

MIAMI FL 33000

**RECEIPT NO.**

**RENEWAL**

6848676

**SEC. TYPE OF BUSINESS**

220 TANGIBLE PERSONAL PROP DLR

**PAYMENT RECEIVED**

**BY TAX COLLECTOR**

\$75.00 07/18/2016

CREDITCARD-16-041703

**OWNER**

EPIC AVIATION LLC

C/O DOWNSTREAM AVIATION LP

Employee(s) 1

This Local Business Tax Receipt only confirms payment of the Local Business Tax. The Receipt is not a license, permit, or a certification of the holder's qualifications, to do business. Holder must comply with any governmental or nongovernmental regulatory laws and requirements which apply to the business.

The RECEIPT NO. above must be displayed on all commercial vehicles - Miami-Dade Code Sec 8a-276.

For more information, visit [www.miamidade.gov/taxcollector](http://www.miamidade.gov/taxcollector)



**RFP NO. 16-416**  
**City of Lake Wales**  
**Lake Wales Municipal Airport**  
**Bid Due: August 3, 2016 – 2:00 PM**  
**Submitted by: Ascent Aviation Group, Inc.**



## Section I: Cover Letter





Ascent Aviation  
a subsidiary of World Fuel Services

August 1, 2016

Mr. Drew Buckner  
Purchasing Agent  
City of Lake Wales  
City Manager's Office  
201 West Central Avenue  
Lake Wales, FL 33853

RE: RFP NO: 16-416, Aviation Fuel Supplier  
Bid Opening Date and Time: August 3, 2016 – 2:00 PM

Dear Mr. Buckner:

Thank you for the opportunity to submit a sealed competitive bid for the supply of aviation fuels and related services for the Lake Wales Municipal Airport.

Ascent Aviation Group, Inc., located at One Mill Street, Parish, New York, is the legal entity submitting this bid. Ascent is a wholly owned subsidiary of World Fuel Services, Inc. Ascent Aviation Group became part of the World Fuel Services Network (WFSN) in 2011 as the premier bulk distributor of Branded and Unbranded Aviation Fuel for domestic FBO operations. We support quality aviation service operations and focus on business growth for the FBO's in our network.

John Stafford will be the account representative dedicated to your account. He can be reached at (954) 309-4354 or by email at [jstafford@wfscorp.com](mailto:jstafford@wfscorp.com).

We hope you will find the enclosed bid to be a comprehensive set of programs to meet your requirements and in some areas exceed your expectations.

Sincerely,

A handwritten signature in blue ink, appearing to read "Darren B. Fuller", with a long horizontal flourish extending to the right.

Darren B. Fuller  
Vice President, Business Development, Sales



## Section II: Table of Contents



# Table of Contents



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# Section III: Proposal Details

## Exhibit "A"



# 1. Qualifications

## WHAT WE DO

We specialize in the marketing, sale and distribution of energy products and services across the globe. With our comprehensive portfolio of fuel supply, logistics, credit, financing, price risk management and transaction management services, we create enduring value for our business partners across the energy and transportation spaces.



# 1. Qualifications Con't

## **WORLD FUEL SERVICES, INC.**

Headquartered in Miami, Florida, World Fuel Services is a global fuel logistics, transaction and payment processing company, principally engaged in the distribution of fuel and related products and services in the aviation, marine and land transportation industries. World Fuel Services sells fuel and delivers services to its clients at more than 8,000 locations in more than 200 countries and territories worldwide. With our comprehensive portfolio of fuel supply, logistics, credit, financing, price risk management and transaction management services, our global team creates enduring value for our business partners across the energy and transportation spaces.



**That's what we call synergy in energy.**

# 1. Qualifications Con't - WFS Aviation Products and Services

## Products

- AvGas
- Jet Fuel
- De-icing Fluid
- Lubricants
- Military Grades

## Services

- 24/7 Dispatch
- FBO Marketing and Network
- Flight Planning & Services
- Fuel Management
- International Trip Planning
- Operational Support
- Rewards Program
- Technical Quality Control

## Supply Chain

- Inventory
- Physical Supply

## Customer Sectors

- Cargo Carriers
- Fractional Operators
- Fixed-Base Operators
- Flight Departments
- Government Organizations

- Major Commercial Airlines
- Military Fleets
- Private Aircraft
- Regional Carriers

## Finance

- Credit & Financing Options

# 1. Qualifications Con't – Bid Terms and Conditions

## Degree of Compliance

This proposal will define the commercial terms under which we will offer Phillips 66 branded aviation fuels and related programs and services to City of Lake Wales. Notwithstanding anything to the contrary contained in the Ascent Aviation Group Commercial Bid enclosed herewith, please note that our bid is non-binding, indicative only, and remains subject to Ascent Aviation Group, Inc. and the City of Lake Wales duly executing and delivering definitive documentation, such documentation to be negotiated by the parties.

## 2. Products - Phillips 66® Fuel Supply and Specifications

### Phillips 66® Aviation Nationally Recognized Fuel Brand



Jet A meets ASTM-D1655 Standards

Avgas 100LL meets ASTM-D910 Standards

Phillips 66® Aviation Fuel Brand:

Pilots and FBOs have been relying on Phillips 66 Aviation for more than 80 years as their source for the highest quality jet and aviation gasoline fuels.

Phillips 66 remains an industry leader, providing forward-thinking programs and quality fuel for both the flying community and their vast network of high-quality FBOs.

Phillips 66 is among the largest refiners in the United States and a major supplier of jet fuel and avgas to general, commercial and military aviation.

Phillips 66 Aviation is a valuable partner to World Fuel Services (WFS). Together Phillips 66 Aviation and World Fuel Services are able to provide you a combined supply and brand program provider that is unparalleled in aviation.

Our affiliation with Phillips 66 further insures supply reliability. As the largest refiner/producer of avgas in North America, Phillips 66 and World Fuel have access to more avgas supply points than our competitors who are nearly completely reliant on third party independent refiners for their avgas supply. As avgas becomes harder and harder to source, this advantage becomes ever more valuable to our customers.

## 3. Prices for Product

### Pricing Methodology

Platt's Oilgram publication is covered by copyright laws. Our staff can provide "Market Pricing" to Lake Wales, which will track the market indices, to assist you in managing your pricing.

Pricing for Jet A follows Platt's Gulf Coast Jet 54 Pipeline Mid for the previous week's five day average. Jet-A price changes occur weekly and are transmitted each Tuesday by fax or email.

Pricing for Avgas typically follows Platt's Premium Unleaded 93. Avgas price changes are transmitted when initiated by Phillips 66, generally on Wednesday and/or Saturday. Customer may receive by fax or email, whichever is preferred.

Prices are based on full truckload deliveries. All fuel prices are based on a primary supply point. Should local conditions warrant the use of an alternate supply point, the customer is responsible for additional freight and/or supply cost.

### 3. Prices for Product

PRODUCT	JET A	AVGAS 100LL
<b>PRIMARY TERMINAL</b>	Tampa, FL	Port Manatee, FL
Price (Effective August 3, 2016)	\$1.460738	\$2.395961
Price (Effective February 3, 2016)	\$1.243698	\$2.333961
Price (Effective August 3, 2015)	\$1.826658	\$3.161461
Price includes rack, margin and delivery charges		
Delivery Charges (current) Includes fuel surcharges	\$0.062698	\$0.059961
Federal Excise Tax	\$0.243000	\$0.193000
Federal LUST	\$0.001000	\$0.001000
Federal Oil Spill Tax	\$0.001900	\$0.001900
State Excise Tax	\$0.069000	\$0.069000
State Water Pollution Tax	\$0.020720	\$0.020720

## 4. Refueler Leasing

Truck Information	Monthly Lease Rate based on 5-years
<p>New (2015/2016) 3,000 Gallon Jet A Refueler                      Diesel or Gas/Automatic Chassis, Aluminum or SS Tank, Bottom Load, Two Over-wing Nozzles, One Under-wing Nozzle</p>	<p>\$2,200.00</p>
<p>Used (2000-2004) 3,000 Gallon Jet A Refueler                      Diesel/Automatic Chassis, Aluminum or SS Tank, Bottom Load, Two Over-wing Nozzles, One Under-wing Nozzle</p>	<p>\$1,400.00                      or less</p>
<p>New (2015/2016) 750-1,000 Gallon Avgas Refueler                      Diesel/Automatic Chassis, Aluminum or SS Tank, Bottom Load, One Over-wing Nozzle</p>	<p>\$1,300.00</p>
<p>Used (2008-2010) 750-1,000 Gallon Avgas Refueler                      Diesel/Automatic Chassis, Aluminum or SS Tank, Bottom Load, One Over-wing Nozzle</p>	<p>\$800.00                      or less</p>

Notes: New and Used Refuelers are based on availability.

## 4. Refueler Leasing

### **Loaner Fuel Truck**

Emergency or temporary refueler equipment are available at no cost for emergency repairs and special events for up to 30 days. There would be no charge for the use of a relief refueler. Lake Wales will only be responsible for the transportation costs of refueler.

### **FBO Store**

Convenient online access to purchase, additive, fueling equipment and more.

### **Maintenance Support**

Maintenance support includes multiple dedicated resources in the region with flexible options for qualifying local alternatives. Ascent has an in-house refueler department whose sole purpose is to provide service and support to meet the needs of the customer. Highly professional and experienced team provides advice on handling of virtually all mechanical problems with your refuelers. This group is also able to assist with part orders.

## 5. Requirements: Product Delivery Commitment

- Fuel deliveries are ordered by phone at 800-272-3681 or 800-544-3835
- 24/7 dispatch and customer support network with Coast to Coast coverage allowing us to respond to any emergency delivery that may be required. All fuel deliveries will be carefully scheduled and tracked by our logistics team.
- 24 hour delivery service (next business day) when order is placed before 9am the previous day and primary terminals common carriers are operating normally. We reserve the right to exceed this window if circumstances are beyond our control, such as the common carriers schedule, an environmental event, or a terminal outage or closure. Lake Wales would be notified in this situation.
- A delivery checklist is provided to our common carrier delivery drivers. This checklist is provided to remind and insure that proper quality control procedures are followed with each delivery. After the delivery is made, these checklists are faxed to our Dispatch/Supply Team where they are reviewed for thoroughness and accuracy.
- We use aviation dedicated tankers for deliveries.
- Prices are based on full truckload deliveries. All fuel prices are based on a primary supply point. Should local conditions warrant the use of an alternate supply point, the customer is responsible for additional freight and/or supply cost.
- Largest global aviation supply chain – in North America with over 30 plus refiners, 250 terminals and 100 freight relationships

## 6. Quality Control Program

### Fuel Quality Assurance

We supply our branded FBOs with a range of resources so each and every employee can access the latest information on line safety, fuel quality and regulatory compliance. We understand that handling aviation fuel can be complex, and we want to make the process of delivering top-quality fuel and service to your customers as simple and safe as possible.

Third party inspections are performed to insure non-biased evaluation of storage and dispensing equipment. Inspections covers fuel testing procedures, proper use of fuel testing equipment, fuel farm operation and maintenance, refueler operation and maintenance, and record keeping.

As a Phillips 66 branded dealer, Lake Wales will be subject to bi-annual fixed and mobile equipment inspections to ensure branded requirements, procedural and equipment design, are satisfied. This exclusive, superior inspection tracking process demands the Airport review, take action to correct and sign off on the inspections items unlike any other competitive branded offering. This is offered to Phillips 66 dealers at no charge.

## 6. Quality Control - TrustedFuel.com

### TrustedFuel.com – Online Toolkit Exclusively For Our Network of FBOs – no charge

This proprietary website was built by Phillips 66 Aviation fuel quality professionals exclusively for Phillips 66 branded dealers. TrustedFuel.com is a FREE resource that gives Lake Wales Airport staff instant access to a world of information on fuel-related subjects, including the latest Aviation Fuel Handling Guides & Manuals, Health, Safety & Environmental information, technical data and specifications, training tools, and links to additional industry free publications and regulations.

One of the most popular sections of TrustedFuel.com is the Phillips 66 QC training videos. Ranging between 3-9 minutes, these videos visually demonstrate step-by-step fuel quality assurance testing procedures using actual test equipment similar to test equipment that the Airport staff now use.

- The videos include ...
- API Gravity Test
- Free Water Test
- Filter Membrane Test
- Fuel System Icing Inhibitor (FSII)
- Concentration Test
- Nozzle Screens Inspection
- White Bucket Test



## 7. Credit Card Program

### Equipment Provided Free of Charge:

- VeriFone VX570 Point of Sale Machine
- Credit Card Equipment Monthly Maintenance

Credit Card	Rate	Settlement Time
P66 Aviation Card	0%	Within 24-48 business hrs.
P66 Aviation Wings™ Card (Co-Branded AVCARD)	0%	Within 24-48 business hrs.
Colt Contract Fuel	0%	Within 24-48 business hrs.
Visa (Qualified)	2.25%	Within 24-48 business hrs.
Visa (Non-Qualified)	3.25%	
MasterCard (Qualified)	2.25%	Within 24-48 business hrs.
MasterCard (Non-Qualified)	3.25%	
American Express	3.25%	Within 24-48 business hrs.
Discover	3.50%	Within 24-48 business hrs.
Avcard	1.95%	Within 24-48 business hrs.
Multi Service Aviation	3.50%	Within 24-48 business hrs.
AirCard (Retail)	4.25%	Within 24-48 business hrs.

- Funds are available within 24-48 hours by EFT depending on batch settlement times.
- System will provide daily settlements and receipts.
- All equipment and forms used with the POS system as well as any necessary training and technical support will be provided at no charge with a simple phone call.
- Non-Qualified transactions include instances when credit card numbers are manually entered or for self-serve transactions.

## 7. Credit Card Program - Total Aviation Software

**Offered Free of Charge to Lake Wales**

### TOTAL AVIATION SOFTWARE

This desktop and mobile solution is easy to use, FREE, and safely processes transactions. The system that eliminates double entry of data for a more reliable solution and user-friendly icons display basic custom FBO transactions, such as Fuel, APU Service, LAV Service, Landing Fees, etc.

- Eliminates double entry of data for greater reliability
- 100% web-based
- Login anywhere (FBO, home, traveling, etc.)
- Mobile device ready
- Integrated PCI compliant card processing
- Save all credit cards on file (except AIRCard)
- Basic fuel and revenue reporting
- Multiple tax and discount levels supported
- Automatic batching
- Guaranteed privacy and ownership of data
- Safe and secure/daily backups
- Unlimited customer service and support



**total aviation**  
software

## 7. Credit Card Program - AvPos



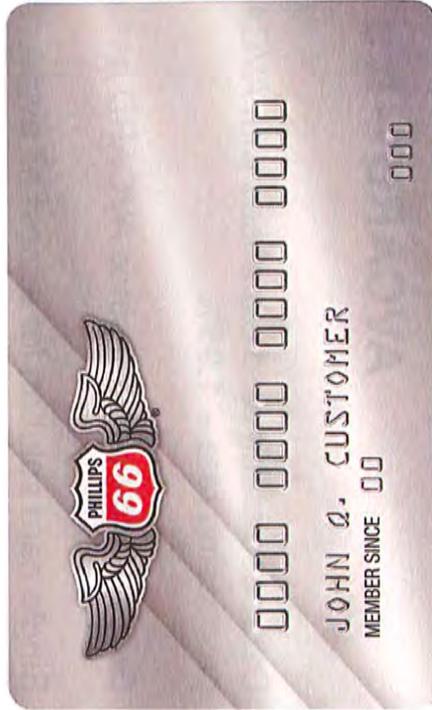
### Offered FREE to City of Lake Wales

AvPOS is an easy-to-use and easy-to-train online aviation point-of-sale. It is designed to replace older legacy aviation credit card terminals (bricks) while adding a few more features such as enhanced revenue reports. AvPOS has Mobile Interface.

## 7. Credit Card Program

### 0% Processing Fees

**Phillips 66® Aviation  
Personal Credit Card**



**Phillips 66® Aviation  
Wings Card**



## 7. Credit Card Program - AVCARD Preferred Rate

### AVCARD – It's Your Everything Card

- Decrease credit card expenses with AVCARD's low processing rate – **1.95%**
- Guaranteed payment since AVCARD assumes all risk
- Single card solution for almost all aviation-related purchases – fuel, ground handling, maintenance and more
- FlyBuys Rewards awarded automatically to cardholders who link their AVCARD to their FlyBuys membership



## 8. Marketing, Advertising, and Promotions

- The World Fuel Services Network is a network of branded FBOs that provide quality fuel, personal service and experienced support. The global network includes FBOs under the Phillips 66 and Ascent brands and the Air Elite service designation.
- Membership in the World Fuel Services Network means access to a comprehensive offering of business and general aviation FBO solutions designed to better serve an FBO's customers and foster their operations' continued success.
- World Fuel Services Network FBOs cater to flight operators by offering Contract Fuel through World Fuel | Colt and provide an extra incentive for operators to use Contract Fuel or AVCARD by awarding enhanced FlyBuys Rewards to customers with every purchase.
- The World Fuel Services Network Marketing Team is available to support WFSN member FBOs in expert review & guidance in the following areas:
  - Advertisement Development (Print, web, social and electronic media)
  - Trade Show & Event planning, organization & ROI
  - Lead Generation
  - Website Development
  - Collateral Development
  - Graphics – print, digital and video
  - PR & Media – Press Releases
  - Analysis of current FBO marketing efforts and assistance in development to support future needs along with tracking/report consultation

## 8. Marketing - Co-Op Advertising

- The funds are accumulated at a rate of \$0.005 per gallon for all jet and avgas GA gallons on an annual basis.
- Accrual based on the previous year's volumes. If necessary we can advance funds.
- An approved branding logo must be used for all advertising, uniforms, marketing & printed materials.
- Claims are processed upon receipt and we can advance the anticipated first year's co-op to assist in covering transitional costs such as uniform changes, business card changes, etc.

Items that Qualify for Co-Op
Advertising
Credit Card Processing Equipment and Software
NATA Safety 1 <sup>st</sup>
Fuel Testing Equipment
Line Service Training
NATA and State Aviation Dues
Premium Items for FBO Promotions
Printed Materials
Trade Shows & Industry Exhibition (plus travel)
Uniforms with Approved Logo
Website
Personnel Training Conference (plus travel)
Aviation Related Website Fees
Promotional Mailings, Communications Tools and Up-selling Programs
Airport/FBO Specific Events
Industry Specific Dues and Subscriptions
WingPoints & FlyBuys Reward Point Purchases
Flight Tracking Subscriptions
Advertising & Communication Agency Marketing And Sales Support Fees
FBO Facility or Personnel Improvements (prior approval required)
Air Elite Network Membership Dues

## 8. Marketing – Promotional Support

World Fuel Services participates actively in the marketing of both our FBO network and our customers

- Ads are run every month in 2 or 3 trade publications
- Any marketing/ads are provided at no cost to the FBO
- Market intelligence with proven channels & techniques
- Press strategies and press release development for your FBO
- Electronic direct mail/e-mail marketing campaigns
- Access to real time and historical flight tracking data through TRAQpak, Passur, FlightAware
- Toolbox at deeply discounted rates



Flight Department Support Materials

Network FBO Ads

## 8. Marketing - Contract Fuel

### An alternative approach to credit card transactions



- The Next Generation in Contract Fuel - A truly global and comprehensive Contract Fuel program designed to provide FBOs processing credit options.
- Leverage your location's market presence through our 27 sales executives, located throughout the world. Our Flight Department sales force's efforts create new business opportunities.
- Seamless electronic processing of contract fuel transactions using the most popular point of sale software systems, featuring accelerated credit card payment without processing fees and secure cash flow delivery through World Fuel | Colt-held receivables!
- Control your margin! Set your own into-plane fees to meet profitability objectives, including tiered pricing.
- Serve more customers: the World Fuel | Colt card is open to both flight departments and resellers and is accepted at 3,000 locations in 200 countries and territories.
- Process any aviation product or service through World Fuel | Colt Contract Fuel Program at no added cost, as long as fuel is a component of the transaction.
- Customers earn FlyBuys Rewards points for every gallon of Contract Fuel from World Fuel | Colt at no additional expense to the FBO.

## 8. Marketing - P66 Contract Into Plane Program



- More than 500 participating members
  - Major and Regional Passenger Airlines
  - Cargo
  - Air Ambulance
  - Fire Fighting, and other specialty operators
- Phillips 66 takes credit risk - NO Credit Risk to FBO (airline exposure)
- No Processing Fee Charged to FBO
- Dealer Establishes their own Into-Wing Fee
- FBO Receives Into-Wing Fee from Phillips 66 within 48 hours

## 8. Marketing - Loyalty Rewards Combo



### The MOST Points. The MOST Places.

- World Fuel Services Aviation Loyalty Program
- 7,600 locations in 190 countries worldwide
- Members earn FlyBuys Rewards automatically when they link and use AVCARD/Wings Card and Contract Fuel or Trip Support with World Fuel | Colt
- Eligibility (Global):
  - Pilots
  - Schedulers & Dispatchers
  - Flight Crew Members
  - Flight Departments
- Free Membership and No Cost to FBO



- Phillips 66 Aviation Loyalty Program
- Over 500 Locations in the U.S.
- WingPoints members earn points instantly by providing their card at the participating locations, and bonus points for using the Wings Card. (Card must be present.)
- Eligibility (U.S. Only):
  - Pilots
  - Schedulers & Dispatchers
  - Flight Crew Members
  - Flight Departments
- Free membership
- Cost to FBO is \$0.02 cents per programmable gallon
- Co-Branded Wings Card must be registered on both the WingPoints and FlyBuys websites to earn points.

