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# **SPECIAL CALLED CITY COUNCIL REGULAR SESSION**

## **CITY OF LAKE CITY**

**July 12, 2021 at 6:00 PM**

**Venue: City Hall**

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## **AGENDA**

The meeting will be held in the City Council Chambers on the second floor of City Hall located at 205 North Marion Avenue, Lake City, FL 32055. The meeting will also be available via communications media technology.

**CMT instructions are located at the end of this Agenda.**

### **Events Prior to Meeting**

5:00 PM Community Redevelopment Agency Meeting

### **Pledge of Allegiance**

### **Invocation - Mayor Stephen M. Witt**

***Ladies and Gentlemen; The Lake City Council has opened its public meeting. Since 1968, the City Code has prohibited any person from making personal, impertinent, or slanderous remarks or becoming boisterous while addressing the City Council.***

***Yelling or making audible comments from the audience constitutes boisterous conduct. Such conduct will not be tolerated. There is only one approved manner of addressing the City Council. That is, to be recognized and then speak from the podium***

### **Roll Call**

### **Proclamations - None**

### **Minutes**

[1.](#) Special Called City Council Meeting June 21, 2021

[2.](#) Regular Session June 21, 2021

### **Approval of Agenda**

### **Approval of Consent Agenda - None**

## **Presentations**

3. Blanche Update - Dennille Decker
4. Curtis Burgess - Columbia Youth Football Association - 1st Annual Vince Timmons Youth Football Tournament.
5. Dr. Christopher Esing - Bicentennial Founders Day event for Saturday, November 20, 2021.

## **Persons Wishing to Address Council**

*Citizens are encouraged to participate in City of Lake City meetings. The City of Lake City encourages civility in public discourse and requests that speakers direct their comments to the Chair. Those attendees wishing to share a document and or comments in writing for inclusion into the public record must email the item to [submissions@lcfla.com](mailto:submissions@lcfla.com) no later than noon on the day of the meeting. Citizens may also provide input to individual council members via office visits, phone calls, letters and e-mail that will become public record.*

## **Old Business**

### Ordinances

### **Open Public Hearing**

6. City Council Ordinance No. 2021-2190 (final reading) - An ordinance of the City of Lake City, Florida, amending the future land use plan map of the City of Lake City Comprehensive Plan, as amended; relating to an amendment of ten or less acres of land, pursuant to an application, CPA 21-01, by the property owners of said acreage, under the amendment procedures established in sections 163.3161 through 163.3248, Florida Statutes, as amended; providing for changing the future land use classification from commercial to residential moderate density (less than or equal to 4 dwelling units per acre) of certain lands within the corporate limits of the City of Lake City, Florida; providing severability; repealing all ordinances in conflict; and providing an effective date.

Passed on first reading 6/7/2021

### **Close Hearing**

### **Adopt City Council Ordinance No. 2021-2190 (final reading)**

### **Open Public Hearing**

7. City Council Ordinance No. 2021-2191 (final reading) - An ordinance of the City of Lake City, Florida, amending the official zoning atlas of the City of Lake City Land Development Regulations, as amended, relating to the rezoning of less than ten contiguous acres of land, pursuant to an application, Z 21-03, by the property owners of said acreage, providing for rezoning from commercial general (CG) to residential, single family-2 (RSF-2) of certain lands within the corporate limits of the City of Lake City, Florida; providing severability; repealing all ordinances in conflict; and providing an effective date.

Passed on first reading 6/7/2021

**Close Hearing**

**Adopt City Council Ordinance No. 2021-2191 (final reading)**

**Open Public Hearing**

8. City Council Ordinance No. 2021-2192 (final reading) - An ordinance of the City of Lake City, Florida, amending the text of the City of Lake City Land Development Regulations, as amended, pursuant to an application, LDR 21-02, by the City Council, providing for amending section 4.16.9 entitled maximum lot coverage by all buildings by changing the floor area ratio from 0.75 to 1.0 within the "ILW" industrial, light and warehousing zoning district; providing for amending section 4.17.9 entitled maximum lot coverage by all buildings by changing the floor area ratio from 0.50 to 1.0 within the "I" industrial zoning district; providing severability; repealing all ordinances in conflict; and providing an effective date.

Passed on first reading 6/7/2021

**Close Hearing**

**Adopt City Council Ordinance No. 2021-2192 (final reading)**

**Open Public Hearing**

9. City Council Ordinance No. 2021-2194 - (final reading) An ordinance of the City of Lake City, Florida, amending the official zoning atlas of the City of Lake City Land Development Regulations, as amended; relating to the rezoning of less than ten contiguous acres of land, pursuant to an application, Z21-04, by the property owner of said acreage, providing for rezoning from residential single-family-3 (RSF-3) to commercial, neighborhood (CN) of certain lands within the corporate limits of the City of Lake City, Florida; providing severability; repealing all ordinances in conflict; and providing an effective date.

Passed on first reading 6/7/2021

## **Close Hearing**

### **Adopt City Council Ordinance No. 2021-2194 (final reading)**

## **New Business**

### Ordinances

- [10.](#) City Council Ordinance No. 2021-2198 - (first reading) An ordinance of the City of Lake City, Florida, providing for the permanent closing of all that portion of real property owned by the City and identified in a boundary survey and the official records of Columbia County, Florida; finding that the vacating of the real property will not adversely affect the public health, safety, or welfare; finding that the vacating of the real property is in the best interest of the City and for the general welfare of its citizens; providing for the repeal of conflicting ordinances; providing for severability; providing for inclusion into the City Code; and providing an effective date.

### **Adopt City Council Ordinance No. 2021-2198 (first reading)**

- [11.](#) City Council Ordinance No. 2021-2199 - (first reading) - An ordinance of the City of Lake City, Florida, pursuant to Petition No. ANX 20-03, relating voluntary annexation; making finding; annexing certain real property located in Columbia County, Florida, which is reasonably compact, and contiguous to the boundaries of the City of Lake City, Florida, into the boundaries of the City of Lake City, Florida; providing severability; repealing all ordinances in conflict; and providing an effective date.

### **Adopt City Council Ordinance No. 2021-2199 (first reading)**

### Resolutions

- [12.](#) City Council Resolution No. 2021-099 - A resolution of the City Council of the City of Lake City, Florida, approving a second amendment of the agreement between the Florida Department of Environmental Protection and the City related to the Interstate 75 and State Road 47 wastewater improvement project, phase one; providing for an extension of the agreement to December 31, 2022; providing for any necessary future amendments; providing for costs eligible for reimbursement or matching requirement; providing for a revised grant work plan; and providing for an effective date.
- [13.](#) City Council Resolution No. 2021-100 - A resolution of the City Council of the City of Lake City, Florida authorizing the execution of a second amendment to the contract between the City and Jones Edmunds & Associates, Inc., relating



to the professional services connected to State Road 47 and Interstate 75 wastewater improvements project; providing for modification to tasks six, seven, and eight; providing for an increase in the compensation to \$19,000.00, to be paid by the City; and providing for an effective date.

- [14.](#) City Council Resolution No. 2021-102 - A resolution of the City Council of the City of Lake City, Florida, authorizing the execution of an amendment to the Traffic Signal Maintenance and Compensation Agreement with the State of Florida, Department of Transportation, previously authorized by City Council Resolution No. 2015-030; and providing an effective date.
- [15.](#) City Council Resolution No. 2021-103 - A resolution of the City Council of the City of Lake City, Florida, authorizing Task Assignment Number Three to the continuing contract with GMUER Engineering, LLC, a Florida limited liability company, for the extension of a force main and water main to better serve the Cypress Lake Business Park; providing for a cost not-to-exceed \$15,000.00; and providing for an effective date.
- [16.](#) City Council Resolution No. 2021-104 - A resolution of the City Council of the City of Lake City, Florida, ratifying the Mayor's extension of the State of Emergency arising from the Covid-19 Public Health Emergency.
- [17.](#) City Council Resolution No. 2021-107 - A resolution of the City Council of the City of Lake City, Florida authorizing the addition of Ami Mitchell Fields, as Interim City Manager, as an authorized signor of all checks, vouchers, transfers or disbursement on all bank accounts of the City of Lake City, Florida; and providing for an effective date.
- [18.](#) City Council Resolution No. 2021-108 - A resolution of the City Council of the City of Lake City, Florida, accepting a bid from Legacy Water Group, LLC, for utility improvement near the Interstate 75 and State Road 47 interchange; providing for the execution of an agreement with Legacy Water Group, LLC, at a cost not-to-exceed \$3,269,000.00; and providing an effective date.
- [19.](#) City Council Resolution No. 2021-109 - A resolution of the City Council of the City of Lake City, Florida, authorizing the removal of the City Manager pursuant to Section 402 of the City Charter; providing for conflicts; and providing for an effective date.

#### Other Items

20. Discussion and Possible Action - Continuation of State of Emergency Covid-19 Public Health Emergency (Mayor Witt)
21. Discussion and Possible Action - RFP Process for City Manager Search (Mayor Witt)

Special Called City Council Regular Session Agenda  
July 12, 2021

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22. Florida Airport Council Conference - The regular scheduled City Council Meeting will be on Monday, July 19, 2021. Mayor Witt, Council Member Hill and Attorney Fred Koberlein, Sr. will be out of town attending the Florida Airport Conference from Sunday, July 18, 2021 through Wednesday, July 21, 2021. (Mayor Witt)

**Departmental Administration**

23. Discussion and Possible Action - Additional clarification needed for sale of properties - Affordable Housing (Dave Young)

**Comments by Council Members**

**Adjournment**

**Zoom CMT Information**

Members of the public may attend the meeting **online** at:  
**<https://us02web.zoom.us/j/85143910809>** or

**Telephonic by toll number (no cost to the city), audio only** at: 1-346-248-7799

**Meeting ID:** 851 4391 0809#

Then it will ask for Participant id, just press #.

**Telephonic by toll-free number (cost per minute, billed to the city, zero cost to the caller), audio only** at: 1-888-788-0099

**Meeting ID:** 851 4391 0809#

Then it will ask for Participant id, just press #.

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**Pursuant to 286.0105, Florida Statutes,** *the City hereby advises the public if a person decides to appeal any decision made by the City with respect to any matter considered at its meetings or hearings, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.*

**SPECIAL REQUIREMENTS:** *Pursuant to 286.26, Florida Statutes, persons needing special accommodations to participate in these meetings should contact the **City Manager's Office at (386) 719-5768.***

**File Attachments for Item:**

1. Special Called City Council Meeting June 21, 2021

The City Council in and for the citizens of the City of Lake City, Florida, met in Special Session, on June 21, 2021 beginning at 5:00 P.M., in the City Council Chambers, located at City Hall, 205 North Marion Avenue, Lake City, FL 32055. The meeting was also held via Communications Media Technology.

## PLEDGE OF ALLEGIANCE

INVOCATION – Council Member Todd Sampson

## ROLL CALL

Mayor/Council Member  
Vice Mayor/Council Member  
City Council

City Attorney  
City Manager  
Sergeant-at-Arms  
City Clerk

Stephen M. Witt  
Chris Greene - absent  
Jake Hill, Jr.  
Eugene Jefferson  
C. Todd Sampson  
Frederick Koberlein, Jr.  
Joseph Helfenberger  
Chief Argatha Gilmore  
Audrey Sikes

## APPROVAL OF AGENDA

Mayor Witt stated it was imperative for all Council members to be present to address the evaluation of City Manager Joe Helfenberger, and suggested postponement until the 6PM meeting. **Mr. Sampson made a motion to postpone the action items until the 6PM meeting, or the 7PM meeting if not handled at 6PM. Mr. Hill seconded the motion. A roll call vote was taken and the motion passed.**

<b>Mr. Sampson</b>	<b>Aye</b>
<b>Mr. Hill</b>	<b>Aye</b>
<b>Mr. Jefferson</b>	<b>Aye</b>
<b>Chairman Witt</b>	<b>Aye</b>

## PERSONS WISHING TO ADDRESS COUNCIL

## NEW BUSINESS

1. Discussion and Possible Action – Evaluation of City Manager Performance (Council Member Todd Sampson and Council Member Jake Hill, Jr.)

## COMMENTS BY COUNCIL MEMBERS

## ADJOURNMENT

**All matters having been handled, the meeting adjourned at 5:03 P.M. on a motion made and duly seconded.**

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Stephen M. Witt, Mayor/Chairman

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Audrey Sikes, MMC City Clerk

**File Attachments for Item:**

2. Regular Session June 21, 2021

The City Council in and for the citizens of the City of Lake City, Florida, met in Regular Session, on June 21, 2021 beginning at 6:00 P.M., in the City Council Chambers, located at City Hall 205 North Marion Avenue, Lake City, Florida. The meeting was also held via Communications Media Technology.

#### PLEDGE OF ALLEGIANCE

INVOCATION – Council Member Jake Hill, Jr.

#### ROLL CALL

Mayor/Council Member	Stephen M. Witt
Vice Mayor/Council Member	Chris Greene
City Council	Jake Hill, Jr.
	Eugene Jefferson
	C. Todd Sampson
City Attorney	Frederick Koberlein, Jr.
City Manager	Joseph Helfenberger
Sergeant-at-Arms	Chief Argatha Gilmore
City Clerk	Audrey Sikes

PROCLAMATIONS – None

#### MINUTES

1. Regular Session June 7, 2021

**Mr. Sampson made a motion to approve the June 7, 2021 Regular Session minutes as presented. Mr. Jefferson seconded the motion and the motion carried unanimously on a voice vote.**

#### APPROVAL OF AGENDA

**Mr. Sampson made a motion to approve the agenda as amended to include the emergency item of discussion and possible action, evaluation of City Manager performance. Mr. Hill seconded the motion. A roll call vote was taken and the motion passed.**

<b>Mr. Sampson</b>	<b>Aye</b>
<b>Mr. Hill</b>	<b>Aye</b>
<b>Mr. Jefferson</b>	<b>Aye</b>
<b>Mr. Greene</b>	<b>Nay</b>
<b>Mayor Witt</b>	<b>Aye</b>

#### APPROVAL OF CONSENT AGENDA

2. Permit application from the Lake City-Columbia County Chamber of Commerce to hold the 4th of July Fireworks Celebration on Saturday, July 3, 2021, from 4:00 p.m. until 10:00 p.m. All supporting documents including certificate of insurance have been provided.

**Mr. Jefferson made a motion to approve the consent agenda consisting of item #2 identified above. Mr. Hill seconded the motion and the motion carried unanimously on a voice vote.**

#### PERSONS WISHING TO ADDRESS COUNCIL

Sylvester Warren addressed Council and spoke in support of Ami Fields. Spoke in support of a new City Manager.

Beafaitful Coker addressed Council on Section 303 of the Charter which speaks on the Interference of Administration by Council.

Glennel Bowden addressed Council and spoke in support of a new City Manager.

Julia Mae Page addressed Council and spoke in support of the City Manager.

Vanessa George addressed Council and expressed concern with the City Manager blocking calls.

Shawn Holgram addressed Council and spoke in support of City Manager Joe Helfenberger.

Ami Fields addressed Council and requested for them to encourage City Manager Helfenberger to reinstate her employment. She also asked for a copy of her statement to be in placed in her HR file.

#### EMERGENCY ITEM: Evaluation of the City Manager

Mr. Sampson read from prepared comments and spoke on what he felt was ineffective management provided by Mr. Helfenberger during his tenure at the City.

Mr. Helfenberger provided rebuttal comments on topics Mr. Sampson covered.

Mr. Jefferson stated he looks to the City Manager for leadership and managing internal controls for the City and this has not been accomplished to his satisfaction.

Mayor Witt stated he preferred to have assurances from Mr. Helfenberger that he will move forward, perform evaluations, have a plan and proceed the right way.

**Mr. Sampson made a motion to remove Mr. Helfenberger immediately and place him on a 45 (forty-five) day suspension as called for in the City Charter. Mr. Hill seconded the motion. A roll call vote was taken and the motion passed.**

<b>Mr. Sampson</b>	<b>Aye</b>
<b>Mr. Hill</b>	<b>Aye</b>
<b>Mr. Jefferson</b>	<b>Aye</b>
<b>Mr. Greene</b>	<b>Nay</b>
<b>Mayor Witt</b>	<b>Nay</b>

Mr. Sampson made a motion to install Ami Fields as Interim City Manager with the Range Riders as backup, and to immediately open up a full search for a future City Manager. Mr. Hill seconded the motion. A roll call vote was taken and the motion passed.

Mr. Sampson	Aye
Mr. Hill	Aye
Mr. Jefferson	Aye
Mr. Greene	Nay
Mayor Witt	Nay

Mr. Sampson suggested an expanded meeting schedule in August meeting weekly.

#### OLD BUSINESS

Ordinances – None

Resolutions

3. City Council Resolution No. 2021-079 - A resolution of the City Council of the City of Lake City, Florida, accepting a bid from Slack Construction, Inc., related to the purchase and installation of a prefabricated metal building on an existing concrete foundation; providing for a contract price not to exceed \$84,173.00; providing for the execution of the contract; and providing an effective date. **Mr. Jefferson made a motion to adopt City Council Resolution No. 2021-079, accepting a bid from Slack Construction, Inc., related to the purchase and installation of a prefabricated metal building on an existing concrete foundation; providing for a contract price not to exceed \$84,173.00, and providing for the execution of the contract. Mr. Hill seconded the motion. A roll call vote was taken and the motion carried.**

Mr. Jefferson	Aye
Mr. Hill	Aye
Mr. Greene	Aye
Mr. Sampson	Aye
Mayor Witt	Aye

#### NEW BUSINESS

Ordinances – None

Resolutions

4. City Council Resolution No. 2021-089 - A resolution of the City Council of the City of Lake City, Florida, authorizing the execution of Task Assignment Number Seven to the Continuing Contract with Jones Edmunds & Associates, Inc., for professional consulting services that amends the scope of work related to the construction of modifications to the reclaimed water production facilities at the Sister's Welcome Road Wastewater Facility; providing for a not-to-exceed contract price of \$59,878.00; and providing for an effective date. **Mr. Sampson made a motion to adopt City Council Resolution No. 2021-089, authorizing the execution of Task Assignment Number Seven to the Continuing Contract with Jones Edmunds & Associates, Inc., for professional consulting services that amends the**



scope of work related to the construction of modifications to the reclaimed water production facilities at the Sister's Welcome Road Wastewater Facility, and providing for a not-to-exceed contract price of \$59,878.00. Mr. Jefferson seconded the motion. A roll call vote was taken and the motion carried.

Mr. Sampson	Aye
Mr. Jefferson	Aye
Mr. Hill	Aye
Mr. Greene	Aye
Mayor Witt	Aye

5. City Council Resolution No. 2021-091 - A resolution of the City Council of the City of Lake City, Florida, ratifying the Mayor's extension of the State of Emergency arising from the COVID-10 Public Health Emergency. **Mr. Jefferson made a motion to adopt City Council Resolution No. 2021-091, ratifying the Mayor's extension of the State of Emergency arising from the COVID-10 Public Health Emergency. Mr. Hill seconded the motion. A roll call vote was taken and the motion carried.**

Mr. Jefferson	Aye
Mr. Hill	Aye
Mr. Sampson	Aye
Mr. Greene	Aye
Mayor Witt	Aye

6. City Council Resolution No. 2021-095 - A resolution of the City Council of the City of Lake City, Florida, authorizing the execution of a Memorandum of Understanding with the Institute for Justice Research and Development at Florida State University and Meridian Behavioral Health to research methods to reduce repeated interaction between law enforcement and individuals who have severe mental health and substance abuse disorders, and to identify ways to optimize the use of crisis stabilization units and post-discharge supports. **Mr. Sampson made a motion to adopt City Council Resolution No. 2021-095, authorizing the execution of a Memorandum of Understanding with the Institute for Justice Research and Development at Florida State University and Meridian Behavioral Health to research methods to reduce repeated interaction between law enforcement and individuals who have severe mental health and substance abuse disorders, and to identify ways to optimize the use of crisis stabilization units and post-discharge supports. Mr. Jefferson seconded the motion. A roll call vote was taken and the motion carried.**

Mr. Sampson	Aye
Mr. Jefferson	Aye
Mr. Hill	Aye
Mr. Greene	Aye
Mayor Witt	Aye

## DEPARTMENTAL ADMINISTRATION

7. Discussion and Possible Action - Amending the Code of Ordinances and the Land Development Regulations for the allowance of chickens within the City limits. (Dave Young, Growth Management Director)

Mr. Young discussed the draft he prepared concerning the amendment of Code Ordinances.

Public Comment: Bettye Jefferson spoke in opposition of amending the Code.

Public Comment: Glennel Bowden expressed concerns with the fencing that would be required and the lack of support from residents wanting chickens in the City limits.

At this time no motions were made to move forward with amending the code to allow for chickens in the City limits.

8. Discussion and Possible Action - Vending Machines and Automated Teller Machines on City owned properties (Dave Young, Growth Management Director)

Mr. Young suggested to put out for bid through the Procurement Process.

Mr. Hill expressed liability concerns.

Mr. Sampson suggested taking bids from private individuals and banks on possibly leasing space for atm machines downtown and the airport.

Mr. Jefferson expressed concern with placement and does not want vending machines or ATM's placed on the streets. He also shared ADA compliance concerns.

Members concurred to place this out to bid if properties are identified that need it.

9. Discussion and Possible Action - Volunteers of America request for the City to donate property for the construction of affordable housing project. (Dave Young, Growth Management Director)

Mr. Young discussed project and the property with Council. Members did not feel this was an appropriate use for this property.

Public Comment: Crystal Constance addressed Council on upcoming jobs that will be available for the low to moderate income residents. She would like to coordinate training opportunities to get persons prepared for these positions.

## PRESENTATIONS

Mr. Zach Chalifour, CPA, James Moore & Company, Annual Audit for the Year Ended September 30, 2020

10. PowerPoint Presentation

11. Financial Statements

Mr. Chalifour reviewed the annual audit with the members. Mr. Chalifour reported the city received an unmodified opinion, the best opinion that can be issued.

**Mr. Hill made a motion to approve the audit for Year Ended September 30, 2020 as published. Mr. Jefferson seconded the motion. A roll call vote was taken and the motion carried.**

Mr. Hill	Aye
Mr. Jefferson	Aye
Mr. Greene	Aye
Mr. Sampson	Aye
Mayor Witt	Aye

#### COMMENTS BY COUNCIL MEMBERS

Mr. Koberlein provided an overview of the procedural timeline and asked Council to decide on the effective start date for Amy Fields as interim City Manager, the starting salary, and limitations on expenditures. He advised to enter into an interim agreement.

Council deliberated on a starting salary, start date, and meeting more often to offer guidance to Mrs. Fields. Members concurred for procurement to remain status quo with no limitations.

**Mr. Sampson made a motion for Amy Fields to start as Interim City Manager, Tuesday, June 22, 2021, at 7:30 AM at a starting salary of \$120,000.00 with status quo procurement limitations. Mr. Hill seconded the motion. A roll call vote was taken and the motion carried.**

Mr. Sampson	Aye
Mr. Hill	Aye
Mr. Jefferson	Aye
Mr. Greene	Nay
Mayor Witt	Nay

Public Comment: Glennel Bowden suggested for Directors to attend Council meetings.

Finance Director Donna Duncan addressed Council and asked if Mrs. Fields would be able to sign checks as Interim Director. Mr. Koberlein stated a resolution is needed to give permission.

**Mr. Hill made a motion to allow Mayor Witt to execute a resolution authorizing Mrs. Fields to sign checks as Interim City Manager. Mr. Sampson seconded the motion. A roll call vote was taken and the motion carried.**

Mr. Hill	Aye
Mr. Sampson	Aye
Mr. Jefferson	Aye
Mr. Greene	Nay
Mayor Witt	Aye

Mr. Hill thanked everyone for their calls and messages regarding his son.

ADJOURNMENT

**All matters having been handled, the meeting adjourned at 7:52 p.m. on a motion made and duly seconded.**

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Stephen M. Witt, Mayor/Council Member

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Audrey Sikes, MMC City Clerk

**File Attachments for Item:**

4. Curtis Burgess - Columbia Youth Football Association - 1st Annual Vince Timmons Youth Football Tournament.

CURTIS BURGESS  
COLUMBIA YOUTH FOOTBALL ASSOCIATION  
PO BOX 3161 - LAKE CITY, FL 32056

May 1, 2021

Name  
Company  
Address  
City, State, Zip Code

Re: Donation

Dear Sir or Madam:

Please send All Donations  
to:  
Columbia Youth Football  
Association,  
PO Box 3161, Lake City  
FL, 32056

Greetings! We are excited to announce the 1st Annual Vince Timmons Youth Football Tournament of the Columbia Youth Football Association in honor of our dear friend, youth mentor, and volunteer, Vince Timmons. Vince was committed to young people in our community and committed to creating opportunities that could change the course of their lives.

In his absence, I am asking you to join us and continue his commitment to the future of our community and help us keep providing choices to the youth. We are asking for your financial support to help us cover \$8,795 in expenses as broken down below. Any and all assistance provided will help us reach the goal. Your donation is 100% tax deductible to Columbia Youth Football Association EIN 56-2368656.

Ref. Fees:	\$40. Per game x4 = \$160 per game (21 games) (\$160 x 21 = \$3,360)
Chain Crew:	\$20. Per game x 3 = \$60 per game (21 games) (\$60 x 21 = \$1,260)
Ticket Takers:	\$25. Per game (21 games) (\$25 x 21 = \$525)
Scorekeepers:	\$25. Per game (21 games) (\$25 x 21 = \$525)
Clock Operators:	\$25. Per game (21 games) (\$25 x 21 = \$525)
Security:	\$35. Per hour (40 hours) (\$35. X 40 = \$1,400)
Trophies:	\$400 per age group (\$400 x 3 = \$1,200)

Please join us and make a difference with your donation. I am happy to answer any questions you may have so feel free to reach me at 386.292.2540.

Make All Checks  
payable to Columbia  
Youth Football Association

Sincerely,

Curtis Burgess

# 1<sup>ST</sup> ANNUAL VINCE TIMMONS

## YOUTH FOOTBALL TOURNAMENT SINGLE ELIMINATION

### PLACE:

Lake City, FL

### PLAYING DATES:

Nov. 13th - First Round

Nov. 20th - Semi Final

Nov. 23rd - Championship Night

### ENTRY FEE:

\$200. Per team

### FEE DEADLINE:

Oct. 15 - Schedules released Nov. 1st

Columbia Youth Football Association

PO Box 3161, Lake City, FL 32056

### AGE GROUPS:

(5 - 7) (8 - 10) (11-13) Top 8 teams in each age group

**RULES:** League playing age determined by age of player as of Sep. 1st of current playing season.

### WEIGHT:

\* See attached Rules

### BANTAM MIDGET:

(5-7) Player has to be 5 yrs. of age by and cannot turn 8 yrs. before Sep. 1st.

### JUNIOR MIDGET:

(8 - 10) Player has to be 8 yrs. of age by and cannot turn 11 yrs. before Sep. 1st (11 year olds see exceptions)

### MIDGET:

(11 - 13) Player has to be 11 yrs. Of age by and cannot turn 14 yrs. before Sep. 1st.

**MORE INFO**  
**386.292.2540**

**File Attachments for Item:**

5. Dr. Christopher Esing - Bicentennial Founders Day event for Saturday, November 20, 2021.



*Intent to seek City Sponsorship  
on July 6th, 2021*

Greetings,

To the City Council and City of Lake City:

I am Dr. Christopher Esing, and I am organizing a Bicentennial Founders Day event for Saturday, November 20, 2021 to mark the 200<sup>th</sup> Anniversary of the settlement of Lake City and Columbia County. In the late fall of 1821, Noel Raulerson first arrived and built his cabin on the site of what would be Olustee Park near the entrance to the Columbia County Court House. To mark the occasions of the anniversary, I am working with civic organizations to commemorate the event by honoring the varied history of the area while also creating a festival for the community that all the citizens can enjoy. I have asked multiple civic organizations to participate with the goal that each civic group would create one booth to represent a decade of history for the area with 20 organizations then hosting 20 booths representing every decade from 1820 to 2020. Many have already pledged their support including the Elks, United Way, Lions, Women's Club, Altrusa, Rotary, etc... These booths will be located in Wilson Park, and I have asked each group to include several things in their display. The organization would craft the booth in the style of the decade, and the members would dress up in costumes that reflected that period. At the booth, the organization would do several things 1. Offer a Carnival Style Game that would mimic that period that kids could play. For the fifties as an example, they have discussed Hula-hoop Contests and Yard Yahtzee since both were invented in the era. I have also asked that they have an appropriate prize that you can give to the kids. We are also asking that a small food or treat for the adults be given that would be reflective of the period but also local culture. A good example was that someone could offer kettle corn, another decade could offer peanuts, one decade could do chicken pilau. If it was the 1840s, someone would make cornbread which they offered with butter, later dates offer cotton candy, popcorn, corn on the cob and butter, etc. I have also asked them to offer some type of photo op at each of the booths- one of the hole cut out and insert fact reflective the dress or style. These booths would be set up in Wilson Park on the morning of November 20<sup>th</sup> and ready to go for the crowds to start arriving around 9:30/ 10:00. In addition to these booth, other events would be happening at the same time, with music in the Darby Pavilion that would be hosted by Skip and Matt Johns. Skip has agreed to assist in developing the lineup and keeping the music flowing. There would also be crafts and food vendors in Olustee Park which Mrs. Terri Phillips has agreed to assist in the developing. In addition, there would be a Car Show around Lake Desoto as well as a Pioneer Competition. I am also working on the logistics of having the schools perform at the pavilion in Olustee Park. I am also asking the churches to assist in what would be a giant cake walk that would run down Hernando to connect the two big venues of Olustee and Wilson Parks. I am asking several of the churches to run but that many churches would be involved in baking treats for children. There is also a goal is to have a fireworks display over Lake Desoto to cap it all off followed by a Founders Day Frolic Dance at Wilson Park from 7:00 to 9:30. All the events would occur on Saturday November 20<sup>th</sup>, though we are also discussing having a dance on Friday night November 19<sup>th</sup>. I may also seek the use of the Wilson Pavilion for a Raulerson Reunion Potluck to honor the Raulerson descendants on Sunday though we are also discussing Corinth Church for the event. So outside of the multiple venues on Saturday, I am also requesting Wilson Park

for Friday evening and Wilson Park Sunday Morning. I am asking the city to sponsor this event in order to be covered under your insurance and to cover the costs of the park rentals. I am a single person, who works a full time job, and most of my fundraising activities would have to be focused upon a fireworks display if we can afford it. Most of the event costs are being volunteered or covered by the various civic groups, and since the event is to celebrate the founding of the city and county, I am asking that you please offer your sponsorship for the event. I am also requesting that you be willing to close down Hernando St. for the day in order to allow for the Cake Walk, and I am also asking the same of Lake Desoto in order to make way for the carshow and fireworks display. I think that it is important to commemorate these activities and moments to bring people together. The Council has sponsored several of my events before including the 100<sup>th</sup> Anniversary of Women's Suffrage last fall as well as the Youth Leadership Week which was sponsored by the Coalition which I chair. I believe that both events turned out wonder. I would also ask that some of the councilmen participate in a noon time event in which they read a proclamation honoring the 200<sup>th</sup> anniversary as well as a moment of silence for all those lost in the last year due to Covid as a way to give remembrance of the costs of the last year and the lives lost and the sacrifices made. I have designed this to really be a celebration to mark a return to normalcy following the struggles, sorrows, and strife of the last year. Having lost five people in the last year due to Covid, I think that this is important to everyone. Because of the costs of insurance and rental, I do not think that I could afford this without city support, so I am asking that you please sponsor the event, so that as in the previous events, we can be covered under insurance and the rental for the spaces would be waved. I do believe that this is going to be a good time. I also hope that you all come and bring your families and participate in the celebration. Everything is free and I want everyone to come and just enjoy themselves. The entertainments are simple, but my idea from the beginning was of an old fashioned community carnival with fun activities aimed at kids and adults alike. I look forward to discussing this with you in your next Council Meeting on July 6<sup>th</sup>.

