

**CITY COMMISSION  
REGULAR MEETING  
OFFICIAL AGENDA  
July 21, 2015  
6:00 p.m.**

**City 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. ANNUAL REPORT

6.I. Lake Wales Housing Authority - Presentation By Executive Director Albert Kirkland, Jr.

Documents: [LW HOUSING AUTHORITY.PDF](#)

7. PRESENTATION

8. 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.

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. Lease Agreements For Airport Ground Space

Documents: [AGENDA MEMO FOR AIRPORT GROUND LEASE.PDF](#), [LEASE FORM 2015\(2\) FAREWELL.PDF](#), [LEASE FORM 2015\(4\) SHORT.PDF](#)

10. OLD BUSINESS

11. NEW BUSINESS

11.I. Ordinance 2015-05, Cemetery Ordinance - 1st Reading

Documents: [001 - AGENDA MEMO - CEMETERY ORDINANCE 2015-05.PDF](#), [002 - CEMETERY ORDINANCES 2015-05.PDF](#)

11.II. Ordinance 2015-06, Amendment To Fire Prevention Ordinance - 1st Reading

Documents: [MEMO-ORD2015-06, AMENDMENT TO CH 10, FIRE PREVENTION.PDF](#), [ORDINACE 2015-06 AMENDING CHAPTER 10.PDF](#)

11.III. Certification Of 2015 Taxable Value, Interim Millage & FY15'16 Budget Hearing Dates

Documents: [001 - MEMO - INTERIM MILLAGE RATE FY 2015-16.PDF](#), [002 - DR-420 CITY.PDF](#), [003 - DR-420 CRA AREA 1.PDF](#), [004 - DR-420 CRA AREA 2.PDF](#),

11.IV. Appointment – Planning & Zoning Board

Documents: [MEMO-BOARD APPT.PDF](#), [APPLICATION-WARREN TURNER.PDF](#),  
[APPT WARREN TURNER.PDF](#)

12. CITY MANAGER

12.I. TRACKING REPORT

Documents: [TRACKING.PDF](#)

12.II. City Commission Meeting Calendar

Documents: [MEETING CALENDAR, 07-21-2015.PDF](#)

12.III. Other Meetings & Events Calendar

Documents: [OTHER MEETINGS CALENDAR,07-21-15.PDF](#)

12.IV. Boards, Commissions & Committees Information

Documents: [AGENDA ITEM - ANNUAL REPORTING SCHEDULE.PDF](#)

13. CITY COMMISSION COMMENTS

14. MAYOR COMMENTS

**(The full staff memo will be 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.

**LAKE WALES HOUSING AUTHORITY  
RESIDENT REQUIREMENTS, CURRENT MEMBERS & VACANCIES**

**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).**

**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
Eddye Rivers, resident	07/01/08 – 07/01/16, 2
Wanda Lawson, resident	06/18/13 – 07/01/17, 1
Mellissa Montgomery, resident of housing project	06/21/11 – 07/01/17, 2
Helen Walters, resident	11/04/14 – 07/01/18, 1
Albert Kirkland, Jr., Ex-officio	n/a
Commissioner Jonathan Thornhill, City Liaison	06/04/13 – 05/02/17

## **MEMORANDUM**

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July 14, 2015

**TO:** Honorable Mayor and City Commissioners

**VIA:** Kenneth Fields, City Manager

**FROM:** Teresa Allen, Assistant Public/Support Services Director

**SUBJECT:** Lease agreements for airport ground space

**SYNOPSIS:** The City Commission will consider lease agreements for ground space at the Lake Wales Municipal Airport.

### **RECOMMENDATION**

Staff recommends that the City Commission approve the following action:

1. Authorize the mayor to execute a lease agreement between Terry Short Aircraft Services, LLC and the city for 3600 square feet of airport ground space.
2. Authorize the mayor to execute a lease agreement between Aviator Enterprises, LLC and the city for 3360 square feet of airport ground space.

### **BACKGROUND**

Chapter 3-Airport, Section 3-30 of the City of Lake Wales Code of Ordinances allows the city to lease hangars, pasture lands and other airport property not included in a fixed base operator's leased use area to individuals, firms or corporations.

#### **Terry Short Aircraft Services, LLC lease agreement:**

Terry Short Aircraft Services, LLC is requesting to lease land to build a 60 x 60 square foot hangar at the rate of .25 (twenty five cents) per square foot per annum (\$900.00) to build and store ultra light airplanes. The lease shall run for a period of twenty-five (25) years. This lease rate is comparable to other ground lease rates throughout the state for similar sized airports.

#### **Aviator Enterprises, LLC (Eric Farewell) lease agreement:**

Aviator Enterprises, LLC (Eric Farewell) is requesting to lease land for a 42 x 80 square foot storage hangar at the rate of .12 (twelve cents) per square foot per annum (\$402.00) for para motor equipment. Mr. Farewell is at a reduced rate due to this location being temporary. The lease shall run for a period of twelve (12) months and may be renewed for two (2) additional twelve (12) months upon mutual agreement of the parties.

When the runway 17/35 side of the airport has utilities available, Mr. Farewell intends to relocate to the runway 17/35 side of the airport and construct a permanent structure at that new location. The ground lease rate will increase to a more comparable rate for the new site lease at that time.

These new ground leases will increase both the air traffic and the general interest of our airport and are good indicators to the FAA and FDOT that more businesses are interested in utilizing our airport. This puts the City in a more favorable position to compete for discretionary grant funds from the state and federal governments for future capital improvements.

The tenants will hereby lease the premises subject to and in compliance with, as applicable, all building codes, zoning regulations, and municipal, county, state and federal laws, ordinances and regulations governing or regulating the premises or its uses. All covenants, easements and restrictions of record, governmental permits applicable or affecting the premises now and in the future, such as stormwater and other environmental permits. Airport rules and regulations, city's airport minimum development standard, the minimum standards for commercial aviation operators and the airport security and emergency plans.

#### **FISCAL IMPACT**

The leases will return \$1,302 in annual revenue.

#### **OTHER OPTIONS**

The Commission may choose not to authorize the execution of the lease agreements at this time.

#### **ATTACHMENT**

Lease agreements

## **GROUND LEASE**

This Ground Lease ("Lease"), is entered into this \_\_\_\_ day of \_\_\_\_\_, 2015, the ("Effective Date") by and between the City of Lake Wales, a Florida municipal corporation ("CITY"), and Aviator Enterprises, LLC, a Florida limited liability company, ("Tenant").

### **WITNESSETH:**

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

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

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

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

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

### **1. DEMISE OF PREMISES**

A. Subject to the terms and conditions set forth in this Lease, CITY hereby demises and leases to Tenant and Tenant hereby leases from CITY that certain real property consisting of 3,360 square feet being more specifically depicted in the attached diagram (the "Real Property"), together with all improvements constructed or placed thereon (collectively the "Premises"). The sole permitted use of the Premises by Tenant is for Tenant's construction and use of a hangar for personal storage of aircraft and operation of its business consistent with all Airport Standards, as defined below. In addition, in conjunction with and appurtenant to its leasehold interest in the Premises, Tenant shall have a nonexclusive right to use at no additional cost, in accordance with all Airport Standards, and only to the extent necessary in conjunction with the Intended Use of the Premises, CITY's master drainage, retention and/or water management systems, utility access rights of way, road and vehicular accesses, and taxiways to the extent they exist from time to time at the Airport.

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

## **2. CONDITION OF PREMISES**

Tenant has inspected the Premises and performed any desired physical or environmental assessment of the Premises and acknowledges that CITY is not obligated to provide additional utility lines, roadways, taxi ways, or other facilities and Tenant accepts the Premises "AS-IS." Tenant acknowledges that CITY has made no representations or warranties relating to the condition of the Premises for any particular

use, and CITY shall have no obligation whatsoever to repair, maintain, renovate or otherwise incur any cost or expense with respect to the Premises.

### **3. CONSTRUCTION OF IMPROVEMENTS BY TENANT**

#### **A. Tenant Development Plan**

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

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

3. Within thirty (30) days of receipt of the proposed Tenant Development Plan, the City Manager or his designee shall review and approve or disapprove, not to be unreasonably withheld, the proposed Tenant Development Plan submitted by Tenant. The sole method of acceptance of the Tenant Development Plan by CITY is execution by the City Manager or his designee of a notice of acceptance of the final design. The



failure of the City Manager or his designee to respond to any submission by Tenant within the required time period shall not be deemed an acceptance. The Tenant Development Plan as finally approved by the City Manager or his designee shall become the "Approved Tenant Development Plan." The Approved Tenant Development Plan may be modified by Tenant only if such modifications are approved in advance and in writing by the City Manager or his designee, in his or her sole discretion.

4. If the City Manager disapproves the Tenant Development Plan or any subsequently submitted modified Tenant Development Plan, the City Manager or his designee will inform Tenant in writing of his or her disapproval with details as to the reasons for such disapproval and/or request for further clarification of the Tenant Development Plan elements. Tenant shall respond within thirty (30) days with a modified Tenant Development Plan or subsequent modified Tenant Development Plan. Modified Tenant Development Plans submitted by Tenant may include revised dates as compared to previously submitted Tenant Development Plans to account for delays necessitated by resubmission. The parties agree to negotiate in good faith to resolve any conflicting issues that may arise, but if the parties cannot agree to a Tenant Development Plan and execute a notice of acceptance of the final design, CITY or Tenant may terminate this Lease by ten (10) days written notice to the other and, in that event, no recourse or damages shall be available to either party. During such termination notice period, Tenant may choose to accept any proposed Tenant Development Plan which the City Manager or his designee previously provided, in writing to Tenant, would be acceptable, and in such event the termination by CITY shall be revoked.

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

shall be at CITY's reasonable judgment, which shall be exercised in good faith.

B. Construction by Tenant.

During the Term of this Lease, Tenant may, with the prior written approval

1.

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

2. Design and construction specifications and documents for the Tenant

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

Manager or his designee prior to commencement of construction.

3. Unless expressly waived in writing by the CITY, all construction, including the

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

#### **4. QUIET ENJOYMENT AND AIRPORT MAINTENANCE**

So long as Tenant fully performs all of the material terms and conditions of this Lease, Tenant shall peaceably and quietly have, hold and enjoy the Premises in accordance with the terms and conditions of this Lease.

#### **5. TERM OF LEASEHOLD AND PROVISION GOVERNING SUBLEASING**

- A. The Term this Lease is defined as the period beginning on the date that CITY accepts a Tenant Development Plan in accordance with Section 3, above (the "Commencement Date"), and shall run for a period of twelve (12) months and may be renewed for two (2) additional twelve (12) month periods upon mutual agreement of the parties thereafter unless sooner terminated in accordance with the terms and provisions hereof.
- B. The Tenant may sublease the Premises or any portion thereof during the Term of this Lease or any extension thereof subject to the following governing provisions:
  - 1. Any sublease shall be for a period not to exceed one (1) year, however, any such sublease may be renewed from year to year for one (1) year terms only.
  - 2. In the event of any termination of this Lease, the subtenant shall pay its rent to the CITY and the sublease shall terminate at the end of its existing one (1) year term.
  - 3. The Tenant shall advise any subtenant of these restrictions on a

sublease and the limitations set forth in this subparagraph 5(C) and the said restrictions shall be binding on any subtenant.

**6. RENTS AND FEES PAYABLE TO CITY**

A. Tenant agrees to pay to the CITY, monthly in advance, without right of abatement or setoff, on or before the first (1st) day of each month, Premises Rent, plus any sales or use tax imposed thereon, and any fees and charges, with the first such payments due on the Commencement Date and further prorated for the number of days remaining in the current month. Premises Rent shall be twenty-five cents (\$0.12) per square foot per annum adjusted on each anniversary of the Commencement Date based on the net change of the Consumer Price Index (CPI), or similar successor index then currently being used by CITY. The square foot calculation shall include an apron surrounding the footprint of the Tenant Improvements of not less than five (5) feet in all directions. In no event shall the Premises Rent be adjusted downward during the Term of this Lease.

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

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

D. In the event any required payment is not made by Tenant when required, CITY shall be entitled to, and Tenant will pay to CITY, interest at the rate of eighteen percent (18%) per annum on all amounts unpaid accruing from the date such amount was due. In addition, Tenant shall pay ten dollars (\$10.00) dollars per calendar day that any report required under this Lease is delinquent and said charge shall accrue for each report until receipt by CITY.

E. CITY reserves the right to establish, from time to time, by Resolution,

landing fees that may be applicable to Tenant, its guests, and its business invitees.

- F. Should *ad valorem* taxes be assessed against the Premises, Tenant shall be responsible for payment of all such taxes or assessments as set forth in Section 14, hereof.

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

## **REPORTS, RECORDS AND AUDITS**

7.

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

## **UTILITIES**

8.

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

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

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

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

#### **OWNERSHIP OF IMPROVEMENTS**

##### **9.**

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

#### **FACILITIES, MAINTENANCE AND REPAIR**

##### **10.**

A. In the operation of Tenant's activities within the Premises, Tenant will design, develop, construct, manage, maintain, repair, and pay for the following:

1. All leasehold improvements, decorations, equipment and furnishings,

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

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

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

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

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

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

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

F. CITY may enter upon the Premises as need be to provide adequate



protection and utilities to any portion of its property, but such must be done in a reasonable manner and shall not unreasonably interfere with Tenant's use of the Premises.

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

## **11. DAMAGE OR DESTRUCTION OF LEASED PREMISES**

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

## **12. INSURANCE REQUIREMENTS**

A. General. Tenant shall purchase and maintain insurance required in this Section to protect Tenant and CITY throughout the duration of this Lease. All policies shall be written on a per occurrence basis and not a claims-made basis unless otherwise approved in writing by the City Manager or his designee, in the event that a per occurrence policy is not available. All policies shall be written in form and amounts and with companies

satisfactory to CITY. Tenant shall name CITY, its elected and appointed officials, employees and agents as additional insured on all policies except workers compensation insurance. All coverage required hereunder shall be primary without a right of contribution from any other insurance or similar protection that is carried by or on behalf of the additional insureds. CITY shall have no liability for any premiums charged for such coverage, and the inclusion of CITY as an Additional Insured is not intended to, and shall not make, CITY a partner or joint venturer with Tenant in its operations at the Airport. All insurance policy limits indicated below are the minimum limits required in order for the Tenant to operate on the Premises and do not contractually release or limit the Tenant from additional liability for any loss associated with these coverages that may exceed those minimum limits.

B. Required Insurance.

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

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

3. Commercial General Liability Insurance: If, under the terms of this Lease, Tenant conducts operations that create general liability exposures not covered by its Airport Liability Insurance policy, Tenant shall procure and maintain during the term of this Lease Commercial General Liability Insurance on a per occurrence basis with limits of liability not less than \$1,000,000 per occurrence and aggregate combined single limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following: (1) Contractual

Liability, (2) Premises and Operations, (3) Products and Completed Operations, (4) Independent Contractors Coverage, (5) Personal and Advertising Injury, and (6) deletion of Explosion, Collapse and Underground (XCU), where applicable. Coverage shall be no less comprehensive and no more restrictive than the coverage provided by a standard form Commercial General Liability Policy (ISO CG 0001 with standard exclusions "a" through "o" or an equivalent acceptable to CITY. Any additional exclusions shall be submitted with the Certificate of insurance and shall be subject to the review and approval of the CITY. The policy shall be endorsed to provide an Aggregate per Location Endorsement.

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

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

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

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

C. Subcontractors: Tenant shall require that any of its agents and

subcontractors who perform work and/or services pursuant to the provisions of this Lease carry commercially reasonable insurance coverage commensurate with their use or access as consistent with industry standards for that use or access.

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

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

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

### **13. INDEMNIFICATION**

A. Tenant agrees to the fullest extent permitted by law, to indemnify, defend, pay on behalf of, and hold harmless CITY, its elected and appointed officials, its agents, employees and volunteers and others working on behalf of CITY from and against any and

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

#### **14. TAXES AND LICENSES**

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

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

C. In the event that by legislative enactment, judicial action or administrative decision CITY or Tenant shall be determined to be liable for any real estate taxes, or charges in lieu of taxes, or use charge assessed against the Premises or improvements thereon, or any excise or tax on the activities or operations conducted on the premises, Tenant shall pay the same in the manner provided and shall reimburse the CITY for any

such taxes, charges or excises that the CITY may pay, without duplication. After payment, Tenant shall have the right, either in its own name or in the name of the CITY, to contest or litigate in the appropriate tribunal or tribunals the validity of any such assessment or the amount thereof, all at the expense of the Tenant. Tenant shall indemnify and hold harmless CITY against any loss or damage arising from Tenant's contest of said assessment or its failure to pay the same pending final adjudication of the validity of the assessment and/or the amount thereof by Court or other tribunal of competent jurisdiction.

## **15. INGRESS, EGRESS, AND SECURITY**

A. Tenant shall have the right of ingress to and egress from the Premises subject to the Airport Standards. Subject to Tenant's quiet enjoyment rights, CITY reserves the right to alter or change the routes of ingress and egress.

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

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

D. Tenant shall be responsible for obtaining and coordinating any Transportation Security Administration (TSA) required or CITY administered criminal history record checks, fingerprinting, security threat assessments, badging, vehicle

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

E. Tenant further agrees that any fines levied upon CITY, its officers, employees, agents, and elected or appointed members of CITY's boards and commissions and employees, agents or officers of CITY's boards and commissions pursuant to enforcement of Security Requirements due to acts or omissions by Tenant, Tenant's agents, servants, officers, employees, representatives, independent contractors and their subcontractors, invitees, patrons, and suppliers shall be borne by Tenant. Tenant further agrees to indemnify and hold harmless CITY, its officers, employees, agents, and elected or appointed members of CITY's boards and commissions, and employees, agents, or officers of CITY's boards and commissions from any and all fines so levied and from any and all claims, demands, liabilities, or expenses of every kind or nature related to such levy or defense to such levy (including, but not limited to, salary of attorneys employed

by CITY) which CITY or any of its officers, employees, elected or appointed officials, or other persons set out above shall or may at any time sustain or incur by reason of or in consequence of such acts or omissions by Tenant. Tenant further agrees to indemnify and hold harmless CITY, its officers, employees, agents, and elected or appointed members of CITY's boards and commissions, and employees, agents, or officers of CITY's boards and commissions from any and all claims, demands and or lawsuits arising out of Tenant's or Tenant's employees' failure to comply with Security Requirements.

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

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

## **16. ENVIRONMENTAL MATTERS**

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

B. As used herein, the term "Hazardous Materials" means and includes any and all substances, chemicals, wastes, sewage or other materials which are now or hereafter regulated, controlled or prohibited by any local, state or federal law or regulation requiring removal, warning or restrictions on the use, generation, disposal or transportation thereof including, without limitation, (a) any substance defined as a "hazardous substance," "hazardous material," "hazardous waste," "toxic substance," or "air pollutant" in the Comprehensive Environmental Response Compensation and Liability Act (CERCLA), 42 U.S.C. Section 9601, et seq., the Hazardous Materials Transportation Act (HMTA), 49 U.S.C. Section 1801. et seq., the Resource Conservation and Recovery Act (RCRA), 42 U.S.C. Section 6901, et seq., the Federal Water Pollution Control Act (FWPCA), 33 U.S.C.



Section 1251, et seq., or the Clean Air Act (CAA), 42 U.S.C. Section 7401, et seq., all as amended and amended hereafter, (b) any hazardous substance, hazardous waste, toxic substance, toxic waste, hazardous material, waste, chemical, or compound described in any other federal, state, or local statute, ordinance, code, rule, regulation, order, decree or other law now or at any time hereafter in effect regulating, relating to or imposing liability or standards of conduct concerning any hazardous, toxic, or dangerous substance, chemical, material, compound or waste. As used herein, the term "Hazardous Materials" also means and includes, without limitation, asbestos; flammable, explosive or radioactive materials; gasoline; oil; motor oil; waste oil; petroleum (including without limitation, crude oil or any fraction (hereof)); petroleum-based products; paints and solvents; lead; cyanide; DDT; printing inks; acids; pesticides; ammonium compounds; polychlorinated biphenyls; and other regulated chemical products.

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

D. Upon the expiration or earlier termination of this Lease, Tenant shall, at its expense, (a) cause all Hazardous Materials to be removed from the Premises and disposed of in accordance with Environmental Laws; (b) unless otherwise agreed to by the CITY, remove any aboveground or underground storage tanks or other containers installed and used to store Hazardous Materials on the Premises and repair any damage to the Premises caused by such removal; (c) with respect to any aboveground or underground storage tanks that the CITY agrees that Tenant may leave on the Premises, have such tanks inspected and certified as being in compliance with Environmental Laws and in the appropriate circumstance, provide a temporary or permanent Certificate of Closure for such tanks (in the event that a tank is closed only temporarily, all leak-detection systems must

remain in place and be fully operational at the time Tenant surrenders the Premises to the CITY); (d) cause any soil and groundwater on any other portion of the Airport property which has become contaminated by any Hazardous Materials brought to the Premises by or for Tenant or by Tenant's agent, officer, employee, representative, independent contractor and its subcontractors, invitee, patron, supplier, or subtenant to be decontaminated, detoxified or otherwise cleaned up in accordance with the requirements of Environmental Laws and relevant governmental authorities; and (e) otherwise surrender possession of the Premises to the CITY free of contamination attributable to Hazardous Materials in excess of amounts permissible under then current Environment Laws. Tenant shall have no liability under this paragraph for conditions that existed on the Premises prior to the Effective Date.