## 8. Marketing - Brand Identification

- Phillips 66 brand identification or signage provided.
- Pole and/or building signs available in different sizes.
- Sign and installation costs will be the responsibility of World Fuel Services.
- City of Lake Wales is responsible for any necessary permits and for providing power to the sign.
- City of Lake Wales will be provided with decals and marketing materials for their fuel trucks, fuel system, counters, and building at no cost.
- City of Lake Wales will be provided with vendor's logos to be included with any marketing by the airport according to the vendor's specifications.



## 8. Marketing - EAA Young Eagles Program

### Pilots Earn \$1.00 per Gallon Rebate

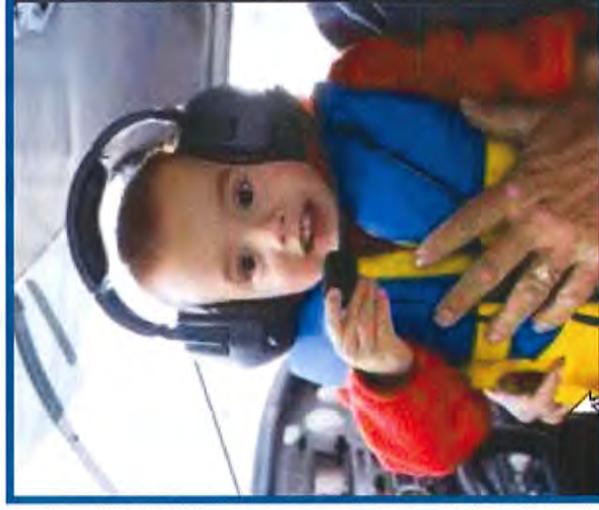
- Pilots must be EAA members flying Young Eagles
- Pay for Avgas with Phillips 66 Aviation Personal Card
- Submit form with copy of fuel receipt
- Rebate provided through Phillips 66 Aviation Personal Card
- No cost to FBO



## 8. Marketing - Compassion Flight Rebates

### Pilots Earn \$1.00 per Gallon Rebate

- Offered to pilots flying for select Compassion Flight Organizations
- Purchase avgas at a P66 Branded FBO with a P66 Personal Card
- Submit rebate form with copy of fuel receipt
- Rebate form managed by the Compassion Flight organizations
- Rebate provided through P66 Personal Card
- No cost to FBO



## 9. Industry Involvement & Commitment

### Aviation Convention/Industry Participation

- World Fuel and its subsidiary companies are active in every part of the General Aviation industry and therefore are visibly present at all domestic and international industry events.
- World Fuel provides the opportunity for FBO's to be a part of our larger presence at NBAA, NBAA Regionals and S&D at highly discounted rates.

### Other Industry Participation

- Over 75 state and local organizations
- Active on NBAA Leadership Council
- MEBA, EBACE, ABACE, LABACE (International)
- NATA (various committees)
- NATA Aviation Business Roundtable
- Florida Aviation Business Association (FABA) Board



## 10. Training: NATA Safety 1<sup>st</sup> PLST

### NATA Safety 1<sup>st</sup> Professional Line Service Training (PLST) “Online”

This online training is available as a World Fuel Service Network and Phillips 66 dealer. The PLST program and certification is recognized throughout the General Aviation community as setting the standard for flightline operations training.

It is a practical, cost effective and computer based training method that puts safety first for your Airport staff. When considering today's cost of travel and valuable time away from day to day business, the PLST program will save your airport time and money!

The training modules include the following topics:

1. Introduction and Ground Servicing
2. Safety
3. General Fuel Servicing
4. General Towing Procedures
5. Fuel Farm Management
6. Customer Service
7. Fire Safety
8. Aviation Security



- **One (1) PLST online programs will be available to Airport Staff annually – No Charge - \$620 Value**
- **Initial Onsite Fuel Quality Assurance training will be conducted at beginning of contract**

## 10. Training: NATA Safety 1st

### Refueling Training “Online”

The NATA's Safety 1st & Phillips 66 *Refueling Training* consists of three (3) modules from the PLST Online. There are no practical exams or hands-on training. This is an abbreviated program that does not satisfy Safety 1st certification criteria but will give students access to a self-printed refueling training certificate for their training records. Students will not receive certificates or patches nor be on the Safety 1st student honor roll.

#### **Module 3: General Fueling Safety**

Introduction to General Fuel Servicing  
Fuel Products and Aircraft Types  
Procedures and Equipment  
Examination

#### **Module 5: Fuel Farm Management**

Introduction to Fuel Farm Management  
Routine Fuel Farm Management  
Advanced Management of Fuel Farms  
Management of Refuelers  
Examination

→ **Two (2) Refueling Training programs will be available to Airport Staff annually – No Charge - \$300 Value**

#### **Module 7: Fire Safety**

Introduction to Fire Safety  
Recognizing Fires and Extinguishing Agents  
Fighting Fires  
Minimizing Fire Risk  
Examination



## 10. Training: NATA Safety 1st

	Phillips 66/World Fuel Services Subsidized Pricing 	NATA Retail Pricing
<b>Safety 1st Online Training Options</b>	NATA Member/ Non-Member (per seat)	NATA Member/ Non-Member (per seat)
Misfueling Prevention Program	No Charge	No Charge
Refueling Training (3-modules)	\$25 / \$25	\$150
Professional Line Service Training (PLST) (8-modules) Meets 14 CFR Part 139.321(e)(2)	\$50 / \$75	\$310 / \$620
Recurrent PLST	\$110 / \$148	\$155 / \$310
Line Service Supervisor & Training Management (Supervisor Online) Meets 14 CFR Part 139.321(e)(1)	\$245 / \$295	\$365 / \$520
Customer Service, Safety & Security (CSSS)	\$80 / \$165	\$125 / \$250
De/Anti-Icing Training	\$115 / \$180	\$155 / \$310

## 10. Training: eLearning Online Training

### eLearning

The eLearning tool is a unique, online training program which was established for World Fuel Services Network Members in order to strengthen the knowledge base of their FBO personnel.

This same computer based e-Learning Tool is now available to the City of Lake Wales staff at absolutely **no charge**. They include the following training modules:

- **Aviation 101** - A training module for a new employee to introduce them to the Aviation industry which covers terminology and basic FBO information.
- **Customer Service Standards** - A training module detailing the customer service standards that every FBO should have in place at their operation and specifics on communication and protocol in all FBOs.
- **Content Library** - A resource library for your easy access and retrieval of forms, guidelines and communications when you need them.
- **Around the World with AVCARD** - A training module that provides suggestions on how best to ask for your preferred credit card & promote the advantages to pilots and flight crews with our FlyBuys Pilot Loyalty Program training included.

## 11. Liability Insurance

With a minimum base coverage of \$1,000,000 in liability insurance, City of Lake Wales will be added to a \$50,000,000 excess aircraft fueling liability policy free of charge.

### **Insurance Language from our standard Fuel Supply Agreement ...**

- (a) Customer shall maintain at Customer's own expense during the term of this Agreement: (i) Workers' Compensation and Employment Liability Insurance as prescribed by applicable law; (ii) Aviation General Liability (bodily injury and property damage) Insurance of not less than \$1,000,000 combined single limit per occurrence, but in the aggregate with respect to Products and Completed Operations Liability and any one offense/aggregate with respect to Personal Injury, and including but not limited to, personal injury, premises-operations, products and completed operations, and contractual Liability; (iii) Business Automobile Liability (bodily injury and property damage) Insurance of not less than \$1,000,000.00 combined single limit per occurrence, on all owned, non-owned and hired vehicles which are used by Customer; and (iv) any other insurance or surety bonding that may be required under the laws, ordinances and regulations of any governmental authority.
- (b) The insurance specified in subsection (a) of this Section 13 shall require the insurer to provide Seller with thirty (30) days' prior written notice of any cancellation or material change in the insurance and shall name Seller as additional insured. The insurance required under clause (i) of subsection (a) above shall contain a waiver of subrogation against Seller and an assignment of statutory lien, if applicable.
- (c) The insurance required under subsection (a) above shall provide that it is primary coverage to insurance carried by Seller. The insurance required above shall be issued by insurance companies which are reasonably acceptable to Seller. The insurance companies shall have no recourse against Seller, or any other additional insured, for payment of any premiums or assessments under any policy issued by a mutual insurance company. Customer shall be responsible for all deductibles in all of Customer's insurance policies. Customer shall furnish Seller with certificates for all insurance coverage.
- (d) Seller has the right to modify, delete, add to or otherwise change the insurance requirements set forth in sections (a) through (c) inclusive provided that Seller provides Customer with thirty (30) days' notice of such change.

## 11. Aviation Insurance Con't

World Fuel | Colt delivers first-rate, cost-effective business aviation insurance services with personalized service you can count on.

➤ **Expert Insurance Coverage Including**

- Aircraft
- Property
- Liability
- Commercial

➤ **Proactive Safety & Risk Management Consulting**

- Hazard – Risk that could lead to bodily injury or property damage loss
- Operational – Risk associated with the execution of business functions
- Financial – Risk that encompasses areas affecting a business' general finance activities
- Strategic – Risk that affects the organization's business mission

➤ **We help you choose the right policies to protect your business**



## 12. Crisis Management Plan

All Phillips 66 emergency protocol material including forms, posters and reporting process will be provided to FBO.

All reported incidents will be coordinated by Phillips and a report of findings will be provided using the P66 inspection process.

Everything possible is done to insure delivery of clean, dry, and on-spec product. Very rarely there are situations where product is delivered or comes off spec while in storage. In those cases, a call to our office starts a process where product is tested at a certified lab. If found to be off-spec it is removed and disposed of safely. We then work with a qualified contractor to insure all equipment is suitable for product storage and can be safely returned to service.

In the event that it is found that off-spec product is delivered to the facility, all costs are covered by Phillips 66 and/or WFS.

**AIRCRAFT ACCIDENT REPORTING**

- 1 STOP** Selling Fuel
- 2 IDENTIFY** Customers that Uplifted Fuel
- 3 CONTACT** Phillips 66<sup>®</sup> Aviation at 800-234-6603  
Illustrator required, dealers should also contact their Aviation Manager
- 4 COMPLETE** the "Aircraft Accident Report"

Aircraft Accident Report Form Goes Here  
For additional copies  
go to [www.phillips66.com](http://www.phillips66.com)  
or  
call Phillips 66<sup>®</sup> Aviation Customer Service at 800-234-6603

## 12. Crisis Management Plan Con't

In the event of supply interruptions at primary terminals used for Lake Wales, World Fuel Services has other conveniently located alternate terminals to ensure timely product delivery.

Airport staff will be advised of the situation and given a choice to wait until the primary is back online or receive fuel from one of the alternate terminals.

For unexpected emergencies arising with any of the airports dispensing equipment, World Fuel Service has licensed, qualified regional contractors available on a moment's notice to assist airport staff to minimize interruptions in fuel delivery operations.

## 13. Investment by Proposer

- With award of RFP, World Fuel Services will provide funds in the amount of \$1,500 for fuel farm or directional signage improvements.

## Section IV: Assigned Personnel



## Offices & Assigned Personnel

### **Ascent Aviation Group, Inc.**

1 Mill Street  
Parish, NY 13131  
Phone: 800-272-3681  
Fax: 315-625-7371

The legal entity submitting the bid. Ascent is a wholly owned subsidiary of World Fuel Services, Inc. and the largest Phillips 66® aviation fuel distributor in the United States. Ascent Aviation became part of the World Fuel Services Network (WFSN) in 2011 as the premier bulk distributor of Branded and Unbranded Aviation Fuel for domestic FBO operations. We support quality aviation service operations and focus on business growth for the FBO's in our network.

### **Dedicated Account Representative**

John Stafford  
Regional Sales Executive  
Cell# 954-309-4354  
jstafford@wfsCorp.com

### **Dedicated Dispatch Dept.**

#### **24/7 Emergency Dispatch**

Parish, NY Dispatch Office  
Toll Free -- 800-272-3681

Tampa FL Dispatch Office  
Toll Free -- 800-544-3835

### **Marketing Group**

Located in our Tampa Office  
3000 Bayport Drive, Suite 470  
Tampa, FL 33607  
Phone: 800-544-3835

## Assigned Personnel: Qualifications / Experience

Wesley Earl, Sales Director – Business & General Aviation

- 26 years industry experience with World Fuel Services
- Florida Business Aviation Association (FABA) Board Member (Current)

John Stafford, Regional Sales Executive – Business & General Aviation

- 10 years experience with World Fuel Services
- 28 years industry experience managing day-to-day operations and marketing FBO's

Darren Fuller, VP, Business Development - Business & General Aviation

- 6 years aviation refueler purchasing and management experience
- Three years Fuel Farm construction experience
- NATA Airports Committee Member 2010-2013

Maritza Kessler, Client Coordinator/Sales and Program Support

- 12 year Aviation Customer Support

Reed Fuller, QA & Product Integrity Manager

- 14 years Aviation Industry Experience
- LSST QC Trainer
- 3 Line Service - Nantucket Airport

Amy Hall-Bernys, Dispatch/Customer Service Representative

- 17 years Customer Service
- Dispatch Representative for reservations & coordination personnel for all aviation fuel orders

# Administrative Support

## Territory Managers

- New FBO's
- Relationship / Account Management
- "Ownership" of Account / Airport Strategy

## FBO Solutions Team

- Product Utilization (AVCARD, Flybuys, Contract Fuel)
- Training
- Products Revenue Management
- Facilitate Implementation of Account / Airport Strategy

## ACE Team

- Customer Experience
- Feedback
- Retention
- Account Support
- Special Projects
- Event Coordination
- The "Hub"

*It's more than just delivering fuel...*

## Section V: Subcontractors



## Subcontractors

1. Apex – Phillips 66 Aviation third-party quality assurance inspections.
2. Approved Common Carriers for delivery of aviation fuels.

## Section VI: Conflict of Interest



## Conflict of Interest

No known conflicts of interest with other clients of World Fuel Services, its subsidiaries, or its agents exist with the City of Lake Wales Municipal Airport.

## References

**Marco Island Collier County**  
Marco Island Airport (KMKY)  
2003 Mainsail Drive  
Naples, FL 34114  
Contact: Justin Lobb, Airport Manager  
PH# 239-394-3355  
Email: justinlobb@colliergov.net

**City of Winter Haven**  
Winter Haven Municipal Airport (KGIF)  
2073 Highway 92W  
Winter Haven, FL 33881  
Contact: Leo Treggi, Airport Director  
PH# 863-298-4551  
Email: ltreggi@mywinterhaven.com

**Suncoast Air Center**  
Venice Municipal Airport (KVNC)  
400 Airport Avenue East  
Venice, FL 34285  
Contact: Alex Landry  
PH# 941-485-1799 x102  
Email: alandry@suncoastaircenter.com

**Immokalee Collier County**  
Immokalee Regional Airport (KIMM)  
165 Airpark Blvd.  
Immokalee, FL 34142  
Contact: Justin Lobb, Airport Manager  
PH# 239-394-3355  
Email: justinlobb@colliergov.net

**Sebring Airport Authority**  
Sebring Regional Airport (KSEF)  
128 Authority Lane  
Sebring, FL 33870  
Contact: Jason Ali, General Manager  
PH# 863-655-6455  
Email: Jali@volloaviation.com



**Thank You**





**SIGNATURE ACKNOWLEDGEMENT  
(SUBMITTAL PAGE)**

To The City of Lake Wales, a Florida municipal corporation:

Date: 8/1/16

I certify that this proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a proposal for the same construction, service or material and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this proposal and certify that I have read and understand the proposal documents. I have completed and submitted all proposal submittal forms, and I am authorized to sign this proposal for the proposer. In submitting a proposal to the City, the proposer offers and agrees that if the proposal is accepted, the proposer will convey, sell, assign or transfer to the City all rights, titles and interests in and to all causes of action it may now or hereafter acquire under the Anti-Trust Laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the proposer.

Ascent Aviation Group, Inc.  
VENDOR NAME

  
AUTHORIZED SIGNATURE (MANUAL)

One Mill Street  
MAILING ADDRESS

Darren B. Fuller  
NAME (TYPED OR PRINTED)

Parish, NY 13131  
CITY, STATE AND ZIP CODE

Vice President  
TITLE (TYPED OR PRINTED)

315-625-7299  
(AREA CODE) TELEPHONE NUMBER

800-272-3681  
TOLL FREE NUMBER

315-625-7371  
(AREA CODE) FAX NUMBER

dfuller@wfscorp.com  
E-MAIL ADDRESS

Any other Government Agency may use this proposal. [ ] YES [X] NO [ ] N/A

A City check will be accepted as method of payment. [X] YES [ ] NO

**NOTE: If Proposer checks "yes" above, Proposer agrees that the City will use a City check for the payment of any and all invoices submitted as a result of the performance of this proposal.**



**NON-COLLUSIOIN AFFIDAVIT OF PRIME PROPOSER  
(SUBMITTAL PAGE)**

State of New York

County of Oswego

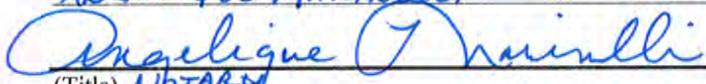
Richard D. McMichael, Being first  
Duly sworn, deposes and says that:

1. he/she is Senior VP of Ascent Aviation Group, Inc., the Proposer that has submitted the attached Proposal;
2. he/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
3. Such Proposal is genuine and is not a collusive or sham Proposal;
4. Neither the said Proposers nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiliate has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer, firm or person to submit a collusive or sham Proposal in connection with such Contract or has in any manner, directly or indirectly, sought by agreement or collusion of communication or conference with any other Proposer, firm or person to fix the price or prices in the attached proposal of any other Proposer, or to fix any overhead, profit or cost element of the Proposal Price or the Proposal Price of any other Proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City or any person interested in the proposed Contract; and
5. The price or prices quoted in the attached Proposals are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees or parties in interest, including this affiliate.

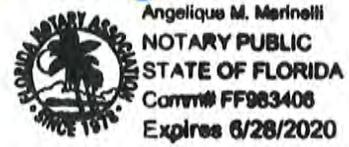
Signed: 

Title: Senior Vice President

Subscribed and sworn to before me this 28 day of July, 20 16  
ANGELIQUE MARINELLI

  
(Title) NOTARY

My Commission Expires: 06/28



THE UNIVERSITY OF CHICAGO  
LIBRARY  
540 EAST 57TH STREET  
CHICAGO, ILL. 60637  
TEL: 773-936-3200

**DRUG-FREE WORKPLACE FORM**  
**(SUBMITTAL PAGE)**

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies

That Ascent Aviation Group, Inc. does:  
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employee for violations of such prohibition
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation programs, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under proposal a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employee that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the Terms of the statement and will notify the employer of any conviction of, plea of guilty or nolo contendere to, any violation of Chapter 1893 or of any controlled substance law of United States any state, for a violation occurring in the workplace no later than five (5) days after such Conviction.
5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or Rehabilitation program, if such is available in the employee's community, by any employee Who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.



\_\_\_\_\_  
Proposer's Signature

7/28/16

\_\_\_\_\_  
Date



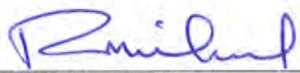
**INSURANCE  
(SUBMITTAL PAGE)**

By signing below the Proposer is stating that they fully understand the insurance requirements for the project and if awarded the proposal will provide all insurance coverage as required in RFP 16-416.

The requirements are as follows:

- Proposer is insured with a company licensed to do business in the State of Florida
- The insurance company is rated A VIII or better by A.M. Best Rating Company (Workers Compensation, General and Automobile policies)
- The City will be named as an additional insured for general and automobile liability
- The certificate will contain a 30-day written notice of cancellation and a 10-day written notice of non-payment
- The General Liability and Worker's Compensation policies will contain waiver of subrogation in favor of The City

Ascent Aviation Group, Inc.  
Company Name

  
Proposer (signature)



**INDEMNIFICATION**

To the fullest extent permitted by laws and regulations, and in consideration of the amount stated on any Purchase Order, the Contractor shall defend, indemnify, and hold harmless the City, its officers, directors, agents, guests, invitees, and employees from and against all liabilities, damages, losses, and costs, direct, indirect, or consequential ( including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals and court and arbitration costs) arising out of or resulting from any acts of negligence, recklessness or intentional wrongful misconduct in the performance of the work by the Contractor, any Subcontractor, or any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable.