Thank You for your time,

Dr. Christopher M. Esing

**File Attachments for Item:**

6. City Council Ordinance No. 2021-2190 (final reading) - An ordinance of the City of Lake City, Florida, amending the future land use plan map of the City of Lake City Comprehensive Plan, as amended; relating to an amendment of ten or less acres of land, pursuant to an application, CPA 21-01, by the property owners of said acreage, under the amendment procedures established in sections 163.3161 through 163.3248, Florida Statutes, as amended; providing for changing the future land use classification from commercial to residential moderate density (less than or equal to 4 dwelling units per acre) of certain lands within the corporate limits of the City of Lake City, Florida; providing severability; repealing all ordinances in conflict; and providing an effective date.

Passed on first reading 6/7/2021

ORDINANCE NO. 2021-2190

AN ORDINANCE OF THE CITY OF LAKE CITY, FLORIDA, AMENDING THE FUTURE LAND USE PLAN MAP OF THE CITY OF LAKE CITY COMPREHENSIVE PLAN, AS AMENDED; RELATING TO AN AMENDMENT OF TEN OR LESS ACRES OF LAND, PURSUANT TO AN APPLICATION, CPA 21-01, BY THE PROPERTY OWNERS OF SAID ACREAGE, UNDER THE AMENDMENT PROCEDURES ESTABLISHED IN SECTIONS 163.3161 THROUGH 163.3248, FLORIDA STATUTES, AS AMENDED; PROVIDING FOR CHANGING THE FUTURE LAND USE CLASSIFICATION FROM COMMERCIAL TO RESIDENTIAL MODERATE DENSITY (LESS THAN OR EQUAL TO 4 DWELLING UNITS PER ACRE) OF CERTAIN LANDS WITHIN THE CORPORATE LIMITS OF THE CITY OF LAKE CITY, FLORIDA; PROVIDING SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, Section 166.021, Florida Statutes, as amended, empowers the City Council of the City of Lake City, Florida, hereinafter referred to as the City Council, to prepare, adopt and implement a comprehensive plan;

WHEREAS, Sections 163.3161 through 163.3248, Florida Statutes, as amended, the Community Planning Act, empowers and requires the City Council to prepare, adopt and implement a comprehensive plan;

WHEREAS, an application for an amendment, as described below, has been filed with the City;

WHEREAS, the Planning and Zoning Board of the City of Lake City, Florida, hereinafter referred to as the Planning and Zoning Board has been designated as the Local Planning Agency of the City of Lake City, Florida, hereinafter referred to as the Local Planning Agency;

WHEREAS, pursuant to Section 163.3174, Florida Statutes, as amended, and the Land Development Regulations, the Planning and Zoning Board, serving also as the Local Planning Agency, held the required public hearing, with public notice having been provided, on said application for an amendment, as described below, and at said public hearing, the Planning and Zoning Board, serving also as the Local Planning Agency, reviewed and considered all comments received during said public hearing and the Concurrency Management Assessment concerning said application for an amendment, as described below, and recommended to the City Council approval of said application for an amendment, as described below;

WHEREAS, the City Council held the required public hearings, with public notice having been provided, under the procedures established in Sections 163.3161 through 163.3248, Florida Statutes, as amended, on said application for an amendment, as described below, and at said public hearings, the City Council reviewed and considered all comments received during said public hearings, including the recommendation of the Planning and Zoning Board, serving also as the Local Planning Agency, and the Concurrency Management Assessment concerning said application for an amendment, as described below;

WHEREAS, the City Council has determined and found said application for an amendment, as described below, to be compatible with the Land Use Element objectives and policies, and those of other affected elements of the Comprehensive Plan; and

WHEREAS, the City Council has determined and found that approval of said application for an amendment, as described below, would promote the public health, safety, morals, order, comfort, convenience, appearance, prosperity or general welfare.

NOW, THEREFORE, BE IT ENACTED BY THE PEOPLE OF THE CITY OF LAKE CITY, FLORIDA, AS FOLLOWS:

Section 1. Pursuant to an application, CPA 21-01, by Gregory Cooper and Shawna L. Cooper, to amend the Future Land Use Plan Map of the Comprehensive Plan by changing the land use classification of certain lands, the land use classification is hereby changed from COMMERCIAL to RESIDENTIAL MODERATE DENSITY (less than or equal to 4 dwelling units per acre) on property described, as follows:

Parcel No. 05-4S-17-07647-001

A parcel of land lying in Section 5, Township 4 South, Range 17 East, Columbia County, Florida. Being more particularly described, as follows: Commence at the intersection of the South right-of-way line of Southwest Happiness Lane with the East line of the Southwest 1/4 of the Northwest 1/4 of said Section 5, also being the Northwest corner of Lot 2 of the Castle Hill Subdivision, as recorded in the Public Records of Columbia County, Florida; thence South 00°29'30" East, along the East line of the Southwest 1/4 of the Northwest 1/4 of said Section 5, a distance of 139.42 feet; thence South 89°30'30" West 133.40 feet to the East right-of-way line of U.S. Highway 41 (State Road 25/47); thence North 09°53'30" East 140.82 feet, along the East right-of-way line of said U.S. Highway 41 (State Road 25/47); thence North 89°02'00" East 108.12 feet to the Point of Beginning.

AND

A parcel of land lying in Section 5, Township 4 South, Range 17 East, Columbia County, Florida. Being more particularly described, as follows: Commence at the intersection of the Southerly right-of-way line of Southwest Happiness Lane with the Easterly right-of-way line of U.S. Highway 41 (State Road 25/47); thence South 09°53'30" West, along the Easterly right-of-way line of said U.S. Highway 41 (State Road 25/47), a distance of 140.82 feet; thence South 89°18'30" West 40.69 feet; thence North 09°53'30" East 140.82 feet to the South right-of-way line of Southwest Happiness Lane; thence North 89°18'30" East, along the South right-of-way line of said Southwest Happiness Lane, 40.69 feet to the Point of Beginning.

Containing 0.52 acre, more or less.

Section 2. Severability. If any provision or portion of this ordinance is declared by any court of competent jurisdiction to be void, unconstitutional or unenforceable, then all remaining provisions and portions of this ordinance shall remain in full force and effect.

Section 3. Conflict. All ordinances or portions of ordinances in conflict with this ordinance are hereby repealed to the extent of such conflict.

Section 4. Effective Date. This ordinance shall be effective upon adoption.

The effective date of this plan amendment shall be thirty-one (31) days following the date of adoption of this plan amendment. However, if any affected person files a petition with the Florida Division of Administrative Hearings pursuant to Section 120.57, Florida Statutes, as amended, to request a hearing to challenge the compliance of this plan amendment with Sections 163.3161 through 163.3248, Florida Statutes, as amended, within thirty (30) days following the date of adoption of this plan amendment, this plan amendment shall not become effective until the Florida Department of Economic Opportunity or the Florida Administration Commission, respectively, issues a final order determining this plan amendment is in compliance. No development orders, development permits or land uses dependent on this plan amendment may be issued or commence before it has become effective. If a final order of noncompliance is issued, this plan amendment may nevertheless be made effective by adoption of a resolution affirming its effective status, a copy of which resolution shall be sent to the Florida Department of Economic Opportunity, Division of Community Development, 107 East Madison Street, Caldwell Building, First Floor, Tallahassee, Florida 32399-4120.

Section 5. Authority. This ordinance is adopted pursuant to the authority granted by Section 166.021, Florida Statutes, as amended, and Sections 163.3161 through 163.3248, Florida Statutes, as amended.

PASSED upon first reading this 7th day of June 2021.

PASSED AND DULY ADOPTED, upon second and final reading, in regular session with a quorum present and voting, by the City Council this 6th day of July 2021.

Attest:

CITY COUNCIL  
CITY OF LAKE CITY, FLORIDA

---

Audrey Sikes, City Clerk

---

Stephen M. Witt, Mayor

APPROVED AS TO FORM AND LEGALITY:

---

Frederick L. Koberlein Jr., City Attorney

**Record of Vote on First Reading**

	For	Against	Absent	Abstain
Stephen Witt, Mayor/Council Member	<u>✓</u>	_____	_____	_____
Chris Greene, Council Member	<u>✓</u>	_____	_____	_____
Jake Hill, Jr., Council Member	<u>✓</u>	_____	_____	_____
Eugene Jefferson, Council Member	<u>✓</u>	_____	_____	_____
Todd Sampson, Council Member	<u>✓</u>	_____	_____	_____

**Certification**

I, Audrey Sikes, City Clerk for the City of Lake City, Florida, hereby certify that the above record vote is an accurate and correct record of the votes taken on the Ordinance by the City Council of the City of Lake City.

  
\_\_\_\_\_  
AUDREY E. SIKES, MMC  
City Clerk

**File Attachments for Item:**

7. City Council Ordinance No. 2021-2191 (final reading) - An ordinance of the City of Lake City, Florida, amending the official zoning atlas of the City of Lake City Land Development Regulations, as amended, relating to the rezoning of less than ten contiguous acres of land, pursuant to an application, Z 21-03, by the property owners of said acreage, providing for rezoning from commercial general (CG) to residential, single family-2 (RSF-2) of certain lands within the corporate limits of the City of Lake City, Florida; providing severability; repealing all ordinances in conflict; and providing an effective date.

Passed on first reading 6/7/2021



ORDINANCE NO. 2021-2191

AN ORDINANCE OF THE CITY OF LAKE CITY, FLORIDA, AMENDING THE OFFICIAL ZONING ATLAS OF THE CITY OF LAKE CITY LAND DEVELOPMENT REGULATIONS, AS AMENDED; RELATING TO THE REZONING OF LESS THAN TEN CONTIGUOUS ACRES OF LAND, PURSUANT TO AN APPLICATION, Z 21-03, BY THE PROPERTY OWNERS OF SAID ACREAGE; PROVIDING FOR REZONING FROM COMMERCIAL, GENERAL (CG) TO RESIDENTIAL, SINGLE FAMILY-2 (RSF-2) OF CERTAIN LANDS WITHIN THE CORPORATE LIMITS OF THE CITY OF LAKE CITY, FLORIDA; PROVIDING SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, Section 166.021, Florida Statutes, as amended, empowers the City Council of the City of Lake City, Florida, hereinafter referred to as the City Council, to prepare, adopt and enforce land development regulations;

WHEREAS, Sections 163.3161 through 163.3248, Florida Statutes, as amended, the Community Planning Act, requires the City Council to prepare and adopt regulations concerning the use of land and water to implement the comprehensive plan;

WHEREAS, an application for an amendment, as described below, has been filed with the City;

WHEREAS, the Planning and Zoning Board of City of Lake City, Florida, hereinafter referred to as the Planning and Zoning Board, has been designated as the Local Planning Agency of the City of Lake City, Florida, hereinafter referred to as the Local Planning Agency;

WHEREAS, pursuant to Section 163.3174, Florida Statutes, as amended, and the Land Development Regulations, the Planning and Zoning Board, serving also as the Local Planning Agency, held the required public hearing, with public notice having been provided, on said application for an amendment, as described below, and at said public hearing, the Planning and Zoning Board, serving also as the Local Planning Agency, reviewed and considered all comments received during said public hearing and the Concurrency Management Assessment concerning said application for an amendment, as described below, and recommended to the City Council approval of said application for an amendment, as described below;

WHEREAS, pursuant to Section 166.041, Florida Statutes, as amended, the City Council held the required public hearing, with public notice having been provided, on said application for an amendment, as described below, and at said public hearing, the City Council reviewed and considered all comments received during said public hearing, including the recommendation of the Planning and Zoning Board, serving also as the Local Planning Agency, and the Concurrency Management Assessment concerning said application for an amendment, as described below; and

WHEREAS, the City Council has determined and found that approval of said application for an amendment, as described below, would promote the public health, safety, morals, order, comfort, convenience, appearance, prosperity or general welfare.

NOW, THEREFORE, BE IT ENACTED BY THE PEOPLE OF THE CITY OF LAKE CITY, FLORIDA, AS FOLLOWS:

Section 1. Pursuant to an application, Z 21-03, by Gregory Cooper and Shawna L. Cooper, to amend the Official Zoning Atlas of the Land Development Regulations by changing the zoning district of certain lands, the zoning district is hereby changed from COMMERCIAL, GENERAL (CG) to RESIDENTIAL, SINGLE FAMILY-2 (RSF-2) on property described, as follows:

Parcel No. 05-4S-17-07647-001

A parcel of land lying in Section 5, Township 4 South, Range 17 East, Columbia County, Florida. Being more particularly described, as follows: Commence at the intersection of the South right-of-way line of Southwest Happiness Lane with the East line of the Southwest 1/4 of the Northwest 1/4 of said Section 5, also being the Northwest corner of Lot 2 of the Castle Hill Subdivision, as recorded in the Public Records of Columbia County, Florida; thence South 00°29'30" East, along the East line of the Southwest 1/4 of the Northwest 1/4 of said Section 5, a distance of 139.42 feet; thence South 89°30'30" West 133.40 feet to the East right-of-way line of U.S. Highway 41 (State Road 25/47); thence North 09°53'30" East 140.82 feet, along the East right-of-way line of said U.S. Highway 41 (State Road 25/47); thence North 89°02'00" East 108.12 feet to the Point of Beginning.

AND

A parcel of land lying in Section 5, Township 4 South, Range 17 East, Columbia County, Florida. Being more particularly described, as follows: Commence at the intersection of the Southerly right-of-way line of Southwest Happiness Lane with the Easterly right-of-way line of U.S. Highway 41 (State Road 25/47); thence South 09°53'30" West, along the Easterly right-of-way line of said U.S. Highway 41 (State Road 25/47), a distance of 140.82 feet; thence South 89°18'30" West 40.69 feet; thence North 09°53'30" East 140.82 feet to the South right-of-way line of Southwest Happiness Lane; thence North 89°18'30" East, along the South right-of-way line of said Southwest Happiness Lane, 40.69 feet to the Point of Beginning.

Containing 0.52 acre, more or less.

Section 2. Severability. If any provision or portion of this ordinance is declared by any court of competent jurisdiction to be void, unconstitutional or unenforceable, then all remaining provisions and portions of this ordinance shall remain in full force and effect.

Section 3. Conflict. All ordinances or portions of ordinances in conflict with this ordinance are hereby repealed to the extent of such conflict.

Section 4. Effective Date. This ordinance shall become effective upon adoption.

Section 5. Authority. This ordinance is adopted pursuant to the authority granted by Section 166.021, Florida Statutes, as amended, and Sections 163.3161 through 163.3248, Florida Statutes, as amended.

PASSED upon first reading this 7th day of June 2021.

PASSED AND DULY ADOPTED, upon second and final reading, in regular session with a quorum present and voting, by the City Council this 6th day of July 2021.

Attest:

CITY COUNCIL  
CITY OF LAKE CITY, FLORIDA

\_\_\_\_\_  
Audrey Sikes, City Clerk

\_\_\_\_\_  
Stephen M. Witt, Mayor

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
Frederick L. Koberlein Jr., City Attorney

**Record of Vote on First Reading**

	For	Against	Absent	Abstain
Stephen Witt, Mayor/Council Member	<u>✓</u>	<u>      </u>	<u>      </u>	<u>      </u>
Chris Greene, Council Member	<u>✓</u>	<u>      </u>	<u>      </u>	<u>      </u>
Jake Hill, Jr., Council Member	<u>✓</u>	<u>      </u>	<u>      </u>	<u>      </u>
Eugene Jefferson, Council Member	<u>✓</u>	<u>      </u>	<u>      </u>	<u>      </u>
Todd Sampson, Council Member	<u>✓</u>	<u>      </u>	<u>      </u>	<u>      </u>

**Certification**

I, Audrey Sikes, City Clerk for the City of Lake City, Florida, hereby certify that the above record vote is an accurate and correct record of the votes taken on the Ordinance by the City Council of the City of Lake City.

  
\_\_\_\_\_  
AUDREY E. SIKES, MMC  
City Clerk

**File Attachments for Item:**

8. City Council Ordinance No. 2021-2192 (final reading) - An ordinance of the City of Lake City, Florida, amending the text of the City of Lake City Land Development Regulations, as amended, pursuant to an application, LDR 21-02, by the City Council, providing for amending section 4.16.9 entitled maximum lot coverage by all buildings by changing the floor area ratio from 0.75 to 1.0 within the "ILW" industrial, light and warehousing zoning district; providing for amending section 4.17.9 entitled maximum lot coverage by all buildings by changing the floor area ratio from 0.50 to 1.0 within the "I" industrial zoning district; providing severability; repealing all ordinances in conflict; and providing an effective date.

Passed on first reading 6/7/2021

ORDINANCE NO. 2021-2192

AN ORDINANCE OF THE CITY OF LAKE CITY, FLORIDA, AMENDING THE TEXT OF THE CITY OF LAKE CITY LAND DEVELOPMENT REGULATIONS, AS AMENDED, PURSUANT TO AN APPLICATION, LDR 21-02, BY THE CITY COUNCIL, PROVIDING FOR AMENDING SECTION 4.16.9 ENTITLED MAXIMUM LOT COVERAGE BY ALL BUILDINGS BY CHANGING THE FLOOR AREA RATIO FROM 0.75 TO 1.0 WITHIN THE "ILW" INDUSTRIAL, LIGHT AND WAREHOUSING ZONING DISTRICT; PROVIDING FOR AMENDING SECTION 4.17.9 ENTITLED MAXIMUM LOT COVERAGE BY ALL BUILDINGS BY CHANGING THE FLOOR AREA RATIO FROM 0.50 TO 1.0 WITHIN THE "I" INDUSTRIAL ZONING DISTRICT; PROVIDING SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, Section 166.021, Florida Statutes, as amended, empowers the City Council of the City of Lake City, Florida, hereinafter referred to as the City Council, to prepare, adopt and enforce land development regulations;

WHEREAS, Sections 163.3161 through 163.3248, Florida Statutes, as amended, the Community Planning Act, requires the City Council to prepare and adopt regulations concerning the use of land and water to implement the comprehensive plan;

WHEREAS, an application for an amendment, as described below, has been filed with the City;

WHEREAS, the Planning and Zoning Board of City of Lake City, Florida, hereinafter referred to as the Planning and Zoning Board, has been designated as the Local Planning Agency of the City of Lake City, Florida, hereinafter referred to as the Local Planning Agency;

WHEREAS, pursuant to Section 163.3174, Florida Statutes, as amended, and the Land Development Regulations, the Planning and Zoning Board, serving also as the Local Planning Agency, held the required public hearing, with public notice having been provided, on said application for an amendment, as described below, and at said public hearing, the Planning and Zoning Board, serving also as the Local Planning Agency, reviewed and considered all comments received during said public hearing concerning said application for an amendment, as described below, and recommended to the City Council approval of said application for an amendment, as described below;

WHEREAS, pursuant to Section 166.041, Florida Statutes, as amended, the City Council held the required public hearing, with public notice having been provided, on said application for an amendment, as described below, and at said public hearing, the City Council reviewed and considered all comments received during said public hearing, including the recommendation of the Planning and Zoning Board, serving also as the Local Planning Agency, of said application for an amendment, as described below; and

WHEREAS, the City Council has determined and found that a need and justification exists for the approval of said application for an amendment, as described below;

WHEREAS, the City Council has determined and found that approval of said application for an amendment, as described below, is consistent with the purposes and objectives of the comprehensive planning program and the Comprehensive Plan;

WHEREAS, the City Council has determined and found that approval of said application for an amendment, as described below, will further the purposes of the Land Development Regulations and other ordinances, regulations and actions designed to implement the Comprehensive Plan; and

WHEREAS, the City Council has determined and found that approval of said application for an amendment, as described below, would promote the public health, safety, morals, order, comfort, convenience, appearance, prosperity or general welfare.

NOW, THEREFORE, BE IT ENACTED BY THE PEOPLE OF THE CITY OF LAKE CITY, FLORIDA, AS FOLLOWS:

Section 1. Pursuant to an application, LDR 21-02, by the City Council, to amend the text of the Land Development Regulations, Section 4.16.9 entitled "ILW" Industrial, Light and Warehousing, Maximum Lot Coverage By All Buildings, is hereby amended to read, as follows:

SECTION 4.16 "ILW" INDUSTRIAL, LIGHT AND WAREHOUSING

4.16.9 MAXIMUM LOT COVERAGE BY ALL BUILDINGS

In addition to meeting the required yard, building height, landscaped buffering, and offstreet parking requirements of this section, no structure shall exceed a 1.0 floor area ratio.

Section 2. Pursuant to an application, LDR 21-02, by the City Council, to amend the text of the Land Development Regulations, Section 4.17.9 entitled "I" Industrial, Maximum Lot Coverage By All Buildings, is hereby amended to read, as follows:

SECTION 4.17 "I" INDUSTRIAL

4.17.9 MAXIMUM LOT COVERAGE BY ALL BUILDINGS

In addition to meeting the required yard, building height, landscaped buffering, and offstreet parking requirements of this section, no structure shall exceed a 1.0 floor area ratio.

Section 2. Severability. If any provision or portion of this ordinance is declared by any court of competent jurisdiction to be void, unconstitutional or unenforceable, then all remaining provisions and portions of this ordinance shall remain in full force and effect.

Section 3. Conflict. All ordinances or portions of ordinances in conflict with this ordinance are hereby repealed to the extent of such conflict.

Section 4. Effective Date. This ordinance shall become effective upon adoption.

Section 5. Authority. This ordinance is adopted pursuant to the authority granted by Section 166.021, Florida Statutes, as amended, and Sections 163.3161, through 163.3215, Florida Statutes, as amended.

PASSED upon first reading this 7th day of June 2021.

PASSED AND DULY ADOPTED, upon second and final reading, in regular session with a quorum present and voting, by the City Council this 6th day of July 2021.

Attest:

CITY COUNCIL  
CITY OF LAKE CITY, FLORIDA

\_\_\_\_\_  
Audrey Sikes, City Clerk

\_\_\_\_\_  
Stephen M. Witt, Mayor

APPROVED AS TO FORM AND LEGALITY:

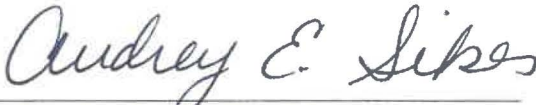
\_\_\_\_\_  
Frederick L. Koberlein Jr., City Attorney

**Record of Vote on First Reading**

	For	Against	Absent	Abstain
Stephen Witt, Mayor/Council Member	<u>✓</u>	<u>      </u>	<u>      </u>	<u>      </u>
Chris Greene, Council Member	<u>✓</u>	<u>      </u>	<u>      </u>	<u>      </u>
Jake Hill, Jr., Council Member	<u>✓</u>	<u>      </u>	<u>      </u>	<u>      </u>
Eugene Jefferson, Council Member	<u>✓</u>	<u>      </u>	<u>      </u>	<u>      </u>
Todd Sampson, Council Member	<u>✓</u>	<u>      </u>	<u>      </u>	<u>      </u>

**Certification**

I, Audrey Sikes, City Clerk for the City of Lake City, Florida, hereby certify that the above record vote is an accurate and correct record of the votes taken on the Ordinance by the City Council of the City of Lake City.

  
\_\_\_\_\_  
AUDREY E. SIKES, MMC  
City Clerk

**File Attachments for Item:**

9. City Council Ordinance No. 2021-2194 - (final reading) An ordinance of the City of Lake City, Florida, amending the official zoning atlas of the City of Lake City Land Development Regulations, as amended; relating to the rezoning of less than ten contiguous acres of land, pursuant to an application, Z21-04, by the property owner of said acreage, providing for rezoning from residential single-family-3 (RSF-3) to commercial, neighborhood (CN) of certain lands within the corporate limits of the City of Lake City, Florida; providing severability; repealing all ordinances in conflict; and providing an effective date.

Passed on first reading 6/7/2021



ORDINANCE NO. 2021-2194

AN ORDINANCE OF THE CITY OF LAKE CITY, FLORIDA, AMENDING THE OFFICIAL ZONING ATLAS OF THE CITY OF LAKE CITY LAND DEVELOPMENT REGULATIONS, AS AMENDED; RELATING TO THE REZONING OF LESS THAN TEN CONTIGUOUS ACRES OF LAND, PURSUANT TO AN APPLICATION, Z 21-04, BY THE PROPERTY OWNER OF SAID ACREAGE; PROVIDING FOR REZONING FROM RESIDENTIAL, SINGLE-FAMILY-3 (RSF-3) TO COMMERCIAL, NEIGHBORHOOD (CN) OF CERTAIN LANDS WITHIN THE CORPORATE LIMITS OF THE CITY OF LAKE CITY, FLORIDA; PROVIDING SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, Section 166.021, Florida Statutes, as amended, empowers the City Council of the City of Lake City, Florida, hereinafter referred to as the City Council, to prepare, adopt and enforce land development regulations;

WHEREAS, Sections 163.3161 through 163.3248, Florida Statutes, as amended, the Community Planning Act, requires the City Council to prepare and adopt regulations concerning the use of land and water to implement the comprehensive plan;

WHEREAS, an application for an amendment, as described below, has been filed with the City;

WHEREAS, the Planning and Zoning Board of City of Lake City, Florida, hereinafter referred to as the Planning and Zoning Board, has been designated as the Local Planning Agency of the City of Lake City, Florida, hereinafter referred to as the Local Planning Agency;

WHEREAS, pursuant to Section 163.3174, Florida Statutes, as amended, and the Land Development Regulations, the Planning and Zoning Board, serving also as the Local Planning Agency, held the required public hearing, with public notice having been provided, on said application for an amendment, as described below, and at said public hearing, the Planning and Zoning Board, serving also as the Local Planning Agency, reviewed and considered all comments received during said public hearing and the Concurrency Management Assessment concerning said application for an amendment, as described below, and recommended to the City Council approval of said application for an amendment, as described below;

WHEREAS, pursuant to Section 166.041, Florida Statutes, as amended, the City Council held the required public hearing, with public notice having been provided, on said application for an amendment, as described below, and at said public hearing, the City Council reviewed and considered all comments received during said public hearing, including the recommendation of the Planning and Zoning Board, serving also as the Local Planning Agency, and the Concurrency Management Assessment concerning said application for an amendment, as described below; and

WHEREAS, the City Council has determined and found that approval of said application for an amendment, as described below, would promote the public health, safety, morals, order, comfort, convenience, appearance, prosperity or general welfare.

NOW, THEREFORE, BE IT ENACTED BY THE PEOPLE OF THE CITY OF LAKE CITY, FLORIDA, AS FOLLOWS:

Section 1. Pursuant to an application, Z 21-04, by Florida First Coast Investment Corp., to amend the Official Zoning Atlas of the Land Development Regulations by changing the zoning district of certain lands, the zoning district is hereby changed from RESIDENTIAL, SINGLE-FAMILY-3 (RSF-3) to COMMERCIAL, NEIGHBORHOOD (CN) on property described, as follows:

Parcel No. 12515-000

A parcel of land lying within Section 31, Township 3 South, Range 17 East, Columbia County, Florida. Being more particularly described, as follows: Lots 5 and 6 of Block 3 of McFarlane Park Subdivision, as recorded in the Public Records of Columbia County, Florida.

Containing 0.29 acre, more or less.

Section 2. Severability. If any provision or portion of this ordinance is declared by any court of competent jurisdiction to be void, unconstitutional or unenforceable, then all remaining provisions and portions of this ordinance shall remain in full force and effect.

Section 3. Conflict. All ordinances or portions of ordinances in conflict with this ordinance are hereby repealed to the extent of such conflict.

Section 4. Effective Date. This ordinance shall become effective upon adoption.

Section 5. Authority. This ordinance is adopted pursuant to the authority granted by Section 166.021, Florida Statutes, as amended, and Sections 163.3161 through 163.3248, Florida Statutes, as amended.

