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# CITY COUNCIL REGULAR SESSION

## CITY OF LAKE CITY

May 19, 2025 at 6:00 PM

Venue: City Hall

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## AGENDA

REVISED

**Revised 5/16/2025: Item #14 Spreadsheet updated; Item #21 Supporting documentation added**

This 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. Members of the public may also view the meeting on our YouTube channel. YouTube channel information is located at the end of this agenda.

### **Pledge of Allegiance**

**Invocation** - Council Member James Carter

### **Roll Call**

***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.***

***As a reminder, persons are not to openly carry a handgun or carry a concealed weapon or firearm while the governing body is meeting.***

***Failure to abide by the rules of decorum will result in removal from the meeting.***

### **Approval of Agenda**

### **Proclamations/Awards**

1. David W. York Award for Reuse Project of the Year 2025 (Mayor Noah Walker)

**Public Participation - 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.*

**Approval of Consent Agenda**

- [2.](#) Minutes - March 31, 2025 City Council Workshop
- [3.](#) Minutes - April 7, 2025 Regular Session
- [4.](#) Minutes - April 21, 2025 City Council Workshop
- [5.](#) City Council Resolution No. 2025-043 - A resolution of the City of Lake City, Florida, consenting to the assignment to CPH Consulting, LLC., a Delaware Limited Liability Company by Mittauer & Associates, Inc., a Florida Corporation of that certain agreement between the City and said Mittauer & Associates, Inc.; making certain findings of fact in support of the City consenting to said assignment; recognizing the authority of the Mayor to execute and bind the City to said consent to assignment; directing the Mayor to execute and bind the City to said consent to assignment; repealing all prior resolutions in conflict; and providing an effective date.
- [6.](#) City Council Resolution No. 2025-074- A resolution of the City of Lake City, Florida, approving that certain job position and description for Fire Fighter Training Officer; making certain findings of fact in support of the City approving said position and description; directing the City Manager to update the City's Position Descriptions Manual with said revised position and description; repealing all prior resolutions in conflict; and providing an effective date.
- [7.](#) City Council Resolution No. 2025-076 - A resolution of the City of Lake City, Florida, adopting the evaluation and tabulation of responses to that certain Invitation to Bid Number 011-2025 for HVAC repair and maintenance awarding said Bid to Sherman Mechanical Contractors, LLC., a Florida Limited Liability Company; approving the agreement with said vendor; making certain findings of fact in support thereof; recognizing the authority of the Mayor to execute and bind the City to said agreement; directing the Mayor to execute and bind the City to said agreement; repealing all prior resolutions in conflict; and providing an effective date.
- [8.](#) City Council Resolution No. 2025-077 - A resolution of the City of Lake City, Florida, accepting the donation of a utility trailer manufactured by J&E Custom Utility Trailers, LLC (VIN -1J9BU1628S1471181) from the Citizens Police

Academy Alumni Association, Inc., a 501(c)(3) Corporation, for use by the Lake City Police Department; making certain findings of fact in support of the City accepting said donation; recognizing the authority of the Mayor to execute such documents as are necessary to transfer ownership of said utility trailer to the City of Lake City for use by the Lake City Police Department; directing the Mayor to execute such documents as are necessary to transfer ownership of said utility trailer to the City of Lake City for the use by the Lake City Police Department; repealing all prior resolutions in conflict; and providing an effective date.

- [9.](#) City Council Resolution No. 2025-082 - A resolution of the City of Lake City, Florida, authorizing the submission of that certain application by the City to the State of Florida Department of Commerce seeking a grant for the allocation of Community Development Block Grant Funds for the repaving of a segment of NE Martin Luther King, Jr. Street in the City of Lake City; making certain findings of fact in support of the City amending said agreement; recognizing the authority of the Mayor to execute and bind the City to said agreement; directing the Mayor to execute and bind the City to said agreement; repealing all prior resolutions in conflict; and providing an effective date.

## **Presentations**

- [10.](#) Discussion and Possible Action - Michael Cavendish, Cavendish Partners - Second Legal Opinion on a matter involving a final employment payment made to departing City Manager Paul Dyal (Mayor Noah Walker)
11. Discussion and Possible Action – Community Outreach, Pastor InGraham, Mt. Pisgah AME Church (Council Member Chevella Young)

## **Old Business**

### Ordinances

### **Open Quasi-Judicial Hearing**

- [12.](#) City Council Ordinance No. 2025-2311 (first reading) - An ordinance of the City of Lake City, Florida, pursuant to Petition No. ANX 25-04, submitted by Real Terrace, LLC relating to voluntary annexation; 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; making certain findings of fact in support thereof; providing severability; repealing all ordinances in conflict; providing an effective date. (Property is located at the intersection of NW Real Terrace and NW Bascom Norris Drive)

Motion to Continue on first reading 5/5/25

**Disclosure by Council members of ex-parte communications (this includes site visits), if any.**

**Swearing in of applicant/appellant, staff and all witnesses collectively by City Attorney.**

**Clerk should take custody of exhibits.**

Note: All exhibits, diagrams, photographs and similar physical evidence referred to during the testimony or which you would like the Council to consider must be marked for identification and kept by the Clerk for 30 days.

**A. Brief introduction of ordinance by city staff.**

**B. Presentation of application by applicant.**

**C. Presentation of evidence by city staff.**

**D. Presentation of case by third party intervenors, if any.**

**E. Public comments.**

**F. Cross examination of parties by party participants.**

**G. Questions of parties by City Council.**

**H. Closing comments by parties.**

**I. Instruction on law by attorney.**

**J. Discussion and action by City Council.**

### **Close Quasi-Judicial Hearing**

Adopt City Council Ordinance No. 2025-2311 on first reading

Resolutions - None

Other Items

13. Lake Shore Hospital Authority - Update From City Manager Don Rosenthal and City Attorney Clay Martin
- [14.](#) Discussion and Possible Action: Reconsider venue selection for the City to host the Northeast Florida League Dinner Meeting to be held on Thursday, December 18, 2025 (Council Member Ricky Jernigan)

### **New Business**



Ordinances**Open Quasi-Judicial Hearing**

- 15.** City Council Ordinance No. 2025-2313 (first 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 concerning 50 or less acres of land, pursuant to an application, CPA 25-02, by Jacob T. Cremer of Stearns Weaver Miller, as agent for Seacoast National Bank F/K/A Drummond National Bank, the property owner 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 County-Highway Interchange to City-Commercial of certain lands within the Corporate Limits of the City of Lake City, Florida; making findings of fact in support thereof; providing severability; repealing all ordinances in conflict; providing an effective date. (This property is located at 3882 W US Highway 90)

**Disclosure by Council members of ex-parte communications (this includes site visits), if any.**

**Swearing in of applicant/appellant, staff and all witnesses collectively by City Attorney.**

**Clerk should take custody of exhibits.**

Note: All exhibits, diagrams, photographs and similar physical evidence referred to during the testimony or which you would like the Council to consider must be marked for identification and kept by the Clerk for 30 days.

- A. Brief introduction of ordinance by city staff.**
- B. Presentation of application by applicant.**
- C. Presentation of evidence by city staff.**
- D. Presentation of case by third party intervenors, if any.**
- E. Public comments.**
- F. Cross examination of parties by party participants.**
- G. Questions of parties by City Council.**
- H. Closing comments by parties.**
- I. Instruction on law by attorney.**

**J. Discussion and action by City Council.****Close Quasi-Judicial Hearing**

Adopt City Council Ordinance No. 2025-2313 on first reading

**Open Quasi-Judicial Hearing**

- [16.](#) City Council Ordinance No. 2025-2314 (first 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 25-02, by Jacob T. Cremer of Stearns Weaver Miller, as agent for Seacoast National Bank F/K/A Drummond National Bank, the property owner of said acreage; providing for rezoning from County-Commercial, Highway Interchange (CHI) to City-Commercial, Highway Interchange (CHI) of certain lands within the Corporate Limits of the City of Lake City, Florida; providing severability; repealing all ordinances in conflict; providing an effective date. (This property is located at 3882 W US Highway 90)

**Disclosure by Council members of ex-parte communications (this includes site visits), if any.**

**Swearing in of applicant/appellant, staff and all witnesses collectively by City Attorney.**

**Clerk should take custody of exhibits.**

Note: All exhibits, diagrams, photographs and similar physical evidence referred to during the testimony or which you would like the Council to consider must be marked for identification and kept by the Clerk for 30 days.

**A. Brief introduction of ordinance by city staff.**

**B. Presentation of application by applicant.**

**C. Presentation of evidence by city staff.**

**D. Presentation of case by third party intervenors, if any.**

**E. Public comments.**

**F. Cross examination of parties by party participants.**

**G. Questions of parties by City Council.**

**H. Closing comments by parties.**

**I. Instruction on law by attorney.****J. Discussion and action by City Council.****Close Quasi-Judicial Hearing**

Adopt City Council Ordinance No. 2025-2314 on first reading

- [17.](#) City Council Ordinance No. 2025-2317 (first reading) - An ordinance of the City of Lake City, Florida, providing for the permanent closure, vacation, and abandonment of certain portions of NE Bailey Street, NE Lurose Street, and NE Alfonso Levy Terrace abutting real property owned by the Columbia County School District (the "District") pursuant to Section 86-102 of the Code of Ordinances of the City of Lake City in response to an Intergovernmental request from the District; making findings of fact in support thereof; authorizing the City to convey by Quit-Claim Deed to the District all of the closed, vacated, and abandoned portions of NE Bailey Street, NE Lurose Street, and NE Alfonso Levy Terrace; providing for severability; providing for conflicts; and providing for an effective date.

Adopt City Council Ordinance No. 2025-2317 on first reading

**Resolutions**

- [18.](#) City Council Resolution No. 2025-070 - A resolution of the City of Lake City, Florida, approving that certain agreement between the City and Tyler Technologies, Inc, a Delaware Corporation for enterprise permitting and licensing software components in support of the Growth Management, Customer Service, and Finance Departments; making certain findings of fact in support of the City approving said agreement; authorizing the reallocation of funds in the City Budget to fund the acquisition of said software solution; recognizing the authority of the Mayor to execute and bind the City to said agreement; directing the Mayor to execute and bind the City to said agreement; repealing all prior resolutions in conflict; and providing an effective date.
- [19.](#) City Council Resolution No. 2025-079 - A resolution of the City of Lake City, Florida, adopting the evaluation and tabulation of responses to that certain Invitation to Bid Number 014-2025 for the milling and repaving of Camp Street, awarding said Bid to Florida Fill and Grading, Inc., a Florida Corporation; approving the agreement with said vendor; making certain findings of fact in support thereof; recognizing the authority of the Mayor to execute and bind the City to said agreement; directing the Mayor to execute and bind the City to said agreement; repealing all prior resolutions in conflict; and providing an effective date.
- [20.](#) City Council Resolution No. 2025-081 - A resolution of the City of Lake City, Florida, approving Task Assignment Number Fifteen (15) pursuant to the

continuing contract with Jones Edmunds and Associates, Inc, a Florida Corporation, to provide professional consulting services; providing for a proposed cost not to exceed \$71,980; making certain findings of fact in support of the City approving said task assignment; recognizing the authority of the Mayor to execute and bind the City to said task assignment; authorizing the City Manager with the consent of the City Attorney to make minor changes to the scope of work of the task assignment provided such changes do not increase the quoted price in the task assignment; repealing all prior resolutions in conflict; and providing an effective date.

#### Other Items

- [21.](#) Discussion and Possible Action: Richardson Community Center Sumer Camp (Council Member Chevella Young and Chief Butler)

#### **Departmental Administration - None**

#### **Comments by Charter Officers**

City Manager Don Rosenthal

City Attorney Clay Martin

City Clerk Audrey Sikes

#### **Comments by Council Members**

Council Member Chevella Young

Council Member Ricky Jernigan

Council Member James Carter

Council Member Tammy Harris

Mayor Noah Walker

#### **Adjournment**

#### **UPCOMING DATES OF INTEREST**

Saturday, June 28, 2025, 10:00 AM - Town Hall - Council Member Tammy Harris at Richardson Community Center

#### **YouTube Information**

Members of the public may also view the meeting on our YouTube channel at:  
<https://www.youtube.com/c/CityofLakeCity>

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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. David W. York Award for Reuse Project of the Year 2025 (Mayor Noah Walker)



**Florida Water  
Environment  
Association**

**wef** Member Association

**DAVID W. YORK AWARD  
REUSE PROJECT OF THE YEAR**

*Presented to*

**CITY OF LAKE CITY  
LAKE CITY RECHARGE  
WETLAND PROJECT**

**By the**

**FLORIDA WATER ENVIRONMENT ASSOCIATION**

**For Exemplary Reuse Projects**

**2025**

**File Attachments for Item:**

2. Minutes - March 31, 2025 City Council Workshop



The City Council in and for the citizens of the City of Lake City, Florida, met in Workshop, on March 31, 2025, beginning at 6:00 P.M., in the City Council Chambers, located at City Hall 205 North Marion Avenue, Lake City, Florida. Members of the public also viewed the meeting on our YouTube Channel.

#### CALL TO ORDER

#### ROLL CALL

Mayor/Council Member  
City Council

Noah Walker  
Chevella Young  
Ricky Jernigan  
James Carter  
Tammy Harris  
Clay Martin  
Don Rosenthal  
Chief Gerald Butler  
Audrey Sikes

City Attorney  
City Manager  
Sergeant-at-Arms  
City Clerk

#### ITEMS FOR DISCUSSION

1. Four Waters Engineering – Gwen Lake Project Progress (Michael R. Klink, PE)

Mr. Klink gave a PowerPoint presentation on the progress at Gwen Lake.

#### PUBLIC PARTICIPATION – PUBLIC COMMENTS

- Leslie Jean Bart
- Glenel Bowden
- Sylvester Warren
- Vanessa George

#### ADJOURNMENT

**Having no further business, Mayor Walker adjourned the meeting at 6:27 PM.**

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Noah Walker, Mayor/Council Member

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Audrey Sikes, City Clerk

**File Attachments for Item:**

3. Minutes - April 7, 2025 Regular Session

The City Council in and for the citizens of the City of Lake City, Florida, met in Regular Session, on April 7, 2025, beginning at 6:00 PM, in the City Council Chambers, located at City Hall 205 North Marion Avenue, Lake City, Florida. Members of the public also viewed the meeting on our YouTube Channel.

EVENTS PRIOR TO MEETING – 5:30 PM Community Redevelopment Agency Meeting

PLEDGE OF ALLEGIANCE

INVOCATION – Mayor Noah Walker

ROLL CALL

Mayor/Council Member  
City Council

City Attorney  
City Manager  
Sergeant-at-Arms  
City Clerk

Noah Walker  
Chevella Young  
Ricky Jernigan  
James Carter  
Tammy Harris  
Clay Martin  
Don Rosenthal  
Chief Gerald Butler  
Audrey Sikes

APPROVAL OF AGENDA

**Mr. Carter made a motion to approve the agenda as presented. Ms. Young seconded the motion, and the motion carried unanimously on a voice vote.**

PROCLAMATIONS

1. Hilda Albritton Retirement – Ms. Albritton not in attendance, therefore, this Item was postponed.
2. Water Conservation Month - April 2025

Mayor Walker presented the Water Conservation Month Proclamation to Water Plant Director Mike Osborne.

PUBLIC PARTICIPATION – PERSONS WISHING TO ADDRESS COUNCIL

- Glenel Bowden
- Sylvester Warren

APPROVAL OF CONSENT AGENDA

3. Minutes - February 18, 2025, Regular Session
4. Minutes - March 17, 2025, Regular Session

5. City Council Resolution No. 2025-030 - A resolution of the City of Lake City, Florida, appointing Lisa Morris as a Resident Trustee to the Board of Trustees of the City's Municipal Firefighters Pension Trust Fund pursuant to Section 175.061, Florida Statutes and Section 70-123, City of Lake City Code of Ordinances; directing the City Clerk to reflect said appointment and expiration of term in such records of the City as are necessary and prudent; making certain findings of fact in support of the City Clerk reflecting such appointment and expiration of term in the records of the City; repealing all prior resolutions in conflict; and providing an effective date.
6. City Council Resolution No. 2025-040 - A resolution of the City of Lake City, Florida approving an amendment to that certain agreement between the City and Toco Engineering, LLC., a Florida limited liability company, consenting to the assignment of said agreement by Toco Engineering, LLC. to Baxter & Woodman, Inc.; making certain findings of fact in support of the approving said amendment; recognizing the authority of the Mayor to execute and bind the City to said agreement; directing the Mayor to execute and bind the City to said agreement; repealing all prior resolutions in conflict; and providing an effective date.
7. City Council Resolution No. 2025-045 - A resolution of the City of Lake City, Florida, approving that certain agreement for State Highway Lighting, Maintenance, and Compensation for Fiscal Year 2025-2026 with the State of Florida Department of Transportation; making certain findings of fact in support of the City approving said agreement; recognizing the authority of the Mayor to execute and bind the City to said agreement; repealing all prior resolutions in conflict; and providing an effective date.

**Mr. Carter made a motion to approve the consent agenda as presented. Ms. Harris seconded the motion. A roll call vote was taken and the motion carried.**

<b>Mr. Carter</b>	<b>Aye</b>
<b>Ms. Harris</b>	<b>Aye</b>
<b>Ms. Young</b>	<b>Aye</b>
<b>Mr. Jernigan</b>	<b>Aye</b>
<b>Mayor Walker</b>	<b>Aye</b>

## PRESENTATIONS

8. Katie Hall, General Manager and CEO, Florida Gas Utility - Directive Confirmation and Addendum related to prepaid deal

Executive Director of Utilities, Steve Brown introduced Katie Hall, General Manager and CEO of Florida Gas Utility. Ms. Hall presented members with a discounted natural gas option.

## OLD BUSINESS

### Other Items

9. Discussion and Possible Action - Lake Shore Hospital Authority/Meridian Behavioral Healthcare Land Use Matter (Resolution of Pending Land Use Issue) (Attorney Clay Martin)

City Council Resolution No. 2025-058 - A resolution of the City of Lake City, Florida approving that certain resolution of Chapter 164, Conflict Resolution between Lake Shore Hospital Authority and the City of Lake City, Florida; making certain findings of fact in support of the City approving said agreement; directing the City Manager to execute and bind the City to said agreement; repealing all prior resolutions in conflict; and providing an effective date.

City Attorney Martin provided a brief overview of the process and the provisions in the agreement. He expressed his appreciation to all parties involved that worked through the solutions.

PUBLIC COMMENT: Sylvester Warren; Glenel Bowden

Ms. Harris reported being employed by Meridian Behavioral Healthcare, and inquired as to whether she should vote on the matter.

City Attorney Martin stated on the basis of her employer benefitting from this matter, it would in fact be proper for her to abstain from voting due to the conflict.

Mr. Carter expressed support for the stipulation for public safety in the agreement.

Mayor Walker also expressed support for the stipulation for public safety in the agreement.

Attorney Martin reported the Lake Shore Hospital Authority would have to approve the stipulation on their end.

Mr. Jernigan inquired why did we get to this point.

Attorney Sid Ansbacher reported members could approve the negotiated agreement tonight, and that all three boards would need approval before we have resolution.

**Mr. Jernigan made a motion to approve City Council Resolution No. 2025-058. Mr. Carter seconded the motion. A roll call vote was taken and the motion carried.**

Mr. Jernigan	Aye
Mr. Carter	Aye
Ms. Young	Aye
Ms. Harris	Abstained (see attached form)
Mayor Walker	Aye

NEW BUSINESS

Ordinances

- 10. City Council Ordinance No. 2025-2302 (first reading) - An ordinance of the City of Lake City, Florida, amending the Code of the City of Lake City, Florida, Chapter

70, Article IV, Police Officers' Pension Plan and Trust Fund; amending Section 70-96.1 to provide for payment of supplemental benefits to those receiving service incurred disability benefits and the continuation of supplemental benefits to joint annuitants prospectively; providing for severability; providing for conflicts; providing for codification; and providing for an effective date. **Mr. Jernigan made a motion to approve City Council Ordinance No. 2025-2302 on first reading. Ms. Harris seconded the motion. A roll call vote was taken and the motion carried.**

<b>Mr. Jernigan</b>	<b>Aye</b>
<b>Ms. Harris</b>	<b>Aye</b>
<b>Ms. Young</b>	<b>Aye</b>
<b>Mr. Carter</b>	<b>Aye</b>
<b>Mayor Walker</b>	<b>Aye</b>

At this time Mayor Walker adjourned the meeting for a break from 7:12 PM until 7:18 PM.

- 11. City Council Ordinance No. 2025-2304 (first reading) - An ordinance pertaining to land development regulation fees within the City of Lake City; repealing said existing land use regulation fees established by Resolution 2019-099; establishing updated fees for land development regulation processing and review; establishing provisions regarding payment of said fees; establishing exceptions thereto for financial hardship; repealing all resolutions and ordinances in conflict; making findings of fact in support thereof; providing for severability; and providing an effective date.

Principal Planner Bryan Thomas gave a PowerPoint presentation on the proposed fees.

PUBLIC COMMENT: Sylvester Warren; Vanessa George

Ms. Harris inquired on how much the fees were compared to the County’s fees.

Mr. Thomas stated the large-scale fees are for large scale developments of 50 acres or more.

City Manager Rosenthal reported he requested the elevation in fees, and felt they were reasonable.

Mr. Carter reported he would like to stay in line with the County, and felt this fee schedule was acceptable.

Mr. Jernigan inquired as to whether this would be a one-time fee. To which Mr. Thomas stated yes.

**Mr. Carter made a motion to approve City Council Ordinance No. 2025-2304 on first reading. Mr. Jernigan seconded the motion. A roll call vote was taken and the motion carried.**

Mr. Carter	Aye
Mr. Jernigan	Aye
Ms. Young	Nay*
Ms. Harris	Nay
Mayor Walker	Aye

**\* Ms. Young stated before voicing her vote, that fees should have been raised beforehand.**

## Resolutions

12. City Council Resolution No. 2025-006 - A resolution of the City of Lake City, Florida, approving that certain agreement between the City and the State of Florida Department of Environmental Protection for Petroleum Cleanup Participation Program Funding; making certain findings of fact in support of the City approving said agreement; recognizing the authority of the Mayor to execute and bind the City to said agreement; directing the Mayor to execute and bind the City to said agreement; repealing all prior resolutions in conflict; and providing an effective date. **Mr. Carter made a motion to approve City Council Resolution No. 2025-006. Ms. Harris seconded the motion, and the motion carried unanimously on a voice vote.**

Mr. Carter	Aye
Ms. Harris	Aye
Ms. Young	Aye
Mr. Jernigan	Aye
Mayor Walker	Aye

13. City Council Resolution No. 2025-039 - A resolution of the City of Lake City, Florida accepting funds awarded by the Edward Byrne Memorial Grant Program to purchase portable vehicle barriers; adopting the grant award agreement associated with accepting such grant funds; making certain findings of fact in support of the City accepting such funds and adopting said grant award agreement; recognizing the authority of the Mayor to execute and bind the City to said agreement; repealing all prior resolutions in conflict; and providing and effective date.

Chief Butler provided a brief summary of what the grant would be used for, which is barriers.

**Ms. Harris made a motion to approve City Council Resolution No. 2025-039. Mr. Jernigan seconded the motion. A roll call vote was taken and the motion carried.**

Ms. Harris	Aye
Mr. Jernigan	Aye
Ms. Young	Aye
Mr. Carter	Aye
Mayor Walker	Aye

14. City Council Resolution No. 2025-042 - A resolution of the City Council of the City of Lake City, Florida, pursuant to Section 196.1978(3)(o), Florida Statutes, electing to not exempt property under Section 196.1978(3)(d)1.a, Florida Statutes, commonly known as the "Live Local Act Property Tax Exemption"; providing findings of fact in support thereof; providing direction to the City Clerk; repealing all prior resolutions in conflict; and providing an effective date.

PUBLIC COMMENT: Sylvester Warren; Erika Winsberg

City Attorney Martin spoke to the legality and tax exemption opt out. He explained how the City was able to opt out.

Mr. Carter spoke in support of opting out of the exemption.

Mr. Jernigan asked Mr. Rosenthal to explain.

Mr. Rosenthal reported the key downsides of the "Live Local Act:"

1. Potential loss of local control: Local governments have reduced authority over zoning and land-use decisions, limiting their ability to control growth, density, and community planning.
2. Concerns about overdevelopment: Accelerated construction projects might strain existing infrastructure, increasing congestion and impacting quality of life.
3. Reduced public input: By bypassing certain local hearings or zoning approvals, communities have less say in the development processes that directly affect their neighborhoods.
4. Affordable housing effectiveness: Critics argue it may primarily benefit developers rather than significantly increasing affordable housing options for lower-income residents.
5. Environmental concerns: Increased building density may exacerbate issues such as flooding, loss of green space, and environmental degradation.

Mayor Walker reported the exemption would strip public input on development.

**Mr. Carter made a motion to approve City Council Resolution No. 2025-042. Mr. Jernigan seconded the motion. A roll call vote was taken and the motion carried.**

Mr. Carter	Aye
Mr. Jernigan	Aye
Ms. Young	Aye
Ms. Harris	Aye
Mayor Walker	Aye

15. City Council Resolution No. 2025-047 - A resolution of the City of Lake City, Florida, amending that certain agreement between the City and Looks Great



Services of MS, Inc., a Mississippi Corporation, for annual tree removal, stump grinding, and mulching; making certain findings of fact in support of the City amending said agreement; recognizing the authority of the Mayor to execute and bind the City to said agreement; directing the Mayor to execute and bind the City to said agreement; repealing all prior resolutions in conflict; and providing an effective date.

Mr. Carter confirmed with Procurement Director, Brenda Karr, this resolution was a renewal. Ms. Karr reported it was an annual renewal and is a 3% increase, but even with a 3% increase, this company still came in under all other Bids.

**Mr. Carter made a motion to approve City Council Resolution No. 2025-047. Ms. Harris seconded the motion. A roll call vote was taken and the motion carried.**

<b>Mr. Carter</b>	<b>Aye</b>
<b>Ms. Harris</b>	<b>Aye</b>
<b>Ms. Young</b>	<b>Aye</b>
<b>Mr. Jernigan</b>	<b>Aye</b>
<b>Mayor Walker</b>	<b>Aye</b>

16. City Council Resolution No. 2025-048 - A resolution of the City of Lake City, Florida, approving that certain directive by and between the City of Lake City and Florida Gas Utility for a participation in that certain gas pre-pay transaction initiated by the Municipal Gas Authority of Georgia; making certain findings of fact in support of the City of Lake City entering into said directive; recognizing the authority of the Mayor of the City of Lake City to execute such directive; repealing all prior resolutions in conflict; and providing an effective date. **Ms. Harris made a motion to approve City Council Resolution No. 2025-048. Mr. Carter seconded the motion. A roll call vote was taken and the motion carried.**

<b>Ms. Harris</b>	<b>Aye</b>
<b>Mr. Carter</b>	<b>Aye</b>
<b>Ms. Young</b>	<b>Aye</b>
<b>Mr. Jernigan</b>	<b>Aye</b>
<b>Mayor Walker</b>	<b>Aye</b>

17. City Council Resolution No. 2025-049 - A resolution of the City of Lake City, Florida, approving that certain agreement between the City and Alfred Benesch & Company, an Illinois Corporation, D/B/A "Benesch" for consulting services to assist the City with a Lake City Fire Rescue Assessment Study for Fiscal Year 2025-26 at a cost not to exceed \$47,848; making certain findings of fact in support of the City approving said agreement; recognizing the authority of the Mayor to execute and bind the City to said agreement; repealing all prior resolutions in conflict; and providing an effective date.

PUBLIC COMMENT: Sylvester Warren

Mr. Rosenthal reported this was a budgeted item.

**Mr. Carter made a motion to approve City Council Resolution No. 2025-049. Ms. Harris seconded the motion. A roll call vote was taken and the motion carried.**

<b>Mr. Carter</b>	<b>Aye</b>
<b>Ms. Harris</b>	<b>Aye</b>
<b>Ms. Young</b>	<b>Aye</b>
<b>Mr. Jernigan</b>	<b>Aye</b>
<b>Mayor Walker</b>	<b>Aye</b>

18. City Council Resolution No. 2025-051 - A resolution of the City of Lake City, Florida, appointing Scott Thomason as the Land Development Regulation Administrator; making findings of fact in support thereof; directing the City Clerk to reflect said appointment in such records of the City as are necessary and prudent; making certain findings of fact in support of the City Clerk reflecting such appointment in the records of the City; repealing all prior resolutions in conflict; and providing an effective date.

PUBLIC COMMENT: Sylvester Warren

**Mr. Carter made a motion to approve City Council Resolution No. 2025-051. Mr. Jernigan seconded the motion. A roll call vote was taken and the motion carried.**

<b>Mr. Carter</b>	<b>Aye</b>
<b>Mr. Jernigan</b>	<b>Aye</b>
<b>Ms. Young</b>	<b>Aye</b>
<b>Ms. Harris</b>	<b>Aye</b>
<b>Mayor Walker</b>	<b>Aye</b>

19. City Council Resolution No. 2025-052 - A resolution of the City of Lake City, Florida, authorizing Task Orders One (1) and Two (2) pursuant to the City Council's Conditional Approval of the Legal Services Contract with Saxon Gilmore & Carraway, P.A, a Florida Corporation, to provide certain legal services in furtherance of the establishment of a Housing Authority for the City of Lake City; providing for and adopting fee limitations in the amounts of \$3,000.00 and \$5,500.00, respectively, for each of the two Task Orders, plus costs; making certain findings of fact in support of the City approving said Task Orders; recognizing the authority of the Mayor to execute and bind the City to such documents as are necessary and prudent to give effect to the provisions of this resolution; authorizing the City Manager with the consent of the City Attorney to make minor changes to the scope of work of the Task Orders provided such changes do not increase the quoted price in a Task Order; repealing all prior resolutions in conflict; and providing an effective date.

PUBLIC COMMENT: Glenel Bowden

Mr. Rosenthal provided a brief update on the City of Lake City Housing Authority.

**Ms. Harris made a motion to approve City Council Resolution No. 2025-052. Ms. Young seconded the motion. A roll call vote was taken and the motion carried.**

<b>Ms. Harris</b>	<b>Aye</b>
<b>Ms. Young</b>	<b>Aye</b>
<b>Mr. Jernigan</b>	<b>Aye</b>
<b>Mr. Carter</b>	<b>Aye</b>
<b>Mayor Walker</b>	<b>Aye</b>

20. City Council Resolution No. 2025-053 - A resolution of the City of Lake City, Florida, ratifying, approving, and adopting the budget amendment proposed by the Lake City Community Redevelopment Agency by its adoption of CRA Resolution 2025-01; amending the City budget for the fiscal year beginning October 1, 2024 and continuing through September 30, 2025 by appropriating an amount not to exceed one hundred sixty six thousand and no/100 dollars (\$166,000.00) for preparation and development of a new CRA Redevelopment Plan and Findings of Necessity to expand the CRA Boundary; making certain findings of fact in support of the City amending said budget; repealing all prior resolutions in conflict; and providing for an effective date.

City Attorney Martin reported the CRA was a different entity, and that Board was asked to approve and forward the resolution to the Council for approval. This vote would be to ratify the recommendation of the CRA.

PUBLIC COMMENT: Vanessa George; Sylvester Warren

Mr. Rosenthal reported the monies collected in the CRA, is spent in the CRA.

Principal Planner and CRA Manager, Bryan Thomas provided an overview of how funds are assessed in a CRA district.

**Mr. Carter made a motion to approve City Council Resolution No. 2025-053. Ms. Young seconded the motion. A roll call vote was taken and the motion carried.**

<b>Mr. Carter</b>	<b>Aye</b>
<b>Ms. Young</b>	<b>Aye</b>
<b>Mr. Jernigan</b>	<b>Aye</b>
<b>Ms. Harris</b>	<b>Aye</b>
<b>Mayor Walker</b>	<b>Aye</b>

### Other Items

21. Discussion and Possible Action - City Attorney Contract and City Attorney Employment (City Manager Don Rosenthal)

Mr. Rosenthal stated it would be more efficient to hire an in-house City Attorney and recommends having a full-time in-house attorney.

PUBLIC COMMENT: Sylvester Warren; Glenel Bowden

Ms. Young spoke in support of an in-house attorney.

Mr. Carter inquired as to whether this would be a potential increase to the City.

Mr. Jernigan spoke in support of an in-house attorney.

Ms. Harris spoke in support of City Attorney Martin.

Mayor Walker reported he would like to see a timeline along with budget comparisons.

Mr. Rosenthal reported he would bring something back next meeting.

#### DEPARTMENTAL ADMINISTRATION – None

#### COMMENTS BY CHARTER OFFICERS

City Manager Don Rosenthal – reported the City would begin working on the Budget soon and making it more user friendly. He stated staff was trying to meet the Government Finance Officers Association requirements, and that the Finance Director and her assistant were attempting to qualify as officers with that association to win an award.

City Attorney Clay Martin – None

City Clerk Audrey Sikes – None

#### COMMENTS BY COUNCIL MEMBERS

Council Member Chevella Young – Ms. Young announced Project Light Up the City in District 10, she thanked Executive Director of Utilities Steve Brown, Assistant City Manager Dee Johnson, and Community Programs Director Terri Phillips for their assistance. She reported every streetlight in District 10 was assessed and turned over to Florida Power and Light. Assistant City Manager Johnson reported there would be a video released tomorrow, April 8, 2025, on the City's new cell phone app that would explain how to report streetlight outages. Ms. Young also reported there would be an event on Friday, June 13, 2025, featuring Tomio Armani, a local talent.

Council Member Ricky Jernigan – Mr. Jernigan recognized all department heads and told them to keep up the good work.

Council Member James Carter – Mr. Carter issued a plea to citizens and asked for more participation and attendance at meetings.

Council Member Tammy Harris – Ms. Harris addressed a statement by Council Member Jernigan at the last meeting. Ms. Harris expressed gratitude towards Mr. Rosenthal and Ms. Sikes for all their assistance.