In any and all claims against the City, or any of its officers, directors, agents, or employees by any employee of the Contractor, any Subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, this indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any Subcontractor or other person or organization under workers' or workmen's compensation acts, disability benefit acts, or other employee benefit acts, nor shall this indemnification obligation be limited in any way by any limitation on the amount or type of insurance coverage provided by the City, the Contractor, or any of his Subcontractors. To the extent this Indemnification conflicts with any provision of Florida Law or Statute, this indemnification shall be deemed to be amended in such manner as to be consistent with such Law or Statute.

**Subrogation:** The Contractor and his Subcontractors agree by entering into this contract to a Waiver of Subrogation for each required policy herein. When required by the insurer, or should a policy condition not permit Contractor or Subcontractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then Contractor or Subcontractor agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should Contractor or Subcontractor enter into such an agreement on a pre-loss basis.

**Release of Liability:** Acceptance of the Contractor of the last payment shall be a release to the City and every officer and agent thereof, from all claims and liability hereunder for anything done or furnished for, or relating to the work, or for any act or neglect of the City or of any person relating to or affecting the work.

**Savings Clause:** The parties agree that to the extent the written terms of this Indemnification conflict with any provisions of Florida laws or statutes, in particular Sections 725.06 and 725.08 of the Florida Statutes, the written terms of this indemnification shall be deemed by any court of competent jurisdiction to be modified in such a manner as to be in full and complete compliance with all such laws or statutes and to contain such limiting conditions, or limitations of liability, or to not contain any unenforceable, or prohibited term or terms, such that this Indemnification shall be enforceable in accordance with and to the greatest extent permitted by Florida Law.

BY: *R. [Signature]*  
Signature of Owner or Officer

DATE: 07/28/16

ATTEST: ANGELIQUE MARINELLI  
Corporate Secretary or Witness

STATE OF: New York FLORIDA

*Angeliqne Marinelli*





COUNTY OF: Oswego DAOE

Organization Phone Number 315-625-7299

The foregoing instrument was acknowledged before me this 28 day of July 2014 by  
Richard McMichael of World Fuel Services  
Printed Name Company Name

He/She is personally known to me or has produced \_\_\_\_\_ as  
State Drivers License Number

Identification, and did  /did not \_\_\_\_\_ take an oath.

Angelique J Marinelli  
Signature of Person Taking Acknowledgment

ANGELIQUE MARINELLI  
Name of Person Taking Acknowledgment



NOTARY PUBLIC  
STATE OF FLORIDA  
Comm# FF983406  
Expires 6/28/2020

Notary Seal

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48106-1000



PEC-1/2

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a), FLORIDA STATUTES,  
ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR  
OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to \_\_\_\_\_  
[print name of the public entity]

by Richard D. McMichael, Senior Vice President  
[print individual's name and title]

for Ascent Aviation Group, Inc.  
[print name of entity submitting sworn statement]

whose business address is One Mill Street, Parish, NY 13131

and (if applicable) its Federal Employer Identification Number (FEIN) is 16-1353957

(if the entity has no FEIN, include the Social Security Number of the individual signing this  
sworn statement: \_\_\_\_\_.)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:  
1. A predecessor or successor of a person convicted of a public entity crime; or  
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" included those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate.

The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.



5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [indicate which statement applies]

X  Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. [attached is a copy of the final order]

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Richard  
[signature]

STATE OF FLORIDA  
COUNTY OF ~~POEK~~ DADE

The foregoing instrument was acknowledged before me this 28 DAY of JULY, 2016  
by Richard D. McMichael who is personally known to me and who did  did not

take an oath.

Angelique Marinelli

Notary Public, Commission No.:  
My Commission Expires:

ANGELIQUE MARINELLI

(printed name)  
Angelique M. Marinelli  
**NOTARY PUBLIC**  
**STATE OF FLORIDA**  
Comm# FF983406  
Expires 6/28/2020



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**Fuel/Pollutants License**

Issued Pursuant to Chapter 206, Florida Statutes

DR-114  
R. 02/05  
12/05/15

ASCENT AVIATION GROUP INC  
1 MILL ST  
PARISH NY 13131-4123

Dear Taxpayer:

Attached below is your Fuel/Pollutants tax license issued pursuant to Chapter 206 of the Florida Statutes. This authorizes the license holder to engage in the fuel/pollutants activity classifications listed on the license. The license must be displayed conspicuously at the principal place of business. The license is only valid for the person/business named and cannot be transferred or assigned to another entity or person. Whenever the license is held by a corporation or business entity, there can be no change of stock, ownership, or equity without prior approval by the Department. The license is only valid through the expiration date listed. If no expiration date is listed, the license is valid until notified by the Department.



**Fuel/Pollutants License**

Issued Pursuant to Chapter 206, Florida Statutes

DR-114  
R. 02/05  
12/05/15

License Number: 728662  
FEIN Number: 16-1353957

Expiration Date: 12/31/2016

License Activity: Pollutants-Importer  
Pollutants-Exporter  
Wholesaler  
Importer  
Exporter

ASCENT AVIATION GROUP INC  
1 MILL ST  
PARISH NY 13131-4123

Location:

**License is Not Transferable – It Must be Posted in a Conspicuous Place**  
This business has complied with the required provisions of Chapter 206, Florida Statutes, and is authorized to engage in fuel activities under the license activity classification listed above. If no expiration date is listed, the license is valid until notified by the Department of Revenue.



## Request for Taxpayer Identification Number and Certification

**Give Form to the  
requester. Do not  
send to the IRS.**

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>ASCENT AVIATION GROUP, INC.</b>		
	2 Business name/disregarded entity name, if different from above		
	3 Check appropriate box for federal tax classification; check only <b>one</b> of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <b>Note.</b> For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>	
	5 Address (number, street, and apt. or suite no.) <b>One Mill Street</b>	Requester's name and address (optional)	
	6 City, state, and ZIP code <b>Parish, NY 13131</b>		
	7 List account number(s) here (optional)		

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

<b>Social security number</b>	
[ ] [ ] [ ] - [ ] [ ] - [ ] [ ] [ ] [ ]	
<b>or</b>	
<b>Employer identification number</b>	
1 6 - 1 3 5 3 9 5 7	

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶ <b>05/20/2015</b>
------------------	----------------------------	--------------------------

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
  - Form 1099-C (canceled debt)
  - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
- If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.*
- By signing the filled-out form, you:
- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
  - Certify that you are not subject to backup withholding, or
  - Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
  - Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



## MEMORANDUM

---

**DATE:** August 30, 2016

**TO:** Honorable Mayor and City Commission

**VIA:** Kenneth Fields, City Manager

**FROM:** James Slaton, Public/Support Services Director

**SUBJECT:** Contract Award – Granicus, Inc.

**SYNOPSIS:** *Staff is requesting Commission approval of the vendor selection of Granicus, Inc. for video streaming and archiving services.*

### RECOMMENDATION

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

1. Approve the contract with Granicus, Inc.
2. Authorize the City Manager to execute the contract on behalf of the City.

### BACKGROUND

The City Commission meetings and the other public meetings held in the Commission Chambers are only aired live on Comcast cable. Residents that use Cable TV service providers other than Comcast are unable to watch municipal public meetings live. Polk Government Television (PGTV) does re-broadcast the City of Lake Wales Commission meetings on the PGTV channels, but not until three days after the original meetings have aired. Recorded Commission meetings are also accessible via the City's and PGTV's web sites three days after the original meetings have aired. While this has been helpful to some degree, there is still a desire to make live public meetings accessible to everyone in the community.

Granicus, Inc. provides video streaming and archiving solutions specifically designed for government entities. The Granicus solution will allow the City to stream public meetings live over the Internet and will provide access to unlimited archived video footage. The software also integrates the recorded video footage with the meeting agendas and makes it possible for residents to watch only the portions of the meetings they are interested in.

While there are similar providers of this particular service, Granicus Inc. is one of the most experienced with over 1,100 government clients in the U.S. utilizing their services. Much of the functionality of Granicus' solution is unique to their company and is outlined in the attached Sole Source Letter. The contract amount for the proposed service is well below the City's requirement for soliciting sealed proposals. City staff did evaluate several other vendors, but found Granicus, Inc. to have the superior product for the value.

\$7,000 was approved in the FY2016 budget for the acquisition of video streaming components. Granicus, Inc.'s proposal of \$2,500 for initial setup and \$400 per month is well below the approved budget amount. Monthly services charges for a video streaming service are included in the FY2017 proposed budget.

### OTHER OPTIONS

The City Commission may choose not to enter into this contract with Granicus, Inc. may direct staff to seek another provider.

**FISCAL IMPACT**

\$7,000 was approved in the FY2016 budget for the acquisition of video streaming components. Granicus, Inc.'s proposal of \$2,500 for initial setup and \$400 per month is well below the appropriated funds.

**ATTACHMENTS**

Agreement with Granicus, Inc.

Proposal from Granicus, Inc.

Sole Source Letter from Granicus, Inc.

## GRANICUS, INC. SERVICE AGREEMENT

THIS SERVICE AGREEMENT (the “Agreement”), dated as of August 30, 2016 (the “Effective Date”), is entered into between Granicus, Inc. (“Granicus”), a California Corporation, and \_\_\_\_\_, a \_\_\_\_\_ (the “Client”). Additional definitions of capitalized terms used herein are set forth in Section 12 hereof.

A. WHEREAS, Granicus is in the business of developing, licensing, and offering for sale various streaming media solutions specializing in Internet broadcasting, and related support services; and

B. WHEREAS, Granicus desires to provide and Client desires to (i) purchase the Granicus Solution as set forth in the Proposal, which is attached as Exhibit A, and incorporated herein by reference, (ii) engage Granicus to integrate its Granicus Software onto the Client Website, (iii) use the Granicus Software subject to the terms and conditions set forth in this Agreement, and (iv) contract with Granicus to administer the Granicus Solution through the Managed Services set forth in Exhibit A.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements, covenants, representations, and warranties herein contained, the parties hereto agree as follows:

### 1. GRANICUS SOFTWARE AND MANAGED SERVICES.

1.1 Software and Services. Subject to the terms and conditions of this Agreement, Granicus will provide Client with the Granicus Software, and Managed Services that comprise the Granicus Solution as outlined in Exhibit A. Managed Services shall mean the services provided by Granicus to Client as detailed in Exhibit A. Managed Services Fee shall mean the monthly cost of the Managed Services, as detailed in Exhibit A.

### 2. GRANT OF LICENSE.

2.1 Ownership. Granicus, and/or its third party supplier, owns the copyright and/or certain proprietary information protectable by law in the Granicus Software.

2.2 Use. Granicus agrees to provide Client with a revocable, non-transferable and non-exclusive license to access the Granicus Software listed in the Proposal and a revocable, non-sublicensable, non-transferable and non-exclusive right to use the Granicus Software. All Granicus Software is proprietary to Granicus and protected by intellectual property laws and international intellectual property treaties. Pursuant to this Agreement, Client may use the Granicus Software to perform its own work, including Client's work with its customers/constituents. Cancellation of the Client's Managed Services will also result in the immediate termination of the Client's Software license as described in Section 2.2 hereof.

2.3 Limited Warranty; Exclusive Remedies. Subject to Sections 6.1 and 6.2 of this Agreement, Granicus warrants that the Granicus Software, as provided by Granicus, will substantially perform in accordance with the functionality and features as described in the Proposal for as long as the Client pays for and receives Managed Services. Client's sole and exclusive remedy for any breach by Granicus of this warranty is to notify Granicus, with sufficient detail of the nonconformance, and provide Granicus with a reasonable opportunity to correct or replace the

defective Granicus Software. Client agrees to comply with Granicus' reasonable instructions with respect to the alleged defective Granicus Software.

2.4 Limitations. Except for the license in Section 2.2, Granicus retains all ownership and proprietary rights in and to the Granicus Software, and Client is not permitted, and will not assist or permit a third party, to: (a) utilize the Granicus Software in the capacity of a service bureau or on a time share basis; (b) reverse engineer, decompile or otherwise attempt to derive source code from the Granicus Software; (c) provide, disclose, or otherwise make available the Granicus Software, or copies thereof, to any third party; or (d) share, loan, or otherwise allow another Meeting Body, in or outside its jurisdiction, to use the Granicus Software, or copies thereof, except as expressly outlined in the Proposal.

### 3. PAYMENT OF FEES

3.1 Client agrees to pay all fees, costs and other amounts as outlined in the Proposal in Exhibit A.

3.2 Fifty percent (50%) of all up-front fees for all products are due upon Granicus' receipt of an executed agreement or purchase order, as appropriate. The remaining fifty percent (50%) of up-front fees for each product are due upon delivery of the respective product.

3.3 Annual billing for Managed Services for associated products shall begin upon completion of delivery as defined under Section 3.4 below. Client shall be invoiced for a twelve (12) month period commencing upon delivery of the configured product(s). Thereafter, Client will be billed annually in advance. Client agrees to pay all invoices from Granicus within thirty (30) days of receipt of invoice. Client acknowledges that products may be delivered and fully operational separate from the other purchased products.

3.4 For Granicus Hardware, delivery is complete once the Client receives Hardware components with the configured Granicus Software. For Granicus Software, delivery is complete once the Software is installed, configured, tested and deemed by Granicus to be ready for Client's use, irrespective of any training services provided to Client by Granicus. Upon Granicus Hardware and/or Software delivery, Client will have fifteen (15) days to notify Granicus of any issues or problems. If Client notifies Granicus within such fifteen (15) day period of issues or problems, Granicus will promptly work to fix those issues or problems. Granicus oftentimes sells multiple software suites in one transaction. For Clients that have purchased multiple suites, Granicus reserves the right to start invoicing on a per suite basis when considered delivered.

3.5 Granicus, Inc. shall send all invoices to:

Name:  
Title:  
Address:  
Email:

3.6 Upon each yearly anniversary of Granicus Hardware and Software delivery as defined under Section 3.4 above during the term of this Agreement (including both the initial term and all renewal terms), the Granicus Managed Service Fees shall automatically increase from the previous Managed Service Fees by five (5) percent per annum.

3.7 Training Usage Policies. Granicus has established best practice training plans around success with Granicus services, and Clients are encouraged to take advantage of all purchased training up-front in order to achieve the maximum amount of success with their services. All purchased training must be completed within ninety (90) days of the date of the project kickoff call. Any purchased training not used during this ninety (90) day period will expire. If Client feels that it is necessary to obtain more training after the initial ninety (90) day period, Client may purchase additional training at that time.

3.8 Training Cancellation Policies. Granicus' policies on Client cancellation of scheduled trainings are as follows:

(a) Onsite Training. For any cancellations within forty-eight (48) hours of the scheduled onsite training, Granicus, at its sole discretion, may invoice the Client for one hundred (100) percent of the purchased training costs and all travel expenses, including any incurred third party cancellation fees. Subsequent training will need to be purchased and scheduled at the previously quoted pricing.

(b) Online Training. For any cancellations within twenty-four (24) hours of the scheduled online training, Granicus, at its sole discretion, may invoice the Client for fifty (50) percent of the purchased training costs, including any incurred third party cancellation fees. Subsequent training will need to be purchased and scheduled at the previously quoted pricing.

#### 4. CONTENT PROVIDED TO GRANICUS

4.1 Responsibility for Content. The Client shall have sole control and responsibility over the determination of which data and information shall be included in the Content that is to be transmitted, including, if applicable, the determination of which cameras and microphones shall be operational at any particular time and at any particular location. However, Granicus has the right (but not the obligation) to remove any Content that Granicus believes violates any applicable law or this Agreement.

4.2 Restrictions. Client shall not provide Granicus with any Content that: (i) infringes any third party's copyright, patent, trademark, trade secret or other proprietary rights; (ii) violates any law, statute, ordinance or regulation, including without limitation the laws and regulations governing export control and e-mail/spam; (iii) is defamatory or trade libelous; (iv) is pornographic or obscene, or promotes, solicits or comprises inappropriate, harassing, abusive, profane, defamatory, libelous, threatening, indecent, vulgar, or otherwise objectionable or constitutes unlawful content or activity; (v) contains any viruses, or any other similar software, data, or programs that may damage, detrimentally interfere with, intercept, or expropriate any system, data, information, or property of another.

#### 5. TRADEMARK OWNERSHIP. Granicus and Client's Trademarks are listed in the Trademark Information exhibit attached as Exhibit D.

5.1 Each Party shall retain all right, title and interest in and to their own Trademarks, including any goodwill associated therewith, subject to the limited license granted pursuant to Section 5.2 hereof. Upon any termination of this Agreement, each Party's right to use the other Party's Trademarks pursuant to this Section 5 terminates.

5.2 Each Party grants to the other a non-exclusive, non-transferable (other than

as provided in Section 5 hereof), limited license to use the other Party's Trademarks as is reasonably necessary to perform its obligations under this Agreement, provided that any promotional materials containing the other Party's Trademarks shall be subject to the prior written approval of such other Party, approval of which shall not be unreasonably withheld.

## 6. LIMITATION OF LIABILITY

6.1 Warranty Disclaimer. Except as expressly provided herein, Granicus' services, software and deliverables are provided "as is" and Granicus expressly disclaims any and all express or implied warranties, including but not limited to implied warranties of merchantability, and fitness for a particular purpose. Granicus does not warrant that access to or use of its software or services will be uninterrupted or error free. In the event of any interruption, Granicus' sole obligation shall be to use commercially reasonable efforts to restore access.

6.2 Limitation of Liabilities. To the maximum extent permitted by applicable law, Granicus and its suppliers and licensors shall not be liable for any indirect, special, incidental, consequential, or punitive damages, whether foreseeable or not, including but not limited to: those arising out of access to or inability to access the services, software, content, or related technical support; damages or costs relating to the loss of profits or revenues, goodwill, data (including loss of use or of data, loss or inaccuracy or corruption of data), or cost of procurement of substitute goods, services or technology, even if advised of the possibility of such damages and even in the event of the failure of any exclusive remedy. In no event will Granicus' and its suppliers' and licensors' liability exceed the total amount of Managed Services Fees paid by Client under this Agreement for the six (6) month period prior to the date the claim arose, regardless of the form of the claim (including without limitation, any contract, product liability, or tort claim (including negligence, statutory or otherwise)).

## 7. CONFIDENTIAL INFORMATION & OWNERSHIP.

7.1 Confidentiality Obligations. Each party agrees to keep confidential and not disclose to any third party, and to use only for purposes of performing or as otherwise permitted under this Agreement, any Confidential Information of the other Party. The receiving party shall protect the Confidential Information using measures similar to those it takes to protect its own confidential and proprietary information of a similar nature but not less than reasonable measures. Each party agrees not to disclose the Confidential Information to any of its Representatives except those who are required to have the Confidential Information in connection with this Agreement and then only if such Representative is either subject to a written confidentiality agreement or otherwise subject to fiduciary obligations of confidentiality that cover the confidential treatment of the Confidential Information.

7.2 Exceptions. The obligations of this Section 7 shall not apply if receiving party can prove by appropriate documentation that such Confidential Information (i) was known to the receiving party as shown by the receiving party's files at the time of disclosure thereof, (ii) was already in the public domain at the time of the disclosure thereof, (iii) entered the public domain through no action of the receiving party subsequent to the time of the disclosure thereof, or (iv) is required by law or government order to be disclosed by the receiving party, provided that the receiving party shall (i) if permitted by applicable law, notify the disclosing party in writing of such required disclosure as soon as reasonably possible prior to such disclosure, (ii) use its commercially reasonable efforts at its expense to cause such disclosed Confidential Information to be treated by such governmental authority as trade secrets and as confidential.

7.3 Public Records Responsibilities. Pursuant to Section 119.0701, Florida Statutes, for any tasks performed by Granicus when acting as an agent of the Client, Granicus shall: (a) keep and maintain all public records, as that term is defined in Chapter 119, Florida Statutes (“Public Records”), that ordinarily and necessarily would be required by the Client in order to perform the work contemplated by this Agreement; (b) provide the public with access to Public Records, on the same terms and conditions that the Client would provide the records and at a cost that does not exceed the costs provided in Chapter 119, Florida Statutes, or as otherwise provided by law; (c) ensure that Public Records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; (d) meet all requirements for retaining Public Records and transfer, at no cost, to the Client all public records in possession of Granicus within thirty (30) days after termination of this Agreement, however terminated, and destroy any duplicate Public Records that are exempt or confidential and exempt from public records disclosure requirements and provide the Client with a letter confirming that this has been done within thirty (30) days of the termination of this Agreement. All Public Records stored electronically must be provided to the Client in a format that is compatible with the information technology of the Client. If Granicus does not comply with a public records request, the Client may pursue any and all remedies available in law or equity, including but not limited to specific performance. The provisions of this section only apply to those tasks in which Granicus is acting as an agent of the Client.

## 8. TERM

(a) The term of this Agreement shall commence on the date hereof and shall continue in full force and effect for thirty-six (36) months after the date hereof. This Agreement shall automatically renew in perpetuity for terms of one (1) year each, unless either party notifies the other in writing at least thirty (30) days prior to such automatic renewal that the party does not wish to renew this Agreement. The performance of the City of Lake Wales and its obligation to pay under this Agreement is contingent upon annual appropriation by the City Commission of Lake Wales.