PASSED upon first reading this 7th day of June 2021.

PASSED AND DULY ADOPTED, upon second and final reading, in regular session with a quorum present and voting, by the City Council this 6th day of July 2021.

Attest:

CITY COUNCIL  
CITY OF LAKE CITY, FLORIDA

\_\_\_\_\_  
Audrey Sikes, City Clerk

\_\_\_\_\_  
Stephen M. Witt, Mayor

APPROVED AS TO FORM AND LEGALITY:

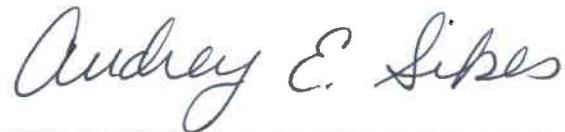
\_\_\_\_\_  
Frederick L. Koberlein Jr., City Attorney

**Record of Vote on First Reading**

	For	Against	Absent	Abstain
Stephen Witt, Mayor/Council Member	<u>✓</u>	_____	_____	_____
Chris Greene, Council Member	<u>✓</u>	_____	_____	_____
Jake Hill, Jr., Council Member	<u>✓</u>	_____	_____	_____
Eugene Jefferson, Council Member	<u>✓</u>	_____	_____	_____
Todd Sampson, Council Member	<u>✓</u>	_____	_____	_____

**Certification**

I, Audrey Sikes, City Clerk for the City of Lake City, Florida, hereby certify that the above record vote is an accurate and correct record of the votes taken on the Ordinance by the City Council of the City of Lake City.



\_\_\_\_\_  
AUDREY E. SIKES, MMC  
City Clerk

**File Attachments for Item:**

10. City Council Ordinance No. 2021-2198 - (first reading) An ordinance of the City of Lake City, Florida, providing for the permanent closing of all that portion of real property owned by the City and identified in a boundary survey and the official records of Columbia County, Florida; finding that the vacating of the real property will not adversely affect the public health, safety, or welfare; finding that the vacating of the real property is in the best interest of the City and for the general welfare of its citizens; providing for the repeal of conflicting ordinances; providing for severability; providing for inclusion into the City Code; and providing an effective date.

**Adopt City Council Ordinance No. 2021-2198 (first reading)**

**ORDINANCE NO. 2021-2198**

**AN ORDINANCE OF THE CITY OF LAKE CITY, FLORIDA, PROVIDING FOR THE PERMANENT CLOSING OF ALL THAT PORTION OF REAL PROPERTY OWNED BY THE CITY AND IDENTIFIED IN A BOUNDARY SURVEY AND THE OFFICIAL RECORDS OF COLUMBIA COUNTY, FLORIDA; FINDING THAT THE VACATING OF THE REAL PROPERTY WILL NOT ADVERSELY AFFECT THE PUBLIC HEALTH, SAFETY, OR WELFARE; FINDING THAT THE VACATING OF THE REAL PROPERTY IS IN THE BEST INTEREST OF THE CITY AND FOR THE GENERAL WELFARE OF ITS CITIZENS; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION INTO THE CITY CODE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Lake City, Florida (hereinafter the "City") desires to close, vacate, and abandon lands consisting of a three hundred eighty-one (381) square foot parcel of vacant land described in the *Boundary Survey* attached hereto as "Exhibit A", and the official records of Columbia County, Florida (hereinafter the "Vacated Property"); and

**WHEREAS**, the City finds that the Vacated Property is not vital to the vehicular traffic in the City; and

**WHEREAS**, the City finds that it is proper and in the interest and welfare of the City and its citizens to close the Vacated Property; and

**WHEREAS**, notice has been given, prior to adoption, to all utility companies holding franchises from the City for review and comment with respect to the permanent closing of the Vacated Property.

**NOW, THEREFORE, BE IT ENACTED BY THE PEOPLE OF THE CITY OF LAKE CITY, FLORIDA, AS FOLLOWS:**

**Section 1.** The City finds the Vacated Property to be surplus to its needs and that it is in the public interest to close and vacate the street.

**Section 2.** The City shall convey by Quit Claim Deed the Vacated Property to Joe's Laundromat, LLC. The Mayor is authorized to execute said Quit Claim Deed.

**Section 3.** All ordinances or parts of ordinances in conflict herewith are and the same are hereby repealed.

**Section 4.** If any section, subsection, sentence, clause or phrase of this ordinance or the particular application thereof shall be held invalid by any court, administrative agency or other body with appropriate jurisdiction, the remaining section(s), subsection(s), sentences(s), clause(s) or phrases(s) under application shall not be affected hereby.

**Section 5.** This ordinance shall take effect immediately upon its adoption.

**PASSED** upon first reading this \_\_\_\_ day of \_\_\_\_\_ 2021.

**NOTICE PUBLISHED** on the \_\_\_\_ day of \_\_\_\_\_ 2021.

**PASSED AND ADOPTED** on second and final reading this \_\_\_\_ day of \_\_\_\_\_ 2021.

**CITY OF LAKE CITY, FLORIDA**

By: \_\_\_\_\_  
Stephen M. Witt, Mayor

ATTEST:

APPROVED AS TO FORM AND  
LEGALITY:

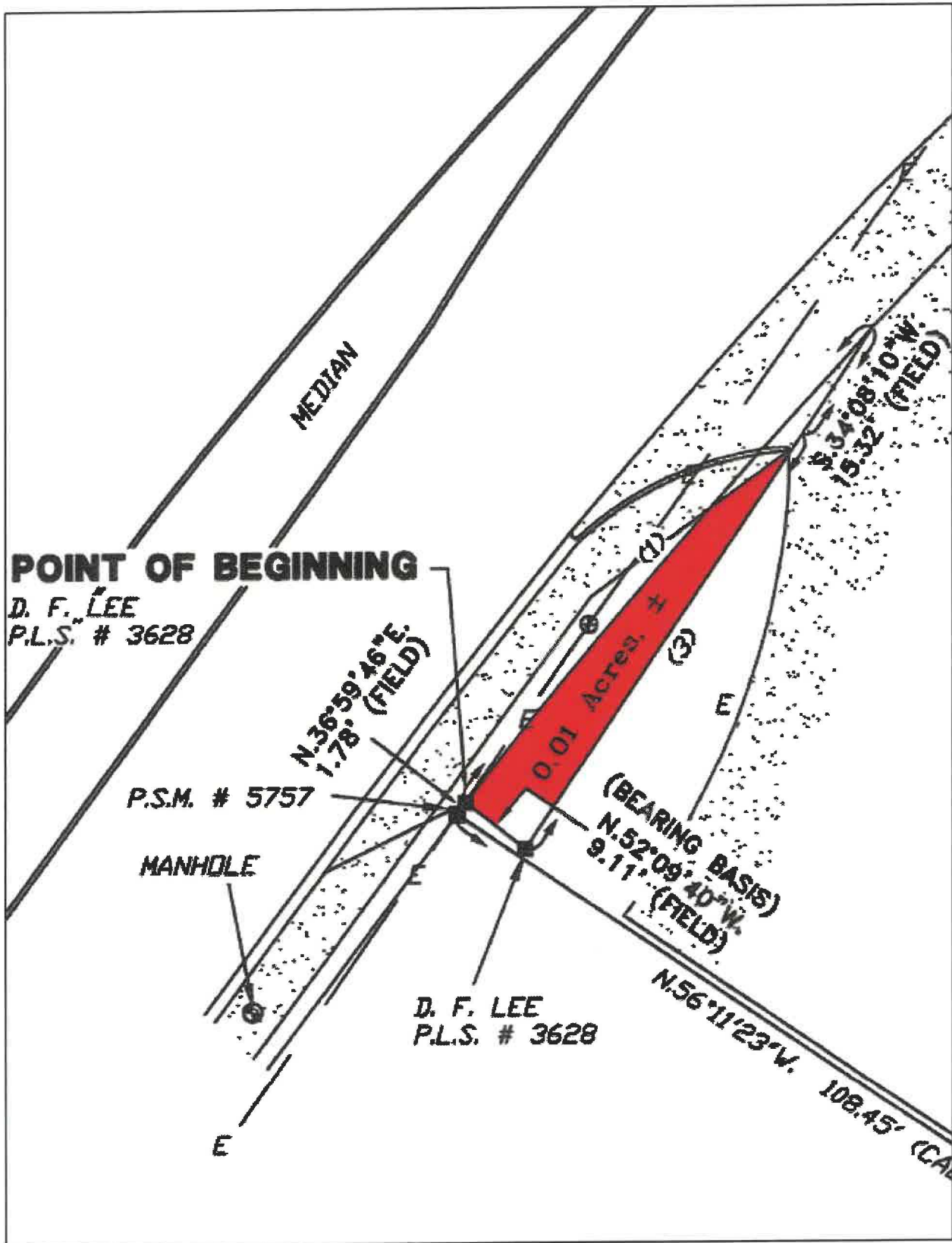
By: \_\_\_\_\_  
Audrey E. Sikes, City Clerk

By: \_\_\_\_\_  
Frederick L. Koberlein, Jr.,  
City Attorney

## EXHIBIT A



# SURVEY CLOSE-UP





**File Attachments for Item:**

11. City Council Ordinance No. 2021-2199 - (first reading) - An ordinance of the City of Lake City, Florida, pursuant to Petition No. ANX 20-03, relating voluntary annexation; making finding; annexing certain real property located in Columbia County, Florida, which is reasonably compact, and contiguous to the boundaries of the City of Lake City, Florida, into the boundaries of the City of Lake City, Florida; providing severability; repealing all ordinances in conflict; and providing an effective date.

**Adopt City Council Ordinance No. 2021-2199 (first reading)**

ORDINANCE NO. 2021-2199

AN ORDINANCE OF THE CITY OF LAKE CITY, FLORIDA, PURSUANT TO PETITION NO. ANX 20-03, RELATING TO VOLUNTARY ANNEXATION; MAKING FINDINGS; ANNEXING CERTAIN REAL PROPERTY LOCATED IN COLUMBIA COUNTY, FLORIDA, WHICH IS REASONABLY COMPACT, AND CONTIGUOUS TO THE BOUNDARIES OF THE CITY OF LAKE CITY, FLORIDA, INTO THE BOUNDARIES OF THE CITY OF LAKE CITY, FLORIDA; PROVIDING SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the owner of certain real property more particularly described herein below, has petitioned that the same be voluntarily annexed and incorporated into the boundaries of the City of Lake City, Florida, hereinafter referred to as the City.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AS FOLLOWS:

Section 1. Pursuant to a petition, ANX 20-03, by Hunter Farm Properties, LLC, the owner of real property, as described below and depicted on Schedule A: Location Map, attached hereto and incorporated as part of this ordinance, which real property is contiguous to the existing boundaries of the City and is reasonably compact, has petitioned the City to have said real property annexed into the City.

Parcel No. 03-4S-17-07593-000

A parcel of land lying in Section 3, Township 4 South, Range 17 East, Columbia County, Florida. Being more particularly described, as follows: The Southeast 1/4 of said Section 3.

Containing 154.00 acres, more or less.

LESS AND EXCEPT:

A parcel of land lying in Section 3, Township 4 South, Range 17 East, Columbia County, Florida. Being more particularly described, as follows: Commence at the intersection of the South line of said Section 3 and the West right-of-way line of County Road 245; thence North 1,120.00 feet, along the West right-of-way line of said County Road 245, for the Point of Beginning; thence West 350.00 feet; thence North 750.00 feet; thence East 350.00 feet to the West right-of-way line of said County Road 245; thence South 750.00 feet, along the West right-of-way line of said County Road 245, to the Point of Beginning.

Containing 6.03 acres, more or less.

All said lands containing 147.97 acres, more or less.

Section 2. The City Council of the City of Lake City, Florida, hereinafter referred to as the City Council, finds that the petition bears the signatures of all owners of the real property in the area proposed to be annexed.

Section 3. The City Council finds that the real property, described in Section 1 above, presently is contiguous to the boundaries of the City that said real property meets the criteria established by Chapter 171, Florida Statutes, as amended, and that said real property should be annexed to the boundaries of the City.

Section 4. The real property, described in Section 1 above and depicted on Schedule A: Location Map, attached hereto and incorporated as part of this ordinance, is hereby annexed to the boundaries of the City, and said real property in every way is a part of the City.

Section 5. The boundaries of the City are hereby redefined to include the real property described in Section 1 hereof.

Section 6. Annexation. The real property, described in Section 1 above, shall continue to be classified as follows:

RESIDENTIAL, VERY LOW DENSITY (1 dwelling unit per acre) under the land use classifications as designated on the Future Land Use Plan Map of the County Comprehensive Plan and classified as RURAL RESIDENTIAL, RURAL (RR) under the zoning districts as designated on the Official Zoning Atlas of the County Land Development Regulations until otherwise changed or amended by appropriate ordinance of the City.

Section 7. Effective January 1, 2022, all real property lying within the boundaries of the City, as hereby redefined, shall be assessed for payment of municipal ad valorem taxes, and shall be subject to all general and special assessments.

Section 8. All persons who have been lawfully engaged in any occupation, business, trade or profession, within the area, described in Section 1 above, upon the effective date of this ordinance under a valid license or permit issued by the County and all other necessary state or federal regulatory agencies, may continue such occupation, business, trade or profession within the entire boundaries of the City, as herein defined, upon securing a valid occupational license from the City, which shall be issued upon payment of the appropriate fee, without the necessity of taking or passing any additional examination or test which otherwise is required relating to the qualification of such occupations, businesses, trades or professions.

Section 9. The City Clerk is hereby directed to file, within seven (7) days of the effective date of this ordinance, a certified copy of this ordinance with the following:

- a) Florida Department of State, Tallahassee, Florida;
- b) Florida Office of Economic and Demographic Research, Tallahassee, Florida;
- c) Clerk of the Circuit Court of the County;
- d) Chief Administrative Officer of the County;
- e) Property Appraiser of the County;
- f) Tax Collector of the County; and
- g) All public utilities authorized to conduct business within the City.

Section 10. Severability. If any provision or portion of this ordinance is declared by any court of competent jurisdiction to be void, unconstitutional or unenforceable, then all remaining provisions and portions of this ordinance shall remain in full force and effect.

Section 11. Conflict. All ordinances or portions of ordinances in conflict with this ordinance are hereby repealed to the extent of such conflict.

Section 12. Effective Date. This ordinance shall become effective upon adoption.

PASSED UPON FIRST READING on the 6th day of July 2021.

PASSED AND DULY ADOPTED UPON SECOND AND FINAL READING, in regular session with a quorum present and voting, by the City Council this \_\_\_\_\_ day of \_\_\_\_\_ 2021.

Attest:

CITY COUNCIL OF THE  
CITY OF LAKE CITY, FLORIDA

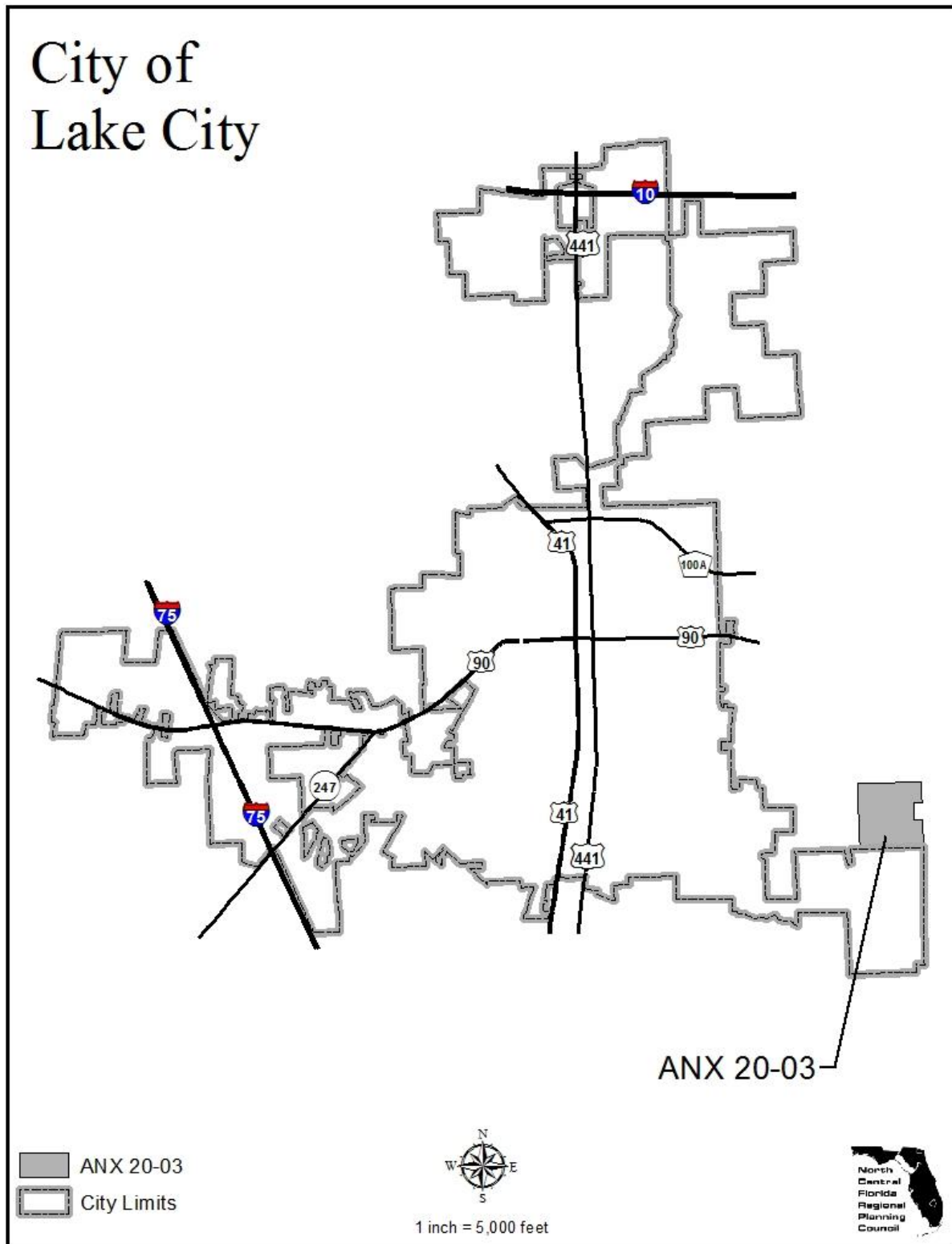
\_\_\_\_\_  
Audrey Sikes, City Clerk

\_\_\_\_\_  
Stephen M. Witt, Mayor

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
Fred Koberlein Jr., City Attorney

Schedule A: Location Map



**File Attachments for Item:**

12. City Council Resolution No. 2021-099 - A resolution of the City Council of the City of Lake City, Florida, approving a second amendment of the agreement between the Florida Department of Environmental Protection and the City related to the Interstate 75 and State Road 47 wastewater improvement project, phase one; providing for an extension of the agreement to December 31, 2022; providing for any necessary future amendments; providing for costs eligible for reimbursement or matching requirement; providing for a revised grant work plan; and providing for an effective date.

MEETING DATE
July 06, 2021

# CITY OF LAKE CITY

## Report to Council

COUNCIL AGENDA	
SECTION	
ITEM NO.	

**SUBJECT:** FDEP Grant Agreement No. LP12030

**DEPT / OFFICE:** Utility Administration

<b>Originator:</b> Paul Dyal, Executive Director of Utilities		
<b>City Manager</b> Ami Mitchell Fields	<b>Department Director</b> Paul Dyal	<b>Date</b> 06-25-2021
<b>Recommended Action:</b> Approve amendment two to the FDEP Grant Agreement No. LP12030		
<b>Summary Explanation &amp; Background:</b>  <p>The City applied for and received a Florida Department of Environmental Protection (FDEP) Springs Grant and a Legislative Appropriation Grant, which were combined for \$2,697,456 to fund the Wastewater Improvements of I-75 &amp; SR-47 Interchange Phase 1. Due to delays in bidding and other factors, a request to extend the grant deadline was requested and approved by the FDEP Grant Manager.</p> <p>In addition, because of the volatility of the market, some items/materials for this project were pre-ordered, with FDEP approval, and the City had to request for a new budget category be added to the grant agreement in order to be reimbursed by FDEP per the grant specifications. This was also requested of the FDEP Grant Manager and approved.</p>		
<b>Alternatives:</b> None		
<b>Source of Funds:</b> N/A		
<b>Financial Impact:</b> None		
<b>Exhibits Attached:</b> 1) Amendment NO. 2		

**CITY COUNCIL RESOLUTION NO. 2021-099**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, APPROVING A SECOND AMENDMENT OF THE AGREEMENT BETWEEN THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION AND THE CITY RELATED TO THE INTERSTATE 75 AND STATE ROAD 47 WASTEWATER IMPROVEMENT PROJECT, PHASE ONE; PROVIDING FOR AN EXTENSION OF THE AGREEMENT TO DECEMBER 31, 2022; PROVIDING FOR ANY NECESSARY FUTURE AMENDMENTS; PROVIDING FOR COSTS ELIGIBLE FOR REIMBURSEMENT OR MATCHING REQUIREMENTS; PROVIDING FOR A REVISED GRANT WORK PLAN; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Lake City, Florida (hereinafter the “City”) submitted to the State of Florida Department of Environmental Protection (hereinafter “DEP”) an application for the funding of a project associated with the construction of the I-75 & SR 47 Wastewater Improvement Project Phase 1 (hereinafter the “Project”); and

**WHEREAS**, the DEP approved the Project for the City to construct the I-75 & SR 47 Wastewater Improvement Project Phase 1; and

**WHEREAS**, the City entered into Agreement No. LP12030 (hereinafter the “Agreement”) with the DEP pursuant to City Council Resolution 2018-041; and

**WHEREAS**, the DEP has proposed an amendment (hereinafter the “Second Amendment” and attached hereto as “Exhibit A”) to the Agreement to provide for the following: (i) an extension to the term of the Agreement; and (ii) any necessary future amendments to the Agreement; and (iii) the reimbursement for costs or availability for costs to meet matching requirements; and (iv) a revised grant work plan; and

**WHEREAS**, the City Council finds that it is in the City's best interest and the best interest of its citizens to enter into *Amendment No. 2 to Agreement No.*

*LP12030 between Florida Department of Environmental Protection and City of Lake City* in accordance with the terms and conditions set forth in the proposed amendment.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AS FOLLOWS:**

**Section 1.** The above recitals are all true and accurate and are incorporated herein and made a part of this resolution.

**Section 2.** The City Council hereby approves the *Amendment No. 2 to Agreement No. LP12030 between Florida Department of Environmental Protection and City of Lake City*, and the Mayor and the City's Grant Manager are authorized to execute said amendment.

**Section 3.** Effective Date. This resolution shall take effect immediately upon adoption.

**PASSED AND ADOPTED** at a meeting of the City Council this \_\_\_\_ day of July 2021.

**CITY OF LAKE CITY, FLORIDA**

By: \_\_\_\_\_  
Stephen M. Witt, Mayor

ATTEST:

APPROVED AS TO FORM AND  
LEGALITY:

By: \_\_\_\_\_  
Audrey E. Sikes, City Clerk

By: \_\_\_\_\_  
Frederick L. Koberlein, Jr.,  
City Attorney



**AMENDMENT NO. 2  
TO AGREEMENT NO. LP12030  
BETWEEN  
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION  
AND  
CITY OF LAKE CITY**

This Amendment to Agreement No. LP12030 (Agreement), as previously amended, is made by and between the Department of Environmental Protection (Department), an agency of the State of Florida, and the City of Lake City (Grantee), on the date last signed below.

WHEREAS, the Department entered into the Agreement with the Grantee for Lake City I-75/SR 47 Wastewater Improvement Project Phase 1 (Project), effective June 6, 2018; and,

WHEREAS, the Grantee has requested a reallocation of the budget for the project, and an extension of the Agreement; an extension is needed because more time is needed to complete construction; and,

WHEREAS, the parties wish to amend the Agreement as set forth herein, to add a new budget category, reallocate the budget, and extend the Agreement; and,

WHEREAS, certain provisions of the Agreement need revision.

NOW THEREFORE, the parties agree as follows:

1. The Agreement is effective until December 31, 2022. The reimbursement period for this Agreement begins on July 1, 2017 and ends at the expiration of the Agreement. The Department and the Grantee shall continue to perform their respective duties during this extension period pursuant to the same terms and conditions provided in the Agreement.
2. Section 2.d. of Attachment 1 is deleted and replaced as follows:

This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following: (1) an increase or decrease in the Agreement funding amount; (2) a change in Grantee's match requirements; (3) a change in the expiration date of the Agreement; and/or (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department. A change order to this Agreement may be used when: (1) task timelines within the current authorized Agreement period change; (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department; (3) changing the current funding source as stated in the Standard Grant Agreement; and/or (4) fund transfers between budget categories for the purposes of meeting match requirements. This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.

3. Section 4. of Attachment 2 is deleted and replaced as follows:

**Costs Eligible for Reimbursement or Matching Requirements.**

Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

<u>Reimbursement</u>	<u>Match</u>	<u>Category</u>
<input type="checkbox"/>	<input type="checkbox"/>	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
<input type="checkbox"/>	<input type="checkbox"/>	a. Fringe Benefits, N/A.

- ☐ ☐ b. Indirect Costs, for actual costs not to exceed the budget amount identified in Attachment 3.
- ☒ ☐ Contractual (Subcontractors)
- ☐ ☐ Travel
- ☐ ☐ Equipment
- ☐ ☐ Rental/Lease of Equipment
- ☒ ☐ Miscellaneous/Other Expenses
- ☐ ☐ Land Acquisition

4. **Attachment 3-1, Revised Grant Work Plan**, is hereby deleted in its entirety and replaced with **Attachment 3-2, Revised Grant Work Plan**, as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to **Attachment 3-1** shall hereinafter refer to **Attachment 3-2, Revised Grant Work Plan**.
5. All other terms and conditions of the Agreement remain in effect. If and to the extent that any inconsistency may appear between the Agreement and this Amendment, the provisions of this Amendment shall control.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

The parties agree to the terms and conditions of this Amendment and have duly authorized their respective representatives to sign it on the dates indicated below.

CITY OF LAKE CITY

STATE OF FLORIDA DEPARTMENT OF  
ENVIRONMENTAL PROTECTION

By: \_\_\_\_\_  
Mayor

By: \_\_\_\_\_  
Secretary or Designee

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Trina Vielhauer, DWRA Director  
Print Name and Title

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Zachary Easton, DEP Grant Manager

\_\_\_\_\_  
Sandra Waters, DEP QC Reviewer

List of attachments/exhibits included as part of this Amendment:

Specify Type Attachment	Letter/ Number	Description (include number of pages)
	3-2	Revised Grant Work Plan (4 Pages)

## **ATTACHMENT 3-2 REVISED GRANT WORK PLAN**

**PROJECT TITLE:** Lake City I-75/SR 47 Wastewater Improvement Project Phase 1

**PROJECT LOCATION:** The Project will be located in the area of the I-75 and SR 47 Interchange within the City of Lake City in Columbia County; Lat/Long (30.1184, -82.6604). See Figure 1 for a site plan.

**PROJECT BACKGROUND:** The City of Lake City (Grantee) has prioritized reducing the amount of wastewater nutrient pollution impacting the Ichetucknee Springs. Currently, there are five (5) residential and thirty (30) commercial properties within the Phase 1 project area that contain onsite sewage treatment and disposal systems (OSTDS). The elimination of these OSTDSs will result in an estimated reduction of 11,950 lbs. nutrient loading per year.

The Grantee has been awarded a Legislative Appropriations Grant of \$1,000,000 for the “Lake City I-75/SR 47 Wastewater Improvement Project Phase 1” project. The Grantee has also been awarded a Springs Restoration Grant of \$1,697,456 for the “I-75/SR 47 Cannon Creek Sink Public Wastewater Improvement Project (Phase 1)” project. The funding for both grants will be combined within this agreement and will be titled “Lake City I-75/SR 47 Wastewater Improvement Project Phase 1.”

**PROJECT DESCRIPTION:** The Grantee will construct wastewater improvements near the I-75 and SR 47 Interchange. The Project will include the surveying, engineering, and construction of approximately 2.5 miles of force main and gravity main with fittings and valves, two lift stations, two horizontal directional drills, and twenty-nine road and driveway replacements. The lift stations will be constructed in the northwest and southwest quadrants of the I-75/SR 47 Interchange, and each will pump wastewater to the Grantee’s wastewater collection system that is connected to the Kicklighter Water Reclamation Facility (KWRF). Processed effluent from KWRF will then be pumped to wetlands that were recently constructed under the Ichetucknee Springs Water Quality Improvement Project (ISWQIP). This wetland system produces an estimated 94% removal of nitrates before infiltrating the groundwater and Ichetucknee Springs. The Project will mitigate OSTDS nutrient pollution and provide water quality improvements to the Ichetucknee Springs.

The DEP Grant Funds associated with this Agreement were awarded based on local contributions pledged towards the total project costs: \$1,703,415 from Lake City. Documentation of these local contributions will be required in the Final Quarterly Progress Report.

### **TASKS:**

All documentation should be submitted electronically unless otherwise indicated.

#### **Task 1: Pre-Design Study**

**Deliverables:** The Grantee will perform a pre-design analysis of the proposed gravity collection system along with pump stations and force mains, and produce a pre-design report that will detail the scope of the problem in the analysis area, outline design options, and identify tasks required to complete a resolution of the problem.

**Documentation:** The Grantee will submit the final pre-design report.

**Performance Standard:** The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

**Payment Request Schedule:** The Grantee may submit a payment request for cost reimbursement following the conclusion of the task.

### **Task 2: Design and Permitting**

**Deliverables:** The Grantee has procured professional engineering and surveying services in accordance with state law prior to execution of this Agreement. The Grantee will complete the design of the wastewater improvements and obtain all necessary permits for construction of the project. The Grantee will submit documentation of preconstruction activities, as described below.