Mayor Noah Walker – Mayor Walker congratulated Water Plant Director Mike Osborne for winning the 2024 Clean Water Award; reminded members of the new wing expansion opening at HCA Hospital; and Coffee with a Cop on Wednesday, April 9, 2025, at 8:30 AM at Dunkin Donuts. Mayor Walker asked for an update on the settlement process for blighted properties. Mr. Rosenthal reported staff was working on the process and would be finishing them up.

ADJOURNMENT

**Having no further business, Mayor Walker adjourned the meeting at 8:32 PM.**

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Noah Walker, Mayor/Council Member

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Audrey Sikes, City Clerk

# FORM 8B MEMORANDUM OF VOTING CONFLICT FOR COUNTY, MUNICIPAL, AND OTHER LOCAL PUBLIC OFFICERS

LAST NAME—FIRST NAME—MIDDLE NAME Harris, Tammy		NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE City of Lake City - City Council	
MAILING ADDRESS 205 North Marion Avenue		THE BOARD, COUNCIL, COMMISSION, AUTHORITY OR COMMITTEE ON WHICH I SERVE IS A UNIT OF:	
CITY Lake City	COUNTY Columbia	<input checked="" type="checkbox"/> CITY <input type="checkbox"/> COUNTY <input type="checkbox"/> OTHER LOCAL AGENCY	
DATE ON WHICH VOTE OCCURRED April 7, 2025		NAME OF POLITICAL SUBDIVISION:	
		MY POSITION IS: <input checked="" type="checkbox"/> ELECTIVE <input type="checkbox"/> APPOINTIVE	

## WHO MUST FILE FORM 8B

This form is for use by any person serving at the county, city, or other local level of government on an appointed or elected board, council, commission, authority, or committee. It applies to members of advisory and non-advisory bodies who are presented with a voting conflict of interest under Section 112.3143, Florida Statutes.

Your responsibilities under the law when faced with voting on a measure in which you have a conflict of interest will vary greatly depending on whether you hold an elective or appointive position. For this reason, please pay close attention to the instructions on this form before completing and filing the form.

## INSTRUCTIONS FOR COMPLIANCE WITH SECTION 112.3143, FLORIDA STATUTES

A person holding elective or appointive county, municipal, or other local public office **MUST ABSTAIN** from voting on a measure which would inure to his or her special private gain or loss. Each elected or appointed local officer also **MUST ABSTAIN** from knowingly voting on a measure which would inure to the special gain or loss of a principal (other than a government agency) by whom he or she is retained (including the parent, subsidiary, or sibling organization of a principal by which he or she is retained); to the special private gain or loss of a relative; or to the special private gain or loss of a business associate. Commissioners of community redevelopment agencies (CRAs) under Sec. 163.356 or 163.357, F.S., and officers of independent special tax districts elected on a one-acre, one-vote basis are not prohibited from voting in that capacity.

For purposes of this law, a "relative" includes only the officer's father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law. A "business associate" means any person or entity engaged in or carrying on a business enterprise with the officer as a partner, joint venturer, coowner of property, or corporate shareholder (where the shares of the corporation are not listed on any national or regional stock exchange).

\* \* \* \* \*

### ELECTED OFFICERS:

In addition to abstaining from voting in the situations described above, you must disclose the conflict:

PRIOR TO THE VOTE BEING TAKEN by publicly stating to the assembly the nature of your interest in the measure on which you are abstaining from voting; *and*

WITHIN 15 DAYS AFTER THE VOTE OCCURS by completing and filing this form with the person responsible for recording the minutes of the meeting, who should incorporate the form in the minutes.

\* \* \* \* \*

### APPOINTED OFFICERS:

Although you must abstain from voting in the situations described above, you are not prohibited by Section 112.3143 from otherwise participating in these matters. However, you must disclose the nature of the conflict before making any attempt to influence the decision, whether orally or in writing and whether made by you or at your direction.

IF YOU INTEND TO MAKE ANY ATTEMPT TO INFLUENCE THE DECISION PRIOR TO THE MEETING AT WHICH THE VOTE WILL BE TAKEN:

- You must complete and file this form (before making any attempt to influence the decision) with the person responsible for recording the minutes of the meeting, who will incorporate the form in the minutes. (Continued on page 2)

## APPOINTED OFFICERS (continued)

- A copy of the form must be provided immediately to the other members of the agency.
- The form must be read publicly at the next meeting after the form is filed.

IF YOU MAKE NO ATTEMPT TO INFLUENCE THE DECISION EXCEPT BY DISCUSSION AT THE MEETING:

- You must disclose orally the nature of your conflict in the measure before participating.
- You must complete the form and file it within 15 days after the vote occurs with the person responsible for recording the minutes of the meeting, who must incorporate the form in the minutes. A copy of the form must be provided immediately to the other members of the agency, and the form must be read publicly at the next meeting after the form is filed.

## DISCLOSURE OF LOCAL OFFICER'S INTEREST

I, Tammy Harris, hereby disclose that on April 7, 20 25 :

(a) A measure came or will come before my agency which (check one or more)

- ☒ inured to my special private gain or loss;
- ☐ inured to the special gain or loss of my business associate, \_\_\_\_\_;
- ☐ inured to the special gain or loss of my relative, \_\_\_\_\_;
- ☐ inured to the special gain or loss of \_\_\_\_\_, by  
whom I am retained; or
- ☐ inured to the special gain or loss of \_\_\_\_\_, which  
is the parent subsidiary, or sibling organization or subsidiary of a principal which has retained me.

(b) The measure before my agency and the nature of my conflicting interest in the measure is as follows:

Meridian Behavioral Healthcare is my employer. On the basis Meridian could benefit from this matter I have abstained from voting on City Council Resolution No. 2025-058.

If disclosure of specific information would violate confidentiality or privilege pursuant to law or rules governing attorneys, a public officer, who is also an attorney, may comply with the disclosure requirements of this section by disclosing the nature of the interest in such a way as to provide the public with notice of the conflict.

4/15/2025

Date Filed

Signature

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES §112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED \$10,000.

**File Attachments for Item:**

4. Minutes - April 21, 2025 City Council Workshop



The City Council in and for the citizens of the City of Lake City, Florida, met in Workshop, on April 21, 2025, beginning at 5:00 P.M., in the City Council Chambers, located at City Hall 205 North Marion Avenue, Lake City, Florida. Members of the public also viewed the meeting on our YouTube Channel.

## CALL TO ORDER

## ROLL CALL

Mayor/Council Member  
City Council

Noah Walker  
Chevella Young  
Ricky Jernigan  
James Carter  
Tammy Harris  
Clay Martin  
Don Rosenthal  
Chief Gerald Butler  
Audrey Sikes

City Attorney  
City Manager  
Sergeant-at-Arms  
City Clerk

## ITEMS FOR DISCUSSION

1. FY26 Budget – Receive feedback to questions provided by Finance (Finance Director Angie Taylor Moore)

1. Would you consider increasing the Ad Valorem Millage rate?

Mr. Jernigan	Yes
Ms. Harris	No
Mayor Walker	No, it is a proponent of variable taxes on the ballot
Mr. Carter	No
Ms. Young	No - suggested looking at other avenues

2. Would you consider increasing the Fire Assessment rate?

Ms. Young	Not now, if there is no other way, she would consider
Mr. Carter	Would like to see results of Fire Assessment Study; yes, it is possible
Mayor Walker	Prefers variable taxes; votes no without data showing a substantial need
Ms. Harris	No
Mr. Jernigan	Yes

3. Would you consider implementing a Stormwater Fee?

Mr. Jernigan	Yes
Ms. Harris	No – inquired if there if there were other alternatives
Mayor Walker	No – not without substantial data; prefers variable taxes
Mr. Carter	Maybe – would need to see evidence

Ms. Young            No – if a necessity then she would consider

Per the Finance Director Angie Taylor Moore, the last Stormwater Study was performed in 2017. She inquired as to whether members would be open to have another study performed, members concurred.

4. Please identify the top capital/infrastructure priorities that you believe must be addressed?

Ms. Young	Street repairs; crosswalks
Mr. Jernigan	Roads; streetlights; Code Enforcement
Mayor Walker	Neighborhood infrastructure; streetlights; septic/sewer in town; retrofitting buildings for public use; small business incubator
Ms. Harris	Street infrastructure; street lighting; homeless shelter
Mr. Jernigan	Roads; streets; sidewalks

5. Are there any new programs or enhancements to existing services, such as parks, recreation, or social services that you believe should be included to improve the quality of life for our residents?

Mr. Jernigan	No
Ms. Harris	Recreation
Mayor Walker	Youth activities; enhancements to public parks
Mr. Carter	Recreation; expanding Youngs and Cambell Park; community dog park
Ms. Young	Senior programs; youth programs; park enhancements; recreation

6. What initiatives would you support that foster economic development, such as incentivizing local businesses and attracting new investments?

Ms. Young	Deferred to City Manager Rosenthal
Mr. Carter	Annexations; extending utilities for new areas; tax abatement and partnerships with the Columbia County Chamber of Commerce and the community
Mayor Walker	Tax abatement; radial tax abatement zones to incentivize the elimination of food deserts; extension of utilities; entrepreneurial business incubators
Ms. Harris	Annexations and tax cuts
Mr. Jernigan	Instructed City Manager Rosenthal to devise a plan

## PUBLIC PARTICIPATION – PUBLIC COMMENTS

- Glenel Bowden
- Stew Lilker

## ADJOURNMENT

**Having no further business, Mayor Walker adjourned the meeting at 5:45 PM.**

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Noah Walker, Mayor/Council Member

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Audrey Sikes, City Clerk

**File Attachments for Item:**

5. City Council Resolution No. 2025-043 - A resolution of the City of Lake City, Florida, consenting to the assignment to CPH Consulting, LLC., a Delaware Limited Liability Company by Mittauer & Associates, Inc., a Florida Corporation of that certain agreement between the City and said Mittauer & Associates, Inc.; making certain findings of fact in support of the City consenting to said assignment; recognizing the authority of the Mayor to execute and bind the City to said consent to assignment; directing the Mayor to execute and bind the City to said consent to assignment; repealing all prior resolutions in conflict; and providing an effective date.

<b>MEETING DATE</b>

# CITY OF LAKE CITY

## Report to Council

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

**SUBJECT:** Amendment to contract with Mittauer & Associates, Inc.

**DEPT / OFFICE:** Procurement

<b>Originator:</b> Brenda Karr		
<b>City Manager</b> Don Rosenthal	<b>Department Director</b>	<b>Date</b> 3/12/2025
<b>Recommended Action:</b> Approve Consent to Assignment and Assumption of Obligations of contract with Mittauer & Associates, Inc. This would be the 1st amendment to the contract.		
<b>Summary Explanation &amp; Background:</b> A continuing contract was established by RES: 2019-022 for RFQ-008-2019 for Engineering and Consulting Services with Mittauer & Associates, Inc. Mittauer & Associates was acquired by CPH Consulting, LLC via an asset acquisition, and has requested to have agreement assigned to CPH Consulting, LLC. This would be the 1st amendment to the contract.		
<b>Alternatives:</b>		
<b>Source of Funds:</b>		
<b>Financial Impact:</b> N/A		
<b>Exhibits Attached:</b> Agreement Amendment Request, RES: 2019-022		



**MITTAUER**  
**& ASSOCIATES, INC.**  
CONSULTING ENGINEERS &  
PROJECT FUNDING SPECIALISTS



580-1 WELLS ROAD  
ORANGE PARK, FL 32073  
PHONE: (904) 278-0030  
FAX: (904) 278-0840  
WWW.MITTAUER.COM

March 5, 2025

City of Lake City  
205 N. Marion Ave.  
Lake City, FL 32055-3918

Re: Partnership with CPH Consulting, LLC

Dear Client:

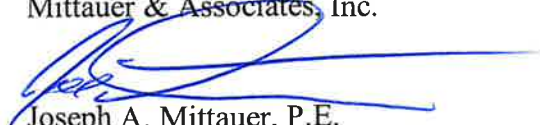
Mittauer & Associates, Inc. ("**Mittauer**") is pleased to announce a new partnership with CPH Consulting, LLC ("**CPH**"), a well-established architectural and engineering firm that was established in 1981 with a focus on public projects.

In connection with this partnership between Mittauer and CPH, the founder of Mittauer, Joe Mittauer, will transition out of his role as President of Mittauer in the coming months. Further, Mittauer will assign its agreement (and all amendments, work orders, purchase orders and other documentation executed thereunder) with you to CPH.

If you have any questions or need further information, please feel free to contact me ((904) 278.0030, X-1641), Greg Lang ((352) 222.8372), or Beth Brown ((904) 278.0030, X-1654).

Sincerely,

Mittauer & Associates, Inc.



Joseph A. Mittauer, P.E.  
President

## **RESOLUTION NO 2025 - 043**

### **CITY OF LAKE CITY, FLORIDA**

**A RESOLUTION OF THE CITY OF LAKE CITY, FLORIDA CONSENTING TO THE ASSIGNMENT TO CPH CONSULTING, LLC., A DELAWARE LIMITED LIABILITY COMPANY BY MITTAUER & ASSOCIATES, INC., A FLORIDA CORPORATION OF THAT CERTAIN AGREEMENT BETWEEN THE CITY AND SAID MITTAUER & ASSOCIATES, INC.; MAKING CERTAIN FINDINGS OF FACT IN SUPPORT OF THE CITY CONSENTING TO SAID ASSIGNMENT; RECOGNIZING THE AUTHORITY OF THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID CONSENT TO ASSIGNMENT; DIRECTING THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID CONSENT TO ASSIGNMENT; REPEALING ALL PRIOR RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, pursuant to City of Lake City City Council Resolution 2019-022 the City of Lake City ("City") and Mittauer & Associates, Inc., a Florida corporation (the "Assignor"), entered into an agreement for the Assignor to provide engineering and consulting services to the City (the "Agreement"); and

**WHEREAS**, the Assignor's assets were recently acquired by CPH Consulting, LLC, a Delaware limited liability company (the "Assignee"); and

**WHEREAS**, a material element of said asset acquisition, is that, generally speaking, Assignor assign to Assignee all of Assignor's interests and obligations arising from the Agreement which interests and obligations arise after the date of said asset acquisition; and

**WHEREAS**, Assignor and Assignee mutually desire to obtain the City's consent to an assignment of the Agreement by the Assignor or to the Assignee by adopting the terms of the proposed *Consent to Assignment and Assumption of Obligation* in the form of the Exhibit attached hereto (the "Consent"); and

**WHEREAS**, approving the Consent is in the public interest and in the interests of the City; now therefore

**BE IT RESOLVED** by the City Council of the City of Lake City, Florida:

1. Approving the Consent is in the public or community interest and for public welfare; and
2. In furtherance thereof, the Consent in the form of the Exhibit attached hereto should be and is approved by the City Council of the City of Lake City; and

- 
3. The Mayor of the City of Lake City is the officer of the City duly designated by the City's Code of Ordinances to enforce such rules and regulations as are adopted by the City Council of the City of Lake City; and
  4. The Mayor of the City of Lake City is authorized to execute on behalf of and bind the City to the terms of the Consent; and
  5. The Mayor of the City of Lake City is directed to execute on behalf of and bind the City to the terms of the Consent; and
  6. All prior resolutions of the City Council of the City of Lake City in conflict with this resolution are hereby repealed to the extent of such conflict; and
  7. This resolution shall become effective and enforceable upon final passage by the City Council of the City of Lake City.

**APPROVED AND ADOPTED**, by an affirmative vote of a majority of a quorum present of the City Council of the City of Lake City, Florida, at a regular meeting, this \_\_\_\_ day of May, 2025.

BY THE MAYOR OF THE CITY OF LAKE CITY,  
FLORIDA

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Noah E. Walker, Mayor

ATTEST, BY THE CLERK OF THE CITY COUNCIL  
OF THE CITY OF LAKE CITY, FLORIDA:

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Audrey E. Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

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Clay Martin, City Attorney



## CONSENT TO ASSIGNMENT AND ASSUMPTION OF OBLIGATION

This ASSIGNMENT AND ASSUMPTION OF OBLIGATION is made this \_\_\_\_ day of May 2025, by Mittauer & Associates, Inc., a Florida Corporation (Assignor); CPH Consulting, LLC, a Delaware Limited Liability Company (Assignee) and the City of Lake City (OWNER).

In consideration of mutual promises and other good and valuable consideration, the receipt of which is hereby acknowledged, Assignor hereby assigns and transfers to Assignee, effective March 12, 2025, all of its rights, duties, obligations, and commitments under Assignor's current Continuing Contract for Professional Consulting Services (Agreement) with OWNER dated March 11, 2019, and renewed for an additional 5-year term on February 28, 2024 with an ending date of March 4, 2029, whereby Mittauer & Associates, Inc. agreed to provide professional services with respect to certain studies, planning, design, and construction of improvements to the City water system, wastewater system, reuse water, storm water systems, gas system, Lake City Gateway Airport, City recreational facilities, City Hall, City safety facilities and streets, and other municipal projects.

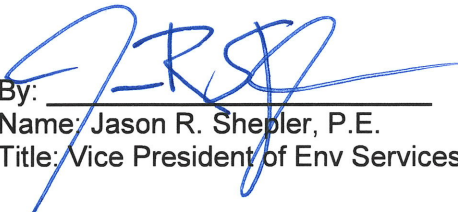
Upon the execution of this Assignment and the Consent of OWNER, the Assignee agrees to be bound and obligated to complete all services and obligations of the Assignor, under the Agreement with OWNER in accordance with the terms and conditions of such Agreement. Assignee further agrees to faithfully perform the duties and obligations of the Assignee in accordance with the terms and conditions of such Agreement as of March 12, 2025.

The Assignee assumes full responsibility for all the services performed by the Assignor, and for the Assignor's compliance with all of the terms and conditions set forth in the Agreement, prior to the date of this Assignment, including but not limited to, the assumption of responsibility for any acts, errors and omissions of the Assignor prior to the date of this Assignment. Assignee and Assignor agree to defend, indemnify, and hold OWNER harmless from and against any and all claims, damages, and causes of action occurring as a result of any act, error, or omission on the part of the Assignor occurring prior to the date of this Assignment and Assignee after the date of assignment. The Assignee agrees to perform and complete the services and obligations in accordance with the terms of the Agreement going forward, and the Assignee acknowledges, accepts, and agrees to comply with all the terms and conditions set forth in the Agreement.

IN WITNESS WHEREOF, Assignor and Assignee have duly executed this Assignment of and Assumption of Obligation.

ASSIGNOR Mittauer & Associates, Inc.  
a Florida Corporation

ASSIGNEE CPH Consulting, LLC  
a Delaware Limited Liability Company

By:   
Name: Jason R. Shepler, P.E.  
Title: Vice President of Env Services

By:   
Name: Nikhel Jindal  
Title: Chief Strategy & Success Officer

EXHIBIT TO  
RESOLUTION

NOT FOR  
EXECUTION

## CONSENT TO ASSIGNMENT

The undersigned authorized representative of OWNER hereby consents and agrees to the transfer and assignment of the duties and obligations of the Assignor under the above referenced Agreement to Assignee effective March 12, 2025, in accordance with the terms of the Agreement and as set forth above. After the effective date of this Assignment, payment may be made by OWNER to either the Assignee or Assignor in full satisfaction of any responsibility for payment under the Agreement and OWNER shall not be responsible for allocation of any payment between such parties.

CITY OF LAKE CITY, FLORIDA

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

**EXHIBIT TO  
RESOLUTION**

**NOT FOR  
EXECUTION**

**File Attachments for Item:**

6. City Council Resolution No. 2025-074- A resolution of the City of Lake City, Florida, approving that certain job position and description for Fire Fighter Training Officer; making certain findings of fact in support of the City approving said position and description; directing the City Manager to update the City's Position Descriptions Manual with said revised position and description; repealing all prior resolutions in conflict; and providing an effective date.

<b>MEETING DATE</b>
May 19, 2025

CITY OF LAKE CITY

Report to Council

COUNCIL AGENDA	
SECTION	
ITEM NO.	

SUBJECT:

DEPT / OFFICE:   Fire Department

<b>Originator:   Joshua Wehinger, Fire Chief</b>		
<b>City Manager</b> Don Rosenthal	<b>Department Director</b> Joshua Wehinger	<b>Date</b> 4-22-2025
<b>Recommended Action:</b> Remove 4 part time positions and replace with 1 part time Training Officer Position.		
<b>Summary Explanation &amp; Background:</b> I would like to utilize the funding set aside for the 4 part time firefighter positions to be moved to 1 part time Training Officer Position set at \$60,000 per year. We would remove the 4 part time firefighter positions and replace with 1 Training Officer Position. This allows us to save money by training our staff in-house and not having to send them to other training facilities.		
<b>Alternatives: Remain Status Quo</b>		
<b>Source of Funds: Reallocate funds</b>		
<b>Financial Impact: Savings in training budget and assist in lowering ISO rate</b>		
<b>Exhibits Attached:</b>		

## **RESOLUTION NO 2025 - 074**

### **CITY OF LAKE CITY, FLORIDA**

**A RESOLUTION OF THE CITY OF LAKE CITY, FLORIDA APPROVING THAT CERTAIN UPDATE TO JOB POSITION AND DESCRIPTION FOR FIRE FIGHTER TRAINING OFFICER; MAKING CERTAIN FINDINGS OF FACT IN SUPPORT OF THE CITY APPROVING SAID POSITION AND DESCRIPTION; DIRECTING THE CITY MANAGER TO UPDATE THE CITY'S POSITION DESCRIPTIONS MANUAL WITH SAID REVISED POSITION AND DESCRIPTION; REPEALING ALL PRIOR RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Lake City ("City") presently has an approved Position Description Manual (the "Manual") describing all authorized job positions for the City; and

**WHEREAS**, the City has need of an update to the description for the position entitled "Fire Fighter Training Officer" (the "Revised Position"); and

**WHEREAS**, the City desires to update the Revised Position and include the Revised Position in the Manual; and

**WHEREAS**, approving the Revised Position and including the description for the Revised Position in the Manual is in the public interest and in the interests of the City; now therefore

**BE IT RESOLVED** by the City Council of the City of Lake City, Florida:

1. Approving the Revised Position and including the Revised Position in the Manual is in the public or community interest and for public welfare; and
2. In furtherance thereof, the Revised Position in the form of the Exhibit attached hereto should be and is approved by the City Council of the City of Lake City; and
3. The City Manager is directed to take such actions as are necessary to include the Revised Position in the Manual; and
4. All prior resolutions of the City Council of the City of Lake City in conflict with this

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resolution are hereby repealed to the extent of such conflict; and

5. This resolution shall become effective and enforceable upon final passage by the City Council of the City of Lake City.

**APPROVED AND ADOPTED**, by an affirmative vote of a majority of a quorum present of the City Council of the City of Lake City, Florida, at a regular meeting, this \_\_\_\_ day of May, 2025.

BY THE MAYOR OF THE CITY OF LAKE CITY,  
FLORIDA

---

Noah E. Walker, Mayor

ATTEST, BY THE CLERK OF THE CITY COUNCIL  
OF THE CITY OF LAKE CITY, FLORIDA:

---

Audrey Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

---

Clay Martin, City Attorney

## City of Lake City, FL Classification Description

Classification Title: FIREFIGHTER TRAINING OFFICER  
Department: FIRE

Pay Grade: 14  
FLSA Status: Non-Exempt

### General Description

This position would coordinate and direct training exercises for all personnel of the Fire Department in accordance with State and departmental requirements and be under the supervision of the Fire Chief and Assistant Fire Chief. The person will create and maintain a training file for each member of the Lake City Fire Department.

### Nature of Work

#### Essential Functions:

Organizes and plans the yearly live fire training that is required for all personnel according to State and ISO requirements.

Plans and assigns the yearly online training courses and assigns them monthly as they are required for all personnel to complete.

Creates monthly hands-on training activities for all department personnel to take part periodically while they are on their assigned shift. Leads and or teaches these hands-on topics.

Creates and teaches fire related state certified courses to personnel as opportunities and need arises.

Creates, maintains, and supervises training records for each individual person who works for Lake City Fire Department.

In times of needed manpower can work as a firefighter on the apparatus and thus must also be able to work under the Firefighter/EMT job description and met those requirements as well.

Complete other tasks assigned by the Fire Chief or the Assistant Fire Chief.

(These essential job functions are not to be construed as a complete statement of all duties performed. Employees will be required to perform all duties as assigned.)

#### **KNOWLEDGE, SKILLS, AND ABILITIES**

**Equipment:** Uses small office equipment, including copy machines or telephone systems. Use or repairs small/light equipment and or use or repairs heavy complex machinery such as fire apparatus and various fire department related tools.

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**Critical Skills/ Expertise:** All employees must possess knowledge of general written standards and procedures utilized and can read, interpret, and follow procedural and policy manual related to the job task. The abilities expected of all employees include being able to respond to supervision, guidance and direction of superiors in a positive, receptive manner and in accordance with stated policies. Be appropriately groomed and attired to present a professional image in accordance with the organization's mission, goals, and policies. Report for work promptly and properly prepared at the time and place required by the assignment or orders. Notify the appropriate supervisor of intended absences in accordance with the stated rules. Conform with standards and rules regarding use of accrued time. Demonstrate a polite, helpful, courteous, and professional image when engaged in any activity with the public. Operate and care for the equipment to manufacturers specifications and or within the specified parameters and in accordance with policies. Demonstrate an understanding, consideration, and respect of cultural, religious, and gender differences when interacting with the public and colleagues.

Knowledge of training records and the proper management of such records.

Knowledge of departmental and state rules and regulations concerning training for State of Florida firefighters.

Ability to organize files and records.

Ability to lead and physically complete required training courses and exercises.

Skill in the uses of and maintaining firefighter equipment.

Knowledge and experience in teaching training topics and courses.

Knowledge of firefighting techniques and departmental and state policies, procedures, and practices.

Ability to understand and follow oral and written instructions.

Knowledge and ability to use a computer and electronic filing systems.

**Minimum Qualifications:**

High School graduate or possess an acceptable equivalent diploma. Must possess Florida Certification as a Firefighter and at minimum a valid State of Florida Emergency Medical Technician license. Possess a valid CPR certification. You must possess a valid Florida driver's license. Must possess a minimum of Florida Fire Standards Instructor 1 certification and a Florida Fire Standards valid and active Live Fire Instructor certification.

**SELECTION GUIDELINES:** Formal application, rating of education and experience; oral interview and reference check; job related tests might be required. The job description does not constitute an employment agreement with the employer, and the requirements of the job may change. By signing below, I am indicating I have read and concur with the above description of my job.

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

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

Signature: \_\_\_\_\_

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**File Attachments for Item:**

7. City Council Resolution No. 2025-076 - A resolution of the City of Lake City, Florida, adopting the evaluation and tabulation of responses to that certain Invitation to Bid Number 011-2025 for HVAC repair and maintenance awarding said Bid to Sherman Mechanical Contractors, LLC., a Florida Limited Liability Company; approving the agreement with said vendor; making certain findings of fact in support thereof; recognizing the authority of the Mayor to execute and bind the City to said agreement; directing the Mayor to execute and bind the City to said agreement; repealing all prior resolutions in conflict; and providing an effective date.

<b>MEETING DATE</b>
5/19/2025

# CITY OF LAKE CITY

## Report to Council

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

**SUBJECT: ITB-011-2025 HVAC Repair and Preventative Maintenance**

**DEPT / OFFICE: Procurement**

<b>Originator:</b> Angel Bryant		
<b>City Manager</b> Don Rosenthal	<b>Department Director</b> Brenda Karr	<b>Date</b> 4/22/2025
<b>Recommended Action:</b> Request approval to accept lowest bid from ITB-011-2025 with Sherman Mechanical Contractors for HVAC Repair and Preventative Maintenance.		
<b>Summary Explanation &amp; Background:</b> This is for HVAC Repair and Preventative Maintenance. ITB-011-2025 was posted 3/19/2025 - 4/16/2025. Sherman Mechanical Contractors was the lowest bidder out of the four proposals received. This is an annual budgeted expense for departments.		
<b>Alternatives:</b> Not accept bid.		
<b>Source of Funds:</b> Budgeted in each departments 46 account for Repairs and Maintenance		
<b>Financial Impact:</b>		
<b>Exhibits Attached:</b> ITB-011-2025 Solicitation, Bid Tabulation, Sherman Mechanical Contractors Proposal.		

## **RESOLUTION NO 2025-076**

### **CITY OF LAKE CITY, FLORIDA**

**A RESOLUTION OF THE CITY OF LAKE CITY, FLORIDA ADOPTING THE EVALUATION AND TABULATION OF RESPONSES TO THAT CERTAIN INVITATION TO BID NUMBER 011-2025 FOR HVAC REPAIR AND MAINTENANCE AWARDED SAID BID TO SHERMAN MECHANICAL CONTRACTORS, LLC., A FLORIDA LIMITED LIABILITY COMPANY; APPROVING THE AGREEMENT WITH SAID VENDOR; MAKING CERTAIN FINDINGS OF FACT IN SUPPORT THEREOF; RECOGNIZING THE AUTHORITY OF THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AGREEMENT; DIRECTING THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AGREEMENT; REPEALING ALL PRIOR RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, Section 2-178(d) of the Code of Ordinances of the City of Lake City (the, "City") requires the procurement of supplies and contractual services based on a competitive bid process; and

**WHEREAS**, in accordance with said provision of the City's Code of Ordinances, the City solicited bids pursuant to Invitation to Bid Number 011-2025 (the "ITB") seeking a vendor-for electrical services (the "Services"); and

**WHEREAS**, Sherman Mechanical Contractors, LLC, a Florida limited liability company (the "Vendor") was the lowest of four bidders responding to the ITB; and

**WHEREAS**, the City desires to and does accept the Vendor's bid; and

**WHEREAS**, pursuant to the ITB the Vendor and the City desire to enter into that certain contract for Vendor to provide the Services by adopting the terms of the proposed contract with Vendor in the form of the Exhibit attached hereto (the "Agreement"); and

**WHEREAS**, acquiring a provider of the Services by engaging the Vendor pursuant to the Agreement is in the public interest and in the interests of the City; now therefore

**BE IT RESOLVED** by the City Council of the City of Lake City, Florida:

1. Accepting the Vendor's bid pursuant to the evaluation and tabulation results arising from the ITB, and engaging the Vendor to provide the Services in the Agreement is in the public or

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community interest and for public welfare; and

2. In furtherance thereof, the Agreement in the form of the Exhibit attached hereto should be and is approved by the City Council of the City of Lake City; and
3. The Mayor of the City of Lake City is the officer of the City duly designated by the City's Code of Ordinances to enforce such rules and regulations as are adopted by the City Council of the City of Lake City; and
4. The Mayor of the City of Lake City is directed to execute on behalf of and bind the City to the terms of the Agreement; and
5. All prior resolutions of the City Council of the City of Lake City in conflict with this resolution are hereby repealed to the extent of such conflict; and
6. This resolution shall become effective and enforceable upon final adoption by the City Council of the City of Lake City.

**APPROVED AND ADOPTED**, by an affirmative vote of a majority of a quorum present of the City Council of the City of Lake City, Florida, at a regular meeting, this \_\_\_\_ day of May, 2025.

BY THE MAYOR OF THE CITY OF LAKE CITY,  
FLORIDA

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Noah E. Walker, Mayor

ATTEST, BY THE CLERK OF THE CITY COUNCIL  
OF THE CITY OF LAKE CITY, FLORIDA:

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Audrey E. Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

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Clay Martin, City Attorney

INVITATION TO BID  
011-2025  
HVAC REPAIR AND PREVENTATIVE MAINTENANCE SERVICES

City of Lake City  
205 N. Marion Ave.  
Lake City, FL 32055

RELEASE DATE: March 19, 2025

DEADLINE FOR QUESTIONS: April 2, 2025

PROPOSAL SUBMISSION DEADLINE: April 16, 2025, 2:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

<https://procurement.opengov.com/portal/lcfla>

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RESOLUTION**

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City of Lake City  
INVITATION TO BID

HVAC Repair and Preventative Maintenance Services

I.	Introduction.....
II.	Instruction To Bidders.....
III.	Scope of Work and Related Requirements.....
IV.	General Terms and Conditions.....
V.	Pricing Proposal .....
VI.	Vendor Questionnaire.....

Attachments:

A - HVAC\_Preventive\_Maitenance\_Checklist\_Sample

B - ADDRESSES

C - city hall layout hvac

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## 1. Introduction

### 1.1. Summary

#### INVITATION TO BID

011-2025

Sealed bids will be accepted by the City of Lake City, Florida until Wednesday, April 16, 2025 at 2:00 pm, local time through the City's e-Procurement Portal, OpenGov Procurement. Any bids received after the above time will not be accepted under any circumstances. Any uncertainty regarding the time a bid is received will be resolved against the Bidder. Bids will not be accepted through any other means. Bid opening will be promptly at 2:15 PM in the OpenGov located on the 2nd floor in City Hall, at which time all bids will be publicly opened and read aloud for the purchase and installation of:

HVAC Repair and Preventative Maintenance Services

Any deviation from the specifications must be explained in detail under "Clarifications and Exceptions", as part of the Bidder's Response, and each deviation must be itemized by number and must specifically refer to the applicable specification paragraph and page. Otherwise it will be considered that items offered are in strict compliance with these specifications and the successful Bidder will be held responsible for meeting the specification.

All questions related to this ITB shall be submitted in writing through the [OpenGov Procurement](#) Question/Answer Tab via the City's e-Procurement portal, on or before, Question & Answer Submission Date by Question & Answer Submission Time. Please include the section title for each question, if applicable, in order to ensure that questions asked are responded to correctly.

All questions must be in writing and directed to the Procurement Director. All questions will be answered in writing. Any answers which may alter the scope of work will be answered in the form of addenda. Any and all addenda must be acknowledged through the City's e-Procurement Portal. Deadline for receiving questions is Wednesday, April 2, 2025 at 4:00 pm. Questions received after this date and time will not be considered.

Bidder may not withdraw his/her bid for a period of ninety (90) days following the opening of the responses.

The City of Lake City is exempt from State Use Tax, State Retail Tax and Federal Excise Tax. The bid price must be net, exclusive of taxes. Bidder's proposal must be dated, signed by authorized representative, title, firm name, address, and telephone number.