8.2 Rights Upon Termination. Upon any expiration or termination of this Agreement, and unless otherwise expressly provided in an exhibit to this Agreement:

(a) Client’s right to access or use the Granicus Solution, including Granicus Software, terminates and Granicus has no further obligation to provide any services;

(b) Client shall immediately return the Granicus Software and all copies thereof to Granicus, and within thirty (30) days of termination, Client shall deliver a written certification to Granicus certifying that it no longer has custody of any copies of the Granicus Software.

(c) Client shall refer to Exhibit E for the four (4) termination/expiration options available regarding Content.

8.3 Obligations Upon Termination. Upon any termination of this Agreement,

(a) the parties shall remain responsible for any payments that have become due and owing up to the effective date of termination;

(b) the provisions of 2.1, 2.4, 3, 4, 5, 6, 7, 8.2, 11, and 12 of the Agreement, and applicable provisions of the exhibits intended to survive, shall survive termination of this Agreement and continue in full force and effect;

(c) pursuant to the termination or expiration options regarding Content as set forth on Exhibit E, Granicus shall allow the Client limited access to the Client's Content, including, but not limited to, all video recordings, timestamps, indices, and cross-referenced documentation. The Client shall also have the option to order hard copies of the Content in the form of compact discs or other equivalent format; and

(d) Granicus has the right to delete Content within sixty (60) days of the expiration or termination of this Agreement.

9. PATENT, COPYRIGHT AND TRADE SECRET INFRINGEMENT.

9.1 Granicus' Options. If the Granicus Software becomes, or in Granicus' opinion is likely to become, the subject of an infringement claim, Granicus may, at its option and sole discretion, (i) obtain for Client the right to continue to use the Granicus Software as provided in this Agreement; (ii) replace the Granicus Software with another software product that provides similar functionality; or (iii) if Granicus determines that neither of the foregoing options are reasonably available, Granicus may terminate this Agreement and refund any prepaid fees to Client for which it has not received the services.

10. INTERLOCAL AGREEMENT.

10.1 This Agreement may be extended for use by other municipalities, school districts and governmental agencies upon execution of an addendum or other signed writing setting forth all of the terms and conditions for such use, including the products and services and fees applicable thereto. Any such usage by other entities must be in accordance with the City Code, Charter and/or procurement rules and regulations of the respective governmental entity.

11. MISCELLANEOUS.

11.1 Amendment and Waiver. This Agreement may be amended, modified, waived or canceled only in writing signed by each of the parties hereto or, in the case of a waiver, by the party waiving compliance. Any failure by either party to strictly enforce any provision of this Agreement will not be a waiver of that provision or any further default.

11.2 Governing Law. The laws of the State of Florida shall govern the validity, construction, and performance of this Agreement, without regard to its conflict of law principles.

11.3 Construction and Severability. Wherever possible, each provision of this Agreement shall be interpreted so that it is valid under applicable law. If any provision of this Agreement is held illegal or unenforceable, that provision will be reformed only to the extent necessary to make the provision legal and enforceable; all remaining provisions continue in full force and effect.

11.4 Independent Contractors. The parties are independent contractors, and no other relationship is intended by this Agreement.

11.5 Force Majeure. Other than payment obligations, neither party is responsible for any delay or failure in performance if caused by any event outside the reasonable control of the party, including without limitation acts of God, government regulations, shortage of supplies, act of war, act of terrorism, earthquake, or electrical, internet or telecommunications outage.

11.6 Closed Captioning Services. Client and Granicus may agree that a third party will provide closed captioning or transcription services under this Agreement. In such case, Client expressly understands that the third party is an independent contractor and not an agent or employee of Granicus. Granicus is not liable for acts performed by such independent third party.

12. DEFINITIONS. In addition to terms defined elsewhere in this Agreement, the following terms shall have the meaning specified:

12.1 “Confidential Information” shall mean all proprietary or confidential information disclosed or made available by either party pursuant to this Agreement, directly or indirectly, in any manner whatsoever (including without limitation, in writing, orally, electronically, or by inspection), that is identified as confidential or proprietary at the time of disclosure or is of a nature that should reasonably be considered to be confidential, and includes but is not limited to the terms and conditions of this Agreement, and all business, technical and other information (including without limitation, all product, services, financial, marketing, engineering, research and development information, product specifications, technical data, data sheets, software, inventions, processes, training manuals, know-how and any other information or material); provided, however, that Confidential Information shall not include the Content that is to be published on the Client Website.

12.2 “Content” shall mean any and all, documents, graphics, video, audio, images, sounds and other content that is streamed or otherwise transmitted or provided by, or on behalf of, the Client to Granicus.

12.3 “Client Website” shall mean the Client's existing websites.

12.4 “Granicus Application Programmatic Interface” shall mean the Granicus interface which is used to add, update, extract, or delete information in MediaManager.

12.5 “Granicus Solution” shall mean the Solution detailed in the Proposal, which may include Granicus Software, Installation and Training, Managed Services, and Hardware, as specified in Exhibit A.

12.6 “Granicus Software” shall mean all software included with the Granicus Solution as specified in the attached Proposal that may include but is not limited to: MediaManager™ (includes Uploader, Software Development Kit, and Podcasting Services), MinutesMaker™ (includes LiveManager), MobileEncoder™, VotingSystem™ (includes Public Vote Display).

12.7 “Hardware” shall mean the equipment components of the Granicus Solution, as listed in Exhibit A.

12.8 “Managed Services” shall mean the services provided by Granicus to Client for bandwidth usage associated with live and archived Internet streaming, data storage, and

Granicus Solution maintenance, upgrades, parts, customer support services, and system monitoring, as detailed in the Proposal attached as Exhibit A.

12.9 “Managed Services Fee” shall mean the monthly cost of the Managed Services, as specified in Exhibit A.

12.10 “Meeting Body” shall mean a unique board, commission, agency, or council body comprised of appointed or elected officials that meet in a public capacity with the objective of performing decisions through a democratic voting process. Two or more Meeting Bodies may be comprised of some or all of the same members or officials but may still be considered separate and unique Meeting Bodies at Granicus’ sole discretion. For example, committees, subcommittees, city councils, planning commissions, parks and recreation departments, boards of supervisors, school boards/districts, and redevelopment agencies may be considered separate and unique individual Meeting Bodies at Granicus’ sole discretion.

12.11 “Proposal” shall mean the document where the Granicus Solution that is the object of this Agreement is described along with pricing and training information.

12.12 “Representatives” shall mean the officers, directors, employees, agents, attorneys, accountants, financial advisors and other representatives of a party.

12.13 “Trademarks” shall mean all trademarks, trade names and logos of Granicus and Client that are listed on Exhibit D attached hereto, and any other trademarks, trade names and logos that Granicus or Client may specify in writing to the other party from time to time.

This Agreement consists of this Agreement as well as the following exhibits, which are incorporated herein by reference as indicated:

- Exhibit A: Proposal
- Exhibit B: Support Information
- Exhibit C: Hardware Exhibit
- Exhibit D: Trademark Information
- Exhibit E: Termination or Expiration Options Regarding Content

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives,

**GRANICUS, INC.**

By: \_\_\_\_\_

Jason Fletcher

Its: Chief Executive Officer

Address:

707 17<sup>th</sup> Street, Suite 4000  
Denver, CO 80202

**CITY OF LAKE WALES**

By: \_\_\_\_\_

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

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

Address:

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

**EXHIBIT A**

**PROPOSAL**

[The remainder of this page is left blank intentionally.]

## **EXHIBIT B**

### **SUPPORT INFORMATION**

1. **Contact Information.** The support staff at Granicus may be contacted by the Client at its mailing address, general and support-only telephone numbers, and via e-mail or the Internet.

(a) **Mailing Address.** Mail may be sent to the support staff at Granicus headquarters, located at 707 17<sup>th</sup> Street, Suite 4000, Denver, CO 80202.

(b) **Telephone Numbers.** Office staff may be reached from 5:00 AM to 6:00 PM Pacific time at (415) 357-3618 or toll-free at (877) 889-5495. The technical support staff may be reached at (415) 357-3618 opt 1.

(c) **Internet and E-mail Contact Information.** The website for Granicus is <http://www.granicus.com>. E-mail may be sent to the support staff at [customercare@granicus.com](mailto:customercare@granicus.com).

2. **Support Policy.** When Granicus receives notification of an issue from Client, Granicus, Inc. customer advocate or technical support engineer will respond with notice that they will be actively working to resolve the issue. Granicus, Inc. will make a good faith effort to give an assessment of the issue and an estimated time for resolution. Notification shall be the documented time that the Client either calls or e-mails Granicus, Inc. to notify them of an issue or the documented time that Granicus, Inc. notifies Client there is an issue. Granicus reserves the right to modify its support and maintenance policies, as applicable to its customers and licensees generally, from time to time, upon reasonable notice.

3. **Scheduled Maintenance.** Scheduled maintenance of the Granicus Solution will not be counted as downtime. Granicus will clearly post that the site is down for maintenance and the expected duration of the maintenance. Granicus will provide the Client with at least three (3) days prior notice for any scheduled maintenance. All system maintenance will only be performed during these times, except in the case of an emergency. In the case that emergency maintenance is required, the Client will be provided as much advance notice, if any, as possible under the circumstances.

4. **Software Enhancements or Modifications.** The Client may, from time to time, request that Granicus incorporate certain features, enhancements or modifications ("Modifications") into the licensed Granicus Software. Subject to the terms and conditions to this exhibit and the Agreement, Granicus and Client will use commercially reasonable efforts to enter into a written scope of work ("SOW") setting forth the Modifications to be done, the timeline to perform the work and the fees and costs to be paid by Client for the work.

4.1 **Documentation.** The SOW will include a detailed requirements and detailed design document illustrating the complete financial terms that govern the SOW, proposed project staffing, anticipated project schedule, and other information relevant to the project. Such Modifications shall become part of the licensed Granicus Software.

4.2 **Acceptance.** Client understands that all work contemplated by this exhibit is on a "time-and-materials" basis unless otherwise stated in the SOW. Delivery of the software containing the Modifications shall be complete once such software is delivered and deemed by Granicus to be ready for Client's use. Client will have fifteen (15) days after delivery of the Modifications to notify Granicus

of any issues or problems. If Client notifies Granicus within such fifteen (15) day period of issues or problems, Granicus will promptly work to fix those issues or problems.

4.3 Title to Modifications. All such Modifications shall be the sole property of Granicus.

5. Limitation of Liability; Exclusive Remedy. IN THE EVENT OF ANY INTERRUPTION, GRANICUS' SOLE OBLIGATION, AND CLIENT'S EXCLUSIVE REMEDY, SHALL BE FOR GRANICUS TO USE COMMERCIALY REASONABLE EFFORTS TO RESTORE ACCESS AS SOON AS REASONABLY POSSIBLE.

## EXHIBIT C

### HARDWARE EXHIBIT

THIS HARDWARE EXHIBIT is entered into by Granicus and Client, as an attachment to the Agreement between Granicus and Client, for the Hardware components of the Granicus Solution (the “Hardware”) provided by Granicus to Client. This exhibit is an additional part of the Agreement and is incorporated therein by reference. Capitalized terms used but not defined in this exhibit have the meanings given in the Agreement.

1. Price. The price for the Hardware shall be the price specified in the Proposal.
2. Delivery. Any scheduled ship date quoted is approximate and not the essence of this exhibit. Granicus will select the shipment method unless otherwise mutually agreed in writing. Granicus retains title to and ownership of all Granicus Software installed by Granicus on the Hardware, notwithstanding the use of the term “sale” or “purchase.”
3. Acceptance. Use of the Hardware by Client, its agents, employees or licensees, or the failure by Client to reject the Hardware within fifteen (15) days following delivery of the Hardware, constitutes Client’s acceptance. Client may only reject the Hardware if the Hardware does not conform to the applicable written specifications.
4. Service Response Time. For hardware issues requiring replacement, Granicus shall respond to the request made by the Client within twenty-four (24) hours. Hardware service repair or replacement will occur within seventy-two (72) hours of determination of a hardware issue, not including the time it takes for the part to ship and travel to the Client. The Client shall grant Granicus, or its representatives access to the equipment for the purpose of repair or replacement at reasonable times. Granicus will keep the Client informed regarding the timeframe and progress of the repairs or replacement. Once the Hardware is received Client’s responsibilities will include:
  - a. Mount server on client rack (if applicable)
  - b. Connecting original network cables.
  - c. Connecting original audio and video cables (if applicable).
5. LIMITATION OF LIABILITY. GRANICUS SHALL NOT BE LIABLE FOR CONSEQUENTIAL, EXEMPLARY, INDIRECT, SPECIAL, PUNITIVE OR INCIDENTAL DAMAGES ARISING OUT OF OR RELATING TO THIS EXHIBIT INCLUDING WITHOUT LIMITATION LOSS OF PROFIT, WHETHER SUCH LIABILITY ARISES UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT PRODUCT LIABILITY OR OTHERWISE, EVEN IF GRANICUS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH DAMAGE COULD HAVE BEEN REASONABLY FORESEEN. IN NO EVENT WILL GRANICUS’ LIABILITY TO CLIENT ARISING OUT OF OR RELATING TO THIS EXHIBIT EXCEED THE AMOUNT OF THE PRICE PAID TO GRANICUS BY CLIENT FOR THE HARDWARE.
6. Hardware. In the event of malfunction for Hardware provided by Granicus, Hardware will be repaired or replaced as per the warranty, and as detailed in this Exhibit. Granicus provides the above-mentioned services under Client’s acknowledgment that all Granicus tools, and systems will be installed by the manufacturer chosen by Granicus within the Hardware, provided to the client. These software tools have been qualified by Granicus to allow the highest level of service for the client. While it is Granicus’ intention to provide all Clients with the same level of customer care and warranty, should the Client decline these recommended tools, certain levels of service and warranty may not guaranteed.

7. Remote Accessibility. Granicus leverages remote access tools such as Logmein for installation and ongoing maintenance of Granicus software. These tools are designed to provide Granicus technicians with necessary information to diagnose and resolve software problems. Should the Client decide to decline these remote tools, Granicus cannot guarantee optimal level of service due to limited access to Granicus Hardware. Client understand that should they decide to use internal methods of access, such as VPN, Client may need to assist Granicus technicians for remote accessibility during business hours as well as after hours in the event Granicus technicians are unable to access remote Granicus systems.

8. Purchased Hardware Warranty. For Hardware purchased from Granicus by Client, Granicus will provide to Client a three (3) year warranty with respect to the Hardware. Within the three (3) year warranty period, Granicus shall repair or replace any Hardware provided directly from Granicus that fails to function properly due to normal wear and tear, defective workmanship, or defective materials. Hardware warranty shall commence on the Effective Date of the Agreement.

9. Use of Non-Approved Hardware. The Granicus platform is designed and rigorously tested based on Granicus-approved Hardware. In order to provide the highest level of support, Granicus requires the use of Granicus-approved Hardware in your solution. While it is Granicus' intention to provide all clients with the same level of customer care and continuous software upgrades, Granicus does not make any guarantees or warranties whatsoever in the event Client uses non-approved hardware.

10. Client Changes to Hardware Prohibited. Client shall not install any software or software components that have not been agreed upon in advance between Client and Granicus technical staff. While it is Granicus' intention to provide all clients with the same level of customer care, Granicus does not make any guarantees or warranties whatsoever regarding the Hardware in the event Client violates this provision.

## EXHIBIT D

### TRADEMARK INFORMATION

#### Granicus Registered Trademarks ® Include:



Granicus logo as a mark

Granicus®

Legistar®

MediaVault®

MinutesMaker®

Mobile Encoder®

Outcast Encoder®

StreamReplicator®

#### Granicus Trademark Names ™ Include:

CivicIdeas™

iLegislate™

InSite™

Integrated Public Record™

Intelligent Routing™

LinkedMinutes™

LiveManager™

MediaCenter™

MediaManager™

MediaVault™

MeetingMember™

MeetingServer™

Simulcast Encoder™

VoteCast™

VoteCast™ Classic

VoteCast™ Touch

For an updated list of Granicus registered trademarks, trademarks and servicemarks, please visit:  
<http://www.granicus.com/help/legal/copyright-and-trademark/>.

#### Client Trademarks

## **EXHIBIT E**

### **TERMINATION OR EXPIRATION OPTIONS REGARDING CONTENT**

In case of termination or expiration of the Agreement, Granicus and the Client shall work together to provide the Client with a copy of its Content. The Client shall have the option to choose one (1) of the following methods to obtain a copy of its Content:

- Option 1: Video/Audio files made available through an external hard drive or FTP site in its raw non-proprietary format. A CSV file will be included providing file name mapping and date. This option shall be provided to Client at Granicus' actual cost, which shall not be unreasonable.
- Option 2: Provide the Content via download from the application UI. This option shall be provided free of charge and is available anytime.
- Option 3: Provide the means to pull the content using the Granicus Application Programming Interface (API). This option is provided free of charge and is available at anytime.
- Option 4: Professional services can be contracted for a fee to customize the retrieval of content from the system.

The Client and Granicus shall work together and make their best efforts to transfer the Content within the sixty (60) day termination period. Granicus has the right to delete Content from its services after sixty (60) days, or whenever transfer of content is completed, whichever is later.



# Lake Wales, FL - Granicus Video proposal

**PRESENTED BY:** Casey Creech, Granicus

**PRESENTED TO:** Lake Wales

**DELIVERED ON:** June 28, 2016

**EXPIRES ON:** July 30, 2016

Dear Kevin,

Thank you for considering Granicus for the opportunity to support your video streaming and archiving needs. We look forward to establishing a successful, long-term relationship with the City of Lake Wales. With more agenda and legislative management experience than any other provider, we can make it easy for you to build more efficient meeting processes without having to make large investments in staff resources. As we hope you will find in the following proposal, we are well prepared to meet and often exceed your requirements and future aspirations in an agenda management software solution.

For more than 30 years, we have worked with states like yours to pioneer paperless agenda packets and streaming video solutions exclusively for government. We work exclusively with governments at every level of government; providing software, hardware, infrastructure, services, and expertise to quickly integrate enterprise public meeting solutions into their communications tool set.

Given our experience, exercise, and product depth, we can cover all your needs for a video streaming and archiving service. We hope that the City of Lake Wales will join our family that includes over 1,200 local, state, and federal governments. It is our goal to help your government build trust with citizens, reduce staff time spent on processing meetings, and engage citizens in new ways. Should you have any questions or if you would like us to clarify any aspects of our proposal, we look forward to hearing from you.

Most Sincerely,

Casey Creech

## Managed Services

Granicus provides a comprehensive Managed Services package with every solution to ensure long-lasting success with our technologies while maximizing your solution's performance. Our fully managed and hosted infrastructure offers unlimited bandwidth, storage and the highest security standards of your data through a cloud-based platform. Our remote, proactive systems monitoring guarantees faster response time, predicts problems before they arise, and helps reduce the cost of IT support and maintenance.

The Granicus team works around-the-clock to ensure your applications are protected and operating smoothly. You also receive continual access to advanced learning tools and the hands-on support, knowledge, and expertise of our skilled Support Engineers and Customer Advocacy professionals.

## Pricing Breakdown for your Solution

Software as a Service			
Name	Qty	Unit (Monthly)	Total (Monthly)
Open Platform	1.0 Suite	\$0.00	\$0.00
Government Transparency Suite	1.0 Suite	\$300.00	\$300.00
Granicus Encoding Appliance Software - (GT)	1.0 Package	\$100.00	\$100.00
<b>Total Software Monthly Cost:</b>			<b>\$400.00</b>

Hardware			
Name	Qty	Unit (Upfront)	Total (Upfront)
Granicus Encoding Appliance Hardware	1.0 Unit(s)	\$1,400.00	\$1,400.00
Shipping - Large Item	1.0	\$125.00	\$125.00
<b>Total Hardware Upfront:</b>			<b>\$1,525.00</b>

Professional Services			
Name	Qty	Unit (Upfront)	Total (Upfront)
Granicus Encoder Rack Mounting	1.0 Package	\$100.00	\$100.00
Encoding Appliance Hardware Configuration - (GT)	1.0 Service(s)	\$875.00	\$875.00
<b>Total Services Upfront:</b>			<b>\$975.00</b>

<b>Total Upfront Cost:</b>	\$2,500.00
<b>Total Monthly Cost:</b>	\$400.00
<b>Current Monthly Total Cost:</b>	
<b>New Monthly Total Cost:</b>	

## Granicus® Open Platform

The Granicus® Open Platform is the cloud-based foundation for all Granicus applications. It allows government organizations to manage and store an unlimited amount government public meeting data. It is the core of our content management, administration and distribution tools and includes free access to our APIs and SDKs, helping you seamlessly connect your Granicus solution to systems in place. The Granicus Platform includes the ability to upload and publish content including videos and documents. [Click here](#) for more information on the Granicus Open Platform.