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

F. Tenant shall indemnify the CITY, its elected or appointed officials, officers and employees, defend them with counsel reasonable and acceptable to the CITY, and hold them free and harmless from any and all liabilities, damages, claims, penalties, fines, settlements, causes of action, costs or expense, including reasonable attorneys' fees, environmental consultant and laboratory fees and the costs and expense of investigation and defending any claims or proceedings, to the extent that any of the above result from or are attributable in any way from the violation of any of the Environmental Laws by Tenant, Tenant's agents, servants, officers, employees, representatives, independent contractors and their subcontractors, invitees, patrons, suppliers, and sublessees.

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

## **17. MISCELLANEOUS OBLIGATIONS OF TENANT**

A. Business Conduct. Tenant shall conduct its operation hereunder in an orderly and proper manner so as not to unreasonably annoy, disturb, endanger or be offensive to others at or near the Premises.

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

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

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

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

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

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

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

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

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

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

## **18. LEASEHOLD ENCUMBRANCES**

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

## **19. SUBORDINATION**

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

## **20. ASSIGNMENT**

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

## **21. TERMINATION**

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

B. Termination by CITY:

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

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

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

discontinuance of the fulfillment of any required provision of the Lease by Tenant.

c. Tenant fails to pay the rental charges when due or fails after fifteen (15) days written notice to pay other monetary payments, including payment of any *ad valorem* taxes assessed against the premises, required by this Lease.

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

e. Tenant fails to abide by all Airport Standards.

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

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

3. In addition to all other remedies available, if default is made by Tenant as described in Section 21.B.1 hereinabove, and such default is not cured as provided in Section 21.B.2, CITY may elect to terminate this Lease immediately by written notice to Tenant. In the event of any termination for default by Tenant, CITY will have the right to enter upon the Premises and take exclusive possession of same. Redelivery and disposal of improvements will be as described in Section 21.D of this Lease. All rights and remedies of the CITY herein created or otherwise existing at law are cumulative and the exercise of one or more rights or remedies shall not be taken to exclude or waive the right to exercise of any other, except where this Lease provides otherwise. All such rights and remedies may be exercised and enforced concurrently and whenever

and as often as deemed advisable. Any amount paid or expense or liability incurred by the CITY for the account of Tenant may be deemed to be additional charges and the same may, at the option of the CITY, be added to any rents and fees then due or thereafter falling due hereunder. The Tenant agrees to keep all required insurance policies in effect until the time it surrenders its Premises.

C. Termination by Tenant:

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

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

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

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

be as described in Section 21.D of this Lease.

D. Tenant covenants that at the termination of this Lease, howsoever caused, it will quit and surrender the Premises in good repair and condition, except reasonable wear and tear and comply with Section 16 of this Lease. Prior to the natural expiration of this Lease or within thirty (30) days of an early termination, howsoever caused, Tenant shall remove from the Premises all personal property belonging to Tenant or its sublessees. For purposes of Section 21.D the words "permanent improvements" will include, but not be limited to paving, buildings, structures and related appurtenances, wall coverings, carpeting, draperies, light fixtures, and any other materials or equipment typically considered to be a part of real property. Upon termination of this Lease, howsoever caused, Tenant shall leave in place all of the permanent improvements, except as otherwise provided in this Lease, without any consideration or compensation required from CITY to Tenant unless the termination is due to default of CITY or is governed by Section 21.A. If termination is due to default of CITY, CITY shall compensate Tenant for those permanent improvements by paying to Tenant the reasonably documented cost of construction of (i) the Tenant Improvements and (ii) any other improvements located on the Premises so long as those other improvements were not paid for by CITY multiplied by the number of years remaining in the Lease divided by 30 years, with such payment to be made within thirty (30) days of the date this Lease is terminated.

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



Term. If Tenant fails to exercise its right to cancel, Tenant shall, at its own cost and expense, make the repairs made necessary due to said partial taking.

## **22. FEDERAL GOVERNMENT REQUIREMENTS**

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

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

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

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

2. Tenant for itself, its personal representatives, successors in interest, and

assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that (1) no person on the basis of race, creed, color, sex, national origin, ancestry, age or handicap shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the basis of race, creed, color, sex, national origin, ancestry, age or handicap shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that any tenant shall use the Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary Part 21, NON-DISCRIMINATION in Federally-assisted Programs of the Department of Transportation Effectuation of Title VI of the Civil Rights Act of 1964 and as said regulation may be amended, and (4) that any tenant will assure that no person will be excluded from participation in, denied the benefits of or otherwise be discriminated against in connection with the award and performance of any contract, including leases, covered by 49 CFR Part 23 on the grounds of race, color, religion, sex, sexual orientation, age, disability, national origin or any other protected status.

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

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

the same effect.

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

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

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

## **23. GENERAL PROVISIONS**

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

B. No provision of this Lease shall limit the CITY or expose the CITY to any

liability for the exercise of its statutory or common law rights and obligations to control the Airport, to provide for the safety and security of all users of the Airport and to make available suitable facilities for cargo services, passenger and baggage services and the landing accommodation of aircraft. CITY retains the right to allow any tenant or CITY's own personnel or contractors to conduct business that is in competition with Tenant's current or reasonably anticipated business.

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

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

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

F. This Lease and all disputes arising hereunder shall be governed by the laws of the State of Florida and venue for any dispute shall be in a court of appropriate jurisdiction in the 10<sup>th</sup> Judicial Circuit, in and for Polk County, Florida. Federal jurisdiction shall lie in the Courts of the Middle District of Florida. In any such dispute, each party shall be responsible for its own respective costs and attorney's fees.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

U. CITY's and Tenant's rights and duties set forth in Sections 7 (records, but only to the extent required by law or government grant), 12 (insurance, but only with regard to occurrences commencing prior to the expiration or termination of this Lease), 13 (indemnification), 14 (taxes, but only with regard to taxes accruing because of or related to the performance of this Lease), 16 (environmental matters), and paragraph T of this Section (no lien) shall survive any expiration or termination of this Lease.

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

If intended for CITY, address to:

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

With a copy to:

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

If intended for Tenant, address to:

Eric K. Farewell, Registered Agent  
936 Carlton Avenue  
Lake Wales, FL 33853

[Signatures appear on Following Page]

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

(Seal)

**CITY OF LAKE WALES, FLORIDA**

**Witnesses (2):**

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

By: \_\_\_\_\_  
Eugene Fultz, Its Mayor

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

STATE OF FLORIDA  
COUNTY OF POLK

This instrument was acknowledged before me by Eugene Fultz, as Mayor of the City of Lake Wales after approval by the Lake Wales City Commission on July \_\_\_\_, 2015.

\_\_\_\_\_  
Notary Public  
My Commission Expires \_\_\_\_\_

**AVIATOR ENTERPRISES, LLC**

**Witnesses (2):**

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

By: \_\_\_\_\_  
Eric K. Farewell, its Manager

STATE OF FLORIDA  
COUNTY OF POLK

This instrument was acknowledged before me by Eric K. Farewell, Manager and on behalf of Aviator Enterprises, LLC, who is personally known to me or has provided \_\_\_\_\_ as identification, on \_\_\_\_\_, 2015.

\_\_\_\_\_  
Notary Public

(SEAL



## **GROUND LEASE**

This Ground Lease ("Lease"), is entered into this \_\_\_\_ day of \_\_\_\_\_, 2015, the ("Effective Date") by and between the City of Lake Wales, a Florida municipal corporation ("CITY"), and Terry Short Aircraft Services, LLC, a Florida limited liability company, ("Tenant").

### **WITNESSETH:**

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

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

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

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

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

### **1. DEMISE OF PREMISES**

A. Subject to the terms and conditions set forth in this Lease, CITY hereby demises and leases to Tenant and Tenant hereby leases from CITY that certain real property consisting of 3,600 square feet being more specifically described in the attached survey, the cost of which survey is to be borne by Tenant, (the "Real Property"), together with all improvements constructed or placed thereon (collectively the "Premises"). The sole permitted use of the Premises by Tenant is for Tenant's construction and use of a hangar for personal storage of aircraft and operation of its business consistent with all Airport Standards, as defined below. In addition, in conjunction with and appurtenant to its leasehold interest in the Premises, Tenant shall have a nonexclusive right to use at no additional cost, in accordance with all Airport Standards, and only to the extent necessary in conjunction with the Intended Use of the Premises, CITY's master drainage, retention and/or water management systems, utility access rights of way, road and vehicular accesses, and taxiways to the extent they exist from time to time at the Airport.

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

## **2. CONDITION OF PREMISES**

Tenant has inspected the Premises and performed any desired physical or environmental assessment of the Premises and acknowledges that CITY is not obligated to provide additional utility lines, roadways, taxi ways, or other facilities and Tenant accepts the Premises "AS-IS." Tenant acknowledges that CITY has made no

representations or warranties relating to the condition of the Premises for any particular use, and CITY shall have no obligation whatsoever to repair, maintain, renovate or otherwise incur any cost or expense with respect to the Premises.

### **3. CONSTRUCTION OF IMPROVEMENTS BY TENANT**

#### **A. Tenant Development Plan**

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

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

3. Within thirty (30) days of receipt of the proposed Tenant Development Plan, the City Manager or his designee shall review and approve or disapprove, not to be unreasonably withheld, the proposed Tenant Development Plan submitted by Tenant. The sole method of acceptance of the Tenant Development Plan by CITY is execution by

the City Manager or his designee of a notice of acceptance of the final design. The failure of the City Manager or his designee to respond to any submission by Tenant within the required time period shall not be deemed an acceptance. The Tenant Development Plan as finally approved by the City Manager or his designee shall become the "Approved Tenant Development Plan." The Approved Tenant Development Plan may be modified by Tenant only if such modifications are approved in advance and in writing by the City Manager or his designee, in his or her sole discretion.

4. If the City Manager disapproves the Tenant Development Plan or any subsequently submitted modified Tenant Development Plan, the City Manager or his designee will inform Tenant in writing of his or her disapproval with details as to the reasons for such disapproval and/or request for further clarification of the Tenant Development Plan elements. Tenant shall respond within thirty (30) days with a modified Tenant Development Plan or subsequent modified Tenant Development Plan. Modified Tenant Development Plans submitted by Tenant may include revised dates as compared to previously submitted Tenant Development Plans to account for delays necessitated by resubmission. The parties agree to negotiate in good faith to resolve any conflicting issues that may arise, but if the parties cannot agree to a Tenant Development Plan and execute a notice of acceptance of the final design, CITY or Tenant may terminate this Lease by ten (10) days written notice to the other and, in that event, no recourse or damages shall be available to either party. During such termination notice period, Tenant may choose to accept any proposed Tenant Development Plan which the City Manager or his designee previously provided, in writing to Tenant, would be acceptable, and in such event the termination by CITY shall be revoked.

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

Tenant Development Plan. The determination of completion of any other Benchmarks shall be at CITY's reasonable judgment, which shall be exercised in good faith.

B. Construction by Tenant.

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

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

conformance with the Airport Standards and the Tenant Development Plan by the City Manager or his designee prior to commencement of construction.

3. Unless expressly waived in writing by the CITY, all construction, including the

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

#### **4. QUIET ENJOYMENT AND AIRPORT MAINTENANCE**

So long as Tenant fully performs all of the material terms and conditions of this Lease, Tenant shall peaceably and quietly have, hold and enjoy the Premises in accordance with the terms and conditions of this Lease.

#### **5. TERM OF LEASEHOLD AND PROVISION GOVERNING SUBLEASING**

- A. The Term this Lease is defined as the period beginning on the date that CITY accepts a Tenant Development Plan in accordance with Section 3, above (the "Commencement Date"), and shall run for a period of thirty (30) years thereafter unless sooner terminated in accordance with the terms and provisions hereof.
- B. At its election, CITY may terminate this Lease after a period of ten (10) years by paying to the tenant the value of the remaining useful life of the Tenant Improvements, together with a fifteen percent (15%) premium therefor. The remaining useful life shall be determined by a State Certified General Real Estate Appraiser selected by the CITY. CITY, at its discretion, may elect to terminate this Lease in the manner contemplated by this subparagraph at any time subsequent to the initial ten (10) year period contemplated hereby.
- C. The Tenant may sublease the Premises or any portion thereof during the Term of this Lease or any extension thereof subject to the following governing provisions:

1. Any sublease shall be for a period not to exceed one (1) year, however, any such sublease may be renewed from year to year for one (1) year terms only.
2. In the event of any termination of this Lease, the subtenant shall pay its rent to the CITY and the sublease shall terminate at the end of its existing one (1) year term.
3. The Tenant shall advise any subtenant of these restrictions on a sublease and the limitations set forth in this subparagraph 5(C) and the said restrictions shall be binding on any subtenant.

## **6. RENTS AND FEES PAYABLE TO CITY**

A. Tenant agrees to pay to the CITY, monthly in advance, without right of abatement or setoff, on or before the first (1st) day of each month, Premises Rent, plus any sales or use tax imposed thereon, and any fees and charges, with the first such payments due on the Commencement Date and further prorated for the number of days remaining in the current month. Premises Rent shall be twenty-five cents (\$0.25) per square foot per annum adjusted on each anniversary of the Commencement Date based on the net change of the Consumer Price Index (CPI), or similar successor index then currently being used by CITY. The square foot calculation shall include an apron surrounding the footprint of the Tenant Improvements of not less than five (5) feet in all directions. In no event shall the Premises Rent be adjusted downward during the Term of this Lease.

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

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

D. In the event any required payment is not made by Tenant when required, CITY shall be entitled to, and Tenant will pay to CITY, interest at the rate of eighteen percent (18%) per annum on all amounts unpaid accruing from the date such amount was due. In addition, Tenant shall pay ten dollars (\$10.00) dollars per calendar day that any report required under this Lease is delinquent and said charge shall accrue for each report until receipt by CITY.

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

F. Should *ad valorem* taxes be assessed against the Premises, Tenant shall be responsible for payment of all such taxes or assessments as set forth in Section 14, hereof.

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

## **REPORTS, RECORDS AND AUDITS**

7.

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

## **UTILITIES**

8.

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



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

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

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

## **OWNERSHIP OF IMPROVEMENTS**

### **9.**

A. Ownership. Tenant shall have title to and ownership of all improvements constructed by Tenant while this Lease is in effect. Title to all permanent improvements on the Premises shall vest in CITY at the expiration or early termination of this Lease.

All property located or installed on the Premises shall be dealt with according to Section 21.D, hereof.

## **FACILITIES, MAINTENANCE AND REPAIR**

### **10.**

A. In the operation of Tenant's activities within the Premises, Tenant will design, develop, construct, manage, maintain, repair, and pay for the following:

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

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

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

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

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

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

E. The City Manager or his designee in his or her discretion, reasonably exercised, shall be the judge of the quality of maintenance, repair, cleaning, and other Tenant responsibilities under this Section. Upon written notice by the City Manager or his designee to Tenant, Tenant shall be required to perform reasonable maintenance, repair, or cleaning that the City Manager or his designee deems necessary. If such maintenance, repair, or cleaning or reasonable steps to undertake such work are not commenced by Tenant within five (5) days after receipt of such written notice, CITY shall have the right to enter upon the Premises and perform the necessary maintenance, repair, or cleaning, the cost of which, including a fifteen (15) percent administrative charge, shall be borne by Tenant. Payment for such work performed by the CITY shall be made by Tenant within fifteen (15) days after billing by the CITY for the same. Notwithstanding the above, CITY may require any immediate maintenance, repair, or cleaning affecting safety or the security of the Airport as determined in writing by the City

Manager or his designee in his or her sole discretion and if Tenant cannot be reached or does not immediately carry out such work, CITY shall have the right to immediately enter upon the Premises and perform the necessary work, the cost of which, including a fifteen (15) percent administrative charge, shall be borne by Tenant. CITY reserves the right to enter and inspect the Premises at any reasonable time throughout the term of this Lease in the execution of its governmental and proprietary functions or to ensure compliance with this Lease.

F. CITY may enter upon the Premises as need be to provide adequate protection and utilities to any portion of its property, but such must be done in a reasonable manner and shall not unreasonably interfere with Tenant's use of the Premises.

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

## **11. DAMAGE OR DESTRUCTION OF LEASED PREMISES**

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

other contingencies beyond the control of Tenant.

## **12. INSURANCE REQUIREMENTS**

A. General. Tenant shall purchase and maintain insurance required in this Section to protect Tenant and CITY throughout the duration of this Lease. All policies shall be written on a per occurrence basis and not a claims-made basis unless otherwise approved in writing by the City Manager or his designee, in the event that a per occurrence policy is not available. All policies shall be written in form and amounts and with companies satisfactory to CITY. Tenant shall name CITY, its elected and appointed officials, employees and agents as additional insured on all policies except workers compensation insurance. All coverage required hereunder shall be primary without a right of contribution from any other insurance or similar protection that is carried by or on behalf of the additional insureds. CITY shall have no liability for any premiums charged for such coverage, and the inclusion of CITY as an Additional Insured is not intended to, and shall not make, CITY a partner or joint venturer with Tenant in its operations at the Airport. All insurance policy limits indicated below are the minimum limits required in order for the Tenant to operate on the Premises and do not contractually release or limit the Tenant from additional liability for any loss associated with these coverages that may exceed those minimum limits.

### **B. Required Insurance.**

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

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

States shall be attached to the Certificate of Insurance or a copy of the insurance policy may be submitted.

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

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

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

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

shall provide coverage on a replacement cost basis.

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

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

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

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

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

written notification. Tenant shall submit to CITY new certificate(s) of insurance indicating that the required changes have been effected. Said certificates shall be submitted to CITY no later than thirty (30) days following the effective date of the affected policies

### **13. INDEMNIFICATION**

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

### **14. TAXES AND LICENSES**

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

B. Prior to the commencement date of this Lease, the Premises are tax exempt. Tenant shall be fully responsible for payment of any and all taxes, real estate taxes, assessments, and charges levied against the Premises or any part thereof or any improvements, and upon any taxable interest of Tenant acquired in this Lease from and after the date of this Lease. Tenant shall also be responsible for payment of any and all personal property taxes levied against any personal property placed upon the Premises by Tenant. Tenant shall pay all such taxes, assessments and charges as the same become due and payable. Upon request, Tenant shall deliver to CITY duplicate receipted tax statements showing such taxes, assessments and charges as having been paid prior to delinquency. Taxes for the year in which this Lease is terminated shall be paid upon such



termination in a prorated amount equal to one-twelfth (1/12) of the taxes due and payable for the preceding year multiplied by the number of months in the year of such termination which elapsed prior to and including the month of such termination.

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

## **15. INGRESS, EGRESS, AND SECURITY**

A. Tenant shall have the right of ingress to and egress from the Premises subject to the Airport Standards. Subject to Tenant's quiet enjoyment rights, CITY reserves the right to alter or change the routes of ingress and egress.

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

C. Tenant further agrees that it shall be responsible for ensuring Tenant's agents, servants, officers, employees, representatives, independent contractors and their subcontractors, invitees, patrons, and suppliers, and shall adhere to the Security

Requirements. Tenant agrees to control all persons and vehicles entering any airport restricted area through its leased space in accordance with the Security Requirements and shall provide any and all escorts, as outlined in the Airport's Security Program, at all times.

D. Tenant shall be responsible for obtaining and coordinating any

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

E. Tenant further agrees that any fines levied upon CITY, its officers,

employees, agents, and elected or appointed members of CITY's boards and commissions and employees, agents or officers of CITY's boards and commissions

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

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

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

## **16. ENVIRONMENTAL MATTERS**

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

B. As used herein, the term "Hazardous Materials" means and includes any and all substances, chemicals, wastes, sewage or other materials which are now or hereafter

regulated, controlled or prohibited by any local, state or federal law or regulation requiring removal, warning or restrictions on the use, generation, disposal or transportation thereof including, without limitation, (a) any substance defined as a "hazardous substance," "hazardous material," "hazardous waste," "toxic substance," or "air pollutant" in the Comprehensive Environmental Response Compensation and Liability Act (CERCLA), 42 U.S.C. Section 9601, et seq., the Hazardous Materials Transportation Act (HMTA), 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act (RCRA), 42 U.S.C. Section 6901, et seq., the Federal Water Pollution Control Act (FWPCA), 33 U.S.C. Section 1251, et seq., or the Clean Air Act (CAA), 42 U.S.C. Section 7401, et seq., all as amended and amended hereafter, (b) any hazardous substance, hazardous waste, toxic substance, toxic waste, hazardous material, waste, chemical, or compound described in any other federal, state, or local statute, ordinance, code, rule, regulation, order, decree or other law now or at any time hereafter in effect regulating, relating to or imposing liability or standards of conduct concerning any hazardous, toxic, or dangerous substance, chemical, material, compound or waste. As used herein, the term "Hazardous Materials" also means and includes, without limitation, asbestos; flammable, explosive or radioactive materials; gasoline; oil; motor oil; waste oil; petroleum (including without limitation, crude oil or any fraction (hereof)); petroleum-based products; paints and solvents; lead; cyanide; DDT; printing inks; acids; pesticides; ammonium compounds; polychlorinated biphenyls; and other regulated chemical products.