Local Vendor Preference: City of Lake City Administrative Policy #18 states that the bid of a resident of Columbia County, Florida will have a 5% preference over the bid submitted by any non-resident of Columbia County. A resident is defined as an individual whose primary residence is within Columbia County, Florida, a partnership whose principals are all residents of Columbia County, Florida, partnership or other business entity whose principal place of business is within Columbia County, Florida, or which maintains a full time business office open to the public within Columbia County, Florida. With these and

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other contributing factors the City Council reserves the right to award a bid or contract in the best interest of the City.

Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and city holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the Procurement Department or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

Any Bidder desirous of protesting a bid for any reason must file a written notice of bid protest with the City Manager's office within 72 hours following posting of notice of intended award. All protest will be in writing stating the bid being protested and the specific reason of the protest. All protest will be signed by the Protestor and include all detail for a complete and thorough review. The decision of the City Manager, after consultation with the City Attorney will be issued within five (5) working days of the receipt of the protest, unless additional time is agreed upon by all parties involved should circumstance warrant such a delay.

By submission of his/her bid, the Bidder certifies that:

- A. The bid has been arrived at by the Bidder independently and has been submitted without collusion with any other vendor of materials, supplies, or equipment described in the Invitation to Bid.
- B. The contents of the bid have not been communicated by the Bidder, his/her employees or agents, to his/her best knowledge and belief, to any person not an employee or agent of the Bidder or his surety in any bond furnished herewith and will not be communicated to any such person prior to the official opening of the bids.

The City of Lake City reserves the right to accept or reject any/all bids and to award the contract in the best interest of the City of Lake City, Florida.

CITY OF LAKE CITY, FLORIDA

Don Rosenthal

City Manager

## 1.2. [Background](#)

The term of this contract shall be for one year. The City reserves the right to extend the contract period for three (3) additional one (1) year periods upon mutual agreement with the Contractor.

## 1.3. [Contact Information](#)

**Angel Bryant**

Procurement Analyst

205 N Marion Ave

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Lake City, FL 32055  
Email: [bryanta@lcfla.com](mailto:bryanta@lcfla.com)  
Phone: [\(386\) 715-5818](tel:(386)715-5818)

**Department:**  
Procurement

#### 1.4. Timeline

<b>Release Project Date</b>	March 19, 2025
<b>Question Submission Deadline</b>	April 2, 2025, 4:00pm
<b>Question Response Deadline</b>	April 9, 2025, 4:00pm
<b>Proposal Submission Deadline</b>	April 16, 2025, 2:00pm
<b>Contractor Selection Date</b>	May 5, 2025

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## 2. Instruction To Bidders

### 2.1. Overview

The City of Lake City is accepting bids for HVAC PREVENTATIVE MAINTENANCE AND REPAIR SERVICES.

Bidders shall create a FREE account with OpenGov Procurement by signing up at <https://procurement.opengov.com/signup>. Once you have completed account registration, browse back to this page, click on "Submit Response", and follow the instructions to submit the electronic response.

### 2.2. Submittal Deadline

Bids shall be submitted via the City's e-Procurement Portal, OpenGov Procurement, no later than Wednesday, April 16, 2025 at 2:00 pm. Late proposals shall not be accepted.

Bids must be submitted via the [City's e-Procurement Portal, OpenGov](#) and may not be delivered orally, by facsimile transmission, or by other telecommunication or electronic means.

### 2.3. Pre-Bid Meeting

There will be no pre-bid meeting associated with this project.

### 2.4. Questions

All questions related to this ITB shall be submitted in writing via the OpenGov Question/Answer Tab via the [City's e-Procurement portal](#), on or before, Wednesday, April 9, 2025 by 4:00 pm. All questions submitted and answers provided shall be electronically distributed via email to bidders following this solicitation on the City's e-Procurement Portal. Oral answers given by anyone shall not be authoritative.

### 2.5. Addenda

- A. The Procurement Department may issue an addendum in response to any inquiry received, prior to the deadline for questions which changes, adds to, or clarifies the terms, provisions, or requirements of the solicitation. The Bidder should not rely on any representation, statement or explanation whether written or verbal, regardless of the source, other than those made in this solicitation document or in any addenda issued. Where there appears to be a conflict between this solicitation and any addenda, the last addendum issued shall prevail. Bidders will be notified by email when an any addendum are issued.
- B. It is the Bidders responsibility to ensure receipt of all addenda and any accompanying documentation. The Bidder is required to Acknowledge receipt of the addenda in the OpenGov system. Failure to acknowledge each addendum in the OpenGov system will prevent your bid from being submitted.

### 2.6. Contents of Solicitation and Bidders Responsibilities

It is the responsibility of the Bidder to become thoroughly familiar with the requirements, terms, and conditions of this solicitation. Pleas of ignorance of these matters by the Bidder will not be accepted as a basis for varying the requirements of the City or the amount to be paid to the vendor.

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### 3. Scope of Work and Related Requirements

#### 3.1. General Scope of Work

The City of Lake City is soliciting bids to obtain the services of a qualified contractor with experience and qualifications in preventative maintenance and repair of commercial and industrial heating and air conditioning systems, including furnishing of all labor, equipment, tools, materials, incidentals, and the performing of all operations necessary as described in the bid.

The intent of this bid is to establish a relationship with an HVAC contractor capable of providing the full spectrum of services consisting of maintenance, repair, and replacement of the heating, ventilating, and air conditioning systems, subsystems, and components normally considered part of an HVAC system and required for its proper functioning according to standard industry practices and usage.

#### 3.2. Specifications

There are two different types of work anticipated under this contract: 1) preventative maintenance and 2) general and emergency repairs to restore operation of the systems. Prospective bidders are being asked to provide costs for a fixed compensation preventative maintenance contract, which shall include compensation for all filters, belts, other related materials associated with the performance of preventative maintenance, labor, and overhead for each facility.

Compensation for general and emergency repairs to the systems will be on a time and material basis, with the scope of work to be mutually agreed upon by the City and the contractor. The contractor must be capable of making repairs or replacing equipment such as motors, pumps, pulleys, belts, compressors, gauges, instruments, filters, valves, piping, furnaces, boilers, or other appurtenances used to control the temperature, humidity, and air flow, and electrical lines, mechanical and control components are included. Prospective bidders are also being asked to provide a mark-up on parts and materials purchased for general and emergency repairs.

The contractor shall furnish all labor, equipment, parts, and materials, to maintain and operate the respective HVAC systems in first class working order and operating condition at all times. The contractor shall provide the necessary transportation for workmen, materials, and equipment to fulfill the terms of the contract.

HVAC Preventative Maintenance Services shall be performed four times per year during the hours of 8:00 am through 4:00 pm and must be pre-scheduled and coordinated with each Department.

#### 3.3. Preventative Maintenance

These specifications set forth specific, routine preventative maintenance activities that the City expects the contractor will perform on the HVAC systems serving City owned facilities. The prospective contractor shall provide a fixed quarterly compensation basis for performing this preventative work for each system identified. This fixed quarterly compensation shall include the cost for material, equipment, and overhead that are required to perform the preventative maintenance as specified in the checklist

#### 3.4. General Maintenance

1. Check filters and change if needed (filters shall be supplied by the contractor)

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2. Inspect the entire system
3. Check all controls including thermostats, and damper operators when necessary
4. Check operation and condition of all components
5. Adjust and check motors, starters, valves, drives, and accessories
6. Lubricate all moving parts, motors, bearings, etc., add compressor oil as needed
7. Clean spray nozzles and air-cooled condensers
8. Acid clean condenser and evaporator coils
9. Check for refrigerant leaks and recharge if needed.
10. Adjust and lubricate damper linkage
11. Inspect air dampers and damper motors
12. Check and adjust: Gas fired unit heaters, gas fired boiler, oil burners, heating equipment controls
13. Inspect all interconnecting refrigerant, condenser water and chilled water piping
14. Inspect all insulation on the equipment and refrigerant piping
15. Inspect all capacity, temperature, and safety devices which control the equipment
16. Inspect stream traps and manual service valves at the equipment
17. Inspect electric wiring from the starter to the motor
18. All refrigerants shall be recovered and recycled in accordance with all applicable federal, state and local regulations.
19. Verify operation of garage carbon monoxide and nitrous dioxide sensors.
20. Check/Monitor and respond to computer control alarms.
21. All belts shall be replaced annually and coil cleaning shall be performed annually
22. Inspect and clean condensation pans and lines
23. Inspect and adjust tension on all belts and replace when necessary
24. Inspect and adjust all relays, contactors, switches, and controls as required
25. Check and maintain compressor oil levels
26. Check and adjust thermostatic expansion valves as required
27. Inspect equipment for rust and corrosion
28. Check and inspect thermostat

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29. Install gauges and monitor pressure drops across filter banks and replace when pressure drop exceeds acceptable levels.

30. Tighten all electrical connections

31. Check Freon charge and repair leaks if necessary

32. Once a year disassemble and clean Information Technology inside units at all locations.

32. Make each Department Head aware of any issues that arise during the quarterly inspections

### 3.5. Air Handler Unit

Dampers: Lubricate bearings; check for proper operation; adjust and calibrate; clean surfaces; tighten connections.

Filters: Clean and replace as required

Heating and Cooling Coils: Clean coils; check for leaks; inspect for corrosion

Motor: Inspect contacts and starter; check for vibration; tighten electrical connections; tighten mountings; lubricate motor

Fan: Clean and inspect; check for vibrations; check fan rotation

### 3.6. Air Cooled Condenser

Perform necessary startups and shutdowns

Motor: Inspect motor mounts and tighten; inspect coils and contacts; tighten electrical onnections; lubricate motor bearings

Fan: Check fan for alignment; check shaft for alignment; lubricate bearings; check for bearing temperature; check all belts/couplings; align couplings; tighten mounting bolts.

Condenser Coil: Clean all surfaces; comb bent fins; check for leaks; check for vibration

Frame: Check for damage; clean surface; treat for corrosion; tighten all bolts.

### 3.7. Air Compressor

Clean exterior of unit (note any leaks or hot marks); check oil levels in reservoir; make note of oil color; draw all water traps and lines for control circuits; check amp draw of motor under full load conditions; shut off discharge air (see that compressor unloads); make note of any unusual noises; check operations of electric water traps; check amp draw and bearing on oil cooler for dirt; check pressure drop across oil separator; check separator if drop is more than 8 PSI; change oil; change filter; inspect oil reservoir for cracks or leaks; every 2 years replace programmed control battery; wipe off equipment.

### 3.8. Preventative Maintenance Checklist

Contractor shall complete and provide checklist (see sample attached to this bid) after each scheduled quarterly maintenance, for all locations associated with this bid, has been completed. Preventative Maintenance Checklist shall then be approved by the Department Director or Designee, assigned to that

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location, prior to payment being made and kept on file at each locations department within the City of Lake City.

### 3.9. General Repairs

Bidders are required to provide pricing for standard labor hours, evening and weekend labor hours, and holiday labor hours for the performance of repairs that are necessary to ensure that the heating, ventilating, and air conditioning systems operate in accordance with the manufacturer's specifications. It is expected that the general repair service will be available 24 hours a day, 7 days a week, year round. Bidders must also provide a mark-up percentage factor that they would apply to their cost of repair parts in determining the City's cost for the repair parts. General Repair estimates are to include time and material charges and must be approved in advance by Department Directors with a purchase order.

Providing additional repair services, modifications, project work and new installations are included in the scope, on an as needed basis. Repair estimates for additional or emergency repairs are to include time and materials charges and must be approved in advance by Department Directors with a Purchase Order. The City reserves the right to change the scope of duties, add sites, delete sites, or take other measures consistent with City policies, procedures, and/or act in other capacities in the best interest of the City.

### 3.10. Contractor's Minimum Requirements

Contractor must have a HVAC Commercial License, be an authorized Service Representative, been in business for a minimum of two (2) years, and be currently providing service for at least two (2) commercial accounts consisting of office, hospital, industrial, or other user space. The contractor shall submit a list of at least three (3) current references, including names, addresses, phone numbers, contact person(s), and current length of time serving each referenced customer. All Contractor's must be qualified and licensed under the laws, rules and regulations of the State of Florida and the City of Lake City, Florida to perform the work required by these contract documents.

### 3.11. Delivery

- a. All deliveries will be F.O.B. to destinations (departments) within the City of Lake City, Florida and with freight fully prepaid.
- b. Time of delivery is an important consideration in making the award and must be adhered to.
- c. The City of Lake City reserves the right to cancel any orders, or any part thereof without obligation if delivery is not made within the time specified. Any deliveries made after a cancellation of order(s) may be returned at the vendor's expense

### 3.12. Inspection, Identification and Acceptance

- a. Inspection and acceptance will be at FOB destination unless otherwise provided. Title to/or risk of loss or damage to all items shall be the responsibility of the successful bidder until acceptance by the buyer.
- b. The bidder shall file with the carrier all claims for breakage, imperfections and other losses.
- c. All material being delivered shall be marked legibly, in a conspicuous location, with the following information: Purchase Order Number, Quantity, and Vendor's Name

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d. If the order supplied to the City is found to be defective or does not conform to specifications, the City reserves the right to cancel the order upon written notice to the seller and return the product to the seller at the seller's expense

### 3.13. Rejected Items

Delivered items that do not fulfill all requirements will be rejected. Rejected items shall be removed and replaced promptly by the bidder at no cost to the City.

### 3.14. Audit Procedures

Invoices submitted by the bidder shall be in sufficient detail for a proper pre-audit and post-audit thereof.

### 3.15. Extra Work

The City, without invalidating this AGREEMENT, may order changes in the operation within the general scope of this AGREEMENT consisting of additions, deletions, or other revisions, price and time may be adjusted accordingly. All such changes in the AGREEMENT may be authorized by a written Change Order to the AGREEMENT and may be executed under the applicable conditions of the AGREEMENT. If the contractor plans to make a claim for an increase in the price or any changes in Product, machinery, or service, he/she must submit said change request in writing for approval or rejection.

### 3.16. Cancel Agreement

The City has the right to cancel this AGREEMENT for convenience in accordance with, but not limited to, the terms of default as specified herein. In any of the following events the City at any time hereafter shall have the right to immediately terminate the AGREEMENT.

In the event the contractor fails to keep and perform or shall violate any of the terms, covenants and conditions of the AGREEMENT on its part to be kept and performed, and the contractor shall not have cured or corrected such failure or violation within 10 days after written notice thereof shall have been given to the contractor; or immediately should the violation affect the health, safety and welfare of the contractor's employees, City employees or the public.

In the event the contractor shall, after 3-separate occasions during the term of this AGREEMENT, fail to keep and perform or shall violate any of the terms, covenants and conditions of this AGREEMENT, then the City has the right to terminate this AGREEMENT with no penalties to the City.

In the event the contractor shall cease to operate the business awarded herein, or shall vacate or abandon said premises or not service and maintain the HVAC systems, or if contractor allows his licenses or permits to expire without renewing as required, this AGREEMENT will be declared null and void.

### 3.17. Protection of Property/Property Conditions

- A. If property is damaged performing work specified or is removed for the convenience of the work, it shall be repaired or replaced at the expense of the bidder in a manner acceptable to the City of Lake City.

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- B. Bidder shall notify the Contract Manager for the City of the work site having pre-existing damage before beginning the work. Failure to do so shall obligate the bidder to make repairs as addressed in this solicitation.
- C. Bidder shall be responsible for securing all work areas to be safe.

### 3.18. Safety

The Contractor shall be responsible for the safe conduct of his/her personnel during the execution of the work detailed herein. The Contractor shall meet or exceed the standards set for by the Occupational Safety and Health Administration (OSHA) and requirements established by the Federal, State, and Local agencies. Should an unsafe condition be identified during the execution of this work, the Contractor will immediately suspend such activity until a safe method can be employed.

### 3.19. Employees

- A. Contractor shall be responsible for the appearance of all working personnel assigned to the project. Personnel shall be clean and appropriately dressed at all times. Personnel must wear property identification at all times (company shirts, ID badges, etc.)
- B. All personnel of the Contractor shall be considered to be, at all times, the sole employees of the Contractor, under the Contractor's sole direction, and not an employee or agent of the City of Lake City. The Contractor shall supply competent and physically capable employees and the City of Lake City may require the Contractor to remove any employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose presence on city property is not in the best interest of the City of Lake City. The City of Lake City shall not have any duty to implement or enforce such requirements.
- C. Contractor shall assign an "on-duty" supervisor who speaks and reads English.
- D. Contractor shall have its employees refrain from the use of tobacco products in the City's buildings or grounds. Tobacco use will be allowed in designated areas only.
- E. Contractor shall be solely responsible for receiving all materials and equipment at site.

### 3.20. Storage of Materials

Contractor shall discuss material and/or equipment storage areas with the City Contract Manager.

### 3.21. Disposal of Waste

The successful Contractor shall be responsible for the daily disposal of all waste materials, debris, and any and all excess materials, containers, etc. at an off-site location in accordance with local, state and federal regulations. The City dumpsters are not to be used by the Contractor. Disposal of waste materials shall be in a proper manner in accordance with all environmental guidelines and regulations.

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### 3.22. Hours of Work

- A. The successful Contractor will perform installation Monday through Friday from 8:00 AM to 4:00 PM.
- B. Extended working hours may be available upon request and approval by the City of Lake City prior to the commencement of the work specified under this contract.

### 3.23. Warranty

- A. The Contractor agrees that the goods furnished under any award resulting from this solicitation shall be covered by the most favorable commercial warranties the Contractor gives any customer for such goods and that the rights and remedies provided therein are in addition to and do not limit those available to the City of Lake City by any other clause of this solicitation. A copy of this warranty shall be furnished with the bid. At a minimum, all work shall be guaranteed by the Contractor against defects resulting from the use of inferior materials, equipment or workmanship for one (1) year from the date of final acceptance of the entire project by the City of Lake City in writing.
- B. The Contractor warrants that, unless otherwise specified, all materials and equipment incorporated in this solicitation and under the contract shall be new, in first class condition, and in accordance with the ITB documents. The Contractor further warrants that all workmanship shall be of the highest quality and in accordance with contract documents and shall be performed by persons qualified at their respective trades. Defects discovered during the warranty period shall be corrected by the Contractor to the City of Lake City's satisfaction.

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## 4. General Terms and Conditions

### 4.1. Definitions

- 1.1. **Addendum:** A written change to a Solicitation.
- 1.2. **Bid, Offer, or Response:** Shall refer to any bid, offer, or response submitted in regard to this Invitation to Bid that if accepted would bind the Contractor to perform the resultant contract.
- 1.3. **Bidder:** A general reference to any entity responding to this solicitation and must be the party entering into the Agreement with the City; also includes bidder, contractor, company, respondent, vendor, etc.
- 1.4. **Contract:** The Agreement to provide the goods or perform the services set forth in this solicitation.
- 1.4.1. **Purchase of Goods-** The contract will be comprised of the solicitation document signed by the vendor with any addenda and other attachments specified incorporated and a City purchase order.
- 1.4.2. **Performance of Services –** The contract will be comprised of the Agreement between the City and the vendor, the solicitation document, any addenda, and other attachments incorporated into the agreement.
- 1.5. **Contractor:** The vendor to whom award has been made.
- 1.6. **City:** Shall refer to City of Lake City, Florida.
- 1.7. **Required Bid Bonds –** Bidder is required to send in their bid bonds (if applicable) by the due date and time of the solicitation.
- 1.8. **Invitation to Bid (ITB):** Shall mean this solicitation document, including any Addenda, used to communicate City requirements to prospective bidders and to solicit bid responses from them.
- 1.9. **Language:** The City has established for purposes of this solicitation that the words “shall”, “must”, or “will” are equivalent in this solicitation and indicate a mandatory requirement or condition, the material deviation from which shall not be waived by the City. A deviation is material if, in the City’s sole discretion, the deficient response is not in substantial accord with this ITB’s mandatory requirements. The words “should” or “may” are equivalent in this solicitation and indicate very desirable conditions or requirements, but are permissive in nature.
- 1.10. **Owner:** Shall refer to City of Lake City, Florida.
- 1.11. **Responsible:** Refers to a vendor that has the capacity and capability to perform the work required under a Solicitation and is otherwise eligible for award.
- 1.13. **Responsive:** Refers to a Bidder that has taken no exception or deviation from the terms, conditions, and specifications set forth in an ITB. Their bid, offer or response conforms to the instructions and format specified in the solicitation document.
- 1.14. **Solicitation:** The written document detailing the solicitation requirements and requesting bids, offers or submittals from Bidders.

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#### 4.2. Qualifications of Respondents

The City of Lake City reserves the right before awarding the contract, to require the Bidder to submit such evidence of his qualifications and experience as it may deem necessary, and may consider any evidence available to it of the financial, technical and other qualifications and abilities of a respondent.

- A. The Bidder is assumed to be familiar with all Federal, State or local laws, codes, ordinances, rules and regulations that in any manner affect the work, and to abide thereby if awarded the Contract. Ignorance of legal requirements on the part of the Bidder will in no way relieve him of responsibility.
- B. Any Bidder may be required to show to the complete satisfaction of the City of Lake City that he/she has the necessary personnel, facilities, abilities, and financial resources to perform the work in a satisfactory manner and within the time specified.
- C. Bidder must possess any and all required licenses to perform and complete the work necessary in this project. The Bidder must be licensed at the time of submitting their bid and the license must be in effect for the entire period of the project.

#### 4.3. Award

Award may be made to the Bidder which offers the best value to the City. The City reserves the right to reject any and all offers, to waive non-material irregularities or technicalities and to re-advertise for all or any part of this solicitation as deemed in its best interest. The City shall be the sole judge of its best interest.

#### 4.4. Assignment

The Contractor shall not assign or transfer any contract resulting from this solicitation, including any rights title or interest therein, or its power to execute such contract to any person, company or corporation without the prior written consent of the City.

#### 4.5. Basis for Bidding

The total amount bid shall be based on quantities, unit prices and/or lump sum(s) according to the "Pricing Table" provided. Any quantities shown in the Pricing Table are estimates for the purpose of arriving at a total bid price for comparison of Bid Responses.

A Bidders bid prices shall be firm for ninety (90) calendar days after the solicitation opening date, unless stated differently in the Special Terms and Conditions. In the case of a discrepancy between the unit cost and extended cost the unit cost quoted will take precedence and the Procurement Department shall make and note the correction on the Final Bid Tabulation.

#### **4.6. Bidder Eligibility**

It is the policy of the City to encourage full and open competition among all available qualified vendors. All vendors regularly engaged in the type of work specified in the solicitation are encouraged to submit bids. Eligibility requirements for contract award are:

- 6.1. Have NO delinquent indebtedness to the City of Lake City or other federal, state, or local agencies;
- 6.2. Shall be regularly and consistently engaged in providing services the same or similar to those being requested in the solicitation;
- 6.3. Have adequate financial resources, or the ability to obtain such resources as required during performance of the contract;
- 6.4. Be able to comply with the required or proposed delivery or performance schedule;
- 6.5. Have a satisfactory record of performance. Vendors who are or have been seriously deficient in current or recent contract performance (when the number of contracts and the extent of the deficiency of each are considered, in the absence of evidence to the contrary or circumstances properly beyond the control of the contractor) shall be presumed unable to meet this requirement. Past unsatisfactory performance will ordinarily be sufficient to justify a finding of non-responsibility;
- 6.6. Have a satisfactory record of integrity and business ethics;
- 6.7. Be properly licensed by the appropriate regulatory agency for the work to be performed;
- 6.8. Not have any previous or current investigations, regardless of disposition or outcome, by the regulatory agency responsible for licensing Contractors; and
- 6.9. Be otherwise qualified and eligible to receive an award under applicable laws and regulations.

#### **4.7. Cancellation of Solicitation**

The City reserves the right to cancel, in whole or in part, any solicitation when it is in the best interest of the City. Availability of all information related to a cancelled solicitation is subject to Chapter 119, Florida Statutes.

#### **4.8. Changing of Forms**

If the City discovers any bid forms submitted by a bidder in response to this solicitation have been altered the City may, at its discretion, disqualify the Bidder and not consider their bid for award.

#### **4.9. Tax Exempt**

The City is generally exempt from Federal Excise Taxes and all State of Florida sales and use taxes. The City will provide a tax exemption certificate upon request. Contractors doing business with the City are not exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with

the City, nor shall any contractor be authorized to use any of the City's Tax Exemptions in securing such materials.

#### 4.10. Collusion Among Firms

Where two (2) or more related parties, as defined herein, each submit a bid for the same contract, such bids shall be presumed to be collusive. The foregoing presumption may be rebutted by the presentation of evidence as to the extent of ownership, control and management of such related parties in preparation of such submittals. Related parties shall mean an interested party or the principals thereof which have a direct or indirect ownership interest in another interested party for the same contract or in which a parent company or the principals thereof of one interested party have a direct or indirect ownership interest in another interested party for the same contract. Furthermore, any prior understanding, agreement, or connection between two (2) or more corporations, firms, or persons submitting a response for the same materials, supplies, services, or equipment shall also be presumed to be collusive. The relationship of manufacturer or their representative(s) providing pricing to distributors while each party submits a bid for the same materials, supplies, services, or equipment shall be presumed to be collusive. Responses found to be collusive shall be rejected. Respondents which have been found to have engaged in collusion may be considered non-responsible, and may be suspended or debarred, and any contract resulting from collusive actions may be terminated for default.

#### 4.11. Conflict of Interest

The award hereunder is subject to Chapter 112, Florida Statutes. All respondents must disclose with their response the name of any officer, director, or agent who is also an employee of the City of Lake City. Further, all respondents must disclose the name of any City of Lake City employee who owns, directly or indirectly, an interest of five percent (5%) or more of the Bidders firm or any of its branches.

#### 4.12. Conflicts within the Solicitation

Where there appears to be a conflict between the General Terms and Conditions, Special Terms and Conditions, the Supplemental Terms & Conditions the Statement of Work, the Schedule of Bid Items, or any addendum issued, the order of precedence shall be the last addendum issued, the Schedule of Bid Items, the Statement of Work, the Special Terms & Conditions, the Supplemental Terms & Conditions and then the General Terms & Conditions. In addition, in the case of a conflict between any term or provision contained in contract documents which cannot be resolved by the order of precedence set forth previously, the term or condition that is more stringent and/or specific shall govern and apply.

#### 4.13. Continuation of Work

Any work that commences prior to and will extend beyond the expiration date of the current contract period shall, unless terminated by mutual written agreement between the City and the vendor, continue until completion without change to the then current prices, terms and conditions.

#### 4.14. Cost of Preparing Bid Response

All costs incurred by the Bidder for proposal preparation and participation in this competitive procurement will be the sole responsibility of the Bidder. The City of Lake City shall not reimburse any Bidder for any such costs.

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#### 4.15. Execution of Contract

The Contractor to whom the City intends to award a Contract will be required to execute an Agreement within ten (10) days from the date of the Notice of Recommendation for Award, and deliver these executed instruments as instructed to the City of Lake City Procurement Department.

#### 4.16. Interpretation of Contract Documents

Each Bidder shall thoroughly examine the Forms Response Form, and all other papers comprising the Contract Documents. He shall also examine and judge for himself all matters relating to the location and the character of the proposed work. If the Bidder should be of the opinion that the meaning of any part of the specifications is doubtful or obscure, or that they contain errors or reflect omissions, he should report such opinion or opinions in writing for an interpretation to the Procurement Department at 205 N. Marion Ave., Lake City, FL 32055 or by email to [procurement@lcfla.com](mailto:procurement@lcfla.com). Your notification should be done immediately, but in not case no later than **seven (7) business days** before the due date and time.

The City shall not be responsible for oral interpretation given by any City representative, the issuance of a written addendum being the only official method whereby such an interpretation will be given. The failure of the Bidder to direct the attention of the Purchasing Representative to errors or discrepancies will not relieve the Bidder, should he be awarded the contract, of responsibility of performing the work to the satisfaction of the City of Lake City in accordance with the specifications.

#### 4.17. Liability

The Contractor shall hold and save the City of Lake City, its officers, agents, and employees harmless from liability of any kind in the performance of or fulfilling the requirements of a Contract resulting from this solicitation.

#### 4.18. Notice to Proceed

Following contract award the City shall schedule with Contractor a pre-construction meeting. At that meeting the parties will mutually agree on a projects start date which will be used as the Notice to Proceed date. The City shall provide the Notice to Proceed (NTP) to the Contractor. Contractor shall sign NTP acknowledging receipt and agreeing to the dates. The performance period will be defined in the NTP using the NTP date with the days stated in the Time of Completion paragraph of the Contract Documents.

#### 4.19. Price Bid

The unit prices, lump sum(s) and total price bid for the work shall be stated in figures in the appropriate places on the prescribed form(s), and shall be firm for ninety (90) calendar days after the solicitation opening date, unless stated differently in the Special Terms and Conditions. In the case of a discrepancy between the unit cost and extended cost the unit cost quoted will take precedence.

#### 4.20. Protests

Protests can only be made by Interested Parties. Any Bidder desirous of protesting a bid for any reason must file a written notice of bid protest with the City Manager's office within 72 hours following posting of notice of intended award. All protest will be in writing stating the bid being protested and the specific

reason of the protest. All protest will be signed by the Protestor and include all detail for a complete and thorough review. The decision of the City Manager, after consultation with the City Attorney will be issued within five (5) working days of the receipt of the protest, unless additional time is agreed upon by all parties involved should circumstance warrant such a delay.

#### 4.21. Public Entity Crime

Pursuant to Section 287.133(12)(a) of the Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid Response on a contract to provide any goods or services to a public entity, may not submit a bond on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bid Responses on leases of real property to a public entity may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for Category Two (\$25,000) for a period of 36 months from the date of being placed on the convicted vendor list."

#### 4.22. Public Record

The Owner is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's public records law. Specifically, the Contractor shall:

- A. Keep and maintain public records required by the public agency to perform the service.
- B. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- 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 public agency.
- D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency 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 public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency

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**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 (386) 719-5826 OR (386) 719-5756, CITYCLERK@LCFLA.COM, CITY CLERKS OFFICE, 205 N MARION AVE., LAKE CITY, FL, 32055.**

#### **4.23. Insurance**

- A. Without limiting Contractor's indemnification, it is agreed that the successful Contractor will purchase at their expense and maintain in force at all times during the performance of services under this agreement the following insurance. Where specific limits are shown, it is understood that they must be the minimum acceptable limits. If successful Contractor's policy contains higher limits, the City of Lake City will be entitled to coverage to the extent of such higher limits. Certificates of Insurance must be furnished to the City naming the City of Lake City as additional insured. These certificates must provide a ten (10) calendar day notice to the City in the event of cancellation, non-renewal or a material change in the policy.
- B. Statutory Workers Compensation insurance as required by the State of Florida.
- C. Commercial General Liability insurance to provide coverage of not less than \$1,000,000.00 combined single limit per occurrence and annual aggregates where generally applicable and must include premises-operations, independent contractors, products/completed operations, broad form property damage, blanket contractual and personal injury endorsements.
- D. Business Vehicle/Umbrella Liability insurance with a minimum limit of \$200,000 per occurrence, and \$300,000 for all claims arising out of the same incident or occurrence, for property damage and personal injury. Notice, these limits may change according to Florida law and the protections afforded to the City pursuant to sovereign immunity for liability.

#### **4.24. Indemnity**

Successful contractor will indemnify and hold Owner and Owner's agents harmless from any loss, cost, damage or injury sustained by any persons (s) as a result of the actions of employees or officers of the Contractor, subcontractors or suppliers.

#### **4.25. Liquidated Damages**

In the event the bidder is awarded the contract and fails to complete the work within the time limit or extended time limit agreed upon, liquidated damages will be paid to the City of Lake City at the sum of \$500.00 per day for all work awarded under the contract until the work has been satisfactorily completed and accepted by the City.

#### **4.26. Schedule**

- A. Upon receipt of all required documents a Notice to Proceed will be issued.

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#### **4.27. Special Conditions**

- A. Extended time may be allowed for the completion of this project due to inclement weather.
- B. Decisions to allow days added to the contract due to inclement weather will be based upon weather records as recorded with the State of Florida, Division of Forestry located in Lake City, Florida and approved by the City of Lake City Project Manager.
- C. In the event additional days are awarded the contractor must notify the City of Lake City Procurement department at the beginning of work stoppage and each succeeding day until work can be safely resumed.

#### **4.28. Payment**

Payment will be based on: (a) City's acceptance of work, and (b) submitted evidence, if requested by the City, that all payrolls, materials, bills, and indebtedness connected with the work have been paid. The City may withhold an amount as may be necessary to pay such claims for labor and services rendered and materials involved with the work. Payment to Contractor will be made within thirty (30) calendar days of receipt of invoice, assuming there are no contested amounts with the invoice.

#### **4.29. Or Equal**

Any manufacturers' names, trade names, brand names or catalogue numbers used in the specifications are for the purpose of describing and establishing general performance and quality levels. Such references are not intended to be restrictive. Bids are invited on these and comparable brands or products provided the quality of the proposed products meet or exceed the quality of the specifications listed for any item. All requests for "or equal" consideration must be received prior to the deadline for receiving questions.

#### **4.30. Experience/References**

Bidders must provide a statement of qualifications and include with their proposal a minimum of three (3) references for similar project in the last five (5) years. The list of references must be submitted as a part of the bidder response as provided within the vendor questionnaire. All reference materials provided become the property of the City of Lake City and also become public record.

#### **4.31. Change Orders**

- A. Notify the City of Lake City of any conditions in the project area that are not addressed within the specifications that may require a change order.
- B. Change orders to the scope of work or additional work requested by the City of Lake City must be in written form and initiated by the Contractor.
- C. All changes or additions will be approved by the City of Lake City prior to work being initiated.

#### 4.32. Addendum

It will be the sole responsibility of the bidder to contact the Purchasing Department prior to submitting a bid to determine if any addenda have been issued, to obtain such addenda, and to acknowledge addenda with their bid. Failure to submit acknowledgement of any addendum that affects the bid price is considered a major irregularity and will be cause for rejection of the bid.