- Unlimited content storage and distribution
- Open architecture and SDK
- Archived video editing and indexing
- Citizen web portal
- Live and on-demand streaming to mobile devices
- Create a paperless agenda environment with iLegislate® for the iPad



# Government Transparency

Promote accountability and build public trust

Transparency around public meetings is more important than ever. Citizens want to learn about policy decisions that affect their lives and see how their tax dollars are being spent. But, the burden and expense of managing this information is time consuming for government employees and can be cumbersome for citizens to find at complex government websites. What if you could automate this process and make it incredibly convenient for everyone?

The Government Transparency Suite helps agencies give access to all public meetings and important records online and creates an unprecedented level of openness. Leveraging a powerful media management solution, organizations can easily publish content on their website, link related documents, and provide keyword searching for citizens. Using reports on visitor trends, agencies can quickly gauge interest in the most important issues.

## Manage and broadcast government media online

- Give citizens convenient access to live and archived streaming through your website
- Reduce public inquiries with searchable, self-service access online
- Import agendas and index video live to eliminate hours of work
- Manage and distribute unlimited meetings and events—all completely automated
- Reach a broader audience - integrate closed captions with video
- Understand and measure public participation with in-depth video analytics

## Features for Staff

- Live Event Streaming
- Encoding Appliance
- Intelligent Media Routing
- Proactive Systems Monitoring
- Import & Parse Agendas
- Link Relevant Documents
- Index Video Live
- Create Text Transcripts
- Reports & Analytics
- Paperless Agenda for the iPad

## Benefits to Citizens

- Closed Captioning
- Advanced Search
- Downloadable Media

## Conveniently deliver media online and increase transparency

### **Increase convenience with access any time, from anywhere**

Citizens and staff can watch live streaming broadcasts or play archived videos through your website. Viewers can quickly jump to any topic through index points to review only the information that is important to them.

### **Maximize public access with a searchable integrated public record**

Empower citizens to find what they need through a searchable public record on your website. All meeting audio, video, minutes, and agendas are tightly integrated together. Citizens can subscribe to your agenda or a particular search to get real-time notifications when new content is available.

### **Ensure ADA compliance with a closed captioning integration**

Easily stream meetings with scrolling closed captions. Quickly access and publish a full transcript and even search for any word spoken on video.

### **Review and annotate paperless meeting materials on the iPad**

Staff and elected members can review agendas and supporting documents, as well as bookmark and take notes on items, through a native iPad application.

## iLegislate®

Granicus' paperless agenda application, iLegislate®, enables governments to review meeting agendas, supporting documents, and archived videos over iPad® or Android tablet. iLegislate is a free app that can be downloaded from iTunes or the Google Play Store, and works with any Granicus suite. Suite integrations increase data access and add functionality such as digital one-touch meeting voting.

[Click here](#) for more information on iLegislate.

- Convenient access to meeting agendas and supporting documents
- Reduce paper consumption and move to a paperless environment
- Explore agendas and attachments offline and on-the-go
- Easily take notes and email agenda items
- View indexed, archived meeting videos
- Public opinion placed at elected officials' fingertips (with Citizen Participation integration)
- Real-time meeting voting (with Meeting Efficiency integration)





## Professional Services

In order to ensure a successful implementation and user experience, Granicus provides professional services with each solution. Below is a list of the requisite professional services for your solution.

Open Platform	
Deployment	The Media Manager site will be enabled and all initial configuration done, readying it for use.
Design Services	All standard templates will be adjusted to meet look, feel, and functionality needs.
Self-Paced eLearning	Access to an online training course library, providing a self-paced learning environment with unlimited uses will be provided.

Government Transparency Suite	
Agenda Template	A template for agenda data presentation will be adjusted to utilize best practices and automated workflow for your solution.
Player Template	A template for the video player will be adjusted to optimize meeting presentation and information.
View Page Template	A template for the view page will be adjusted to integrate the look and feel of your existing website.
Agenda Parser Configuration	The agenda parser will be set up to import necessary data elements from agendas for system use.
Live Manager Installation	The Live Manager will be remotely enabled and all initial configuration done, readying it for use.
Encoding Appliance Installation	The Encoding Appliance will be shipped and remotely configured.
Web Training Series	Primary users will be provided live web-based training by a Granicus certified trainer. There are three training sessions: basic pre-meeting & meeting, basic post-meeting, and a go-live refresher immediately prior to launch.



# Lake Wales

Scope of Work

Open Platform and Government Transparency with Encoding Appliance

Document Version 1.0

(CONFIDENTIAL)

- Set upon publish -

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# 1. PURPOSE AND USAGE

Lake Wales ("Client") has selected Granicus, Inc.'s ("Granicus") Open Platform, Government Transparency, and Encoding Appliance solution as the platform for automating its legislative workflow and streaming and archiving of meetings.

The purpose of this document is to define the goals, scope, specific deliverables, and timelines associated with the delivery of the SaaS application software and hardware implementation services by Granicus. The content of this document is subject to review by both Granicus and the Client.

Once the Services Agreement ("Agreement") is executed by both Granicus and the Client, the Granicus project management and deployment team will contact the Client project team to discuss project logistics and potential start dates and timelines. Once a project start date has been determined, resources will be assigned and scheduled to begin the delivery of the services described in this document.

## 2. ASSUMPTIONS

This proposal is based upon the below assumptions being true and accurate. If for some reason these assumptions prove false, it may result in a scope change and an impact on the proposed project cost and timeline for delivery. The assumptions and time estimates are based on similar projects to the Client's known requirements. The time estimates are for initial pricing and project planning, as this is a fixed fee proposal and services to complete the deliverables as defined are included.

### 2.1 Global Assumptions

1. Client will provide space for the hardware associated with its solution.
  3. The Granicus Encoding Appliance will mount in virtually all 4- or 2-post racks. The Appliance front mounts much like a switch or router. It requires 2U (3.5") of rack space. The rail kit is standard but the tower kit is not currently available. Ideally, installation will be in a secure, climate-controlled environment.
    17. Dimensions: 17.7" deep x 17.2" wide x 3.5" high; 2U high.
    18. Mounting: Front mount; rail kit (standard).
- Weight: 35 lbs.
1. Sound Output: Less than 65 db.

2. An Internet connection of 1.5 Mbps dedicated or higher must be provided for the Encoding Appliance.

## 2.2 Project Management Assumptions

1. Success of the project is dependent on both Granicus and the Client's commitment to collaborating on and performing the tasks and obligations described in this Scope of Work. Granicus assumes that the Client will provide reasonable turnaround time (to be mutually agreed upon) on critical decisions, essential information, and approvals that are required to continue with work in progress or that is critical to meeting a deliverable due date. Granicus expects that a decision will be elevated to the appropriate Client management level to make a decision in a timely manner.
2. Client will perform its obligations and render the assistance described in this Scope of Work in a timely manner and in a manner as to adhere to the final schedule. In the event that Granicus is delayed or prevented from performing its obligations, to the extent that the delay is caused by factors beyond the reasonable control of Granicus, including without limitation, the inability of the Client to perform its responsibilities (i.e. finalizing the requirements) in a timely manner, Granicus will be entitled to an equitable adjustment in the timetable.
3. Project initiation will occur upon signature of the Agreement by both parties. All dates in this Scope of Work are subject to a mutually agreed upon schedule after execution of the Agreement. Please see Section 9 for further details.
4. Granicus will provide status reports as needed to the Client Project Manager.

## 2.3 Staffing Assumptions

Below is an outline of the key project team members for a successful Open Platform, Government Transparency, and Encoding Appliance implementation. The goal is for the Client to build a successful project team and for all involved to understand the project plan and scope so that realistic expectations are set from the start. Prior to any training, Granicus will work with Client staff to create and deliver user profiles, user groups, and training documentation to ensure that the training instruction is as effective as possible for each role.

### Key Granicus Team Members

1. Granicus has assigned a Project Manager for this effort. The escalation process in the event of the Project Manager's inability to respond to Client needs will be directly to Granicus' Director of Professional Services (please email [implementation@granicus.com](mailto:implementation@granicus.com) to contact the Director of Professional Services).
2. Granicus will assign the following team roles to the Client implementation:
  1. Account Manager/Sales Executive
  2. Designer
  3. Solution Validation Engineer
  4. Product Trainer

The Granicus Project Manager and the Client's Project Manager will facilitate and coordinate all activities and communications between the Granicus team and the Client team. Granicus representatives may contact Client participants directly regarding project issues, as warranted and approved by the Project Managers.

### Key Client Team Members

It is important for the Client to create a solid project team for a successful Open Platform, Government Transparency, and Encoding Appliance implementation. Below are the recommended project team members:

1. **Project Manager:** The Project Manager should be someone who manages the Client team's performance of project tasks and secures acceptance and approval of deliverables from the Client stakeholders. The Project Manager is responsible for communication, including status reporting, risk management, escalation of issues, and, in general, making sure the project is delivered on schedule and within scope. The Project Manager's responsibilities will also include, but not be limited to:
  1. Collaboration with Granicus resources on the project schedule deliverables;
  2. Coordination with key stakeholders, representatives, and decision makers;
  3. Facilitation of timely decision-making and resolution of issues; and
  4. Coordination of Client resources for decision-making, project management, testing, training, etc.
2. **System Administrator:** The System Administrator should be a person who is closely involved with the legislative and meeting processes: from the approval process of legislation to the creation of minutes to the online publication of meetings. This person should consider him or herself computer savvy. The System Administrator's responsibilities will also include, but not be limited to:
  1. Collaboration with Granicus resources on the project schedule deliverables; and
  2. Coordination with key stakeholders, representatives, and decision makers.
3. **IT Lead:** The IT Lead works closely with the Project Manager to ensure that the Open Platform, Government Transparency, Encoding Appliance, and Performance Accelerator products are deployed properly and helps solve IT issues that might arise.
4. **Clerk:** It is important that the Clerk is an integral part of the Project Team to be the expert on the legislative process. This person will be responsible for indexing the recording during the meeting if video/audio recording is involved.
5. **Backup System Administrator:** This Backup System Administrator will serve as the backup to the System Administrator and preferably has a solid understanding of the legislative process of the Client jurisdiction as well as a good level of technological skills.
6. **Video Indexer:** Should the solution include video, the Video Indexer will be indexing/time-stamping the video in LiveManager if the Clerk cannot. This person can be from the Clerk's staff or a member of the A/V team depending on the Client's unique workflow.

## 2.4 Scope and Cost Assumptions

1. Both Granicus and the Client will follow a Change Order Process for handling any work that is not defined in this Scope of Work. The Change Order Process is jointly managed by the Project Managers. All changes must be documented in a Change Log, and approved by both parties prior to work being undertaken.
2. Requested Client changes to the Scope of Work may increase project costs or introduce timeline delays.

## 3. BUSINESS OBJECTIVES

The business objectives to be achieved by this project are as follows:

1. Give citizens access to live and archived streaming through Client website
2. Reduce public inquiries with searchable, self-service access online
3. Import agendas and index video live
4. Manage and distribute unlimited meetings and events automatically
5. Integrate closed captions with video
6. Measure public participation with in-depth video analytics

## 4. PROJECT PHASES

Project deliverables are defined according to the project phase. The project will be broken into the following primary phases:

1. **Pre-Deployment Activity:** Granicus works with the Client to gather general technical information and analyzes existing technology set-up to ensure that the proposed project meets all requirements necessary to delivering a successful Granicus solution. Activities in this stage include:
  1. Solution Validation Conference Call
  2. Client completes technical pre-requisite form
  3. Client agenda and minutes document compatibility review by Granicus Designer
2. **Deployment Phase and Project Kick-off Call:** Granicus will deliver a project timeline that clearly outlines deployment milestones and assigned roles. The bulk of implementation work occurs during this phase and by the end of the Deployment Phase, the solution will be fully operational.
  1. Key project stakeholders from the Client side will be required to attend this call.
  2. Project timeline will be delivered within 48 hours of Kickoff Call.
3. **Final Validation/Deployment Completed:** This milestone is the final point of sign-off by the Client. At this point the solution should be configured and useable but not necessarily in use.
4. **Training:** The assigned Product Trainer will work with Client on full product training, including: agenda preparation, live meeting workflow, and video editing.
5. **Live Operations Begin/Scope of Work Completed:** In this final stage of the implementation, the Client will begin using its solution. Information on how to access Granicus support documents and staff will be provided.

## 5. SCOPE OF WORK

### 5.1 In Scope

1. Installation of the software system in to one (1) production environment.
2. Training for stakeholders.
3. Access to reference and support materials and documentation.
4. Public interface for accessing and managing events and archives. Integration with existing Granicus content.
5. Go-Live support.
6. Integration and validation with existing Granicus solution.

#### 7. Configuration and support for solution components:

1. Encoding Appliance
2. One (1) view page
3. Media Manager
4. One (1) agenda template
5. One (1) player template

Note: The design elements of different solution components have different configuration options that can be selected by the Client and implemented by the Granicus Project Team. If the Client has any questions regarding the design of the solution, the Client should contact the Project Manager for additional information.

## 5.2 Out of Scope

This section captures the most common out-of-scope scenarios that Granicus encounters during the lifecycle of any given project. This list is not comprehensive and any work not clearly defined in the project scope above may be considered out-of-scope at Granicus' discretion. Granicus remains dedicated to Client success and satisfaction with their Granicus solution and welcomes discussions with the Client on how best to achieve any out-of-scope requests. Granicus will not engage in any out-of-scope work without prior written approval from the Client.

1. Additional equipment, templates, production environments or other configuration services above the quantities listed in section 5.1 above.
2. Sectioned/customized view pages that have embedded video players and/or customized graphics, animations or interactions.
3. Data conversion and migration of historical data into Granicus
  1. A data conversion/migration is defined as a service whereby the Client requests Granicus to move, convert, upload, or otherwise "make available" any data not originally generated by a product to appear or be utilized in a Granicus product.
  2. Common scenarios include (but not limited to):
    1. Moving previous video data captured by another system or process into Granicus software
    2. Moving previous agenda, minutes, legislation documents or data into Granicus software.
  3. Any potential data migrations are considered out-of-scope and require additional assessment, as well as a separate project scope. Data migrations are billed by a combination of flat fees, as well as the current professional services rate per hour. (Consult your Sales Associate or Account Manager for details.)
4. API Integrations
  1. Examples of out-of-scope API requests include, but are not limited to:
    1. Requests to make modifications to API functionality to accommodate any third party integration.
    2. Any feasibility/data gap analysis to determine whether or not an API will be suitable for any Client integration or business need.
  - Any custom programming/configuration done by a Granicus staff member or contractor to accomplish or in pursuit of accomplishing any API integration.

1. Any request for support regarding a third party integration not created by Granicus or its contractors.
2. Any other API integration not clearly defined by this original scope of work.
1. Billing for out-of-scope API integrations is assessed on an hourly basis at the current professional services rate. (Consult your Sales Associate or Account Manager for details.)
5. Product changes or enhancements
  1. If the Client wishes to make a feature or produce change request, it may do so at any time through its Granicus Account Manager, Granicus Client Care, or its Granicus Project Manager. Granicus, at its sole discretion, will then choose whether or not to implement any given product request.
  2. Any accepted feature request will be implemented within a manner, timeline, and fashion that are purely at Granicus' discretion.
  3. Any product change or enhancement not currently existing or not explicitly listed in the project scope above at the time this Scope of Work is executed is considered out-of-scope.

## 6. PROJECT DELIVERABLES

### 6.1 Granicus Open Platform

The Granicus Open Platform is the cloud-based foundation for all Granicus applications. It allows government organizations to manage and store an unlimited amount of government public meeting data and includes free access to our APIs and SDKs. The Granicus Open Platform includes the ability to upload and publish content including videos and documents. The feature list includes:

- Unlimited content storage and distribution
- Open architecture and SDK
- Archived video editing and indexing
- A public-facing citizen Web portal
- Live and on-demand streaming to mobile devices

### 6.2 Government Transparency

The Government Transparency product provides the ability to stream meetings and events live, to link related documents to video, and to improve the search of archives. It includes unlimited cloud bandwidth and storage as well as local live and on-demand streaming. This product connects agenda data to the iPad to enable the review of agendas and supporting documents, note taking, and more through the iLegislate® application. The feature list includes:

- A media portal for publishing live and archived videos on the Client website
- Single multimedia player providing indexed videos, agendas and supporting materials such as staff reports, memos, and ordinances
- Searchable, self-service access to online public meeting or event data, including: agendas, minutes, notes, motions, votes and captions. Includes advanced filters for date range, data type and more.
- Live importing of agendas and video indexing of materials
- Automated management and distribution of unlimited meetings and events

- Closed captioning for video
- In-depth video analytics
- Viewing of videos, agendas, minutes, and supporting documents on mobile devices that use Apple iOS (iPhone and iPad) and some Android devices.
- Media files can be downloaded in video (MP4) formats
- Facilitation of sharing videos over social networking sites or through email
- RSS subscriptions and user search alerts supported
- Fully documented and supported Application Programmatic Interface (API) and Software Developer Kit (SDK) provided upon request. This open architecture enables seamless integration of existing or future enterprise systems with Granicus.

## 6.3 Granicus Encoding Appliance

The Granicus Encoding Appliance provides clients with superior live and on-demand webcasting performance. The hardware is pre-configured and delivered ready to stream. Simply connect power, a network connection, and an audio/video source. A combination of Web-based and Client-installed applications will give users easy access and control of the Appliance's Streaming Media Services. The Encoding Appliance also has the ability to have the Performance Accelerator module installed to allow for up to 50 concurrent live and on demand streams as well as for local archive storage. However, if the Client expects more than 50 concurrent internal users viewing the live stream, the Client may want to consider the Granicus standalone physical or virtual server setup as described in section 6.1.4 below. The feature list includes:

- Live and on-demand streaming online and via mobile devices
- Remote systems monitoring and Granicus maintenance updates
- Extraction and display of embedded closed captions to help maintain ADA compliance
- Faster archive upload times, less video buffering
- 264 video codec encoding
- HTML5 and Flash compatible streaming delivery

## 6.4 iLegislate: The Granicus iPad App

With the iLegislate mobile application, Clients can review meeting agendas and supporting documents and archived videos all over the iPad®. iLegislate seamlessly connects agenda data to the iPad and makes it available for offline viewing. Users can review agendas and supporting documents, annotate PDF documents, take notes and bookmark items of interest. iLegislate is compatible with both Apple iPad versions and is available for free through the Apple App Store™. The feature list includes:

- Access to meeting agendas and supporting documents;
- Review of agendas and attachments offline and on-the-go;
- Note taking, bookmarking and emailing of agenda items;
- Review of indexed, archived meeting videos; and
- Review of citizen ideas and comments tied to agenda items.

## 6.5 Security

### 6.5.1 Data Centers

Granicus Data Centers are designed for reliability and redundancy and are robust and secure. Our Data Centers are guided by a "defense-in-depth" security strategy to ensure reliable access of government data. The Granicus Primary Data Center is designed with redundant systems to ensure that there is no single point of failure and no impact to the availability of Granicus applications. Our data center requirements are:

- SSAE-16 security accreditation
- Reliable network
- 98% uptime and data availability
- Redundant backups
- Multiple locations
  - Ashburn, VA: Primary US data center
  - San Francisco, CA: Backup US data center
  - Toronto, ON: Primary Canadian data center
  - Amazon Web Services: Various locations

### 6.5.2 Robust Security Layers

Granicus implements a series of layers so that no single solution is relied upon to provide security, including:

- Hosting facilities that meet or exceed Tier III standards that are engineered to ensure application and data availability and security.
- Edge-to-edge security, visibility and carrier-class threat management and remediation. We utilize industry leading tools to compare real-time network traffic and flag any anomalies such as: Denial of Service (DoS) and Distributed Denial of Service (DDoS) attacks, worms or botnets.
- Mitigation of network issues, such as: traffic and routing instability, equipment failures, or misconfigurations.
- Hardened, stateful inspection firewall technology.
- Intrusion Detection System (IDS) utilizing signature-, protocol-, and anomaly-based inspection methods.
- 24x7x365 firewall, VPN, and IDS support and maintenance.
- Security policies and procedures that are constantly maintained, tested and updated.
- Security Incident Response team/SSAE-16 accreditation to secure all customer data against tampering.

## 6.6 General System Specifications, Compatibility, and Integration

### 6.6.1 Remote Management

Granicus maintains and monitors the software performance of its solutions. All software patches and Granicus software updates are performed on a determined schedule. Remote support, management, patching, reporting and logging are performed using LogMeIn. If other connection methods such as a VPN connection are required due to security policies, please discuss these with the Granicus representative as it may inhibit our responsiveness. Installation of third party software not specifically approved by Granicus may detrimentally impact the server's performance. In extreme cases, the server may need to be reimaged to restore normal operations; in this case, a reimaging fee may be charged.

## 6.6.2 Video Streaming Technical Requirements

Video streaming typically requires the use of media plug-ins. While the necessary plug-ins will often come pre-installed, you may need to install or enable plug-ins to watch streaming video. We recommend installing the plug-in if it is available for your system. While we recommend certain platforms and Web browsers, many other operating systems and Web browsers can successfully stream videos. For example, Mozilla Firefox and Google Chrome are both known to work on many platforms. Please note that not all features are available to all Web browsers on all platforms.