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

D. Upon the expiration or earlier termination of this Lease, Tenant shall, at its expense, (a) cause all Hazardous Materials to be removed from the Premises and disposed

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

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

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

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

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

## **17. MISCELLANEOUS OBLIGATIONS OF TENANT**

A. Business Conduct. Tenant shall conduct its operation hereunder in an orderly and proper manner so as not to unreasonably annoy, disturb, endanger or be offensive to others at or near the Premises.

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

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

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

E. Vapor or Smoke. Tenant shall not create nor permit to be caused or created

upon the Premises any obnoxious odor, smoke or noxious gases or vapors beyond those associated with normal leasehold activities.

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

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

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

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

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

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

## **18. LEASEHOLD ENCUMBRANCES**

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

## **19. SUBORDINATION**

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

## **20. ASSIGNMENT**

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

## **21. TERMINATION**

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

B. Termination by CITY:

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

a. Tenant becomes insolvent, or takes the benefit of any present or future



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

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

c. Tenant fails to pay the rental charges when due or fails after fifteen (15) days written notice to pay other monetary payments, including payment of any *ad valorem* taxes assessed against the premises, required by this Lease.

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

e. Tenant fails to abide by all Airport Standards.

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

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

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

C. Termination by Tenant:

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

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

3. CITY shall have thirty (30) days following delivery by Tenant of a written notice of such breach or default during which it may cure the breach or default to avoid

the termination of this Lease, except if the fulfillment of its obligation requires activity over a period of time, and CITY has provided to Tenant a schedule of activities necessary to cure the default and has commenced in good faith to perform whatever may be required for fulfillment within twenty (20) days after receipt of notice and continues such performance without interruption except for causes beyond its control.

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

D. Tenant covenants that at the termination of this Lease, howsoever caused, it will quit and surrender the Premises in good repair and condition, except reasonable wear and tear and comply with Section 16 of this Lease. Prior to the natural expiration of this Lease or within thirty (30) days of an early termination, howsoever caused, Tenant shall remove from the Premises all personal property belonging to Tenant or its sublessees. For purposes of Section 21.D the words "permanent improvements" will include, but not be limited to paving, buildings, structures and related appurtenances, wall coverings, carpeting, draperies, light fixtures, and any other materials or equipment typically considered to be a part of real property. Upon termination of this Lease, howsoever caused, Tenant shall leave in place all of the permanent improvements, except as otherwise provided in this Lease, without any consideration or compensation required from CITY to Tenant unless the termination is due to default of CITY or is governed by Section 21.A. If termination is due to default of CITY, CITY shall compensate Tenant for those permanent improvements by paying to Tenant the reasonably documented cost of construction of (i) the Tenant Improvements and (ii) any other improvements located on the Premises so long as those other improvements were not paid for by CITY multiplied by the number of years remaining in the Lease divided by 30 years, with such payment to be made within thirty (30) days of the date this Lease is terminated.

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

## **22. FEDERAL GOVERNMENT REQUIREMENTS**

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

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

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

1. Tenant for itself, its heirs, personal representatives, successors in interest,

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

2. Tenant for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that (1) no person on the basis of race, creed, color, sex, national origin, ancestry, age or handicap shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the basis of race, creed, color, sex, national origin, ancestry, age or handicap shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that any tenant shall use the Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary Part 21, NON-DISCRIMINATION in Federally-assisted Programs of the Department of Transportation Effectuation of Title VI of the Civil Rights Act of 1964 and as said regulation may be amended, and (4) that any tenant will assure that no person will be excluded from participation in, denied the benefits of or otherwise be discriminated against in connection with the award and performance of any contract, including leases, covered by 49 CFR Part 23 on the grounds of race, color, religion, sex, sexual orientation, age, disability, national origin or any other protected status.

3. In the event of breach of the nondiscrimination covenants contained herein, CITY shall have the right to terminate this Lease and to re-enter and repossess said Premises and the facilities thereon pursuant to Section 21 or pursuant to any applicable requirement or procedure provided by federal law. This provision shall not be effective until the procedures

of Title 49, Code of Federal regulations, Part 21, are followed and completed, including exercise or expiration of appeal rights.

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

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

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

E. Notwithstanding the above, Tenant shall comply with any applicable federal

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

## **23. GENERAL PROVISIONS**

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

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

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

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

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

F. This Lease and all disputes arising hereunder shall be governed by the laws

of the State of Florida and venue for any dispute shall be in a court of appropriate jurisdiction in the 10<sup>th</sup> Judicial Circuit, in and for Polk County, Florida. Federal jurisdiction shall lie in the Courts of the Middle District of Florida. In any such dispute, each party shall be responsible for its own respective costs and attorney's fees.

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

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

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

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

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

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

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



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

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

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

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

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

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

T. Tenant shall keep the Premises and improvements thereon free and clear of any lien or charge except for any mortgage, sublease or easement permitted by this

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

U. CITY's and Tenant's rights and duties set forth in Sections 7 (records, but only to the extent required by law or government grant), 12 (insurance, but only with regard to occurrences commencing prior to the expiration or termination of this Lease), 13 (indemnification), 14 (taxes, but only with regard to taxes accruing because of or related to the performance of this Lease), 16 (environmental matters), and paragraph T of this Section (no lien) shall survive any expiration or termination of this Lease.

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

If intended for CITY, address to:

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

With a copy to:

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

If intended for Tenant, address to:

Terry Short, Authorized Member  
Terry Short Aircraft Services, LLC  
450 Airport Road  
Lake Wales, FL 33859

With a Copy to:

United States Corporation Agents, Inc.  
Registered Agent  
13302 Winding Oak Court  
A  
Tampa, FL 33612

[Signatures appear on Following Page]

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

(Seal)

**CITY OF LAKE WALES, FLORIDA**

**Witnesses (2):**

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

By: \_\_\_\_\_  
Eugene Fultz, Its Mayor

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

STATE OF FLORIDA  
COUNTY OF POLK

This instrument was acknowledged before me by Eugene Fultz, as Mayor of the City of Lake Wales after approval by the Lake Wales City Commission on \_\_\_\_\_, 2015.

\_\_\_\_\_  
Notary Public  
My Commission Expires \_\_\_\_\_

**Terry Short Aircraft Services, LLC**

**Witnesses (2):**

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

By: \_\_\_\_\_  
Terry Short, Managing Member

STATE OF FLORIDA  
COUNTY OF POLK

This instrument was acknowledged before me by Terry Short, Managing Member and on behalf of Terry Short Aircraft services, LLC, who is personally known to me or has provided \_\_\_\_\_ as identification, on \_\_\_\_\_, 2015.

\_\_\_\_\_  
Notary Public

(SEAL

# **MEMORANDUM**

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July 21, 2015

**TO:** Honorable Mayor and City Commissioners

**VIA:** Kenneth Fields, City Manager

**FROM:** Teresa Allen, Assistant Public/Support Services Director

**SUBJECT:** Ordinance 2015-05, 1st Reading

**SYNOPSIS:** The City Commission will consider approving Ordinance 2015-05 amending Lake Wales Code of Ordinances Chapter 2, Article VI. Cemetery Administration.

## **RECOMMENDATION**

Staff recommends that the City Commission approve the following action:

1. Approve Ordinance 2015-05 after first reading.

## **BACKGROUND**

In August 2014 the City Commission awarded L. Cobb Construction, Inc. the contract for the construction of a new Lake Wales Cemetery, Lake Wales Memorial Gardens. The grave sites in this cemetery will be flat headstone markers only and at some point in the future will be self sustaining, therefore an amendment to the pre-existing rules and regulations of the cemetery code of ordinances is required.

Ordinance 2015-05 amends Chapter 2 of the pre-existing Code of Ordinances pertaining to cemetery administration governing the rules and regulations of the municipal cemeteries. The amendment will incorporate all of the pre-existing rules and regulations of the cemeteries and make the necessary changes to incorporate the requirements of Lake Wales Memorial Gardens.

## **FISCAL IMPACT**

This Ordinance would cause cemetery fees to be set by resolution. A resolution will be presented during the second reading of this Ordinance.

## **OTHER OPTIONS**

Do not approve Ordinance 2015-05

## **ATTACHMENT**

Ordinance 2015-05

## **ORDINANCE 2015-05**

**AN ORDINANCE OF THE CITY OF LAKE WALES, POLK COUNTY, FLORIDA, AMENDING LAKE WALES CODE OF ORDINANCES CHAPTER 2, ARTICLE VI. CEMETERY ADMINISTRATION, AMENDING THE DEFINITION OF CEMETERY; ESTABLISHING RESPONSIBILITY FOR PERPETUAL CARE; ESTABLISHING TIMES OF AVAILABILITY OF THE CEMETERY MANAGER; ELIMINATING THE CEMETERY TRUST FUND; PROVIDING FOR ADOPTION OF CEMETERY FEES BY RESOLUTION OF THE CITY COMMISSION; ESTABLISHING THE TYPES OF MARKERS OR DECORATIONS ALLOWED OR DISALLOWED WITHIN THE CITY'S VARIOUS CEMETERIES; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.**

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

**SECTION 1.** Chapter 2, ARTICLE VI. - CEMETERY ADMINISTRATION, Lake Wales Code of Ordinances is amended as shown in the highlighted areas below (~~strike throughs~~ are deletions; underlines are additions):

### **DIVISION 1. - GENERAL MATTERS**

#### **Sec. 2-601. - Short title.**

This article, originally adopted by Ordinance No. 96-23 on November 19, 1996 and incorporating all of the preexisting rules and regulations governing the operation of the municipal cemeteries, shall be known and may be cited as the "City of Lake Wales Cemetery Code" or the "Cemetery Rules and Regulations."

#### **Sec. 2-602. - Legislative intent.**

(a) It is the intent of this article to establish uniform rules and regulations for the purchase, sale, use and maintenance of cemetery spaces in cemeteries owned by the City of Lake Wales and to prescribe procedures for the administration of these cemeteries.

(b) It is the intent of the city commission that the rules and regulations established by this article shall apply to every burial space in the municipal cemeteries whether said space is a grave, vault, crypt or niche unless specifically exempted herein.

(c) It is the intent of the city commission that this article shall serve as a contract defining the responsibilities of the city in maintaining the municipal cemeteries and the responsibilities of those paying respect to their loved ones who are interred therein.

#### **Sec. 2-603. - Definitions.**

(a) The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a

different meaning:

- (1) *Block* means a plot of land consisting of lots and spaces which is identified on the cemetery plat filed with the city clerk.
- (2) *Cemetery* means property owned or leased by the city for the burial of human remains ~~including the Lake Wales Cemetery and the Willow Lawn Cemetery~~ and any land leased or owned in the future for the burial of human remains.
- (3) *Cemetery administrator* means that person designated by the city manager to have responsibility for preparation and storage of documents for the conveyance, sale or transfer of burial rights and the collection and deposit of funds in payment of said conveyance, sale or transfer. The cemetery administrator shall also be responsible for any administrative work related to the interment or disinterment of human remains in the city's cemeteries.
- (4) *Cemetery manager* means that person designated by the city manager to have responsibility for the day-to-day maintenance and operation of the cemeteries.
- (5) *Certificate of ownership* means the instrument issued by the city, upon payment of the established fee, evidencing a perpetual right of burial in a certain cemetery space of the individual to whom the certificate is issued or a member of the immediate family of that individual.
- (6) *City* means the City of Lake Wales, Polk County, Florida.
- (7) *City clerk* means the duly appointed city clerk of the City of Lake Wales or his/her designee.
- (8) *City commission* means the elected governing body of the City of Lake Wales.
- (9) *City manager* means the city manager of the City of Lake Wales or his/her designee.
- (10) *Conveyance, sale or transfer* means the conveyance of a right to burial in a space and shall not be deemed to convey fee simple title to the space.
- (11) *Deed* means the certificate of ownership executed by the city certifying the conveyance to a purchaser of the right to burial in a space.
- (12) *Disinterment* means the opening of a burial site, the removal of a casket or other enclosure containing human remains from the open site, and the closing of the site.
- (13) *Final disposition* means the final disposal of human remains by means including, but not limited to, earth interment, aboveground interment or cremation.
- (14) *Finance director* means the finance director of the City of Lake Wales or his/her designee.

(15) *Funeral* means the observance, service or ceremony held for a deceased person.

(16) *Funeral directing* means the making of arrangements for, or directing the arrangements for, the preparation and transportation of human remains for final disposition; or using, in connection with one's name, the word "funeral director," "licensed funeral director," "undertaker," or "mortician" or offering or representing one's self as offering such services.

(17) *Funeral director* means any person licensed in the State of Florida to practice funeral directing.

(18) *Grave* means the excavation on a lot for the final disposition of human remains.

(19) *Immediate family* means spouse, child, parent, grandparent, grandchild, brother, sister, mother-in-law and father-in-law.

(20) *Interment* means the opening of a burial site, the placing of a casket or other enclosure containing human remains in the open site, and the closing of the site.

(21) *Lot* means the numbered divisions as shown on the recorded cemetery plat which consists of one (1) or more plots.

(22) *Lot marker* means a marble or granite post used by cemetery staff to locate the corners of the lot or plot; for the purposes of this article, lot marker shall also mean a permanent metal marker embossed with the contract number and date of sale of a burial space and permanently mounted at the northwest corner of a burial space.

(23) *Marker* means any memorial that is composed of only one (1) piece; e.g., a flat marker. There are cases where a marker is composed of two (2) pieces, but has the effect of a marker; e.g., a bronze marker on granite. This is still technically a marker, even though it has two (2) pieces.

(24) *Memorial* means any marker or structure upon or in any lot or niche, placed thereupon or therein or partially therein for the purpose of identification or in memory of the interred.

(25) *Monument* means any memorial that has two (2) separate sections or more; e.g., a stone with a base. The top section of a monument is the "tablet" and the bottom section is the "base."

(26) *Nonresident* means a person not residing within the corporate limits of the city.

(27) *Owner* means any person, firm or corporation who has purchased a lot, part lot or grave space in a city cemetery or the heirs, personal representatives or successors of the owners.

(28) *Plot or space* means that parcel within a lot in which the remains of one (1)



adult human being will be or have been buried.

(29) *Resident* means a person residing within the corporate limits of the city.

(30) *Service animal* means any animal such as a seeing-eye dog or hearing-ear dog used to assist a person with a disability or an animal trained for law enforcement purposes and under the control of a law enforcement officer.

(31) *Vault* means an underground or aboveground chamber or container used for the final disposition of human remains.

(b) For the purposes of administration and enforcement of this chapter, unless otherwise stated in this chapter, the following rules of construction shall apply:

The word "*shall*" is always mandatory and not discretionary; the word "*may*" is permissive.

The words "*he*," "*his*," and other words denoting the masculine gender shall extend and be applied to females and to firms, partnerships and corporations as well as to males.

Words used in the present tense shall include the future, and words used in the singular number shall include the plural and plural the singular, unless the context clearly indicates the contrary.

Unless the context clearly indicates the contrary, where a regulation involves two (2) or more items, conditions, provisions, or events connected by the conjunction "*and*," "*or*" or "*either...or*," the conjunction shall be interpreted as follows:

(1) "*And*" indicates that all the connected terms, conditions, provisions or events shall apply.

(2) "*Or*" indicates that the connected items, conditions, provisions or events may apply singly or in any combination.

(3) "*Either...or*" indicates that the connected items, conditions, provisions or events shall apply singly but not in combination.

(4) The word "*includes*" shall not limit a term to the specific example but is intended to extend its meaning to all other instances or circumstances of like kind or character.

#### **Sec. 2-604. - Rights reserved by the city.**

(a) The city reserves and shall have the right to refuse admission to any cemetery and to refuse the use of any of the cemetery's facilities at any time to any person or persons whom the city may deem to be in violation of the provisions of this article.

(b) The city reserves and shall have the right to enlarge, reduce, re-plat or change the boundaries or grading of any or all sections of the cemeteries including the right to modify and change the locations of or remove or re-grade roads, drives, walks, or any part thereof.

(c) The city reserves and shall have the right to lay, maintain and operate, or alter or change water lines for irrigation systems, gutters for drainage, and the like, and reserves an easement along all lot lines for utility purposes as needed.

(d) The city reserves and shall have the right to use cemetery property not sold to individual lot owners for cemetery purposes, including the interment of human remains, or for anything necessary, incidental or convenient thereto.

(e) The city reserves to itself, and to those lawfully using the privileges and facilities of the cemeteries, a perpetual right of ingress and egress over lots for the purpose of passage to and from other lots.

(f) The city reserves and shall have the right to correct any error that may be made by it in the description, transfer or conveyance of any interment rights, either by cancelling such conveyance and substituting and conveying in lieu thereof other interment property of equal value and similar location as far as possible, or as may be selected by the city manager or his designee, or, in the sole discretion of the city manager, by refunding the amount of money paid on account of said purchase.

(g) The city reserves and shall have the right to correct any error that may be made by it in making interments, disinterments or removals. In the event such error shall involve the interment of the remains of any person, the city reserves and shall have the right to remove or transfer such remains so interred to such other property of equal value and similar location as may be substituted and conveyed in lieu thereof.

(h) The city reserves and shall have the right to prohibit, modify or remove any structure, object, improvement or adornment from any lot which may have been placed therein in violation of the rules, or which may be considered objectionable, or injurious to the lot, adjoining lots or to the cemetery in general. For the purposes of this article, the term "objectionable" means that an item interferes with the operation of maintenance equipment, has poor aesthetic value, or does not conform to established societal values.

(i) The city reserves and shall have the right to adopt additional rules and regulations or to amend, alter or repeal any rule or regulation established by this article, at any time, and subject only to the public notice requirements provided by Florida Statutes for ordinance adoption.

**Sec. 2-605. - Care of cemeteries; limitation of liability; responsibilities of city; responsibilities of public.**

(a) The city shall endeavor at all times to provide general maintenance and care to the municipal cemeteries.

(b) The city shall take all reasonable precautions to protect cemetery lot owners and the property rights of cemetery lot owners from loss or damage, but the city shall not be liable, and disclaims all responsibility, for loss or damage to property or rights of lot owners arising from causes beyond its reasonable control including, but not limited to, damage caused by the elements, an act of God, thieves, vandals, malicious mischief-

makers, or unavoidable accidents, whether the damage be direct or collateral.

(c) When cemetery fees are insufficient for the perpetual care of the municipal cemeteries, the cost associated with such perpetual care shall be borne by the taxpayers of the city. ~~The general care of the cemetery is assumed by the city\_~~ and includes the cutting and irrigation of the grass at reasonable intervals, the raking and cleaning of the grounds, the pruning of shrubs and trees, and the maintenance of pathways and roadways. Perpetual care by the city shall in no case mean the maintenance, repair or replacement of any memorial, tomb or mausoleum placed or erected upon lots by persons, firms or corporations; nor the doing of any special or unusual work in the cemeteries, including work caused by impoverishment of the soil; nor does it mean the reconstruction of any marble or granite work in any section or portion of a cemetery damaged by the elements, an act of God, thieves, vandals, malicious mischief-makers, or unavoidable accidents, whether the damage be direct or collateral.

(d) Those members of the public honoring their loved ones must realize that anything that prohibits the city from fulfilling its commitment to care for the municipal cemeteries or adds undue cost for the taxpayers shall not be allowed. It shall be the responsibility of those honoring their loved ones to observe the cemetery rules and regulations, to place items permitted well within the spaces allowed, and to remove perishable items when they are no longer performing their role in beautifying the grave site; i.e., dead flowers, faded and weathered artifacts, and similar items.

#### **Sec. 2-606. - Responsibility for cemetery administration and maintenance.**

(a) The general administration and maintenance of the municipal cemeteries shall be the responsibility of the cemetery manager who shall be an employee of the city and subject to all rules, policies and procedures governing all employees of the city.

(b) The cemetery manager is hereby empowered and required to enforce all rules and regulations provided by this article and to exclude from the cemeteries any person violating the same.

(c) The duties of the cemetery manager shall be as follows:

(1) *Attendance at cemetery.* At a minimum, the cemetery manager shall be in attendance at the cemetery available from 8:00 a.m. until 4:00 p.m. on Monday through Friday or have one (1) employee present in his absence who is competent in performing the duties of the cemetery manager in order to discharge those duties without delay. The cemetery administrative office in the municipal administration building shall be open during all normal business hours of the city.

(2) *Assistance to the public.* The cemetery manager shall aid and assist the public in the locating of burial spaces, entombment crypts and inurnment niches or in interpreting the meaning of this article and shall take such steps as are necessary for the protection and convenience of all funeral service attendees.

(3) *Supervision of cemetery maintenance.* The cemetery manager shall supervise

city employees in the general care and maintenance of the municipal cemeteries.