**Documentation:** The Grantee will submit: 1) a signed acceptance of the completed work to date, as provided in the Grantee's Certification of Payment Request; and 2) a summary of design activities to date, indicating the percentage of design completion for the time period covered in the payment request. For the final documentation, the Grantee will also submit a copy of the design completed with the funding provided for this task and a list of all required permits identifying issue dates and issuing authorities.

**Performance Standard:** The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

**Payment Request Schedule:** The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

### **Task 3: Bidding and Contractor Selection**

**Deliverables:** The Grantee will subcontract the construction of the wastewater improvements with a qualified and licensed contractor, selected through the Grantee's procurement process. The Grantee shall prepare and solicit bids utilizing a bid package in accordance with state and federal laws and this Agreement. Included in this task are pre-bid meeting(s) in response to bid questions.

**Documentation:** The Grantee will submit: 1) the public notice of advertisement for the bid; 2) the bid package; and 3) a written notice of selected contractor(s).

**Performance Standard:** The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

**Payment Request Schedule:** The Grantee may submit a payment request for cost reimbursement following the conclusion of the task.

### **Task 4: Project Management**

**Deliverables:** The Grantee will perform project management, to include field engineering services, construction observation, site meetings with construction contractor and design professionals, and overall project coordination and supervision. If the Grantee contracts these services, the Grantee will procure such services in accordance with state law.

**Documentation:** The Grantee will submit interim progress status summaries including summary of inspection(s), meeting minutes and field notes, as applicable.

**Performance Standard:** The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

**Payment Request Schedule:** The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

#### **Task 5: Construction**

**Deliverables:** The Grantee will construct wastewater improvements in accordance with the construction contract documents.

**Documentation:** The Grantee will submit: 1) a signed acceptance of the completed work to date, as provided in the Grantee's Certification of Payment Request; and 2) a signed Engineer's Certification of Payment Request.

**Performance Standard:** The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

**Payment Request Schedule:** The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

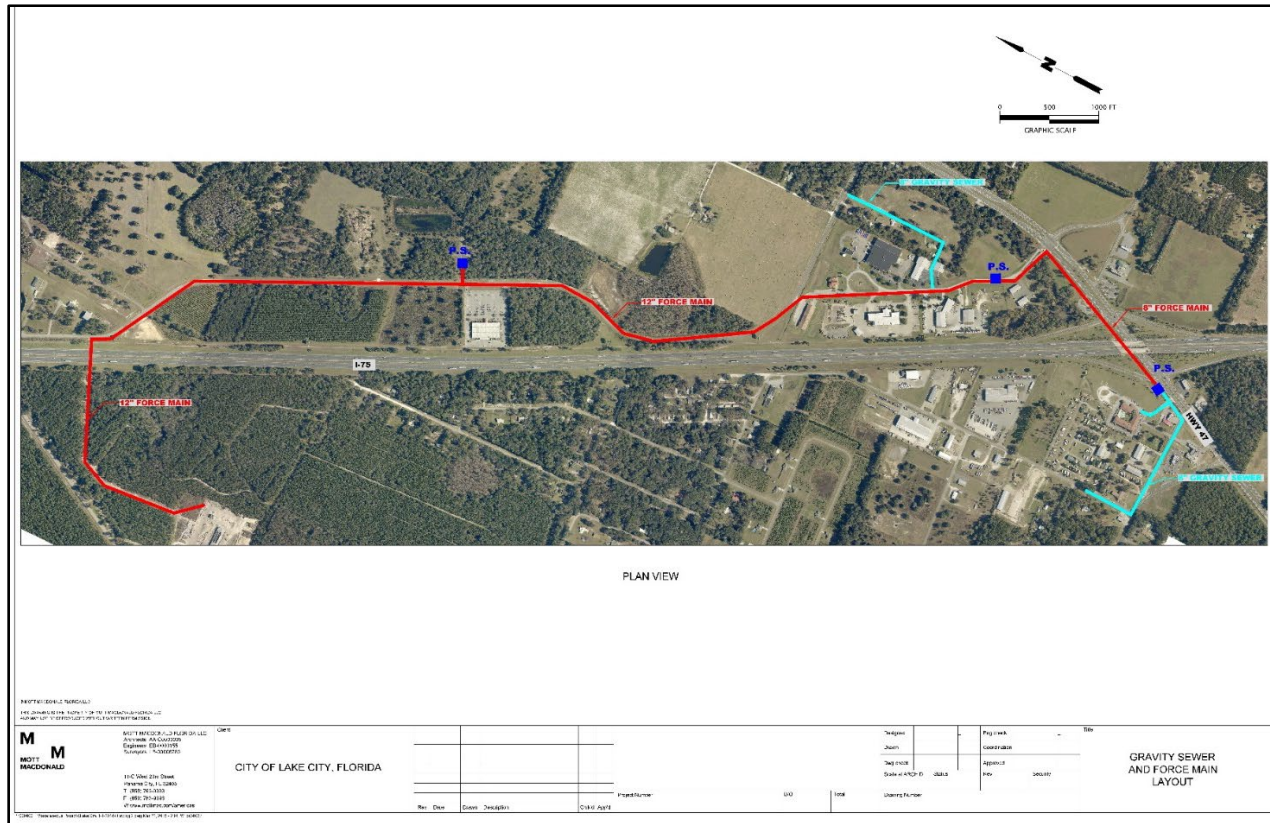
#### **PROJECT TIMELINE & BUDGET DETAIL:**

The tasks must be completed by, and all documentation received by, the corresponding task end date. Cost reimbursable grant funding must not exceed the budget amounts as indicated below.

Task No.	Task Title	Budget Category	Grant Amount	Task Start Date	Task End Date
1	Pre-Design Study	Contractual Services	\$25,000	07/01/2017	09/30/2022
2	Design and Permitting	Contractual Services	\$295,415	07/01/2017	09/30/2022
3	Bidding and Contractor Selection	Contractual Services	\$20,000	07/01/2017	09/30/2022
4	Project Management	Contractual Services	\$30,000	07/01/2017	09/30/2022
5	Construction	Contractual Services	\$2,183,160	07/01/2017	09/30/2022
		Miscellaneous/ Other Expenses	\$143,881		
Total:			\$2,697,456		

Note that, per Section 8.h. of Attachment 1, authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of the Department if the Legislature reduces or eliminates appropriations. Extending the contract end date carries the risk that funds for this project may become unavailable in the future. This should be a consideration for the Grantee with this and future requests for extension.

**Figure 1: Site Plan**



**File Attachments for Item:**

13. City Council Resolution No. 2021-100 - A resolution of the City Council of the City of Lake City, Florida authorizing the execution of a second amendment to the contract between the City and Jones Edmunds & Associates, Inc., relating to the professional services connected to State Road 47 and Interstate 75 wastewater improvements project; providing for modification to tasks six, seven, and eight; providing for an increase in the compensation to \$19,000.00, to be paid by the City; and providing for an effective date.



<b>MEETING DATE</b>
July 06, 2021

# CITY OF LAKE CITY

## Report to Council

COUNCIL AGENDA	
<b>SECTION</b>	
<b>ITEM NO.</b>	

**SUBJECT:** Wastewater Improvements of I-75 & SR-47 Interchange Phase 1

**DEPT / OFFICE:** Utility Administration

<b>Originator:</b> Paul Dyal, Executive Director of Utilities		
<b>City Manager</b> Ami Mitchell Fields	<b>Department Director</b> Paul Dyal	<b>Date</b> 06-25-2021
<b>Recommended Action:</b> Approve amendment two to the City of Lake City and Jones Edmunds contract related to the I-75/SR47 Wastewater Project Phase 1.		
<b>Summary Explanation &amp; Background:</b>  <p>The SR 47/I-75 Wastewater Improvements Project included the pre-design/preliminary engineering, surveying, permitting, and engineering design of two master lift stations, force main, gravity main, natural gas main, and three horizontal directional drills (HDDs) under I-75, as well as construction contract administration services. The project scope and fee included preparing one Florida Department of Transportation (FDOT) permit package for each HDD location – north and south – and responding to one request for information (RFI) for each application.</p> <p>FDOT requested that the permit applications be divided and that the wastewater and natural gas portions of the project be submitted to FDOT separately. Two RFIs were returned for the wastewater permit application and three RFIs were returned for the natural gas permit. Additionally, FDOT requested adjustments to the layout of the north wastewater HDD and a substantial redesign of the south wastewater HDD resulting in additional meetings, engineering design, and permitting effort beyond the original scope of services.</p> <p>The City advertised a bid to hire a contractor to complete the project in March 2021. Unfortunately, the project did not receive any bids and was required to be rebid. Due to the rebidding, Jones Edmunds has conducted additional work beyond the original scope including leading an additional pre-bid meeting and answering additional bidding questions/assisting the City with preparing the Contract addenda.</p>		
<b>Alternatives:</b> None		
<b>Source of Funds:</b> FDEP Reimbursable Grant NO. LP12030		
<b>Financial Impact:</b> None – Grant Funded		
<b>Exhibits Attached:</b> 1) Change Order		

**CITY COUNCIL RESOLUTION NO. 2021-100**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA AUTHORIZING THE EXECUTION OF A SECOND AMENDMENT TO THE CONTRACT BETWEEN THE CITY AND JONES EDMUNDS & ASSOCIATES, INC., RELATING TO THE PROFESSIONAL SERVICES CONNECTED TO STATE ROAD 47 AND INTERSTATE 75 WASTEWATER IMPROVEMENTS PROJECT; PROVIDING FOR MODIFICATIONS TO TASKS SIX, SEVEN, AND EIGHT; PROVIDING FOR AN INCREASE IN THE COMPENSATION TO \$19,000.00, TO BE PAID BY THE CITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Lake City, Florida, (hereinafter the "City") entered into a Contract Agreement (hereinafter the "Contract") with Jones Edmunds & Associates, Inc., (hereinafter "Jones Edmunds"), authorized by City Council Resolution No. 2019-082, related to the Wastewater Improvements Project for the I-75 and SR 47 Interchange; and

**WHEREAS**, Jones Edmunds and the City desire to execute the second amendment to the Contract, titled *Amendment Two to the City of Lake City, Florida and Jones Edmunds & Associates, Inc, Contract for Consulting Services Associated with Phase One of the Wastewater Improvement Project for I-75 and SR 47 Interchange* (the "Amendment Two"), attached hereto as "Exhibit A"; and

**WHEREAS**, Jones Edmunds desires to modify Tasks Six (\$13,000.00), Seven (\$3,000.00), and Eight (\$3,000.00) of the Contract, adding a combined total of nineteen thousand dollars and zero cents (\$19,000.00) in compensation for the completion of the aforementioned Tasks, all of which is specifically included within the Amendment Two; and

**WHEREAS**, the City finds the aforementioned amendments to Tasks Six, Seven, and Eight to be in the best interests of the City.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AS FOLLOWS:**

**Section 1.** The above recitals are all true and accurate and are hereby made a part of this resolution.

**Section 2.** The City is hereby authorized to execute the Amendment Two,

for an increase in total compensation not-to-exceed \$19,000.00 and the Mayor is authorized to execute said Amendment Two for and on behalf of the City.

**Section 3.** The City Manager and City Attorney are authorized to make such reasonable changes and modifications to the Amendment Two as may be deemed necessary to be in the best interest of the City and its citizens. Provided however, that any such changes or modifications shall not cause the payment to Jones Edmunds to exceed the amended price. The Mayor is authorized and directed to execute and deliver the Amendment Two in the name of, and on behalf of, the City with such changes, amendments, modifications, omissions, and additions made by the City Manager and City Attorney. Execution by the Mayor and Jones Edmunds shall be deemed to be conclusive evidence of approval of such changes, amendments, modifications, omissions, and additions.

**PASSED AND ADOPTED** at a meeting of the City Council this \_\_\_\_ day of July 2021.

**CITY OF LAKE CITY, FLORIDA**

By: \_\_\_\_\_  
Stephen M. Witt, Mayor

ATTEST

APPROVED AS TO FORM AND  
LEGALITY:

By: \_\_\_\_\_  
Audrey E. Sikes, City Clerk

By: \_\_\_\_\_  
Frederick L. Koberlein, Jr.,  
City Attorney

**AMENDMENT TWO TO THE CITY OF LAKE CITY, FLORIDA AND JONES  
EDMUNDS & ASSOCIATES, INC., CONTRACT FOR CONSULTING SERVICES  
ASSOCIATED WITH PHASE ONE OF THE WASTEWATER IMPROVEMENT  
PROJECT FOR I-75 AND SR 47 INTERCHANGE**

This Amendment Two is made and entered into this \_\_\_\_ day of July 2021 by and between the City of Lake City, Florida, a political subdivision of the State of Florida, (hereinafter referred to as “City”) and Jones Edmunds & Associates, Inc., a Florida corporation, (hereinafter referred to as “Contractor”).

**WHEREAS**, on July 25, 2019, the City and Contractor entered into the *City of Lake City, Florida and Jones Edmunds & Associates, Inc, Contract for Consulting Services Associated with Phase One of the Wastewater Improvement Project for I-75 and SR 47 Interchange* (hereinafter referred to as the “Contract”) to provide consulting services associated with Phase One of the Wastewater Improvement Project for the I-75 and SR 47 Interchange; and

**WHEREAS**, Contract was amended pursuant to City Council Resolution 2020-041; and

**WHEREAS**, the Contractor has cited variations in the project and based on said variations the Contractor seeks a second amendment to the Contract, specifically, an additional \$19,000.00 in compensation for Tasks Six, Seven, and Eight combined; and

**WHEREAS**, as authorized by Article 5.2 of the Contract, the City desires to have the Contractor proceed with revised Tasks Six, Seven, and Eight.

**NOW THEREFORE**, in consideration of the mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

1. Additional compensation in the amount of \$19,000.00, for Tasks Six (\$13,000.00), Seven (\$3,000.00), and Eight (\$3,000.00) shall be authorized, all of which are identified in the change order request attached hereto as “Exhibit A”.
2. Except as otherwise herein provided, the terms, conditions, and covenants included in the Contract shall remain in full force and effect.

*[Remainder of this page intentionally left blank]*

**IN WITNESS WHEREOF**, the parties hereto have executed this Amendment as of the day and year first written above.

CITY OF LAKE CITY, FLORIDA

By: \_\_\_\_\_  
Stephen M. Witt, Mayor

ATTEST:

APPROVED AS TO FORM AND  
LEGALITY:

By: \_\_\_\_\_  
Audrey E. Sikes, City Clerk

By: \_\_\_\_\_  
Frederick L. Koberlein, Jr.,  
City Attorney

ATTEST:

JONES EDMUNDS & ASSOCIATES,  
INC.

By: \_\_\_\_\_  
Robert C. Edmunds,  
Corporate Secretary

By: \_\_\_\_\_  
Stanley F. Ferreira, Jr., PE  
President & CEO

# CHANGE ORDER REQUEST *JonesEdmunds*

## SR 47/I-75 Wastewater Improvements Project

**PREPARED FOR:** Paul Dyal  
Executive Director of Utilities  
692 SW Saint Margarets Street  
Lake City, Florida 32025

**DATE:** May 21, 2021

**SUBJECT:** Jones Edmunds Project No. 08504-030-01

---

### 1 BACKGROUND

The SR 47/I-75 Wastewater Improvements Project included the pre-design/preliminary engineering, surveying, permitting, and engineering design of two master lift stations, force main, gravity main, natural gas main, and three horizontal directional drills (HDDs) under I-75, as well as construction contract administration services. The project scope and fee included preparing one Florida Department of Transportation (FDOT) permit package for each HDD location – north and south – and responding to one request for information (RFI) for each application.

FDOT requested that the permit applications be divided and that the wastewater and natural gas portions of the project be submitted to FDOT separately. Two RFIs were returned for the wastewater permit application and three RFIs were returned for the natural gas permit. Additionally, FDOT requested adjustments to the layout of the north wastewater HDD and a substantial redesign of the south wastewater HDD resulting in additional meetings, engineering design, and permitting effort beyond the original scope of services.

The City advertised a bid to hire a contractor to complete the project in March 2021. Unfortunately, the project did not receive any bids and was required to be rebid. Due to the rebidding, Jones Edmunds has conducted additional work beyond the original scope including leading an additional pre-bid meeting and answering additional bidding questions/assisting the City with preparing the Contract addenda.

### 2 COMPENSATION

As a result of the additional services outside of the original project scope and fee, Jones Edmunds is requesting additional compensation in the amount of \$19,000. A detailed request is presented in the following table.

Task	Cost			
	Preliminary Engineering	Final Design	Construction Services	Change Order
Task 1 – Project Management and Project Kickoff Meeting	\$8,000	\$12,500	-	-
Task 2 – Pre-Design Study and 30% Design	\$40,000	-	-	-
Task 3 – Environmental Assessment for Wetlands and Endangered Species	\$6,500	-	-	-
Task 4 – Professional Land Surveying and Subsurface Utility Engineering	-	\$27,450	-	-
Task 5 – Geotechnical Investigation	-	\$17,200	-	-
Task 6 – Final Design	-	\$215,000	-	\$13,000
Task 7 – Permitting Assistance	-	\$13,250	-	\$3,000
Task 8 – Bidding and Construction-Phase Services	-	-	\$146,300	\$3,000
<b>Total Fee</b>	<b>\$54,500</b>	<b>\$285,400</b>	<b>\$146,300</b>	<b>\$19,000</b>

**File Attachments for Item:**

14. City Council Resolution No. 2021-102 - A resolution of the City Council of the City of Lake City, Florida, authorizing the execution of an amendment to the Traffic Signal Maintenance and Compensation Agreement with the State of Florida, Department of Transportation, previously authorized by City Council Resolution No. 2015-030; and providing an effective date.



**CITY COUNCIL RESOLUTION NO. 2021-102**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AUTHORIZING THE EXECUTION OF AN AMENDMENT TO THE TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT WITH THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION, PREVIOUSLY AUTHORIZED BY CITY COUNCIL RESOLUTION NO. 2015-030; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Lake City, Florida, (hereinafter the "City") and the State of Florida, Department of Transportation (hereinafter "FDOT"), entered into a *Traffic Signal Maintenance and Compensation Agreement* (hereinafter the "Agreement"), authorized by City Council Resolution No. 2015-030; and

**WHEREAS**, the City Council and FDOT desire to modify the Agreement pursuant to the terms and conditions contained in the *Amendment to the Traffic Signal Maintenance and Compensation Agreement* (hereinafter the "Amendment"), a copy of which is attached hereto as "Exhibit A"; and

**WHEREAS**, the City finds that it is in the best interest of the public and its citizens to enter into the Amendment.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AS FOLLOWS:**

**Section 1.** The above recitals are all true and accurate and are hereby made a part of this resolution.

**Section 2.** The City is hereby authorized to enter into the Amendment with FDOT and the Mayor is authorized to execute the Amendment for, and on behalf of, the City.

**Section 3.** This Resolution shall take effect immediately upon its adoption.

**PASSED AND ADOPTED** at a meeting of the City Council this \_\_\_\_ day of July, 2021.

**CITY OF LAKE CITY, FLORIDA**

By: \_\_\_\_\_  
Stephen M. Witt, Mayor

ATTEST

APPROVED AS TO FORM AND  
LEGALITY:

By: \_\_\_\_\_  
Audrey E. Sikes, City Clerk

By: \_\_\_\_\_  
Frederick L. Koberlein, Jr.,  
City Attorney

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**AMENDMENT TO THE TRAFFIC SIGNAL MAINTENANCE  
AND COMPENSATION AGREEMENT**

750-010-24  
TRAFFIC OPERATIONS  
06/16  
Page 1 of 1

CONTRACT NO. ARV20  
FINANCIAL PROJECT NO. 41352018809  
F.E.I.D. NO. F596000352018  
AMENDMENT NO. \_\_\_\_\_

**THIS AMENDMENT TO THE TRAFFIC SIGNAL AND MAINTENANCE AGREEMENT** ("Amendment") is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, by and between the STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION ("Department"), an agency of the State of Florida, and City of Lake City, ("Maintaining Agency").

**RECITALS**

WHEREAS, the Department and the Maintaining Agency on \_\_\_\_\_ entered into a Traffic Signal Maintenance and Compensation Agreement ("Agreement").

WHEREAS, the Parties have agreed to modify the Agreement on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants in this Amendment, the Agreement is amended as follows:

1. Exhibit A is amended, superseded and replaced in its entirety with the new Exhibit A that is attached to this Amendment.

IN WITNESS WHEREOF, the undersigned parties have executed this Amendment on the day, month and year set forth above.

City of Lake City, Florida  
(Maintaining Agency)

By: \_\_\_\_\_  
(Authorized Signature)

Print/Type Name: \_\_\_\_\_

Title: \_\_\_\_\_

**STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION**

By: \_\_\_\_\_  
(Authorized Signature)

Print/Type Name: James Hannigan

Title: District Traffic Operations Engineer

Legal Review: \_\_\_\_\_

**TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT****Reimbursement for Maintenance and Operation****Exhibit A****Compensation for Maintaining Traffic Signals and Devices for FY  
2022****Effective Date: from 07/01/2021 to 06/30/2022**  
**CITY OF LAKE CITY**

Intersection Location	Traffic Signals (TS)	Traffic Signal - Interconnected & monitored (IMTS)	Intersection Control Beacon (ICB)	Pedestrian Flashing Beacon (PFB)	Emergency Fire Dept. Signal (FDS)	Speed Activated Warning Display (SAWD) or Blank Out Sign (BOS)	Traffic Warning Beacon (TWB)	Travel Time Detector (TTD)	Uninterruptible Power Supplies (UPS)	Connected and Automated Vehicle Devices (CAVD)	Compensation Amount (using Unit Rates from Exhibit B)
SR10, (US90) at HOLIDAY INN/FLA. GATEWAY		\$5,139									\$5,139
SR10, (US90) at SR93, (I-75) NB RAMP		\$5,139									\$5,139
SR10, (US90) at NW RIDGEWOOD DR.		\$5,139									\$5,139
SR10, (US90) at COMMERCE BLVD.		\$5,139									\$5,139
SR10, (US90) at SR247, BRANDFORD HWY.		\$5,139									\$5,139

**TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT****Reimbursement for Maintenance and Operation****Exhibit A****Compensation for Maintaining Traffic Signals and Devices for FY  
2022****Effective Date: from 07/01/2021 to 06/30/2022**  
**CITY OF LAKE CITY**

Intersection Location	Traffic Signals (TS)	Traffic Signal - Interconnected & monitored (IMTS)	Intersection Control Beacon (ICB)	Pedestrian Flashing Beacon (PFB)	Emergency Fire Dept. Signal (FDS)	Speed Activated Warning Display (SAWD) or Blank Out Sign (BOS)	Traffic Warning Beacon (TWB)	Travel Time Detector (TTD)	Uninterruptible Power Supplies (UPS)	Connected and Automated Vehicle Devices (CAVD)	Compensation Amount (using Unit Rates from Exhibit B)
SR10, (US90) at LAKE CITY MALL ENT.		\$5,139									\$5,139
SR10, (US90) at REAL ROAD		\$5,139									\$5,139
SR10, (US90) at SR93, (I-75) SB RAMP		\$5,139									\$5,139
SR10, (US90) at BROOKSIDE DR.		\$5,139									\$5,139
SR10, (US90) at NE COMMONS BLVD/FAITH RD. (PUBLIX)		\$5,139									\$5,139

**TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT****Reimbursement for Maintenance and Operation**

<b>Exhibit A</b>											
<b>Compensation for Maintaining Traffic Signals and Devices for FY 2022</b>											
<b>Effective Date: from <u>07/01/2021</u> to <u>06/30/2022</u></b>											
<b>CITY OF LAKE CITY</b>											
Intersection Location	Traffic Signals (TS)	Traffic Signal - Interconnected & monitored (IMTS)	Intersection Control Beacon (ICB)	Pedestrian Flashing Beacon (PFB)	Emergency Fire Dept. Signal (FDS)	Speed Activated Warning Display (SAWD) or Blank Out Sign (BOS)	Traffic Warning Beacon (TWB)	Travel Time Detector (TTD)	Uninterruptible Power Supplies (UPS)	Connected and Automated Vehicle Devices (CAVD)	Compensation Amount (using Unit Rates from Exhibit B)
SR10, (US90) at BASCOM NORRIS DRIVE		\$5,139									\$5,139
SR10, (US90) DUVAL ST. at SE ERMINE ST.				\$717							\$717
SR10, (US90) DUVAL ST. at SW LAKE JEFFREY RD.(CR250/N.)		\$5,139									\$5,139
SR10, (US90) DUVAL ST. at SR25, (US41) MAIN BLVD.		\$5,139									\$5,139
SR10, (US90) DUVAL ST. at SR47/25A, (US441) MARION AVE.		\$5,139									\$5,139

**TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT****Reimbursement for Maintenance and Operation****Exhibit A****Compensation for Maintaining Traffic Signals and Devices for FY  
2022****Effective Date: from 07/01/2021 to 06/30/2022**  
**CITY OF LAKE CITY**

Intersection Location	Traffic Signals (TS)	Traffic Signal - Interconnected & monitored (IMTS)	Intersection Control Beacon (ICB)	Pedestrian Flashing Beacon (PFB)	Emergency Fire Dept. Signal (FDS)	Speed Activated Warning Display (SAWD) or Blank Out Sign (BOS)	Traffic Warning Beacon (TWB)	Travel Time Detector (TTD)	Uninterruptible Power Supplies (UPS)	Connected and Automated Vehicle Devices (CAVD)	Compensation Amount (using Unit Rates from Exhibit B)
SR10A, (US90A) BAYA DR. at SR25, (US41) MAIN BLVD.		\$5,139									\$5,139
SR10A, (US90A) BAYA DR. at MC FARLAND AVE.		\$5,139									\$5,139
SR10A, (US90A) BAYA DR. at ERMINE ST.				\$717							\$717
SR10A, (US90A) BAYA DR. at SR25A, MARION AVE.		\$5,139									\$5,139
SR10A, (US90A) BAYA DR. at ERMINE ST.		\$5,139									\$5,139

**TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT****Reimbursement for Maintenance and Operation****Exhibit A****Compensation for Maintaining Traffic Signals and Devices for FY  
2022****Effective Date: from 07/01/2021 to 06/30/2022**  
**CITY OF LAKE CITY**

Intersection Location	Traffic Signals (TS)	Traffic Signal - Interconnected & monitored (IMTS)	Intersection Control Beacon (ICB)	Pedestrian Flashing Beacon (PFB)	Emergency Fire Dept. Signal (FDS)	Speed Activated Warning Display (SAWD) or Blank Out Sign (BOS)	Traffic Warning Beacon (TWB)	Travel Time Detector (TTD)	Uninterruptible Power Supplies (UPS)	Connected and Automated Vehicle Devices (CAVD)	Compensation Amount (using Unit Rates from Exhibit B)
SR10A, (US90A) BAYA DR. at EB LAKE MONTGOMERY ENT.							\$360				\$360
SR10A, (US90A) BAYA DR. at SR10, (US90) WEST		\$5,139									\$5,139
SR25, (US41) MAIN BLVD. at ST. MARGARETS RD.	\$3,577										\$3,577
SR25, (US41) MAIN BLVD. at MALONE ST./BASCOM NORRIS DR.		\$5,139									\$5,139
SR25, (US41) MAIN BLVD. at SR47		\$5,139									\$5,139



**TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT****Reimbursement for Maintenance and Operation**

<b>Exhibit A</b>											
<b>Compensation for Maintaining Traffic Signals and Devices for FY 2022</b>											
<b>Effective Date: from 07/01/2021 to 06/30/2022</b>											
<b>CITY OF LAKE CITY</b>											
Intersection Location	Traffic Signals (TS)	Traffic Signal - Interconnected & monitored (IMTS)	Intersection Control Beacon (ICB)	Pedestrian Flashing Beacon (PFB)	Emergency Fire Dept. Signal (FDS)	Speed Activated Warning Display (SAWD) or Blank Out Sign (BOS)	Traffic Warning Beacon (TWB)	Travel Time Detector (TTD)	Uninterruptible Power Supplies (UPS)	Connected and Automated Vehicle Devices (CAVD)	Compensation Amount (using Unit Rates from Exhibit B)
SR25/100, (US41) MAIN BLVD. at NW LONG ST.		\$5,139									\$5,139
SR25A, (US41) MAIN BLVD. at NW MADISON ST.		\$5,139									\$5,139
SR25A/47, (US441) MARION AVE. at CR100A		\$5,139									\$5,139
SR47 at SW BASCOM NORRIS DR.		\$5,139									\$5,139
Total Lump Sum Amount*											\$133,846.00

\* Amount paid shall be the Total Lump Sum (*minus any retainage or forfeiture*).

**TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT****Reimbursement for Maintenance and Operation****Exhibit A****Compensation for Maintaining Traffic Signals and Devices for FY  
2022****Effective Date: from 07/01/2021 to 06/30/2022  
CITY OF LAKE CITY**

I certify that the above Traffic Signals and Devices will be maintained and operated in accordance with the requirements of the Traffic Signal Maintenance and Compensation Agreement. For satisfactory completion of all services detailed in this Agreement for this time period, the Department will pay the Maintaining Agency a Total Lump Sum (minus any retainage or forfeiture) of \$133,846.00

\_\_\_\_\_  
Maintaining Agency\_\_\_\_\_  
Date\_\_\_\_\_  
District Traffic Operations Engineer\_\_\_\_\_  
Date

**File Attachments for Item:**

15. City Council Resolution No. 2021-103 - A resolution of the City Council of the City of Lake City, Florida, authorizing Task Assignment Number Three to the continuing contract with GMUER Engineering, LLC, a Florida limited liability company, for the extension of a force main and water main to better serve the Cypress Lake Business Park; providing for a cost not-to-exceed \$15,000.00; and providing for an effective date.