Recommended Platforms:

Microsoft Windows            version XP SP2 or newer

Recommended browser:    Microsoft Internet Explorer, version 9 or newer

Mac OS X                        version 10.5 or newer

Recommended browser:    Apple Safari, version 5 or newer

iOS                                version 4.2.1 or newer

Android                         version 2.2.1 or newer

Please note: performance on Android devices may vary depending on the version, phone manufacturer, and carrier.

## 6.6.3 Software Technical Requirements

The Encoding Appliance is managed through our hosted software program known as MediaManager. The administration feature in MediaManager is a central hub for preparing and publishing content in your Granicus solution. In addition to publishing content, you can manage user access and view usage reports. MediaManager administration requires use of a system that meets the following specifications:

Computer	Windows-based PC
Recommended Browser	Internet Explorer 9 or newer
Internet Access	Access to Client MediaManager site (clientname.granicus.com)

MediaManager allows system administrators to have granular control over the actions that users are allowed to perform. In addition to meeting the system requirements that are listed above, each user must have been granted access rights to the tools that they wish to use.

## 6.6.4 Hardware Technical Requirements

The Granicus Encoding Appliance is designed and built to provide government organizations with a complete streaming solution. Each pre-configured appliance is delivered ready to stream. Full appliance control is available through a Web browser or locally installed client application.

## 6.6.5 Granicus Encoding Appliance Technical Requirements

See [SDI Encoder Technical Solutions Guide](#) and/or [Analog Encoder Technical Solutions Guide](#).

### 6.6.6 Streaming Formats

Live streaming is currently in H.264 format. On-demand streaming is in H.264 format and in HTML5 and Flash players. Platforms supported include PC, Mac, iOS (iPhone, iPad), and most Android devices.

Live Encoding Formats	H.264 HTML5
On-Demand Encoding Formats	H.264 Adobe® Flash® H.264 HTML5
Bandwidth	Constant 350Kbps-2Mbps for live and on-demand streams

# 7. PROJECT DELIVERABLES REVIEW AND APPROVAL

All deliverables must be signed off on by the Client Project Manager before they will be considered complete and final. Sign-off is defined as the delivery of written or electronic approval and acceptance of the deliverables. The Client Project Manager will manage the internal testing and review process to ensure completion with the Client project team. Pending support tickets, unresolved bugs, and additional design-related requests that are received after the post-training design call will not prevent a project from reaching final sign-off. Client will continue to receive full support from the Granicus Customer Care team after project closure.

# 8. PAYMENT SCHEDULE

Payment is to be made based upon the terms set forth in the Agreement.

## 9. GENERAL PROJECT TIMELINE, ASSOCIATED TASKS, AND PAYMENT MILESTONES

The milestones, tasks, and time estimates below are based on projects similar to the Client's known requirements. The time estimates are for initial pricing and project planning only. Payment milestones are based on prior communication and agreement with the Client.

#	Milestone (in bold) or Task Name	Resource(s)	Description	Duration
1	<b>Pre-deployment Activity Phase</b>	Client, Granicus	<b>Tasks completed before official project initiation to ensure smooth and successful project deployment.</b>	<b>6 days</b>
2	Agenda/Minutes Documents Sent for Assessment	Client	The purpose of the Granicus document assessment process is to deliver the best possible automated workflow solution to the Client. After the submission of current agenda and minutes documents to the Granicus Account Manager via email, our Design Team will review and analyze how they will integrate with Granicus and what changes, if any, should be made to optimize the solution.	1 day
3	Document Assessment	Granicus	During the assessment process, the Granicus Design Team will identify key document information and review the general capabilities of Client documents and workflow. Any recommendations on how to increase the efficiency of the workflow will be submitted to Client PM for Client approval.	4 days

4	Review Document Recommendations	Client	<p>Based on the information communicated during the previous step, the Client PM will review and provide written approval of the assessment, along with any changes, by email to the Account Manager.</p> <p>If there are any questions or concerns, Granicus designers are always available to discuss possible solutions. Any design changes that are not part of the original scope of work may be subject to a professional services charge.</p>	3 days
5	Document Assessment Complete	Granicus	<p>Upon the receipt of written acceptance of the document assessment by Client PM, the document assessment process is complete and any changes will be implemented.</p>	0-7 days
6	Send Technical Information Gathering Form	Granicus	<p>Granicus Account Manager will send the Client PM a Technical Information Gathering Form. The form is used to gather general technical information that is crucial to ensuring a smooth and correct installation of the Granicus Solution. It is sent during the solution validation phase and is to be completed by the Solution Validation Call.</p>	1 day
7	Complete Technical Information Gathering Forms	Client	<p>Client Team will fill out and electronically submit the forms delivered in Task 6. The forms should only take about a half-hour to complete.</p>	4 days
8	Solution Validation Call	Client, Granicus	<p>The Solution Validation Call is the opportunity to discuss Client current workflow process and existing technology set-up, as well as to ensure that the proposed plan meets all requirements necessary to deliver a successful Granicus solution. At a minimum, the Client PM, Client System Administrator, and Client IT Lead should participate in the call.</p>	1 day
9	Service Agreement Executed	Client, Granicus	<p>Joint execution of service agreement by legal representatives is required before the project can proceed.</p>	1 day

10	<b>Billing Milestone 1</b>	<b>Client, Granicus</b>	<b>Granicus will invoice and Client agrees to pay the first installment as per Agreement.</b>	
11	<b>Deployment Phase</b>	<b>Client, Granicus</b>	<b>The majority of software installation and configuration occurs during the Deployment Phase.</b>	<b>28 days</b>
12	Schedule Project Kickoff Call	Granicus	Granicus will reach out to Client PM to schedule the Project Kickoff Call (see below).	.25 days
13	Email Kickoff Call Agenda and Related Material	Granicus	Granicus will email the Client Project Manager the Kickoff Call agenda and all related documentation in preparation for the Kickoff Call.	1 day

14	Project Kickoff Call	Client, Granicus	<p>The primary goal of the Kickoff Call is to bring all project stakeholders together and establish the timeline for all related project milestones. In addition, it is the official transition from the Sales team to the Implementation team. Granicus Project Manager will lead the call after the proper introductions have occurred. All project stakeholders should participate in the Kickoff Call.</p> <p>The outline below covers a high-level overview for the call. Granicus will provide a complete agenda for the Kickoff Call in advance.</p> <ul style="list-style-type: none"> <li>I. Client and Granicus Team Introductions</li> <li>II. Review solution details</li> <li>III. Identify/solidify Client resources             <ul style="list-style-type: none"> <li>a) Desktop Support</li> <li>b) Security/Network</li> <li>c) Server Setup</li> <li>d) Audio and Video Specialist</li> </ul> </li> <li>IV. Present outline of project plan, both milestones and tasks</li> <li>V. Set appropriate dates for project plan with all stakeholders for all relevant project milestones</li> </ul>	1 day
15	Hardware Shipping	Granicus	Once the proposed solution has been validated and approved by all parties, Granicus will order and ship the necessary hardware components to the Client.	1 day
16	Email Project and Training Plans and Agendas	Granicus	<p>The Granicus PM will follow up the training discussion on the Kickoff Call with an email to the Client PM detailing the proposed project plan.</p> <p>The Granicus Trainer will follow up the training discussion on the Kickoff Call with an email to the Client PM detailing the proposed training plan and agenda.</p>	1 day

17	Hardware Receipt	Client	Client is responsible for receiving the hardware on its end and installing the hardware components as agreed to in the network diagram.	10-15 days
18	Design Process	Granicus	The Granicus Designer will ensure that the Client's custom player and agenda documents meet expectations and work efficiently and effectively in the Granicus workflow. Minor changes such as color and font choices will be implemented in this phase and will require final written sign-off by the Client.	10 days
19	Remote Server Installation	Client, Granicus	The Granicus Project Manager will be available to support the Client remotely in installing the servers and verifying their set-up and functionality at the Client site.	10 days

20	Installation and Testing with Audiovisual Team	Client, Granicus	<p>Granicus PM will work with the Client to test and to confirm that the audiovisual components of the Granicus solution are fully functional and ready to operate. Any technical issues found with the streaming will be addressed and resolved at this stage in the installation process.</p> <p>Granicus PM and Client's A/V team will work together to confirm the following parameters for the streaming component:</p> <ul style="list-style-type: none"> <li>I. Aspect Ratio</li> <li>II. Bit Rate</li> </ul>	1 day
21	Confirm Remote Access to Encoding Appliance	Client, Granicus	<p>Before Granicus can begin the remote installation of the transparency solution, the Client must confirm that the network's security and firewall requirements are in place as discussed in the Pre-Deployment Activity Phase. Granicus PM will confirm remote access to the server in preparation for the software installation.</p>	1 day

22	Complete software update for Encoding Appliance (Server Side)	Granicus	Granicus PM will complete a server-side update to the streaming component.	1 day
23	Confirm Software Solution Installation	Client	Granicus recommends allowing one (1) day's time for the Client IT Lead to run and test the installation of the software solution in the Client environment.	1 day
24	Complete Server-side Encoding Validation	Granicus	Granicus PM will conduct testing to validate the upgrade of the streaming component is working as expected.	1-2 days
25	Design Approval	Client, Granicus	<p>The Client PM and the Granicus Design Team will collaborate on the final design of the agenda documents. The documents and the associated workflows will be validated at this phase.</p> <p>Any additional modification requests will be required in writing by the Client before final acceptance and approval.</p>	7 days
26	<b>Final Validation/ Deployment Completed</b>	<b>Client, Granicus</b>	<b>This milestone is the final point of sign-off for any last-minute changes or approval by multiple stakeholders that the project requires. At this stage, the solution will be fully operational. Email acceptance of the deployment is required by Client PM to Granicus PM.</b>	<b>5 days</b>
27	<b>Billing Milestone 2</b>	<b>Client, Granicus</b>	<p><b>Granicus will invoice and Client agrees to pay the second installment as per the Agreement</b></p> <p><b>Commencement of managed service fees as per the Agreement begins, prorated from the date of Deployment Completed.</b></p>	

28	Training	Client, Granicus	<p>The training plan listed below is a generic plan based on Granicus best practices. The Trainer will communicate the plan in advance (see Task 16).</p> <p>It is recommended that the Core Project Team attend all training sessions. The Core Project Team should include the Clerk, Clerk deputies/ staff, and one representative from IT. This will allow the Clerk's Office and IT to be aware of the intricacies and capabilities of the system. A maximum of twelve (12) attendees can go through any specific onsite training session.</p>	10-15 days
29	Online Session #1	Client, Granicus	<p>GT Pre/During Meeting Steps</p> <p>1-5 days before a 'test' meeting (Client runs test meeting)</p>	1-5 days
30	Online Session #2	Client, Granicus	<p>GT Post Meeting Steps</p> <p>1-5 days after a 'test' meeting</p>	1-5 days
31	Online Session #3	Client, Granicus	<p>GT Review/iLegislate</p> <p>1-5 days before Go Live meeting</p>	1-5 days
32	Training Completed			0 days
33	Live Operations Begin/Scope of Work Completed	Client	<p>This is the official go-live date when the solution will be used for automating legislative workflow and streaming and archiving of meetings.</p>	0 days

## Granicus Differentiators

- World's most experienced provider of government transparency, citizen participation, meeting efficiency, and legislative management solutions with:
  - Over 1,000 clients in all 50 states, at every level of government
  - Over 31 million government webcasts viewed
  - More than 265,350 government meetings online
- First fully integrated legislative workflow management system for local government
- Open API architecture and SDK allow for seamless integrations with systems already in place
- Certified integrations provide flexibility and choice of agenda workflow solutions
- Exclusive provider of the iLegislate iPad application that allows users to review agendas and supporting materials, bookmark and take notes on items, stream archived videos, and review community feedback
- Only government webcasting service to provide encoding, minutes annotation, transcription, and closed captioning services
- Truly unlimited storage and distribution for all meeting bodies and non-meeting content
- Indefinite retention schedules for all archived meeting and non-meeting content
- Only provider of both government webcasting and citizen engagement services
- 24/7/365 customer service and support
- 97% customer satisfaction rating, 98.5% client retention rating
- One of the 100 companies that matter most in online video by Streaming Media magazine
- Ranked 185 on Deloitte 500 fastest growing companies
- Ranked 419 on Inc 500 fastest growing companies
- Client Success stories are available here: <http://www.granicus.com/customers/case-studies/>

## Proposal Terms and Conditions

- Sales tax may apply depending on your organization's tax status and the tax laws unique to your state, county and/or municipality
- Fifty percent (50%) of all up-front fees for all products are due upon Granicus' receipt of an executed agreement or purchase order, as appropriate. The remaining fifty percent (50%) of up-front fees for each product are due upon delivery of that product.

Annual billing for Managed Services for associated products shall begin upon completion of delivery as defined below. Client shall be invoiced for a twelve (12) month period commencing upon delivery of the configured product(s). Thereafter, Client will be billed annually in advance. Client agrees to pay all invoices from Granicus within thirty (30) days of receipt of invoice. Client acknowledges that products may be delivered and fully operational separate from the other purchased products.

For Granicus Hardware, delivery is complete once the Client receives Hardware components with the configured Granicus Software. For Granicus Software, delivery is complete once the Software is installed, configured, tested and deemed by Granicus to be ready for Client's use, irrespective of any training services provided to Client by Granicus. Granicus oftentimes sells multiple software suites in one transaction. For Clients that have purchased multiple suites, Granicus reserves the right to start invoicing on a per suite basis when considered delivered.

- For existing clients, the costs associated with this proposal or purchase order are in addition to client's existing services.
- If Client's solution requires any onsite training, Client agrees to pay travel expenses for Granicus employees (including but not limited to airfare, lodging, meals) not to exceed two thousand dollars (\$2,000.00) per trip.
- If multiple products are included in this proposal, product scope of work timelines might not run parallel to each other and extend the time of the overall project.

## Signature

### Presented to:

Lake Wales

### Accepted by:

---

Printed Name

---

Signed Name

---

Title

---

Date

Casey Creech  
600 Harrison Street, Suite 120  
San Francisco, CA 94107

Dear Kevin,

The following is a statement of Granicus' position to uniquely provide solutions to meet your needs.

#### Key Value

- 30+ years of government-focused experience
- Provide a complete, end-to-end legislative management solution
- Focus solely on government to meet the needs of this market, at every level

#### No other company currently offers the following functionality:

- An application built to automate boards and commissions and applications management, which directly integrates with Granicus Platform and Legislative Management Suite.
- An application written exclusively for Apple and Android iPads, iLegislate, to track and annotate agenda items and view public comment and ideas.
- All meeting records searchable by Agenda Topic, Minutes, and the spoken word
- A webcasting/minutes annotation solution that is integrated with Microsoft Office, allowing minutes to be built in Microsoft Word while leveraging the indexed video of the meeting embedded in Word for reference
- A minutes annotation tool that builds minutes in PDF Format with embedded links to the audio/video webcast
- An integrated public record that is compatible on both PC/Mac systems as well as Mobile systems such as Apple IOS, Android (Samsung Galaxy included), Blackberry and Windows.
- Both government agenda automation, citizen participation and feedback functionality
- **Only company to provide a webcasting, public comment and citizen participation feedback tool that also integrates with a paperless iPad and Android APP.**
- A documented and extensive legislative content Open API architecture and SDK that allow for seamless integrations with systems already in place
- Unlimited storage and distribution for all meeting bodies and non-meeting content
- Indefinite retention schedules for all archived meeting and non-meeting content
- A video player that allows the public to trim sections of video, and embed those sections into other webpages
- Staff/Citizen Participation Tool: Including a social ideation platform that encourages positive collaboration and offers a meaningful way for staff or citizens to contribute online. This tool combines the power of crowd sourcing with an online forum to help the jurisdictions to understand and prioritize the needs of their community and staff. Also a tool to inform staff or citizens about upcoming projects and to get feedback. Staff and Citizens can easily contribute to planning and decision-making by posting new ideas, voting for others, and sharing ideas to the social grid. This must be designed for internal or public use.
- The only provider of an APP Platform exclusively for Government APPS where agency's can research, procure, and manage Government Only APPS

No other company has the follow [experience and support services](#):

- The only government webcasting provider with more than 10 years of experience
- Granicus is the world's most experienced provider of government transparency, citizen participation, meeting efficiency, legislative management, and training management solutions with:
  - 1,100+ clients across all 50 states and Canada
  - Open meeting clients at the local, county, state, and federal levels.
  - Over 109 million webcasts viewed
  - More than 230,000 government meetings online
  - Granicus provides indexed video for U.S. Congress: [www.Houselive.gov](http://www.Houselive.gov)
  - Managing over 1.9 million government records and media files
- 98% customer satisfaction rating, 99% client retention rating
- Ranked 185 on Deloitte 500 fastest growing companies (no other government webcasting company was on this list)
- Ranked 419 on the Inc. 500 fastest growing companies (no other government webcasting company was on this list)
- More client success stories are available here: <http://www.granicus.com/Clients/Case-Studies.aspx>
- Extensive company blog with support articles and customer tips: <http://blog.granicus.com/>

### Combined Value

With nearly 40 years of government-focused experience, Granicus is the proven leader in legislative management and government transparency solutions. Our company's commitment has always been to government and our focus on this market is unchanged. Our understanding of government organizations and our buyers deepen as we share experiences and research, allowing us to continue to build products based on customer feedback that meet the market demand.

Nearly 1,100 government organizations leverage our technologies to increase staff efficiencies and create a more transparent and accessible government. Granicus has been operating with a 99% client retention rate during their years of service. Plus, Granicus has maintained a 98% customer satisfaction rating over its eleven years. Our satisfaction and retention ratings exemplify our commitment to, and understanding of, our customers and their unique needs.

### Comprehensive Legislative Management

Granicus offers a complete, end to end legislative workflow. Our solution supports the legislative process from a file's inception through legislation to archiving of the discussion's history and production of the most complete integrated public record. We offer the most efficient workflow while allowing staff to create stronger public access – cross-linking agenda and minutes data to video history.

The Granicus product is customizable and scalable. We can offer solutions for both standard workflows and more complex legislative processes, solving workflow needs for nearly any size of government agency.

### **Citizen Engagement and Government Transparency**

Granicus understands that in order to help create a truly transparent government, the government organization must make information easily accessible, searchable, and navigable. We will provide our customers with the most comprehensive search of government information. Government organizations create stronger public access to information including public meeting records, vote history, committee/department openings and more.

Our solution further reduces FOIA requests and empowers citizens to find what they need, on their own, easily. Additionally, we continue to build applications that support citizen input and encourage effective participation in the legislative process.

### **Mobile Solutions**

Granicus is leading the way in mobile solutions for government with our new streaming architecture and compatibility with various mobile devices, as well as our development of the iLegislate app. Granicus is already brainstorming ways to make our product line mobile-accessible to support the growing trend of accessing information on-the-go.

### **Open Architecture, Cloud-Computing, and Commitment to Open Data**

From its inception, Granicus has been committed to an open architecture. We maintain our openness and compatibility with other solutions to provide flexible alternatives for customers, including integrations with document management systems. Remaining open to partner integrations allows government staff to retain current workflows without forcing them into a “one-size fits most” solution.

Additionally, Granicus extends our government focus by supporting the open data movement. We partner with developers in this market who can build applications that leverage public data and complement our solutions

If I or any other member of the Granicus team can be of further assistance, please contact me at 415-357-3618.

Most Sincerely,

Casey Creech  
Sales Executive

## MEMORANDUM

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August 31, 2016

**TO:** Honorable Mayor and City Commission

**VIA:** Kenneth Fields, City Manager

**FROM:** Sarah B. Kirkland, Utilities Director

**SUBJECT:** Cleaning of the Reuse main

**SYNOPSIS:** The reuse line requires cleaning on a continual basis to ensure the line continues to function as intended.

### **STAFF RECOMMENDATION**

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

1. Authorize Professional Piping Services, utilizing the annual contract, to perform the reuse main cleaning services in the amount of \$87,967.00.

### **BACKGROUND**

The reuse water main requires periodic cleaning to keep it free of debris that may get through during the waste water treatment process. Sediment such as sand, plastics, and paper tend to make its way through the main and ends up clogging up the end users filter screens in the customer irrigation systems. This creates problems for both property owners and city staff alike. The standard method used for the cleaning of these sections of reuse main is called the progressive poly pig procedure. The last time the reuse line was cleaned using this method was in July of 2013.

The City Commission approved piggy-backing The Pinellas County Board of County Commissioners contract to perform these services on October 6, 2015. Staff contacted Professional Piping Services and requested a price quote for the cleaning of the reuse main and the installation of additional main for the installation of a launching port. A quote was received in the amount of \$72,694.00 for the cleaning of the reuse line and a quote of \$15,273.00 for the installation of additional line to install the launching ports.