(4) *Examination of burial permits.* The cemetery manager shall require and examine burial permits and shall refuse burial, entombment or inurnment until such permit shall comply with the state law and the restrictions of the city.

(5) *Location of burial space.* The cemetery manager shall locate the burial space and authorize the opening of the grave, crypt or niche before work by any party shall commence and shall prepare and issue to the funeral director the vault and casket identification tags required by subsection 2-631(d). The cemetery manager shall locate the burial space and authorize the placement of a monument or marker before a monument or marker shall be set or engraved by any party.

(6) *Record of burials, entombments and inurnments.* The cemetery manager shall keep complete and accurate records at the cemetery office of the names of the deceased, the lot, section and plot in which the burial is made, or the mausoleum wall, row and crypt in which an entombment is made, or columbarium wall, row and niche in which an inurnment is made, the date of burial, entombments, or inurnment, and the name of the funeral director conducting the funeral. Duplicate records shall be maintained and updated on a regular basis which shall be stored with the official records of the city in the municipal administration building.

(7) *Sale of lots, plots, crypts and niches.* The cemetery administrator shall sell such lots, plots, crypts and niches in the municipal cemeteries as authorized by the city commission and at the price established by the city commission. The cemetery administrator shall cause to be issued a certificate of ownership of interment rights upon payment of the whole amount by the purchaser and shall cause the cemetery manager to place a permanent marker on all ground burial lots which indicates the contract number and date of sale.

(8) *Record of plots, crypts and niches sold.* The cemetery manager shall keep a plat book of the cemeteries on which shall be shown all plots, crypts and niches which are sold or are for sale, and a record made of the date, name of purchaser and amount received for each sale.

(9) *Reports.* The cemetery administrator shall make annual reports to the finance director on a form developed by the finance department showing the total number of interments, entombments and inurnments with other pertinent information, including a statement of the lots, crypts and niches sold or transferred and funds received for such sales and transfers.

#### **Sec. 2-607. - Conduct of cemetery workers.**

(a) Workers assigned to perform work at a city cemetery shall not perform any work for lot owners, funeral directors, monument companies, vault companies, or similar entities except by direction of the city manager.

(b) No cemetery worker shall solicit or accept any fee, tip, gratuity, commission or other compensation for work performed at a city cemetery from any person, firm or

corporation except the city.

(c) Cemetery workers shall always be vigilant and shall report promptly to the cemetery manager all cases of vandalism, disorder, theft or other matters that might present any disruption to the good order of the cemetery. In the absence of the cemetery manager, they will report all such instances to the cemetery administrator.

(d) Cemetery workers shall at all times refrain from using equipment in a careless or haphazard way that may cause damage to markers, monuments or other property in the cemetery. In case of damage to any property by a cemetery worker, said damage shall immediately be reported to the cemetery manager who shall conduct an investigation and report the results of the investigation to the public works director.

(e) Cemetery workers shall, at all times, behave in a courteous manner toward users of the cemeteries, and shall comport themselves in a dignified and respectful manner.

#### **Sec. 2-608. - Handling of cemetery monies.**

(a) No cash transactions shall occur at the cemeteries. All monies due the city for the sale of burial spaces or cemetery services shall be paid by the person, firm or corporation from whom said monies are due to the cashier in city hall.

(b) Under emergency circumstances, it may be necessary to complete a sales transaction after normal business hours. In the case of an emergency, the cemetery manager and the cemetery administrator are authorized to accept a check or money order from the purchaser which shall be deposited with the paperwork documenting the transaction in the locked drop-box at city hall for processing by the cashier on the next business day.

#### **~~Sec. 2-609. - Cemetery trust fund.~~**

~~Twenty-five (25) percent of all proceeds from the sale of interment rights in burial spaces shall be deposited in a special fund to be known as the "Cemetery Trust Fund." Proceeds deposited and interest income earned by the fund shall be used to make capital improvements at the municipal cemeteries.~~

#### **~~Sec. 2-609 2-610. - Modification of provisions.~~**

The city commission hereby recognizes that cases may arise in which strict enforcement of the provisions of this article may impose unnecessary hardships. Therefore, the city commission delegates authority to the city manager to make exceptions to the provisions of this article upon a finding by the city manager that an exception is necessary to prevent hardship.

#### **~~Secs. 2-610-2-6015 2-611—2-615. - Reserved.~~**

### **DIVISION 2. - BURIAL SPACES**

**Sec. 2-616. - Sale of interment rights in burial spaces.**

(a) *Price.* The city commission, by adopted Resolution, shall set cemetery fees to fund all, or any portion of the cost, of provision of perpetual care for the municipal cemeteries. shall sell interment rights in burial spaces located in the municipal cemeteries in accordance with prices established on Schedule "A" which is attached hereto and incorporated by reference. Cemetery fees, established by the city commission, The schedule of fees established by Schedule "A" shall be automatically adjusted beginning on October 1, 2016 ~~2008~~ to reflect an increase based on June's annual CPI or two and one-half percent (2.5%), whichever is greater, without further need for commission action.

(b) *Acquired rights.* No interment rights shall be acquired by the purchaser until the cost of the burial space is fully paid and a deed of conveyance is issued to the purchaser.

(c) *Payment by installment agreement.* Payment for burial spaces may be made by installment agreement after a minimum down payment of twenty (20) percent and a five (5) percent administrative fee provided that the period of the installment agreement does not exceed twelve (12) months for each space and provided that installment payments shall be due and payable on the twentieth day of the month. If an installment payment remains unpaid for thirty (30) days after the date due, the installment agreement shall be cancelled and the city shall require full payment of the unpaid principal balance and shall so notify the purchaser. Notice by ordinary mail, sent to the purchaser at the last address on file with the city, shall be considered sufficient and proper legal notification. If the balance due remains unpaid for thirty (30) days after such notification, the purchaser shall forfeit his right to the burial space or spaces, and the city shall have the right to offer the space or spaces to the general public for resale. The cemetery administrator shall request that the finance department refund to the purchaser all installment payments paid to the city less ~~one hundred dollars (\$100)~~ ~~fifty dollars (\$50.00)~~ which shall be retained by the city as an administrative fee.

(d) *Reservation of space.* A burial space shall not be reserved or held unless a non-refundable deposit of ~~one hundred dollars (\$100)~~ ~~fifty dollars (\$50.00)~~ has been paid to the city, and no burial space shall be reserved or held for more than thirty (30) days.

(e) *Payment prior to interment.* No interment shall occur unless the cost of the burial space and other applicable fees have been paid in full except as provided in paragraph (g). All fees shall be paid by 4:00 p.m. on the business day preceding the interment with the following exceptions:

(1) When a request is made after 4:00 p.m. on Friday for interment on Saturday for reasons provided in subsection 2-628(b), the cemetery manager is authorized to accept a check or money order which shall be deposited with the paperwork documenting the transaction in the locked drop-box at city hall for processing by the cashier on the next business day.

(2) When a request is made after 4:00 p.m. on Friday for interment on Monday, all

applicable fees may be paid as in paragraph (1) above or on Monday provided that all fees are paid no later than two (2) hours before the interment takes place.

(f) *Payment prior to placement of markers.* When a burial space has been purchased in advance of need and payment is made by installment agreement, no grave marker or grave decoration shall be placed on the burial space until the cost of the burial space has been paid in full.

(g) *Assignment of life insurance proceeds.* In cases of extreme financial hardship, the city manager or his designee may authorize the acceptance, in lieu of cash for the purchase of burial space, an assignment of the proceeds of a valid life insurance policy. Before the assignment will be accepted, it must be verified and attested to as valid by the funeral home. In the event that the life insurance policy is invalid or insufficient to cover the cost of the burial space and has been accepted by the city upon the verification and attestation of the funeral home, all costs incurred by the city will be the responsibility of the funeral home. In the event that insurance proceeds are not remitted to the city within six (6) months after the date of the burial, all costs incurred by the city will be the responsibility of the funeral home and the city shall be authorized to take whatever action is necessary to obtain payment for such costs.

(h) *Address of lot owner.* It shall be the duty of the lot owner to keep the city informed as to his current correct mailing address and the current address of his legal representative if notices are to be sent to that representative. Notices or other correspondence mailed to the address on file with the city for the lot owner or his representative shall constitute actual delivery and notification. It shall be the duty of the lot owner to keep informed of any changes in the rules, regulations or laws governing the operation of the cemeteries.

**SCHEDULE "A"**  
**CITY OF LAKE WALES CEMETERY RATES**  
(effective 10/1/2009)

Interment Right in Burial Spaces

	Resident	Water Customer Nonresident	Other- Nonresident
Cemetery Grave Space			
Baby Land	\$ 177.50	\$ 222.00	\$ 355.00
Adult Space	532.75	666.00	1,065.50
Cremation Space	177.50	222.00	355.00
Columbarium Bench	355.00	444.00	710.25
Mausoleum Crypt			
Single	1,835.00	2,294.00	3,670.00
Double	3,167.00	3,958.50	6,333.75
Cremation Niche	213.25	266.50	426.50
Collected at time of sale-			
Ground Lot Marker	3.00	3.00	6.00
Collected at time of interment			
Vault & Casket ID	2.35	2.35	4.85
Tags			
Grave Locating Fee	59.00	59.00	118.25
Memorial Brick	35.00	35.00	45.00

Twenty-five (25) percent of all proceeds from the sale of interment rights in burial spaces shall be deposited in the "Cemetery Trust Fund." Proceeds deposited and interest income earned by the fund shall be used to make capital improvements at the municipal cemeteries.

Note: The City of Lake Wales does not perform grave openings and closings. Prices shown above for the purchase of interment rights in burial spaces do not include the cost of openings & closings, vaults, monuments, crypt lettering, or similar items.

In accordance with section 2-616, Lake Wales Code, the schedule of fees shall be



automatically adjusted annually on October 1 to reflect an increase based on June's annual CPI or two and one-half (2.5) percent, whichever is greater.

**Sec. 2-617. - Deeds of conveyance.**

(a) The mayor-commissioner and the city clerk are hereby authorized to execute deeds of conveyance on behalf of the city to the purchasers of interment rights in burial spaces within the cemetery, which conveyances shall be valid for all purposes as the act and deed of the city when the city clerk affixes the seal of the city.

(b) No deed of conveyance shall be executed before the cost of the burial space has been paid in full by the purchaser.

(c) All deeds of conveyance shall bear a description of the burial space in accordance with the cemetery plats approved by the city commission, the name and address of the purchaser, and the official book and page number in which the conveyance is recorded in the official records of the city.

(d) All deeds of conveyance are hereby declared to incorporate and shall be subject to all rules, regulations and conditions set forth in this article, and subject, further to such other additional rules and regulations, amendments or alterations as shall be adopted by the city from time to time. The reference to such rules and regulations in deeds conveying the right of interment shall have the same force and effect as if the same were set forth in full therein.

(e) The deed conveying interment rights to purchasers and the rules and regulations of the city now in force or which may hereafter be adopted, including modifications or amendments thereof, shall be the sole agreement between the city and the purchaser. The statement of any sales agent or employee of the city, unless confirmed in writing by the city manager, shall in no way bind the city.

(f) A certified copy of the executed deed conveying interment rights shall be filed with the city clerk who shall permanently maintain said copy in the official records of the city.

**Sec. 2-618. - Lot markers.**

All ground burial lots shall be marked by the cemetery manager at the time of sale with a permanent metal marker which shall be embossed with the sales contract number and the date of sale. Lot markers shall be permanently mounted at the northwest corner of the burial lot.

**Sec. 2-619. - No easement granted.**

The conveyance of interment rights in a burial space shall not grant an easement or right of interment to any owner in any road, drive, alley or walk within the cemetery, but such road, drive, alley or walk may be used as a means of access to the cemetery or cemetery buildings.

**Sec. 2-620. - Sale, transfer, assignment or re-subdivision.**

- (a) No interment rights in a burial space shall be sold, transferred, assigned or conveyed in any manner by the owner or his heirs without the written authorization of the city and the payment of a fifty-dollar transfer fee.
- (b) The re-subdivision of any burial space in any manner is prohibited.
- (c) The city is authorized to repurchase an unused burial space for the same price at which it was originally sold. No transfer fee will be required.

**Sec. 2-621. - Family burial lot.**

- (a) Whenever an interment is made in a lot for which the interment rights have been conveyed to an individual owner by the city and is held as a separate lot, it shall be indivisible, and, at the option of the city, the whole of such burial lot thereby becomes inalienable and shall be held as the family burial lot of the owner in which one (1) grave may be used for the owner's interment and one (1) for the interment of the surviving spouse, if any, of the owner.
- (b) In the event there has been no written order by the owner filed with the city designating those whom he authorizes to be interred therein, the parents or children of such deceased owner may be interred in such lot in the order of need without the consent of any person claiming any interest therein.
- (c) In the event there shall be no parent or child surviving such deceased person, the right of interment therein shall go the next heirs at law of such deceased owner as specified by the statutes of descent of the state.
- (d) Any surviving spouse and any parent, child or heir of a deceased owner may waive his right to interment in such lot in favor of any other relative of such deceased owner or of his spouse, and upon such waiver, the remains of the person in whose favor the waiver is made may be interred therein.

**Sec. 2-622. - Use of burial space.**

No burial space shall be used for any purpose except the interment of human remains.

**Secs. 2-623—2-625. - Reserved.**

**DIVISION 3. - INTERMENTS AND DISINTERMENTS**

**Sec. 2-626. - Interment prohibited except in duly designated or platted cemeteries.**

- (a) It shall be unlawful for any person to bury or otherwise inter any human remains within the corporate limits of the city, except in a municipal cemetery designated in this article or in a platted cemetery, the plat of which has been approved by the city commission, and which plat shall show the size and situation of the cemetery, its

subdivisions and the methods used and intended to be used to designate plainly the location of burial lots or graves therein, and which plat shall be recorded in the public records of Polk County, Florida, and a copy thereof furnished to the city.

(b) No person, firm or corporation shall establish any cemetery or burial ground, or create, lay out, plat or use any piece or parcel of land within the corporate limits as a burial ground or cemetery for the interment of human remains without first obtaining a permit from the city.

(c) Any person convicted of violating this section shall be punished pursuant to section 1-15 of the city Code.

**Sec. 2-627. - Burial permit required.**

No interment shall be made unless the remains are accompanied by a burial permit as required by state law. The city shall not be liable for the correctness of the information on the burial permit nor for the identity of the person sought to be interred.

**Sec. 2-628. - Hours when interments are permitted.**

(a) *Regular Hours.* Interments shall be made between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday. Interments shall not be made on Saturdays, Sundays or city holidays except as provided in paragraph (b) and paragraph (c). City holidays are defined as New Year's Day, Martin Luther King Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, and Christmas Day. Other holidays may be designated by the city commission from time to time.

(b) *Saturdays.* Where a burial must be scheduled on a Saturday, interments shall be made between the hours of 10:00 a.m. and 5:00 p.m. Interments to be scheduled on a Saturday shall require a minimum of twenty-four (24) hours' notice to the cemetery manager except where immediate burial is required by the laws of the State of Florida, the rules and regulations of the board of health, or for religious reasons. The notice requirement may be waived by the city manager or his designee if extenuating circumstances prevent twenty-four (24) hours' notice.

(c) *Sundays and holidays.* Where immediate burial is required by the laws of the State of Florida, the rules and regulations of the board of health, or for religious reasons, interments may be made on Sundays or city holidays after payment of a service charge in the amount of three hundred dollars (\$300.00) by the funeral director. Interments shall be made between the hours of 12:00 noon and 4:00 p.m.

**Sec. 2-629. - Interment authorization required.**

(a) No interment shall be made unless the burial space has been located by the cemetery manager. The cemetery manager shall clearly mark the burial space in which the interment will occur with a temporary tag indicating the name of the deceased, the date and time of the interment, and the name of the funeral director. The cemetery manager shall issue an interment authorization to the funeral director which specifies the name of the deceased, the name of the funeral director, the date and time of the

interment, and the location of the burial space. The interment authorization shall not be issued unless the cost of the burial space and other applicable fees have been paid in full except as provided in section 2-616, paragraph (g).

(b) A request for interment authorization must be made to the cemetery manager no later than twenty-four (24) hours prior to the time scheduled for the interment. For interments scheduled on a Monday, the request for interment authorization must be made to the cemetery manager no later than 4:00 p.m. on the preceding Friday. This requirement may be waived by the city manager or his designee if extenuating circumstances prevent twenty-four (24) hours' notice.

(c) A copy of the interment authorization shall be filed with the permanent records of the city.

### **Sec. 2-630. - Opening and closing of burial space.**

(a) Funeral directors shall be responsible for arranging the opening and closing of burial spaces at their expense.

(b) The opening of a burial space shall not commence without an interment authorization issued by the cemetery manager or his designated representative and shall not commence unless the burial space has been located and marked by the cemetery manager or his designated representative. If any problem is encountered during the opening of a burial space, the person opening the burial space shall cease work immediately and notify the cemetery manager who will resolve the problem before work is permitted to continue.

(c) Graves shall have a minimum cover of twelve (12) inches of soil from the top of the vault or liner to the ground surface level. Grave mounds shall not be allowed. Persons opening a grave must place excavated soil on suitable material to protect the grass on adjacent lots.

(d) Graves shall be closed immediately after the funeral service.

(e) Removal of excess soil after burial or the filling of the grave site with additional soil after settling shall be the responsibility of the funeral director. Any excess soil must be removed the same day as the burial, and any filling needed as a result of setting must be accomplished within five (5) days of the burial. Upon failure to remove excess soil or to fill as required above, the cemetery manager may cause the same to be accomplished with the costs thereof charged to the funeral director, which cost shall be immediately due and payable.

(f) Any additional city services required due to failure by the applicable funeral director to abide by this article and any reasonable rules and regulations promulgated to implement this article shall be charged to the funeral director and be immediately due and payable.

(g) All openings and closings which have been pre-paid or pre-arranged by an agreement between the city and the purchaser prior to the effective date of this article

shall be the responsibility of the city.

(h) The funeral director and his subcontractors (i.e., vault company, grave diggers, and the like) shall exercise all possible care to protect grave markers, monuments, water lines, and other cemetery fixtures, and shall be held liable for any damage incurred.

**Sec. 2-631. - Graves and vaults.**

(a) No burial above ground shall be permitted.

(b) Only one (1) interment shall be made in a grave, except for the following:

(1) A parent and an infant;

(2) Two (2) children in one (1) coffin; or

(3) One (1) casketed remains and up to two (2) urns bearing cremated remains.

(c) Pre-cast concrete, natural stone, or steel vaults or grave liners shall be used in every uncremated interment except the interment of newborn infants. Such vaults shall be of sufficient construction and weight as to prevent retention of water and cave-in of the grave space.

(d) A permanent identification tag shall be affixed securely to the foot end of every vault and every casket used in an interment after November 19, 1996. The tag shall bear the name of the deceased and the date of the interment written or inscribed in a legible and indelible manner and shall be made of metal, plastic or other non-biodegradable material. The cemetery manager shall prepare the tags and provide them to the funeral director with the interment authorization specified in section 2-629. It shall be the responsibility of the funeral director to ensure that said tags are affixed, and the city shall not be liable for the failure of the funeral director to comply with this section.

**Sec. 2-632. - Liability for delays.**

The city shall in no way be liable for damages caused by any delay in the interment of a body where a protest, just or unjust, of the interment has been made, where the rules and regulations have not been complied with, where a burial space has not been paid for, or where the body is not accompanied by a proper burial permit.

**Sec. 2-633. - Written protests.**

The city shall refuse to recognize any protest of an interment unless said protest is made in writing and filed in the office of the city clerk. The remains shall be retained by the funeral director and shall not be admitted to the cemetery until such protest is resolved.

**Sec. 2-634. - Interments for remuneration.**

Owners shall not allow interments to be made in their burial spaces for remuneration.

### **Sec. 2-635. - Disinterment.**

(a) Although removal contrary to the expressed or implied wish of the original owner of the burial space shall not be allowed, a body or cremated remains may be removed from the original burial space to another burial space within the cemetery at the request of the surviving spouse or heirs when there has been an exchange or purchase of a burial space for that purpose. A disinterment at the request of the surviving spouse or heirs shall be arranged by a funeral director and shall be the responsibility of the funeral director.

(b) A disinterment directed by the order of a court of competent jurisdiction shall be the responsibility of the person, firm or corporation requesting the court order.

(c) A disinterment directed by a medical examiner for the purpose of holding an inquest shall be the responsibility of the medical examiner or his lawful agents.

(d) All disinterments shall be subject to the same rules and regulations established by this article for interments. All disinterments for the purpose of removing the remains from the cemetery shall, in addition, require a transit permit signed by the appropriate public authority.

(e) As provided in section 2-604, paragraph (g), the city may perform a disinterment to correct an error in interment and may transfer the remains erroneously interred to the correct burial space or to another burial space of equal value and similar location as may be substituted and conveyed in lieu thereof.

### **Sec. 2-636. - Compliance with all laws.**

In addition to the rules and regulations established by this article, all interments, disinterments and removals shall be subject to the orders and laws of the properly constituted public authorities.