MEETING DATE
July 06, 2021

# CITY OF LAKE CITY

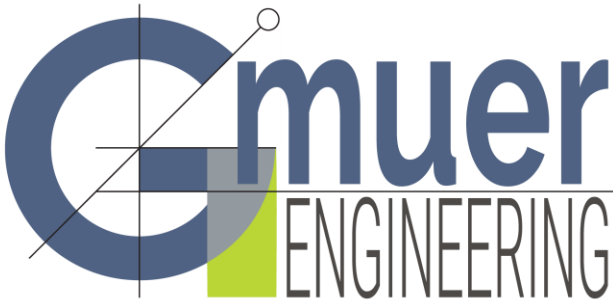
## Report to Council

COUNCIL AGENDA	
SECTION	
ITEM NO.	

**SUBJECT:** Gmuer Engineering for Mains on 90W

**DEPT / OFFICE:** Distribution & Collections

<b>Originator:</b> Brian Scott, Director of Distribution and Collections		
<b>City Manager</b> Joseph Helfenberger	<b>Department Director</b> Paul Dyal	<b>Date</b> 06-16-2021
<b>Recommended Action:</b> Approve Gmuer Engineering (Task Assignment #2) proposal for engineering of Orthopedic lift station, 8" force main and 12" water main on 90W to American Ln. (Not to exceed the amount of \$15,000.00)		
<b>Summary Explanation &amp; Background:</b> <p>The current 3" force main that services 90W from the orthopedic lift station is currently at full capacity from the ongoing new developments. Upgrading this force main to 8" will help to ensure that the amount of wastewater generated by future new development is accounted for. The 12" water main will be a loop line and provide a secondary feed in the area. This secondary feed keeps water on in areas that would otherwise be affected when shutting down a line for repairs.</p> <p>Gmuer Engineer will provide the following services:</p> <p><b>Design</b></p> <ul style="list-style-type: none"> <li>➤ Attend any required design meetings with the City and their Construction Supervisors</li> <li>➤ Collect GIS Data and City As-Built Mapping for the preparation of Schematic Utility Construction Plans</li> <li>➤ Prepare plans and design reports that meet the applicable code requirements of the reviewing agencies</li> </ul> <p><b>Permitting</b></p> <ul style="list-style-type: none"> <li>➤ Submit site permit applications to the reviewing agencies, respond to comments, and revise plans and reports</li> </ul> <p><b>Construction</b></p> <ul style="list-style-type: none"> <li>➤ Review as-built surveys completed by the city in relation to the utility construction plans.</li> <li>➤ Certify pressure and other material and construction testing as required by FDEP.</li> <li>➤ Certify bacteriological and other public safety testing (completed by a certified testing lab at the cost of the contractor and witnessed by the City) as required by FDEP.</li> <li>➤ Complete any required closeout documentation with the City and FDEP.</li> </ul>		
<b>Alternatives:</b> None.		
<b>Source of Funds:</b> 410.78.536-060.31		
<b>Financial Impact:</b> \$15,000.00		
<b>Exhibits Attached:</b> 1) Quote from Gmuer Engineering. 2) Task Assignment 2 from Gmuer Engineering		



2603 NW 13th St, Box 314  
Gainesville, FL 32609  
Ph. (352) 281-4928

gmuereng.com

June 10, 2021

Lake City Distribution/Collections – Brian Scott, Director  
692 SW Saint Margarets St, Lake City, FL, 32025

Re: US90 Sweetbreeze Dr Water and Force Main

Thank you for the opportunity to submit this proposal for professional services under the continuing services contract with Lake City. The project scope and services are listed below.

**Project understanding and scope:**

The Lake City Distribution/Collections Department (City / Owner) would like to extend a force main and water main to better serve the Cypress Lake Business Park. The proposed work is shown in the attached sketch provided by Lake City and generally consists of:

- Extend an 8" Force Main from the Existing Lift Station adjacent to the Rehabilitation Center of Lake City south to SW Executive Dr, East along SW Executive Dr to SW Sweetbreeze Dr, North along SW Sweetbreeze Dr to US 90, East along US90 with a directional bore crossing to the north side of US90, turning north to follow the east property line of PID 33-3S-16-02444-000 and turn east to follow the southern property line of that same parcel towards NW Turner Ave, and terminate the forcemain into an existing sewer manhole. The run of 8" will be approximately 3,200 linear ft of trench installed forcemain and approximately 400 linear feet of directional bore installed forcemain.
- Wet tap existing 12 inch water main in US90 and run north to follow the east property line of PID 33-3S-16-02444-000 and turn east to follow the southern property line of that same parcel towards NW Turner Ave and tie into an existing water valve. The run of 12" will be approximately 900 linear ft of trench installed watermain with an installed fire hydrant.

To facilitate the project, Gmuer Engineering, LLC (GmuerEng) will complete a sUAS (Drone) aerial of the project limits, develop a schematic utility plan, permit the right-of-way use permit with FDOT and Columbia County, permit the water improvements with FDEP, supply the schematic utility plans for construction, review record drawings and as-built surveys, and certify testing with FDEP. The services are more specifically outlined in the following sections.

**GmuerEng will provide the following services:**

Design

- Complete a sUAS Aerial and combine with GIS Data and City As-Built Mapping
- Prepare schematic utility plans that meet the applicable code requirements of the reviewing agencies
- Prepare a scaled site plan and section for the work and directional bore proposed within the US90 ROW

1 of 3

**Permitting**

- Submit permit applications to the reviewing agencies, respond to comments, and revise plans

**Bidding**

- Provide schematic utility plans to the City and answer bid questions from contractors via the City

**Construction**

- Perform site visits at the request of the City to resolve conflicts encountered in the field
- Issue verbal or written field orders or field orders with revised plans in response to requests for information
- Review record drawings kept by the contractor in relation to the utility construction plans
- Review as-built surveys completed by the contractor in relation to the utility construction plans
- Certify pressure and other material and construction testing and Certify bacteriological and other public safety testing (completed at the cost of the contractor and witnessed by the City) as required by FDEP
- Complete any required closeout documentation with the City and FDEP

**GmuerEng has not included the following services in this proposal:**

- Bid Administration with Contractors, Construction Management, or regular Construction Monitoring
- Boundary, Tree, ROW, Topographic Survey
- Public Utility Easement Preparation or Review
- Tree Removal Permits or any associated plans
- Pump or Pump Control Modifications to the existing Lift Station

**Owner shall furnish the following to GmuerEng:**

- Public Utility Easements that enable the routing of these properties through the intended private properties.
- Details concerning any and all expectations of the interested stakeholders such as the Rehabilitation Center or the Owner of the private properties being traversed.

**Owner shall contract separately for the following services:**

- Construction Survey Staking of any applicable right-of-way, property lines, easements, entitlements, etc.
- It is assumed that the City as the utility owner has the qualified staff necessary to adequately monitor the project throughout construction and witness the final testing required by the reviewing agencies

**Other conditions of this proposal:**

- Design parameters provided by GmuerEng are approximate and the City is responsible for the resulting costs
- The following costs will be billed as direct reimbursable to the City:
  - All printing, shipping, and materials costs for submittals, response to comments, etc.
  - All travel expenses for locations outside of Columbia and Alachua County, FL
- City is responsible for supplying all permitting fees, impact fees, connection fees, etc.
- Additional services may be required for changes made after reviewing agency approval.

**Schedule:** The following schedule is referenced to the issuance of a Notice to Proceed (NTP)

3-4 Weeks from NTP: Drone Flight, Base Map Creation, and Draft Utility Layout

8 Weeks from NTP: Waiting for comments from Lake City Distribution/Collections

12 Weeks from NTP: Submittals to FDEP and Columbia County Public Works

16 Weeks from NTP: Receive and Respond to Review Comments

20 Weeks from NTP: Anticipated Issuance of Permits and Start of Construction

**Fee:** To be invoiced in portions based upon Engineer's estimate of services completed. Each task fee below.

<b>\$600</b>	sUAS Aerial and Base Map Creation
<b>\$5,400</b>	Utility Plan Design
<b>\$3,500</b>	Permitting with FDOT
<b>\$1,500</b>	Permitting with FDEP and Columbia County
<b>\$1,000</b>	Bidding
<b><u>\$3,000</u></b>	<u>Construction Services</u>
<b>\$15,000</b>	<b>TOTAL</b>

Sincerely,

Gmuer Engineering, LLC  
Christopher A Gmuer, PE  
President



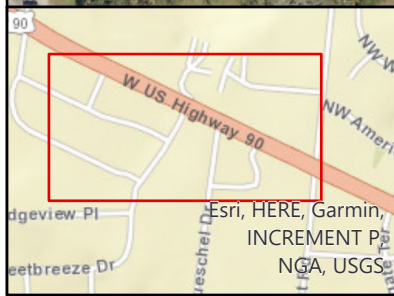
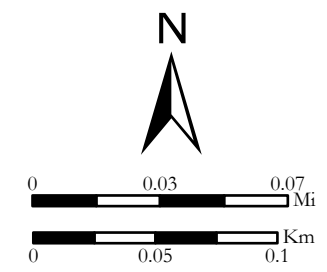




# Proposed Water and Sewer

2021

- Man Hole
- Fire Hydrant
- Water Main
- Gas Main
- Force Main
- AT&T
- Proposed Force Main
- Proposed Water Main
- Sewer Network Structures





THIS IS AN AGREEMENT effective as of **June 10, 2021** ("Effective Date") between **City of Lake City, Florida** ("Owner") and **Gmuer Engineering, LLC** ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows: **US90 Sweetbreeze Dr Water and Force Main** ("Project").

Engineer's services under this Agreement are generally identified as follows: **Proposal dated June 10, 2021 regarding the US90 Sweetbreeze Dr Water and Force Main** ("Services") with a fee **Not to Exceed \$15,000**.

Owner and Engineer further agree as follows:

#### 1.01 Basic Agreement and Period of Service

- A. Engineer shall provide or furnish the Services set forth in this Agreement. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above ("Additional Services").
- B. Engineer shall complete its Services within the following specific time period: **Dependent on the timing of information supplied by the Owner and Project design consultants, permitting schedules, and final information required for completion of deliverables.** If no specific time period is indicated, Engineer shall complete its Services within a reasonable period of time.
- C. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's Services is impaired, or Engineer's Services are delayed or suspended, then the time for completion of Engineer's Services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.

#### 2.01 Payment Procedures

- A. **Invoices:** Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for Services, Additional Services, and expenses within 30 days after receipt of Engineer's invoice, then (1) the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day, and (2) in addition Engineer may, after giving seven days written notice to Owner, suspend Services under this Agreement until Engineer has been paid in full all amounts due for Services, Additional Services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- B. **Payment:** As compensation for Engineer providing or furnishing Services and Additional Services, Owner shall pay Engineer as set forth in Paragraphs 2.01, 2.02 (Services), and 2.03 (Additional Services). If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.

#### 2.02 Basis of Payment—Lump Sum

- A. Owner shall pay Engineer for Services as follows:
  1. A Lump Sum amount as outlined in the Services.
  2. In addition to the Lump Sum amount, reimbursement for the expenses outlined in the Services.
- B. The portion of the compensation amount billed monthly for Engineer's Services will be based upon Engineer's estimate of the percentage of the total Services actually completed during the billing period.

2.03 **Additional Services:** For Additional Services, Owner shall pay Engineer an amount equal to the cumulative hours charged in providing the Additional Services by each class of Engineer's employees, times standard hourly rates for each applicable billing class; plus reimbursement of expenses incurred in connection with providing the Additional Services and Engineer's consultants' charges, if any. Engineer's standard hourly rates are attached as Appendix 1.

#### 3.01 Termination

- A. The obligation to continue performance under this Agreement may be terminated:
  1. For cause,
    - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Engineer for its services is a substantial failure to perform and a basis for termination.
    - b. By Engineer:

- 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
- 2) upon seven days written notice if the Engineer's Services are delayed for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 5.01.I.

- c. Engineer shall have no liability to Owner on account of a termination for cause by Engineer.
- d. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon Engineer's receipt of written notice from Owner.

B. In the event of any termination under Paragraph 3.01, Engineer will be entitled to invoice Owner and to receive full payment for all Services and Additional Services performed or furnished in accordance with this Agreement, plus reimbursement of expenses incurred through the effective date of termination in connection with providing the Services and Additional Services, and Engineer's consultants' charges, if any.

#### 4.01 Successors, Assigns, and Beneficiaries

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 4.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

#### 5.01 General Considerations

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer. Subject to the foregoing standard of care, Engineer and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- B. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Constructor to comply with laws and regulations applicable to such Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- C. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform its work.
- D. Engineer's opinions (if any) of probable construction cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors,

methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by Engineer. If Owner requires greater assurance as to probable construction cost, then Owner agrees to obtain an independent cost estimate.

E. Engineer shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents other than those made by Engineer or its consultants.

F. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Owner shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all Services and Additional Services relating to preparation of the documents and subject to the following limitations:

1. Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer;
2. any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and consultants;
3. Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and
4. such limited license to Owner shall not create any rights in third parties.

G. Owner and Engineer may transmit, and shall accept, Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.

H. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to **\$50,000** or the total amount of compensation received by Engineer, whichever is greater.

I. The parties acknowledge that Engineer's Services do not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an unknown or undisclosed Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Project affected thereby until such portion of the Project is no longer affected, or terminate this Agreement for cause if it is not practical to continue providing Services.

J. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in

resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law. **Owner and Engineer agree that any actions arising out of or related to this Agreement shall only be brought in a court of competent jurisdiction located in Alachua County, FL.**

K. This Agreement is to be governed by the law of the state in which the Project is located.

L. Engineer's Services and Additional Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements; or (4) providing legal advice or representation.

**M. PURSUANT TO § 558.0035 FLORIDA STATUTES, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.**

**6.01 Total Agreement**

A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

**Definitions**

B. **Constructor**—Any person or entity (not including the Engineer, its employees, agents, representatives, and consultants), performing or supporting construction activities relating to the Project, including but not limited to contractors, subcontractors, suppliers, Owner's work forces, utility companies, construction managers, testing firms, shippers, and trucks, and the employees, agents, and representatives of any or all of them.

C. **Constituent of Concern**—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

**Attachments:** Appendix 1, Gmuere Engineering, LLC Standard Hourly Rates for 2021

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner: City of Lake City, Florida

Engineer: Gmuere Engineering, LLC

By: \_\_\_\_\_

By:  \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: Christopher A. Gmuere, PE

Title: \_\_\_\_\_ Date Signed: \_\_\_\_\_

Title: President Date Signed: June 10, 2021

Address for Owner's receipt of notices:

Engineer License Number: 71599

Address for Engineer's receipt of notices:

Email: \_\_\_\_\_ -and/or- \_\_\_\_\_

chrisg@gmuereeng.com -and/or- \_\_\_\_\_

\_\_\_\_\_

2603 NW 13th Street, Box 314

\_\_\_\_\_

Gainesville, FL 32609

This is **Appendix 1, Gmuer Engineering, LLC Standard Hourly Rates for 2021**, referred to in and part of the Short Form of Agreement between Owner and Engineer for Professional Services.

### **Engineer's Standard Hourly Rates**

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A. *Standard Hourly Rates:*

1. Standard Hourly Rates are set forth in this Appendix 1 and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
2. The Standard Hourly Rates apply only as specified in Paragraphs 2.01, 2.02, and 2.03, and are subject to annual review and adjustment.

B. *Schedule of Hourly Rates:*

<b>Billing Class</b>	<b>Rate</b>
Principal Professional Engineer	\$ 195/hour
Senior Professional Engineer	\$ 170/hour
Professional Engineer	\$ 135/hour
Staff Engineer	\$ 95/hour
Senior CAD Designer	\$ 110/hour
CAD Designer	\$ 75/hour
CAD Assistant	\$ 50/hour
Senior Project Manager	\$ 100/hour
Project Manager	\$ 75/hour
Project Assistant	\$ 50/hour
Senior Planner	\$ 150/hour
Planner	\$ 100/hour
Planning Assistant	\$ 50/hour
Staff Assistant	\$ 40/hour

**CITY COUNCIL RESOLUTION NO. 2021-103**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AUTHORIZING TASK ASSIGNMENT NUMBER THREE TO THE CONTINUING CONTRACT WITH GMUER ENGINEERING, LLC, A FLORIDA LIMITED LIABILITY COMPANY, FOR THE EXTENSION OF A FORCE MAIN AND WATER MAIN TO BETTER SERVE THE CYPRESS LAKE BUSINESS PARK; PROVIDING FOR A COST NOT-TO-EXCEED \$15,000.00; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Lake City, Florida (hereinafter the “City”) entered into a Continuing Contract for Professional Services with Gmuer Engineering, LLC (hereinafter “Gmuer”), as authorized by City Council Resolution No. 2019-025 with respect to engineering and consulting services for City projects; and

**WHEREAS**, the Continuing Contract provides that Gmuer shall perform services to the City only when requested and authorized in writing by the City, and that each request for services shall be for a specific project with the scope of the work to be defined by and embodied in a separate Task Assignment; and

**WHEREAS**, the City Council desires to enter into Task Assignment Number Three to its Continuing Contract with Gmuer for the extension of a force main and water main to better serve the Cypress Lake Business Park in accordance with the terms and conditions of Task Assignment Number Three, a copy of which is attached hereto as “Exhibit A” and made a part of this resolution and the Continuing Contract.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AS FOLLOWS:**

**Section 1.** The above recitals are all true and accurate and are made a part of this resolution.

**Section 2.** The City Council hereby authorizes the execution of Task Assignment Number Three with Gmuer for the professional services.

**Section 3.** The City Manager and City Attorney are authorized to make such reasonable changes and modifications to Task Assignment Number Three as may be deemed necessary to be in the best interest of the City and its citizens. The Mayor is authorized and directed to execute and deliver Task Assignment Number Three in the name and on behalf of the City, with such changes, amendments, modifications, omissions, and additions made by the City Manager and City Attorney, if any. Execution by the Mayor and Gmuer shall be deemed to be conclusive evidence of approval of such changes, amendments, modifications, omissions, and additions, if any.

**PASSED AND ADOPTED** at a meeting of the City Council on this \_\_\_\_ day of July 2021.

**CITY OF LAKE CITY, FLORIDA**

By: \_\_\_\_\_  
Stephen M. Witt, Mayor

ATTEST:

APPROVED AS TO FORM AND  
LEGALITY:

By: \_\_\_\_\_  
Audrey E. Sikes, City Clerk

By: \_\_\_\_\_  
Frederick L. Koberlein, Jr.,  
City Attorney

## **EXHIBIT A**

### **TASK ASSIGNMENT THREE TO THE CONTINUING CONTRACT BETWEEN THE CITY OF LAKE CITY, FLORIDA AND GMUER ENGINEERING, LLC, FOR PROFESSIONAL SERVICES RELATED TO ENGINEERING AND CONSULTING.**

THIS TASK ASSIGNMENT NUMBER THREE is made and entered into this \_\_\_\_ day of July 2021, by and between the CITY OF LAKE CITY, FLORIDA, a municipal corporation, located at 205 North Marion Avenue, Lake City, Florida 32055 (hereinafter referred to as the "City") and GMUER ENGINEERING, LLC, a Florida limited liability company, having a mailing address of 1135 NW 23<sup>rd</sup> Ave, Suite G, Gainesville, Florida 32609 (hereinafter referred to as "Consultant").

#### **RECITALS**

A. City and Consultant have heretofore entered into a Continuing Contract for professional services as authorized by City Council Resolution No. 2019-025 (the "Continuing Contract").

B. The Continuing Contract provides that Consultant shall perform services to the City only when requested to and authorized in writing by City and that each request for services shall be for a specific project, with the scope of the work to be performed by and compensation to be paid to Consultant for each separate project and be defined by and embodied in a separate Task Assignment.

C. The City desires to extend a force main and water main to better serve the Cypress Lake Business Park, and desires to enter into Task Assignment Three with Consultant for such services pursuant to the terms and conditions contained in Consultant's seven-page proposal dated June 10, 2021 (hereinafter

“Agreement”), a copy of which is attached as "Exhibit A".

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. **RECITALS**: The above recitals are all true and accurate and are incorporated herein and made a part of Task Assignment Three.
2. **PROJECT**: The City hereby engages Consultant and Consultant agrees to furnish to the City the services and work as set forth in the Agreement, a copy of such being attached hereto.
3. **COMPENSATION TO CONSULTANT**: City shall pay Consultant a fee for each of the six (6) services listed in the section titled “Fee” of the Agreement and the total projected cost of the project shall not exceed \$15,000.00. Consultant shall invoice the City in accordance with the terms and conditions included in the Continuing Contract and in no event more than once per calendar month and said fees shall equal a percentage of the completed work. Should a conflict in the terms and conditions arise the Continuing Contract shall be controlling.
4. **PROVISIONS OF CONTINUING CONTRACT**: The terms, provisions, conditions, obligations, and requirements of the Continuing Contract are incorporated in and made a part of this Task Assignment and shall be binding on, and complied with by, Consultant.
5. **ATTORNEYS' FEES AND COSTS**. In the event of breach by either party of the Continuing Contract or Task Assignment, the breaching party shall be liable for, and agrees to pay, all costs and expenses incurred in the enforcement of this Continuing Contract or Task Assignment Three, including

reasonable attorneys' fees.

6. **E-VERIFY**: As a condition precedent to entering into this Contract, and in compliance with Section 448.095, Fla. Stat., Contractor and its subcontractors shall, register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021.

a. Contractor shall require each of its subcontractors to provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this Contract.

b. The City, Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity.

c. The City, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but Contractor otherwise complied, shall promptly notify Contractor and Contractor shall immediately terminate the contract with the subcontractor.

d. A termination of this Contract under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. Contractor acknowledges that upon termination of this Contract by the City for a violation of this section by Contractor, Contractor



may not be awarded a public contract for at least one (1) year. Contractor further acknowledges that Contractor is liable for any additional costs incurred by the City as a result of termination of any contract for a violation of this section.

e. Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the subcontractors to include these clauses in any lower-tier subcontracts. Contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the clauses set forth in this section.

7. **ENTIRE AGREEMENT**. This Task Assignment Three and the Continuing Contract constitute the entire agreement between City and Consultant and supersedes all prior written or oral understandings with respect to the project. Should any of the provisions of this Task Assignment and the Continuing Contract conflict with the provisions of the attachments hereto, the provisions of this Task Assignment and the Continuing Contract shall control. This Task Assignment Three may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

8. **PARTIES BOUND**. This Task Assignment Number Three shall be binding upon and shall inure to the benefit of City and Consultant, their successors and assigns.

*[Remainder of this page left blank intentionally. Signature page to follow.]*

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Task Assignment Number Three as of the day and year first above written.

**CITY OF LAKE CITY, FLORIDA**

By: \_\_\_\_\_  
Stephen M. Witt, Mayor

ATTEST:

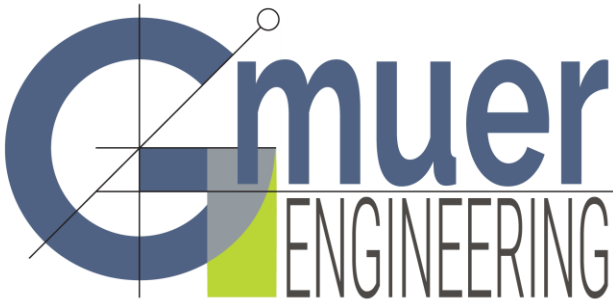
APPROVED AS TO FORM AND  
LEGALITY:

By: \_\_\_\_\_  
Audrey E. Sikes, City Clerk

By: \_\_\_\_\_  
Frederick L. Koberlein, Jr.,  
City Attorney

**GMUER ENGINEERING, LLC**

By: \_\_\_\_\_  
Christopher A Gmuer  
Authorized Member - President



2603 NW 13th St, Box 314  
Gainesville, FL 32609  
Ph. (352) 281-4928

gmuereng.com

June 10, 2021

Lake City Distribution/Collections – Brian Scott, Director  
692 SW Saint Margarets St, Lake City, FL, 32025

Re: US90 Sweetbreeze Dr Water and Force Main

Thank you for the opportunity to submit this proposal for professional services under the continuing services contract with Lake City. The project scope and services are listed below.

**Project understanding and scope:**

The Lake City Distribution/Collections Department (City / Owner) would like to extend a force main and water main to better serve the Cypress Lake Business Park. The proposed work is shown in the attached sketch provided by Lake City and generally consists of:

- Extend an 8" Force Main from the Existing Lift Station adjacent to the Rehabilitation Center of Lake City south to SW Executive Dr, East along SW Executive Dr to SW Sweetbreeze Dr, North along SW Sweetbreeze Dr to US 90, East along US90 with a directional bore crossing to the north side of US90, turning north to follow the east property line of PID 33-3S-16-02444-000 and turn east to follow the southern property line of that same parcel towards NW Turner Ave, and terminate the forcemain into an existing sewer manhole. The run of 8" will be approximately 3,200 linear ft of trench installed forcemain and approximately 400 linear feet of directional bore installed forcemain.
- Wet tap existing 12 inch water main in US90 and run north to follow the east property line of PID 33-3S-16-02444-000 and turn east to follow the southern property line of that same parcel towards NW Turner Ave and tie into an existing water valve. The run of 12" will be approximately 900 linear ft of trench installed watermain with an installed fire hydrant.

To facilitate the project, Gmuer Engineering, LLC (GmuerEng) will complete a sUAS (Drone) aerial of the project limits, develop a schematic utility plan, permit the right-of-way use permit with FDOT and Columbia County, permit the water improvements with FDEP, supply the schematic utility plans for construction, review record drawings and as-built surveys, and certify testing with FDEP. The services are more specifically outlined in the following sections.

**GmuerEng will provide the following services:**

Design

- Complete a sUAS Aerial and combine with GIS Data and City As-Built Mapping
- Prepare schematic utility plans that meet the applicable code requirements of the reviewing agencies
- Prepare a scaled site plan and section for the work and directional bore proposed within the US90 ROW

1 of 3

**Permitting**

- Submit permit applications to the reviewing agencies, respond to comments, and revise plans

**Bidding**

- Provide schematic utility plans to the City and answer bid questions from contractors via the City

**Construction**

- Perform site visits at the request of the City to resolve conflicts encountered in the field
- Issue verbal or written field orders or field orders with revised plans in response to requests for information
- Review record drawings kept by the contractor in relation to the utility construction plans
- Review as-built surveys completed by the contractor in relation to the utility construction plans
- Certify pressure and other material and construction testing and Certify bacteriological and other public safety testing (completed at the cost of the contractor and witnessed by the City) as required by FDEP
- Complete any required closeout documentation with the City and FDEP

**GmuerEng has not included the following services in this proposal:**

- Bid Administration with Contractors, Construction Management, or regular Construction Monitoring
- Boundary, Tree, ROW, Topographic Survey
- Public Utility Easement Preparation or Review
- Tree Removal Permits or any associated plans
- Pump or Pump Control Modifications to the existing Lift Station

**Owner shall furnish the following to GmuerEng:**

- Public Utility Easements that enable the routing of these properties through the intended private properties.
- Details concerning any and all expectations of the interested stakeholders such as the Rehabilitation Center or the Owner of the private properties being traversed.

**Owner shall contract separately for the following services:**

- Construction Survey Staking of any applicable right-of-way, property lines, easements, entitlements, etc.
- It is assumed that the City as the utility owner has the qualified staff necessary to adequately monitor the project throughout construction and witness the final testing required by the reviewing agencies

**Other conditions of this proposal:**

- Design parameters provided by GmuerEng are approximate and the City is responsible for the resulting costs
- The following costs will be billed as direct reimbursable to the City:
  - All printing, shipping, and materials costs for submittals, response to comments, etc.
  - All travel expenses for locations outside of Columbia and Alachua County, FL
- City is responsible for supplying all permitting fees, impact fees, connection fees, etc.
- Additional services may be required for changes made after reviewing agency approval.

**Schedule:** The following schedule is referenced to the issuance of a Notice to Proceed (NTP)

3-4 Weeks from NTP: Drone Flight, Base Map Creation, and Draft Utility Layout

8 Weeks from NTP: Waiting for comments from Lake City Distribution/Collections

12 Weeks from NTP: Submittals to FDEP and Columbia County Public Works

16 Weeks from NTP: Receive and Respond to Review Comments

20 Weeks from NTP: Anticipated Issuance of Permits and Start of Construction

**Fee:** To be invoiced in portions based upon Engineer's estimate of services completed. Each task fee below.

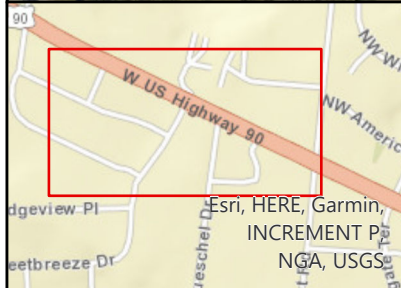
<b>\$600</b>	sUAS Aerial and Base Map Creation
<b>\$5,400</b>	Utility Plan Design
<b>\$3,500</b>	Permitting with FDOT
<b>\$1,500</b>	Permitting with FDEP and Columbia County
<b>\$1,000</b>	Bidding
<b><u>\$3,000</u></b>	<u>Construction Services</u>
<b>\$15,000</b>	<b>TOTAL</b>

Sincerely,

Gmuer Engineering, LLC  
Christopher A Gmuer, PE  
President



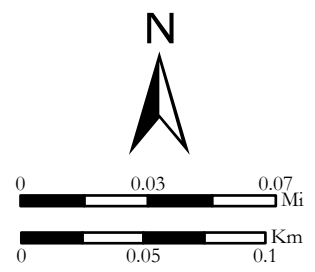




# Proposed Water and Sewer

2021

- |              |            |                          |
|--------------|------------|--------------------------|
| Man Hole     | Gas Main   | Proposed Force Main      |
| Fire Hydrant | Force Main | Proposed Water Main      |
| Water Main   | AT&T       | Sewer Network Structures |





THIS IS AN AGREEMENT effective as of **June 10, 2021** ("Effective Date") between **City of Lake City, Florida** ("Owner") and **Gmuer Engineering, LLC** ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows: **US90 Sweetbreeze Dr Water and Force Main** ("Project").