Staff recommends that the commission approve the utilization of the annual contract for Professional Piping Services for the reuse main cleaning and port installation in the amount of \$87,967.00

### **OTHER OPTION**

None. Without this necessary cleaning of the reuse line, various customers in the downstream will continue to experience clogged filters in their sprinkler system. The Multi-Purpose Soccer Field is one such customer.

### **FISCAL IMPACT**

\$73,000 was budgeted in the Reuse Division's FY '15-'16 M & R Pigging Operating Budget for this purpose. There are additional unexpended funds in various M&R line items available for transfer to cover the total cost for the addition work required

**ATTACHMENTS**

Professional Piping Services Quote

July 6, 2016

Mr. Terry Coffman  
Reuse Foreman  
City of Lake Wales  
PO Box 1320  
Lake Wales, FL 33859

**Quote #0716-2773**

Dear Mr. Coffman.

Professional Piping Services is pleased to submit for your consideration and approval the following proposal.

1. To clean the 38,260 ± LF of existing in-service reuse water system piping as done in 2013. (cost in 2013 \$72,694.00). Cost in 2016 - \$72,694.00.
2. To clean and provide and install the necessary piping modifications for an additional 960' X 6" piping and 3,242' X 12" piping. Cost \$15,273.00.

If this proposal is acceptable please notify us so that we may schedule this work to be done promptly.

Thank you, and I look forward to hearing from you soon.

Cordially,

Roger M Cimbora, Sr.  
General Manager

## GENERAL TERMS AND CONDITIONS

### PRICE AND PAYMENTS:

- A. Price is based on quantity of pipe not less than that shown in this proposal.
  - B. Measurement will be by the linear foot along the axis of the pipe.
  - C. All stated prices and terms will remain in effect for thirty (30) days from the date of this proposal.
  - D. Full payment is due, and payable at our office in Wesley Chapel, Florida net thirty (30) days, from the date of invoicing.
  - E. Invoice will include all applicable taxes. If you are **sales tax exempt**, the State of Florida requires that you submit to us a certificate showing your business name, location address, reason for exemption, tax number, and signature of authorized agent. This exemption certificate must be submitted with your purchase order or at the time of contract.
2. Professional Piping Services would prefer to find this system in good working order as detailed and outlined. However if delay occurs due to the system being inoperable, such as but not limited to, inoperable or "lost" valving, failure of the integrity of the system or other system related problems then this will constitute a negotiable extra.
  3. Professional Piping Services is not responsible for any breaks, cracks or damages forthcoming from those breaks or during the cleaning operations and that are not direct result of the cleaning operation.
  4. Professional Piping Services is not responsible for any changes, claims or demands due to any alleged neglect or default on our part unless written notice thereof shall have been delivered to us within ten (10) days after the alleged occurrence of said neglect or default. We shall not be responsible for any charges for work performed or materials furnished unless ordered in writing and receipt thereof acknowledged by our authorized representative.

### **PROFESSIONAL PIPING SERVICES, INC.**

Roger M Cimborra, Sr.  
General Manager

CITY OF LAKE WALES PROJECT TRACKING LIST 2015-2016					
PROJECT NAME	BUDGET	COMMISSION APPROVAL	SCHEDULED COMPLETION	CURRENT STATUS	STATUS UPDATED
<b>AIRPORT</b>					
Runway Extension	\$5,300,000 - \$4,300,000	Yes - Construction Contract 8/2/16		Contract for Professional Engineering Services awarded to Hoyle Tanner and construction contract awarded to Dickerson Florida on August 2nd. Awaiting word on FAA funding. Construction will begin in March	8/23/2016
<b>RECREATION</b>					
New park signage in all City parks	\$13,000		9/30/2016	All signs installed except for Kiwanis, which is back ordered, and will be installed on 9/1/2016	8/23/2016
<b>SEWER SYSTEM</b>					
C Street Project	\$6,695,751	yes -11/3/2015 phase 2 Grant Application on Feb 16, 2016		Grant application approved by commission on 2/16 and submitted April 25. DEO Site visit was on June 23rd. Will be notified if awarded grant. Construction of current phase is ongoing.	8/23/2016
Relocation of Water/Sewer Lines on HWY 27 near Vanguard	\$300,000	10/20/2015	9/30/2017	Permit has been approved. Starting construction in a few weeks	8/23/2016
<b>Other items approved or discussed at Commission Meetings</b>					
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.	8/23/2016

Network Server Virtualization	\$40,000	4/6/2016	8/1/2016	The remaining servers have been transition to a production virtual environment. This project is complete.	8/23/2016
Live Streaming of Commission meetings	\$7,000		9/30/2016	Live streaming of commission meetings - Staff has reached an agreement with a provider and the contract has been approved by the city attorney. The agreement will go before the commission on 9/6. The project should be completed by 9/30.	8/23/2016
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.	8/23/2016
Library Statistics (July)				Total Circulation Books-by-Mail: 58,085 Total Circulation BookMobile: 7,787 Total In-house circulation: 228,966 Total new borrowers: 1470 Total attendance at programs: 13,856 Computer users: 46,051 People Counter: 133,438	8/23/2016
<b>COMPLETED PROJECTS</b>					
Skate Park Improvements	\$50,000	7/15/2014	9/30/2015	This project is complete.	8/23/2016
ADA access and handicap parking installation at the soccer complex.	\$30,000		2/29/2016	Completed	8/23/2016
Airfield Improvements (Task Order #15)	\$161,000	yes - 7/2/13	9/30/2015	Final reimbursement received March 8. This Project is complete.	8/23/2016
Road Improvements (N Market ST & W. Central Ave.)	\$91,253	7/7/2015	8/17/2015	Project is completed.	8/23/2016

Cemetery			4/30/2015	Project complete	8/23/2016
Resurfacing of the Scenic Highway from Mt. Lake Cutoff to Ray Martin Rd.			10/31/2015	This Project is complete.	8/23/2016
Gym Floor Replacement	\$68,212	6/2/2015	9/30/2015	Project is Complete. Gym is reopened.	8/23/2016
ADA sidewalk access on 3rd street	\$15,000	5/3/2016	6/30/2016	Project is complete.	8/23/2016
Street Resurfacing	\$100,000	4/6/2016		Completed	8/23/2016
Electrical system upgrades to event area of Lake Wailes park	\$20,000			Project Complete	8/23/2016
Additional exercise stations in Lake Wailes park.	\$10,000			Project Complete	8/23/2016

## 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.	8/23/2016
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.	8/23/2016
Lake Wales Museum and Cultural Center	3/2/2015	Kenneth Fields	Thornhill	<p>In the month of July, the Museum had:</p> <ul style="list-style-type: none"> <li>• 286 visitors</li> <li>• Of the 59 people who signed the guest registry 44% were from Lake Wales</li> <li>• 66% make up people from outside Lake Wales</li> <li>• The farthest location is Houston, TX</li> </ul>	8/23/2016
<b>COMPLETED ITEMS</b>					

<b>STRATEGIC PLAN ITEMS - STATUS REPORT</b>					
<b>TASK</b>	<b>MEETING DATE</b>	<b>RESPONSIBLE PERSON</b>	<b>REQUEST MADE BY</b>	<b>COMMENTS</b>	<b>DATE OF STATUS</b>
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.	8/23/2016
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.	8/23/2016

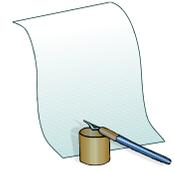
SOCIAL MEDIA TRACKING REPORT			SINCE August 2, 2016 (Social media is now being archived)	
Name	Likes/Followers	Change	Top Posts	Comments
 Facebook	3,572	+18	August 5, Posted free haircuts for students flyer. 8 likes, w/ reach of <b>2,630</b>	
			August 3 - Shared Chamber of Commerce's photos of Central FL Health care's new Lake Wales Center- a total of 10 likes, 1 comment w/ 5 tags and total reach of <b>330</b>	
			August 3 - Shared Daily Ridge photo of K9 team Officer Joyner and Max. - 22 likes w/ reach of <b>407</b>	
			August 3 - Shared Chamber of Commerce article on Airport - 13 likes and <b>538</b> people reached.	
 Twitter	835	+16	Top Media Tweet - #tbt.. Kenneth Fields became City Mgr 3 yrs ago. Here Mayor Fultz is introducing him at a reception in August 2013. 2 likes, 1 retweets 283 Impressions	@CityofLakeWales @BlackPearls8 supports #LakeWales Ken Fields!
(Commission meetings are Live tweeted)			Top Tweet - The parks dept is selling an old Chevy truck. Results for Lake Wales, FL 1 like, 1 retweet, 326 impressions	

SOCIAL MEDIA TRACKING REPORT			SINCE August 2, 2016 (Social media is now being archived)	
Name	Likes/Followers	Change	Top Posts	Comments
			Top Mention - by Scott Herndon #orangegrove in @cityoflakewales @visitcentralfl #florida @boktower instagram.com/p/BlpjToEhOoo/ 1 reply, 1 like, 1 retweet	
 Instagram	229	+10	Photos of Summer Luncheon - 4 likes each	
 LinkedIn	8	0	no posts	

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 – September 2016

Wed, September 7, 2016	Regular	6:00 p.m.	Commission Chambers
Tues, September 20, 2016	Regular	6:00 p.m.	Commission Chambers

*(The Commission changed its Tues. September 6<sup>th</sup> regular City Commission meeting to Wed. September 7<sup>th</sup> due to TRIM Requirements.)*

### City Commission Meetings – October 2016

Tues, October 4, 2016	Regular	6:00 p.m.	Commission Chambers
Tues, October 18, 2016	Regular	6:00 p.m.	Commission Chambers

### City Commission Meetings – November 2016

Tues, November 1, 2016	Regular	6:00 p.m.	Commission Chambers
Tues, November 15, 2016	Regular	6:00 p.m.	Commission Chambers

### City Commission Meetings – December 2016

Tues, December 6, 2016	Regular	6:00 p.m.	Commission Chambers
Tues, December 20, 2016	Regular	6:00 p.m.	Commission Chambers

### City Commission Meetings – January 2017

Tues, January 3, 2017	Regular	6:00 p.m.	Commission Chambers
Tues, January 17, 2017	Regular	6:00 p.m.	Commission Chambers

For City Commission meeting information please contact the City Clerk, 863-678-4182, ext. 228 or [cvanblargan@cityoflakewales.com](mailto: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; 1 <sup>st</sup> & 3 <sup>rd</sup> 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 <a href="http://www.polk-county.net">http://www.polk-county.net</a>
Wed, August 17 <sup>th</sup>	2pm	Polk Regional Water Coop Board Meeting		Lake Myrtle Complex, 905 Lake Myrtle Park Rd, Auburndale 33823	
Monday, August 22 <sup>nd</sup>	3:30pm	LW Charter Schools Board of Trustees Meeting		Polk Avenue Elementary, Lake Wales	
Friday & Saturday August 26 <sup>th</sup> -27 <sup>th</sup>	9:00am	WBCBL 3on3 Tournament	Women's 3 on 3 and youth basketball Tournament	Lake Wailes Park	
Monday, September 26 <sup>th</sup>	3:30pm	LW Charter Schools Board of Trustees Meeting		Edward W. Bok Academy	
Thursday October 13 <sup>th</sup>	5:00pm	Homecoming Parade		Central Avenue	
Wed, October 19 <sup>th</sup>	2pm	Polk Regional Water Coop Board Meeting		Lake Myrtle Complex, 905 Lake Myrtle Park Rd, Auburndale 33823	
Monday, October 24 <sup>th</sup>	3:30pm	LW Charter Schools Board of Trustees Meeting		Dale R. Fair Babson Park Elementary	
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 2 <sup>nd</sup> - 3 <sup>rd</sup> , 2016	6pm -10pm Friday; 10am - 10pm Saturday	Orange Blossom Revue	BBQ Competition Sponsored by the Rotary Club of Lake Wales	Lake Wailes Park	

December 6, 2016	5:30pm	Christmas Tree Lighting Ceremony		Municipal Administration Building
December 9 <sup>th</sup> , 2016	4-8:30pm	Make it Magical	Downtown Holiday Event	Downtown Lake Wales Stuart, Park, Marketplace
Wed, December 21 <sup>st</sup>	2pm	Polk Regional Water Coop Board Meeting		Lake Myrtle Complex, 905 Lake Myrtle Park Rd, Auburndale 33823

# APPLICATION FOR APPOINTMENT TO CITY BOARD, COMMISSION OR COMMITTEE

City of Lake Wales, City Clerk's Office, P.O. Box 1320, Lake Wales, FL 33859-1320

Board/Commission/Committee \_\_\_\_\_

Applying for: <input type="checkbox"/> reappointment <input type="checkbox"/> new appointment	City Resident?  Registered Voter?	Yes Full-time	Yes Part-time	No	City Business Tax?  Own Property in City?	Yes	No
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
		Yes, Florida	Yes, Other	No		<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			

Name	
Home Address	Home Phone
Business Address	Business Phone
Employer	Occupation/Type of Business
If applicant is not a city resident or does not pay business tax to city, please provide physical address of property owned within the city limits.	
Special knowledge or experience applicable to function of board/commission/committee	

Other community involvement	Fla. Statute 760.80 requires the City of Lake Wales to maintain and report the following information:				
	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%; padding: 5px;"> <b>Race/Ethnicity</b>                      African-American <input type="checkbox"/>                      Asian-American <input type="checkbox"/>                      Hispanic-American <input type="checkbox"/>                      Native-American <input type="checkbox"/>                      Caucasian <input type="checkbox"/> </td> <td style="width: 40%; padding: 5px;"> <b>Gender</b>                      Male <input type="checkbox"/> Female <input type="checkbox"/> </td> </tr> <tr> <td colspan="2" style="padding: 5px;"> <b>Physically Disabled?</b>                      Yes <input type="checkbox"/> No <input type="checkbox"/> </td> </tr> </table>	<b>Race/Ethnicity</b> African-American <input type="checkbox"/> Asian-American <input type="checkbox"/> Hispanic-American <input type="checkbox"/> Native-American <input type="checkbox"/> Caucasian <input type="checkbox"/>	<b>Gender</b> Male <input type="checkbox"/> Female <input type="checkbox"/>	<b>Physically Disabled?</b> Yes <input type="checkbox"/> No <input type="checkbox"/>	
<b>Race/Ethnicity</b> African-American <input type="checkbox"/> Asian-American <input type="checkbox"/> Hispanic-American <input type="checkbox"/> Native-American <input type="checkbox"/> Caucasian <input type="checkbox"/>	<b>Gender</b> Male <input type="checkbox"/> Female <input type="checkbox"/>				
<b>Physically Disabled?</b> Yes <input type="checkbox"/> No <input type="checkbox"/>					

I understand that I may be required to complete a Financial Disclosure Form in accordance with the requirements of Florida Law for every year during which I serve as an appointee. I further understand that refusal to file a required Financial Disclosure will result in my removal from the board/commission/committee to which I have been appointed.

\_\_\_\_\_ applicant initials

Have you ever been convicted of a felony? <input type="checkbox"/> Yes If yes, please explain on separate paper and attach to application. <input type="checkbox"/> No	applicant signature _____  date _____
List 3 references who reside in the city:	If the applicant is not appointed at the next City Commission meeting scheduled for the purpose of making appointments, this application will be retained on file for 6 months.  e-mail _____
name _____ phone _____	
name _____ phone _____	
name _____ phone _____ Contact City Clerk's Office to schedule appointment with board chairman and board support staff.	

TITLE	MEMBERS	VACANCIES	QUORUM
Airport Authority Board	7	0	4
Board of Zoning Adjustment & Appeals	5	2	3
Citizens & Police Community Relations Advisory Committee	3	1	2
Code Enforcement Board	7	2	4
CRA Citizen Advisory Committee	5	1	3
Historic District Regulatory Board	5	0	3
Housing Authority Board	5	0	3
Library Board	5	1	3
Planning & Zoning Board	7	0	4
Recreation Commission	13	2	6
Firefighters' Retirement Board	5	1	3
General Employees' Retirement Board	5	0	3
Police Officers' Retirement Board	5	0	3
<b>TOTAL</b>	<b>77</b>	<b>10</b>	

INACTIVE BOARDS:

- Bicycle/Pedestrian Advisory Commission
- Investment Committee
- Drug & Prostitution-Related Nuisance Abatement Board
- Enterprise Zone Development Agency
- Fire & Building Code Administration Board
- Historic Preservation Board
- Lakes Advisory Commission
- Parks & Community Appearance Advisory Board

**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: **None**

<b>Current Members:</b> Charles Keniston, resident	03/06/12 - 07/01/18, 2
Katherine Rogers, resident, chairman	09/18/12 - 07/01/18, 2
Ryan Michalkiewicz, resident	06/21/16 - 07/01/19, 1
Charles N. Clegg, resident	07/19/16 - 07/01/19, 1
Eric Farewell, resident	08/18/15 - 07/01/18, 1
Dale Marks, resident	06/17/08 - 07/01/17, 3
Travis Burns, resident	07/19/16 - 07/01/17, P
Commissioner Perez, non-voting member	05/19/15 - 05/02/17, 1

**Airport Manager (City Code Sec. 2-41(f)(5))** – Alexander Vacha, employee, City Manager appointed

**Meetings (City Code Sec. 2-41(r))** - The Lake Wales Airport Authority shall hold regular meetings at least once every month and at such other times as the authority shall determine to be reasonably necessary from time to time.

**Current Meeting Schedule:** - 1<sup>st</sup> 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 serves 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: **5 regular vacancies, 3 alternate vacancies**

<b>Current Members:</b> Lorraine McIntosh, resident	06/15/10 – 07/01/19, 3
Roberto Maldonado, resident	07/17/12 – 07/01/17, 2
***Vacant***,	– 07/01/19
***Vacant***,	– 07/01/19
***Vacant***,	– 07/01/17
***Vacant***,	– 07/01/18
***Vacant***,	– 07/01/18
***Vacant***, Alternate	– 07/01/17
***Vacant***, Alternate	– 07/01/18
***Vacant***, Alternate	– 07/01/18

**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:** 1<sup>st</sup> Thursday @ 5:30 PM; Commission Chamber **[Inactive Board]**

**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**

<b>Current Members:</b> 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	- 07/01/19
***Vacant***, resident	- 07/01/19

**Meetings (City Code Sec. 23-206.2(c))** - The board of appeals shall hold regular meetings at the call of the chairman and at such other times as the board may determine. Special meetings may be called by the chairman or vice-chairman with twelve (12) hours of notice.

**Current Meeting Schedule:** 3<sup>rd</sup> Thursday @ 9:00 AM; Commission Chamber  
 [The meeting time can be changed to accommodate members who work during the day.]

**Duties (City Code Sec. 23-206.3)** – The Board of Appeals shall:

1. Hear and decide appeals where it is alleged that there is an error in any order, decision or determination of the administrative official in the enforcement of these zoning regulations;
2. Authorize such variance from the terms of these zoning regulations as will not be contrary to the public interest where, owing to special conditions, a literal enforcement of the provisions of these zoning regulations would result in unnecessary and undue hardship. A variance from the terms of these zoning regulations shall not be granted until a public hearing is held before the board of appeals;
3. Hear and decide appeals where the planning board has denied an application for a special exception use permit or site plan approval;
4. Perform any other duties which are lawfully assigned to it by the city commission.

**Citizens & Police Community Relations Advisory Committee (Resolution 2012-03)** – The committee consists of three (3) members with a quorum requirement of two (2) members. One (1) member shall be an active Lake Wales police officer appointed by the Police Chief and two (2) members must be residents serving no more than two consecutive terms. (2-year term)

- There is no interview process requirement for applicants applying for appointment to this board.
- Members are not required to file an annual Form 1, Statement of Financial Interests

- Current Vacancies: 1 vacancy

**Current Members:** \*\*\*Vacant\*\*\*, resident – 07/01/19  
 Curtis Gibson, resident 05/03/16 – 07/01/18, 1  
 Joseph VanBlarcom, police officer 05/03/11 – 07/01/17, 3

**Meetings** – Regular meetings shall be held monthly in the Municipal Administration Building or other locations as deemed appropriate by the committee.

**Current Meeting Schedule:** 3rd Thursday @ 6:00 PM; City Hall Lunch Room

**Duties** - The Committee shall:

1. Provide a forum for citizens to express their opinions about police procedures, and to receive informal information from the police department regarding police procedures;
2. Provide a forum for citizens and the police department to openly and respectfully discuss issues of concern with the hope that concerns can be positively resolved;
3. Provide a forum for citizens and the police department to engage in a dialogue that will be positive and productive and that will continue to foster a climate of trust and mutual respect.

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

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

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

**Current Meeting Schedule:** 2<sup>nd</sup> Monday @ 5:00 PM; Commission Chamber

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

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

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

**Community Redevelopment Agency (CRA) Board** – The city commission serves as the CRA board. However, the CRA and City Commission are entirely two separate entities. The CRA Board is created in accordance with F.S. ch. 163, part III for the purpose of implementing the community redevelopment plan for the expanded community redevelopment area approved by Resolution 99-6 of the city commission.