### **Secs. 2-637—2-640. - Reserved.**

## **DIVISION 4. - MEMORIALS, PLANTS AND GRAVE DECORATIONS**

### **Sec. 2-641. - Monuments and markers.**

(a) All burial spaces shall have no more than two (2) monuments or grave markers with the exception that family burial lots may have a family marker and a marker for each family member interred therein.

(b) For interments after November 19, 1996, a permanent monument or grave marker shall be required on all burial spaces.

(c) All monuments, grave markers and corner markers shall be of bronze, granite, marble or other equally durable stone material, metal or metal alloy. Monuments and markers shall be placed on a foundation which is no closer than three (3) inches to the

boundary lines of the grave space. All foot stones set after November 19, 1996 shall be flush-mounted except where they are placed to duplicate a foot stone pre-existing on the lot.

(d) Within the area of a cemetery designated as a memorial section, markers which are flush with the ground shall be required. All markers shall be flush with the ground in the Lake Wales Memorial Gardens Cemetery.

(e) No monument or marker shall be set unless the burial space has been located by the cemetery manager or his designated representative. The cemetery manager shall clearly mark the burial space upon which the monument or marker will be set and shall issue written authorization to the monument company to proceed with the construction of the foundation for the monument or marker. A request for authorization must be made to the cemetery manager by 4:00 p.m. on the business day preceding the day on which the setting of the monument or marker will occur. All monuments, grave markers and corner markers shall be set between the hours of 8:00 a.m. and 4:00 p.m. If it is necessary to set a monument or marker before 8:00 a.m. or after 4:00 p.m., a fifty dollar (\$50.00) twenty-five dollar service fee will be paid to the city by the monument company.

(f) All monuments, grave markers and corner markers shall be placed on a foundation which shall be adequately designed to prevent future settlement, tilting or cracking. All foundations shall be built by the monument company at the cost of the owner. In order to ensure consistent installation of cemetery monuments and markers within all city-owned cemeteries, the following shall apply: (note: corner markers are only allowed in the Lake Wales Cemetery and the Willow Lawn Cemetery; corner markers will not be allowed in the Lake Wales Memorial Gardens Cemetery):

(1) *Permit required.* Installation of all foundations will require the issuance of a permit to the monument company by the cemetery administrator. The cost of the permit will be as established on Schedule "A" and will be nonrefundable. The permit fee will be paid by the monument company and will cover the cost of one (1) foundation inspection. Additional inspections will require payment of a twenty-five-dollar service fee by the monument company. No additional fee will be required for the actual placement of the monument or marker onto the foundation.

(2) *Monument or upright marker.* For monuments having a vertical height of three (3) feet or less, a foundation shall be installed that is three (3) inches wider than the monument on all four (4) sides so that a three-inch margin is created around the base of the monument. For monuments taller than three (3) feet, the width of the foundation shall be increased on all four (4) sides by one (1) inch per vertical foot or fraction thereof. The foundation shall be constructed of concrete that is a minimum of six (6) inches in depth and shall be reinforced with a steel bar one-half (½) inch in diameter. For monuments that will exceed five (5) feet in height, installation must receive prior approval by the city's building official. Upright markers are only allowed in the Willow Lawn Cemetery and designated areas within the Lake Wales Cemetery; upright markers will not be allowed in the Lake Wales Memorial Gardens Cemetery.

(3) *Flush-mounted marker.* A foundation shall be installed that is at least as long and as wide as the marker that will be resting upon it. The foundation shall be constructed of concrete that is a minimum of three (3) inches in depth and shall be reinforced with a steel bar one-half ( $\frac{1}{2}$ ) inch in diameter.

(4) *All foundations.* In all installations, the foundation shall be constructed upon well-compacted soil. The foundation shall be constructed of Portland-based concrete and shall have a minimum designed strength of two thousand (2,000) pounds per square inch (psi). Foundations shall be constructed with the use of forming for the upper four (4) inches of the cast-in-place concrete. Wood forms are permitted, but must be removed after the concrete has cured in place. The surface of the foundation shall be level and have a smooth float finish and shall finish at least one and one-half ( $1\frac{1}{2}$ ) inches below the grade. After curing of the concrete foundation, form work shall be removed and the area back-filled with screened topsoil prior to setting of the monument or marker.

(5) *Inspection.* All foundations shall be inspected by the cemetery manager. If the foundation installation is determined to be satisfactory, the cemetery manager shall issue written authorization to the monument company to proceed with the setting of the monument or marker. A copy of this written authorization shall be provided to the family and shall serve as notice to the family that the foundation has been installed satisfactorily. If the foundation installation is determined to be unsatisfactory, the cemetery manager shall issue written notice to the monument company requiring that the problem(s) be corrected. No authorization shall be issued to proceed with the setting of the monument or marker until the foundation installation is determined to be satisfactory.

(6) *Time of inspection.* To facilitate inspection by the cemetery manager, all foundations shall be set between the hours of 8:00 a.m. and 4:00 p.m. If it is necessary to set a foundation before 8:00 a.m. or after 4:00 p.m., a ~~twenty-five-dollar~~ **fifty dollar** service fee will be paid to the city by the monument company in addition to the permit fee.

(7) *Rights reserved.* The city reserves the right to modify the specifications contained herein for installation of any foundation, monument or marker, if, in the sole discretion of the building official, such modification is deemed to be desirable.

(g) Where a monument or marker has been previously set, no monument or marker shall be engraved unless the burial space has been located by the cemetery manager or his designated representative. The cemetery manager shall clearly mark the burial space upon which the monument or marker will be engraved and shall issue written authorization to the monument company to proceed with the engraving of the monument or marker. A request for authorization must be made to the cemetery manager by 4:00 p.m. on the business day preceding the day on which the engraving of the monument or marker will occur.

(h) Any monument or marker which has been set in violation of the rules and regulations established by this section shall be removed from the grave site by the



monument company. It shall be the responsibility of the monument company to reset the monument or marker in accordance with the rules and regulations of this section without charge to the owner or the city.

(i) Lettering on mausoleum crypts and niches shall comply with all requirements established by the city for uniformity. Any lettering which has been placed on a crypt or niche which fails to comply with all such requirements shall be replaced by the monument company without charge to the owner or city.

(j) It shall not be the responsibility of the city to replace or repair temporary metal grave markers, and all temporary grave markers shall be removed when the permanent marker is set. Any temporary grave marker remaining on the grave six (6) months after the interment shall be removed by the cemetery manager at no risk to the city. Prior to removal, notice shall be provided in accordance with section 6-245, and the family of the deceased shall be given the option of installing a memorial brick in lieu of the monument or marker required in paragraph (c). The brick shall be purchased from the city, and shall be inscribed with the name of the deceased, birth date, and date of death. Cemetery staff shall flush-mount the memorial brick on a foundation at the head of the grave. The memorial brick may remain on the grave as a permanent marker or until replacement by a bronze, granite or marble monument or marker. A family may elect to install a memorial brick immediately following the burial in lieu of placing a temporary metal grave marker.

(k) While the city will exercise all possible care to protect raised lettering, carving or ornaments on any monument or memorial, it disclaims responsibility and shall not be liable for any damage or injury thereto.

(l) The monument company shall exercise all possible care to protect grave markers, monuments, water lines, and other cemetery fixtures, and shall be held liable for any damage incurred.

#### **Sec. 2-642. - Plants, shrubs, flowers, trees and grasses.**

(a) Permanent planting, maintenance and removal of grasses, shrubs, trees, flowers, and the like, shall be done only by the city.

(1) The planting of trees, shrubs and other plants in a memorial section violates the contract rights of those who purchased lots in a memorial section with the expectation that there be uniformity and interferes with the maintenance of the grave sites by cemetery staff. Accordingly, the cemetery manager will remove any and all trees, shrubs and other plants installed in a memorial section prior to December 1, 2009 after providing notice as specified in section 6-245. Trees, shrubs and other plants so removed may be transplanted to a common area of the cemetery if appropriate.

(2) Trees, shrubs and other plants installed prior to December 1, 2009 in a section of the cemetery that is not a memorial section may remain in place provided said trees, shrubs and plants are properly maintained by the family. The cemetery manager may remove the trees, shrubs or plants when they become unsightly,

dangerous, detrimental or diseased or when they interfere with the normal maintenance of the cemetery. Notice of such removal shall not be required.

(3) Any permanent trees, shrubs, flowers, or similar items planted anywhere in a city cemetery after December 1, 2009 shall be removed by the city following notice as required in section 2-645. Plantings so removed may be transplanted to a common area of the cemetery if appropriate.

(b) The cemetery manager shall remove all floral designs, flowers, weeds, trees, shrubs, plants or herbage of any kind from a cemetery as soon as, in the judgment of the cemetery manager, they become unsightly, dangerous, detrimental or diseased or when they interfere with the normal maintenance of the cemetery. Except as provided in paragraph (a) of this section, notice of such removal shall not be required.

(c) The city shall not be liable for frozen plants or herbage of any kind or for plantings damaged by the elements, thieves, vandals or by other causes beyond its control.

(d) Live flowers from burial services shall be removed by the cemetery manager within five (5) days after an interment. Upon the written request of the owner or legal representative of the owner within forty-eight (48) hours after an interment, flowers, baskets, designs or frames may be held for such owner or legal representative for a period not exceeding thirty (30) days. If not called for and removed by the end of the thirty-day period, such flowers, baskets, designs or frames shall become the property of the city and may be sold, destroyed or otherwise disposed of without incurring any liability whatsoever to donors, grave owners or their legal representatives.

(e) All vases and receptacles must be approved by the city. Approved vases may be of the invertible type. Fixed vases shall not exceed six (6) inches in diameter and ten (10) inches in height. No other receptacle may be used as a permanent vase. A frame may be used in lieu of a vase to support non-live flowers placed on a grave site on special dates or until a permanent marker can be installed, provided that the combined height of the frame and non-live flowers does not exceed twenty-four (24) inches. Glass or ceramic containers shall not be permitted under any circumstances.

(f) Potted plants will be allowed in the Lake Wales Cemetery and the Willow Lawn Cemetery subject to the following:

- (1) A pot shall be buried so that the top edge of the pot is flush with the ground;
- (2) A pot shall not exceed one (1) gallon in size, and a plant shall not exceed twenty-four (24) inches in height;
- (3) A potted plant shall not bear thorns or stickers or otherwise be potentially hazardous to the cemetery staff or the public;
- (4) A potted plant shall be maintained by the family, and, if not maintained by the family, shall be removed by the cemetery manager in accordance with paragraph (b) of this section.

**(g) Potted plants will not be allowed in the Lake Wales Memorial Gardens Cemetery.**

**Sec. 2-643. - Enclosures, coping, curbing and borders.**

(a) Fences, hedges, pipe, chains or raised enclosures of any kind are prohibited on grave sites. No coping or curbing shall be installed after November 19, 1996. Where coping or curbing exists prior to that date, it shall be permitted to remain at no risk to the city, and the repair of damage due to routine maintenance, settling, erosion, and the like, shall be the responsibility of the family.

(b) Flat borders will be permitted **in the Lake Wales Cemetery and the Willow Lawn Cemetery** subject to the following:

(1) A border must be flush-mounted and must be laid upon a foundation that will prevent tilting or shifting out of place.

(2) A border must be made of a material specified by the city, and an example of such acceptable material shall be displayed in the cemetery office.

(3) A border must be maintained by the family; if a border appears to be unkempt or not maintained for a period of three (3) months, the city shall remove the border after providing notice as required in section 2-645

(4) No border shall be installed unless the burial space has been located and clearly marked by the cemetery manager or his designated representative. The cemetery manager shall issue written authorization to the family to proceed with the setting of the border. A request for authorization must be made to the cemetery manager by 4:00 p.m. on the business day preceding the day on which the border will be set.

(5) A border installed in violation of this section shall be removed by the city after providing notice as required in section 2-645

**(c) Flat borders will not be permitted in the Lake Wales Memorial Gardens Cemetery.**

**(d) ~~(e)~~** The requirements of this section shall not apply to portable fences, chains and other structures or equipment used during interments or memorial ceremonies provided said fences, chains, structures, or equipment are removed immediately after completion of the interment or ceremony.

**Sec. 2-644. - Grave decorations.**

(a) Grave decorations of any kind will be removed when they violate cemetery rules and regulations. Prior to removal, notice of violation shall be provided as specified in section 2-645 unless otherwise specified in this section.

(b) Special decorations placed on a grave site on special dates such as birthdays, anniversaries, Mother's Day, Father's Day, Memorial Day, Veteran's Day, Christmas, Easter or other dates of religious or cultural significance, may be placed no more than seven (7) calendar days before the holiday or special date and shall be removed within

seven (7) calendar days after the holiday or special date. Decorations not removed within the specified time shall be removed by cemetery personnel without the need for notice but shall be stored in accordance with procedures specified in subsection 2-645(b) except that perishable items shall be discarded.

(c) The following shall not be allowed upon grave sites and, if so placed, shall be removed at no risk to the city after notice as specified in section 2-645

- (1) Toys, dolls, stuffed animals or similar articles;
- (2) Shells, rocks, stones or pebbles;
- (3) Glass, ceramic or plastic objects;
- (4) Metal designs, frames, or hangars except as allowed on a temporary basis in accordance with paragraph 6-242(e);
- (5) Chairs, settees, benches or tables;
- (6) Wood or metal boxes or cases;
- (7) Lights, with the following exceptions:
  - a. A single solar-powered light may be flush-mounted on each side of the headstone provided that the solar-powered light is of a style and material specified by the city; an example of such acceptable solar-powered light shall be displayed in the cemetery office; and
  - b. Up to two (2) battery-powered or solar-powered candles may be placed on a grave site at Christmas and other dates of religious significance;
- (8) Inflatable items, with the exception that up to one (1) balloon no larger than fourteen (14) inches in diameter may be placed on a grave site on special dates;
- (9) Figurines or statuettes, with the exception that up to one (1) figurine or statuette of a religious subject (e.g., angel, saint, or the like) may be placed on a grave site on special dates provided it is placed upon a headstone or grave maker, is no more than twelve (12) inches in height, and is made of natural stone or cast concrete;
- (10) An ornament or item of any type that:
  - a. Interferes with the maintenance of the cemetery; or
  - b. Presents a potential safety hazard to cemetery staff and the public; or
  - c. Offends or insults any segment of the population that resides in the community; or
  - d. Disrespects the hallowed ground of the cemetery; or

e. Disrupts the good order of the cemetery.

(d) Flags may be placed on the grave site of a veteran in accordance with the following rules:

(1) Up to one (1) American flag no larger than thirteen by eight inches (13 × 8) may be placed on a grave site on Veteran's Day, Memorial Day and Independence Day;

(2) Any flag remaining on a grave site after seven (7) days shall be removed by cemetery staff without the need for notice; flags so removed shall be delivered to the local chapter of the VFW for re-use or, if faded or damaged, shall be destroyed in a dignified manner in accordance with Title 4, Chapter 1, Section 8, U.S. Code ("Respect for the Flag").

(3) A length of one-quarter-inch ( $\frac{1}{4}$ ) PVC extending no higher than six inches (6) above the ground may be installed as a permanent receptacle for flags to be placed on dates that honor veterans.

(4) Small American flags no larger than six inches by four inches may (6×4) be incorporated into floral arrangements at all times during the year.

(e) All decorations shall be placed on a grave site at the owner's risk, and the city shall not be responsible for the loss of any decorations by any cause whatsoever.

**Sec. 2-645. - Notice of noncompliance with rules and regulations.**

(a) If a grave site is determined to be in violation of the rules and regulations of the cemetery, the cemetery manager shall place upon the grave site a flag or other marker that will serve as notification of the violation. If the violation is not corrected within thirty (30) days of flagging or marking the grave site, the cemetery manager shall remove the item(s) that are determined to be in violation of the rules and regulations at no risk to the city. Concurrent with the marking of the grave, the cemetery administrator shall forward written notice of the violation to the address on file with the city for the lot owner or his representative. If there is no address on file with the city, flagging or marking the grave site shall be the only notice required. Second and subsequent violations of the same rule or regulation shall not require notice, and the cemetery manager shall immediately remove the item(s) that are determined to be in violation at no risk to the city.

(b) With the exception of plantings, items removed from a grave site for violation of rules and regulations shall be placed in a bag that is sealed and labeled with the name of the deceased, the location of the grave site, and the date of removal from the grave site. The bag shall be stored by the city for a period of twelve (12) months. After the expiration of twelve (12) months, unclaimed bags shall be disposed of by the city. The city shall bear no liability for items so disposed.

(c) Trees, shrubs, or other plantings removed from a grave site may be transplanted to a common area of the cemetery or discarded, whichever is most appropriate.

(d) The cemetery manager shall maintain a record that lists items removed from a grave site, the name of the deceased, the location of the grave site, the date of removal from the grave site, the date claimed by the family or the date of disposal by the city, if applicable.

**Secs. 2-646—2-650. - Reserved.**

## **DIVISION 5. - RULES OF CONDUCT**

### **Sec. 2-651. - Visiting hours.**

The cemeteries shall be open for visitation purposes from sunrise to 9:00 p.m. daily. Persons visiting between sunset and 9:00 p.m. shall do so at their own risk. Any person entering the cemeteries after 9:00 p.m. and before sunrise without the prior approval of the city shall be deemed to be trespassing and subject to the penalty provided in section 1-15 of the city Code.

### **Sec. 2-652. - Use of roadways and entrances.**

(a) No person shall use the roadways of the cemeteries as public thoroughfares for passage through the cemetery or for any other purpose, other than for attendance at funerals, memorial occasions, visits to graves or cemetery lots, or other similar uses and purposes, including official business.

(b) No person shall climb over, go through or go over any wall, fence or hedge in the cemetery, trespass in any manner upon cemetery property, or enter or leave the cemetery at any place other than at regularly established gateways or entrances and at such times as are established by the city for visitation.

### **Sec. 2-653. - Pedestrians.**

(a) Persons walking within a cemetery shall use only the avenues, roads, walks and alleys and no one shall be permitted to walk upon or across lots or lawns unless it is necessary to do so to gain access to one's own lot. The city shall not be liable for any injury sustained by anyone violating this rule.

(b) Persons visiting a cemetery or attending a funeral are strictly prohibited from writing upon, defacing or injuring any memorial, fence or other structure within the cemetery.

(c) Persons visiting a cemetery or attending a funeral are strictly prohibited from gathering flowers, either wild or cultivated, breaking or injuring any tree, shrub or plant, or feeding or disturbing the birds, fish or other animal life within the cemetery.

### **Sec. 2-654. - Vehicles.**

(a) *Admission.* Admission of vehicles upon cemetery roads shall be permitted as a

privilege and not as a right inherent to the ownership of interment rights in a burial space. Admission of vehicles is restricted to persons who observe the traffic rules of the city.

(b) *Entrance.* No vehicle shall enter a cemetery except through a regular entrance maintained for such purpose.

(c) *Driving on lots and lawns.* No person shall drive a vehicle over cemetery lots or upon cemetery lawns under any circumstances whatsoever.

(d) *Parking.* No person shall park any vehicle so as to obstruct any cemetery driveway, and no person shall drive or park any vehicle on any burial space. Parked vehicles must not be left with the engine running, and the emergency brake must be set when the driver is not in the vehicle.

(e) *Speed.* No person shall drive a vehicle at a speed in excess of ten (10) miles per hour.

(f) *U-turns.* No person shall make a U-turn on any road or driveway within the cemetery.

(g) *Horns, sirens or other similar noise emitting instrumentalities.* The sounding of horns, sirens or similar signals within the cemeteries is prohibited.

(h) *Funeral processions.* Drivers of vehicles in a funeral procession shall obey all traffic rules. When a vehicle meets a funeral procession, the driver must stop until the procession passes. A driver must not pass a funeral procession going in the same direction.

(i) *Pedestrian safety.* Visitors upon foot have the primary right to use of the road, and all drivers of vehicles are required to observe pedestrian rights by careful driving and strict adherence to the rules.

#### **Sec. 2-655. - Miscellaneous rules of conduct.**

(a) *Alcoholic beverages.* No person shall consume any alcoholic beverage, including beer and wine, within the boundaries of the cemeteries.

(b) *Children.* Children under fifteen (15) years of age shall not be permitted within a cemetery or its buildings unless accompanied by an adult who will be responsible for their conduct. Children, when accompanied by an adult, shall not play upon cemetery lots or lawns.

(c) *Dogs and other animals.* Dogs and other domestic animals or non-domestic animals are prohibited on cemetery grounds or in cemetery buildings, except that this prohibition shall not apply to service animals accompanied by their owner.

(d) *Disrespecting grave sites.* No person shall disrespect or desecrate grave sites by lying, sitting, or standing on top of markers, monuments or any other memorial structures.

(e) *Disturbing funerals.* No loud talking shall be permitted within hearing distance of funeral services.

(f) *Peddling or soliciting.* Peddling of flowers or plants or soliciting the sale of any commodity is prohibited within the boundaries of the cemeteries.

(g) *Littering.* The throwing of trash or litter on the drives, paths, lawns, lots or any other part of the cemetery grounds is prohibited.