Engineer's services under this Agreement are generally identified as follows: **Proposal dated June 10, 2021 regarding the US90 Sweetbreeze Dr Water and Force Main** ("Services") with a fee **Not to Exceed \$15,000**.

Owner and Engineer further agree as follows:

#### 1.01 Basic Agreement and Period of Service

- A. Engineer shall provide or furnish the Services set forth in this Agreement. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above ("Additional Services").
- B. Engineer shall complete its Services within the following specific time period: **Dependent on the timing of information supplied by the Owner and Project design consultants, permitting schedules, and final information required for completion of deliverables.** If no specific time period is indicated, Engineer shall complete its Services within a reasonable period of time.
- C. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's Services is impaired, or Engineer's Services are delayed or suspended, then the time for completion of Engineer's Services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.

#### 2.01 Payment Procedures

- A. **Invoices:** Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for Services, Additional Services, and expenses within 30 days after receipt of Engineer's invoice, then (1) the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day, and (2) in addition Engineer may, after giving seven days written notice to Owner, suspend Services under this Agreement until Engineer has been paid in full all amounts due for Services, Additional Services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- B. **Payment:** As compensation for Engineer providing or furnishing Services and Additional Services, Owner shall pay Engineer as set forth in Paragraphs 2.01, 2.02 (Services), and 2.03 (Additional Services). If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.

#### 2.02 Basis of Payment—Lump Sum

- A. Owner shall pay Engineer for Services as follows:
  1. A Lump Sum amount as outlined in the Services.
  2. In addition to the Lump Sum amount, reimbursement for the expenses outlined in the Services.
- B. The portion of the compensation amount billed monthly for Engineer's Services will be based upon Engineer's estimate of the percentage of the total Services actually completed during the billing period.

2.03 **Additional Services:** For Additional Services, Owner shall pay Engineer an amount equal to the cumulative hours charged in providing the Additional Services by each class of Engineer's employees, times standard hourly rates for each applicable billing class; plus reimbursement of expenses incurred in connection with providing the Additional Services and Engineer's consultants' charges, if any. Engineer's standard hourly rates are attached as Appendix 1.

#### 3.01 Termination

- A. The obligation to continue performance under this Agreement may be terminated:
  1. For cause,
    - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Engineer for its services is a substantial failure to perform and a basis for termination.
    - b. By Engineer:

- 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
- 2) upon seven days written notice if the Engineer's Services are delayed for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 5.01.I.

- c. Engineer shall have no liability to Owner on account of a termination for cause by Engineer.
- d. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon Engineer's receipt of written notice from Owner.

B. In the event of any termination under Paragraph 3.01, Engineer will be entitled to invoice Owner and to receive full payment for all Services and Additional Services performed or furnished in accordance with this Agreement, plus reimbursement of expenses incurred through the effective date of termination in connection with providing the Services and Additional Services, and Engineer's consultants' charges, if any.

#### 4.01 Successors, Assigns, and Beneficiaries

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 4.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

#### 5.01 General Considerations

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer. Subject to the foregoing standard of care, Engineer and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- B. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Constructor to comply with laws and regulations applicable to such Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- C. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform its work.
- D. Engineer's opinions (if any) of probable construction cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors,

methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by Engineer. If Owner requires greater assurance as to probable construction cost, then Owner agrees to obtain an independent cost estimate.

- E. Engineer shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents other than those made by Engineer or its consultants.
- F. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Owner shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all Services and Additional Services relating to preparation of the documents and subject to the following limitations:
1. Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer;
  2. any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and consultants;
  3. Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and
  4. such limited license to Owner shall not create any rights in third parties.
- G. Owner and Engineer may transmit, and shall accept, Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
- H. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to **\$50,000** or the total amount of compensation received by Engineer, whichever is greater.
- I. The parties acknowledge that Engineer's Services do not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an unknown or undisclosed Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Project affected thereby until such portion of the Project is no longer affected, or terminate this Agreement for cause if it is not practical to continue providing Services.
- J. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in

resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law. **Owner and Engineer agree that any actions arising out of or related to this Agreement shall only be brought in a court of competent jurisdiction located in Alachua County, FL.**

- K. This Agreement is to be governed by the law of the state in which the Project is located.
- L. Engineer's Services and Additional Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements; or (4) providing legal advice or representation.

**M. PURSUANT TO § 558.0035 FLORIDA STATUTES, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.**

**6.01 Total Agreement**

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

**Definitions**

- B. **Constructor**—Any person or entity (not including the Engineer, its employees, agents, representatives, and consultants), performing or supporting construction activities relating to the Project, including but not limited to contractors, subcontractors, suppliers, Owner's work forces, utility companies, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
- C. **Constituent of Concern**—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

**Attachments:** Appendix 1, Gmuere Engineering, LLC Standard Hourly Rates for 2021

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner: City of Lake City, Florida

Engineer: Gmuere Engineering, LLC

By: \_\_\_\_\_

By:  \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: Christopher A. Gmuere, PE

Title: \_\_\_\_\_ Date Signed: \_\_\_\_\_

Title: President Date Signed: June 10, 2021

Address for Owner's receipt of notices:

Engineer License Number: 71599

Address for Engineer's receipt of notices:

Email: \_\_\_\_\_ -and/or- \_\_\_\_\_

chrisg@gmuereeng.com -and/or- \_\_\_\_\_

\_\_\_\_\_

2603 NW 13th Street, Box 314

\_\_\_\_\_

Gainesville, FL 32609



This is **Appendix 1, Gmuer Engineering, LLC Standard Hourly Rates for 2021**, referred to in and part of the Short Form of Agreement between Owner and Engineer for Professional Services.

### **Engineer's Standard Hourly Rates**

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A. *Standard Hourly Rates:*

1. Standard Hourly Rates are set forth in this Appendix 1 and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
2. The Standard Hourly Rates apply only as specified in Paragraphs 2.01, 2.02, and 2.03, and are subject to annual review and adjustment.

B. *Schedule of Hourly Rates:*

<b>Billing Class</b>	<b>Rate</b>
Principal Professional Engineer	\$ 195/hour
Senior Professional Engineer	\$ 170/hour
Professional Engineer	\$ 135/hour
Staff Engineer	\$ 95/hour
Senior CAD Designer	\$ 110/hour
CAD Designer	\$ 75/hour
CAD Assistant	\$ 50/hour
Senior Project Manager	\$ 100/hour
Project Manager	\$ 75/hour
Project Assistant	\$ 50/hour
Senior Planner	\$ 150/hour
Planner	\$ 100/hour
Planning Assistant	\$ 50/hour
Staff Assistant	\$ 40/hour

**File Attachments for Item:**

16. City Council Resolution No. 2021-104 - A resolution of the City Council of the City of Lake City, Florida, ratifying the Mayor's extension of the State of Emergency arising from the Covid-19 Public Health Emergency.

**CITY COUNCIL RESOLUTION NO. 2021-104**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
LAKE CITY, FLORIDA, RATIFYING THE MAYOR'S  
EXTENSION OF THE STATE OF EMERGENCY ARISING  
FROM THE COVID-19 PUBLIC HEALTH EMERGENCY.**

**WHEREAS**, Novel Coronavirus Disease 2019 (COVID-19) is a severe acute respiratory illness that can spread among humans through respiratory transmission and presents with symptoms similar to those of influenza; and

**WHEREAS**, on March 1, 2020, the Governor issued Executive Order number 20-51 directing the Florida Department of Health to issue a Public Health Emergency; and

**WHEREAS**, on April 3, 2020, the Governor issued Executive Order 20-91 and Executive Order 20-92 directing all persons in Florida to limit their movements and personal interactions outside of their home only to those necessary to obtain or provide essential services or conduct essential activities; and

**WHEREAS**, on April 29, 2020, the Governor issued Executive Order 20-112 initiating "Phase 1: Safe. Smart. Step-by-Step. Plan for Florida's Recovery"; and

**WHEREAS**, on May 8, 2020, the Governor issued Executive Order 20-114 extending the statewide state of emergency until July 7, 2020; and

**WHEREAS**, on June 5, 2020, the Governor's Executive Order 20-139 initiated "Phase 2: Safe. Smart. Step-by-Step. Plan for Florida's Recovery" and extended the exceptions provided for in Executive Order 20-69, relating to local government meetings, until June 30, 2020; and

**WHEREAS**, on July 7, 2020, the Governor issued Executive Order 20-166 extending the statewide state of emergency, as well as those exceptions provided for in Executive Order 20-69, until September 5, 2020; and

**WHEREAS**, on July 29, 2020, the Governor issued Executive Order 20-179 amending order 20-69 creating statutory exceptions related to budget hearings and extending the statewide state of emergency until September 1, 2020; and

**WHEREAS**, on August 7, 2020, the Governor issued Executive Order 20-193 extending the statewide state of emergency, as well as those exceptions provided for in Executive Order 20-69, until October 1, 2020; and

**WHEREAS**, on September 4, 2020, the Governor issued Executive Order 20-213 extending the statewide state of emergency, as well as those exceptions provided for in Executive Order 20-52; and

**WHEREAS**, on September 30, 2020, the Governor issued Executive Order 20-246 extending the statewide state of emergency, as well as those exceptions provided for in Executive Order 20-69; and

**WHEREAS**, on November 3, 2020, the Governor issued Executive Order 20-276 extending the statewide state of emergency until January 2, 2021; and

**WHEREAS**, on December 29, 2020, the Governor issued Executive Order 20-316 extending the statewide state of emergency until February 27, 2021; and

**WHEREAS**, on February 26, 2021, the Governor issued Executive Order 21-45 extending the statewide state of emergency until April 27, 2021; and

**WHEREAS**, on April 27, 2021, the Governor issued Executive Order 21-94 extending the statewide state of emergency until 12:01 a.m. on June 26, 2021; and

**WHEREAS**, the CDC continues to recommend community preparedness and everyday prevention measures be taken by all individuals and families in the United States; and

**WHEREAS**, pursuant to City Council Resolution 2020-45 the Mayor is authorized to extend the City's state of emergency related to COVID-19, and the Mayor has issued his Proclamation extending the current state of emergency, copies of which are attached hereto as "Exhibit A, B and C"; and

**WHEREAS**, the City Council, in order to protect the welfare and safety of the citizens of the City and their property, finds it necessary to ratify the Mayor's extension of the state of emergency proclaimed by the Mayor.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AS FOLLOWS:**

**Section 1.** The above recitals are all true and accurate and are incorporated herein and made a part of this resolution.

**Section 2.** The City Council ratifies and extends the state of emergency declared pursuant to the Mayor's Proclamations as well the provisions included in City Council Resolution 2020-033.

**Section 3.** This resolution shall be effective immediately upon adoption.

**PASSED AND ADOPTED** at a meeting of the City Council this \_\_\_\_ day of July 2021.

**CITY OF LAKE CITY, FLORIDA**

By: \_\_\_\_\_  
Stephen M. Witt, Mayor

ATTEST:

APPROVED AS TO FORM AND  
LEGALITY:

By: \_\_\_\_\_  
Audrey E. Sikes, City Clerk

By: \_\_\_\_\_  
Frederick L. Koberlein, Jr.,  
City Attorney



# Proclamation

## STATE OF EMERGENCY EXTENSION COVID-19

- WHEREAS,** *COVID-19 continues to pose an imminent health hazard and an increased risk of infection to residents of the County and healthcare, first responders, and emergency medical service workers caring for patients with COVID-19; and*
- WHEREAS,** *COVID-19 is spread amongst the population by various means of exposure, including the propensity to spread person to person and the propensity to attach to surfaces for prolonged periods of time, thereby spreading from surface to person and causing increased infections to persons; and*
- WHEREAS,** *public health experts have consistently recommended avoiding close physical interaction between person in order to slow the spread of COVID-19, and the CDC has updated and further restricted its distancing guidelines; and*
- WHEREAS,** *on April 16, 2020, the White House and Centers for Disease Control and Prevention ("CDC") released Guidelines for Opening Up America Again, a three-phased approach based on the advice of public health experts; and*
- WHEREAS,** *data collected by the State Department of Health indicates a flattening of the curve of COVID-19 reported cases, including a downward trajectory of hospital visits for influenza like illnesses and COVID-19 like syndromic cases, a decrease in percent-positive test results, and an increase in hospital capacity since March 1, 2020; and*
- WHEREAS,** *City Council Resolution 2020-045 extended the state of emergency and vested the authority to extend the state of emergency in the Mayor; and*
- WHEREAS,** *this Proclamation is issued to extend the state of emergency for seven (7) days effective June 22, 2021.*

**NOW, THEREFORE, I, Stephen M. Witt, Mayor of the City of Lake City, Florida, do hereby extend the State of Emergency due to the COVID-19 health concerns for an additional seven (7) days effective June 22, 2021.**



Seal of the City of Lake City  
State of Florida

*In witness whereof, I have hereunto set my hand and caused this seal to be affixed this 22<sup>nd</sup> day of June 2021.*

*Stephen M. Witt*  
Stephen M. Witt, Mayor  
City of Lake City



# Proclamation

## STATE OF EMERGENCY EXTENSION COVID-19

**WHEREAS,** COVID-19 continues to pose an imminent health hazard and an increased risk of infection to residents of the County and healthcare, first responders, and emergency medical service workers caring for patients with COVID-19; and

**WHEREAS,** COVID-19 is spread amongst the population by various means of exposure, including the propensity to spread person to person and the propensity to attach to surfaces for prolonged periods of time, thereby spreading from surface to person and causing increased infections to persons; and

**WHEREAS,** public health experts have consistently recommended avoiding close physical interaction between person in order to slow the spread of COVID-19, and the CDC has updated and further restricted its distancing guidelines; and

**WHEREAS,** on April 16, 2020, the White House and Centers for Disease Control and Prevention ("CDC") released Guidelines for Opening Up America Again, a three-phased approach based on the advice of public health experts; and

**WHEREAS,** data collected by the State Department of Health indicates a flattening of the curve of COVID-19 reported cases, including a downward trajectory of hospital visits for influenza like illnesses and COVID-19 like syndromic cases, a decrease in percent-positive test results, and an increase in hospital capacity since March 1, 2020; and

**WHEREAS,** City Council Resolution 2020-045 extended the state of emergency and vested the authority to extend the state of emergency in the Mayor; and

**WHEREAS,** this Proclamation is issued to extend the state of emergency for seven (7) days effective June 29, 2021.

**NOW, THEREFORE, I, Stephen M. Witt, Mayor of the City of Lake City, Florida, do hereby extend the State of Emergency due to the COVID-19 health concerns for an additional seven (7) days effective June 29, 2021.**



Seal of the City of Lake City  
State of Florida

*In witness whereof, I have hereunto set my hand and caused this seal to be affixed this 29<sup>th</sup> day of June 2021.*

*Stephen M. Witt*  
Stephen M. Witt, Mayor  
City of Lake City



# Proclamation

## STATE OF EMERGENCY EXTENSION COVID-19

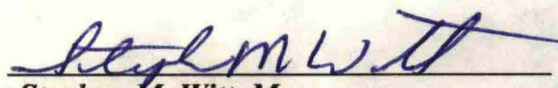
- WHEREAS,** COVID-19 continues to pose an imminent health hazard and an increased risk of infection to residents of the County and healthcare, first responders, and emergency medical service workers caring for patients with COVID-19; and
- WHEREAS,** COVID-19 is spread amongst the population by various means of exposure, including the propensity to spread person to person and the propensity to attach to surfaces for prolonged periods of time, thereby spreading from surface to person and causing increased infections to persons; and
- WHEREAS,** public health experts have consistently recommended avoiding close physical interaction between person in order to slow the spread of COVID-19, and the CDC has updated and further restricted its distancing guidelines; and
- WHEREAS,** on April 16, 2020, the White House and Centers for Disease Control and Prevention ("CDC") released Guidelines for Opening Up America Again, a three-phased approach based on the advice of public health experts; and
- WHEREAS,** data collected by the State Department of Health indicates a flattening of the curve of COVID-19 reported cases, including a downward trajectory of hospital visits for influenza like illnesses and COVID-19 like syndromic cases, a decrease in percent-positive test results, and an increase in hospital capacity since March 1, 2020; and
- WHEREAS,** City Council Resolution 2020-045 extended the state of emergency and vested the authority to extend the state of emergency in the Mayor; and
- WHEREAS,** this Proclamation is issued to extend the state of emergency for seven (7) days effective July 6, 2021.

**NOW, THEREFORE, I, Stephen M. Witt, Mayor of the City of Lake City, Florida, do hereby extend the State of Emergency due to the COVID-19 health concerns for an additional seven (7) days effective July 6, 2021.**



Seal of the City of Lake City  
State of Florida

In witness whereof, I have hereunto set my hand and caused this seal to be affixed this 6<sup>th</sup> day of July 2021.

  
Stephen M. Witt, Mayor  
City of Lake City



**File Attachments for Item:**

17. City Council Resolution No. 2021-107 - A resolution of the City Council of the City of Lake City, Florida authorizing the addition of Ami Mitchell Fields, as Interim City Manager, as an authorized signor of all checks, vouchers, transfers or disbursement on all bank accounts of the City of Lake City, Florida; and providing for an effective date.

**CITY COUNCIL RESOLUTION NO. 2021-107**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA AUTHORIZING THE ADDITION OF AMI MITCHELL FIELDS, AS INTERIM CITY MANAGER, AS AN AUTHORIZED SIGNOR OF ALL CHECKS, VOUCHERS, TRANSFERS OR DISBURSEMENTS ON ALL BANK ACCOUNTS OF THE CITY OF LAKE CITY, FLORIDA; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, on June 21, 2021, the City Council of the City of Lake City, Florida (hereinafter the “City”) appointed Ami Mitchell Fields as the Interim City Manager effective at 7:30 a.m. on June 22, 2021; and

**WHEREAS**, past City Managers, Interim City Managers, Finance Directors, and Assistant City Managers of the City have been authorized to sign all checks, vouchers, or disbursements on all bank accounts of the City, which authorize the disbursement and payment of funds from said bank accounts; and

**WHEREAS**, it has been determined that it is necessary and in the best interest of the City to authorize the addition of the current Interim City Manager, Ami Mitchell Fields, as an additional signatory option on all checks, vouchers, or disbursements on all City bank accounts.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AS FOLLOWS:**

**Section 1.** The above recitals are all true and accurate and are incorporated herein and made a part of this resolution.

FLK/mr  
6/23/2021

**Section 2.** That effective June 22, 2021, at 7:30 a.m. Ami Mitchell Fields, as Interim City Manager is hereby authorized as an additional signatory, available to sign all checks, vouchers, or disbursements of any kind on all bank accounts of the City of Lake City, Florida, which authorize the disbursement and payment of funds from said bank accounts.

**Section 3.** Effective Date. This Resolution shall take effect immediately upon its adoption.

**PASSED AND ADOPTED** at a meeting of the City Council this \_\_\_\_ day of July 2021.

**CITY OF LAKE CITY, FLORIDA**

By: \_\_\_\_\_  
Stephen M. Witt, Mayor

ATTEST

APPROVED AS TO FORM AND  
LEGALITY:

By: \_\_\_\_\_  
Audrey E. Sikes, City Clerk

By: \_\_\_\_\_  
Frederick L. Koberlein, Jr.,  
City Attorney

**File Attachments for Item:**

18. City Council Resolution No. 2021-108 - A resolution of the City Council of the City of Lake City, Florida, accepting a bid from Legacy Water Group, LLC, for utility improvement near the Interstate 75 and State Road 47 interchange; providing for the execution of an agreement with Legacy Water Group, LLC, at a cost not-to-exceed \$3,269,000.00; and providing an effective date.

MEETING DATE
July 06, 2021

# CITY OF LAKE CITY

## Report to Council

COUNCIL AGENDA	
SECTION	
ITEM NO.	

**SUBJECT:** Wastewater Improvements of I-75 & SR-47 Interchange Phase 1

**DEPT / OFFICE:** Utility Administration

<b>Originator:</b> Paul Dyal, Executive Director of Utilities		
<b>City Manager</b> Ami Mitchell Fields	<b>Department Director</b> Paul Dyal	<b>Date</b> 06-25-2021
<b>Recommended Action:</b> Award low bidder, Legacy Water Group, LLC, the bid for \$3,269,000 for the Wastewater Improvements of I-75 & SR-47 Interchange Phase 1.		
<b>Summary Explanation &amp; Background:</b> <p>The City of Lake City has prioritized reducing the amount of wastewater nutrient pollution affecting the Ichetucknee Springs. The State Road (SR) 47/I-75 interchange south of the City is particularly vulnerable to nutrient loading; the City developed the SR 47/I-75 Wastewater Improvement Project to tackle pollution concerns in this sensitive area. The project will eliminate on-site sewage treatment and disposal systems (OSTDS) and reduce nutrient loads to the Springs.</p> <p>The City applied for and received a Florida Department of Environmental Protection (FDEP) Springs Grant and a Legislative Appropriation Grant, which were combined for \$2,697,456 for Phase One of this project.</p> <p>On May 28, 2021, bids were received and evaluated. The low, responsive, and responsible bidder was found to be Legacy Water Group, LLC, with a total lump sum bid of \$3,269,000. Staff recommends awarding the bid to Legacy Water Group, LLC, based on bid review.</p> <p>On June 23, 2021, the City's Utility Advisory Committee recommended accepting the low bid of Legacy Water Group, LLC, and moved to have this item brought before the full City Council at its next regular meeting on July 6, 2021 for review and approval to award bid to Legacy Water Group, LLC.</p>		
<b>Alternatives:</b> Reject bid from Legacy Water Group, LLC, and rebid.		
<b>Source of Funds:</b> FDEP Reimbursable Grant NO. LP12030		
<b>Financial Impact:</b> None – Grant Funded		
<b>Exhibits Attached:</b> <ol style="list-style-type: none"> <li>1) Bid Evaluation Sheet</li> <li>2) Recommendation Letter</li> </ol>		



City of Lake City  
Procurement

Karen Nelmes, CPPB, NIGP-CPP, Procurement Director  
205 N. Marion Ave., Lake City, FL 32055

EVALUATION TABULATION

GEN No. 023-2021

Wastewater Improvements of I-75 & SR-47 Interchange Phase 1, Lake City, Florida - Rebid

RESPONSE DEADLINE: May 28, 2021 at 2:00 pm

Report Generated: Friday, May 28, 2021

SELECTED VENDOR TOTALS

Vendor	Total
Legacy Water Group, LLC	\$3,269,000.00
T B Landmark Construction, Inc.	\$3,949,348.00
Metro Equipment Service , Inc.	\$3,993,900.00

BID FORM - LUMP SUM BID

Bidder will complete the Work in accordance with the Contract Documents for the following Price(s): All specified cash allowances are included in the price(s) set forth above, and have been computed in accordance with Paragraph 13.02 of the General Conditions.

					Legacy Water Group, LLC		Metro Equipment Service , Inc.		T B Landmark Construction, Inc.	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	1	Mobilization	1	lump sum	\$200,000.00	\$200,000.00	\$390,000.00	\$390,000.00	\$300,000.00	\$300,000.00
X	2	Traffic Control	1	lump sum	\$36,000.00	\$36,000.00	\$20,000.00	\$20,000.00	\$80,000.00	\$80,000.00
X	3A	Environmental Protection	1	lump sum	\$150,000.00	\$150,000.00	\$7,000.00	\$7,000.00	\$79,000.00	\$79,000.00

## EVALUATION TABULATION

GEN No. 023-2021

Wastewater Improvements of I-75 &amp; SR-47 Interchange Phase 1, Lake City, Florida - Rebid

Selected	Line Item	Description	Quantity	Unit of Measure	Legacy Water Group, LLC		Metro Equipment Service , Inc.		T B Landmark Construction, Inc.	
					Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	3B	Gopher Tortoise Update Survey and Permitting (Including Permit Fee)	1	lump sum	\$11,500.00	\$11,500.00	\$12,000.00	\$12,000.00	\$14,040.00	\$14,040.00
X	3C	Gopher Tortoise Burrow Excavation	1	lump sum	\$10,000.00	\$10,000.00	\$15,600.00	\$15,600.00	\$19,500.00	\$19,500.00
X	3 D	Gopher Tortoise to be Burrow-Trapped, Pulled, or Monitored	1	lump sum	\$9,500.00	\$9,500.00	\$1,300.00	\$1,300.00	\$34,125.00	\$34,125.00
X	3E	Gopher Tortoise Relocation (Including Recipient Site Fee)	1	lump sum	\$14,000.00	\$14,000.00	\$26,000.00	\$26,000.00	\$8,125.00	\$8,125.00
X	4	Construction Staking and Certified Record Drawings	1	lump sum	\$52,000.00	\$52,000.00	\$18,000.00	\$18,000.00	\$45,000.00	\$45,000.00
X	5	Performance/Payment Bond	1	lump sum	\$60,000.00	\$60,000.00	\$40,000.00	\$40,000.00	\$44,000.00	\$44,000.00
X	6	Furnish and Install 6-Inch Force Main, Valves, and Fittings	1	lump sum	\$140,000.00	\$140,000.00	\$120,000.00	\$120,000.00	\$220,000.00	\$220,000.00
X	7	Furnish and Install 8-Inch Force Main, Valves, and Fittings	1	lump sum	\$310,000.00	\$310,000.00	\$390,000.00	\$390,000.00	\$380,000.00	\$380,000.00
X	8	Furnish and Install 10-Inch Force Main, Valves, and Fittings	1	lump sum	\$146,000.00	\$146,000.00	\$210,000.00	\$210,000.00	\$170,000.00	\$170,000.00
X	9	Furnish and Install North Lift Station Gravity Sewer System	1	lump sum	\$190,000.00	\$190,000.00	\$420,000.00	\$420,000.00	\$265,000.00	\$265,000.00

## EVALUATION TABULATION

Design-Build - Wastewater Improvements of I-75 &amp; SR-47 Interchange Phase 1, Lake City, Florida - Rebid

Page 2

## EVALUATION TABULATION

GEN No. 023-2021

Wastewater Improvements of I-75 &amp; SR-47 Interchange Phase 1, Lake City, Florida - Rebid

Selected	Line Item	Description	Quantity	Unit of Measure	Legacy Water Group, LLC		Metro Equipment Service , Inc.		T B Landmark Construction, Inc.	
					Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	10	Furnish and Install South Lift Station Gravity Sewer System	1	lump sum	\$525,000.00	\$525,000.00	\$575,000.00	\$575,000.00	\$775,000.00	\$775,000.00
X	11	Furnish and Install North Lift Station	1	lump sum	\$500,000.00	\$500,000.00	\$434,000.00	\$434,000.00	\$398,558.00	\$398,558.00
X	12	Furnish and Install South Lift Station	1	lump sum	\$430,000.00	\$430,000.00	\$434,000.00	\$434,000.00	\$411,000.00	\$411,000.00
X	13	Furnish and Install 1-75 North Horizontal Directional Drill (HDD)	1	lump sum	\$105,000.00	\$105,000.00	\$138,000.00	\$138,000.00	\$99,000.00	\$99,000.00
X	14	Furnish and Install 1-75 South and SW Business Point Drive HDDs	1	lump sum	\$110,000.00	\$110,000.00	\$165,000.00	\$165,000.00	\$109,000.00	\$109,000.00
X	15	Furnish and Install Gas System	1	lump sum	\$270,000.00	\$270,000.00	\$578,000.00	\$578,000.00	\$498,000.00	\$498,000.00
Total						\$3,269,000.00		\$3,993,900.00		\$3,949,348.00

## ALTERNATE

Selected	Line Item	Description	Quantity	Unit of Measure	Legacy Water Group, LLC		Metro Equipment Service , Inc.		T B Landmark Construction, Inc.	
					Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
	16	Furnish and Install West Gravity Sewer System (Alternate)	1	lump sum	\$139,000.00	\$139,000.00	\$318,000.00	\$318,000.00	\$349,348.00	\$349,348.00
Total						\$0.00		\$0.00		\$0.00

## EVALUATION TABULATION

Design-Build - Wastewater Improvements of I-75 &amp; SR-47 Interchange Phase 1, Lake City, Florida - Rebid

Page 3



June 2, 2021

Joe Helfenberger  
City Manager  
City of Lake City  
205 N. Marion Ave  
Lake City, Florida 32055

RE: City of Lake City  
Re-Bid: Wastewater Improvements of I-75 & SR-47 Interchange Phase I  
City of Lake City ITB No.: ITb-023-2021  
Jones Edmunds Project No.: 08504-030-01  
Bid Evaluation

Dear Mr. Helfenberger,

This letter summarizes the bids received for the Rebid Wastewater Improvements of I-75 & SR-47 Interchange Phase I Project. The City of Lake City placed advertised the project and, based on the interest from (3) three contractors, Jones Edmunds believes that the project was well advertised. Three bids were submitted to the City of Lake City Procurement system, ProcureNow, by the bid closing time of Friday, May 28, 2021 at 2:00 PM and read publicly. The Base Bids of these three bidders ranged from \$3,269,000 to \$3,993,900.00.

Legacy Water Group, LLC submitted the lowest bid for \$3,269,000.00. Jones Edmunds has reviewed the submitted bid package with the following findings:

- Legacy Water Group, LLC bid is responsive.
- All addendums are acknowledged.
- Bid Security Bond was provided. The Bid Bond Surety appears in the US Treasury Department Circular 570 and they are licensed in Florida.
- Legacy Water Group, LLC is licensed in the State of Florida and they provided a Contractor's License. In addition, E-Verify statements and Vendor Scrutinized were provided.
- Jones Edmunds ran a D&B report on Legacy Water Group, LLC and they were marked as having an Overall Business Risk of moderate.
- Jones Edmunds investigated the Contractor's experience, reputation, performance, past projects, and outstanding projects and finds that the Contractor appears capable to perform the scope of this project.