#### 4.33. Required Documents

The enclosed documents must be executed and returned with bid proposal or the proposal may be considered non-responsive. (Conflict of Interest Statement, Disputes Disclosure Form, Drug Free Workplace Certificate, Non-Collusion Affidavit of Proposer, References, Public Entity Crime Statement and E-Verify Affirmation Statement.

#### 4.34. Employment Eligibility Verification (E-Verify)

In accordance with State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Verification of Employment Status), in the event performance of this Agreement is or will be funded using state or federal funds, the CONTRACTOR must comply with the Employment Eligibility Verification Program("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the CONTRACTOR must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States, except if the CONTRACTOR is a state or local government, the CONTRACTOR may choose to verify only new hires assigned to the Agreement; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include these requirement in certain subcontracts, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

#### 4.35. Payment And Performance Bonds

Payment and performance bonds are not a requirement of this bid.

#### 4.36. Additional Information

The City of Lake City reserves the right to request any additional information needed for clarification from any Bidder for evaluation purposes.

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## 5. Pricing Proposal

### HVAC REPAIR AND PREVENTATIVE MAINTENANCE SERVICES

#### AIRPORT

Line Item	Description	Quantity	Unit of Measure	Quarterly Total	Annual Total	Comments
1	Airport FBO Outside West End Trane XL20I Comfortlink II Model # 4TTZ0060A1000AA Serial# 11253R7H1F	4	Quarterly			
2	Airport FBO Outside West End Trane XL20I Comfortlink II Model # 4TTZ0060A1000AA Serial# 11182SFN1F	4	Quarterly			
3	Airport FBO Outside West End Trane XL20I Comfortlink II Model # 4TTZ0060A1000AA Serial# 11253SKE1F	4	Quarterly			
4	Outside East End XB 14 Model# 4TTB4048E1000AB Serial# 11914MX2F	4	Quarterly			
5	Airport FBO Outside East End XB 14 Model# 4TTB4042E1000AB Serial# 11201RAP5F	4	Quarterly			
6	Airport FBO Outside East End XB 14 Model# 4048N1000AA Serial# 23262LB03F	4	Quarterly			
7	Airport FBO Outside East End XB 14 Model# 4048N1000AA Serial# 23262LB03F	4	Quarterly			

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Line Item	Description	Quantity	Unit of Measure	Quarterly Total	Annual Total	Comments
8	Airport FBO Outside East End XB 14 Model# 4TTB4042E1000AB Serial# 11201RF65F	4	Quarterly			
9	Tower Roof Carrier Weathermaker Model # 50TCQA05A0A3A0 Serial # 4013C79540	4	Quarterly			
10	Tower 1st Floor Amana Model # PTC153G35AXXXAA Serial# 1406035732	4	Quarterly			
11	Tower 2nd Floor Cooper & Hunter Serial # 34076492802942802R0223	4	Quarterly			
12	Tower 3rd Floor Cooper & Hunter Serial # 34076492802942802R0137	4	Quarterly			
13	Hangar B1 Office Gree/Inverter Model # Inverter Multi 18HP 230V1AO Serial #3415GS00553	4	Quarterly			
14	Electric Vault Building LG Model #LSU090HXV Serial# MEZ66708802	4	Quarterly			
15	Jay's Hangar Mitsubishi Model # MXZ-3C30NA2 Serial # 1XU59734A Outside unit.	4	Quarterly			
16	Jays Hangar inside Unit Serial #18E18378 S/N18E18427 S/N18E18375	4	Quarterly			

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Line Item	Description	Quantity	Unit of Measure	Quarterly Total	Annual Total	Comments
17	FHP Hangar Goodman Outside Unit Model #GSZ140361KE S/N 1907395250	4	Quarterly			
18	FHP Hangar Goodman Inside Unit Model #ARUF37C14AD S/N 1907377784	4	Quarterly			
<b>TOTAL</b>						

### HVAC PREVENTATIVE MAINTENANCE SERVICES & REPAIR

#### CITY HALL

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	CITY HALL ROOFTOP TRANE MODEL #TWA12OA300FB SERIAL #5063LUTAD	4	QUARTERLY		
2	CITY HALL ROOF TOP TRANE MODEL #4WCC3060A3000AA SERIAL#1033712097L	4	QUARTERLY		
3	CITY HALL ROOFTOP CARRIER MODEL #38ARQ008501 SERIAL #3105G10141	4	QUARTERLY		
4	CITY HALL ROOFTOP CARRIER MODEL #38ARQ008501 SERIAL#3105G10141	4	QUARTERLY		
5	CITY HALL ROOFTOP CARRIER MODEL# UNKNOWN SERIAL # UNKNOWN	4	QUARTERLY		
6	CITY HALL ROOFTOP CARRIER MODEL # UNKNOWN SERIAL# UNKNOWN	4	QUARTERLY		
7	CITY HALL ROOFTOP CARRIER MODEL # UNKNOWN SERIAL# UNKNOWN	4	QUARTERLY		

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Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
8	CITY HALL ROOF TOP TRANE MODEL # 4TWR4036G1000AA SERIAL# 1831300H4F	4	QUARTERLY		
9	CITY HALL ROOFTOP PAYNE MODEL #PH13NR036-F SERIAL#1206X68787	4	QUARTERLY		
10	CITY HALL ROOFTOP TRANE MODEL#4TWR4036D1000AA Serial# 16063K82BF	4	QUARTERLY		
11	CITY HALL ROOFTOP TRANE MODEL# 4TWR4042G1000AA SERIAL# 16165JHKBF	4	QUARTERLY		
12	CITY HALL ROOFTOP CARRIER MODEL# 38TH018300 SERIAL# 0590E13404	4	QUARTERLY		
13	CITY HALL ROOFTOP CARRIER TRANE MODEL# 4TWR4060G1000AA SERIAL# 16215C8A2F	4	QUARTERLY		
14	CITY HALL ROOFTOPCARRIER MINI SPLIT MODEL# 38BNB024311 SERIAL# UNKNOWN	4	QUARTERLY		
<b>TOTAL</b>					

#### HVAC PREVENTATIVE MAINTENANCE SERVICES & REPAIR

Customer Service/ Growth Management Bldg.

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Customer Service ROOFTOP YORK MODEL#ZQG06D2B1AA1A111A2 SERIAL #N1G8997513	4	QUARTERLY		
2	CUSTOMER SERVICE ROOFTOP YORK MODEL #PCG4A360752X1A SERIAL# W1C8601877	4	QUARTERLY		

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Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
3	CUSTOMER SERVICE ROOFTOP TRANE MODEL #YCC030F1MOBJ SERIAL # 54532GF1H	4	QUARTERLY		
4	CUSTOMER SERVICE ROOFTOP TRANE MODEL# YSC060E3EELA0000 SERIAL # 115110423L	4	QUARTERLY		
5	CUSTOMER SERVICE ROOFTOP GOODMAN MODEL # GPG1330070M41BA SERIAL # 1406267203	4	QUARTERLY		
6	CUSTOMER SERVICE ROOFTOP TRANE MODEL#YCC048F3M0BG SERIAL# 54221LN1H	4	QUARTERLY		
7	CUSTOMER SERVICE ROOFTOP TRANE MODEL# YCC030F1M0BJ SERIAL#50645CG1H	4	QUARTERLY		
8	CUSTOMER SERVICE ROOFTOP TRANE MODEL# YCC030F1M0BJ SERIAL # 5202NAD1H	4	QUARTERLY		
<b>TOTAL</b>					

#### HVAC PREVENTATIVE MAINTENANCE AND REPAIR

##### DARBY PAVILLION

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	DARBY PAVILLION	4	QUARTERLY		
<b>TOTAL</b>					

#### HVAC REPAIR AND PREVENTATIVE MAINTENANCE SERVICES

##### IT Building- Teen Town-GIS

**EXHIBIT TO  
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**NOT FOR  
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Line Item	Description	Quantity	Unit of Measure	Quarterly Total	Annual Total	Comments
1	Teen Town Office AMANA Model # BMA24F05A Serial# 020114112	4	Quarterly			
2	Teen Town Bldg Rheem Model # RHGM-120ZL Serial# F491302408	4	Quarterly			
3	IT TRANE Model# TEM4A0C60S51SBA Serial # 20354W7L3V	4	Quarterly			
4	IT TRANE Model# TEM4A0C60S51SBA Serial # 20354YPF3V	4	Quarterly			
5	GIS TRANE Model# TWE060C15FD0 Serial # Z352K5W2V	4	Quarterly			
6	GIS TRANE Model# TWE060C15FD0 Serial # Z365KAW1V	4	Quarterly			
<b>TOTAL</b>						

### HVAC REPAIR & PREVENTATIVE MAINTENANCE SERVICES

#### INFORMATION TECHNOLOGY

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Police Department 1st Floor Inside Unit Mitsubishi Model #MSYGA24NA Serial #0001072	4	QUARTERLY		
2	Police Department 1st Floor Outside Unit Mitsubishi Model #MUY-GE24NA Serial #0001086T	4	QUARTERLY		

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Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
3	Police Department 1st Floor. Outside Unit Mitsubishi Model #MSY-GE24NA Serial # 0000902T	4	QUARTERLY		
4	Police Department 2nd floor Radio room, located behind the 2nd floor kitchen. Inside Unit Mitsubishi Model #MSY-GE24NA Serial # 00001747	4	QUARTERLY		
5	2nd floor Datacenter, located across from the training room Inside Unit Odyssey Model #TWE061E100AA Serial #10392U6MBA (Trane)	4	QUARTERLY		
6	Outside Unit 1 Trane Model #4TTB4030E1000AA Serial #10523PTA5F	4	QUARTERLY		
7	Outside Unit 2Trane Model #4TTB4030E1000AA Serial #10523RCD5F	4	QUARTERLY		
8	KWRF Inside Unit Gree Model # V1R12HP230V1AH Serial # 5115GS00711	4	QUARTERLY		
9	KWRF Outside Unit Gree Model # V1R12HP230V1AO Serial # 2616GS04923	4	QUARTERLY		
10	WTP Inside Unit Mitsubishi Model # MSZ-GE12NA Serial # 3005735	4	QUARTERLY		
11	WTP Outside Unit Mitsubishi Model #MUY-GE12NA Serial # 3000881	4	QUARTERLY		
12	FHP Tower Site Inside Unit Mitsubishi Model #MSY-GE18NA Serial #2000816	4	QUARTERLY		
13	FHP Tower Site Outside Unit Mitsubishi Model #MUY-GE18NA Serial #1000669	4	QUARTERLY		
<b>TOTAL</b>					

**EXHIBIT TO  
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EXECUTION**

### HVAC PREVENTATIVE MAINTENANCE AND REPAIR SERVICES

#### NATURAL GAS

Line Item	Description	Quantity	Unit of Measure	Annual Total	Total
1	DOWNSTAIRS TRANE MODEL #TEM4A0C42S41SBA SERIAL # 19033WAW3V	4	QUARTERLY		
2	UPSTAIRS TRANE MODEL #TEM4A0C42S41SB SERIAL # 19182G063V	4	QUARTERLY		
<b>TOTAL</b>					

### HVAC PREVENTATIVE MAINTENANCE AND REPAIR SERVICES

#### PUBLIC WORKS

Line Item	Description	Quantity	Unit of Measure	Annual Total	Total
1	Front of Bldg SEER GOODMAN 2007 MODEL # GSC130421AC SERIAL # 0703556737	4	QUARTERLY		
2	REAR OF Bldg TRANE 3.5 TON 2012 MODEL# 4TWB3042B1000BA SERIAL# 12231S6C4F	4	QUARTERLY		
3	REAR OF BLDG RADCO MODEL# PH10JA018-E SERIAL#4603E13331	4	QUARTERLY		
<b>TOTAL</b>					

### HVAC PREVENTATIVE MAINTENANCE AND REPAIR SERVICES

#### Wastewater Treatment Plant

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**NOT FOR  
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Line Item	Description	Quantity	Unit of Measure	Annual Total	Total
1	WWTP ADMIN BLDG AMERICAN STANDARD (TRANE) MODEL # 4TTA3048A4000BA SERIAL #10294TA05F	4	QUARTERLY		
2	WWTP OPERATIONS BLDG AMERICAN STANDARD (TRANE) MODEL # 4WCC3060A000AA SERIAL 9321H299H	4	QUARTERLY		
3	WWTP EFFLUENT BLDG BARD MANUFACTURING CO. MODEL # W36A1-B06 SERIAL# 310F122904297-02	4	QUARTERLY		
4	WWTP RAS BLDG CARRIER MODEL # 24ABB360A006201 SERIAL# 1613E27224	4	QUARTERLY		
5	KWRF Operations Bldg Trane Model # TWE090E3R3AA Serial # 16054593BA	4	QUARTERLY		
6	KWRF Operations Bldg Trane Model # TWE090E3R3AA Serial # 16031UDJBA	4	QUARTERLY		
7	KWRF Electrical Bldg Bard Manufacturing Co. Model # W60L2 - A0ZXPXXXJ Serial # 324M133065642-02	4	QUARTERLY		
8	SW Reuse (PAR) Bard Manufacturing Co Model # WA602-C15BW4XXJ Serial # 155J092636738-02	4	QUARTERLY		
9	Sprayfield Control Room Goodman Manufacturing Co. Model # GSC130241AE Serial # 0706151145	4	QUARTERLY		
10	Sprayfield Office Trane XR . Model # 4 TWR4036N 1000AA Serial #24094WYMGF	4	QUARTERLY		
<b>TOTAL</b>					

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## HVAC REPAIR AND PREVENTATIVE MAINTENANCE SERVICES

### WATER TREATMENT PLANT

Line Item	Description	Quantity	Unit of Measure	Quarterly Total	Annual Total	Comments
1	Price Creek: Admin Bldg Carrier Model# 38AKS028---601 Serial #1106Q04049	4	Quarterly			
2	Price Creek: Ozone Bldg/Gen1 Carrier Model# 25HCO342A003101 Serial# 0114E02886	4	Quarterly			
3	Price Creek: Ozone Bldg/Gen2 Trane Model# 2TTB3030A1000AA Serial# 55058UX3F	4	Quarterly			
4	Price Creek: MCC Room CU1 Carrier Model# 38ARS012—C511 Serial# 1406G40104	4	Quarterly			
5	Price Creek: MCC Room CU2 Daikin Model#DX11TA1203AB Serial# 2201202601	4	Quarterly			
6	Price Creek: The air Handler is a Goodman Model# AHKD15-3 Serial# 2210000542	4	Quarterly			
<b>TOTAL</b>						

## HVAC PREVENTATIVE MAINTENANCE AND REPAIR SERVICES

### UTILITY ANNEX

**EXHIBIT TO  
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Line Item	Description	Quantity	Unit of Measure	Annual Total	Total
1	Utility Annex East Unit American Standard Model # TWA090A300DA Serial # Z042KLWAH	4	QUARTERLY		
2	Utility Annex Middle Unit Trane/American Standard Model # TWA090D30RAA Serial # 110248ASYA	4	QUARTERLY		
3	Utility Annex West Unit American Standard Model # TWA090D300DA Serial # Z205XPXAH	4	QUARTERLY		
4	Executive Office Grandaire Model # WJH342000KTP0A2 Serial # C133896299	4	QUARTERLY		
<b>TOTAL</b>					

#### HVAC PREVENTATIVE MAINTENANCE AND REPAIR

##### WESTSIDE FIRE STATION 2

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Fire Station 2, outside. Model RN-013-8-0-EA09-3FB Serial #202208-ANGK	4	QUARTERLY		
<b>TOTAL</b>					

#### HVAC PREVENTATIVE MAINTENANCE AND REPAIR

##### REGULAR WORKING HOURS

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	SERVICE MECHANIC	1	PER HOUR		
2	HELPER (IF NEEDED)	1	PER HOUR		
3	DUCT MECHANIC	1	PER HOUR		

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Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
4	HELPER (IF NEEDED)	1	PER HOUR		
<b>TOTAL</b>					

### HVAC PREVENTATIVE MAINTENANCE AND REPAIR

OVERTIME HOURS MONDAY-FRIDAY 5:01PM TO 7:59AM, SATURDAY, SUNDAY AND HOLIDAYS

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	SERVICE MECHANIC	1	PER HOUR		
2	HELPER (IF NEEDED)	1	PER HOUR		
3	DUCT MECHANIC	1	PER HOUR		
4	HELPER (IF NEEDED)	1	PER HOUR		
<b>TOTAL</b>					

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	MARKUP ON PARTS AND MATERIALS	1	%		
<b>TOTAL</b>					

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## 6. Vendor Questionnaire

### 6.1. References\*

As per the [Terms and Conditions](#), please provide the company name, address, contact person, telephone number and length of time services, using the following format, of at least three (3) client/customer references.

**\*Note: only list those client/customers in which a similar type of equipment/product of scope of work/service was provided.**

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Business Phone #: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Email: \_\_\_\_\_

Length of time services provided: \_\_\_\_\_

\*Response required

### 6.2. Title and Organization\*

Please provide your title and organization's name.

\*Response required

### 6.3. Local Office\*

Please provide the city and state for your local office. If you do not have a local office, please type "N/A".

\*Response required

### 6.4. Principal Office\*

Please provide the city and state for your Principal Office.

\*Response required

### 6.5. Conflict of Interest Statement\*

- A. The above named entity is submitting a Bid for the City of Lake City 011-2025 described as HVAC Repair and Preventative Maintenance Services.
- B. The Affiant has made diligent inquiry and provides the information contained in the Affidavit based upon his/her own knowledge.

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- C. The Affiant states that only one submittal for the above proposal is being submitted and that the above named entity has no financial interest in other entities submitting proposals for the same project.
- D. Neither the Affiant nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraints of free competitive pricing in connection with the entity's submittal for the above proposal. This statement restricts the discussion of pricing data until the completion of negotiations if necessary and execution of the Contract for this project.
- E. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise ineligible from participation in contract letting by any local, State, or Federal Agency.
- F. Neither the entity nor its affiliates, nor anyone associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
- G. I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with the City of Lake City.
- H. I certify that no member of the entity's ownership or management, or staff has a vested interest in any aspect of the City of lake City.
- I. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above named entity, will immediately notify the City of Lake City.

☐ Please confirm

\*Response required

#### 6.6. [Disputes Disclosure Form\\*](#)

Please select all that pertain to your organization. To answer yes, click on the options that pertain to your organization.

*Select all that apply*

- ☐ Has your firm or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulations or any other regulatory agency or professional association within the last five (5) years?
- ☐ Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?
- ☐ Has your firm had against it or filed any request for equitable adjustment, contract claims, bid protest, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?
- ☐ None

\*Response required

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#### 6.7. Disputes Disclosure Form - Explanation\*

If you answered yes for any in the previous question, state the nature of the request for equitable adjustment, contract claim, litigation, or protest, and state a brief description of the case, the outcome or status of the suit and the monetary amounts or extended contract time involved. If you selected none, please type "N/A".

\*Response required

#### 6.8. Disputes Disclosure Form - Acknowledgement\*

I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation or falsification of facts shall be cause for forfeiture of rights for further consideration of this proposal for the City of Lake City.

☐ Please confirm

\*Response required

#### 6.9. Drug Free Workplace Certificate\*

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that, as an authorized signatory on behalf of our organization, publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace named above, and specifying actions that will be taken against violations of such prohibition.

- Informs employees about the dangers of drug abuse in the work place, the firm's policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations.
- Gives each employee engaged in providing commodities or contractual services that are under bid or proposal, a copy of the statement specified above.
- Notifies the employees that as a condition of working on the commodities or contractual services that are under bid or proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, plea of guilty or nolo contendere to, any violation of Chapter 1893, of any controlled substance law of the State of Florida or the United States, for a violation occurring in the work place, no later than five (5) days after such conviction, and requires employees to sign copies of such written (\*) statement to acknowledge their receipt.
- Imposes a sanction on, or requires the satisfactory participation in, a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
- Makes a good faith effort to continue to maintain a drug free work place through the implementation of the drug free workplace program.

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“As a person authorized to sign this statement, I certify that the above named business, firm or corporation complies fully with the requirements set forth herein”.

☐ Please confirm

\*Response required

#### 6.10. Non-Collusion Affidavit\*

- A. By submitting a response to this solicitation, the Bidder Acknowledges that he/she is authorized to submit the attached response on behalf of their organization for:  
011-2025, HVAC Repair and Preventative Maintenance Services;
- B. He/She is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;
- C. Such Proposal is genuine and is not a collusive or sham proposal;
- D. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, connived, or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Proposal in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached proposal or any other Bidder, or to fix any overhead, profit or cost element of the proposal price or the proposal price of any other Bidder, or to secure through any collusion, connivance, or unlawful agreement any advantage against the City of Lake City, Florida or any person interested in the proposed Contract; and;
- E. The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

☐ Please confirm

\*Response required

#### 6.11. Human Trafficking Affidavit\*

Please download the below documents, complete, and upload.

- [Human Trafficking \(4\).docx](#)

\*Response required

#### 6.12. E-Verify Affirmation Statement\*

011-2025-HVAC Repair and Preventative Maintenance Services

Contractor/Proposer/Bidder acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of,

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(a) all persons employed by Contractor/Proposer/Bidder to perform employment duties within Florida during the term of the Contract, and,

(b) all persons (including subcontractors/vendors) assigned by Contractor/Proposer/Bidder to perform work pursuant to the Contract.

The Contractor/Proposer/Bidder acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the Contract is a condition of the Contract.

☐ Please confirm

\*Response required

#### **6.13. Bidder's Checklist\***

By submitting a response to this solicitation, the bidder acknowledges that they have read, understand and agree to all requirements and that they have completed in their entirety all required documents and/or attachments as a part of their bid submission.

☐ Please confirm

\*Response required

#### **6.14. Clarifications and Exceptions\***

Please explain in detail any deviation from the specifications. Each deviation must be itemized by number and must specifically refer to the applicable specification. Otherwise it will be considered that items offered are in strict compliance with these specifications and the successful Bidder will be held responsible for meeting the specification. If there will not be any deviation, please type "N/A".

\*Response required

#### **6.15. Federal Identification No. (FEID)\***

Please provide your FEIN number here.

\*Response required

#### **6.16. Sworn Statement Under Section 287.133(3)(n), Florida Statutes on Public Entity Crimes Acknowledgments\***

- A. This sworn statement is submitted with 011-2025.
- B. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to, and directly related to, the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentations.
- C. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an

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adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

D. I understand that an “affiliate” as defined in Paragraph 287.133(1)(a), Florida Statutes means:

1. A predecessor or successor of a person convicted of a public entity crime; or
2. an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The Ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

E. I understand that a “person” as defined in Paragraph 287.133(1)(c), Florida Statutes, means any natural person or entity organized under the laws of any state of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in management of an entity.

☐ Please confirm

\*Response required

**6.17. Please indicate which statement applies.\***

Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement.

*Select all that apply*

☐ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, nor any affiliate of the entity have been charged with or convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, or an affiliate of the entity has been charged with, and convicted of a public entity crime subsequent to July 1, 1989, and (Please indicate which additional statement applies - option 3, 4, or 5)

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- ☐ Option 3: There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order)
- ☐ Option 4: The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order)
- ☐ Option 5: The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by, or pending with, the Department of General Services)

\*Response required

#### **6.18. [Required Documents](#)**

Please upload your Final Order if you selected Option 3 or Option 4 above.

#### **6.19. [Describe Action Taken](#)**

Please describe any action taken by, or pending with, the Department of General Services, if you selected Option 5 above.

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City of Lake City  
Procurement

Brenda Karr, Procurement Director  
205 N. Marion Ave., Lake City, FL 32055

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RESOLUTION

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EXECUTION

EVALUATION TABULATION

ITB No. 011-2025

HVAC Repair and Preventative Maintenance Services

RESPONSE DEADLINE: April 16, 2025 at 2:00 pm

Report Generated: Tuesday, April 22, 2025

SELECTED VENDOR TOTALS

Vendor	Total
Sherman Mechanical Contractors	\$21,575.00
Strut Mechanical Inc	\$32,085.00
Mechanical Services of Central Florida, Inc.	\$39,226.32
ThermaServe Mechanical Inc.	\$41,724.16

HVAC REPAIR AND PREVENTATIVE MAINTENANCE SERVICES

AIRPORT

HVAC REPAIR AND PREVENTATIVE MAINTENANCE SERVICES					Mechanical Services of Central Florida, Inc.			Sherman Mechanical Contractors			Strut Mechanical Inc			ThermaServe Mechanical Inc.		
Selecte d	Line Ite m	Description	Quantit y	Unit of Measure	Quarterl y Total	Annual Total	Comment s	Quarterl y Total	Annual Total	Comment s	Quarterl y Total	Annual Total	Comment s	Quarterl y Total	Annual Total	Comment s
X	1	Airport FBO Outside West End Trane XL20I Comfortlink II Model # 4TTZ0060A1000AA Serial# 11253R7H1F	4	Quarterl y	\$117.33	\$469.32		\$50.00	\$200.00		\$90.00	\$360.00		\$117.53	\$470.12	

EVALUATION TABULATION  
ITB No. 011-2025  
HVAC Repair and Preventative Maintenance Services

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HVAC REPAIR AND PREVENTATIVE MAINTENANCE SERVICES					Mechanical Services of Central Florida, Inc.			Sherman Mechanical Contractors			Strut Mechanical Inc			ThermaServe Mechanical Inc.		
Selecte d	Line Item	Description	Quantit y	Unit of Measure	Quarterl y Total	Annual Total	Comment s	Quarterl y Total	Annual Total	Comment s	Quarterl y Total	Annual Total	Comment s	Quarterl y Total	Annual Total	Comment s
X	2	Airport FBO Outside West End Trane XL20I Comfortlink II Model # 4TTZ0060A1000AA Serial# 11182SFN1F	4	Quarterl y	\$117.33	\$469.32		\$50.00	\$200.00		\$90.00	\$360.00		\$117.53	\$470.12	
X	3	Airport FBO Outside West End Trane XL20I Comfortlink II Model # 4TTZ0060A1000AA Serial# 11253SKE1F	4	Quarterl y	\$117.33	\$469.32		\$50.00	\$200.00		\$90.00	\$360.00		\$117.53	\$470.12	
X	4	Outside East End XB 14 Model# 4TTB4048E1000AB Serial# 11914MX2F	4	Quarterl y	\$117.33	\$469.32		\$50.00	\$200.00		\$90.00	\$360.00		\$117.53	\$470.12	
X	5	Airport FBO Outside East End XB 14 Model# 4TTB4042E1000AB Serial# 11201RAP5F	4	Quarterl y	\$117.33	\$469.32		\$50.00	\$200.00		\$90.00	\$360.00		\$117.53	\$470.12	
X	6	Airport FBO Outside East End XB 14 Model# 4048N1000AA Serial# 23262LB03F	4	Quarterl y	\$117.33	\$469.32		\$50.00	\$200.00		\$90.00	\$360.00		\$117.53	\$470.12	
X	7	Airport FBO Outside East End XB 14 Model# 4048N1000AA Serial# 23262LB03F	4	Quarterl y	\$117.33	\$469.32		\$50.00	\$200.00		\$90.00	\$360.00		\$117.53	\$470.12	

EVALUATION TABULATION  
ITB No. 011-2025  
HVAC Repair and Preventative Maintenance Services

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HVAC REPAIR AND PREVENTATIVE MAINTENANCE SERVICES					Mechanical Services of Central Florida, Inc.			Sherman Mechanical Contractors			Strut Mechanical Inc			ThermaServe Mechanical Inc.		
Selecte d	Line Item	Description	Quantit y	Unit of Measure	Quarterl y Total	Annual Total	Comment s	Quarterl y Total	Annual Total	Comment s	Quarterl y Total	Annual Total	Comment s	Quarterl y Total	Annual Total	Comment s
X	8	Airport FBO Outside East End XB 14 Model# 4TTB4042E1000AB Serial# 11201RF65F	4	Quarterl y	\$117.33	\$469.32		\$50.00	\$200.00		\$90.00	\$360.00		\$117.53	\$470.12	
X	9	Tower Roof Carrier Weathermaker Model # 50TCQA05A0A3A0 Serial # 4013C79540	4	Quarterl y	\$117.33	\$469.32		\$75.00	\$300.00		\$90.00	\$360.00		\$117.53	\$470.12	
X	10	Tower 1st Floor Amana Model # PTC153G35AXXXAA Serial# 1406035732	4	Quarterl y	\$117.33	\$469.32		\$50.00	\$200.00		\$90.00	\$360.00		\$117.53	\$470.12	
X	11	Tower 2nd Floor Cooper & Hunter Serial # 34076492802942802R022 3	4	Quarterl y	\$117.33	\$469.32		\$50.00	\$200.00		\$90.00	\$360.00		\$117.53	\$470.12	
X	12	Tower 3rd Floor Cooper & Hunter Serial # 34076492802942802R013 7	4	Quarterl y	\$117.33	\$469.32		\$50.00	\$200.00		\$90.00	\$360.00		\$117.53	\$470.12	
X	13	Hangar B1 Office Gree/Inverter Model # Inverter Multi 18HP 230V1AO Serial #3415GS00553	4	Quarterl y	\$117.33	\$469.32		\$50.00	\$200.00		\$85.00	\$340.00		\$117.53	\$470.12	
X	14	Electric Vault Building LG Model #LSU090HXV Serial# MEZ66708802	4	Quarterl y	\$117.33	\$469.32		\$50.00	\$200.00		\$85.00	\$340.00		\$117.53	\$470.12	



## EVALUATION TABULATION

ITB No. 011-2025

## HVAC Repair and Preventative Maintenance Services

EXHIBIT TO  
RESOLUTIONNOT FOR  
EXECUTION

HVAC REPAIR AND PREVENTATIVE MAINTENANCE SERVICES					Mechanical Services of Central Florida, Inc.			Sherman Mechanical Contractors			Strut Mechanical Inc			ThermaServe Mechanical Inc.		
Selecte d	Line Ite m	Description	Quantit y	Unit of Measure	Quarterl y Total	Annual Total	Comment s	Quarterl y Total	Annual Total	Comment s	Quarterl y Total	Annual Total	Comment s	Quarterl y Total	Annual Total	Comment s
X	15	Jay's Hangar Mitsubishi Model # MXZ-3C30NA2 Serial # 1XU59734A Outside unit.	4	Quarterl y	\$117.33	\$469.32		\$50.00	\$200.00		\$85.00	\$340.00		\$117.53	\$470.12	
X	16	Jays Hangar inside Unit Serial #18E18378 S/N18E18427 S/N18E18375	4	Quarterl y	\$117.33	\$469.32		\$50.00	\$200.00		\$90.00	\$360.00		\$117.53	\$470.12	
X	17	FHP Hangar Goodmann Outside Unit Model #GSZ140361KE S/N 1907395250	4	Quarterl y	\$117.33	\$469.32		\$50.00	\$200.00		\$90.00	\$360.00		\$117.53	\$470.12	
X	18	FHP Hangar Goodmann Inside Unit Model #ARUF37C14AD S/N 1907377784	4	Quarterl y	\$117.33	\$469.32		\$50.00	\$200.00		\$90.00	\$360.00		\$117.53	\$470.12	
Total						\$8,447.76			\$3,700.00			\$6,420.00			\$8,462.16	

## HVAC PREVENTATIVE MAINTENANCE SERVICES &amp; REPAIR

## CITY HALL

HVAC PREVENTATIVE MAINTENANCE SERVICES & REPAIR					Mechanical Services of Central Florida, Inc.		Sherman Mechanical Contractors		Strut Mechanical Inc		ThermaServe Mechanical Inc.	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	1	CITY HALL ROOFTOP TRANE MODEL #TWA12OA300FB SERIAL #5063LUTAD	4	QUARTERLY	\$150.85	\$603.40	\$75.00	\$300.00	\$100.00	\$400.00	\$117.53	\$470.12

## EVALUATION TABULATION

Invitation to Bid - HVAC Repair and Preventative Maintenance Services

EVALUATION TABULATION  
ITB No. 011-2025  
HVAC Repair and Preventative Maintenance Services

HVAC PREVENTATIVE MAINTENANCE SERVICES & REPAIR					Mechanical Services of Central Florida, Inc.		Sherman Mechanical Contractors		Strut Mechanical Inc		ThermaServe Mechanical Inc.	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	2	CITY HALL ROOF TOP TRANE MODEL #4WCC3060A3000AA SERIAL#1033712097L	4	QUARTERLY	\$150.85	\$603.40	\$75.00	\$300.00	\$95.00	\$380.00	\$117.53	\$470.12
X	3	CITY HALL ROOFTOP CARRIER MODEL #38ARQ008501 SERIAL #3105G10141	4	QUARTERLY	\$150.85	\$603.40	\$75.00	\$300.00	\$95.00	\$380.00	\$117.53	\$470.12
X	4	CITY HALL ROOFTOP CARRIER MODEL #38ARQ008501 SERIAL#3105G10141	4	QUARTERLY	\$150.85	\$603.40	\$75.00	\$300.00	\$95.00	\$380.00	\$117.53	\$470.12
X	5	CITY HALL ROOFTOP CARRIER MODEL# UNKNOWN SERIAL # UNKNOWN	4	QUARTERLY	\$150.85	\$603.40	\$75.00	\$300.00	\$95.00	\$380.00	\$117.53	\$470.12
X	6	CITY HALL ROOFTOP CARRIER MODEL # UNKNOWN SERIAL# UNKNOWN	4	QUARTERLY	\$150.85	\$603.40	\$75.00	\$300.00	\$95.00	\$380.00	\$117.53	\$470.12
X	7	CITY HALL ROOFTOP CARRIER MODEL # UNKNOWN SERIAL# UNKNOWN	4	QUARTERLY	\$150.85	\$603.40	\$75.00	\$300.00	\$95.00	\$380.00	\$117.53	\$470.12
X	8	CITY HALL ROOF TOP TRANE MODEL # 4TWR4036G1000AA SERIAL# 1831300H4F	4	QUARTERLY	\$150.85	\$603.40	\$75.00	\$300.00	\$95.00	\$380.00	\$117.53	\$470.12

**EXHIBIT TO  
RESOLUTION**

**NOT FOR  
EXECUTION**

EVALUATION TABULATION  
ITB No. 011-2025  
HVAC Repair and Preventative Maintenance Services

**EXHIBIT TO  
RESOLUTION**

**NOT FOR  
EXECUTION**

HVAC PREVENTATIVE MAINTENANCE SERVICES & REPAIR					Mechanical Services of Central Florida, Inc.		Sherman Mechanical Contractors		Strut Mechanical Inc		ThermaServe Mechanical Inc.	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	9	CITY HALL ROOFTOP PAYNE MODEL #PH13NR036-F SERIAL#1206X68787	4	QUARTERLY	\$150.85	\$603.40	\$75.00	\$300.00	\$95.00	\$380.00	\$117.53	\$470.12
X	10	CITY HALL ROOFTOP TRANE MODEL#4TWR4036D1000AA Serial# 16063K82BF	4	QUARTERLY	\$150.85	\$603.40	\$75.00	\$300.00	\$95.00	\$380.00	\$117.53	\$470.12
X	11	CITY HALL ROOFTOP TRANE MODEL# 4TWR4042G1000AA SERIAL# 16165JHKBF	4	QUARTERLY	\$150.85	\$603.40	\$75.00	\$300.00	\$95.00	\$380.00	\$117.53	\$470.12
X	12	CITY HALL ROOFTOP CARRIER MODEL# 38TH018300 SERIAL# 0590E13404	4	QUARTERLY	\$150.85	\$603.40	\$75.00	\$300.00	\$95.00	\$380.00	\$117.53	\$470.12
X	13	CITY HALL ROOFTOP CARRIER TRANE MODEL# 4TWR4060G1000AA SERIAL# 16215C8A2F	4	QUARTERLY	\$150.85	\$603.40	\$75.00	\$300.00	\$95.00	\$380.00	\$117.53	\$470.12
X	14	CITY HALL ROOFTOPCARRIER MINI SPLIT MODEL# 38BN8024311 SERIAL# UNKNOWN	4	QUARTERLY	\$150.85	\$603.40	\$75.00	\$300.00	\$95.00	\$380.00	\$117.53	\$470.12
Total						\$8,447.60		\$4,200.00		\$5,340.00		\$6,581.68

**HVAC PREVENTATIVE MAINTENANCE SERVICES & REPAIR**

Customer Service/ Growth Management Bldg.