(h) *Food and beverages.* No food or beverages shall be permitted in the cemeteries.

(i) *Signs and advertisements.* No signs, notices or advertisements of any kind shall be allowed in a cemetery unless placed by the city.

(j) *Firearms.* No firearms shall be permitted in the cemeteries except for ceremonial purposes by a military escort accompanying the funeral of a veteran or a law enforcement officer or attending memorial services.

(k) *Other inappropriate activities.* No person shall disturb the peace or disrupt the proper order of any cemetery by yelling, fighting, running, engaging in games or sports activities, engaging in horseplay, playing loud music, or using offensive words or insults. No person shall loiter or wander aimlessly about on cemetery grounds.

#### **Sec. 2-656. - Vandalism or injury to cemeteries.**

(a) In accordance with F.S. § 872.02, any person who willfully and knowingly destroys, mutilates, defaces, injures or removes any tomb, monument, marker, gravestone or other item intended for the protection, identification or ornamentation of any tomb, monument or gravestone or willfully destroys, mutilates, removes, cuts, breaks or injures any tree, shrub, or plant placed or being within the boundaries of the cemeteries is guilty of a misdemeanor of the first degree, punishable as provided in F.S. § 775.082 or F.S. § 775.083. However, if the damage to such property is greater than one hundred dollars (\$100.00) or if any property removed is greater in value than one hundred dollars (\$100.00), then he is guilty of a felony of the third degree, punishable as provided in F.S. § 775.082, F.S. § 775.083, or F.S. § 775.084.

(b) Any person who willfully and knowingly disturbs the contents of a tomb or grave is guilty of a felony of the third degree, punishable as provided in F.S. § 775.082, F.S. § 775.083, or F.S. § 775.084.

(c) This section shall not apply to any person authorized by law to remove or disturb a tomb, monument or gravestone or the contents of a tomb or grave.

#### **Secs. 2-657—2-699. - Reserved.**

**SECTION 2. SEVERABILITY.** If any clause, section, or provision of this ordinance shall be declared unconstitutional or invalid for any reason or cause, the remaining portion of said ordinance shall be in full force and effect and be valid as if such invalid portion thereof had not been incorporated herein.



**SECTION 3. EFFECTIVE DATE.** This ordinance shall take effect immediately upon its passage by the City Commission.

**CERTIFIED AS TO PASSAGE THIS** \_\_\_\_\_ day of \_\_\_\_\_ 2015.

\_\_\_\_\_  
Mayor/Deputy Mayor, City of Lake Wales

Attest:

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

## **MEMORANDUM**

---

July 8, 2015

**TO:** Honorable Mayor and City Commission

**VIA:** Ken Fields, City Manager

**FROM:** Joe Jenkins, Fire Chief

**RE:** Ordinance 2015- 06, Amendment to Fire Prevention Ordinance – 1<sup>st</sup> Reading

**SYNOPSIS:** The Adoption of Ordinance 2015- 06 provides an amendment to the Lake Wales Code of Ordinances, Chapter 10, Fire Prevention. The amendment is necessary to give the City Commission the ability to annually set the fire assessment fee rate for contracted areas outside of the incorporated boundaries of the City.

### **RECOMMENDATION**

It is recommended that the City Commission approve Ordinance 2015- 06 after first reading.

### **BACKGROUND**

The City enters in to an agreement each year with the Village of Highland Park to provide fire protection services. The current rates are \$108 per single family homes, \$49 for multi-family dwellings and \$.117 per square foot for commercial. These rates are currently listed in Lake Wales Code of Ordinances, Chapter 10, Fire Prevention. The total amount of the current contract with the Village of Highland Park is \$9,823 per year.

### **OTHER OPTIONS**

Do not approve the amendments and continue charging the Village of Highland Park the rates established in City Ordinance.

### **FISCAL IMPACT**

Adoption of Ordinance 2015-06 will generate an additional \$6,687 in revenues if current City Fire Assessment rates are applied  
Cost for Codification of Ordinance 2015- 06

### **ATTACHMENTS**

Ordinance 2015- 06

## ORDINANCE 2015-06

**AN ORDINANCE OF THE CITY OF LAKE WALES, POLK COUNTY, FLORIDA, AMENDING CHAPTER 10, FIRE PREVENTION, SECTION 10-6(b)(2), LAKE WALES CODE OF ORDINANCES, TO PROVIDE FOR CALCULATION OF THE FEE FOR ANY FIRE PROTECTION AGREEMENTS WITH POLITICAL SUBDIVISIONS OTHER THAN POLK COUNTY; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

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

**SECTION 1.** Chapter 10, Fire Prevention, Section 10-6(b)(2), Lake Wales Code of Ordinances is hereby amended to read as follows:

(2) *Annual fire protection agreement.* The city manager shall be authorized to execute annual fire protection agreements with any political subdivision other than Polk County, business or corporation owning property outside the corporate limits on the following fee basis:

- a. ~~*Business/commercial-Commercial.*~~ Fee shall be calculated at the current Fire Assessment Fee rate as adopted each year by the City Commission or as otherwise established by the City Commission for each fiscal year. ~~rate of eleven and seven-tenths cents (\$0.117) per square foot of property covered by the agreement.~~
- b. *Residential.* Fee shall be calculated at the current Fire Assessment Fee rate as adopted each year by the City Commission or as otherwise established by the City Commission for each fiscal year. ~~on the basis of one hundred eight dollars (\$108.00) per single-family dwelling unit covered by the agreement. Fee shall be calculated on the basis of forty-nine dollars (\$49.00) per multi-family dwelling unit or lodging unit covered by the agreement.~~

**SECTION 2.** If any clause, section or provision of this ordinance shall be declared unconstitutional or invalid for any reason or cause, the remaining portion of said ordinance shall be in full force and effect and be valid as if such invalid portion thereof had not been incorporated herein.

**SECTION 3.** This ordinance shall become effective immediately upon its passage by the City Commission.

**CERTIFIED AS TO PASSAGE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2015.**

BY: \_\_\_\_\_  
Eugene Fultz, Mayor/Commissioner  
City of Lake Wales, Polk County, Florida

ATTEST:

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

## ORDINANCE 2015-06

**AN ORDINANCE OF THE CITY OF LAKE WALES, POLK COUNTY, FLORIDA, AMENDING CHAPTER 10, FIRE PREVENTION, SECTION 10-6(b)(2), LAKE WALES CODE OF ORDINANCES, TO PROVIDE FOR CALCULATION OF THE FEE FOR ANY FIRE PROTECTION AGREEMENTS WITH POLITICAL SUBDIVISIONS OTHER THAN POLK COUNTY; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

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

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- a. ~~*Business/commercial-Commercial.*~~ Fee shall be calculated at the current Fire Assessment Fee rate as adopted each year by the City Commission or as otherwise established by the City Commission for each fiscal year. ~~rate of eleven and seven-tenths cents (\$0.117) per square foot of property covered by the agreement.~~
- b. *Residential.* Fee shall be calculated at the current Fire Assessment Fee rate as adopted each year by the City Commission or as otherwise established by the City Commission for each fiscal year. ~~on the basis of one hundred eight dollars (\$108.00) per single-family dwelling unit covered by the agreement. Fee shall be calculated on the basis of forty-nine dollars (\$49.00) per multi-family dwelling unit or lodging unit covered by the agreement.~~

**SECTION 2.** If any clause, section or provision of this ordinance shall be declared unconstitutional or invalid for any reason or cause, the remaining portion of said ordinance shall be in full force and effect and be valid as if such invalid portion thereof had not been incorporated herein.

**SECTION 3.** This ordinance shall become effective immediately upon its passage by the City Commission.

**CERTIFIED AS TO PASSAGE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2015.**

BY: \_\_\_\_\_  
Eugene Fultz, Mayor/Commissioner  
City of Lake Wales, Polk County, Florida

ATTEST:

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

## MEMORANDUM

---

July 21, 2015

**TO:** Honorable Mayor & City Commissioners

**VIA:** Kenneth Fields, City Manager

**FROM:** Dorothy Ecklund, Finance Director

**SUBJECT:** Certification of 2015 Taxable Value, Interim Millage & FY15'16 Budget Hearing Dates

**SYNOPSIS:** The City Commission will consider approval of the Polk County property appraiser's certification of taxable value for 2015, set the interim millage rate, and set the dates for the public hearings to adopt the final millage rate and the FY15'16 budget.

### RECOMMENDATION

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

1. Approve the Property Appraiser's Certification of Taxable Value for 2015.
2. Set the interim millage rate at 7.3638 mills.
3. Set the dates for the required public hearings for the final millage rate and adoption of the FY15'16 Budget as Thursday, September 3 and Tuesday, September 15.

### BACKGROUND

#### Certification of Taxable Values

Attached for your review and approval is the Polk County property appraiser's Certification of Taxable Value for 2015. As indicated, the City's gross taxable value for operating purposes is \$622,184,313. Lake Wales has experienced an increase in taxable value of \$39,964,416, since the 2014 certification. The certification for 2015 is 6.87% above 2014's final gross taxable value of \$581,682,466. It is recommended that the City Commission approve the Certification of Taxable Value for 2014.

#### Interim Millage Rate

In order for the property appraiser to proceed with the mailing of the required TRIM notices, it will be necessary for the Commission to set an interim millage rate and establish the required public hearing dates for adoption of the final 2015 millage rate and the FY15'16 budget.

We are recommending that the interim millage rate be set at 7.3638. The current year rolled-back rate is 8.1104. **The final adopted millage rate may not exceed the interim millage rate, but it may be lower than the interim millage rate.**

#### Date and Time for Public Hearings:

State law requires that the county property appraiser notify each property owner of the interim millage rate and the dates of the meetings for adoption of the millage and budget. To give time for the mailing of this notice to the property owner, the City must, by law, adopt an interim millage rate no later than August 4.

Florida Statutes stipulate that the first public hearings can be held no sooner than 65 days after the Certification of Taxable Value by the Property Appraiser or July 1, whichever is later. Certification occurred on July 1, therefore the first public hearings can be held no sooner than Thursday, September 3 (65 days after July 1). We are recommending the first public hearings for the millage and budget be set

for Thursday September 3, 2015. We are also recommending that the second public hearings be set for Tuesday September 15, 2015.

This year, the Board of County Commissioners has scheduled its public hearings on Monday, September 14 and Monday, September 21. The School Board's final public hearing is scheduled for Tuesday, September 8.

## **OTHER OPTIONS & FISCAL IMPACT**

Taxes levied by the various options are as follows:

	2015 millage rate	2015 ad valorem taxes levied	2015 taxes over (under) 2014 taxes	Minimum adoption requirement
			4,865,075	
current	8.3638	5,203,825	338,750	3-2 vote
rolled-back	8.1104	5,046,163	181,088	3-2 vote
proposed interim	7.3638	4,581,640	(283,435)	3-2 vote

**Note:** The City does not receive 100% of ad valorem tax levy due to 1) discounts offered for early payment and 2) unpaid delinquent taxes. A 2% reduction is included within budget calculations for ad valorem tax revenues. The 2% reduction has not been applied to the data table listed above.

The City Commission is not required to make a decision on the final millage rate at this meeting. The final decision should be made after we thoroughly review and discuss the budget and all of its implications; however, we do have to make a decision on the interim millage rate at this meeting.

## **ATTACHMENTS**

Proposed TRIM Calendar

Property Appraiser's Certification of Taxable Value (Form DR-420)

## **Proposed TRIM Calendar FY 15'16**

- **August 4, 2015**

**Deadline to notify Property Appraiser's Office:**

- a. **Interim millage rate**
- b. **Current year rolled-back rate**
- c. **Date, time & place of 1<sup>st</sup> budget hearings**

- **September 3, 2015 (Commission Meeting)**

- 1<sup>st</sup> reading of ordinance adopting millage rate**
- 1<sup>st</sup> Public Hearing, Millage Rate**
- 1<sup>st</sup> reading of ordinance adopting FY 15'16 budget**
- 1<sup>st</sup> Public Hearing, FY 15'16 Budget**

- **September 12, 2015**

**Advertisement of FY 15'16 Budget Summary (TRIM Ad)**  
**Advertisement of 2<sup>nd</sup> Public Hearing**  
**(State Statutes require the 2<sup>nd</sup> Public Hearing must be held**  
**between 2 and 5 days after advertisement)**

- **September 15, 2015 (Commission Meeting)**

- 2<sup>nd</sup> reading of ordinance adopting millage rate**
- 2<sup>nd</sup> Public Hearing, Millage Rate**
- 2<sup>nd</sup> reading of ordinance adopting FY 15'16 budget**
- 2<sup>nd</sup> Public Hearing, FY 15'16 Budget**

- **September 18, 2015**

**Deadline to forward ordinance adopting millage rate to Property Appraiser and Tax Collector**

- **October 7, 2015**

**Within 3 days of receiving notice of final adjusted tax roll,**  
**Deadline to certify form DR-422 to Property Appraiser**

**October 14, 2015**

**Deadline to forward Certificate of Compliance (DR-487) to Department of Revenue**  
**Within 30 days after final hearing**



# CERTIFICATION OF TAXABLE VALUE

DR-420  
R. 5/12  
Rule 12D-16.002  
Florida Administrative Code  
Effective 11/12

Year: <b>2015</b>	County: <b>POLK</b>
Principal Authority: <b>CITY OF LAKE WALES</b>	Taxing Authority: <b>CITY OF LAKE WALES</b>

## SECTION I: COMPLETED BY PROPERTY APPRAISER


1.	Current year taxable value of real property for operating purposes	\$	554,343,156	(1)
2.	Current year taxable value of personal property for operating purposes	\$	67,377,987	(2)
3.	Current year taxable value of centrally assessed property for operating purposes	\$	463,170	(3)
4.	Current year gross taxable value for operating purposes <i>(Line 1 plus Line 2 plus Line 3)</i>	\$	622,184,313	(4)
5.	Current year net new taxable value (Add new construction, additions, rehabilitative improvements increasing assessed value by at least 100%, annexations, and tangible personal property value over 115% of the previous year's value. Subtract deletions.)	\$	8,045,911	(5)
6.	Current year adjusted taxable value <i>(Line 4 minus Line 5)</i>	\$	614,138,402	(6)
7.	Prior year FINAL gross taxable value from prior year applicable Form DR-403 series	\$	581,682,466	(7)
8.	Does the taxing authority include tax increment financing areas? If yes, enter number of worksheets (DR-420TIF) attached. If none, enter 0	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	Number 3	(8)
9.	Does the taxing authority levy a voted debt service millage or a millage voted for 2 years or less under s. 9(b), Article VII, State Constitution? If yes, enter the number of DR-420DEBT, <i>Certification of Voted Debt Millage</i> forms attached. If none, enter 0	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	Number 0	(9)
<b>Property Appraiser Certification</b>		I certify the taxable values above are correct to the best of my knowledge.		
SIGN HERE	Signature of Property Appraiser: <div style="text-align: center; font-family: cursive; font-size: 1.2em;">Mark Fausp</div>	Date: <div style="text-align: center;">July 1, 2015</div>		

## SECTION II: COMPLETED BY TAXING AUTHORITY

If this portion of the form is not completed in FULL your taxing authority will be denied TRIM certification and possibly lose its millage levy privilege for the tax year. If any line is not applicable, enter -0-.				
10.	Prior year operating millage levy <i>(If prior year millage was adjusted then use adjusted millage from Form DR-422)</i>		per \$1,000	(10)
11.	Prior year ad valorem proceeds <i>(Line 7 multiplied by Line 10, divided by 1,000)</i>	\$		(11)
12.	Amount, if any, paid or applied in prior year as a consequence of an obligation measured by a dedicated increment value <i>(Sum of either Lines 6c or Line 7a for all DR-420TIF forms)</i>	\$		(12)
13.	Adjusted prior year ad valorem proceeds <i>(Line 11 minus Line 12)</i>	\$		(13)
14.	Dedicated increment value, if any <i>(Sum of either Line 6b or Line 7e for all DR-420TIF forms)</i>	\$		(14)
15.	Adjusted current year taxable value <i>(Line 6 minus Line 14)</i>	\$		(15)
16.	Current year rolled-back rate <i>(Line 13 divided by Line 15, multiplied by 1,000)</i>		per \$1000	(16)
17.	Current year proposed operating millage rate		per \$1000	(17)
18.	Total taxes to be levied at proposed millage rate <i>(Line 17 multiplied by Line 4, divided by 1,000)</i>	\$		(18)

Continued on page 2



19.	TYPE of principal authority (check one)	<input type="checkbox"/> County	<input type="checkbox"/> Independent Special District	(19)
		<input type="checkbox"/> Municipality	<input type="checkbox"/> Water Management District	
20.	Applicable taxing authority (check one)	<input type="checkbox"/> Principal Authority	<input type="checkbox"/> Dependent Special District	(20)
		<input type="checkbox"/> MSTU	<input type="checkbox"/> Water Management District Basin	
21.	Is millage levied in more than one county? (check one)	<input type="checkbox"/> Yes	<input type="checkbox"/> No	(21)
<b>DEPENDENT SPECIAL DISTRICTS AND MSTUs</b>			<b>STOP HERE - SIGN AND SUBMIT</b>	
22.	Enter the total adjusted prior year ad valorem proceeds of the principal authority, all dependent special districts, and MSTUs levying a millage. <i>(The sum of Line 13 from all DR-420 forms)</i>		\$	(22)
23.	Current year aggregate rolled-back rate <i>(Line 22 divided by Line 15, multiplied by 1,000)</i>		per \$1,000	(23)
24.	Current year aggregate rolled-back taxes <i>(Line 4 multiplied by Line 23, divided by 1,000)</i>		\$	(24)
25.	Enter total of all operating ad valorem taxes proposed to be levied by the principal taxing authority, all dependent districts, and MSTUs, if any. <i>(The sum of Line 18 from all DR-420 forms)</i>		\$	(25)
26.	Current year proposed aggregate millage rate <i>(Line 25 divided by Line 4, multiplied by 1,000)</i>		per \$1,000	(26)
27.	Current year proposed rate as a percent change of rolled-back rate <i>(Line 26 divided by Line 23, <u>minus 1</u>, multiplied by 100)</i>		%	(27)
<b>First public budget hearing</b>		Date :	Time :	Place :
SIGN HERE	<b>Taxing Authority Certification</b>		I certify the millages and rates are correct to the best of my knowledge. The millages comply with the provisions of s. 200.065 and the provisions of either s. 200.071 or s. 200.081, F.S.	
	Signature of Chief Administrative Officer :			Date :
	Title :		Contact Name and Contact Title :	
	Mailing Address :		Physical Address :	
	City, State, Zip :		Phone Number :	Fax Number :

Instructions on page 3



## TAX INCREMENT ADJUSTMENT WORKSHEET

6/26/2015 10:05:07PM

DR-420TIF

R. 6/10

Rule 12D-16.002

Florida Administrative Code

Effective 11/12

Year : 2015	County : POLK
Principal Authority : CITY OF LAKE WALES	Taxing Authority : CITY OF LAKE WALES
Community Redevelopment Area : Lake Wales CRA I (40)	Base Year : 1985

**SECTION I : COMPLETED BY PROPERTY APPRAISER**

1.	Current year taxable value in the tax increment area	\$	16,773,688	(1)
2.	Base year taxable value in the tax increment area	\$	8,891,265	(2)
3.	Current year tax increment value (Line 1 minus Line 2)	\$	7,882,423	(3)
4.	Prior year Final taxable value in the tax increment area	\$	17,177,027	(4)
5.	Prior year tax increment value (Line 4 minus Line 2)	\$	8,285,762	(5)

SIGN HERE	<b>Property Appraiser Certification</b>	I certify the taxable values above are correct to the best of my knowledge.	
	Signature of Property Appraiser : <i>Mandi Faup</i>	Date :	July 1, 2015

**SECTION II: COMPLETED BY TAXING AUTHORITY Complete EITHER line 6 or line 7 as applicable. Do NOT complete both.**

6. If the amount to be paid to the redevelopment trust fund IS BASED on a specific proportion of the tax increment value:				
6a.	Enter the proportion on which the payment is based.		%	(6a)
6b.	Dedicated increment value (Line 3 multiplied by the percentage on Line 6a) If value is zero or less than zero, then enter zero on Line 6b	\$		(6b)
6c.	Amount of payment to redevelopment trust fund in prior year	\$		(6c)
7. If the amount to be paid to the redevelopment trust fund IS NOT BASED on a specific proportion of the tax increment value:				
7a.	Amount of payment to redevelopment trust fund in prior year	\$		(7a)
7b.	Prior year operating millage levy from Form DR-420, Line 10		per \$1,000	(7b)
7c.	Taxes levied on prior year tax increment value (Line 5 multiplied by Line 7b, divided by 1,000)	\$		(7c)
7d.	Prior year payment as proportion of taxes levied on increment value (Line 7a divided by Line 7c, multiplied by 100)		%	(7d)
7e.	Dedicated increment value (Line 3 multiplied by the percentage on Line 7d) If value is zero or less than zero, then enter zero on Line 7e	\$		(7e)