**Governing body as CRA Board of Commissioners (City Code Sec. 2-72):**

1. The city commission serves as the CRA Board and exercises all rights, powers, duties, privileges, and immunities vested in a community redevelopment agency by Chapter 163, Part III, Florida Statutes, as it may be amended from time to time;
2. In its capacity as CRA board, the commission constitutes the head of a legal entity that is separate, distinct and independent from the city commission as governing body of the City of Lake Wales.
3. The CRA board meets annually to designate a chairperson and vice-chairperson from among its members.
4. The CRA board meets as necessary to conduct the business and exercise the powers of the agency.
5. A majority of the members of the CRA Board shall constitute a quorum for the purpose of conducting business and exercising the powers of the agency and for all other purposes. Action may be taken by the CRA Board upon the vote of a majority of the members present.

**Current Members:** City Commission

**CRA Citizen Advisory Committee (City Code Sec. 2-73)** – The committee consists of five (5) members. Sec. 2-73 (c), Nomination and Appointment: Each commissioner shall nominate a person who resides, owns property or operates a business within the voting district represented by the commissioner provided that the property, residence or business of the nominee is within the boundaries of the CRA, **except that the two citizen members appointed in accordance with Ordinance 2009-17 shall be afforded the opportunity to serve as appointees from their respective districts.** The nomination shall be confirmed by majority vote of the city commission. (2 year term)

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

**Current Members:**

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

**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:** 2<sup>nd</sup> Thursday @ 3:30 PM; Commission Chamber

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

**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**

<b>***Vacant***, resident</b>	<b>– 12/01/15</b>

***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: **None**

**Current Members:** Lawrence (Larry) Bossarte, business owner 11/01/11 – 07/01/17, 2  
 Diane Armington, owns property in the City 03/15/11 – 07/01/19, 3  
 Leah Bartholomay, resident 05/06/14 – 07/01/18, P+1  
 Erika B. Schindler, business owner 10/06/15 - 07/01/18, 1  
 Christopher Lutton 06/21/16 - 07/01/18

**Meetings (City Code Sec. 23-208.3(c))** – The historic board shall hold regular meetings at the call of the chairman and at such other times as the board may determine. Special meetings may be called by the chairman or vice-chairman with twelve (12) hours of notice. No less than four (4) meetings shall be held each year.

**Current Meeting Schedule:** 3<sup>rd</sup> 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:** 3<sup>rd</sup> Wednesday @ 6:00 PM; Housing Authority

<b>Current Members:</b> Janice Snell, resident	04/17/12 – 07/01/18, 2
Eddy Rivers, resident	07/01/08 – 07/01/20, 3-F
Wanda Lawson, resident	06/18/13 – 07/01/17, 1
Mellissa Montgomery, resident of housing project	06/21/11 – 07/01/17, 2
Helen Walters, resident	11/04/14 – 07/01/18, 1
Albert Kirkland, Jr., Ex-officio	n/a
Commissioner Jonathan Thornhill, City Liaison	06/04/13 – 05/02/17

**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 (non-resident living in 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

**Current Meeting Schedule:** 2<sup>nd</sup> 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 - 07/01/21, P+1  
Jacquie Hawkins, resident 06/21/16 - 07/01/18, 1  
Margaret Swanson, resident 06/21/16 – 07/01/19, 1

**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: **6 vacancies**

**Meetings (2-133)** – The Board shall meet at regular meetings at least six (6) times per year.

**Current Meeting Schedule:** - 4<sup>th</sup> Monday @ 5:00 PM; Commission Chamber

[INACTIVE BOARD – The Parks Board is not currently meeting]

**Current Members:** 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  
\*\*\*Vacant\*\*\* – 07/01/19

**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**

<b>Current Members:</b> Joanne Fuller, resident	09/19/06 – 07/01/18, 4-Final
Mark Bennett, resident	05/07/13 – 07/01/18, 2
Charlene Bennett, resident	02/16/10 – 07/01/19, 3
Sharon Allen, resident	07/01/04 – 07/01/17, P+4-Final
Warren Turner, resident	07/21/15 – 07/01/17, 1
John Gravel, property owner	05/06/14 – 07/01/19, 2
Mathew Cain, own real property in city	03/15/16 – 07/01/19, P+1

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

**Current Meeting Schedule:** - 4<sup>th</sup> 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:** - 3<sup>rd</sup> Monday; 12:00 p.m., City Manager's Conference Room  
*A quorum shall consist of six (7) members.*

<b>Current Members:</b> 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, 5<sup>th</sup> Seat Trustee**

**Current Members:** **\*\*\*Vacant\*\*\*, 5th Seat** **- 09/30/19,**

Glen Gest, resident	01/04/07 - 09/30/18, 3
James (Jerry) Brown, resident	03/18/14 - 09/30/18, 1
Joe Jenkins, Fire Chief	10/01/98 - 09/30/18, 4
Christopher Whidden, Firefighter	09/15/14 - 09/30/18, 1

**Meetings (City Code Sec. 16-163,(O))** – The board shall hold meetings, at least quarterly, determining the notice, place and time of each. A majority of its members shall constitute a quorum.

**Current Meetings** – Quarterly @ 4p.m.; Fire Department meeting room

**Powers and duties (City Code Sec. 16-163 (I))** – The powers, duties and responsibilities of the board shall include the power and duty to:

- (1) Construe the provisions of the system and determine all questions arising thereunder;
- (2) Determine all questions relating to eligibility and participation;
- (3) Determine and certify the amount of all retirement allowances or other benefits hereunder;
- (4) Establish uniform rules and procedures to be followed for administrative purposes, benefit applications and all matters required to administer the system;
- (5) Distribute to members at regular intervals information concerning the system;
- (6) Receive and process all applications for participation and benefits;

- (7) Authorize all payments whatsoever from the fund, and to notify the disbursing agent, in writing, of approved benefit payments and other expenditures arising through operation of the system and fund;
- (8) Have performed actuarial studies and annual actuarial valuations and make recommendations regarding any and all changes in the provisions of the system;
- (9) Select a secretary, who shall keep a complete minute book of the actions, proceedings, or hearings of the board and who shall keep a record of all persons receiving pension payments, noting the time of commencement and cessation thereof. Minutes prepared by the secretary shall be filed with the city clerk and made part of the official records of the city;
- (10) Enforce the terms of the plan and the rules and regulations it adopts;
- (11) Direct the crediting and distribution of the trust;
- (12) Review and render decisions respecting a claim for (or denial of a claim for) a benefit under the plan;
- (13) Furnish the city with information which the city may require for tax or other purposes;
- (14) Engage the services of an investment manager or managers (as defined in § 3(38)) of the act, each of whom shall have such power and authority to manage, acquire or dispose of any plan asset under its control as authorized by the board;
- (15) Establish and maintain a funding standard account and to make credits and charges to the account to the extent required by and in accordance with the provisions of the Code;
- (16) Perform such other duties as are specified in this document; and
- (17) Appoint an administrator of the system if deemed appropriate by the board.

**General Employees' Retirement Board (City Code Sec. 16-43)** – The board consists of five (5) trustees. Two (2) members must be employees of the plan elected by a majority of the actively employed members of the retirement system, two (2) members must be a resident of the City, own property in the City or have a business tax issued from the City of Lake Wales, and one member is a voting Mayor and/or City Commissioner. (4-year term)

- There is no interview process requirement for applicants applying for appointment to this board.
- Members are required to file an annual Form 1, Statement of Financial Interests
- Current Vacancies: **none**

<b>Current Members:</b> Linda Kimbrough, resident	06/17/08 - 04/01/19, 3
Violeta Salud, resident	04/01/04 - 04/01/20, 5
Sarah Kirkland, general employee	01//05/10 - 04/01/19, 3
James Slaton, general employee	04/26/12 - 04/01/20, 1
Commissioner Jonathan Thornhill, voting member	03/18/14 - 05/07/17, 1

**Meetings (City Code Sec. 16-43(O))** – The board of trustees may hold meetings, determining the notice, place and time of each. A majority of its members shall constitute a quorum.

**Current Meetings** – Quarterly @ 8:30 a.m.; City Manager's conference room

**Powers & Duties (City Code Sec. 16-43 (I)):** The powers, duties and responsibilities of the board of trustees shall include the power and duty to:

- (1) Construe the provisions of the system and determine all questions arising thereunder;
- (2) Determine all questions relating to eligibility and participation;
- (3) Determine and certify the amount of all retirement allowances or other benefits hereunder;
- (4) Establish uniform rules and procedures to be followed for administrative purposes, benefit applications and all matters required to administer the system;
- (5) Distribute to members at regular intervals information concerning the system;
- (6) Receive and process all applications for participation and benefits;
- (7) Authorize all payments whatsoever from the fund, and to notify the disbursing agent, in writing, of approved benefit payments and other expenditures arising through operation of the system and fund;
- (8) Have performed actuarial studies and annual actuarial valuations and make recommendations regarding any and all changes in the provisions of the system;

- (9) Select a secretary, who shall keep a complete minute book of the actions, proceedings, or hearings of the board and who shall keep a record of all persons receiving pension payments, noting the time of commencement and cessation thereof. Minutes prepared by the secretary shall be filed with the city clerk and made part of the official records of the city.
- (10) Enforce the terms of the plan and the rules and regulations it adopts;
- (11) Direct the crediting and distribution of the trust;
- (12) Review and render decisions respecting a claim for (or denial of a claim for) a benefit under the plan;
- (13) Furnish the city with information which the city may require for tax or other purposes;
- (14) Engage the services of an investment manager or managers (as defined in act section 3(38)), each of whom shall have such power and authority to manage, acquire or dispose of any plan asset under its control as authorized by the board;
- (15) Establish and maintain a funding standard account and make credits and charges to the account to the extent required by and in accordance with the provisions of the Code;
- (16) Perform such other duties as are specified in this document.

**Police Officers' Retirement Board (City Code Sec. 16-233)** – The board consists of five (5) trustees. Two (2) members must be legal residents of the City and two (2) members must be full-time police officers' employed by the Lake Wales Police Department. Resident members are appointed by the Mayor with the advice and consent of the City Commission; police officer members are elected by a majority of the police officers who are members of the plan. The fifth trustee member is chosen by a majority of the previous four members and as a ministerial duty, such person is appointed by the City Commission. (4-year term)

- There is no interview process requirement for applicants applying for appointment to this board.
- Members are required to file an annual Form 1, Statement of Financial Interests
- Current Vacancies: **None**

<b>Current Members:</b> Joe Elrod, 5 <sup>th</sup> 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.

TITLE	MEMBERS	VACANCIES	QUORUM
Airport Authority Board	7	0	4
Board of Zoning Adjustment & Appeals	5	1	3
Citizens & Police Community Relations Advisory Committee	3	1	2
Code Enforcement Board	7	2	4
CRA Citizen Advisory Committee	5	1	3
Historic District Regulatory Board	5	0	3
Housing Authority Board	5	0	3
Library Board	5	0	3
Planning & Zoning Board	7	0	4
Recreation Commission	13	2	6
Firefighters' Retirement Board	5	1	3
General Employees' Retirement Board	5	0	3
Police Officers' Retirement Board	5	0	3
<b>TOTAL</b>	<b>77</b>	<b>8</b>	

INACTIVE BOARDS:

- Bicycle/Pedestrian Advisory Commission
- Investment Committee
- Drug & Prostitution-Related Nuisance Abatement Board
- Enterprise Zone Development Agency
- Fire & Building Code Administration Board
- Historic Preservation Board
- Lakes Advisory Commission
- Parks & Community Appearance Advisory Board

# APPLICATION FOR APPOINTMENT TO CITY BOARD, COMMISSION OR COMMITTEE

City of Lake Wales, City Clerk's Office, P.O. Box 1320, Lake Wales, FL 33859-1320

Board/Commission/Committee \_\_\_\_\_

Applying for:

reappointment

new appointment

Yes Full-time	Yes Part-time	No
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

City Resident?

City Business Tax?

Yes	No
<input type="checkbox"/>	<input type="checkbox"/>

Yes, Florida	Yes, Other	No
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Registered Voter?

Own Property in City?

Yes	No
<input type="checkbox"/>	<input type="checkbox"/>

Name
------

Home Address	Home Phone
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Business Address	Business Phone
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Employer	Occupation/Type of Business
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If applicant is not a city resident or does not pay business tax to city, please provide physical address of property owned within the city limits.

Special knowledge or experience applicable to function of board/commission/committee
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Other community involvement	<p>Fla. Statute 760.80 requires the City of Lake Wales to maintain and report the following information:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%; padding: 5px;"> <b>Race/Ethnicity</b>                  African-American <input type="checkbox"/>                  Asian-American <input type="checkbox"/>                  Hispanic-American <input type="checkbox"/>                  Native-American <input type="checkbox"/>                  Caucasian <input type="checkbox"/> </td> <td style="width: 40%; padding: 5px;"> <b>Gender</b>                  Male <input type="checkbox"/> Female <input type="checkbox"/>   <b>Physically Disabled?</b>                  Yes <input type="checkbox"/> No <input type="checkbox"/> </td> </tr> </table>	<b>Race/Ethnicity</b> African-American <input type="checkbox"/> Asian-American <input type="checkbox"/> Hispanic-American <input type="checkbox"/> Native-American <input type="checkbox"/> Caucasian <input type="checkbox"/>	<b>Gender</b> Male <input type="checkbox"/> Female <input type="checkbox"/>  <b>Physically Disabled?</b> Yes <input type="checkbox"/> No <input type="checkbox"/>
<b>Race/Ethnicity</b> African-American <input type="checkbox"/> Asian-American <input type="checkbox"/> Hispanic-American <input type="checkbox"/> Native-American <input type="checkbox"/> Caucasian <input type="checkbox"/>	<b>Gender</b> Male <input type="checkbox"/> Female <input type="checkbox"/>  <b>Physically Disabled?</b> Yes <input type="checkbox"/> No <input type="checkbox"/>		

I understand that I may be required to complete a Financial Disclosure Form in accordance with the requirements of Florida Law for every year during which I serve as an appointee. I further understand that refusal to file a required Financial Disclosure will result in my removal from the board/commission/committee to which I have been appointed.

\_\_\_\_\_ applicant initials

Have you ever been convicted of a felony? <input type="checkbox"/> Yes If yes, please explain on separate paper and attach to application. <input type="checkbox"/> No	applicant signature _____  date _____		
List 3 references who reside in the city:	If the applicant is not appointed at the next City Commission meeting scheduled for the purpose of making appointments, this application will be retained on file for 6 months.  e-mail _____		
<table style="width: 100%; border: none;"> <tr> <td style="width: 70%;">name</td> <td style="width: 30%;">phone</td> </tr> </table>		name	phone
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<table style="width: 100%; border: none;"> <tr> <td style="width: 70%;">name</td> <td style="width: 30%;">phone</td> </tr> </table>		name	phone
name	phone		
<table style="width: 100%; border: none;"> <tr> <td style="width: 70%;">name</td> <td style="width: 30%;">phone</td> </tr> </table> Contact City Clerk's Office to schedule appointment with board chairman and board support staff.	name	phone	
name	phone		

**BOARDS, COMMISSIONS, & COMMITTEES**  
**Meeting Schedule**

**Airport Authority**

1<sup>st</sup> Monday @ 5:30 p.m.; Commission Chamber

**Board of Zoning Adjustment and Appeals (BOA)**

3rd Thursday @ 9:00 a.m.; Commission Chamber

**Citizens & Police Community Relations Advisory Committee**

3rd Thursday @ 6:00 p.m.; City Hall Lunch Room

**Code Enforcement Board**

2nd Monday @ 5:00 p.m.; Commission Chamber

**Community Redevelopment Agency (CRA) Board**

Meetings are held as needed

**CRA Citizen Advisory Committee**

3rd Thursday @ 5:00 p.m.; Commission Chamber

(Meeting time will be 5:30 p.m. if the Historic District Regulatory Board is meeting the same night in the Chamber at 5:00 p.m.)

**Historic District Regulatory Board**

3rd Thursday @ 5:00 p.m.; Commission Chamber (board does not meeting regularly)

**Housing Authority**

3rd Wednesday @ 6:00 p.m.; Housing Authority

**Library Board**

2nd Wednesday @ 11:00 a.m.; Lake Wales Library

**Planning & Zoning Board**

4th Tuesday @ 5:30 p.m.; Commission Chamber

**Recreation Commission**

3rd Monday; 12:00 p.m., City Manager's Conference Room

**Firefighters' Retirement Board**

Quarterly @ 4:00 p.m.; Fire Department meeting room

**General Employees' Retirement Board**

Quarterly @ 8:30 a.m.; City Manager's conference room

**Police Officers' Retirement Board**

Quarterly @ 4:00 p.m.; Fire Department meeting room

## Division 1. Generally

### § 2-26. Boards, commissions and committees organized under the code.

Several boards, commissions and committees have been organized pursuant to various provisions of the Code. The following general regulations apply to all of these boards, commissions or committees:

(1) *Residency.*

(a) Unless the ordinance creating a board, commission or committee provides otherwise or as provided in the following paragraph (b), membership on these boards, commissions and committees shall be limited to persons 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.

(b) The Lake Wales Library Board consists of five (5) members appointed by the city commission. Four (4) members shall be appointed as provided in paragraph (a) above. One (1) member may be a resident of the unincorporated Greater Lake Wales area or a resident of the City of Lake Wales provided that the Lake Wales Public Library is a member of the Polk County Library Cooperative and receives operating funds from the Polk County Board of County Commissioners. For the purposes of this paragraph, the term "resident of the unincorporated Greater Lake Wales area" shall mean "any resident outside of the City of Lake Wales having a Lake Wales mailing address."

(2) *Voter registration.* Membership on boards, commissions and committees shall be limited to persons who are legally registered to vote.

(3) *Limit on consecutive terms.*

(a) Except as provided in paragraph (b) below, no person shall serve more than three (3) consecutive terms on a single board, commission or committee except that a person appointed to a partial term that is less than one-half ( $\frac{1}{2}$ ) of the normal term for that particular board, commission or committee shall be permitted to serve three (3) consecutive terms in addition to the partial term. Members appointed before July 1, 1989, may be permitted to serve three (3) additional consecutive terms. This limit on consecutive terms may be waived for members of regulatory boards (i.e., planning and zoning board, board of appeals, code enforcement, etc.) with the recommendation of the city manager where, in the sole discretion of the city manager, special circumstances exist which warrant the appointment of a particular member to an additional term.

(b) There shall be no limit to consecutive terms served by an elected or appointed trustee on a board established for the purpose of administering an employee retirement plan.

(4) *Limit on concurrent appointments.* No person shall serve on more than two (2) boards, commissions or committees at the same time with the following exceptions:

A. No person shall serve on more than one (1) pension board.

B. No person shall serve on more than one (1) regulatory board.

(5) *Appointment to regulatory boards.* All applicants seeking appointment to a regulatory board such as planning and zoning board, zoning board of appeals, code enforcement board, nuisance abatement board, and the like, shall be interviewed by the board chairman and the head of the department providing staff support to the particular board to ensure that the applicants understand the duties and responsibilities of the board, are capable of performing such duties and responsibilities and are willing to fulfill the requirements of serving on the board. Said interviews shall be open to the public. Following the interviews, the board chairman and department head shall provide the city commission with their recommendations for appointment.

(6) *Applications for appointment.* The city manager may, in his/her sole discretion, delay the forwarding of applications to the city commission until there are a sufficient number of applicants to fill all vacant positions on a particular board, committee or commission.

(7) *Nepotism.* Members of the immediate family of elected officials shall not be appointed to serve on a board, commission or committee. Members of the immediate family of a municipal officer shall not be appointed to serve on a board, commission or committee which relates to the area of responsibility of that municipal officer. Board, commission or committee members shall be required to resign if a member of the immediate family becomes an elected official or municipal officer with duties relating to business conducted by that board, commission or committee. Such members appointed before July 1, 1989, shall be permitted to serve until the expiration of their current term.

(8) *Attendance.* Absence from three (3) consecutive meetings of a board, commission or committee shall operate automatically to vacate the seat of that member, unless such absence is excused by that board, commission or committee by motion duly passed and recorded in the official minutes.

(9) *Sunset provision.* Inactive boards, commissions and committees may be discontinued by the city commission provided there is no statutory requirement that such board, commission or committee exists. Boards, commissions and committees shall be declared inactive if no meeting is called or no official business is conducted at least once in a twelve (12) month period.

(Code 1962, § 1-10; Ord. No. 89-14, § 1, 6-20-89; Ord. No. 2002-27, § 1, 10-15-02; Ord. No. 2004-20, § 1, 8-3-04; Ord. No. 2005-16, § 1, 5-3-05; Ord. No. 2006-19, § 1, 5-16-06; Ord. No. 2006-47, § 3, 12-5-06; Ord. No. 2008-07, § 1, 2-19-08; Ord. No. 2008-09, § 1, 3-18-08; Ord. No. 2008-27, § 1, 9-2-08; Ord. No. 2009-11, § 1, 5-5-09)

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