Mr. Helfenberger

June 2, 2021

Page 2

While the final determination of which contractor will be awarded this project will be made by the City of Lake City, Jones Edmunds believes the bid to be responsive and, based on the findings above, does not take exception to awarding the project to the low bidder, Legacy Water Group, LLC, for the bid amount of \$3,269,000.00.

If you have any questions or comments, feel free to contact me at (352) 377-5821.

Sincerely,

A handwritten signature in black ink, appearing to read 'T. Hays', with a stylized flourish at the end.

Troy D. Hays, PG  
Senior Manager/Vice President  
730 NE Waldo Road  
Gainesville, FL 32641  
thays@jonesedmunds.com

Y:\08504 Lake City\Projects\030-02-SR 47 Construction Phase Services\Construction Services\Contract\NOA\2021.06.01\_LTR\_LegacyWater\_Bid Evaluation.doc

XC: Jamie Sortevik, PE, CFM – Jones Edmunds & Associates

**CITY COUNCIL RESOLUTION NO. 2021-108**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, ACCEPTING A BID FROM LEGACY WATER GROUP, LLC, FOR UTILITY IMPROVEMENTS NEAR THE INTERSTATE 75 AND STATE ROAD 47 INTERCHANGE; PROVIDING FOR THE EXECUTION OF AN AGREEMENT WITH LEGACY WATER GROUP, LLC, AT A COST NOT-TO-EXCEED \$3,269,000.00; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Lake City, Florida (hereinafter the “City” or “Owner”) requires certain wastewater improvements near the I-75 and SR47 interchange and to remove existing septic tanks from service in this area, all of which is commonly referred to as the wastewater improvements of I-75 and SR 47 Interchange Phase 1 (hereinafter the “Project”); and

**WHEREAS**, section 2-178(d) of the City Code requires the procurement of supplies and contractual services based on a competitive bid process and a formal contract to be entered when procuring services valued in excess of \$20,000.00; and

**WHEREAS**, an Invitation to Bid ((ITB-023-2021) hereinafter “ITB”) was advertised and the city administration recommends that the Project be awarded to Legacy Water Group, LLC (hereinafter “Legacy” or “Contractor”); and

**WHEREAS**, the City Council finds that it is in the City’s best interest to award the contract to Legacy for the aforementioned Project pursuant to and in accordance with the terms, provisions, conditions, and requirements of the *Agreement Between Owner and Contractor for Construction Contract (Stipulated Price)* (hereinafter the “Contract” or “Agreement”) attached hereto as “Exhibit A”.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AS FOLLOWS:**

**Section 1.** The above recitals are all true and accurate and are incorporated herein and made a part of this Resolution.

**Section 2.** The Contract, and Project, is awarded to Legacy and the execution of the same is authorized.

**Section 3.** The City Manager and City Attorney are authorized to make such reasonable changes and modifications to the Agreement as may be deemed necessary to be in the best interest of the City and its citizens. Provided however, that any such changes or modifications shall not cause the payment to Legacy to exceed the Agreement pricing. The Mayor is authorized and directed to execute and deliver the Agreement in the name of, and on behalf of, the City with such changes, amendments, modifications, omissions, and additions made by the City Manager and City Attorney. Execution by the Mayor and Legacy shall be deemed to be conclusive evidence of approval of such changes, amendments, modifications, omissions, and additions.

**PASSED AND ADOPTED** at a meeting of the City Council this \_\_\_\_ day of July 2021.

**CITY OF LAKE CITY, FLORIDA**

By: \_\_\_\_\_  
Stephen M. Witt, Mayor

ATTEST:

APPROVED AS TO FORM AND  
LEGALITY:

By: \_\_\_\_\_  
Audrey E. Sikes, City Clerk

By: \_\_\_\_\_  
Frederick L. Koberlein, Jr.,  
City Attorney

**AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR  
CONSTRUCTION CONTRACT (STIPULATED PRICE)**

THIS AGREEMENT is by and between the City of Lake City, Florida (hereinafter the “Owner”) and Legacy Water Group, LLC (hereinafter the “Contractor”). Owner and Contractor hereby agree as follows:

**ARTICLE 1 – WORK**

- 1.01 The Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:
- A. The work will include furnishing labor, materials, equipment, tools, surveying, engineering, permitting, and construction of sanitary sewer force mains and gravity mains, two lift stations, two horizontal directional drills, new gas lines, and restoration of existing roadways, driveways, sidewalks, and landscaping. These improvements will be constructed by the City of Lake City to provide wastewater improvements near the 1-75 and SR 47 Interchange and to remove existing septic tanks from service in this area.

**ARTICLE 2 – THE PROJECT**

- 2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:
- A. The work will include furnishing labor, materials, equipment, tools, surveying, engineering, permitting, and construction of sanitary sewer force mains and gravity mains, two lift stations, two horizontal directional drills, new gas lines, and restoration of existing roadways, driveways, sidewalks, and landscaping. These improvements will be constructed by the City of Lake City to provide wastewater improvements near the 1-75 and SR 47 Interchange and to remove existing septic tanks from service in this area.

**ARTICLE 3 – ENGINEER**

- 3.01 The Project has been designed by Jones Edmunds & Associates, Inc. (Engineer), which is to act as Owner’s representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

## ARTICLE 4 – CONTRACT TIMES

### 4.01 *Time of the Essence*

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

### 4.02 *Days to Achieve Substantial Completion and Final Payment*

- A. The Work will be substantially completed within 365 days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 395 days after the date when the Contract Times commence to run.
- B. The contractor shall provide proof of having ordered the materials within 14 days of contract execution. The days of completion of the project shall run from the Contractor's receipt of said materials.

### 4.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial or other loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 11 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner \$750 for each day that expires after the time specified in Paragraph 4.02 above for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner \$750 for each day that expires after the time specified in Paragraph 4.02 above for completion and readiness for final payment until the Work is completed and ready for final payment.

### 4.04 *Force Majeure*

- A. No party shall be liable for any default or delay in the performance of its obligations under this Contract due to an act of God or other event to the extent that: (a) the non-performing party is without fault in causing such default or delay; (b) such default or delay could not have been prevented by reasonable precautions; and (c) such default or delay could not have been reasonably circumvented by the non-performing party through the use of alternate sources, work-around plans or other means. Such causes include, but are not limited to: act of civil or military authority (including but not limited to courts or administrative agencies); acts of

God; war; terrorist attacks; riot; insurrection; inability of the City of Lake City to secure approval, validation or sale of bonds; inability of the City of Lake City or the Company to obtain any required permits, licenses or zoning; blockades; embargoes; sabotage; epidemics; fires; hurricanes; tornados, floods; or strikes.

In the event of any delay resulting from such causes, the time for performance of each of the parties hereunder (including the payment of monies if such event actually prevents payment) shall be extended for a period of time reasonably necessary to overcome the effect of such delay, except as provided for elsewhere in the Contract Documents.

In the event of any delay of nonperformance resulting from such causes, the party affected shall promptly notify the other in writing of the nature, cause, date of commencement and the anticipated impact of such delay or nonperformance. Such written notice, including Change Orders, shall indicate the extend, if any, to which it is anticipated that any delivery or completion dates will be thereby affected within seven (7) calendar days.

## **ARTICLE 5 – CONTRACT PRICE**

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the following:

- A. For all Lump Sum Amounts, an amount equal to the sum of the lump sum amounts shown in the Bid Form attached to this agreement and acceptable to the Owner, for a total Lump Sum Amount of \$3,269,000.00. Individual line item prices shall be submitted online through ProcureNow.
- B. The Owner and Contractor agree that the initial contract price does not include Unit Price Work, therefore, any references to Unit Price Work shall be removed from consideration as if wholly stricken.

## **ARTICLE 6 – PAYMENT PROCEDURES**

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the last day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.05.A of the General Conditions or, in the event there is no schedule of values, as provided in the General Requirements.

- 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of

payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 15.01 of the General Conditions.

- a. 90 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
  - b. 90 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 95 percent of the Work completed, less such amounts as Engineer shall determine in accordance with Paragraph 15.01.C.5 of the General Conditions and less 100 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

#### 6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

### **ARTICLE 7 – INTEREST**

- 7.01 All moneys not paid when due as provided in Article 15 of the General Conditions shall bear interest at the rate of one percent per annum.

### **ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS**

- 8.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:
- A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
  - B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  - C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
  - D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities), if any, that have been identified in Paragraph SC-5.03



of the Supplementary Conditions as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in Paragraph SC-5.06 of the Supplementary Conditions as containing reliable "technical data."

- E. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor's safety precautions and programs.
- F. Based on the information and observations referred to in Paragraph 8.01.E above, Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor has correlated the information known to the Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.

## **ARTICLE 9 – CONTRACT DOCUMENTS**

### **9.01    *Contents***

- A. The Contract Documents consist of the following:
  - 1. Advertisement for Bidders.
  - 2. Instructions for Bidders.
  - 3. This Agreement.

4. Performance bond.
5. Payment bond.
6. Other bonds.
7. General Conditions.
8. Supplementary Conditions.
9. Specifications as listed in the table of contents of the Project Manual.
10. Drawings with each sheet bearing the following general title: Lake City 1-75/SR-47 Wastewater Improvement Project Phase 1.
11. Addenda.
12. Exhibits to this Agreement (enumerated as follows):
  - a. Contractor's Bid.
  - b. Documentation submitted by Contractor prior to Notice of Award.
  - c. Notice of Award.
13. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
  - a. Notice of Award (00510).
  - b. Notice to Proceed (00550).
  - c. Contractor's Application for Payment (00620).
  - d. Certificate of Substantial Completion (00625).
  - e. Request for Information (00932).
  - f. Shop Drawing/Submittal Log and Control Sheet (00936).
  - g. Shop Drawing/Submittal Control Form (00937).
  - h. Notice of Noncompliance (00938).
  - i. Certificate of Guarantee (00939).
  - j. Work Change Directive (00940).
  - k. Change Order (00941).
  - l. Field Order (00942).
  - m. Contractor's Release (00943).

- n. Surety's Release for Final Payment (00944).
- o. Proposed Contract Modification (00945).
- B. The documents listed in Paragraph 9.01.A are available in the City's procurement department (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 11.01 of the General Conditions.

## **ARTICLE 10 – MISCELLANEOUS**

### **10.01 *Terms***

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

### **10.02 *Assignment of Contract***

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

### **10.03 *Successors and Assigns***

- A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

### **10.04 *Severability***

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

### **10.05 *Contractor's Certifications***

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes

of this Paragraph 10.05:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

#### 10.06 *Other Provisions*

- A. Employment Eligibility. The CONTRACTOR is obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien.

Failure of the CONTRACTOR to comply will lead to termination of this Agreement, or if a subcontractor knowingly violates the statute, the CONTRACTOR must immediately terminate their subcontract with the subcontractor. Any challenge to termination under this provision must be filed in the Circuit Court no later than TWENTY (20) calendar days after the date of termination. If this contract is terminated for a violation of the statute by the CONTRACTOR, the CONTRACTOR may not be awarded a public contract for a period of ONE (1) year after the date of termination.

- B. The Contractor shall comply with all public records laws.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

City Clerk, City of Lake City  
205 North Marion Avenue  
Lake City, Florida 32055  
386-719-5826 or 386-719-5756

1. The Contractor shall comply with public records laws, specifically the

Contractor shall:

- a. Keep and maintain public records required by the City to perform the services.
  - b. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this Chapter 119 of Florida Statutes or as otherwise provided by law.
  - c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City.
2. If the Contractor considers any portion of any documents, data, or records submitted to the City to be confidential, proprietary, trade secret, or otherwise not subject to disclosure pursuant to Chapter 119, Florida Statutes, the Florida Constitution, or other law, Contractor must simultaneously provide the City with a separate redacted copy of the information it claims as confidential and briefly describe in writing the grounds for claiming exemption from the public records law, including the specific statutory citation for such exemption. This redacted copy shall contain the Contract name and number, and it shall be clearly titled "Confidential." The redacted copy should only redact those portions of material that the Contractor claim are confidential, proprietary, trade secret, or otherwise not subject to disclosure.
  3. Upon completion of the contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.
  4. Failure of the Contractor to provide the above described public records to the City within a reasonable time may subject Contractor to penalties under 119.10, Florida Statutes, as amended.
- D. As a condition precedent to entering into this Contract, and in compliance with Section 448.095, Fla. Stat., Contractor and its subcontractors shall,

register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021.

1. Contractor shall require each of its subcontractors to provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this Contract.
2. The City, Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity.
3. The City, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but Contractor otherwise complied, shall promptly notify Contractor and Contractor shall immediately terminate the contract with the subcontractor.
4. A termination of this Contract under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. Contractor acknowledges that upon termination of this Contract by the City for a violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year. Contractor further acknowledges that Contractor is liable for any additional costs incurred by the City as a result of termination of any contract for a violation of this section.
5. Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the subcontractors to include these clauses in any lower-tier subcontracts. Contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the clauses set forth in this section.

*[Remainder of the page has been left blank intentionally. Signature page to follow.]*

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. Counterparts have been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or have been identified by Owner and Contractor or on their behalf.

This Agreement will be effective on \_\_\_\_\_ (which is the Effective Date of the Agreement).

OWNER:

CONTRACTOR

By: Stephen M. Witt

By: \_\_\_\_\_

Title: Mayor

Title: \_\_\_\_\_

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_

Title: City Clerk

Title: \_\_\_\_\_

Approved as to form and legality:

By: Frederick L. Koberlein, Jr.

Title: City Attorney

Address for giving notices:

205 N Marion Ave

Lake City, FL 32055

Address for giving notices:

10130 Bob Williams Pkwy

Covington, GA 30014

License No.: \_\_\_\_\_

(Where applicable)

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

*NOTE TO USER: Use in those states or other jurisdictions where applicable or required.*

Agent for service of process:

**File Attachments for Item:**

19. City Council Resolution No. 2021-109 - A resolution of the City Council of the City of Lake City, Florida, authorizing the removal of the City Manager pursuant to Section 402 of the City Charter; providing for conflicts; and providing for an effective date.



**CITY COUNCIL RESOLUTION NO. 2021-109**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AUTHORIZING THE REMOVAL OF THE CITY MANAGER PURSUANT TO SECTION 402 OF THE CITY CHARTER; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City Council of the City of Lake City, Florida (hereinafter the “City”) caused the execution of an employment agreement with Joseph Helfenberger, to serve as the city manager (hereinafter the “Agreement”), a copy of which is attached hereto as “Exhibit A”; and

**WHEREAS**, the Agreement provides for the termination of the employment relationship between the City and the city manager and refers to the city charter in specific instances; and

**WHEREAS**, Section 402, City Charter, provides that the City Council may remove the city manager from office in accordance with the following procedures,

- (a) The council shall adopt by affirmative vote of a majority of all its members, a preliminary resolution which must state the reasons for removal and then may suspend the manager from duty for a period not to exceed forty-five (45) days. A copy of the resolution shall be delivered by the council to the manager within three (3) days.
- (b) Within five (5) days after a copy of the resolution has been delivered by the council to the city manager, he may file with the council a written request for a public hearing. This hearing shall be held by the city council not earlier than fifteen (15) days, nor later than thirty (30) days, after the request is filed. The city manager may file with the council a written reply not later than five (5) days before the hearing.
- (c) The council may adopt a final resolution of removal, which may be made effective immediately by affirmative vote of a majority of all its members, at any time after five (5) days from the date when a copy of the preliminary resolution was delivered to the manager, if he has not requested a public hearing, or at any time after the public hearing if he has requested one.
- (d) The manager shall continue to receive his salary until the effective date of a final resolution of removal.

**WHEREAS**, subsequent to an affirmative vote of a majority of all the members of the City Council a preliminary resolution was delivered to the city manager; and

**WHEREAS**, the city manager provided a written response to the preliminary resolution within the time limits provided for in Section 402, City Charter, and waived the right to a hearing in return for the City's adherence to the Agreement; and

**WHEREAS**, the City Council finds that the removal of the city manager in accordance with the terms and provisions of the city charter and the Agreement is in the best interests of the City.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AS FOLLOWS:**

**Section 1.** The above recitals are true and accurate and adopted and are hereby made a part of this resolution.

**Section 2.** The city manager is permanently removed from office effective immediately upon the passage of this final resolution and the city administration shall process the removal in accordance with the terms and conditions of both the city charter and the Agreement.

**Section 3.** Conflicts. All resolutions and official determinations or parts thereof previously adopted or entered by the City Council or any of its officials and in conflict with this resolution are hereby repealed to the extent inconsistent herewith.

**Section 4.** Effective Date. This resolution shall take effect immediately upon adoption.

**PASSED AND ADOPTED** at a meeting of the City Council on this \_\_\_\_ day of July 2021.

**CITY OF LAKE CITY, FLORIDA**

By: \_\_\_\_\_  
Stephen M. Witt, Mayor

ATTEST:

APPROVED AS TO FORM AND  
LEGALITY:

By: \_\_\_\_\_  
Audrey E. Sikes, City Clerk

By: \_\_\_\_\_  
Frederick L. Koberlein, Jr.,  
City Attorney

# EMPLOYMENT AGREEMENT FOR MANAGEMENT SERVICES BETWEEN THE CITY OF LAKE CITY, FLORIDA AND JOSEPH HELFENBERGER

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## **Introduction**

THIS EMPLOYMENT AGREEMENT (hereinafter "Agreement" or "agreement"), made and entered into this \_\_\_\_ of July, 2018, by and between the City of Lake City, Florida, a municipal corporation, (hereinafter called "City") and Joseph Helfenberger, (hereinafter called "Helfenberger") an individual who has the education, training and experience in local government management, both of whom agree as follows:

## **Section 1: Term**

This agreement shall remain in full force and effect from the effective date, provided in section 18, until terminated by the City or Helfenberger as provided in Sections 7 or 9 of this agreement. In the event that Helfenberger is terminated, as defined in Section 7 of this agreement, Helfenberger shall be entitled to all compensation including salary, accrued vacation and sick leave paid in lump sum or in a continuation of salary on the then existing pay period basis, at Helfenberger's option.

## **Section 2: Duties and Authority**

A. Helfenberger is the chief executive officer of the City and shall faithfully perform the duties as prescribed in the job description as set forth in the City's charter and ordinances and as may be lawfully assigned by the City and shall comply with all lawful City Council directives, state and federal law, City policies, rules and ordinances as they exist or may hereafter be amended.

B. Specifically, it shall be the duty of Helfenberger to employ on behalf of the City all other employees of the City, other than the City Clerk and City Attorney each of which serve at the pleasure of the City Council, consistent with the policies of the City Council and the ordinances and charter of the City.

C. It shall also be the duty of Helfenberger to direct, assign, reassign and evaluate all of the employees of the City consistent with policies, ordinances, charter, state and federal law.

D. It shall also be the duty of Helfenberger to organize, reorganize and arrange the staff of the City and to develop and establish internal regulations, rules and procedures which Helfenberger deems necessary for the efficient and effective operation of the City consistent with the lawful directives, policies, ordinances, state and federal law.

E. It shall also be the duty of Helfenberger to accept all resignations of employees of the City consistent with the policies, ordinances, state and federal law, except Helfenberger's resignation which must be accepted by the City Council.

F. Helfenberger shall perform the duties of city manager of the City with reasonable care, diligence, skill and expertise. Helfenberger shall perform the duties of city manager of the City with reasonable care, diligence, skill and expertise.

G. All duties assigned to Helfenberger by the City Council shall be appropriate to and consistent with the professional role and responsibility of Helfenberger.

H. Helfenberger or a designee shall attend, and shall be permitted to attend, all meetings of the City Council, both public and closed.

I. The City Council, individually and collectively, shall refer in a timely manner all substantive criticisms, complaints and suggestions called to their attention to Helfenberger for study and/or appropriate action.

### **Section 3: Compensation**

A. Base Salary: City agrees to pay Helfenberger an annual base salary of one hundred twenty thousand U.S. dollars and zero cents (\$120,000.00), payable in installments at the same time that the other management employees of the City are paid. The City agrees to one mandatory review of the annual base salary after Helfenberger's initial one hundred and eighty days (180) of employment, at which time the annual base salary shall be reviewed for an increase. All future and reviews shall take place pursuant to the terms of Section 10.

B. This agreement shall be amended by resolution to reflect any adjustments that are provided or required by the City's compensation policies to include, but not be limited to, salary adjustments, performance incentives, increases in benefits, or any combination of elements comprising compensation.

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## **Section 4: Employee Benefits**

The City agrees to provide general benefits to Helfenberger, at a minimum, equal to that which is provided to all other employees of the City.

## **Section 5: Additional Annual Leave**

Upon commencing employment, Helfenberger shall receive two (2) weeks of annual leave which shall be in addition to the accrual of annual leave he shall enjoy as a “full-time employee” as defined within the City Personnel Policies and Procedures Manual.

## **Section 6: General Business Expenses**

A. The City agrees to budget and pay for the professional dues of Helfenberger to the International City/County Management Association and any other dues of associations, within the state of Florida, Helfenberger brings to the employment with the City, necessary and desirable for Helfenberger’s continued professional participation, growth, and advancement, and for the good of the City.

B. City agrees to budget and pay for travel and subsistence expenses, pursuant to City ethics and purchasing policies, of Helfenberger for professional and official travel, meetings, and occasions to adequately continue the professional development of Helfenberger and to pursue necessary official functions for the City.

C. The City also agrees to budget and pay for travel and subsistence expenses of Helfenberger for short courses, institutes, and seminars that are necessary for Helfenberger’s professional development and for the good of the City.

D. The City recognizes that certain expenses of a non-personal but job related nature are incurred by Helfenberger, and agrees to reimburse or to pay said general expenses. Such expenses may include meals where the City business is being discussed or conducted and participation in social events of various organizations when representing the City. Such expenditures are subject to annual budget constraints as well as state and City ethics and purchasing policies. The finance director is authorized to disburse such moneys upon receipt of duly executed expense or petty cash vouchers, receipts, statements or personal affidavits.

E. Recognizing the importance of constant communication and maximum productivity, the City shall provide Helfenberger, for business use, a laptop computer, software, tablet computer, mobile phone, and use of a City owned vehicle. Upon termination of Helfenberger’s employment, the equipment described herein shall be returned to the City within twenty-four (24) hours from the time of termination of employment.

## **Section 7: Termination**

For the purpose of this agreement, termination shall exclude the applicable section of the City Personnel Policies and Procedures Manual and shall occur when one, or more, of the following occurs:

- A. The majority of the City Council votes to terminate Helfenberger in accordance with the Charter or City Code at a properly posted and duly authorized public meeting.
- B. If the City reduces the base salary, compensation or any other financial benefit of Helfenberger, unless it is applied in no greater percentage than the average reduction of all department heads, such action shall constitute a breach of this agreement and will be regarded as a termination.
- C. If Helfenberger resigns following an offer to accept resignation, whether formal or informal, by the City as representative of the majority of the City Council that Helfenberger resign, then Helfenberger may declare a termination as of the date of the suggestion.
- D. If a breach of contract is declared by either party with a thirty (30) day cure period for either Helfenberger or the City. Written notice of a breach of contract shall be provided in accordance with the provisions of Section 17.

## **Section 8: Severance**

Severance shall be paid to Helfenberger when employment is terminated as defined in Sections 7 and 8.

- A. If Helfenberger is terminated, the City shall provide a minimum severance payment equal to twelve (12) workweeks of salary at Helfenberger's then current rate of pay and twelve (12) workweeks of employee benefits. This severance shall be paid in a continuation of salary on the then existing pay period basis, at the City's option.
- B. Helfenberger shall also be compensated for accrued paid time off, of any variety, pursuant to the City Personnel Policies and Procedures Manual.
- C. If Helfenberger is terminated because of a felony conviction, or a plea of nolo contendere (no contest) or guilty to a felony charge, or for misconduct, as defined in section 443.036(29), F.S. (2018), then the City is not obligated to pay severance under this section.
- D. The termination and severance of Helfenberger shall be in accordance with the "Separation Agreement" agreed to by the City and Helfenberger.

Local and state laws and regulations shall control when any provisions within this section are found to be

in conflict with such laws or regulations.

## **Section 9: Resignation**

In the event that Helfenberger voluntarily resigns his position with the City, Helfenberger shall provide a minimum of thirty (30) days' notice unless the City and Helfenberger agree otherwise.

## **Section 10: Performance Evaluation**

A. The City and Helfenberger shall mutually agree upon a process, the criteria, and a form to be used for the annual evaluation of Helfenberger within ninety (90) days from the effective date of this agreement. The City shall then review the performance of Helfenberger annually during the month of August beginning August of 2019.

The annual evaluation process, at a minimum, shall include the opportunity for both parties to:

- (1) conduct a formulary session where the City Council and Helfenberger meet first to discuss goals and objectives of both the past twelve (12) month performance period as well as the upcoming twelve (12) month performance period; and
- (2) following that formulary discussion, prepare a written evaluation of goals and objectives for the past and upcoming year; and
- (3) next meet and discuss the written evaluation of these goals and objectives; and
- (4) present a written summary of the evaluation results to Helfenberger. The final written evaluation should be completed and delivered to Helfenberger within thirty (30) days of the initial formulary evaluation meeting.

B. In the event the City deems the evaluation instrument, format and/or procedure is to be modified by the City and such modifications would require new or different performance expectations, then Helfenberger shall be provided a reasonable period of time to demonstrate such expected performance before being evaluated.

C. In the event Helfenberger is an ICMA Credentialed Manager, a multi-rater evaluation tool identified by ICMA and chosen by a majority of the City Council will be utilized at a minimum of every five years.

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## **Section 11: Hours of Work**

It is recognized that Helfenberger must devote a great deal of time outside the normal office hours on business for the City, and to that end Helfenberger shall be allowed to establish an appropriate work schedule.

The schedule shall be appropriate to the needs of the City and shall allow Helfenberger to faithfully perform his assigned duties and responsibilities.

## **Section 12: Ethical Commitments**

Helfenberger will at all times uphold the tenets of the ICMA Code of Ethics, a copy of which is attached hereto and incorporated herein. Specifically, Helfenberger shall not endorse candidates, make financial contributions, sign or circulate petitions, or participate in fund-raising activities for individuals seeking or holding elected office, nor seek or accept any personal enrichment or profit derived from confidential information or misuse of public time.

The City shall support Helfenberger in keeping these commitments by refraining from any order, direction or request that would require Helfenberger to violate the ICMA Code of Ethics. Specifically, neither the City Council nor any individual member thereof shall request Helfenberger to endorse any candidate, make any financial contribution, sign or circulate any petition, or participate in any fund-raising activity for individuals seeking or holding elected office, nor to handle any matter of personnel on a basis other than fairness, impartiality and merit.

[space intentionally left blank]

## **Section 13: Outside Activities**

The employment provided for by this Agreement shall be Helfenberger's sole employment. Helfenberger acknowledges that his performance of city manager duties will often require his performance of said duties outside of normal business hours. In return for the compensation identified herein Helfenberger agrees to devote his full professional attention to the full and proper performance of the city manager duties.

## **Section 14: Indemnification**

Beyond that required under Federal, State or Local Law, the City shall defend, save harmless and indemnify Helfenberger against any obligation to pay money or perform or not perform an action, including without limitation, any and all losses, damages, judgments, interests, settlements, penalties, fines, court costs and other reasonable costs and expenses of legal proceedings including attorney's fees, and any other liabilities arising from, related to, or connected with any tort, professional liability claim or demand or any other threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, arbitral or investigation, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Helfenberger's duties as City Manager or resulting from the exercise of judgment or discretion in connection with the performance of program duties or responsibilities, unless the act or omission involved willful or wanton conduct. Helfenberger may request and the City shall not unreasonably refuse to provide independent legal representation at the City's expense and the City may not unreasonably withhold approval. Legal representation, provided by the City for Helfenberger, shall extend until a final determination of the legal action including any appeals brought by either party. The City shall indemnify Helfenberger against any and all losses, damages, judgments, interest, settlements, penalties, fines, court costs and other reasonable costs and expenses of legal proceedings including attorney's fees, and any other liabilities incurred by, imposed upon, or suffered by such Helfenberger in connection with or resulting from any claim, action, suit, or proceeding, actual or threatened, arising out of or in connection with the performance of his or her duties. Any settlement of any claim must be made with prior approval of the City in order for indemnification, as provided in this Section, to be available.

Helfenberger recognizes that the City shall have the right to compromise and unless Helfenberger is a party to the suit which Helfenberger shall have a veto authority over the settlement, settle any claim or suit; unless, said compromise or settlement is of a personal nature to Helfenberger. Further, the City agrees to pay all reasonable litigation expenses of Helfenberger throughout the pendency of any litigation to which Helfenberger is a party, witness or advisor to the City. Such expense payments shall continue beyond Helfenberger's service to the City as long as litigation is pending. Further, the City agrees to pay Helfenberger reasonable consulting fees and travel expenses when Helfenberger serves as a witness, advisor or consultant to the City regarding pending litigation.

## **Section 15: Bonding**

The City shall bear the full cost of any fidelity or other bonds required of Helfenberger under any law or ordinance.

## **Section 16: Other Terms and Conditions of Employment**

A. The City, only upon agreement with Helfenberger, shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of Helfenberger, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the City Charter, local ordinances or any other law.

B. Except as otherwise provided in this Agreement, Helfenberger shall be entitled, at a minimum, to earn and accrue the highest level of benefits that are enjoyed by or offered to other [appointed officials, appointed employees, department heads or general employees] of the City as provided in the Charter, Code, Personnel Rules and Regulations or by practice.

C. Helfenberger, as City Manager, shall reside within the incorporated area of the City.

D. The City agrees to and shall reimburse Helfenberger up to an amount of four thousand U.S. dollars and zero cents (\$4,000.00) for reimbursable expenses to relocate from his present residence to the City of Lake City.