EVALUATION TABULATION  
ITB No. 011-2025  
HVAC Repair and Preventative Maintenance Services

**EXHIBIT TO  
RESOLUTION**

**NOT FOR  
EXECUTION**

HVAC PREVENTATIVE MAINTENANCE SERVICES & REPAIR					Mechanical Services of Central Florida, Inc.		Sherman Mechanical Contractors		Strut Mechanical Inc		ThermaServe Mechanical Inc.	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	1	Customer Service ROOFTOP YORK MODEL#ZQG06D2B1AA1A111A2 SERIAL #N1G8997513	4	QUARTERLY	\$132.00	\$528.00	\$75.00	\$300.00	\$95.00	\$380.00	\$117.53	\$470.12
X	2	CUSTOMER SERVICE ROOFTOP YORK MODEL #PCG4A360752X1A SERIAL# W1C8601877	4	QUARTERLY	\$132.00	\$528.00	\$75.00	\$300.00	\$95.00	\$380.00	\$117.53	\$470.12
X	3	CUSTOMER SERVICE ROOFTOP TRANE MODEL #YCC030F1MOBJ SERIAL # 54532GF1H	4	QUARTERLY	\$132.00	\$528.00	\$75.00	\$300.00	\$95.00	\$380.00	\$117.53	\$470.12
X	4	CUSTOMER SERVICE ROOFTOP TRANE MODEL# YSC060E3EELA0000 SERIAL # 115110423L	4	QUARTERLY	\$132.00	\$528.00	\$75.00	\$300.00	\$95.00	\$380.00	\$117.53	\$470.12
X	5	CUSTOMER SERVICE ROOFTOP GOODMAN MODEL # GPG1330070M41BA SERIAL # 1406267203	4	QUARTERLY	\$132.00	\$528.00	\$75.00	\$300.00	\$95.00	\$380.00	\$117.53	\$470.12
X	6	CUSTOMER SERVICE ROOFTOP TRANE MODEL#YCC048F3M0BG SERIAL# 54221LN1H	4	QUARTERLY	\$132.00	\$528.00	\$75.00	\$300.00	\$95.00	\$380.00	\$117.53	\$470.12
X	7	CUSTOMER SERVICE ROOFTOP TRANE MODEL# YCC030F1MOBJ SERIAL#50645CG1H	4	QUARTERLY	\$132.00	\$528.00	\$75.00	\$300.00	\$95.00	\$380.00	\$117.53	\$470.12
X	8	CUSTOMER SERVICE ROOFTOP TRANE MODEL# YCC030F1MOBJ SERIAL # 5202NAD1H	4	QUARTERLY	\$132.00	\$528.00	\$75.00	\$300.00	\$95.00	\$380.00	\$117.53	\$470.12

EVALUATION TABULATION  
ITB No. 011-2025  
HVAC Repair and Preventative Maintenance Services

**EXHIBIT TO  
RESOLUTION**

**NOT FOR  
EXECUTION**

HVAC PREVENTATIVE MAINTENANCE SERVICES & REPAIR					Mechanical Services of Central Florida, Inc.		Sherman Mechanical Contractors		Strut Mechanical Inc		ThermaServe Mechanical Inc.	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
Total						\$4,224.00		\$2,400.00		\$3,040.00		\$3,760.96

**HVAC PREVENTATIVE MAINTENANCE AND REPAIR**

**DARBY PAVILLION**

HVAC PREVENTATIVE MAINTENANCE AND REPAIR					Mechanical Services of Central Florida, Inc.		Sherman Mechanical Contractors		Strut Mechanical Inc		ThermaServe Mechanical Inc.	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	1	DARBY PAVILLION	4	QUARTERLY	\$528.00	\$2,112.00	\$75.00	\$300.00	\$90.00	\$360.00	\$117.53	\$470.12
Total						\$2,112.00		\$300.00		\$360.00		\$470.12

**HVAC REPAIR AND PREVENTATIVE MAINTENANCE SERVICES**

**IT Building- Teen Town-GIS**

HVAC REPAIR AND PREVENTATIVE MAINTENANCE SERVICES					Mechanical Services of Central Florida, Inc.			Sherman Mechanical Contractors			Strut Mechanical Inc			ThermaServe Mechanical Inc.		
Selected	Line Item	Description	Quantity	Unit of Measure	Quarterly Total	Annual Total	Comments	Quarterly Total	Annual Total	Comments	Quarterly Total	Annual Total	Comments	Quarterly Total	Annual Total	Comments
X	1	Teen Town Office AMANA Model # BMA24F05A Serial# 020114112	4	Quarterly	\$88.00	\$352.00		\$75.00	\$300.00		\$90.00	\$360.00		\$117.53	\$470.12	
X	2	Teen Town Bldg Rheem Model # RHGM-120ZL Serial# F491302408	4	Quarterly	\$88.00	\$352.00		\$75.00	\$300.00		\$100.00	\$400.00		\$117.53	\$470.12	

EVALUATION TABULATION  
ITB No. 011-2025  
HVAC Repair and Preventative Maintenance Services

**EXHIBIT TO  
RESOLUTION**

**NOT FOR  
EXECUTION**

HVAC REPAIR AND PREVENTATIVE MAINTENANCE SERVICES					Mechanical Services of Central Florida, Inc.			Sherman Mechanical Contractors			Strut Mechanical Inc			ThermaServe Mechanical Inc.		
Selected	Line Item	Description	Quantity	Unit of Measure	Quarterly Total	Annual Total	Comments	Quarterly Total	Annual Total	Comments	Quarterly Total	Annual Total	Comments	Quarterly Total	Annual Total	Comments
X	3	IT TRANE Model# TEM4A0C60S51SBA Serial # 20354W7L3V	4	Quarterly	\$88.00	\$352.00		\$75.00	\$300.00		\$90.00	\$360.00		\$117.53	\$470.12	
X	4	IT TRANE Model# TEM4A0C60S51SBA Serial # 20354YPF3V	4	Quarterly	\$88.00	\$352.00		\$75.00	\$300.00		\$90.00	\$360.00		\$117.53	\$470.12	
X	5	GIS TRANE Model# TWE060C15FDO Serial # Z352K5W2V	4	Quarterly	\$88.00	\$352.00		\$75.00	\$300.00		\$90.00	\$360.00		\$117.53	\$470.12	
X	6	GIS TRANE Model# TWE060C15FDO Serial # Z365KAW1V	4	Quarterly	\$88.00	\$352.00		\$75.00	\$300.00		\$90.00	\$360.00		\$117.53	\$470.12	
Total						\$2,112.00			\$1,800.00			\$2,200.00			\$2,820.72	

**HVAC REPAIR & PREVENTATIVE MAINTENANCE SERVICES**

**INFORMATION TECHNOLOGY**

HVAC REPAIR & PREVENTATIVE MAINTENANCE SERVICES					Mechanical Services of Central Florida, Inc.		Sherman Mechanical Contractors		Strut Mechanical Inc		ThermaServe Mechanical Inc.	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	1	Police Department 1st Floor Inside Unit Mitsubishi Model #MSYGA24NA Serial #0001072	4	QUARTERLY	\$81.23	\$324.92	\$50.00	\$200.00	\$85.00	\$340.00	\$117.53	\$470.12

EVALUATION TABULATION  
ITB No. 011-2025  
HVAC Repair and Preventative Maintenance Services

HVAC REPAIR & PREVENTATIVE MAINTENANCE SERVICES					Mechanical Services of Central Florida, Inc.		Sherman Mechanical Contractors		Strut Mechanical Inc		ThermaServe Mechanical Inc.	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	2	Police Department 1st Floor Outside Unit Mitsubishi Model #MUY-GE24NA Serial #0001086T	4	QUARTERLY	\$81.23	\$324.92	\$50.00	\$200.00	\$85.00	\$340.00	\$117.53	\$470.12
X	3	Police Department 1st Floor. Outside Unit Mitsubishi Model #MSY-GE24NA Serial # 0000902T	4	QUARTERLY	\$81.23	\$324.92	\$50.00	\$200.00	\$85.00	\$340.00	\$117.53	\$470.12
X	4	Police Department 2nd floor Radio room, located behind the 2nd floor kitchen. Inside Unit Mitsubishi Model #MSY-GE24NA Serial # 00001747	4	QUARTERLY	\$81.23	\$324.92	\$50.00	\$200.00	\$85.00	\$340.00	\$117.53	\$470.12
X	5	2nd floor Datacenter, located across from the training room Inside Unit Odyssey Model #TWE061E100AA Serial #10392U6MBA (Trane)	4	QUARTERLY	\$81.23	\$324.92	\$75.00	\$300.00	\$100.00	\$400.00	\$117.53	\$470.12

**EXHIBIT TO  
RESOLUTION**

**NOT FOR  
EXECUTION**

EVALUATION TABULATION  
ITB No. 011-2025  
HVAC Repair and Preventative Maintenance Services

HVAC REPAIR & PREVENTATIVE MAINTENANCE SERVICES					Mechanical Services of Central Florida, Inc.		Sherman Mechanical Contractors		Strut Mechanical Inc		ThermaServe Mechanical Inc.	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	6	Outside Unit 1 Trane Model #4TTB4030E1000AA Serial #10523PTA5F	4	QUARTERLY	\$81.23	\$324.92	\$50.00	\$200.00	\$90.00	\$360.00	\$117.53	\$470.12
X	7	Outside Unit 2Trane Model #4TTB4030E1000AA Serial #10523RCD5F	4	QUARTERLY	\$81.23	\$324.92	\$50.00	\$200.00	\$90.00	\$360.00	\$117.53	\$470.12
X	8	KWRF Inside Unit Gree Model # V1R12HP230V1AH Serial # 5115GS00711	4	QUARTERLY	\$81.23	\$324.92	\$50.00	\$200.00	\$85.00	\$340.00	\$117.53	\$470.12
X	9	KWRF Outside Unit Gree Model # V1R12HP230V1AO Serial # 2616GS04923	4	QUARTERLY	\$81.23	\$324.92	\$50.00	\$200.00	\$85.00	\$340.00	\$117.53	\$470.12
X	10	WTP Inside Unit Mitsubishi Model # MSZ-GE12NA Serial # 3005735	4	QUARTERLY	\$81.23	\$324.92	\$50.00	\$200.00	\$85.00	\$340.00	\$117.53	\$470.12
X	11	WTP Outside Unit Mitsubishi Model #MUY-GE12NA Serial # 3000881	4	QUARTERLY	\$81.23	\$324.92	\$50.00	\$200.00	\$85.00	\$340.00	\$117.53	\$470.12

**EXHIBIT TO  
RESOLUTION**

**NOT FOR  
EXECUTION**



EVALUATION TABULATION  
ITB No. 011-2025  
HVAC Repair and Preventative Maintenance Services

**EXHIBIT TO  
RESOLUTION**

**NOT FOR  
EXECUTION**

HVAC REPAIR & PREVENTATIVE MAINTENANCE SERVICES					Mechanical Services of Central Florida, Inc.		Sherman Mechanical Contractors		Strut Mechanical Inc		ThermaServe Mechanical Inc.	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	12	FHP Tower Site Inside Unit Mitsubishi Model #MSY-GE18NA Serial #2000816	4	QUARTERLY	\$81.23	\$324.92	\$50.00	\$200.00	\$85.00	\$340.00	\$117.53	\$470.12
X	13	FHP Tower Site Outside Unit Mitsubishi Model #MUY-GE18NA Serial #1000669	4	QUARTERLY	\$81.23	\$324.92	\$50.00	\$200.00	\$85.00	\$340.00	\$117.53	\$470.12
Total						\$4,223.96		\$2,700.00		\$4,520.00		\$6,111.56

**HVAC PREVENTATIVE MAINTENANCE AND REPAIR SERVICES**

**NATURAL GAS**

HVAC PREVENTATIVE MAINTENANCE AND REPAIR SERVICES					Mechanical Services of Central Florida, Inc.		Sherman Mechanical Contractors		Strut Mechanical Inc		ThermaServe Mechanical Inc.	
Selected	Line Item	Description	Quantity	Unit of Measure	Annual Total	Total	Annual Total	Total	Annual Total	Total	Annual Total	Total
X	1	DOWNSTAIRS TRANE MODEL #TEM4A0C42S41SBA SERIAL # 19033WAW3V	4	QUARTERLY	\$132.00	\$528.00	\$50.00	\$200.00	\$90.00	\$360.00	\$117.53	\$470.12
X	2	UPSTAIRS TRANE MODEL #TEM4A0C42S41SB SERIAL # 19182G063V	4	QUARTERLY	\$132.00	\$528.00	\$50.00	\$200.00	\$90.00	\$360.00	\$117.53	\$470.12
Total						\$1,056.00		\$400.00		\$720.00		\$940.24

## HVAC PREVENTATIVE MAINTENANCE AND REPAIR SERVICES

### PUBLIC WORKS

HVAC PREVENTATIVE MAINTENANCE AND REPAIR SERVICES					Mechanical Services of Central Florida, Inc.		Sherman Mechanical Contractors		Strut Mechanical Inc		ThermaServe Mechanical Inc.	
Selected	Line Item	Description	Quantity	Unit of Measure	Annual Total	Total	Annual Total	Total	Annual Total	Total	Annual Total	Total
X	1	Front of Bldg SEER GOODMAN 2007 MODEL # GSC130421AC SERIAL # 0703556737	4	QUARTERLY	\$88.00	\$352.00	\$50.00	\$200.00	\$90.00	\$360.00	\$117.53	\$470.12
X	2	REAR OF Bldg TRANE 3.5 TON 2012 MODEL# 4TWB3042B1000BA SERIAL# 12231S6C4F	4	QUARTERLY	\$88.00	\$352.00	\$50.00	\$200.00	\$90.00	\$360.00	\$117.53	\$470.12
X	3	REAR OF BLDG RADCO MODEL# PH10JA018-E SERIAL#4603E13331	4	QUARTERLY	\$88.00	\$352.00	\$50.00	\$200.00	\$90.00	\$360.00	\$117.53	\$470.12
Total						\$1,056.00		\$600.00		\$1,080.00		\$1,410.36

## HVAC PREVENTATIVE MAINTENANCE AND REPAIR SERVICES

### Wastewater Treatment Plant

EVALUATION TABULATION  
ITB No. 011-2025  
HVAC Repair and Preventative Maintenance Services

**EXHIBIT TO  
RESOLUTION**

**NOT FOR  
EXECUTION**

HVAC PREVENTATIVE MAINTENANCE AND REPAIR SERVICES					Mechanical Services of Central Florida, Inc.		Sherman Mechanical Contractors		Strut Mechanical Inc		ThermaServe Mechanical Inc.	
Selected	Line Item	Description	Quantity	Unit of Measure	Annual Total	Total	Annual Total	Total	Annual Total	Total	Annual Total	Total
X	1	WWTP ADMIN BLDG AMERICAN STANDARD (TRANE) MODEL # 4TTA3048A4000BA SERIAL #10294TA05F	4	QUARTERLY	\$52.80	\$211.20	\$50.00	\$200.00	\$90.00	\$360.00	\$117.53	\$470.12
X	2	WWTP OPERATIONS BLDG AMERICAN STANDARD (TRANE) MODEL # 4WCC3060A000AA SERIAL 9321H299H	4	QUARTERLY	\$52.80	\$211.20	\$50.00	\$200.00	\$90.00	\$360.00	\$117.53	\$470.12
X	3	WWTP EFFLUENT BLDG BARD MANUFACTURING CO. MODEL # W36A1-B06 SERIAL# 310F122904297- 02	4	QUARTERLY	\$52.80	\$211.20	\$50.00	\$200.00	\$85.00	\$340.00	\$117.53	\$470.12
X	4	WWTP RAS BLDG CARRIER MODEL # 24ABB360A006201 SERIAL# 1613E27224	4	QUARTERLY	\$52.80	\$211.20	\$50.00	\$200.00	\$90.00	\$360.00	\$117.53	\$470.12
X	5	KWRF Operations Bldg Trane Model # TWE090E3R3AA Serial # 16054593BA	4	QUARTERLY	\$52.80	\$211.20	\$75.00	\$300.00	\$90.00	\$360.00	\$117.53	\$470.12

EVALUATION TABULATION  
ITB No. 011-2025  
HVAC Repair and Preventative Maintenance Services

HVAC PREVENTATIVE MAINTENANCE AND REPAIR SERVICES					Mechanical Services of Central Florida, Inc.		Sherman Mechanical Contractors		Strut Mechanical Inc		ThermaServe Mechanical Inc.	
Selected	Line Item	Description	Quantity	Unit of Measure	Annual Total	Total	Annual Total	Total	Annual Total	Total	Annual Total	Total
X	6	KWRF Operations Bldg Trane Model # TWE090E3R3AA Serial # 16031UDJBA	4	QUARTERLY	\$52.80	\$211.20	\$75.00	\$300.00	\$90.00	\$360.00	\$117.53	\$470.12
X	7	KWRF Electrical Bldg Bard Manufacturing Co. Model # W60L2 - A0ZXPXXJ Serial # 324M133065642- 02	4	QUARTERLY	\$52.80	\$211.20	\$50.00	\$200.00	\$85.00	\$340.00	\$117.53	\$470.12
X	8	SW Reuse (PAR) Bard Manufacturing Co Model # WA602- C15BW4XXJ Serial # 155J092636738- 02	4	QUARTERLY	\$52.80	\$211.20	\$50.00	\$200.00	\$85.00	\$340.00	\$117.53	\$470.12
X	9	Sprayfield Control Room Goodman Manufacturing Co. Model # GSC130241AE Serial # 0706151145	4	QUARTERLY	\$52.80	\$211.20	\$50.00	\$200.00	\$90.00	\$360.00	\$117.53	\$470.12
X	10	Sprayfield Office Trane XR . Model # 4 TWR4036N 1000AA Serial #24094WYMGF	4	QUARTERLY	\$52.80	\$211.20	\$50.00	\$200.00	\$90.00	\$360.00	\$117.53	\$470.12
Total						\$2,112.00		\$2,200.00		\$3,540.00		\$4,701.20

EVALUATION TABULATION  
ITB No. 011-2025  
HVAC Repair and Preventative Maintenance Services

**HVAC REPAIR AND PREVENTATIVE MAINTENANCE SERVICES**

**WATER TREATMENT PLANT**

HVAC REPAIR AND PREVENTATIVE MAINTENANCE SERVICES					Mechanical Services of Central Florida, Inc.			Sherman Mechanical Contractors			Strut Mechanical Inc			ThermaServe Mechanical Inc.		
Selecte d	Line Item	Description	Quantit y	Unit of Measure	Quarterl y Total	Annual Total	Comment s	Quarterl y Total	Annual Total	Comment s	Quarterl y Total	Annual Total	Comment s	Quarterl y Total	Annual Total	Comment s
X	1	Price Creek: Admin Bldg Carrier Model# 38AKS028---601 Serial #1106Q04049	4	Quarterl y	\$88.00	\$352.00		\$50.00	\$200.00		\$90.00	\$360.00		\$117.53	\$470.12	
X	2	Price Creek: Ozone Bldg/Gen1 Carrier Model# 25HCO342A003101 Serial# 0114E02886	4	Quarterl y	\$88.00	\$352.00		\$50.00	\$200.00		\$90.00	\$360.00		\$117.53	\$470.12	
X	3	Price Creek: Ozone Bldg/Gen2 Trane Model# 2TTB3030A1000AA Serial# 55058UX3F	4	Quarterl y	\$88.00	\$352.00		\$50.00	\$200.00		\$90.00	\$360.00		\$117.53	\$470.12	
X	4	Price Creek: MCC Room CU1 Carrier Model# 38ARS012—C511 Serial# 1406G40104	4	Quarterl y	\$88.00	\$352.00		\$50.00	\$200.00		\$90.00	\$360.00		\$117.53	\$470.12	
X	5	Price Creek: MCC Room CU2 Daikin Model#DX11TA1203A B Serial# 2201202601	4	Quarterl y	\$88.00	\$352.00		\$50.00	\$200.00		\$90.00	\$360.00		\$117.53	\$470.12	

**EXHIBIT TO  
RESOLUTION**

**NOT FOR  
EXECUTION**

EVALUATION TABULATION  
ITB No. 011-2025  
HVAC Repair and Preventative Maintenance Services

**EXHIBIT TO  
RESOLUTION**

**NOT FOR  
EXECUTION**

HVAC REPAIR AND PREVENTATIVE MAINTENANCE SERVICES					Mechanical Services of Central Florida, Inc.			Sherman Mechanical Contractors			Strut Mechanical Inc			ThermaServe Mechanical Inc.		
Selecte d	Line lte m	Description	Quantit y	Unit of Measure	Quarterl y Total	Annual Total	Comment s	Quarterl y Total	Annual Total	Comment s	Quarterl y Total	Annual Total	Comment s	Quarterl y Total	Annual Total	Comment s
X	6	Price Creek: The air Handler is a Goodman Model# AHKD15-3 Serial# 2210000542	4	Quarterl y	\$88.00	\$352.00		\$75.00	\$300.00		\$90.00	\$360.00		\$117.53	\$470.12	
Total						\$2,112.00			\$1,300.00			\$2,160.00			\$2,820.72	

**HVAC PREVENTATIVE MAINTENANCE AND REPAIR SERVICES**

**UTILITY ANNEX**

HVAC PREVENTATIVE MAINTENANCE AND REPAIR SERVICES					Mechanical Services of Central Florida, Inc.		Sherman Mechanical Contractors		Strut Mechanical Inc		ThermaServe Mechanical Inc.	
Selected	Line Item	Description	Quantity	Unit of Measure	Annual Total	Total	Annual Total	Total	Annual Total	Total	Annual Total	Total
X	1	Utility Annex East Unit American Standard Model # TWA090A300DA Serial # Z042KLWAH	4	QUARTERLY	\$66.00	\$264.00	\$60.00	\$240.00	\$90.00	\$360.00	\$117.53	\$470.12
X	2	Utility Annex Middle Unit Trane/American Standard Model # TWA090D30RAA Serial # 110248ASYA	4	QUARTERLY	\$66.00	\$264.00	\$60.00	\$240.00	\$90.00	\$360.00	\$117.53	\$470.12

EVALUATION TABULATION  
ITB No. 011-2025  
HVAC Repair and Preventative Maintenance Services

**EXHIBIT TO  
RESOLUTION**

HVAC PREVENTATIVE MAINTENANCE AND REPAIR SERVICES					Mechanical Services of Central Florida, Inc.		Sherman Mechanical Contractors		Strut Mechanical Inc		ThermaServe Mechanical Inc.	
Selected	Line Item	Description	Quantity	Unit of Measure	Annual Total	Total	Annual Total	Total	Annual Total	Total	Annual Total	Total
X	3	Utility Annex West Unit American Standard Model # TWA090D300DA Serial # Z205XPXAH	4	QUARTERLY	\$66.00	\$264.00	\$60.00	\$240.00	\$90.00	\$360.00	\$117.53	\$470.12
X	4	Executive Office Grandaire Model # WJH342000KTP0A2 Serial # C133896299	4	QUARTERLY	\$66.00	\$264.00	\$50.00	\$200.00	\$90.00	\$360.00	\$117.53	\$470.12
Total						\$1,056.00		\$920.00		\$1,440.00		\$1,880.48

**HVAC PREVENTATIVE MAINTENANCE AND REPAIR**

**WESTSIDE FIRE STATION 2**

HVAC PREVENTATIVE MAINTENANCE AND REPAIR					Mechanical Services of Central Florida, Inc.		Sherman Mechanical Contractors		Strut Mechanical Inc		ThermaServe Mechanical Inc.	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	1	Fire Station 2, outside. Model RN- 013-8-0- EA09-3FB Serial #202208- ANGK	4	QUARTERLY	\$264.00	\$1,056.00	\$75.00	\$300.00	\$90.00	\$360.00	\$117.49	\$469.96
Total						\$1,056.00		\$300.00		\$360.00		\$469.96

**HVAC PREVENTATIVE MAINTENANCE AND REPAIR**

**NOT FOR  
EXECUTION**

EVALUATION TABULATION  
ITB No. 011-2025  
HVAC Repair and Preventative Maintenance Services

REGULAR WORKING HOURS

HVAC PREVENTATIVE MAINTENANCE AND REPAIR					Mechanical Services of Central Florida, Inc.		Sherman Mechanical Contractors		Strut Mechanical Inc		ThermaServe Mechanical Inc.	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	1	SERVICE MECHANIC	1	PER HOUR	\$132.00	\$132.00	\$88.00	\$88.00	\$95.00	\$95.00	\$137.00	\$137.00
X	2	HELPER (IF NEEDED)	1	PER HOUR	\$132.00	\$132.00	\$60.00	\$60.00	\$85.00	\$85.00	\$117.00	\$117.00
X	3	DUCT MECHANIC	1	PER HOUR	\$105.00	\$105.00	\$88.00	\$88.00	\$85.00	\$85.00	\$137.00	\$137.00
X	4	HELPER (IF NEEDED)	1	PER HOUR	\$105.00	\$105.00	\$60.00	\$60.00	\$95.00	\$95.00	\$117.00	\$117.00
Total						\$474.00		\$296.00		\$360.00		\$508.00

HVAC PREVENTATIVE MAINTENANCE AND REPAIR

OVERTIME HOURS MONDAY-FRIDAY 5:01PM TO 7:59AM, SATURDAY, SUNDAY AND HOLIDAYS

HVAC PREVENTATIVE MAINTENANCE AND REPAIR					Mechanical Services of Central Florida, Inc.		Sherman Mechanical Contractors		Strut Mechanical Inc		ThermaServe Mechanical Inc.	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	1	SERVICE MECHANIC	1	PER HOUR	\$198.00	\$198.00	\$132.00	\$132.00	\$142.50	\$142.50	\$205.50	\$205.50
X	2	HELPER (IF NEEDED)	1	PER HOUR	\$198.00	\$198.00	\$90.00	\$90.00	\$127.50	\$127.50	\$175.50	\$175.50
X	3	DUCT MECHANIC	1	PER HOUR	\$158.00	\$158.00	\$132.00	\$132.00	\$127.50	\$127.50	\$205.50	\$205.50



EVALUATION TABULATION  
ITB No. 011-2025  
HVAC Repair and Preventative Maintenance Services

**EXHIBIT TO  
RESOLUTION**

HVAC PREVENTATIVE MAINTENANCE AND REPAIR					Mechanical Services of Central Florida, Inc.		Sherman Mechanical Contractors		Strut Mechanical Inc		ThermaServe Mechanical Inc.	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	4	HELPER (IF NEEDED)	1	PER HOUR	\$158.00	\$158.00	\$90.00	\$90.00	\$127.50	\$127.50	\$175.50	\$175.50
Total						\$712.00		\$444.00		\$525.00		\$762.00

TABLE 15

					Mechanical Services of Central Florida, Inc.		Sherman Mechanical Contractors		Strut Mechanical Inc		ThermaServe Mechanical Inc.	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	1	MARKUP ON PARTS AND MATERIALS	1	%	\$25.00	\$25.00	\$15.00	\$15.00	\$20.00	\$20.00	\$24.00	\$24.00
Total						\$25.00		\$15.00		\$20.00		\$24.00

VENDOR QUESTIONNAIRE PASS/FAIL

Question Title	Mechanical Services of Central Florida, Inc.	Sherman Mechanical Contractors	Strut Mechanical Inc	ThermaServe Mechanical Inc.
References	Pass	Pass	Fail	Pass
Title and Organization	Pass	Pass	Pass	Pass
Local Office	Pass	Pass	Pass	Pass
Principal Office	Pass	Pass	Pass	Pass
Conflict of Interest Statement	Pass	Pass	Pass	Pass
Disputes Disclosure Form	Pass	Pass	Pass	Pass
Disputes Disclosure Form - Explanation	Pass	Pass	Pass	Pass

**NOT FOR  
EXECUTION**

EVALUATION TABULATION  
ITB No. 011-2025  
HVAC Repair and Preventative Maintenance Services

Question Title	Mechanical Services of Central Florida, Inc.	Sherman Mechanical Contractors	Strut Mechanical Inc	ThermaServe Mechanical Inc.
Disputes Disclosure Form - Acknowledgement	Pass	Pass	Pass	Pass
Drug Free Workplace Certificate	Pass	Pass	Pass	Pass
Non-Collusion Affidavit	Pass	Pass	Pass	Pass
Human Trafficking Affidavit	Pass	Pass	Pass	Pass
E-Verify Affirmation Statement	Pass	Pass	Pass	Pass
Bidder's Checklist	Pass	Pass	Pass	Pass
Clarifications and Exceptions	Pass	Pass	Pass	Pass
Federal Identification No. (FEID)	Pass	Pass	Pass	Pass
Sworn Statement Under Section 287.133(3)(n), Florida Statutes on Public Entity Crimes Acknowledgments	Pass	Pass	Pass	Pass
Please indicate which statement applies.	Pass	Pass	Pass	Pass
Required Documents	No Response	No Response	No Response	No Response
Describe Action Taken	No Response	Pass	Pass	Pass

**EXHIBIT TO  
RESOLUTION**

**NOT FOR  
EXECUTION**



**[SHERMAN MECHANICAL CONTRACTORS] RESPONSE DOCUMENT REPORT**

ITB No. 011-2025

HVAC Repair and Preventative Maintenance Services

RESPONSE DEADLINE: April 16, 2025 at 2:00 pm

Report Generated: Tuesday, April 22, 2025

**Sherman Mechanical Contractors Response**

**CONTACT INFORMATION**

**Company:**

Sherman Mechanical Contractors

**Email:**

jesse.jenkins@shermanmc.com

**Contact:**

Jesse Jenkins

**Address:**

4352 SE 95st  
Ocala, FL 34480

**Phone:**

(352) 808-0140

**Website:**

[HTTPS://WWW.SHERMANMC.COM](https://www.shermanmc.com)

**Submission Date:**

Apr 15, 2025 1:19 PM (Eastern Time)

### ADDENDA CONFIRMATION

*No addenda issued*

### QUESTIONNAIRE

#### 1. References\*

*Pass*

As per the [Terms and Conditions](#), please provide the company name, address, contact person, telephone number and length of time services, using the following format, of at least three (3) client/customer references.

**\*Note: only list those client/customers in which a similar type of equipment/product of scope of work/service was provided.**

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Business Phone #: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Email: \_\_\_\_\_

Length of time services provided: \_\_\_\_\_

Company Name: \_\_\_\_Pinellas County\_\_Government\_\_\_\_\_

Address: \_\_\_\_400 S Fort Harrison Ave. Clearwater, FL 33756\_\_\_\_\_

Business Phone #: \_\_\_\_ (727)316-3896\_\_\_\_\_

Contact Person: \_\_Bryan Rivera\_\_\_\_\_

Email: \_\_brrivera@pinellas.gov\_\_\_\_\_

Length of time services provided: \_\_9mo\_\_\_\_\_

Company Name: \_\_Hillsborough County\_\_ Water Department\_\_\_\_\_

Address: \_\_925 E Twiggs St. \_\_Tampa, FL 33602\_\_\_\_\_

Business Phone #: \_\_ (813)276-2571 ext. 43621\_\_\_\_\_

Contact Person: \_\_Robert Pitts\_\_\_\_\_

Email: \_\_pittsr@hcfl.gov\_\_\_\_\_

Length of time services provided: \_\_2\_\_\_\_\_

Company Name: \_\_Swann & Dolphin Disney Resorts\_\_\_\_\_

Address: \_\_1500 Epcot Resorts Blvd Lake Buena Vista, FL 32830\_\_\_\_\_

Business Phone #: \_\_ (321)388-7625\_\_\_\_\_

Contact Person: \_\_Brandon King\_\_\_\_\_

Email: \_\_brandon.king@swandolphin.com\_\_\_\_\_

Length of time services provided: \_\_5\_\_\_\_\_

Company Name: \_\_CBRE\_\_\_\_\_

Address: \_\_UCF 12424 Research Pkwy Suite 250 Orlando, FL 32826\_\_\_\_\_

Business Phone #: \_\_ (954)410-5637\_\_\_\_\_

Contact Person: \_David Day\_\_\_\_\_

Email: \_\_david.day@cbre.com\_\_\_\_\_

Length of time services provided: \_\_\_\_5\_\_\_\_\_

## 2. Title and Organization\*

*Pass*

Please provide your title and organization's name.