SIGN HERE	<b>Taxing Authority Certification</b>	I certify the calculations, millages and rates are correct to the best of my knowledge.		
	Signature of Chief Administrative Officer :		Date :	
	Title :		Contact Name and Contact Title :	
	Mailing Address :		Physical Address :	
	City, State, Zip :		Phone Number :	Fax Number :



## TAX INCREMENT ADJUSTMENT WORKSHEET

6/26/2015 10:05:07PM

DR-420TIF

R. 6/10

Rule 12D-16.002

Florida Administrative Code

Effective 11/12

Year : 2015	County : POLK
Principal Authority : CITY OF LAKE WALES	Taxing Authority : CITY OF LAKE WALES
Community Redevelopment Area : Lake Wales CRA II (41)	Base Year : 1987

**SECTION I : COMPLETED BY PROPERTY APPRAISER**

1.	Current year taxable value in the tax increment area	\$	181,707,033	(1)
2.	Base year taxable value in the tax increment area	\$	109,080,851	(2)
3.	Current year tax increment value (Line 1 minus Line 2)	\$	72,626,182	(3)
4.	Prior year Final taxable value in the tax increment area	\$	167,213,169	(4)
5.	Prior year tax increment value (Line 4 minus Line 2)	\$	58,132,318	(5)

SIGN HERE	<b>Property Appraiser Certification</b>	I certify the taxable values above are correct to the best of my knowledge.	
	Signature of Property Appraiser : <i>Mandi Faup</i>	Date :	July 1, 2015

**SECTION II: COMPLETED BY TAXING AUTHORITY Complete EITHER line 6 or line 7 as applicable. Do NOT complete both.**

6. If the amount to be paid to the redevelopment trust fund IS BASED on a specific proportion of the tax increment value:				
6a.	Enter the proportion on which the payment is based.		%	(6a)
6b.	Dedicated increment value (Line 3 multiplied by the percentage on Line 6a) If value is zero or less than zero, then enter zero on Line 6b	\$		(6b)
6c.	Amount of payment to redevelopment trust fund in prior year	\$		(6c)
7. If the amount to be paid to the redevelopment trust fund IS NOT BASED on a specific proportion of the tax increment value:				
7a.	Amount of payment to redevelopment trust fund in prior year	\$		(7a)
7b.	Prior year operating millage levy from Form DR-420, Line 10		per \$1,000	(7b)
7c.	Taxes levied on prior year tax increment value (Line 5 multiplied by Line 7b, divided by 1,000)	\$		(7c)
7d.	Prior year payment as proportion of taxes levied on increment value (Line 7a divided by Line 7c, multiplied by 100)		%	(7d)
7e.	Dedicated increment value (Line 3 multiplied by the percentage on Line 7d) If value is zero or less than zero, then enter zero on Line 7e	\$		(7e)

SIGN HERE	<b>Taxing Authority Certification</b>	I certify the calculations, millages and rates are correct to the best of my knowledge.		
	Signature of Chief Administrative Officer :		Date :	
	Title :		Contact Name and Contact Title :	
	Mailing Address :		Physical Address :	
	City, State, Zip :		Phone Number :	Fax Number :



## TAX INCREMENT ADJUSTMENT WORKSHEET

6/26/2015 10:05:07PM

DR-420TIF

R. 6/10

Rule 12D-16.002

Florida Administrative Code

Effective 11/12

Year : 2015	County : POLK
Principal Authority : CITY OF LAKE WALES	Taxing Authority : CITY OF LAKE WALES
Community Redevelopment Area : Lake Wales CRA III (42)	Base Year : 1989

**SECTION I : COMPLETED BY PROPERTY APPRAISER**

1.	Current year taxable value in the tax increment area	\$	11,141,145	(1)
2.	Base year taxable value in the tax increment area	\$	8,894,367	(2)
3.	Current year tax increment value (Line 1 minus Line 2)	\$	2,246,778	(3)
4.	Prior year Final taxable value in the tax increment area	\$	10,999,349	(4)
5.	Prior year tax increment value (Line 4 minus Line 2)	\$	2,104,982	(5)

SIGN HERE	<b>Property Appraiser Certification</b>	I certify the taxable values above are correct to the best of my knowledge.	
	Signature of Property Appraiser : <i>Mandi Faup</i>	Date : July 1, 2015	

**SECTION II: COMPLETED BY TAXING AUTHORITY Complete EITHER line 6 or line 7 as applicable. Do NOT complete both.**

6. If the amount to be paid to the redevelopment trust fund IS BASED on a specific proportion of the tax increment value:				
6a.	Enter the proportion on which the payment is based.		%	(6a)
6b.	Dedicated increment value (Line 3 multiplied by the percentage on Line 6a) If value is zero or less than zero, then enter zero on Line 6b	\$		(6b)
6c.	Amount of payment to redevelopment trust fund in prior year	\$		(6c)
7. If the amount to be paid to the redevelopment trust fund IS NOT BASED on a specific proportion of the tax increment value:				
7a.	Amount of payment to redevelopment trust fund in prior year	\$		(7a)
7b.	Prior year operating millage levy from Form DR-420, Line 10		per \$1,000	(7b)
7c.	Taxes levied on prior year tax increment value (Line 5 multiplied by Line 7b, divided by 1,000)	\$		(7c)
7d.	Prior year payment as proportion of taxes levied on increment value (Line 7a divided by Line 7c, multiplied by 100)		%	(7d)
7e.	Dedicated increment value (Line 3 multiplied by the percentage on Line 7d) If value is zero or less than zero, then enter zero on Line 7e	\$		(7e)

SIGN HERE	<b>Taxing Authority Certification</b>	I certify the calculations, millages and rates are correct to the best of my knowledge.		
	Signature of Chief Administrative Officer :		Date :	
	Title :		Contact Name and Contact Title :	
	Mailing Address :		Physical Address :	
	City, State, Zip :		Phone Number :	Fax Number :

## MEMORANDUM

---

July 10, 2015

**TO:** Honorable Mayor and City Commission

**VIA:** Kenneth Fields, City Manager

**FROM:** City Clerk Clara VanBlargan, MMC

**RE:** Appointment – Planning & Zoning Board

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

### RECOMMENDATION

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

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

### BACKGROUND

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

Lake Wales Code of Ordinances Sec. 2-26 (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.

**Planning & Zoning Board (City Code Sec. 23-205.2)** – The board consists of seven (7) members. At least six (6) members must reside in the City and one (1) member 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: **2 vacancies**

Applying for appointment for a partial term expiring 7/1/16 or 7/1/17: Warren Turner, resident

Warren Turner was interviewed by the Board Chairman and Director of Planning & Development. The appointment of Mr. Warren is recommended.

Mr. Warren served on the Code Enforcement Board from 07/01/14 to 07/01/15.



<b>Current Members:</b> Joanne Fuller, resident	09/19/06 – 07/01/18, 4
Mark Bennett, resident	05/07/13 – 07/01/18, 2
Charlene Bennett, resident	02/16/10 – 07/01/16, 2
***Vacant***, resident	– 07/01/16
Sharon Allen, resident	07/01/04 – 07/01/17, P+4-Final
***Vacant***, resident	– 07/01/17,
John Gravel, property owner	05/06/14 – 07/01/16, 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.

- 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.
- 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.
- 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:

- 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;
- To consider the need for revision or addition of regulations in these land development regulations and recommend changes to the city commission;
- To hear and decide applications for special exception use permits and site plans in compliance with these regulations;
- To perform any other duties which are lawfully assigned to it by the city commission

**OPTIONS**

Do not appoint the applicants named above and seek other applicants; however, it may be difficult for the boards to obtain a quorum until vacancies are filled.

**FISCAL IMPACT**

None. These are volunteer citizen boards.

**ATTACHMENTS**

Application  
Recommendation for appointment

# 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

BOARD OF ZONING ADJUSTMENTS & APPEALS  
VARIANCE COMMITTEE

Applying for:

☐

reappointment

☒

new appointment

City Resident?

Yes  
Full-time ☒

Yes  
Part-time ☐

No ☐

City Business Tax?

Yes ☐

No ☒

Yes,  
Florida ☒

Yes,  
Other ☐

No ☐

Own Property in City?

☒

☐

Registered Voter?

☒

☐

☐

Name

WARREN TURNER

Home Address

4132 MUIRFIELD LOOP

Home Phone

863 949-4291

Business Address

N/A

Business Phone

N/A

Employer

RETIRED

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

46 YEARS WORKING IN AIRLINE FACILITIES. SEE RESUME.

Other community involvement

CURRENTLY ON "BOE INFORCEMENT BOARD".  
APPOINTMENT EXPIRES  
IN JULY 2015.

Fla. Statute 760.80 requires the City of Lake Wales to maintain and report the following information:

Race/Ethnicity

African-American ☐

Asian-American ☐

Hispanic-American ☐

Native-American ☐

Caucasian ☒

Gender

Male ☒ Female ☐

Physically Disabled?

Yes ☐ No ☒

I understand that I may be required to complete a Financial Disclosure Form in accordance with the requirements of Florida Law for every year during which I serve as an appointee. I further understand that refusal to file a required Financial Disclosure will result in my removal from the board/commission/committee to which I have been appointed.

WT  
applicant initials

Have you ever been convicted of a felony?

☐ Yes

If yes, please explain on separate paper and attach to application.

☒ No

List 3 references who reside in the city:

(863) MARY ARVANITES 318-1231

name phone

JILL EAGAN (863) 324-5545

name phone

MARTY HANCOCK (863) 324-0869

name phone

Contact City Clerk's Office to schedule appointment with board chairman and board support staff.

applicant signature

Warren Turner

date

6/3/15

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 WarTurner@aol.com

(0037) 5/08

RECEIVED JUN 08 2015

**Warren W. Turner**  
**4132 Muirfield Loop**  
**Lake Wales, FL 33859**

**Phone: (863) 949-4291**

**Professional Experience**

Extensive experience in the aviation industry which includes Properties, Facilities and various supervisory positions.

**City of Lake Wales, Florida**      July 2014 – July 2015

**Code Enforcement Board** (Volunteer)

Review code violations in the City of Lake Wales with other members of the board.

**Airtran Airways, Inc.** – Orlando, Florida

Jan 1998 – July 2007 (Retired)

**Director – Properties & Facilities**

Negotiate and process lease documents to accommodate airline facility needs. Attend airport industry meetings and interface with airport executives and other airline representatives. Plan, estimate and coordinate work of architects and contractors. Purchase ground services.

Promoted from Manager to Director in the first 6 months of 1998.

Achieved \$4.1 million in actual cost reductions in 1998 & 1999.

Constructed 4 additional gates at Atlanta-Hartsfield International Airport in 2000.

Reduced AirTran's lease obligation in Orlando saving \$24,000.

Constructed a \$17 million hangar at Atlanta-Hartsfield International Airport.

**Aviation Consulting** - Houston, Texas

Feb 1995 – Dec 1997

Aviation consulting work in Properties, Facilities, and Contract Services. Clients include Continental Airlines, Delta Airlines, ValuJet, Brown & Root, and Impace International.

**Note:** From January 1996 – August 1996 served in the position of Director – Properties & Facilities on a full time consulting basis for ValuJet Airlines.

Atlanta 1996 – Constructed support space and relocated ValuJet to 18 gates.

Atlanta 1996 – Constructed a 2,500 space employee parking lot on airport property.

**Resume – Warren W. Turner**

**Page 2.**

**Continental Airlines** – Houston, Texas

January 1987 – February 1995

**Manger – Properties & Facilities** (Aug 1993 – Feb 1995)

Negotiate and process lease documents to accommodate airline facility needs. Attend airport industry meetings at airline airports reviewing airport budgets and capital projects. Interface with airport executives and other airline representatives. Plan, estimate, and coordinate work of architects and contractors.

Saved \$3.5 million in capital costs by renegotiating Tampa lease.

Reduced facility costs by \$640,000 by altering facility use at Sarasota Airport.



**Director – Contract Sales & Service** – (April 1989 – August 1993)

Prepare bid specifications, negotiate and purchase ground handling services on a worldwide basis.  
Began as Manager, promoted to Director in April 1991.

Solely responsible for purchasing \$125 million in ground handling services.  
Reduced annual costs by \$10 million during tenure.  
Created & maintained data base of over 800 contracts providing essential information.

**Manager – Properties** – (Jan 1987- Mar 1989)

Negotiate and process lease documents to accommodate airline facility needs. Attend airport meetings, review airport budgets and capital projects. Interface with airport executives and other airline representatives.

Negotiated agreement at Cincinnati International airport savings \$161,000 annually.  
Negotiated agreement at Buffalo Airport obtaining facilities saving \$130,000 annually.

**New York Air** – New York, New York

Aug 1984 – Dec 1986

**Director – Properties & Facilities** – Aug 1984 – Dec 1986

Negotiate leases to accommodate airline facility needs. Plan, estimate and coordinate work of architects and contractors. Prepare department and capital budgets. Supervise and evaluate work of staff. Attend airport meetings and review airport budgets, rates, and capital projects. Began as Manager and was promoted to Director in February 1986.

**Resume – Warren W. Turner**

**Page 3.**

Dulles Airport - Constructed a 27,000 square foot facility (with seven loading bridges) in a record 95 days.

Boston Logan - Relocated 5 gate airline facility from one terminal to another overnight.

LaGuardia Airport - Constructed new \$3.7 million gate at LaGuardia Airport.

**Republic/North Central Airlines**

Jun 1962 – Aug 1984

Began as a Reservationist and then served in various supervisory positions which included, Customer Service Manager – Baltimore, Assistant Customer Service Manager – Detroit, and Supervisor Reservations & Airport at Milwaukee & Detroit.

**EDUCATION**

**Smith Barney/AAAE Seminar** – New York, NY

Oct 1988

**National School of Aeronautics** – Kansas City, KS

May/Jun 1962

**Fairmont State University** – Fairmont, WV

1960-61

**Personal Computer**

Proficient in Windows, Word, Word Perfect, Lotus 123 & Excel

## **MEMORANDUM**

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July 13, 2015

TO: Clara VanBlargan, City Clerk

FROM: Kathy Bangley, Director of Planning and Development

RE: Recommendation - Appointment of Mr. Warren Turner to Planning and Zoning Board

The Chairman of the Planning and Zoning Board, Charlene Bennett, and I recommend appointment of Warren Turner to fill one of the vacant positions on the board.

The recommendation is based on an interview held on July 1 in accordance with Sec. 2-26 (5) of the Lake Wales Code of Ordinances.

The duties and responsibilities of board members were reviewed. Mr. Turner expressed an interest in serving the community and an understanding of the board's charge.

Per Sec. 23-205 of the Code, the Planning and Zoning board consists of seven regular members. At least six members must reside in the City and one member must either reside or own real property within the City limits. Mr. Turner resides within the City limits.

# CITY OF LAKE WALES PROJECT TRACKING LIST 2014-2015

PROJECT	BUDGET	COMMISSION	SCHEDULED	CURRENT	STATUS
NAME		APPROVAL	COMPLETION	STATUS	UPDATED
<b>AIRPORT</b>					
Runway Extension	\$5,300,000 - \$4,300,000	Yes		Plans at 98%. Project is being market priced. Mitigation bank property acquired. Review to follow. Funding from various sources under investigation, i.e. FAA and FDOT. All white papers complete. See Airport Master Plan. Both FAA and FDOT have indicated support for funding.	7/16/2015
Airfield Improvements (Task Order #15)	\$161,000	yes - 7/2/13	9/30/2015	Commission accepted FAA agreement at Sept. 3 meeting. Task Order #16 with Hoyle Tanner for construction engineering and Dickerson Florida, Inc. for construction services was approved by the City Commission October 7, 2014. Pre-construction meeting was held, Wednesday, October 8, 2014. Project began on Monday, November 10, 2014 and is on schedule. The borrow pits (ponds) have been drained and are being filled (80% complete). Next step is demolition of taxiway delta. Overall project is at 45% completion and is still on schedule.	7/16/2015
<b>RECREATION</b>					
Skate Park Improvements	\$50,000	7/15/2014	9/30/2015	Construction has been completed.	7/16/2015
Gym Floor Replacement	\$68,212	6/2/2015	9/30/2015	Contract awarded to Signature Sports Flooring. Work to begin August 17.	7/16/2015
Lake Wales Trail	\$200,000	yes-1/15/13	3/31/2015	Close-out in process. Trail mile Markers added.	7/16/2015

SEWER SYSTEM					
C Street Project	\$6,695,751	yes - 6/2/15		Close out Documents have been submitted for Phase I. Phase II Application has been approved and was submitted June 22	7/16/2015
Relocation of Water/Sewer Lines on HWY 27 near Vanguard	\$300,000			On hold waiting for the go-ahead from finance.	7/16/2015
Other items approved or discussed at Commission Meetings					
Resurfacing of the Scenic Highway from Mt. Lake Cutoff to Ray Martin Rd.			to be determined	Construction is underway on the FDOT's 3.5-mile project. Construction of 1.5 miles of new sidewalks and improvements to the storm water system are progressing. Replacement of traffic lights and crosswalk improvements are included. Resurfacing will extend from Mt. Lake Cut-off to Ray Martin Road. Progress meeting are held weekly every Tuesday.	7/16/2015
Cemetery			4/30/2015	Project complete - need closeout	7/16/2015
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.	7/16/2015

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.	7/16/2015
Library Statistics (April)				Total Circulation Books-by-Mail: 31,289 Total In-house circulation: 161,440 Total new borrowers: 854 Total attendance at programs: 9,416 Computer users: 26,125	7/16/2015
<b>COMPLETED PROJECTS</b>					
Website redesign	\$25,000		6/1/2015	New Website has been launched. Project Complete.	7/16/2015
Audiovisual Solution for the James P. Austin center	\$26,873	2/17/2015	4/17/2015	This project is complete.	7/16/2015

## 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.	7/16/2015
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.	7/16/2015
Depot Museum	3/2/2015	Kenneth Fields	Thornhill	New Director has begun work.	7/16/2015

**COMPLETED ITEMS**

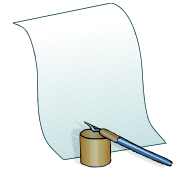
# STRATEGIC PLAN ITEMS - STATUS REPORT

TASK	MEETING DATE	RESPONSIBLE PERSON	REQUEST MADE BY	COMMENTS	DATE OF STATUS
Green Initiatives	1/12/2013	Slaton		1. Police department arrest packets are now digitally transmitted. 2. Traffic crash reports are now digitally transmitted. 3. Traffic citations are in the testing phase of being digitally transmitted. (These will save paper & eliminate the need to drive to Bartow to deliver them) 4. Human Resources/Finance is transitioning to electronic time sheets.	7/16/2015
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.	7/16/2015

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 – July 2015

Tues, July 7, 2015	Regular	6:00 p.m.	Commission Chambers
Tues, July 14, 2015	Workshop	6:00 p.m.	Commission Chambers
Tues, July 21, 2015	Regular	6:00 p.m.	Commission Chambers

### City Commission Meetings – August 2015

Tues, August 4, 2015	Regular	6:00 p.m.	Commission Chambers
Mon, August 10, 2015	Polk County Water Summit; 9am – 11am, City of Haines City - Lake Eva Banquet Hall (Meeting for Elected Officials)		
Tues, August 11, 2015	Workshop	6:00 p.m.	Commission Chambers
Tues, August 18, 2015	Regular	6:00 p.m.	Commission Chambers
Tues, August 25, 2015	(Tentative) Workshop	6:00 p.m.	Commission Chambers

### City Commission Meetings – September 2015

Thurs, September 3, 2015	Regular	6:00 p.m.	Commission Chambers
Tues, September 15, 2015	Regular	6:00 p.m.	Commission Chambers

*Tuesday, September 1, 2015 regular City Commission meeting rescheduled to Thursday, September 3, 2015 due to TRIM Requirements.*

### City Commission Meetings – October 2015

Tues, October 6, 2015	Regular	6:00 p.m.	Commission Chambers
Tues, October 20, 2015	Regular	6:00 p.m.	Commission Chambers

### City Commission Meetings – November 2015

Tues, November 3, 2015	Regular	6:00 p.m.	Commission Chambers
Tues, November 17, 2015	Regular	6:00 p.m.	Commission Chambers

### City Commission Meetings – December 2015

Tues, December 1, 2015	Regular	6:00 p.m.	Commission Chambers
Tues, December 15, 2015	Regular	6:00 p.m.	Commission Chambers

*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>
August 10 <sup>th</sup>	9am – 11am	Polk County Water Summit	All Elected Officials are encouraged to attend!	City of Haines City - Lake Eva Banquet Hall	
September 25 <sup>th</sup> & 26 <sup>th</sup>	<u>Friday, 25<sup>th</sup></u> 7pm  <u>Saturday, 26<sup>th</sup></u> 7am; 8am; 7pm	Quivering Quads – Series of Races	Lake Wales Noon Rotary	Lake Wailes Lake	Event Flyer
October 8 <sup>th</sup>	4:30pm – 6:30pm	2015 Elected Leadership Summit		Polk County History Center 100 E. Main Street, Bartow	Invitation
October 24 <sup>th</sup>	10am-6pm	Spook Hill Thunder	Fund Raising Event	Spook Hill	Location Map  Purpose
October 29 <sup>th</sup>	4pm – 6pm	Lake Wales High School Homecoming Parade	To include street closings	Downtown	Special Event Application
February 13, 2016	10am – 8pm	Heritage Fest	Green & Gold Foundation & Black Leaders & Entrepreneurs Coalition	Downtown Lake Wales	Location Map

**BOARDS, COMMITTEES & COMMISSIONS**  
**2015 REPORTING SCHEDULE**  
**[Reporting Dates are Subject to Change]**

<b>BOARD, COMMITTEE &amp; COMMISSION</b>	<b>ANNUAL REPORTING DATE</b>	<b>REGULAR MEETING SCHEDULE</b>
Airport Authority Board	Tuesday, February 17 <sup>th</sup> ✓	1 <sup>st</sup> Monday; 5:30pm, Chamber
Citizens & Police Community Relations		3 <sup>rd</sup> Thursday; 6pm; City Hall Lunch Room
Code Enforcement Board	Tuesday, July 7 <sup>th</sup> ✓	2 <sup>nd</sup> Monday; 5pm; Chamber
CRA Citizen Advisory Committee		2 <sup>nd</sup> Thursday; 3:30pm, Chamber
Historic District Regulatory Board		3 <sup>rd</sup> Thursday; 5:30pm, Chamber
Housing Authority	Tuesday, July 21 <sup>st</sup>	3 <sup>rd</sup> Wednesday, 6pm, Housing Authority
Library Board	Tuesday, June 16 <sup>th</sup> ✓	2 <sup>nd</sup> Wednesday; 11am, Library
Recreation Commission	Tuesday, May 19 <sup>th</sup> ✓	3 <sup>rd</sup> Monday; 12pm, CM Conference Room

**IN-ACTIVE BOARDS**

Bicycle/Pedestrian Advisory Commission  
Drug & Prostitution-Related Nuisance Abatement Board  
Enterprise Zone Development Agency  
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: **2 vacancies**

<b>Current Members:</b> Charles Keniston, resident	03/06/12 - 07/01/18, 2
***Vacant***	- 07/01/18
Katherine Rogers, resident, chairman	09/18/12 - 07/01/18, 2
Charles Loomis, resident	11/03/10 - 07/01/16, 2
Robert Kelly, resident	07/03/07 - 07/01/16, 3-Final
Dale Marks, resident	06/17/08 - 07/01/17, 3
Robert Wood, resident	05/19/15 - 07/01/17, 1
***Vacant***	- 07/01/18
Commissioner Perez, non-voting member	05/19/15 - 05/02/17, 1

**Airport Manager (City Code Sec. 2-41(f)(5))** - City Manager

**Meetings (City Code Sec. 2-41(r))** - The Lake Wales Airport Authority shall hold regular meetings at least once every month and at such other times as the authority shall determine to be reasonably necessary from time to time.