## **Section 17: Notices**

Notice pursuant to this Agreement shall be provided by depositing such in the custody of the United States Postal Service, postage prepaid, and addressed as follows:

A. EMPLOYER: City of Lake City, c/o Mayor, 205 N. Marion Ave., Lake City, FL 32055

B. EMPLOYEE: Joseph Helfenberger, 205 N. Marion Ave., Lake City, FL 32055

Notice shall be deemed given as of the date of personal service or as the date of deposit of such written notice in the course of transmission in the United States Postal Service.

## Section 18: General Provisions

A. Integration. This Agreement sets forth and establishes the entire understanding between the City and Helfenberger relating to the employment of Helfenberger by the City. Any prior discussions or representations by or between the City and Helfenberger are merged into and rendered null and void by this Agreement. The City and Helfenberger by mutual written agreement may amend any provision of this agreement during the life of the agreement. Such amendments shall be incorporated and made a part of this agreement.

B. Binding Effect. This Agreement shall be binding on the City and Helfenberger as well as their heirs, assigns, executors, personal representatives and successors in interest.

C. Effective Date. This Agreement shall become effective on the 1st day of August, 2018.

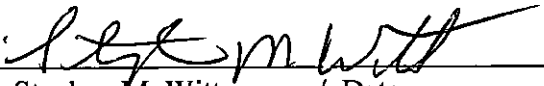
D. Severability. The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both the City and Helfenberger subsequent to the expungement or judicial modification of the invalid provision.

E. Precedence. In the event of any conflict between the terms, conditions and provisions of this Agreement and the provisions of Council's policies, or the City's ordinance or the City's rules and regulations, or any permissive state or federal law, then, unless otherwise prohibited by law, the terms of this Agreement shall take precedence over contrary provisions of Council's policies, or the City's ordinances, or the City's rules and regulations or any such permissive law during the term of this Agreement.

[space intentionally left blank]

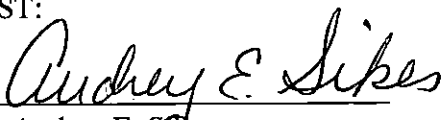
IN WITNESS WHEREOF, the parties have executed this Agreement as of the respective dates set forth below and each hereby acknowledges receipt of an executed copy of this Agreement.

**THE CITY OF LAKE CITY, FLORIDA**

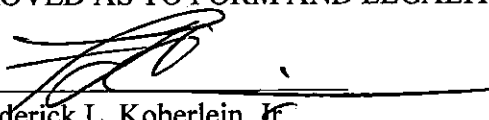
BY:   
Stephen M. Witt. / Date  
Mayor

(SEAL)


ATTEST:

BY:   
Audrey E. Sikes,  
City Clerk

APPROVED AS TO FORM AND LEGALITY:

BY:   
Frederick L. Koberlein, Jr.  
City Attorney

**JOSEPH HELFENBERGER**

BY:  7/9/18  
Joseph Helfenberger / Date

# APPENDIX 1

## SEPARATION OF EMPLOYMENT AND GENERAL RELEASE

This Separation of Employment and General Release Agreement ("Agreement") is made by and between the City of Lake City, Florida, a municipal corporation, (hereinafter the "City") and Joseph Helfenberger, (hereinafter called "Helfenberger") an individual.

**WHEREAS**, the City has employed Helfenberger as it's City Manager; however, the parties wish to enter into a voluntary agreement to terminate their employment relationship and to resolve any actual or potential claims that either party may have against the other by reason of Helfenberger's employment or termination thereof.

**WHEREAS**, the parties desire to set forth the terms and conditions governing Helfenberger's separation of employment and to provide for the settlement and release of any and all disputes or controversies that have arisen, or which may hereafter arise, between the City and Helfenberger, including without limitation, any and all claims arising out of or in any way related to Helfenberger's employment with or separation from the City.

**NOW THEREFORE**, in consideration of the mutual covenants herein contained and the mutual benefits to be derived therefrom, the sufficiency of which consideration is hereby acknowledged by the undersigned, City and Helfenberger agree and state:

1. **TERMINATION OF EMPLOYMENT.** Upon their mutual agreement, Helfenberger's employment shall terminate on the \_ day of \_\_\_\_\_, 20\_\_, which shall be Helfenberger's final date of employment.

2. **NO ADMISSION OF LIABILITY.** This Agreement is not an admission by Helfenberger or the City of any wrongful conduct whatsoever. Both parties deny and disclaim any liability to or wrongful conduct against the other or any third party.

3. **PAYMENT AND BENEFITS.** Helfenberger shall receive his regular paycheck for the pay period ending \_\_ \_\_\_\_, 20\_\_, on or before \_\_\_\_\_, 20\_\_. Helfenberger shall receive on or before \_\_\_\_\_, 20\_\_, an additional payment to compensate for his accumulated paid time off, subject to customary payroll deductions,

As consideration for this Agreement and the release contained within, and in full and complete satisfaction of all obligations due and owing Helfenberger, the City shall:

A. Pay Helfenberger an amount equal twelve (12) workweeks of his current salary, subject to customary payroll deductions to include Helfenberger's portion of health, dental and vision insurance premiums for an equal number of weeks.

4. **SURRENDER AND VACATION OF EMPLOYER'S PROPERTY.** Upon execution of this Agreement, Helfenberger shall deliver all the City's property in his possession and further, shall vacate

the City's property.

**5. RELEASE AND WAIVER OF CLAIMS.** In consideration of the benefits to be provided to Helfenberger pursuant to this Agreement, Helfenberger including his heirs and assigns hereby irrevocably and unconditionally releases, acquits and discharges the City and each of its past, present and future elected officials, department heads, officers, employees, agents, representatives and attorneys from any and all charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts and expenses (including attorneys' fees and costs actually incurred), of any nature whatsoever, whether known or unknown, arising out of any act, omission, or event from the beginning of time up to the execution of this Agreement. Helfenberger specifically acknowledges and agrees that he is releasing and giving up any right that he may now have under federal or state law or political subdivision thereof and any claims that he may now have or could have asserted against the City.

Helfenberger specifically agrees to release all claims that he may have against the City under many different laws, including but not limited to: *the Age Discrimination in Employment Act, the Older Workers Benefit Protection Act, and Executive Order 11141, which prohibit age discrimination in employment*; Title VII of the Civil Rights Act of 1964, Section 1981 of the Civil Rights Act of 1866, and Executive Order 11246, which prohibit discrimination based on race, color, national origin, religion, or sex; the Americans with Disabilities Act and Sections 503 and 504 of the Rehabilitation Act of 1973, which prohibit discrimination based on disability; any other federal, state, or local laws prohibiting employment or wage discrimination; the Fair Labor Standards Act of 1938 and state laws that regulate wage and hour matters; the Family and Medical Leave Act of 1993; Helfenberger Retirement Income Security Act of 1974; any federal, state, or local laws providing workers' compensation benefits, prohibiting retaliatory or wrongful discharge, otherwise restricting an employer's right to terminate employees, or otherwise regulating employment; claims for breach of contract, promissory estoppel, defamation, slander, or libel; claims for termination pay, severance, or other benefits; and any other federal, state, or local tort or contract claim. Helfenberger expressly waives all rights that he might have under any law that is intended to protect him from waiving unknown claims.

The City hereby irrevocably and unconditionally releases, acquits and discharges Helfenberger from any and all from any and all charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts and expenses (including attorneys' fees and costs actually incurred), of any nature whatsoever, whether known or unknown, arising out of any act, omission, or event from the beginning of time up to the execution of this Agreement.

**6. REFERENCES AND NON-DISPARAGEMENT.** If it is necessary for the City to provide a reference to a prospective employer, Helfenberger agrees that he will direct the prospective employer to contact the City Clerk. Additionally, Helfenberger and the elected officials agree that

they shall not disparage or make negative comments about each other; provided that this Section shall not apply to comments made to any other governmental entity or as required by law.

**7. REPRESENTATIONS AND WARRANTIES.** The undersigned parties hereby represent and warrant the following to the other:

A. Helfenberger represents and warrants that: he is legally and mentally competent to sign this Agreement; he is the sole owner of any claims against the City; he has the requisite capacity and authority to make this Agreement, and no portion of any existing or potential claims has been sold, assigned or pledged to any third party; and he presently possesses the exclusive right to receive all of the consideration paid in exchange for this Agreement.

B. Helfenberger represents and warrants that he has not and will not file any complaints, charges or lawsuits against the City or any of its past, present and future elected officials, department heads, officers, employees, agents, representatives or attorneys with any governmental agency or any court, including without limitation, any claim or matter of any nature whatsoever related to or arising out of his employment with or separation of his employment, except Helfenberger expressly reserves the right to file a claim for unemployment benefits. Helfenberger further agrees to indemnify and hold the City harmless from any and all loss, costs, damages or expenses, including reasonable attorney fees incurred by the City, arising out of any claim concerning the separation of employment that may hereafter be made by Helfenberger or any other party.

C. The City represents and warrants that it has not and will not file any complaints, charges or lawsuits against Helfenberger with any governmental agency or any court, including without limitation, any claim or matter of any nature whatsoever relating to or arising out of Helfenberger's employment with the City or the separation of his employment from the City. The City further agrees to indemnify and hold Helfenberger harmless from any and all loss, costs, damages or expenses, including reasonable attorney fees incurred by Helfenberger, arising out of any claim arising from the separation of his employment that may hereafter be made by the City or any other party.

D. Each party is fully aware of the contents of this Agreement and of its legal effect and understands that it should obtain legal advice regarding this Agreement as they deem appropriate. The parties hereto and each of them, have carefully read this Agreement and know the contents thereof, and they signed the same freely and voluntarily.

E. This Agreement sets forth the entire agreement between the parties and supersedes any and all prior agreements or understandings between the parties pertaining to the subject matter herein. No waiver of a breach of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision of this Agreement or of any succeeding breach of the same provision. No delay in acting with regard to any breach of any provision of this Agreement shall be construed to be a waiver of such breach. If any provision in this Agreement is found to be unenforceable, all other provisions will remain fully enforceable.

F. No promise or inducement has been made or offered, except as herein expressly set forth, and



this Agreement is executed without reliance upon any statement or representation by any of the released parties or their representatives.

G. The language of all parts of this Agreement shall, in all cases, be construed as a whole, according to its fair meaning, and not strictly for or against either party.

H. This Agreement and any amendments hereto may be executed in multiple counterparts by the parties. Each counterpart shall be deemed an original, but all counterparts together shall constitute one and the same instrument.

8. **JURISDICTION.** This Agreement shall be governed by the laws of the State of Florida, and the Columbia County Circuit Court shall have exclusive jurisdiction of any disputes arising under this Agreement.

9. **BINDING EFFECT.** This Agreement shall be binding upon and shall accrue to the benefit of the parties hereto, their respective personal representatives, successors in interest and assigns.

**IN WITNESS WHEREOF,** the parties have executed this Agreement as of the respective dates set forth below and each hereby acknowledge receipt of an executed copy of this Agreement.

**THE CITY OF LAKE CITY, FLORIDA**

BY: \_\_\_\_\_ / \_\_\_\_\_  
Stephen M. Witt. / Date  
Mayor

(SEAL)

ATTEST:

APPROVED AS TO FORM AND LEGALITY:

BY: \_\_\_\_\_  
Audrey E. Sikes,  
City Clerk

BY: \_\_\_\_\_  
Frederick L. Koberlein, Jr.  
City Attorney

**JOSEPH HELFENBERGER**

BY: \_\_\_\_\_ / \_\_\_\_\_  
Joseph Helfenberger / Date



## ICMA Code of Ethics with Guidelines

The ICMA Code of Ethics was adopted by the ICMA membership in 1924, and most recently amended by the membership in June 2017. The Guidelines for the Code were adopted by the ICMA Executive Board in 1972, and most recently revised in June 2017.

The mission of ICMA is to create excellence in local governance by developing and fostering professional local government management worldwide. To further this mission, certain principles, as enforced by the Rules of Procedure, shall govern the conduct of every member of ICMA, who shall:

**Tenet 1.** Be dedicated to the concepts of effective and democratic local government by responsible elected officials and believe that professional general management is essential to the achievement of this objective.

**Tenet 2.** Affirm the dignity and worth of the services rendered by government and maintain a constructive, creative, and practical attitude toward local government affairs and a deep sense of social responsibility as a trusted public servant.

### GUIDELINE

Advice to Officials of Other Local Governments. When members advise and respond to inquiries from elected or appointed officials of other local governments, they should inform the administrators of those communities.

**Tenet 3.** Demonstrate by word and action the highest standards of ethical conduct and integrity in all public, professional, and personal relationships in order that the member may merit the trust and respect of the elected and appointed officials, employees, and the public.

### GUIDELINES

Public Confidence. Members should conduct themselves so as to maintain public confidence in their position and profession, the integrity of their local government, and in their responsibility to uphold the public trust.

Influence. Members should conduct their professional and personal affairs in a manner that demonstrates that they cannot be improperly influenced in the performance of their official duties.

Appointment Commitment. Members who accept an appointment to a position should report to that position. This does not preclude the possibility of a member considering several offers or seeking several positions at the same time. However, once a member has accepted a formal offer of employment, that commitment is considered binding unless the employer makes fundamental changes in the negotiated terms of employment.

Credentials. A member's resume for employment or application for ICMA's Voluntary Credentialing Program shall completely and accurately reflect the member's education, work experience, and personal history. Omissions and inaccuracies must be avoided.

Professional Respect. Members seeking a position should show professional respect for persons formerly holding the position, successors holding the position, or for others who might be applying for the same

position. Professional respect does not preclude honest differences of opinion; it does preclude attacking a person's motives or integrity.

**Reporting Ethics Violations.** When becoming aware of a possible violation of the ICMA Code of Ethics, members are encouraged to report possible violations to ICMA. In reporting the possible violation, members may choose to go on record as the complainant or report the matter on a confidential basis.

**Confidentiality.** Members shall not discuss or divulge information with anyone about pending or completed ethics cases, except as specifically authorized by the Rules of Procedure for Enforcement of the Code of Ethics.

**Seeking Employment.** Members should not seek employment for a position that has an incumbent who has not announced his or her separation or been officially informed by the appointive entity that his or her services are to be terminated. Members should not initiate contact with representatives of the appointive entity. Members contacted by representatives of the appointive entity body regarding prospective interest in the position should decline to have a conversation until the incumbent's separation from employment is publicly known.

**Relationships in the Workplace.** Members should not engage in an intimate or romantic relationship with any elected official or board appointee, employee they report to, one they appoint and/or supervise, either directly or indirectly, within the organization.

This guideline does not restrict personal friendships, professional mentoring, or social interactions with employees, elected officials and Board appointees.

**Tenet 4.** Recognize that the chief function of local government at all times is to serve the best interests of all of the people.

#### **GUIDELINE**

**Length of Service.** A minimum of two years generally is considered necessary in order to render a professional service to the local government. A short tenure should be the exception rather than a recurring experience. However, under special circumstances, it may be in the best interests of the local government and the member to separate in a shorter time. Examples of such circumstances would include refusal of the appointing authority to honor commitments concerning conditions of employment, a vote of no confidence in the member, or severe personal problems. It is the responsibility of an applicant for a position to ascertain conditions of employment. Inadequately determining terms of employment prior to arrival does not justify premature termination.

**Tenet 5.** Submit policy proposals to elected officials; provide them with facts and advice on matters of policy as a basis for making decisions and setting community goals; and uphold and implement local government policies adopted by elected officials.

#### **GUIDELINE**

**Conflicting Roles.** Members who serve multiple roles – working as both city attorney and city manager for the same community, for example – should avoid participating in matters that create the appearance of a conflict of interest. They should disclose the potential conflict to the governing body so that other opinions may be solicited.

**Tenet 6.** Recognize that elected representatives of the people are entitled to the credit for the establishment of local government policies; responsibility for policy execution rests with the members.

**Tenet 7.** Refrain from all political activities which undermine public confidence in professional administrators. Refrain from participation in the election of the members of the employing legislative body.

#### **GUIDELINES**

Elections of the Governing Body. Members should maintain a reputation for serving equally and impartially all members of the governing body of the local government they serve, regardless of party. To this end, they should not participate in an election campaign on behalf of or in opposition to candidates for the governing body.

Elections of Elected Executives. Members shall not participate in the election campaign of any candidate for mayor or elected county executive.

Running for Office. Members shall not run for elected office or become involved in political activities related to running for elected office, or accept appointment to an elected office. They shall not seek political endorsements, financial contributions or engage in other campaign activities.

Elections. Members share with their fellow citizens the right and responsibility to vote. However, in order not to impair their effectiveness on behalf of the local governments they serve, they shall not participate in political activities to support the candidacy of individuals running for any city, county, special district, school, state or federal offices. Specifically, they shall not endorse candidates, make financial contributions, sign or circulate petitions, or participate in fund-raising activities for individuals seeking or holding elected office.

Elections relating to the Form of Government. Members may assist in preparing and presenting materials that explain the form of government to the public prior to a form of government election. If assistance is required by another community, members may respond.

Presentation of Issues. Members may assist their governing body in the presentation of issues involved in referenda such as bond issues, annexations, and other matters that affect the government entity's operations and/or fiscal capacity.

Personal Advocacy of Issues. Members share with their fellow citizens the right and responsibility to voice their opinion on public issues. Members may advocate for issues of personal interest only when doing so does not conflict with the performance of their official duties.

**Tenet 8.** Make it a duty continually to improve the member's professional ability and to develop the competence of associates in the use of management techniques.

#### **GUIDELINES**

Self-Assessment. Each member should assess his or her professional skills and abilities on a periodic basis.

Professional Development. Each member should commit at least 40 hours per year to professional development activities that are based on the practices identified by the members of ICMA.

**Tenet 9.** Keep the community informed on local government affairs; encourage communication between the citizens and all local government officers; emphasize friendly and courteous service to the public; and seek to improve the quality and image of public service.

**Tenet 10.** Resist any encroachment on professional responsibilities, believing the member should be free to carry out official policies without interference, and handle each problem without discrimination on the basis of principle and justice.

#### **GUIDELINE**

Information Sharing. The member should openly share information with the governing body while diligently carrying out the member's responsibilities as set forth in the charter or enabling legislation.

**Tenet 11.** Handle all matters of personnel on the basis of merit so that fairness and impartiality govern a member's decisions, pertaining to appointments, pay adjustments, promotions, and discipline.

#### **GUIDELINE**

Equal Opportunity. All decisions pertaining to appointments, pay adjustments, promotions, and discipline should prohibit discrimination because of race, color, religion, sex, national origin, sexual orientation, political affiliation, disability, age, or marital status.

It should be the members' personal and professional responsibility to actively recruit and hire a diverse staff throughout their organizations.

**Tenet 12.** Public office is a public trust. A member shall not leverage his or her position for personal gain or benefit.

#### **GUIDELINES**

Gifts. Members shall not directly or indirectly solicit, accept or receive any gift if it could reasonably be perceived or inferred that the gift was intended to influence them in the performance of their official duties; or if the gift was intended to serve as a reward for any official action on their part.

The term "Gift" includes but is not limited to services, travel, meals, gift cards, tickets, or other entertainment or hospitality. Gifts of money or loans from persons other than the local government jurisdiction pursuant to normal employment practices are not acceptable.

Members should not accept any gift that could undermine public confidence. De minimus gifts may be accepted in circumstances that support the execution of the member's official duties or serve a legitimate public purpose. In those cases, the member should determine a modest maximum dollar value based on guidance from the governing body or any applicable state or local law.

The guideline is not intended to apply to normal social practices, not associated with the member's official duties, where gifts are exchanged among friends, associates and relatives.

Investments in Conflict with Official Duties. Members should refrain from any investment activity which would compromise the impartial and objective performance of their duties. Members should not invest or hold any investment, directly or indirectly, in any financial business, commercial, or other private transaction that creates a conflict of interest, in fact or appearance, with their official duties.

In the case of real estate, the use of confidential information and knowledge to further a member's personal interest is not permitted. Purchases and sales which might be interpreted as speculation for quick profit should be avoided (see the guideline on "Confidential Information"). Because personal investments may appear to influence official actions and decisions, or create the appearance of impropriety, members should disclose or dispose of such investments prior to accepting a position in a local government. Should the conflict of interest arise during employment, the member should make full

disclosure and/or recuse themselves prior to any official action by the governing body that may affect such investments.

This guideline is not intended to prohibit a member from having or acquiring an interest in, or deriving a benefit from any investment when the interest or benefit is due to ownership by the member or the member's family of a de minimus percentage of a corporation traded on a recognized stock exchange even though the corporation or its subsidiaries may do business with the local government.

**Personal Relationships.** In any instance where there is a conflict of interest, appearance of a conflict of interest, or personal financial gain of a member by virtue of a relationship with any individual, spouse/partner, group, agency, vendor or other entity, the member shall disclose the relationship to the organization. For example, if the member has a relative that works for a developer doing business with the local government, that fact should be disclosed.

**Confidential Information.** Members shall not disclose to others, or use to advance their personal interest, intellectual property, confidential information, or information that is not yet public knowledge, that has been acquired by them in the course of their official duties.

Information that may be in the public domain or accessible by means of an open records request, is not confidential.

**Private Employment.** Members should not engage in, solicit, negotiate for, or promise to accept private employment, nor should they render services for private interests or conduct a private business when such employment, service, or business creates a conflict with or impairs the proper discharge of their official duties.

Teaching, lecturing, writing, or consulting are typical activities that may not involve conflict of interest, or impair the proper discharge of their official duties. Prior notification of the appointing authority is appropriate in all cases of outside employment.

**Representation.** Members should not represent any outside interest before any agency, whether public or private, except with the authorization of or at the direction of the appointing authority they serve.

**Endorsements.** Members should not endorse commercial products or services by agreeing to use their photograph, endorsement, or quotation in paid or other commercial advertisements, marketing materials, social media, or other documents, whether the member is compensated or not for the member's support. Members may, however, provide verbal professional references as part of the due diligence phase of competitive process or in response to a direct inquiry.

Members may agree to endorse the following, provided they do not receive any compensation: (1) books or other publications; (2) professional development or educational services provided by nonprofit membership organizations or recognized educational institutions; (3) products and/or services in which the local government has a direct economic interest.

Members' observations, opinions, and analyses of commercial products used or tested by their local governments are appropriate and useful to the profession when included as part of professional articles and reports.

**File Attachments for Item:**

23. Discussion and Possible Action - Additional clarification needed for sale of properties - Affordable Housing (Dave Young)

Meeting Date
07/06/2021

# *City of Lake City*

## *Report to City Council*

AGENDA	
Section	
Item No.	

**SUBJECT:** Sale of properties

**DEPT. / OFFICE:** Growth Management

<b>Originator:</b> <b>Karen Nelmes</b>		
<b>City Manager</b> Ami Mitchell-Fields	<b>Department Director</b>	<b>Date</b> 06/30/2021
<b>Recommended Action:</b> Clarification needed on the sale of 12 properties that were addressed in a report by Dave Young, Director of Growth Management on April 5th.		
<b>Summary Explanation &amp; Background:</b> Clarification is needed as to no minimum bids. Most entities are using the appraised value to start their bids and a minimum must be set on the GovDeals website even if it is one dollar. Bidder should also be responsible for Document tax, Recording fees (if applicable) and Auction fees of 5% of their bid. The City should not foot the bill for any of the fees.		
<b>Alternatives:</b> Set a minimum and possibly receive bids less then the properties appraised value.		
<b>Source of Funds:</b> Funds to be used for Affordable Housing		
<b>Financial Impact:</b>		
<b>Exhibits Attached:</b> Example from a Citrus County Listing		



The Citrus County, Florida Board of County Commissioners offers the following real property for auction: ADDRESS: 5460 S VELOUR LOOP, HOMOSASSA, FLORIDA; ALTKEY 1160715; PARCEL ID 17E19S350200 0360; ACREAGE 0.22

**LEGAL DESCRIPTION: NEW HOMOSASSA VILLAGE PB 4 PG 92 LOT 36**

This property is owned by Citrus County, Florida, a political subdivision of the State of Florida, acquired by Deed, in accordance with the laws of the State of Florida. This Property is offered for sale "AS IS, WHERE IS." Citrus County, Florida makes no warranty, guarantee or representation of any kind, expressed or implied, as to the marketability or chain of title to the property, legal access to the property, zoning, road frontage, water/sewer/electric availability, environmental conditions, or physical attributes of the property. The buyer is not entitled to any payment for loss of profit or any other money damages – special, direct, indirect, or consequential.

Auctions are for county deed sales on properties obtained through enchantment or those determined no longer needed for public purpose and having been declared as surplus. The opening bid reflects the Property Appraiser's assessed value of the property and is the minimum the County can accept for this property. Code liens, if any, will be added to the property's minimum bid and special assessments may also apply. It is strongly recommended that you inspect the property and complete a title search before bidding. Additionally, any or all photographs or other representations are for informational purposes only and may not or do not factually represent the current day; due to date differences, vegetation growth and so forth. All dimensions are approximate.

Citrus County, Florida reserves the right, in its sole discretion, to remove parcels from the sale and to reject any or all bids submitted. The winning bidder is responsible for: Documentary tax on the Deed (.70 per \$100), recording fees (approximately \$18.50), and auction fee (12% of sales price). The auction company (GovDeals.com) will contact the winning bidder with the recording cost, and auction fee amounts and other Deed transfer information.

Any other costs or fees desired or incurred by the winning bidder, for example: private attorney, title insurance, closings, survey, tests or examinations and the like, are the responsibility of the winning bidder.

THE DEED WILL BE PLACED IN THE NAME AND ADDRESS AS IT APPEARS ON YOUR BIDDER CARD. DEEDS WILL BE PROCESSED APPROXIMATELY 60 DAYS AFTER THE WINNER IS NOTIFIED.

Please see the attached PDF to view the map

**Additional Info:** [MAP - AK 1160715 - 5460 S VELOUR LOOP, HOMOSAS.pdf](#)

## ? Questions and Answers

There are currently no questions posted for this asset.

## » Seller Information

The City Council in and for the citizens of the City of Lake City, Florida, met in Regular Session, on April 5, 2021 beginning at 6:00 P.M., at the Columbia County School Board Administrative Complex Auditorium located at 372 West Duval Street, Lake City, FL 32055, and via Communications Media Technology.

#### PLEDGE OF ALLEGIANCE

INVOCATION – Mayor Stephen M. Witt

#### ROLL CALL

Mayor/Council Member  
Vice Mayor/Council Member  
City Council

City Attorney  
City Manager  
Sergeant-at-Arms  
City Clerk

Stephen M. Witt  
Chris Greene  
Jake Hill, Jr.  
Eugene Jefferson  
C. Todd Sampson  
Frederick Koberlein, Jr.  
Joseph Helfenberger  
Chief Argatha Gilmore  
Audrey Sikes

#### PROCLAMATIONS

1. National Telecommunicator's Appreciation Week (April 11th - 17th, 2021)  
Mayor Witt presented the proclamation to Fire Chief Burnham, Police Chief Gilmore and Assistant Police Chief Butler.
2. Water Conservation Month (April 2021)  
Mayor Witt presented the proclamation to Water Plant Director Mike Osborn. Mr. Osborn spoke briefly about the importance of water conservation and invited members to come tour the plant on Mondays or Fridays at 10:00 AM.

MINUTES - None

#### APPROVAL OF AGENDA

**Mayor Witt requested to walk on the Olustee Park memorandum as item 4A. Mr. Hill made a motion to approve the agenda as amended. Mr. Sampson seconded the motion and the motion carried unanimously on a voice vote.**

#### APPROVAL OF CONSENT AGENDA

3. Concrete Products Annual Contract, ITB-009-2021 - Columbia Ready Mix.

**Mr. Greene made a motion to approve the consent agenda consisting of item "3" identified above. Mr. Hill seconded the motion and the motion carried unanimously on a voice vote.**

## DEPARTMENTAL ADMINISTRATION

22. Discussion and Possible Action - Affordable Housing - Staff analysis reports on twelve (12) properties designated for affordable housing with suggestions for the disposition of each property. (Dave Young).

Director of Growth Management Dave Young provided a report on the twelve (12) properties designated for affordable housing based on information from the property appraiser's website. He reported there are two (2) small parcels that are too small to be used for anything. Direction was provided for staff to package the two (2) small parcels for sale together with a reserve on it to cover the costs associated with the replat and survey fees.

Public Comment: Hope Crawford encouraged the council to consider striking the stipulation to only sell for affordable housing and to allow anyone to bid on the properties.

Mr. Greene suggested using GovDeals, without a minimum bid, and to use any funds received from the sale of the properties for affordable housing.

**Mr. Greene made a motion to use GovDeals, without minimum bids on the parcels, with the exception of the two smaller parcels that are to be packaged together for sale with a reserve on it to cover the cost associated with replat and survey fees, to be placed up for bids by anyone interested in the properties. The motions includes direction for all funds received for the sale of these properties to be specifically allocated for affordable housing. Mr. Sampson seconded the motion. A roll call vote was taken and the motion passed.**

Mr. Greene	Aye
Mr. Sampson	Aye
Mr. Jefferson	Aye
Mr. Hill	Aye
Mayor Witt	Aye

23. Discussion and Possible Action – The Northeast Florida League of Cities Board of Directors voted to give all Northeast Florida League of Cities Members an opportunity to choose two non-profit organizations they would like to receive a donation from the Northeast Florida League of Cities. The donation amount is \$332 per non-profit organization. Organizations must be active Florida Not For Profit Corporations. The deadline submit recommendations is May 31, 2021. Checks will be mailed to qualified organizations as recommendations are received. (Jake Hill). **Mr. Hill made a motion to recommend Temez Ruise of the Gifted1OnesCorp and Columbia County Senior Services as the two non-profit organizations to each receive a \$332 donation from the Northeast Florida League of Cities. Mr. Greene seconded the motion. A roll call vote was taken and the motion passed.**

Mr. Hill	Aye
Mr. Greene	Aye
Mr. Jefferson	Aye
Mr. Sampson	Aye
Mayor Witt	Aye