Jesse Jenkins / Sr BA & Special Projects Manager Sherman Mechanical Contractors

## 3. Local Office\*

*Pass*

Please provide the city and state for your local office. If you do not have a local office, please type "N/A".

NA

## 4. Principal Office\*

*Pass*

Please provide the city and state for your Principal Office.

Ocala, FL

## 5. Conflict of Interest Statement\*

*Pass*

- A. The above named entity is submitting a Bid for the City of Lake City 011-2025 described as HVAC Repair and Preventative Maintenance Services.
- B. The Affiant has made diligent inquiry and provides the information contained in the Affidavit based upon his/her own knowledge.
- C. The Affiant states that only one submittal for the above proposal is being submitted and that the above named entity has no financial interest in other entities submitting proposals for the same project.
- D. Neither the Affiant nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraints of free competitive pricing in connection with the entity's submittal for the above proposal. This statement restricts the discussion of pricing data until the completion of negotiations if necessary and execution of the Contract for this project.
- E. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise ineligible from participation in contract letting by any local, State, or Federal Agency.
- F. Neither the entity nor its affiliates, nor anyone associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
- G. I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with the City of Lake City.
- H. I certify that no member of the entity's ownership or management, or staff has a vested interest in any aspect of the City of lake City.
- I. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above named entity, will immediately notify the City of Lake City.

Confirmed

#### 6. Disputes Disclosure Form\*

*Pass*

Please select all that pertain to your organization. To answer yes, click on the options that pertain to your organization.

None

**7. Disputes Disclosure Form - Explanation\***

*Pass*

If you answered yes for any in the previous question, state the nature of the request for equitable adjustment, contract claim, litigation, or protest, and state a brief description of the case, the outcome or status of the suit and the monetary amounts or extended contract time involved. If you selected none, please type "N/A".

NA

**8. Disputes Disclosure Form - Acknowledgement\***

*Pass*

I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation or falsification of facts shall be cause for forfeiture of rights for further consideration of this proposal for the City of Lake City.

Confirmed

**9. Drug Free Workplace Certificate\***

*Pass*

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that, as an authorized signatory on behalf of our organization, publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace named above, and specifying actions that will be taken against violations of such prohibition.

- Informs employees about the dangers of drug abuse in the work place, the firm's policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations.
- Gives each employee engaged in providing commodities or contractual services that are under bid or proposal, a copy of the statement specified above.



- Notifies the employees that as a condition of working on the commodities or contractual services that are under bid or proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, plea of guilty or nolo contender to, any violation of Chapter 1893, of any controlled substance law of the State of Florida or the United States, for a violation occurring in the work place, no later than five (5) days after such conviction, and requires employees to sign copies of such written (\*) statement to acknowledge their receipt.
- Imposes a sanction on, or requires the satisfactory participation in, a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
- Makes a good faith effort to continue to maintain a drug free work place through the implementation of the drug free workplace program.

"As a person authorized to sign this statement, I certify that the above named business, firm or corporation complies fully with the requirements set forth herein".

Confirmed

#### **10. Non-Collusion Affidavit\***

*Pass*

- A. By submitting a response to this solicitation, the Bidder Acknowledges that he/she is authorized to submit the attached response on behalf of their organization for:  
011-2025, HVAC Repair and Preventative Maintenance Services;
- B. He/She is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;
- C. Such Proposal is genuine and is not a collusive or sham proposal;
- D. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, connived, or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Proposal in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached proposal or any other Bidder, or to fix any overhead, profit or cost element of the proposal price or the proposal

price of any other Bidder, or to secure through any collusion, connivance, or unlawful agreement any advantage against the City of Lake City, Florida or any person interested in the proposed Contract; and;

- E. The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Confirmed

#### 11. Human Trafficking Affidavit\*

*Pass*

Please download the below documents, complete, and upload.

- [Human Trafficking \(4\).docx](#)

Human\_Trafficking\_(4).docx

#### 12. E-Verify Affirmation Statement\*

*Pass*

011-2025-HVAC Repair and Preventative Maintenance Services

Contractor/Proposer/Bidder acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of,

(a) all persons employed by Contractor/Proposer/Bidder to perform employment duties within Florida during the term of the Contract, and,

(b) all persons (including subcontractors/vendors) assigned by Contractor/Proposer/Bidder to perform work pursuant to the Contract.

The Contractor/Proposer/Bidder acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the Contract is a condition of the Contract.

Confirmed

**13. Bidder's Checklist\***

*Pass*

By submitting a response to this solicitation, the bidder acknowledges that they have read, understand and agree to all requirements and that they have completed in their entirety all required documents and/or attachments as a part of their bid submission.

Confirmed

**14. Clarifications and Exceptions\***

*Pass*

Please explain in detail any deviation from the specifications. Each deviation must be itemized by number and must specifically refer to the applicable specification. Otherwise it will be considered that items offered are in strict compliance with these specifications and the successful Bidder will be held responsible for meeting the specification. If there will not be any deviation, please type "N/A".

NA

**15. Federal Identification No. (FEID)\***

*Pass*

Please provide your FEIN number here.

84-3927579

**16. Sworn Statement Under Section 287.133(3)(n), Florida Statutes on Public Entity Crimes Acknowledgments\***

*Pass*

- A. This sworn statement is submitted with 011-2025.
- B. I understand that a “public entity crime” as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to, and directly related to, the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for

goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentations.

- C. I understand that “convicted” or “conviction” as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
- D. I understand that an “affiliate” as defined in Paragraph 287.133(1)(a), Florida Statutes means:
1. A predecessor or successor of a person convicted of a public entity crime; or
  2. an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The Ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
- E. I understand that a “person” as defined in Paragraph 287.133(1)(c), Florida Statutes, means any natural person or entity organized under the laws of any state of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in management of an entity.

Confirmed

**17. Please indicate which statement applies.\***

*Pass*

Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement.

Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, nor any affiliate of the entity have been charged with or convicted of a public entity crime subsequent to July 1, 1989.

#### 18. Required Documents

Please upload your Final Order if you selected Option 3 or Option 4 above.

No response submitted

#### 19. Describe Action Taken

Pass

Please describe any action taken by, or pending with, the Department of General Services, if you selected Option 5 above.

NA

### PRICE TABLES

#### HVAC REPAIR AND PREVENTATIVE MAINTENANCE SERVICES

##### AIRPORT

Line Item	Description	Quantity	Unit of Measure	Quarterly Total	Annual Total	Comments
1	Airport FBO Outside West End Trane XL20I Comfortlink II Model # 4TTZ0060A1000AA Serial# 11253R7H1F	4	Quarterly	\$50.00	\$200.00	
2	Airport FBO Outside West End Trane XL20I Comfortlink II Model # 4TTZ0060A1000AA Serial# 11182SFN1F	4	Quarterly	\$50.00	\$200.00	

Line Item	Description	Quantity	Unit of Measure	Quarterly Total	Annual Total	Comments
3	Airport FBO Outside West End Trane XL20I Comfortlink II Model # 4TTZ0060A1000AA Serial# 11253SKE1F	4	Quarterly	\$50.00	\$200.00	
4	Outside East End XB 14 Model# 4TTB4048E1000AB Serial# 11914MX2F	4	Quarterly	\$50.00	\$200.00	
5	Airport FBO Outside East End XB 14 Model# 4TTB4042E1000AB Serial# 11201RAP5F	4	Quarterly	\$50.00	\$200.00	
6	Airport FBO Outside East End XB 14 Model# 4048N1000AA Serial# 23262LB03F	4	Quarterly	\$50.00	\$200.00	
7	Airport FBO Outside East End XB 14 Model# 4048N1000AA Serial# 23262LB03F	4	Quarterly	\$50.00	\$200.00	
8	Airport FBO Outside East End XB 14 Model# 4TTB4042E1000AB Serial# 11201RF65F	4	Quarterly	\$50.00	\$200.00	
9	Tower Roof Carrier Weathermaker Model # 50TCQA05A0A3A0 Serial # 4013C79540	4	Quarterly	\$75.00	\$300.00	
10	Tower 1st Floor Amana Model # PTC153G35AXXXAA Serial# 1406035732	4	Quarterly	\$50.00	\$200.00	
11	Tower 2nd Floor Cooper & Hunter Serial # 34076492802942802R0223	4	Quarterly	\$50.00	\$200.00	
12	Tower 3rd Floor Cooper & Hunter Serial # 34076492802942802R0137	4	Quarterly	\$50.00	\$200.00	
13	Hangar B1 Office Gree/Inverter Model # Inverter Multi 18HP 230V1AO Serial #3415GS00553	4	Quarterly	\$50.00	\$200.00	

Line Item	Description	Quantity	Unit of Measure	Quarterly Total	Annual Total	Comments
14	Electric Vault Building LG Model #LSU090HXV Serial# MEZ66708802	4	Quarterly	\$50.00	\$200.00	
15	Jay's Hangar Mitsubishi Model # MXZ-3C30NA2 Serial # 1XU59734A Outside unit.	4	Quarterly	\$50.00	\$200.00	
16	Jays Hangar inside Unit Serial #18E18378 S/N18E18427 S/N18E18375	4	Quarterly	\$50.00	\$200.00	
17	FHP Hangar Goodmann Outside Unit Model #GSZ140361KE S/N 1907395250	4	Quarterly	\$50.00	\$200.00	
18	FHP Hangar Goodmann Inside Unit Model #ARUF37C14AD S/N 1907377784	4	Quarterly	\$50.00	\$200.00	
<b>TOTAL</b>					<b>\$3,700.00</b>	

**HVAC PREVENTATIVE MAINTENANCE SERVICES & REPAIR**

**CITY HALL**

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	CITY HALL ROOFTOP TRANE MODEL #TWA12OA300FB SERIAL #5063LUTAD	4	QUARTERLY	\$75.00	\$300.00
2	CITY HALL ROOF TOP TRANE MODEL #4WCC3060A3000AA SERIAL#1033712097L	4	QUARTERLY	\$75.00	\$300.00
3	CITY HALL ROOFTOP CARRIER MODEL #38ARQ008501 SERIAL #3105G10141	4	QUARTERLY	\$75.00	\$300.00
4	CITY HALL ROOFTOP CARRIER MODEL #38ARQ008501 SERIAL#3105G10141	4	QUARTERLY	\$75.00	\$300.00

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
5	CITY HALL ROOFTOP CARRIER MODEL# UNKNOWN SERIAL # UNKNOWN	4	QUARTERLY	\$75.00	\$300.00
6	CITY HALL ROOFTOP CARRIER MODEL # UNKNOWN SERIAL# UNKNOWN	4	QUARTERLY	\$75.00	\$300.00
7	CITY HALL ROOFTOP CARRIER MODEL # UNKNOWN SERIAL# UNKNOWN	4	QUARTERLY	\$75.00	\$300.00
8	CITY HALL ROOF TOP TRANE MODEL # 4TWR4036G1000AA SERIAL# 1831300H4F	4	QUARTERLY	\$75.00	\$300.00
9	CITY HALL ROOFTOP PAYNE MODEL #PH13NR036-F SERIAL#1206X68787	4	QUARTERLY	\$75.00	\$300.00
10	CITY HALL ROOFTOP TRANE MODEL#4TWR4036D1000AA Serial# 16063K82BF	4	QUARTERLY	\$75.00	\$300.00
11	CITY HALL ROOFTOP TRANE MODEL# 4TWR4042G1000AA SERIAL# 16165JHKBF	4	QUARTERLY	\$75.00	\$300.00
12	CITY HALL ROOFTOP CARRIER MODEL# 38TH018300 SERIAL# 0590E13404	4	QUARTERLY	\$75.00	\$300.00
13	CITY HALL ROOFTOP CARRIER TRANE MODEL# 4TWR4060G1000AA SERIAL# 16215C8A2F	4	QUARTERLY	\$75.00	\$300.00
14	CITY HALL ROOFTOPCARRIER MINI SPLIT MODEL# 38BNB024311 SERIAL# UNKNOWN	4	QUARTERLY	\$75.00	\$300.00
<b>TOTAL</b>					<b>\$4,200.00</b>

**HVAC PREVENTATIVE MAINTENANCE SERVICES & REPAIR**

Customer Service/ Growth Management Bldg.



Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Customer Service ROOFTOP YORK MODEL#ZQG06D2B1AA1A111A2 SERIAL #N1G8997513	4	QUARTERLY	\$75.00	\$300.00
2	CUSTOMER SERVICE ROOFTOP YORK MODEL #PCG4A360752X1A SERIAL# W1C8601877	4	QUARTERLY	\$75.00	\$300.00
3	CUSTOMER SERVICE ROOFTOP TRANE MODEL #YCC030F1MOBJ SERIAL # 54532GF1H	4	QUARTERLY	\$75.00	\$300.00
4	CUSTOMER SERVICE ROOFTOP TRANE MODEL# YSC060E3EELA0000 SERIAL # 115110423L	4	QUARTERLY	\$75.00	\$300.00
5	CUSTOMER SERVICE ROOFTOP GOODMAN MODEL # GPG1330070M41BA SERIAL # 1406267203	4	QUARTERLY	\$75.00	\$300.00
6	CUSTOMER SERVICE ROOFTOP TRANE MODEL#YCC048F3M0BG SERIAL# 54221LN1H	4	QUARTERLY	\$75.00	\$300.00
7	CUSTOMER SERVICE ROOFTOP TRANE MODEL# YCC030F1M0BJ SERIAL#50645CG1H	4	QUARTERLY	\$75.00	\$300.00
8	CUSTOMER SERVICE ROOFTOP TRANE MODEL# YCC030F1M0BJ SERIAL # 5202NAD1H	4	QUARTERLY	\$75.00	\$300.00
<b>TOTAL</b>					<b>\$2,400.00</b>

**HVAC PREVENTATIVE MAINTENANCE AND REPAIR  
 DARBY PAVILLION**

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	DARBY PAVILLION	4	QUARTERLY	\$75.00	\$300.00
<b>TOTAL</b>					<b>\$300.00</b>

### HVAC REPAIR AND PREVENTATIVE MAINTENANCE SERVICES

IT Building- Teen Town-GIS

Line Item	Description	Quantity	Unit of Measure	Quarterly Total	Annual Total	Comments
1	Teen Town Office AMANA Model # BMA24F05A Serial# 020114112	4	Quarterly	\$75.00	\$300.00	
2	Teen Town Bldg Rheem Model # RHGM-120ZL Serial# F491302408	4	Quarterly	\$75.00	\$300.00	
3	IT TRANE Model# TEM4A0C60S51SBA Serial # 20354W7L3V	4	Quarterly	\$75.00	\$300.00	
4	IT TRANE Model# TEM4A0C60S51SBA Serial # 20354YPF3V	4	Quarterly	\$75.00	\$300.00	
5	GIS TRANE Model# TWE060C15FD0 Serial # Z352K5W2V	4	Quarterly	\$75.00	\$300.00	
6	GIS TRANE Model# TWE060C15FD0 Serial # Z365KAW1V	4	Quarterly	\$75.00	\$300.00	
<b>TOTAL</b>					<b>\$1,800.00</b>	

### HVAC REPAIR & PREVENTATIVE MAINTENANCE SERVICES

INFORMATION TECHNOLOGY

[SHERMAN MECHANICAL CONTRACTORS] RESPONSE DOCUMENT REPORT  
ITB No. 011-2025  
HVAC Repair and Preventative Maintenance Services

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Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Police Department 1st Floor Inside Unit Mitsubishi Model #MSYGA24NA Serial #0001072	4	QUARTERLY	\$50.00	\$200.00
2	Police Department 1st Floor Outside Unit Mitsubishi Model #MUY-GE24NA Serial #0001086T	4	QUARTERLY	\$50.00	\$200.00
3	Police Department 1st Floor. Outside Unit Mitsubishi Model #MSY-GE24NA Serial # 0000902T	4	QUARTERLY	\$50.00	\$200.00
4	Police Department 2nd floor Radio room, located behind the 2nd floor kitchen. Inside Unit Mitsubishi Model #MSY-GE24NA Serial # 00001747	4	QUARTERLY	\$50.00	\$200.00
5	2nd floor Datacenter, located across from the training room Inside Unit Odyssey Model #TWE061E100AA Serial #10392U6MBA (Trane)	4	QUARTERLY	\$75.00	\$300.00
6	Outside Unit 1 Trane Model #4TTB4030E1000AA Serial #10523PTA5F	4	QUARTERLY	\$50.00	\$200.00
7	Outside Unit 2Trane Model #4TTB4030E1000AA Serial #10523RCD5F	4	QUARTERLY	\$50.00	\$200.00
8	KWRF Inside Unit Gree Model # V1R12HP230V1AH Serial # 5115GS00711	4	QUARTERLY	\$50.00	\$200.00
9	KWRF Outside Unit Gree Model # V1R12HP230V1AO Serial # 2616GS04923	4	QUARTERLY	\$50.00	\$200.00
10	WTP Inside Unit Mitsubishi Model # MSZ-GE12NA Serial # 3005735	4	QUARTERLY	\$50.00	\$200.00
11	WTP Outside Unit Mitsubishi Model #MUY-GE12NA Serial # 3000881	4	QUARTERLY	\$50.00	\$200.00
12	FHP Tower Site Inside Unit Mitsubishi Model #MSY-GE18NA Serial #2000816	4	QUARTERLY	\$50.00	\$200.00
13	FHP Tower Site Outside Unit Mitsubishi Model #MUY-GE18NA Serial #1000669	4	QUARTERLY	\$50.00	\$200.00
<b>TOTAL</b>					<b>\$2,700.00</b>

**HVAC PREVENTATIVE MAINTENANCE AND REPAIR SERVICES**  
**NATURAL GAS**

Line Item	Description	Quantity	Unit of Measure	Annual Total	Total
1	DOWNSTAIRS TRANE MODEL #TEM4A0C42S41SBA SERIAL # 19033WAW3V	4	QUARTERLY	\$50.00	\$200.00
2	UPSTAIRS TRANE MODEL #TEM4A0C42S41SB SERIAL # 19182G063V	4	QUARTERLY	\$50.00	\$200.00
<b>TOTAL</b>					<b>\$400.00</b>

**HVAC PREVENTATIVE MAINTENANCE AND REPAIR SERVICES**  
**PUBLIC WORKS**

Line Item	Description	Quantity	Unit of Measure	Annual Total	Total
1	Front of Bldg SEER GOODMAN 2007 MODEL # GSC130421AC SERIAL # 0703556737	4	QUARTERLY	\$50.00	\$200.00
2	REAR OF Bldg TRANE 3.5 TON 2012 MODEL# 4TWB3042B1000BA SERIAL# 12231S6C4F	4	QUARTERLY	\$50.00	\$200.00
3	REAR OF BLDG RADCO MODEL# PH10JA018-E SERIAL#4603E13331	4	QUARTERLY	\$50.00	\$200.00
<b>TOTAL</b>					<b>\$600.00</b>

**HVAC PREVENTATIVE MAINTENANCE AND REPAIR SERVICES**  
**Wastewater Treatment Plant**

Line Item	Description	Quantity	Unit of Measure	Annual Total	Total
1	WWTP ADMIN BLDG AMERICAN STANDARD (TRANE) MODEL # 4TTA3048A4000BA SERIAL #10294TA05F	4	QUARTERLY	\$50.00	\$200.00
2	WWTP OPERATIONS BLDG AMERICAN STANDARD (TRANE) MODEL # 4WCC3060A000AA SERIAL 9321H299H	4	QUARTERLY	\$50.00	\$200.00
3	WWTP EFFLUENT BLDG BARD MANUFACTURING CO. MODEL # W36A1-B06 SERIAL# 310F122904297-02	4	QUARTERLY	\$50.00	\$200.00
4	WWTP RAS BLDG CARRIER MODEL # 24ABB360A006201 SERIAL# 1613E27224	4	QUARTERLY	\$50.00	\$200.00
5	KWRF Operations Bldg Trane Model # TWE090E3R3AA Serial # 16054593BA	4	QUARTERLY	\$75.00	\$300.00
6	KWRF Operations Bldg Trane Model # TWE090E3R3AA Serial # 16031UDJBA	4	QUARTERLY	\$75.00	\$300.00
7	KWRF Electrical Bldg Bard Manufacturing Co. Model # W60L2 - A0ZXPXXXJ Serial # 324M133065642-02	4	QUARTERLY	\$50.00	\$200.00
8	SW Reuse (PAR) Bard Manufacturing Co Model # WA602-C15BW4XXJ Serial # 155J092636738-02	4	QUARTERLY	\$50.00	\$200.00
9	Sprayfield Control Room Goodman Manufacturing Co. Model # GSC130241AE Serial # 0706151145	4	QUARTERLY	\$50.00	\$200.00
10	Sprayfield Office Trane XR . Model # 4 TWR4036N 1000AA Serial #24094WYMGF	4	QUARTERLY	\$50.00	\$200.00
<b>TOTAL</b>					<b>\$2,200.00</b>

**HVAC REPAIR AND PREVENTATIVE MAINTENANCE SERVICES**  
**WATER TREATMENT PLANT**

Line Item	Description	Quantity	Unit of Measure	Quarterly Total	Annual Total	Comments
1	Price Creek: Admin Bldg Carrier Model# 38AKS028---601 Serial #1106Q04049	4	Quarterly	\$50.00	\$200.00	
2	Price Creek: Ozone Bldg/Gen1 Carrier Model# 25HCO342A003101 Serial# 0114E02886	4	Quarterly	\$50.00	\$200.00	
3	Price Creek: Ozone Bldg/Gen2 Trane Model# 2TTB3030A1000AA Serial# 55058UX3F	4	Quarterly	\$50.00	\$200.00	
4	Price Creek: MCC Room CU1 Carrier Model# 38ARS012—C511 Serial# 1406G40104	4	Quarterly	\$50.00	\$200.00	
5	Price Creek: MCC Room CU2 Daikin Model#DX11TA1203AB Serial# 2201202601	4	Quarterly	\$50.00	\$200.00	
6	Price Creek: The air Handler is a Goodman Model# AHKD15-3 Serial# 2210000542	4	Quarterly	\$75.00	\$300.00	
<b>TOTAL</b>					<b>\$1,300.00</b>	

### HVAC PREVENTATIVE MAINTENANCE AND REPAIR SERVICES

#### UTILITY ANNEX

Line Item	Description	Quantity	Unit of Measure	Annual Total	Total
1	Utility Annex East Unit American Standard Model # TWA090A300DA Serial # Z042KLWAH	4	QUARTERLY	\$60.00	\$240.00
2	Utility Annex Middle Unit Trane/American Standard Model # TWA090D30RAA Serial # 110248ASYA	4	QUARTERLY	\$60.00	\$240.00

Line Item	Description	Quantity	Unit of Measure	Annual Total	Total
3	Utility Annex West Unit American Standard Model # TWA090D300DA Serial # Z205XPXAH	4	QUARTERLY	\$60.00	\$240.00
4	Executive Office Grandaire Model # WJH342000KTP0A2 Serial # C133896299	4	QUARTERLY	\$50.00	\$200.00
<b>TOTAL</b>					<b>\$920.00</b>

**HVAC PREVENTATIVE MAINTENANCE AND REPAIR**  
 WESTSIDE FIRE STATION 2

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Fire Station 2, outside. Model RN-013-8-0-EA09-3FB Serial #202208-ANGK	4	QUARTERLY	\$75.00	\$300.00
<b>TOTAL</b>					<b>\$300.00</b>

**HVAC PREVENTATIVE MAINTENANCE AND REPAIR**  
 REGULAR WORKING HOURS

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	SERVICE MECHANIC	1	PER HOUR	\$88.00	\$88.00
2	HELPER (IF NEEDED)	1	PER HOUR	\$60.00	\$60.00
3	DUCT MECHANIC	1	PER HOUR	\$88.00	\$88.00

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
4	HELPER (IF NEEDED)	1	PER HOUR	\$60.00	\$60.00
<b>TOTAL</b>					<b>\$296.00</b>

**HVAC PREVENTATIVE MAINTENANCE AND REPAIR**

OVERTIME HOURS MONDAY-FRIDAY 5:01PM TO 7:59AM, SATURDAY, SUNDAY AND HOLIDAYS

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	SERVICE MECHANIC	1	PER HOUR	\$132.00	\$132.00
2	HELPER (IF NEEDED)	1	PER HOUR	\$90.00	\$90.00
3	DUCT MECHANIC	1	PER HOUR	\$132.00	\$132.00
4	HELPER (IF NEEDED)	1	PER HOUR	\$90.00	\$90.00
<b>TOTAL</b>					<b>\$444.00</b>

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	MARKUP ON PARTS AND MATERIALS	1	%	\$15.00	\$15.00
<b>TOTAL</b>					<b>\$15.00</b>



## HUMAN TRAFFICKING AFFIDAVIT

1. I am over the age of 18 and I have personal knowledge of the matters set forth except as otherwise set forth herein.
2. I currently serve as \_\_Sr. Business Analyst\_\_\_\_ (Role) of \_Sherman Mechanical Contractors (Company).
3. Sherman Mechanical Contractors\_\_\_\_ (Company) does not use coercion for labor or services, as those terms are defined in Florida Statute 787.06.
4. This declaration is made pursuant to Florida Statute 92.525. I understand that making a false statement in this declaration may subject me to criminal penalties.

Under penalties of perjury, I \_Jesse Jenkins Sr Business Analyst\_\_\_\_ (Signatory Name and Title), declare that I have read the foregoing Human Trafficking Affidavit and that the facts stated in it are true.

Further Affiant sayeth naught.

### COMPANY

Sherman Mechanical Contractors  
NAME OF BUSINESS ENTITY

Jesse Jenkins

SIGNATURE

Jesse Jenkins Sr Business Analyst  
TYPE NAME AND TITLE

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EXECUTION

## SERVICES AGREEMENT

THIS SERVICES AGREEMENT ("Agreement") is made as of this \_\_\_\_ day of May, 2025 ("Effective Date"), by and between the City of Lake City, a Florida municipal corporation ("City"), and Sherman Mechanical Contractors LLC. ("Contractor") (individually, each a "Party," and collectively, the "Parties").

### WITNESSETH:

WHEREAS, the City requested proposals pursuant to ITB-011-2025 (the "Procurement Document") for HVAC Repair and Preventive Maintenance; and

WHEREAS, based upon the City's assessment of the Contractor's proposal, the City selected the Contractor to provide the Services defined herein; and

WHEREAS, Contractor represents it has the experience and expertise to perform the Services set forth in this Agreement.

NOW, THEREFORE, in consideration of the above recitals, the mutual covenants, agreements, terms and conditions herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties agree as follows:

### 1. Definitions.

- a. "Agreement" means this Agreement, including all Exhibits, which are expressly incorporated herein by reference, and any amendments thereto.
- b. "City Confidential Information" means any City information deemed confidential and/or exempt from Section 119.07, Florida Statutes, and Section 24(a), Article 1 of the Florida Constitution, or other applicable law, and any other information designated in writing by the City as City Confidential Information.
- c. "Contractor Confidential Information" means any Contractor information designated as confidential and/or exempt by Florida's public records law, including information constituting a trade secret pursuant to Chapter 688, Florida Statutes, and is designated in this Agreement or in writing as a trade secret by Contractor (unless otherwise determined to be a public record by applicable Florida law). Notwithstanding the foregoing, Contractor Confidential Information does not include information: (1) becoming public other than as a result of a disclosure by the City in breach of the Agreement; (2) becoming available to the City on a non-confidential basis from a source other than Contractor, which is not prohibited from disclosing such information by obligation to Contractor; (3) known by the City prior to its receipt from Contractor without any obligation or confidentiality with respect thereto; or (4) is developed by the City independently of any disclosures made by Contractor.
- d. "Contractor Personnel" means all employees of Contractor, and all employees of subcontractors of Contractor, including, but not limited to temporary and/or leased employees, who are providing the Services at any time during the project term.
- e. "Services" means the work, duties and obligations to be carried out and performed safely by Contractor under this Agreement, as described throughout this Agreement and as specifically described in Exhibit A ("Statement of Work") attached hereto and incorporated herein by reference. As used in this Agreement, Services shall include any component task, subtask,

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service, or function inherent, necessary, or a customary part of the Services, but not specifically described in this Agreement, and shall include the provision of all standard day-to-day administrative, overhead, and internal expenses, including costs of bonds and insurance as required herein, labor, materials, equipment, safety equipment, products, office supplies, consumables, tools, postage, computer hardware/software, telephone charges, copier usage, fax charges, travel, lodging, and per diem and all other costs required to perform Services except as otherwise specifically provided in this Agreement.

2. **Conditions Precedent.** This Agreement, and the Parties' rights and obligations herein, are contingent upon and subject to the Contractor securing and/or providing the performance security, if required in Section 3, and the insurance coverage(s) required in Section 13, within ten (10) days of the Effective Date. No Services shall be performed by the Contractor and the City shall not incur any obligations of any type until Contractor satisfies these conditions. Unless waived in writing by the City, in the event the Contractor fails to satisfy the conditions precedent within the time required herein, the Agreement shall be deemed not to have been entered into and shall be null and void.
3. **Services.**
  - a. **Services.** The City retains Contractor, and Contractor agrees to provide the Services. All Services shall be performed to the satisfaction of the City, and shall be subject to the provisions and terms contained herein and the Exhibits attached hereto.
  - b. **Services Requiring Prior Approval.** Contractor shall not commence work on any Services requiring prior written authorization in the Statement of Work without approval from Brenda Karr, Procurement Director.
  - c. **Additional Services.** From the Effective Date and for the duration of the project, the City may elect to have Contractor perform Services not specifically described in the Statement of Work attached hereto but are inextricably related to and inherently necessary for Contractor's complete provision of the Services ("Additional Services"), in which event Contractor shall perform such Additional Services for the compensation specified in the Statement of Work attached hereto. Contractor shall commence performing the applicable Additional Services promptly upon receipt of written approval as provided herein.
  - d. **De-scoping of Services.** The City reserves the right, in its sole discretion, to de-scope Services upon written notification to the Contractor by the City. Upon issuance and receipt of the notification, the Contractor and the City shall enter into a written amendment reducing the appropriate Services Fee for the impacted Services by a sum equal to the amount associated with the de-scoped Services as defined in the payment schedule in this Agreement, if applicable, or as determined by mutual written consent of both Parties based upon the scope of work performed prior to issuance of notification.
  - e. **Independent Contractor Status and Compliance with the Immigration Reform and Control Act.** Contractor is and shall remain an independent contractor and is neither agent, employee, partner, nor joint-venturer of City. Contractor acknowledges it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 located at 8 U.S.C. 1324, et seq, and regulations relating thereto, as either may be amended from time to time. Failure to comply with the above provisions shall be considered a material breach of the Agreement.

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- f. **Non-Exclusive Services.** This is a non-exclusive Agreement. During the term of this Agreement, and any extensions thereof, the City reserves the right to contract with another provider for similar services as it determines necessary in its sole discretion.
- g. **Project Monitoring.** During the term of the Agreement, Contractor shall cooperate with the City, either directly or through its representatives, in monitoring Contractor's progress and performance of this Agreement.

#### 4. Term of Agreement.

- a. **Initial Term.** The term of this Agreement shall commence on (select appropriate box):
  - ☒ the Effective Date;
  - or
  - ☐ the date of \_\_\_\_\_, 202\_\_.
 and shall remain in full force and effect for \_\_\_\_\_ ☐ years / ☐ months / ☐ days, or until termination of the Agreement, whichever occurs first.
- b. **Term Extension.** (Select appropriate box.)
  - ☐ The term of this Agreement may not be extended. All Services shall be completed by the expiration of the initial term as defined in 4.a.
  - or
  - ☒ The Parties may extend the term of this Agreement for two (2) additional one (1) year period(s) pursuant to the same terms, conditions, and pricing set forth in the Agreement by mutually executing an amendment to this Agreement, as provided herein.

#### 5. Compensation and Method of Payment.

- a. **Services Fee.** As total compensation for the Services, the City shall pay the Contractor the sums as, provided in this Section 5 ("Services Fee"), pursuant to the terms and conditions as provided in this Agreement. It is acknowledged and agreed by Contractor this compensation constitutes a limitation upon City's obligation to compensate Contractor for such Services required by this Agreement, but does not constitute a limitation upon Contractor's obligation to perform all of the Services required by this Agreement. In no event will the Services Fee paid exceed the not-to-exceed sums set out in subsections 5.b. and 5.c., unless the Parties agree to increase this sum by written amendment as authorized in Section 21 of the Agreement.
- b. **Payment Details.** The City agrees to pay the Contractor ~~the not-to-exceed sum of \$ \_\_\_\_\_, for Services completed and accepted as provided in Section 15 herein if applicable, payable—~~

~~[INSERT APPROPRIATE OPTIONS AND DELETE THE REMAINING OPTIONS]~~

- i. ☐ ~~in equal monthly payments of \$ \_\_\_\_\_ beginning on the first day of the month commencing on \_\_\_\_\_, 202\_\_, upon submittal of an invoice as required herein.~~

~~\_\_\_\_\_ OR~~

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- ii. ☐ ~~on a fixed fee basis as set out in Exhibit C for the deliverables, such fee payable upon submittal of an invoice as required herein.~~

~~OR~~

- iii. ☐ ~~at the following hourly rates (select appropriate box):~~

☐ ~~the hourly rate of \$\_\_\_\_\_;~~

~~or~~

☐ ~~the hourly rates set out in Exhibit attached hereto, upon submittal of an invoice as required herein.~~

~~OR~~

- iv. ~~(DESCRIBE PAYMENT TERMS)~~

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- c. **Travel Expenses.** (Select appropriate box.)

☒ The Services Fee includes all travel, lodging and per diem expenses incurred by Contractor in performing the Services.

or

☐ The City shall reimburse the Contractor the sum of not-to-exceed \$\_\_\_\_\_ for the travel expenses incurred in accordance with Section 112.061, Florida Statutes, and/or City Travel Policy, and as approved in writing in advance by \_\_\_\_\_.

- d. **Taxes.** Contractor acknowledges the City is not subject to any state or federal sales, use, transportation and certain excise taxes.