**Current Meeting Schedule:** - 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 shall serve as ex officio members. At least five (5) regular members and two (2) alternate members must reside within the City limits. Members who are not City residents must reside within the City's utilities service area in a residence served by the City's utilities system, receiving either water or sewer service. (3-year term)

- There is no interview process requirement for applicants applying for appointment to this board.
- Members are not required to file an annual Form 1, Statement of Financial Interests
- Current Vacancies: **3 regular vacancies; 2 alternate vacancies; 1 expired term**

<b>Current Members:</b> Jacqueline Williams, resident	09/16/08 – 07/01/15, P+2
***Vacant***, resident	– 07/01/15
Evelyn Pabon, resident	08/21/12 – 07/01/16, P+1
Lorraine McIntosh, resident	06/15/10 – 07/01/16, 2
Roberto Maldonado, resident	07/17/12 – 07/01/17, 2
Jaime Rivera, resident	03/05/13 – 07/01/16, 1
Jose Fco Joglar-Gaya, resident (alt)	06/18/13 – 07/01/15, 1
***Vacant***, Regular	– 07/01/17
***Vacant***, Alternate	– 07/01/17
***Vacant***, Alternate	– 07/01/17

**Meetings (City Code Sec. 2-199.2)** - The commission shall meet at regular intervals, but in any event at least once each quarter. Meetings shall be called by the chairperson. The mayor and the city manager shall have the authority to call special meetings of the commission.

**Current Meeting Schedule:** 1<sup>st</sup> Thursday @ 5:30 PM; Commission Chamber

**[The Bicycle/Pedestrian Advisory Commission is not currently meeting]**

**Duties (City Code Sec. 2-199.3)** – The Commission shall:

1. Make recommendations regarding implementation of roadway and transportation improvements as it pertains to bicycle and pedestrian needs;

2. Promote safe and convenient enjoyment of the city's bicycle/pedestrian facilities through safety/educational programs and activities, community events and clinics, and other activities as necessary;
3. Promote communication and exchange of ideas and concerns among users of the city's bicycle/pedestrian facilities, city staff and the city commission;
4. Make reports and recommendations to the city commission and city staff with respect to the development and management of bicycle/pedestrian facilities;
5. Receive public input pertaining to bicycle and pedestrian transportation and infrastructure issues;
6. Make recommendations regarding the allocation of funds for capital expenditures relating to bicycle and pedestrian transportation;
7. Assist the planning & development department and the planning board in the preparation and adoption of an up-to-date bicycle/pedestrian facilities master plan;
8. Assist in the design of the Lake Wales Trailway and provide a public forum for citizens to participate in the planning effort for the trail;
9. Help ensure that the Lake Wales Trail (around Lake Wales) 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 – 07/01/16, 2
Barbara Follett, resident	08/07/07 – 07/01/16, 3-Final
Harold Weigand, resident	06/20/06 – 07/01/17, 4-Final
***Vacant***, resident	- 07/01/16
***Vacant***, resident	- 07/01/16

**Meetings (City Code Sec. 23-206.2(c))** - The board of appeals shall hold regular meetings at the call of the chairman and at such other times as the board may determine. Special meetings may be called by the chairman or vice-chairman with twelve (12) hours of notice.

**Current Meeting Schedule:** 3<sup>rd</sup> Thursday @ 9:00 AM; Commission Chamber

**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; 1 expired term

**Current Members:** Nathan Minton, resident 05/03/11 – 07/01/16, P+2  
 \*\*\*Vacant\*\*\*, resident – 07/01/18  
 Joseph VanBlarcom, police officer 05/03/11 – 07/01/15, 2

**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: 1 vacancy; 1 expired term

**Current Members:** Melissa Konkol, resident 01/19/10 – 07/01/18, 3  
 Wilena Vreeland, resident 10/04/11 – 07/01/18, P+2  
 Angela Jones, resident 05/07/13 – 07/01/15, 1  
 \*\*\*Vacant\*\*\*, resident – 07/01/18  
 Murray Zacharia, resident 06/18/13 – 07/01/16, 1  
 William Follett, resident 07/03/07 – 07/01/16, 3-Final  
 Jean Kincaid Scott, resident 06/17/08 – 07/01/17, 3

**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. One member is nominated by each city commissioner. Members must reside, own property or operate a business within the voting district represented by the commissioner provided that the property, residence or business of the nominee is within the boundaries of the CRA. (2 year term)

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

<b>Current Members:</b>	***Vacant*** (Seat 1 – At Large)	– 07/01/16
	Mark Bennett (Seat 2 – District 19)	04/21/15 – 07/01/16, 1
	Narvell Peterson, (Seat 3 – District 122)	12/07/10 – 07/01/15, P+2
	***Vacant***, (Seat 4 – District 27)	– 07/01/17
	Robin Gibson, (Seat 5 – District 28)	04/08/15 - 07/01/18, P+1

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

**Current Meeting Schedule:** 2<sup>nd</sup> Thursday @ 3:30 PM; Commission Chamber

**Duties (City Code Sec. 2-73)** – The Committee assist the CRA board in implementing redevelopment activities within the redevelopment area and to provide advice and recommendations to the CRA board on redevelopment matters as necessary.

**Drug & Prostitution-Related Nuisance Abatement Board (City Code Sec. 15-10)** – The board consists of seven (7) members. Members must be residents. (3-year term)

- An interview process is necessary for new applicants only.
- Members are not required to file an annual Form 1, Statement of Financial Interests
- Current Vacancies: 7 residents

**Current Members:** None / Inactive Board

***Vacant***, resident	– 12/01/15
***Vacant***, resident	– 12/01/15
***Vacant***, resident	– 12/01/15
***Vacant***, resident	– 12/01/15



***Vacant***, resident	– 12/01/15
***Vacant***, resident	– 12/01/16
***Vacant***, resident	– 12/01/16

**Meetings (City Code Sec. 15-10(g))** – The members of the drug and prostitution-related nuisance abatement board shall meet annually and elect a chair, who shall be a voting member, from among the members of the board. The presence of four (4) shall constitute a quorum.

**Current Meeting Schedule:** Inactive Board

**Powers (City Code Sec. 15-10)** - Adopt rules for the conduct of its hearings and establish procedures; issue orders having the force of law consistent with authority contained herein; and take testimony under oath.

**Enterprise Zone Development Agency (City Code Sec. 2-194; Sec. 2-191, F.S 290.001 – 290.016 (2001))**

The Agency consists of eight (8) commissioners with a quorum requirement of five (5) members, and at minimum; six (6) commissioners must be residents of the City of Lake Wales. The commissioner seats shall be designated as seat #1 through #8 respectively. Each agency commissioner shall be appointed to a specific designated seat by majority vote of the city commission. A certificate of appointment or reappointment of any commissioner shall be filed immediately with the city clerk (3 year term)

The city commission shall appoint one (1) representative from each of the following groups: (One (1) individual may represent more than one (1) of the groups.) (3-year term)

- a. The local Chamber of Commerce;
  - b. A local financial or insurance entity;
  - c. The businesses operating within the area;
  - d. The residents residing within the area;
  - e. A non-profit community-based organization operating within the area;
  - f. The local private industry council;
  - g. The local police department;
  - h. The local code enforcement agency.
- An interview process is necessary for new applicants only.
  - Members are not required to file an annual Form 1, Statement of Financial Interests
  - Current Vacancies: 8 vacancies (Seats 1–8)

**Current Members:** None / Inactive Board

***Vacant***, (Seat 1)	– 12/01/15
***Vacant***, (Seat 2)	– 12/01/15
***Vacant***, (Seat 3)	– 12/01/18
***Vacant***, (Seat 4)	– 12/01/18
***Vacant***, (Seat 5)	– 12/01/17
***Vacant***, (Seat 6)	– 12/01/16
***Vacant***, (Seat 7)	– 12/01/16
***Vacant***, (Seat 8)	– 12/01/16

**(City Code Sec. 2-194(3,4),**

(3). The city commission may, by majority vote, remove a commissioner for inefficiency, neglect of duty, or misconduct in office, providing the commissioner has been given a copy of written charges at least ten (10) days prior to a hearing in which the commissioner is given an opportunity to be heard on said charges in person or by counsel.

(4) A seat on the agency shall be deemed vacant when a member has more than three (3) consecutive absences or five (5) absences within a calendar year, or because of death, resignation, removal, or completion of the term by any commissioner. A seat vacated prior to the expiration of its term shall be filled for its unexpired term by majority vote of the city commission.

**Meetings (City Code Sec. 2-195(c):**

- a. A majority of the appointed commissioners shall constitute a quorum for the purpose of conducting business and exercising the powers of the agency and for all other purposes. Action taken by the agency shall be upon a vote of a majority of the commissioners present.
- b. The city commission, by majority vote, shall designate a chairperson and vice chairperson of the agency, and the chair and vice chair shall serve in such capacity for one (1) year. The chair and vice chair may succeed themselves.
- c. In addition to the foregoing, the agency shall adopt rules necessary to the conduct of its affairs, and in keeping with the provisions of the article. Meetings shall be held at the call of the chairperson and at such other times as a majority of the commissioners may determine. All meetings shall be open to the public. The agency shall keep minutes of its proceedings, showing the vote of each member upon each question, or if absent or failing to vote, indicating such fact, and shall keep records of its examinations and other official actions, all of which shall be public record and be immediately filed with the city clerk for the agency.

**Current Meeting Schedule: Inactive Board**

**Powers & Responsibilities (City Code Sec. 2-196):**

The agency may only exercise those powers and responsibilities expressly granted to it by the city commission and/or state law. Absent from such an express grant, the city commission hereby reserves all other powers and duties including, but not limited to those powers delegated to the city commission under the Act. The agency shall have the following powers and responsibilities:

1. To assist in the development and implementation of the strategic plan for the area (*A Strategic plan shall mean the enterprise zone development plan adopted by the city commission in accordance with the Act*);
2. To oversee and monitor the implementation of the strategic plan. The agency shall make quarterly reports to the city commission evaluating the progress in implementing the strategic plan;
3. To identify and recommend to the city commission ways to remove regulatory barriers; and
4. To identify to the city commission the financial needs of, and local resources or assistance available to, eligible businesses in the area.

**Expenditure of Funds (City Code Sec. 2-197):**

The expenditure of funds by the agency shall comply with the following requirements:

1. The agency shall have no authority to obligate or expend any funds, including grant funds, without the authorization of the city commission.
2. The agency shall perform its functions and responsibilities within the resources made available by the city, and shall not exceed its budget approved by the city.
3. The agency shall not incur any expense, debt, or obligation to be paid by the city, unless such expense, debt, or obligation is previously authorized by the city commission.
4. The agency commissioners shall not receive any compensation for service, but are entitled to payment of necessary and reasonable expenses incurred in the discharge of their duties if said expenses comply with the agency's approved budget.

**Historic District Regulatory Board (City Code Sec. 23-208.2)** – The board consists of five (5) regular members (appointed in accordance with section 2-26). At least 50% of the members shall reside or own property within the City. Members shall be chosen to provide expertise in the following disciplines to the extent such professionals are available in the community: historic preservation, architecture, architectural history, curation, conservation, anthropology, building construction, landscape architecture, planning, urban design, and regulatory procedures. (3-year term)

- An interview process is necessary for new applicants only.

- Members are required to file an annual Form 1, Statement of Financial Interests
- Current Vacancies: 1 vacancy, resident or own property in City; 2 expired terms

**Current Members:** Lawrence (Larry) Bossarte, business owner 11/01/11 – 07/01/17, 2  
 Jean Donaldson, resident 10/02/12 – 07/01/15, 1  
 Leah Bartholomay, resident 05/06/14 – 07/01/15, P  
 Diane Armington, owns property in the City 03/15/11 – 07/01/16, 2  
 \*\*\*Vacant\*\*\* – 07/01/15

**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
Eddye Rivers, resident	07/01/08 – 07/01/16, 2
Wanda Lawson, resident	06/18/13 – 07/01/17, 1
Mellissa Montgomery, resident of housing project	06/21/11 – 07/01/17, 2
Helen Walters, resident	11/04/14 – 07/01/18, 1
Albert Kirkland, Jr., Ex-officio	n/a
Commissioner Jonathan Thornhill, City Liaison	06/04/13 – 05/02/17

**Lakes Advisory Commission (City Code Sec. 2-171; 2-172)** - The commission consists of seven (7) members. City Manager or his designee serves as an ex officio member. At least six (6) members must reside in the City. (3-year term)

- There is no interview process requirement for applicants applying for appointment to this board.
- Members are not required to file an annual Form 1, Statement of Financial Interests
- Current Vacancies: **6 residents; 1 non-resident with city utilities**

**Meetings (City Code Sec. 2-173)** - The Board shall meet at regular intervals, but in any event at least once each quarter. Meetings are called by the chairman. Special meetings are called by the Mayor.

**Current Meeting Schedule:** **Inactive Board**

**Duties (Sec. 2-174)** - Advise the City Commission on matters involving the restoration, preservation or maintenance of lakes and waterways found within the city; To seek and solicit and make applications for any grants or funds offered by any entity, public or private, if such funds could be used by the city in the preservation, restoration and maintenance of the lakes and waterways found in the city. Any decision to accept offered funds or grants shall remain within the city commission.

**Library Board (City Code Sec. 2-26,(b))** – The board consists of five (5) members. Four members must reside in the City, own property in the City or hold a valid business tax receipt issued from by the City. One member shall be a resident of the unincorporated Greater Lake Wales area having a Lake Wales address or a resident of the City of Lake Wales if the Lake Wales Public Library is a member of the Polk County Cooperative and receives operating funds from Polk County Board of County Commissioners (Ordinance 2008-07; 02/19/08). (5-year term)

- There is no interview process requirement for applicants applying for appointment to this board.
- Members are not required to file an annual Form 1, Statement of Financial Interests
- Current Vacancies: **1 vacancy, resident**

**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.

<b>Current Members:</b> Glenda Morgan, outside	08/06/96 – 07/01/16, 4-Final
Donna Geils, resident	12/02/14 – 07/01/17, 1
***Vacant***, resident	– 07/01/16
Cheryl Garnett, resident	03/05/13 – 07/01/18, 1
Beverly Lamar, resident	07/01/04 – 07/01/19, 3-Final

**Parks and Community Appearance Advisory Board (City Code Sec. 2-131)** - The board consists of seven (7) members. A majority of the members shall reside or own property within the City limits. The Director of Planning or designee and Public Services Director or designee shall serve as ex-officio members. The board shall elect a chairman at its first meeting after the first day of July in each year. (3-year term)

- There is no interview process requirement for applicants applying for appointment to this board.
- Members are not required to file an annual Form 1, Statement of Financial Interests
- Current Vacancies: 5 vacancies

**Meetings (2-133)** – The Board shall meet at regular meetings at least six (6) times per year.

**Current Meeting Schedule:** - 4<sup>th</sup> Monday @ 5:00 PM; Commission Chamber  
[INACTIVE BOARD – The Parks Board is not currently meeting]

<b>Current Members:</b> Jean Kincaid Scott, resident	09/16/08 – 07/01/17, 3-Final
***Vacant***	– 07/01/18
Heidi Gravel, outside, business owner	05/15/07 – 07/01/16, 3-Final
***Vacant***	– 07/01/18
***Vacant***	– 07/01/16
***Vacant***	– 07/01/16
***Vacant***	– 07/01/17

**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 six (6) members must reside in the City and one (1) member 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: **2 vacancies**

<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 – 07/01/16, 2
***Vacant***, resident	– 07/01/16
Sharon Allen, resident	07/01/04 – 07/01/17, P+4-Final
***Vacant***, resident	– 07/01/17,
John Gravel, property owner	05/06/14 – 07/01/16, 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: 1 citizen vacancy; 1 termed out citizen vacancy; 11 organizational vacancies

Organizational members are appointed by the board. No quorum has been met to re-appoint.

**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
Jim Gouvellis	07/01/14 – 07/01/15, P
***Vacant***	– 07/01/15
Eileen Farchmin, Webber Intern'l University	09/19/11 - 07/01/14, 2
Robbie Shields, Lake Wales Soccer Club	09/19/11 - 07/01/14, 2
Patty McKeeman, Lake Wales Pram Fleet	09/19/11 - 07/01/14, 2
Deborah Rheiner/Linda Kimbrough, PAL	09/19/11 - 07/01/14, 2
Helen Petersen, Green & Gold Foundation	09/19/11 - 07/01/14, 2
Norm Rainey, Tennis Program	09/19/11 - 07/01/14, 2
John Abel, YMCA/Softball	09/19/11 - 07/01/14, 2
Clark Heter, YMCA	10/17/11 - 07/01/14, 2
Mimi Hardman, Historic Lake Wales Society	09/19/11 - 07/01/14, 2
Curt, Boys & Girls Club	09/19/11 - 07/01/14, 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

**Current Members:** \*\*\*Vacant\*\*\*, 5th Seat

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 - 04/01/16, 4
Sarah Kirkland, general employee	01/05/10 - 04/01/19, 3
James Slaton, general employee	04/26/12 - 04/01/16, 1
Commissioner Jonathan Thornhill, voting member	03/18/14 - 05/07/17, 1

**Meetings (City Code Sec. 16-43(O))** – The board of trustees may hold meetings, determining the notice, place and time of each. A majority of its members shall constitute a quorum.

**Current Meetings** – Quarterly @ 8:30 a.m.; City Manager's conference room

**Powers & Duties (City Code Sec. 16-43 (I)):** The powers, duties and responsibilities of the board of trustees shall include the power and duty to:

- (1) Construe the provisions of the system and determine all questions arising thereunder;
- (2) Determine all questions relating to eligibility and participation;
- (3) Determine and certify the amount of all retirement allowances or other benefits hereunder;
- (4) Establish uniform rules and procedures to be followed for administrative purposes, benefit applications and all matters required to administer the system;
- (5) Distribute to members at regular intervals information concerning the system;
- (6) Receive and process all applications for participation and benefits;
- (7) Authorize all payments whatsoever from the fund, and to notify the disbursing agent, in writing, of approved benefit payments and other expenditures arising through operation of the system and fund;
- (8) Have performed actuarial studies and annual actuarial valuations and make recommendations regarding any and all changes in the provisions of the system;
- (9) Select a secretary, who shall keep a complete minute book of the actions, proceedings, or hearings of the board and who shall keep a record of all persons receiving pension payments,