- e. **Payments.** Contractor shall submit invoices for payments due as provided herein and authorized reimbursable expenses incurred with such documentation as required by City. Invoices shall be submitted to (select appropriate box):

☒ the designated person as set out in Section 18 herein;

☐ as provided in Exhibit D attached hereto.

For time and materials Services, all Contractor Personnel shall maintain logs of time worked, and each invoice shall state the date and number of hours worked for Services authorized to be billed on a time and materials basis. All payments shall be made in accordance with the requirements of Section 218.70 et seq., Florida Statutes, "The Local Government Prompt Payment Act." The City may dispute any payments invoiced by Contractor in accordance with Section 218.76, Florida Statutes.

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## 6. Personnel.

- a. **Qualified Personnel.** Contractor agrees each person performing Services in connection with this Agreement shall have the qualifications and shall fulfill the requirements set forth in this Agreement.
- b. **Approval and Replacement of Personnel.** The City shall have the right to approve all Contractor Personnel assigned to provide the Services, which approval shall not be unreasonably withheld. Prior to commencing the Services, the Contractor shall provide at least ten (10) days written notice of the names and qualifications of the Contractor Personnel assigned to perform Services pursuant to the Agreement. Thereafter, during the term of this Agreement, the Contractor shall promptly and as required by the City provide written notice of the names and qualifications of any additional Contractor Personnel assigned to perform Services. The City, on a reasonable basis, shall have the right to require the removal and replacement of any of the Contractor Personnel performing Services, at any time during the term of the Agreement. The City will notify Contractor in writing in the event the City requires such action. Contractor shall accomplish any such removal within forty-eight (48) hours after receipt of notice from the City and shall promptly replace such person with another person, acceptable to the City, with sufficient knowledge and expertise to perform the Services assigned to such individual in accordance with this Agreement. In situations where individual Contractor Personnel are prohibited by applicable law from providing Services, removal and replacement of such Contractor Personnel shall be immediate and not subject to such forty-eight (48) hour replacement timeframe and the provisions of Section 7.a.i shall apply if minimum required staffing is not maintained.

## 7. Termination.

- a. **Contractor Default -- Provisions and Remedies of City.**
  - i. **Events of Default.** Any of the following shall constitute a "Contractor Event of Default" hereunder: (1) Contractor fails to maintain the staffing necessary to perform the Services as required in the Agreement, fails to perform the Services as specified in the Agreement, or fails to complete the Services within the completion dates as specified in the Agreement; (2) Contractor breaches Section 9 (Confidential Information); (3) Contractor fails to gain acceptance of a deliverable per Section 15, if applicable, for two (2) consecutive iterations; or (4) Contractor fails to perform or observe any of the other material provisions of this Agreement.
  - ii. **Cure Provisions.** Upon the occurrence of a Contractor Event of Default as set out above, the City shall provide written notice of such Contractor Event of Default to Contractor ("Notice to Cure"), and Contractor shall have thirty (30) calendar days after the date of a Notice to Cure to correct, cure, and/or remedy the Contractor Event of Default described in the written notice.
  - iii. **Termination for Cause by the City.** In the event Contractor fails to cure a Contractor Event of Default as authorized herein, or upon the occurrence of a Contractor Event of Default as specified in Section 7.a.i.(3), the City may terminate this Agreement in whole or in part, effective upon receipt by Contractor of written notice of termination pursuant to this provision, and may pursue such remedies at law or in equity as may be available to the City.

- b. **City Default -- Provisions and Remedies of Contractor.**
- i. **Events of Default.** Any of the following shall constitute a "City Event of Default" hereunder: (1) the City fails to make timely undisputed payments as described in this Agreement; (2) the City breaches Section 9 (Confidential Information); or (3) the City fails to perform any of the other material provisions of this Agreement.
  - ii. **Cure Provisions.** Upon the occurrence of a City Event of Default as set out above, Contractor shall provide written notice of such City Event of Default to the City ("Notice to Cure"), and the City shall have thirty (30) calendar days after the date of a Notice to Cure to correct, cure, and/or remedy the City Event of Default described in the written notice.
  - iii. **Termination for Cause by Contractor.** In the event the City fails to cure a City Event of Default as authorized herein, Contractor may terminate this Agreement in whole or in part effective on receipt by the City of written notice of termination pursuant to this provision, and may pursue such remedies at law or in equity as may be available to the Contractor.
- c. **Termination for Convenience.** Notwithstanding any other provision herein, the City may terminate this Agreement, without cause, by giving thirty (30) days advance written notice to the Contractor of its election to terminate this Agreement pursuant to this provision.
8. **Time is of the Essence.** Time is of the essence with respect to all provisions of this Agreement specifying a time for performance, including the Services as described in Exhibits attached hereto; provided, however, the foregoing shall not be construed to limit a Party's cure period allowed in the Agreement.
9. **Confidential Information and Public Records.**
- a. **City Confidential Information.** Contractor shall not disclose to any third party any City Confidential Information Contractor, through its Contractor Personnel, has access to or has received from the City pursuant to its performance of Services pursuant to the Agreement, unless approved in writing by the City Contract Manager. All such City Confidential Information will be held in trust and confidence from the date of disclosure by the City, and discussions involving such City Confidential Information shall be limited to Contractor Personnel as is necessary to complete the Services.
  - b. **Contractor Confidential Information.** All Contractor Confidential Information received by the City from Contractor will be held in trust and confidence from the date of disclosure by Contractor and discussions involving such Contractor Confidential Information shall be limited to the members of the City's staff and the City's subcontractors who require such information in the performance of this Agreement. The City acknowledges and agrees to respect the copyrights, registrations, trade secrets and other proprietary rights of Contractor in the Contractor Confidential Information during and after the term of the Agreement and shall at all times maintain the confidentiality of the Contractor Confidential Information provided to the City, subject to federal law and the laws of the State of Florida related to public records disclosure. Contractor shall be solely responsible for taking any and all action it deems necessary to protect its Contractor Confidential Information except as provided herein. Contractor acknowledges the City is subject to public records legislation, including but not limited to Chapter 119, Florida Statutes, and the Florida Rules of Judicial Administration, and any of the

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RESOLUTION****NOT FOR  
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City's obligations under this Section may be superseded by its obligations under any requirements of said laws.

- c. **Public Records.** Contractor shall generally comply with Florida's public records laws, and specifically Contractor shall:
- i. Keep and maintain public records required by the City to perform and/or provide the service or services contracted for herein.
  - ii. 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 Chapter 119, Florida Statutes, or as otherwise provided by law.
  - iii. 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 term of this Agreement and following completion of this Agreement if Contractor does not transfer the records to the City.
  - iv. Upon completion of this Agreement, 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 this Agreement, 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 this Agreement, 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.

**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 City's custodian of Public records at:**

**Audrey E. Sikes, City Clerk,**

**City of Lake City custodian of public records**

**at 386-719-5756 or [SikesA@lcfla.com](mailto:SikesA@lcfla.com)**

**Mailing Address**

**205 North Marion Avenue,**

**Lake City, Florida 32055.**

10. **Audit.** Contractor shall retain all records relating to this Agreement for a period of at least three (3)

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years after final payment is made. All records shall be kept in such a way as will permit their inspection pursuant to Chapter 119, Florida Statutes. In addition, City reserves the right to examine and/or audit such records.

11. **Compliance with Laws.** Contractor shall comply with all applicable federal, state, City and local laws, ordinances, rules and regulations in the performance of its obligations under this Agreement, including the procurement of permits and certificates where required, and including but not limited to laws related to Workers Compensation, Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973, Minority Business Enterprise (MBE), occupational safety and health and the environment, equal employment opportunity, privacy of medical records and information, as applicable. Failure to comply with any of the above provisions shall be considered a material breach of the Agreement.
12. **Public Entities Crimes.** Contractor is directed to the Florida Public Entities Crime Act, Section 287.133, Florida Statutes, as well as Florida Statute 287.135 regarding Scrutinized Companies, and represents to City that Contractor is qualified to transact business with public entities in Florida, and to enter into and fully perform this Agreement subject to the provisions state therein. Failure to comply with any of the above provisions shall be considered a material breach of the Agreement.
13. **Liability and Insurance.**
  - a. **Insurance.** Contractor shall comply with the insurance requirements set out in Exhibit B, attached hereto and incorporated herein by reference.
  - b. **Indemnification.** Contractor agrees to indemnify, pay the cost of defense, including attorney's fees, and hold harmless the City, its officers, employees and agents from all damages, suits, actions or claims, including reasonable attorney's fees incurred by the City, of any character brought on account of any injuries or damages received or sustained by any person, persons, or property, or in any way relating to or arising from the Agreement; or on account of any act or omission, neglect or misconduct of Contractor; or by, or on account of, any claim or amounts recovered under the Workers' Compensation Law or of any other laws, regulations, ordinance, order or decree; or arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon; except only such injury or damage as shall have been occasioned by the sole negligence of the City.
  - c. **Liability.** Neither the City nor Contractor shall make any express or implied agreements, guaranties or representations, or incur any debt, in the name of or on behalf of the other Party. Neither the City nor Contractor shall be obligated by or have any liability under any agreements or representations made by the other not expressly authorized hereunder. The City shall have no liability or obligation for any damages to any person or property directly or indirectly arising out of the operation by Contractor of its business, whether caused by Contractor's negligence or willful action or failure to act.
  - d. **Contractor's Taxes.** The City will have no liability for any sales, service, value added, use, excise, gross receipts, property, workers' compensation, unemployment compensation, withholding or other taxes, whether levied upon Contractor or Contractor's assets, or upon the City in connection with Services performed or business conducted by Contractor. Payment of all such taxes and liabilities shall be the responsibility of Contractor.

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14. **City's Funding.** The Agreement is not a general obligation of the City. It is understood neither this Agreement nor any representation by any City employee or officer creates any obligation to appropriate or make monies available for the purpose of the Agreement beyond the fiscal year in which this Agreement is executed. No liability shall be incurred by the City, or any department, beyond the monies budgeted and available for this purpose. If funds are not appropriated by the City for any or all of this Agreement, the City shall not be obligated to pay any sums provided pursuant to this Agreement beyond the portion for which funds are appropriated. The City agrees to promptly notify Contractor in writing of such failure of appropriation, and upon receipt of such notice, this Agreement, and all rights and obligations contained herein, shall terminate without liability or penalty to the City.
15. **Acceptance of Services.** For all Services deliverables requiring City acceptance as provided in the Statement of Work, the City, through the City Commission or its designee, will have ten (10) calendar days to review the deliverable(s) after receipt or completion of same by Contractor, and either accept or reject the deliverable(s) by written notice to Contractor. If a deliverable is rejected, the written notice from the City will specify any required changes, deficiencies, and/or additions necessary. Contractor shall then have seven (7) calendar days to revise the deliverable(s) to resubmit and/or complete the deliverable(s) for review and approval by the City, who will then have seven (7) calendar days to review and approve, or reject the deliverable(s); provided however, Contractor shall not be responsible for any delays in the overall project schedule resulting from the City's failure to timely approve or reject deliverable(s) as provided herein. Upon final acceptance of the deliverable(s), the City will accept the deliverable(s) in writing.
16. **Subcontracting/Assignment.**
- a. **Subcontracting.** Contractor is fully responsible for completion of the Services required by this Agreement and for completion of all subcontractor work, if authorized as provided herein. Contractor shall not subcontract any work under this Agreement to any subcontractor other than the subcontractors specified in the proposal and previously approved by the City, without the prior written consent of the City, which shall be determined by the City in its sole discretion.
- b. **Assignment.** (Select appropriate box.)
- ☐ This Agreement, and any rights or obligations hereunder, shall not be assigned, transferred or delegated to any other person or entity. Any purported assignment in violation of this section shall be null and void.
- or
- ☒ This Agreement, and all rights or obligations hereunder, shall not be assigned, transferred, or delegated in whole or in part, including by acquisition of assets, merger, consolidation, dissolution, operation of law, change in effective control of the Contractor, or any other assignment, transfer, or delegation of rights or obligations, without the prior written consent of the City. The Contractor shall provide written notice to the City within fifteen (15) calendar days of any action or occurrence assigning the Agreement or any rights or obligations hereunder as described in this section. In the event the City does not consent to the assignment, as determined in its sole discretion, the purported assignment in violation of this section shall be null and void, and the City may elect to terminate this Agreement by providing written notice of its election to terminate pursuant to this

provision upon fifteen (15) days' notice to Contractor.

17. **Survival.** The following provisions shall survive the expiration or termination of the Term of this Agreement: 7, 9, 10, 13 20, 23, and any other which by their nature would survive termination.
18. **Notices.** All notices, authorizations, and requests in connection with this Agreement shall be deemed given on the day they are: (1) deposited in the U.S. mail, postage prepaid, certified or registered, return receipt requested; or (2) sent by air express courier (e.g., Federal Express, Airborne, etc.), charges prepaid, return receipt requested; or (3) sent via email and addressed as set forth below, which designated person(s) may be amended by either Party by giving written notice to the other Party:

**To the Contractor:** Sherman Mechanical Contractors  
Attn: Thomas Sherman Jr  
4352 SE 95<sup>th</sup> ST  
Ocala, FL 34480

**To the City:** City of Lake City  
Attn: City Manager  
205 North Marion Avenue  
Lake City, FL 32055

19. **Conflict of Interest.**
- The Contractor represents it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of the Services required hereunder, and no person having any such interest shall be employed by Contractor during the agreement term and any extensions.
  - The Contractor shall promptly notify the City in writing of any business association, interest, or other circumstance which constitutes a conflict of interest as provided herein. If the Contractor is in doubt as to whether a prospective business association, interest, or other circumstance constitutes a conflict of interest, the Contract may identify the prospective business association, interest or circumstance, the nature of work the Contractor may undertake and request an opinion as to whether the business association, interest or circumstance constitutes a conflict of interest if entered into by the Contractor. The City agrees to notify the Contractor of its opinion within (10) calendar days of receipt of notification by the Contractor, which shall be binding on the Contractor.
20. **Right to Ownership.** All work created, originated and/or prepared by Contractor in performing Services pursuant to the Agreement, including plans, reports, maps and testing, and other documentation or improvements related thereto, to the extent such work, products, documentation, materials or information are described in or required by the Services (collectively, the "Work Product") shall be City's property when completed and accepted, if acceptance is required in this Agreement, and the City has made payment of the sums due therefore. The ideas, concepts, know-how or techniques developed during the course of this Agreement by the Contractor or jointly by Contractor and the City may be used by the City without obligation of notice or accounting to the

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Contractor. Any data, information or other materials furnished by the City for use by Contractor under this Agreement shall remain the sole property of the City.

21. **E-Verify.** As a condition precedent to entering into this Agreement, 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 Agreement.
- 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 contract terminated 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 Agreement 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.

22. **Amendment.** This Agreement may be amended by mutual written agreement of the Parties hereto.

23. **Severability.** The terms and conditions of this Agreement shall be deemed to be severable. Consequently, if any clause, term, or condition hereof shall be held to be illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions, and notwithstanding any such determination, this Agreement shall continue in full force and effect unless the particular clause, term, or condition held to be illegal or void renders the balance of the Agreement impossible to perform.

24. **Applicable Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida (without regard to principles of conflicts of laws). The Parties agree all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the state or federal (if permitted by law and a Party elects to file an action in federal court) courts located in or for Bradford County, Florida. This choice of venue is intended by the Parties to be mandatory and not permissive in nature, and to preclude the possibility of litigation between the Parties with respect to, or arising out of, this Agreement in any jurisdiction other than the

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jurisdiction specified in this section. Each Party waives any right it may have to assert the doctrine of forum non conveniens or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this section.

25. **Costs of Legal Actions and Attorneys' Fees.** Except as otherwise set forth in this Agreement, including in any exhibits or addenda hereto, in any legal action between the parties hereto arising from this Agreement, an award for costs of litigation, including, but not limited to court costs and reasonable attorney fees, shall be made against the non-prevailing party to the prevailing party in such legal action, and such award shall including those fees incurred as a result of an appeal.
26. **Waiver.** No waiver by either Party of any breach or violation of any covenant, term, condition, or provision of this Agreement or of the provisions of any ordinance or law, shall be construed to waive any other term, covenant, condition, provisions, ordinance or law, or of any subsequent breach or violation of the same.
27. **Due Authority.** Each Party to this Agreement represents and warrants: (1) it has the full right and authority and has obtained all necessary approvals to enter into this Agreement; (2) each person executing this Agreement on behalf of the Party is authorized to do so; (3) this Agreement constitutes a valid and legally binding obligation of the Party, enforceable in accordance with its terms.
28. **No Third Party Beneficiary.** The Parties hereto acknowledge and agree there are no third party beneficiaries to this Agreement. Persons or entities not a party to this Agreement may not claim any benefit from this Agreement or as third party beneficiaries hereto.
29. **Entire Agreement.** This Agreement constitutes the entire Agreement between the Parties and supersedes all prior negotiations, representations or agreements either oral or written.

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(Signature Page Follows)

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EXECUTION

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year first written.

Sherman Mechanical Contractors LLC,  
EXHIBIT-NOT FOR EXECUTION

BY THE MAYOR OF THE CITY OF LAKE CITY, FLORIDA

By \_\_\_\_\_, its \_\_\_\_\_

EXHIBIT-NOT FOR EXECUTION

Noah Walker, Mayor

ATTEST, BY THE CLERK OF THE CITY COMMISSION  
OF THE CITY OF LAKE CITY, FLORIDA:

EXHIBIT-NOT FOR EXECUTION

Audrey Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

EXHIBIT-NOT FOR EXECUTION

Clay Martin, City Attorney

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RESOLUTION**

**NOT FOR  
EXECUTION**

EXHIBIT A  
STATEMENT OF WORK

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(Document to be Provided Prior to Agreement Execution)

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EXECUTION**

EXHIBIT B  
INSURANCE REQUIREMENTS

**Certificate must state City of Lake City as Certificate Holder**

- Commercial General Liability insurance to provide coverage of not less than \$1,000,000.00 combined single limit per occurrence and annual aggregates where generally applicable and must include premises operations, independent contractors, products/completed operations, broad form property damage, blanket contractual and personal injury endorsements.
- Business Vehicle/Umbrella Liability insurance with a minimum limit of \$200,000 per occurrence, and \$300,000 for all claims arising out of the same incident or occurrence, for property damage and personal injury. Notice, these limits may change according to Florida law and the protections afforded to the City pursuant to sovereign immunity for liability.
- Statutory Workers Compensation insurance as required by the State of Florida.

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EXECUTION**



EXHIBIT C  
PAYMENT SCHEDULE

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(Document to be Provided Prior to Agreement Execution)

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EXECUTION**

EXHIBIT D  
PAYMENT/INVOICES

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EXECUTION**

**PAYMENT/INVOICES:**

Contractor shall submit invoices for payment due as provided herein with such documentation as required by City of Lake City and all payments shall be made in accordance with the requirements of Section 218.70 et. seq, Florida Statutes, "The Local Government Prompt Payment Act." Invoices shall be submitted to the address below unless instructed otherwise on the purchase order, or if no purchase order, by the ordering department:

Finance Department  
Attn: Accounts Payable  
City of Lake City  
205 North Marion Avenue  
Lake City, FL 32055

Each invoice shall include, at a minimum, the Contractor's name, contact information and the standard purchase order number. In order to expedite payment, it is recommended the Contractor also include the information shown in below. The City may dispute any payments invoiced by Contractor in accordance with Section 218.76, Florida Statutes and the provisions of this Agreement.

**INVOICE INFORMATION:**

**Contractor Information** ..... Company name, mailing address, phone number, contact name and email address as provided on the PO

**Remit To** ..... Billing address to which you are requesting payment be sent

**Invoice Date** ..... Creation date of the invoice

**Invoice Number** ..... Company tracking number

**Shipping Address** ..... Address where goods and/or services were delivered

**Ordering Department** ..... Name of ordering department, including name and phone number of contact person

**PO Number** ..... Standard purchase order number

**Ship Date** ..... Date the goods/services were sent/provided

**Quantity** ..... Quantity of goods or services billed

**Description** ..... Description of services or goods delivered

**Unit Price** ..... Unit price for the quantity of goods/services delivered

**Line Total** ..... Amount due by line item

**Invoice Total** ..... Sum of all of the line totals for the invoice

EXHIBIT E  
DISPUTE RESOLUTION IN MATTERS OF INVOICE PAYMENTS

Payment of invoices for work performed for City of Lake City (CITY) is made, by standard, in arrears in accordance with Section 218.70, et. seq., Florida Statutes (the Local Government Prompt Payment Act).

If a dispute should arise as a result of non-payment of a payment request or invoice the following Dispute Resolution process shall apply:

- A. City of Lake City shall notify a vendor in writing, within ten (10) days after receipt of an improper invoice, that the invoice is improper. The notice should indicate what steps the vendor should undertake to correct the invoice and resubmit a proper invoice to the City, which steps shall include initially contacting the requesting department to validate Contractor's invoice conforms with the terms and conditions of the agreement. Once the requesting department determines Contractor's invoice conforms with the terms and conditions of the agreement, the vendor should resubmit the invoice as a "Corrected Invoice" to the requesting department which will initiate the payment timeline.
  - 1) Requesting department for this purpose is defined as the City department for whom the work is performed.
  - 2) Proper invoice for this purpose is defined as an invoice submitted for work performed where such work meets the terms and conditions of the agreement to the satisfaction of the City of Lake City.
- B. Should a dispute result between the vendor and the City about payment of a payment request or an invoice then the vendor should submit their dissatisfaction in writing to the Requesting Department. Each Requesting Department shall assign a representative who shall act as a "Dispute Manager" to resolve the issue at departmental level.
- C. The Dispute Manager shall first initiate procedures to investigate the dispute and document the steps taken to resolve the issue in accordance with section 218.76 Florida Statutes. Such procedures shall be commenced no later than forty-five (45) days after the date on which the payment request or invoice was received by City of Lake City, and shall not extend beyond sixty (60) days after the date on which the payment request or invoice was received by City of Lake City.
- D. The Dispute Manager should investigate and ascertain whether the work, for which the payment request or invoice has been submitted, was performed to City of Lake City's satisfaction and duly accepted by the Proper Authority. Proper Authority for this purpose is defined as the City of Lake City representative who is designated as the approving authority for the work performed in the contractual document. The Dispute Manager shall perform the required investigation and arrive at a solution before or at the sixty (60) days' timeframe for resolution of the dispute, per section 218.76, Florida Statutes. The City Manager or his or her designee shall be the final arbiter in resolving the issue before it becomes a legal matter. The City Manager or his or her designee will issue their decision in writing.
- E. City of Lake City Dispute Resolution Procedures shall not be subject to Chapter 120 of the Florida Statutes. The procedures shall also, per section 218.76, Florida Statutes, not be intended as an administrative proceeding which would prohibit a court from ruling again on any action resulting from the dispute.
- F. Should the dispute be resolved in the City's favor interest charges begin to accrue fifteen (15) days after the final decision made by the City. Should the dispute be resolved in the vendor's favor the City shall pay interest as of the original date the payment was due.
- G. For any legal action to recover any fees due because of the application of Sections 218.70 et. seq., Florida Statutes, an award shall be made to the prevailing party to cover court costs and reasonable attorney fees, including those fees incurred as a result of an appeal if the reason for the dispute is because the non-prevailing party held back any payment without having a reasonable basis to dispute the prevailing party's claim to those amounts.

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EXHIBIT F  
PERFORMANCE BOND

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(Document to be Provided Prior to Agreement Execution if Required by Bid/Proposal Request)

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**File Attachments for Item:**

8. City Council Resolution No. 2025-077 - A resolution of the City of Lake City, Florida, accepting the donation of a utility trailer manufactured by J&E Custom Utility Trailers, LLC (VIN - 1J9BU1628S1471181) from the Citizens Police Academy Alumni Association, Inc., a 501(c)(3) Corporation, for use by the Lake City Police Department; making certain findings of fact in support of the City accepting said donation; recognizing the authority of the Mayor to execute such documents as are necessary to transfer ownership of said utility trailer to the City of Lake City for use by the Lake City Police Department; directing the Mayor to execute such documents as are necessary to transfer ownership of said utility trailer to the City of Lake City for the use by the Lake City Police Department; repealing all prior resolutions in conflict; and providing an effective date.

MEETING DATE
5-19-25

# CITY OF LAKE CITY

## Report to Council

COUNCIL AGENDA	
SECTION	
ITEM NO.	

**SUBJECT:**                    **Donation of Utility Trailer from Citizens Police Academy Alumni Association Inc. (a 501C3 Corporation)**

**DEPT / OFFICE:**    **Lake City Police Department**

**Originator:**  
Chief of Police Gerald Butler

**City Manager**  
Don Rosenthal, City Manager

**Department Director**  
Chief Gerald Butler

**Date**  
4-24-25

**Recommended Action:**

Request the City Council accept the donation of a new utility trailer from the Citizens Police Academy Alumni Assoc. Inc for use by the Lake City Police Department.

**Summary Explanation & Background:**

This trailer will be utilized to transport vehicle barriers to sites where they will be used for the control of traffic to enhance the safety of citizens.

**Alternatives:**

**Source of Funds:**

N/A

**Financial Impact:**

None

**Exhibits Attached:**

Certificate of Origin from J&E Custom Utility Trailers LLC

# North Florida Portable Buildings

728 E. Duval Street  
Lake City, FL 32055  
Phone: 386-361-6800  
Fax: 386-361-6700

## INVOICE

DATE	4/23/2025
INVOICE #	209

### BILL TO:

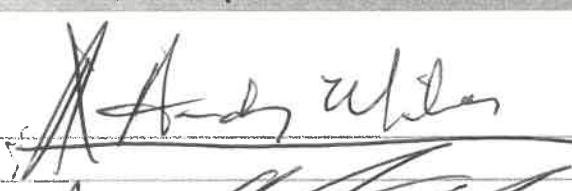

Lake City Police Dept.  
225 NW Main Blvd  
Lake City Fla. 32055  
386-752-4344

### SALESPERSON

Adam Wasden

ITEM #	Dis.	QTY	UNIT PRICE	TAX	TOTAL
7 x 16 Utility	1J9BU1628S1471181				3,450.00
	Customer is Tax exempt				
	Paid in Full Check # 247				
					3,450.00

### Other Comments or Special Instructions

Shipping to Fla.

Discount

TAX RATE

TAX

Tire Fee 4.00

Battery Fee 1.50

**TOTAL \$ 3,455.50**

**Make all checks payable to:**  
**North Florida Portable Buildings**

No returns or refunds

**If you have any questions about this invoice, please contact**

**Adam Wasden (386)361-6800 Adam.Wasden@Snappertrailers.com**



# CERTIFICATE OF ORIGIN FOR A VEHICLE

## J&E Custom Utility Trailers LLC

DATE  
4/23/2025

INVOICE NO.  
2079

VEHICLE IDENTIFICATION NO.  
1J9BU1628S1471181

YEAR  
2025

MAKE  
J&E TRAILER

BODY TYPE  
Utility

SHIPPING WEIGHT  
748KG (1650 LBS)

H.P. (S.A.E.)

G.V.W.R.

NO. CYLS.

SERIES OR MODEL

3175 KG (7000 LBS)

7x16Ta

I, the undersigned authorized representative of the company, firm or corporation named below, hereby certify that the new vehicle described above is the property of the said company, firm or corporation and is transferred on the above date and under the invoice number indicated to the following distributor or retailer.

NAME OF DISTRIBUTOR, DEALER, ETC.

North Fla Portable Buildings  
728 E duval St  
lake city FL 32055

It is further certified that this was the first transfer of such new vehicle in ordinary trade and commerce.

J&E custom utility trailers llc

BY:

(SIGNATURE OF AUTHORIZED REPRESENTATIVE)

(AGENT)

B01892765

Alapaha - GA

CITY - STATE

## J&E CUSTOM UTILITY TRAILERS LLC

Please return this registration card within 15 days of purchase

Date of Purchase: \_\_\_\_\_ Delivery Date: \_\_\_\_\_

Dealer Purchased From: \_\_\_\_\_

Trailer Model Number: \_\_\_\_\_ (VIN) Vehicle Identification Number (13 Digits): \_\_\_\_\_

Owners Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Address (Number and Street): \_\_\_\_\_

City \_\_\_\_\_ State: \_\_\_\_\_

In order to be effective this warranty registration must be mailed within (15) days of purchase. Please enclose a copy of your sales receipt, and mail To: J&E Custom Utility Trailers llc 8816 hwy 82 Alapaha ga 31622.

*I send to  
Factory  
WV's  
10 days  
✓*



CM/rrp  
05/09/2025

**RESOLUTION NO 2025 - 077**  
**CITY OF LAKE CITY, FLORIDA**

**A RESOLUTION OF THE CITY OF LAKE CITY, FLORIDA ACCEPTING THE DONATION OF A UTILITY TRAILER MANUFACTURED BY J&E CUSTOM UTILITY TRAILERS, LLC (VIN -1J9BU1628S1471181) FROM THE CITIZENS POLICE ACADEMY ALUMNI ASSOCIATION, INC., A 501(C)(3) CORPORATION, FOR USE BY THE LAKE CITY POLICE DEPARTMENT; MAKING CERTAIN FINDINGS OF FACT IN SUPPORT OF THE CITY ACCEPTING SAID DONATION; RECOGNIZING THE AUTHORITY OF THE MAYOR TO EXECUTE SUCH DOCUMENTS AS ARE NECESSARY TO TRANSFER OWNERSHIP OF SAID UTILITY TRAILER TO THE CITY OF LAKE CITY FOR USE BY THE LAKE CITY POLICE DEPARTMENT; DIRECTING THE MAYOR TO EXECUTE SUCH DOCUMENTS AS ARE NECESSARY TO TRANSFER OWNERSHIP OF SAID UTILITY TRAILER TO THE CITY OF LAKE CITY FOR THE USE BY THE LAKE CITY POLICE DEPARTMENT; REPEALING ALL PRIOR RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the City of Lake City (the "City") funds the Lake City Police Department (the "LCPD"); and

WHEREAS, the Citizens Police Academy Alumni Association, Inc., a 501(c)(3) corporation (the "Donor") wishes to donate a utility trailer (the "Property") to the LCPD; and

WHEREAS, the property would be utilized by the LCPD to transport vehicle barriers in order to control traffic and enhance the safety of the City's citizens; and

WHEREAS, accepting the Property is in the public interest and in the interests of the City; now therefore

BE IT RESOLVED by the City Council of the City of Lake City, Florida:

1. Accepting the donated Property is in the public or community interest and for public welfare; and
2. The Mayor of the City of Lake City is the officer of the City duly designated by the City's Code of Ordinances to enforce such rules and regulations as are adopted by the City Council of the City of Lake City; and

3. The Mayor of the City of Lake City are each authorized to execute on behalf of and bind the City to such documents as would transfer ownership of the Property to the City; and
4. The Mayor of the City of Lake City, is directed to execute on behalf of and bind the City as set forth herein; and
5. All prior resolutions of the City Council of the City of Lake City in conflict with this resolution are hereby repealed to the extent of such conflict; and
6. This resolution shall become effective and enforceable upon final passage by the City Council of the City of Lake City.

APPROVED AND ADOPTED, by an affirmative vote of a majority of a quorum present of the City Council of the City of Lake City, Florida, at a regular meeting, this \_\_\_\_ day of May, 2025.

BY THE MAYOR OF THE CITY OF LAKE CITY,  
FLORIDA

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Noah E. Walker, Mayor

ATTEST, BY THE CLERK OF THE CITY COUNCIL  
OF THE CITY OF LAKE CITY, FLORIDA:

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Audrey Sikes., City Clerk

APPROVED AS TO FORM AND LEGALITY:

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Clay Martin, City Attorney

**File Attachments for Item:**

9. City Council Resolution No. 2025-082 - A resolution of the City of Lake City, Florida, authorizing the submission of that certain application by the City to the State of Florida Department of Commerce seeking a grant for the allocation of Community Development Block Grant Funds for the repaving of a segment of NE Martin Luther King, Jr. Street in the City of Lake City; making certain findings of fact in support of the City amending said agreement; recognizing the authority of the Mayor to execute and bind the City to said agreement; directing the Mayor to execute and bind the City to said agreement; repealing all prior resolutions in conflict; and providing an effective date.

## **RESOLUTION NO 2025 - 082**

### **CITY OF LAKE CITY, FLORIDA**

**A RESOLUTION OF THE CITY OF LAKE CITY, FLORIDA AUTHORIZING THE SUBMISSION OF THAT CERTAIN APPLICATION BY THE CITY TO THE STATE OF FLORIDA DEPARTMENT OF COMMERCE SEEKING A GRANT FOR THE ALLOCATION OF COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS FOR THE REPAVING OF A SEGMENT OF NE MARTIN LUTHER KING, JR. STREET IN THE CITY OF LAKE CITY; MAKING CERTAIN FINDINGS OF FACT IN SUPPORT OF THE CITY AMENDING SAID AGREEMENT; RECOGNIZING THE AUTHORITY OF THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AGREEMENT; DIRECTING THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AGREEMENT; REPEALING ALL PRIOR RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Lake City (the “City”) is eligible for funding from the State of Florida Department of Commerce (the “Agency”) Community Development Block Grant (“CDBG”) fund; and

WHEREAS, the City has need for funds in the amount of \$1,171,030 (the “Grant Funds”) from the CDBG to complete the repaving of a segment of NE Martin Luther King, Jr. Street in the City of Lake City (the “Project”); and

**WHEREAS**, the City has prepared an application in the form attached as an Exhibit hereto (the “Application”) seeking such Grant Funds from the Agency for purposes of completion of the Project; and

**WHEREAS**, adopting the terms of the Application and submitting the completed Application to the Agency in furtherance of obtaining the Grant Funds to complete the Project is in the public interest and in the interests of the City; now therefore

**BE IT RESOLVED** by the City Council of the City of Lake City, Florida:

1. Adopting the terms of the Application and submitting the completed Application to the Agency in furtherance of obtaining the Grant Funds to complete the Project is in the public or community interest and for public welfare; and
2. In furtherance thereof, the Application in the form of the Exhibit attached hereto should be and is approved by the City Council of the City of Lake City; and

- 
3. The Mayor of the City of Lake City is the officer of the City duly designated by the City's Code of Ordinances to enforce such rules and regulations as are adopted by the City Council of the City of Lake City; and
  4. The Mayor of the City of Lake City is authorized to execute on behalf of and bind the City to the terms of the Application; and
  5. The Mayor of the City of Lake City is directed to execute on behalf of and bind the City to the terms of the Application; and
  6. The City Manager is directed to submit the Application signed by the Mayor of the City of Lake City to the Agency.
  7. All prior resolutions of the City Council of the City of Lake City in conflict with this resolution are hereby repealed to the extent of such conflict; and
  8. This resolution shall become effective and enforceable upon final passage by the City Council of the City of Lake City.

**APPROVED AND ADOPTED**, by an affirmative vote of a majority of a quorum present of the City Council of the City of Lake City, Florida, at a regular meeting, this \_\_\_\_ day of May, 2025

BY THE MAYOR OF THE CITY OF LAKE CITY,  
FLORIDA

---

Noah E. Walker, Mayor

ATTEST, BY THE CLERK OF THE CITY COUNCIL  
OF THE CITY OF LAKE CITY, FLORIDA:

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Audrey E. Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

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Clay Martin, City Attorney



## Florida Small Cities Community Development Block Grant (CDBG)

### Application for Funding

Applicant: City of Lake City  
(Name of Local Government)

- |   |   |
|---|---|
| <input type="checkbox"/> Commercial Revitalization              | <input type="checkbox"/> Housing Rehabilitation |
| <input checked="" type="checkbox"/> Neighborhood Revitalization | <input type="checkbox"/> Economic Development   |

Federal Fiscal Year 2023-24

Application Due Date: May 16, 2025

Mailing Address: FloridaCommerce  
Bureau of Small Cities and Rural Communities  
107 East Madison Street – MSC 400  
Tallahassee, Florida 32399-6508

Telephone: (850) 717-8405  
Fax: (850) 922-5609  
Web: <http://www.floridajobs.org/SmallCitiesCDBG>

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## Contents

Left click on the appropriate check boxes to indicate which parts of the application form are included in this application package.

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- ☒ Part 1 – General Information
- ☒ Part 2 – Application Profile and General Scoring Criteria (Required)
- ☐ Part 3 – Sources and Uses of Non-CDBG Funds
- ☐ Part 4 – Commercial Revitalization
- ☐ Part 5 – Economic Development
- ☐ Part 6 – Housing Rehabilitation
- ☒ Part 7 – Neighborhood Revitalization
- ☒ Part 8 – Certification and Score Summary (Required)
- ☒ Part 9 –Supporting Documentation (Required)
  - ☒ Appendix A: Maps (Required)
  - ☒ Appendix B: Local Governing Body's Resolutions for Signature Delegation and Application Submission (Required)
  - ☒ Appendix C: Comprehensive Plan Documents (Required)
  - ☒ Appendix D: Public Hearing/CATF Meeting Documentation (Required)
  - ☐ Appendix E: Leverage Documentation
  - ☐ Appendix F: Grant Application Preparation Cost Documentation
  - ☐ Appendix G: Readiness to Proceed Documentation
  - ☒ Appendix H: VLI/LMI Worksheets and Survey Documentation or Census Data and Maps
  - ☐ Appendix I: Documentation Related to Health and Safety Impact Score
  - ☐ Appendix J: Joint Agreements/Contingency Funding Documentation/Interlocal Agreements
  - ☐ Appendix K: Housing Assistance Plan (Required for all Housing Rehabilitation Applications)
  - ☐ Appendix L: Historic Preservation Documents
  - ☒ Appendix M: Special Designation Documentation
  - ☐ Appendix N: Documentation for Economic Development Applications
  - ☐ Appendix O: Documentation for Other Community Development Activities Score (Commercial Revitalization)
  - ☐ Appendix P: Documentation for Demolition of Vacant Dilapidated Structures (Commercial Revitalization)
  - ☐ Appendix Q: Local Government Minority Contracting and Fair Housing Score Documentation
  - ☐ Appendix R:

## Part 2 – Application Profile and General Scoring Criteria

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**Application Profile**  
**Table G-1**

**Local Government Contact Information:**

Local Government Name: City of Lake City		
Street Address: 205 N Marion Ave.		
Mailing Address (if different):		
City: Lake City	Zip Code: 32055	County: Columbia
Main Telephone: 386-752-2031	Main Facsimile: 386-758-5488	Federal ID Number: 59-6000352
DUNS Number: 020983110	Local Government's Name in DUNS: City of Lake City	

Chief Elected Official: Noah Walker	Title: Mayor
Telephone: 386-719-5756	Facsimile: 386-758-5488
E-mail Address: walkern@lcfla.com	

Local Government Financial Officer: Angela T Moore	Title: Finance Director
Telephone: 386-719-5844	Facsimile: 386-758-5488
E-mail Address: taylora@lcfla.com	

Local Government Project Contact: Dakota Braun	Title: Grant Program Specialist
Street Address: 205 N Marion Ave.	
City: Lake City	Zip Code: 32055
Direct Telephone: 386-719-5794	Facsimile: 386-758-5488
E-mail Address: braund@lcfla.com	

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<b>Application Preparer Information</b>		
Preparer's Name: Dakota Braun		Organization Preparing Application: <input checked="" type="checkbox"/> Local Government <input type="checkbox"/> Private Company <input type="checkbox"/> RPC
Street Address: 205 N Marion Ave.		
City: Lake City	State: FL	Zip Code: 32055
Telephone: 386-719-5794	Facsimile: 386-758-5488	
E-mail Address: braund@lcfla.com		
<b>Consultant Information</b>		
Consultant's Name:		<input type="checkbox"/> Private Company <input type="checkbox"/> RPC
Street Address:		
City:	State:	Zip Code:
Telephone:	E-mail Address:	
<b>Demographics</b>		
U.S. Congressional District Number: 2	Florida Senate District Number: 6	Florida House District Number: 10
Service Area Census Tract(s) and Block Group(s): (Block Group 4, Census Tract 1102.02) (Block Group 5, Census Tract 1103)		
<b>Application Type:</b> Indicate the application category. A completed application must include the appropriate section as listed below.		
<input type="checkbox"/> Commercial Revitalization (Part 4)	<input type="checkbox"/> Economic Development (Part 5)	
<input type="checkbox"/> Housing Rehabilitation (Part 6)	<input checked="" type="checkbox"/> Neighborhood Revitalization (Part 7)	

## Application Profile – Table G-1 (Continued)

<b>Citizen Participation – Public Hearings</b> Documentation of the citizen participation activities must be included in Appendix D of Part 9.	
List the date that the public notice for the first public hearing was published: 4/16/2025	List the date when the first public hearing was held: 4/22/2025
List the date that the public notice for the second public hearing was published: 4/30/2025	List the date when the second public hearing was held: 5/5/2025
<b>Subgrant Funding Request:</b> At the bottom of the column, enter the actual subgrant amount being requested.	
Subgrant Funds Being Requested: \$	

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Answer the following questions by clicking on the correct check box.		
<b>Historic Preservation</b> Will the project impact a building, public improvement or planned open space that is 50 or more years old? If yes, documentation must be provided in Appendix L of Part 9. (See instructions.)	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
<b>Interlocal Agreement</b> Will project activities require an interlocal agreement? If <b>yes</b> , the interlocal agreement(s) must be provided in Appendix J of Part 9. (See instructions.)	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
<b>State of Financial Emergency</b> Is the local government currently identified as being in a State of Financial Emergency pursuant to Section 218.50 – 218.504, Florida Statutes? Check at <a href="http://www.leg.state.fl.us/cgi-bin/View_Page.pl?File=financial-emergencies.cfm&amp;Directory=committees/joint/Jcla/&amp;Tab=committees">http://www.leg.state.fl.us/cgi-bin/View_Page.pl?File=financial-emergencies.cfm&amp;Directory=committees/joint/Jcla/&amp;Tab=committees</a>	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
<b>Grant Preparation Costs</b> The applicant may request subgrant funds for the cost of application preparation. See instructions if funds are requested. Does the applicant wish to request subgrant funds for the cost of application preparation? If yes, documentation must be included in Appendix F of Part 9. Amount: \$ _____	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
<b>National Flood Insurance Program</b> Is the applicant currently participating in the National Flood Insurance Program?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No

## Project Narrative — G-2

Describe the proposed project using the guidelines in the instructions. Specific directions for Commercial Revitalization and Economic Development application narratives can be found in the instructions. Use additional pages as needed.

The City of Lake City is applying for \$1,171,030 in CDBG-NR funds to repave approximately 0.6 miles of NE Martin Luther King Jr. Street, from NW Texas Ave. to NE Broadway Ave. in Lake City, Florida 32055. This residential 2-lane corridor serves as a primary access route for immediate residents and those in surrounding neighborhoods, facilitating daily commutes, emergency services, and local commerce. The Project has no portions located inside a flood-prone area, and it will meet Unaddressed Needs for predominantly low-moderate income (LMI) neighborhoods in underserved communities. The proposed improvements will directly address critical infrastructure needs, promote community stability, beautify surroundings, and enhance the quality of life for the residents of the service area.

### Proposed Activities:

Professional Engineering – Design, oversight, and construction inspection for road and sidewalk construction. \$234,206

Road Construction - Milling, resurfacing, and striping 3,168 LF of NE Martin Luther King Jr. Street. \$801,815

Sidewalk Construction – Remove & Replace approximately 1,400 LF of sidewalk along NE Martin Luther King Jr. Street. \$135,009

Road Construction Narrative: The pavement conditions along NE Martin Luther King Jr. Street have deteriorated due to age, weather, and heavy use, resulting in widespread cracking, potholes, and uneven road conditions. As the primary access point for homes, churches, and neighborhood services such as parks and recreation centers, the road's current condition restricts mobility, reduces emergency response efficiency, and detracts from neighborhood appearance. It is recommended that resurfacing would help prevent more costly rehabilitation in the future. \$801,815 has been allocated for this activity, providing 0.6 miles, or 3,168 LF, of resurfaced road.

This activity meets an unaddressed need for resurfacing deteriorating roads. The City of Lake City is requesting CDBG funding to help support the City's \$1.45 million road resurfacing budget. Due to the number of roads that need resurfacing, without the requested funds, this project, or others like it, would not be funded for possibly many years. With CDBG funds, construction is expected to start by April 2026 and be completed by August 2026. This activity meets the US HUD national objective by benefiting more than 51% LMI persons. 885 total beneficiaries, 494 being LMI.

Sidewalk Construction Narrative: The sidewalks on Martin Luther King Jr. Street are deteriorating, creating an unsightly appearance, and impeding walkability in the area. The City will remove and replace the most damaged sections of the sidewalks. \$135,009 has been allocated for this activity, providing approximately 1,400 LF of replaced sidewalk.

This will meet an unaddressed need to replace the deteriorating sidewalks. The City of Lake City is requesting CDBG funding to help support the City's \$50,000 sidewalk construction budget. Due to the interconnected nature of the two construction activities, the proposed start and end dates for this activity will closely follow the road construction, starting by approximately April 2026 and being completed by August 2026. This activity meets the US HUD national objective by benefiting more than 51% LMI persons. 885 total beneficiaries, 494 being LMI.

Service area: (Block Group 4, Census Tract 1102.02) LOWMOD\_PCT = 74.6%, Beneficiaries = 260. According to the US Department of Housing and Urban Development's census data, there is a significant majority of Low-Moderate income residents in this block group. The west side of Martin

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Luther King Jr. Street, the section most in need of repairs, goes through a densely populated part of this block group. Martin Luther King Jr. Street serves as a common route for these residents to the Annie Mattox Recreation Center, the New Bethel Missionary Baptist Church, and the Trinity United Methodist Church. However, in the interest of presenting the most accurate representation of beneficiaries for this project, only 40% of the block group's residents have been included as beneficiaries.

(Block Group 4, Census Tract 1103) LOWMOD\_PCT = 48%, Beneficiaries = 625. There is a slight minority of Low-Moderate income residents in this block group; residents have seen a significant improvement according to HUD's most recent LMISD data. The 2011-2015 data showed 82.17% Low-Moderate income residents. This improvement shows a clear upward trajectory that the city is continuing to foster with projects like resurfacing roads. The total service area has a beneficiary population of 885, a low-moderate income population of 494, and an LMI percentage of 55.8%.

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**General Scoring Criteria — Table G-3**

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<b>1. Community-Wide Needs Score (CWNS)</b> The CWNS for each non-entitlement local government is posted on the Department's website at: <a href="http://www.floridajobs.org/community-planning-and-development/assistance-for-governments-and-organizations/florida-small-cities-community-development-block-grant-program/downloads-and-information-for-applicants">http://www.floridajobs.org/community-planning-and-development/assistance-for-governments-and-organizations/florida-small-cities-community-development-block-grant-program/downloads-and-information-for-applicants</a> <b>(Transfer this score to line 1. of the Application Scoring Summary page – Part 8, page 4.)</b>		<b>Score:</b> <u>88.3</u>
<b>2. Special Designation Score</b> Check all applicable designations below and enter a score of 20 points if all CDBG activities will be conducted within any of the boundaries of the special designation areas checked. Documentation must be included in Appendix M of Part 9. (See instructions.) <b>(Transfer this score to line 3a. of the Application Scoring Summary page.)</b>		<b>Score:</b> <u>20</u>
<input checked="" type="checkbox"/> Rural Area of Opportunity (RAO)	<input type="checkbox"/> Rural Community as defined by §288.0656, F.S.	
<input type="checkbox"/> Area of Critical State Concern pursuant to §380.05, F.S.	<input type="checkbox"/> Florida Enterprise Zone pursuant to §290.0065, F.S.	
<b>3. Grant History Score:</b> If the applicant has not had an open CDBG contract in the NR, CR, or HR categories within five years of application deadline, claim 100 points. <b>(Transfer this score to line 3b. of the Application Scoring Summary page.)</b>		<b>Score:</b> <u>0</u>
<b>4. CATF Score:</b> The applicant can score a maximum of 10 points if it has appointed a Citizen Advisory Task Force (CATF) to provide input on all phases of the Small Cities CDBG Program process and the CATF met to discuss community needs and make recommendations to the local governing body before the application was drafted. The task force must be comprised of residents of the applying jurisdiction, and at least 51% of the members must be from LMI households. None of the members can be an elected official of the jurisdiction, and only one member can be an employee of the applicant. The CATF shall have at least five members, and at least 51% members must participate in the meeting to claim CATF points. Documentation must be included in Appendix D of Part 9. (See instructions.)		
<b>4a.</b> If the CATF met before the first public hearing was conducted and before a draft application was developed to discuss community needs and make recommendations to the local governing body as to the program area and activities that should be considered when drafting a Small Cities CDBG application, <b>score 10 points, or</b>  <b>4b.</b> If the CATF met before the notice for the second public hearing was published and before a draft application was finalized to make recommendations to the local governing body as to the program area and activities that should be included in its Small Cities CDBG application, <b>score 5 points.</b> <b>(Transfer this score to line 3c. of the Application Scoring Summary page.)</b>		<b>Score:</b> <u>0</u>
If applicable, list the date that the public notice for the CATF meeting was published:	If applicable, list the date when the CATF meeting was held:	

**General Scoring Criteria — Table G-3 (Continued)**

<b>5. Outstanding Performance in Equal Employment Opportunity (EEO)</b>						
<b>M/WBE Contracting:</b> The applicant may claim up to 20 points for achievement in Minority-/Women-Owned Business Enterprises (M/WBE) contracting in the most recent Small Cities CDBG subgrant that was administratively closed not more than four years before application deadline date. Review the M/WBE reports submitted to FloridaCommerce for that subgrant and enter a score based on the achievement reported.						
<b>Most Recent Administratively Closed Small Cities CDBG Contract Number:</b>						
Amount Awarded to M/WBE firms	÷	Total Prime Contracts Amount	X 100 =	M/WBE %		
<b>M/WBE %</b>	<b>Points</b>		<b>5a. M/WBE Contracting Score:</b>  <div style="text-align: center;"> 0  (Maximum 20 points) </div>			
0.0 – 4.99%	0					
5.0 – 14.99%	5					
15.0 – 19.99%	10					
20.0 – 24.99%	15					
25.00%+	20					
If the applicant has not administratively closed a Small Cities CDBG subgrant within four years of the application deadline date, score 5 points.						
<b>Local Government Minority Employment:</b> The applicant may claim up to 60 points for meeting minority employment goals. Complete the table below to calculate the applicant's percentage of minority employees. See instructions for calculations.						
Number of Permanent Full-time Equivalent Minority Applicant Employees	÷	Number of Permanent Full-time Equivalent Applicant Employees	=	Applicant's Percentage of Minority Employees		
72		246		29.2%		
Enter percentage of minorities in the applicant's county: 24.43%						
If the "Prorated 60 Points Score" is claimed, complete the following equation:						
Applicant's Percentage of Minority Employees	÷	Percentage of Minorities in Applicant's County	=	Applicant's Percentage of Minority Employees	X 60 =	Points Claimed
29.2%		24.43%		1.19		60

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**Outstanding Performance in EEO and Fair Housing (5a+5b+6c) Score:** 65  
(90 points maximum)

## Part 7 – Neighborhood Revitalization

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**CDBG Funds and Activity Goals — Table N-1**

A		B	C	D	E	F
1. Activity Number and Name (*Same points in the activity supported.)		Appropriate RUS Engineering Table	Enter CDBG Activity Funds	% Of CDBG Project Cost (Col. C ÷ Total of Col. C)	Goal Points	Activity Goal Score (D x E)
1	Acquisition (in support of )*	NA	\$		*	
3J	Fire Hydrants <sup>16**</sup>	Table II	\$		75	
3J	Fire Protection <sup>1</sup>	Table II	\$		75	
3I	Flood and Drainage <sup>2</sup>	Table II	\$		90	
3I	Hazard Mitigation Activities <sup>3</sup>	Table II	\$		50	
4A	Housing Rehabilitation – Plumbing <sup>4</sup>	NA	\$		60	
3F	Parks, Playgrounds <sup>5</sup>	Table II	\$		65	
3L	Pedestrian Malls/Sidewalks <sup>6</sup>	Table II	\$135,009	11.5%	80	9
3E	Recreation/Neighborhood Center	Table II	\$		70	
8	Relocation	NA	\$		35	
0	Removal of Architectural Barriers <sup>7</sup>	Table II	\$		50	
3A	Senior Center	Table II	\$		70	
3C	Temporary Shelters <sup>11</sup>	Table II	\$		70	
3J	New Sewage Treatment Plant	Table I	\$		110	
3J	Sewage Treatment Plant Upgrades	Table I	\$		85	
3J	New Sewer Lines & Components <sup>8</sup>	Table I	\$		110	
3J	Sewer Line Replacement <sup>9</sup>	Table I	\$		85	
03J	Sewer Hookups <sup>10</sup>	Table I	\$		110	
03J	Solid Waste Disposal	Table II	\$		25	
03K	Street Improvements – New Paving <sup>12</sup>	Table II	\$		85	
03K	Street Improvements – Repaving <sup>13</sup>	Table II	\$801,815	68.5%	70	48

\*Same points as the activity it supports.

\*\*The numbered activity footnotes are located on page 22 of the Neighborhood Revitalization Instructions.

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**CDBG Funds and Activity Goals – Table N-1 (Continued)**

A		B	C	D	E	F
1. Activity Number and Name (*Same points in the activity supported.)		Appropriate RUS Engineering Table	Enter CDBG Activity Funds	% of CDBG Project Cost (Col. C ÷ Total CDBG Project Cost)	Goal Points	Activity Goal Score (D x E)
3J	Water Hookups <sup>14</sup>	Table II	\$		110	
3J	Water Lines, New – Potable <sup>15</sup>	Table II	\$		110	
3J	Water Line Replacement <sup>9</sup>	Table II	\$		85	
3J	New Water Tank/Well/Treatment Plant <sup>6</sup>	Table I	\$		110	
3J	Water Tank/Well/Treatment Plant Improvements <sup>6</sup>	Table I	\$		85	
3M	Child Care Center	Table II	\$		70	
3P	Health Facility	Table II	\$		70	
			\$		25	
			\$		25	
2. Add Column C (from both pages) to get the Total CDBG Project Cost:			\$936,824			
3. Add the Activity Goal Scores in Column F (from both pages) to get the Total Activity Goal Score: <u>57</u> ( <u>110</u> Point Maximum)						
. Indicate the Appropriate RUS Used and Enter Engineering Funds:			RUS Table Used: <input type="checkbox"/> I <input type="checkbox"/> II <input checked="" type="checkbox"/> Both Prorated			
a. Basic Fee	\$140,524					
b. Resident Inspection Fee	\$					
4c. Preliminary Engineering Fee	\$					
4d. Additional Engineering Services:	\$93,682	Construction Inspection (CEI)				
5. Total the CDBG Engineering Fees (4a+4b+4c+4d):		\$234,206				
6. Enter CDBG Administrative Cost:		\$0				
7. Total the CDBG Funds Requested (2+5+6):		\$1,171,030				

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**Addressed Needs – CDBG Activities and Beneficiaries**  
**Table N-2a**

Census or survey data must be compiled to complete this and the remainder of the application forms.

A		B	C	D	E	F
Activity Number and Name		Enter # of Addressed CDBG Units	Enter # of VLI Beneficiaries ≤ 30% AMI	Enter # of LI Beneficiaries 30.01-50% AMI	Enter # of MI Beneficiaries 50.01-80% AMI	Enter # of Total CDBG Beneficiaries
01	Acquisition (in support of )					
03J	Fire Hydrants					
03J	Fire Protection					
03I	Flood and Drainage					
03I	Hazard Mitigation Activities					
14A	Housing Rehabilitation – Plumbing					
03F	Parks, Playgrounds					
03L	Pedestrian Malls/Sidewalks					
03E	Recreation/Neighborhood Center					
08	Relocation					
14E	Removal of Architectural Barriers					
03A	Senior Center					
03C	Temporary Shelters <sup>11</sup>					
03J	Sewage Treatment Plant					
03J	New Sewer Lines & Components					

(Use the following units of measure in Column B: Barriers, Buildings, Homes, Hydrants, Lift Stations (LS), Linear Feet (LF), Plants, Sites, Tanks, Wells, and Units.)

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RESOLUTION**

**NOT FOR  
EXECUTION**

**Addressed Needs – Activities and Beneficiaries**  
**Table N-2a (Continued)**

**EXHIBIT TO  
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NOT FOR  
EXECUTION**

A		B	C	D	E	F
Activity Number and Name		Enter # of Addressed CDBG Units	Enter # of VLI Beneficiaries ≤ 30% AMI	Enter # of LI Beneficiaries 30.01-50% AMI	Enter # of MI Beneficiaries 50.01-80% AMI	Enter # of Total CDBG Beneficiaries
03J	Sewer Line Replacement					
03J	Sewer Hookups <sup>10</sup> (Beneficiaries calculated by Households)					
03J	Solid Waste Disposal					
03K	Street Improvements – New Paving <sup>12</sup>					
03K	Street Improvements – Repaving <sup>13</sup>					
03	Utility Hookups – Other (Beneficiaries calculated by Households)					
03J	Water Hookups <sup>14</sup> (Beneficiaries calculated by Households)					
03J	Water Lines, New – Potable <sup>15</sup>					
03J	Water Line Replacement <sup>9</sup>					
03J	New Water Tank/Well/Treatment Plant <sup>6</sup>					
03J	Water Tank/Well/Treatment Plant Improvements <sup>6</sup>					
03M	Child Care Center					
03P	Health Facility					

**Unaddressed Needs – Activities and Beneficiaries**  
**Table N-2b**

Census or survey data must be compiled to complete this and the remainder of the application forms.

A		B	C	D	E	F
Activity Number and Name		Enter # of Unaddressed CDBG Units	Enter # of VLI Beneficiaries ≤ 30% AMI	Enter # of LI Beneficiaries 30.01-50% AMI	Enter # of MI Beneficiaries 50.01-80% AMI	Enter # of Total CDBG Beneficiaries
01	Acquisition (in support of )					
03J	Fire Hydrants					
03J	Fire Protection					
03I	Flood and Drainage					
03I	Hazard Mitigation Activities					
14A	Housing Rehabilitation – Plumbing					
03F	Parks, Playgrounds					
03L	Pedestrian Malls/Sidewalks	1,400 LF	151	51	292	885
03E	Recreation/Neighborhood Center					
08	Relocation					
14E	Removal of Architectural Barriers					
03A	Senior Center					
03C	Temporary Shelters <sup>11</sup>					
03J	Sewage Treatment Plant					
03J	Sewer Lines & Components					

(Use the following units of measure in Column B: Barriers, Buildings, Homes, Hydrants, Lift Stations (LS), Linear Feet (LF), Plants, Sites, Tanks, Wells, and Units.)

**Table N-2b (Continued)**

**EXHIBIT TO  
RESOLUTION  
  
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EXECUTION**

A		B	C	D	E	F
Activity Number and Name		Enter # of Unaddressed CDBG Units	Enter # of VLI Beneficiaries ≤ 30% AMI	Enter # of LI Beneficiaries 30.01-50% AMI	Enter # of MI Beneficiaries 50.01-80% AMI	Enter # of Total CDBG Beneficiaries
03J	Sewer Line Replacement					
03J	Sewer Hookups <sup>10</sup> (Beneficiaries calculated by Households)					
03J	Solid Waste Disposal					
03K	Street Improvements <sup>12</sup>					
03K	Street Improvements – Repaving <sup>13</sup>	4,488 LF	151	51	292	885
03	Utility Hookups – Other (Beneficiaries calculated by Households)					
03J	Water Hookups <sup>14</sup> (Beneficiaries calculated by Households)					
03J	Water Lines, New – Potable <sup>15</sup>					
03J	Water Line Replacement <sup>9</sup>					
03J	New Water Tank/Well Treatment Plant <sup>6</sup>					
03J	Water Tank/Well/Treatment Plant Improvements <sup>6</sup>					
03M	Child Care Center					
03P	Health Facility					



**Beneficiary Verification Summary by Service Area**  
**Table N-3**

EXHIBIT TO RESOLUTION                NOT FOR EXECUTION	A	B	C	D	E	F	G	H	I	J
	Enter Service Area Benefit Survey Method*	Enter Activities to be Completed in Each Service Area (Use More than One Line for Multiple Activities)	Enter Total # of Households (HH in the Service Area (Universe-Col. H)	Enter Total # of Responses Required	Enter Total # of Households Responding to the Survey	Enter Total # of VLI Beneficiaries	Enter Total # of LMI Beneficiaries	Enter Total # of All Beneficiaries	Calculate Percent of VLI Benefit (F ÷ H)	Calculate Percent of LMI Benefit (G ÷ H)
	1/C	Street Improvements – Repaving	194			151	494	885	17.1%	55.8%
	1/C	Sidewalks	194			151	494	885	17.1%	55.8%
									%	%
									%	%
									%	%
									%	%
									%	%
									%	%
									%	%
									%	%
									%	%
									%	%
									%	%

\* A= Random Sample, B=Small Service Area, C=Census, D= Survey from previous application, not more than five years old, where the service area is identical to the one in the previously submitted application. If a random survey was conducted, include as an appendix a description of the methodology which describes the basis of the universe, the confidence interval selected, and the procedures used to contact the initial sample before surveying an alternate. The sample and alternates must be selected from a random number generator website (such as random.org) and a print out of those numbers included in the appendix.

**NOT FOR  
EXECUTION**

9

## Readiness to Proceed Score

If biddable construction plans and specifications for all “addressed need” activities have been completed, and permit applications for all infrastructure activities have been submitted to the applicable permitting agencies no later than application deadline, the applicant can claim 50 points. Otherwise, score zero points.

The following documentation must be included in Appendix G of the application when it is submitted to the Department:

- 1) A letter from the engineer or architect who prepared the construction plans and specifications, addressed to the chief elected officer of the applicant, certifying the following:
  - that the signed, sealed and dated plans and specifications are complete,
  - that the bid documentation, including the plans and specifications, provided with the application contains all of the information that a contractor would need to bid on the project, except for the Davis-Bacon wage decision(s) and the CDGB Supplemental Conditions, and
  - that applications have been submitted for all permits that are required to begin construction on the infrastructure activities included in the application. (If the only permitting agency is the applicant local government, the engineer shall certify that the applicant is the only agency from which a permit is required. If no permits are required for the project, the engineer shall certify to that effect.)
- 2) A signed and sealed copy of the plans and specifications, plus all necessary bid documents, except for the Davis-Bacon wage decision(s); the local government’s list of minority/women business enterprises, and the CDBG Supplemental Conditions;
- 3) Documentation that all required infrastructure permit applications were submitted to the appropriate agency(ies). (Receipts from UPS or the U.S. Postal Service, email or letter from permitting agency(ies) saying that the permit applications had been received.)
- 4) Deficiencies in these submissions identified during FloridaCommerce’s review of the application can be cured. However, the local government must provide curing documentation no later than the end of the “completeness period” that verifies that the plans and specifications were completed prior to the application deadline and that all required applications for permitting were submitted to the appropriate permitting agencies prior to the application deadline or the points claimed here will be reduced to zero.

**Readiness to Proceed Score:** 0 (50 Points Maximum)

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## Health and Safety Score — Table N-5

Enter the appropriate Health and Safety Impact score. Documentation for points claimed must be included in Part 9, Appendix I. Scoring options are as follows:

**Option A:** A total of 75 points can be claimed if the local government can document all of the following:

- The proposed activity will be in one or more of the service areas. Activities outside a service area may only count for scoring pursuant to Chapter 73C-23, F.A.C., and
- The activity to be paid for with CDBG funds will correct the deficiencies specified in an existing enforcement action (administrative order, consent order, judicial proceeding or order by a state or federal agency). Activities conducted in lieu of fines do not qualify.

All CDBG-funded construction activities must meet the requirements of this option to claim the full 75 points.

**Option B:** A total of 65 points can be claimed if the activity will provide first-time sewer or drinking water service to a service area, that a state or local agency says could have health and safety issues associated with septic tanks or other contamination sources. All CDBG-funded construction activities must meet the requirements of this option to claim the full 65 points.

**Option C:** A total of 35 points can be claimed if the local government can document all of the following:

- An activity proposed to be addressed with CDBG funds has been the subject of a Federal Emergency Management Agency (FEMA) Damage Survey Report (DSR) or Project Worksheet prepared for and submitted to FEMA for review and approval and was prepared at least 30 days but no more than 30 months before the application deadline, and
- The FEMA Damage Survey Report, Data Sheet or Project Worksheet was prepared in response to a federally declared natural disaster, declared before the application deadline. An engineer's written statement that the proposed CDBG activity will prevent the recurrence of the damage specified in the FEMA Damage Survey Report, Data Sheet or Project Worksheet must be provided.

All CDBG-funded construction activities must meet the requirements of this option to claim the full 35 points

**Option D:** A total of 45 points can be claimed if the local government can document all of the following:

1. An activity to be addressed with CDBG funds was cited, in writing, by a State or Federal Regulatory Agency, before the application deadline;
2. The citation states a violation of state or federal statutes, rules, or regulations that affect the health and/or safety of the local government's citizenry; and
3. The citation was issued to the local government and includes the following:
  - the statutory or regulatory basis for the citation,
  - a description or reference to the corrective action that the regulatory agency requires, and
  - if a specific citation form, document, or process exists by State Rule or Federal Regulation, that form, document or process must be used.

All CDBG-funded construction activities must meet the requirements of this option to claim the full 45 points.

This option shall be used for work required by a regulatory agency's inspection report that meets 1-3 above, but has not risen to the level of enforcement action described in Option A.

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### Health and Safety Score — Table N-5 (Continued)

**Option E:** A portion of the 75, 65, 35 or 45 points can be claimed if the local government documents that some activities meet the above criteria. If this option is selected, use the formula to calculate proportional points.

- e. If CDBG funds will be expended for activities that meet the criteria for more than one option, points shall be prorated for each option and then totaled together, but the total score claimed shall not exceed 50 points.

Please note that CDBG funds cannot be used to pay fines or civil penalties related to enforcement actions. Also, Health and Safety points cannot be claimed for a project that is being undertaken in lieu of fines and penalties related to enforcement actions. Health and Safety Points cannot be claimed to address the same deficiency/citation that was used to obtain funding in a previous CDBG subgrant.

If Option E was selected, complete the following equation:

Enter the cost of activities subject to A, B, C, or D		Enter the CDBG Project Cost (not including Engineering or Admin. Costs)		Enter the result (%) as a four-digit decimal		Enter the Appropriate Multiplier (75, 65, 35 or 45)		Option E Score
\$	÷	\$	=		x		=	
Check the Health and Safety Score being claimed.		<input type="checkbox"/> Option A. (75 Points)	<input type="checkbox"/> Option B. (65 Points)	<input type="checkbox"/> Option C. (35 Points)	<input type="checkbox"/> Option D. (45 Points)	<input type="checkbox"/> Option E. (Prorated)	<input type="checkbox"/> N/A	

Enter the Health and Safety Score:     0      
(75 Points Maximum)

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NOT FOR  
EXECUTION**

Calculating the Category Summary Score	
Scores	Type of Score
57	Total Activity Goal Score (from page 3)
10	+ Unduplicated VLI Beneficiary Percentage Score (from page 9)
50	+ Unduplicated LMI Beneficiary Percentage Score (from page 9)
30	+ Cost per Unduplicated LMI Beneficiary Score (from page 9)
85	+ Cost per Unduplicated LMI Household Score (from page 9)
0	+ Readiness to Proceed Score (from page 10)
0	+ Health and Safety Score (from page 12)
232	= Category Summary Score (505 Points Maximum)

**Category Summary Score: 232**  
(505 Points Maximum)

## Part 8 – Certification and Score Summary

**EXHIBIT TO  
RESOLUTION**

**NOT FOR  
EXECUTION**

*I, the undersigned chief elected official or authorized representative of the Applicant, certify that, to the best of my knowledge, this Florida Small Cities Community Development Block Grant Application for Funding was prepared in accordance with state and federal rules and regulations, contains information that is true and correct, and has been approved by the local governing body.*

I also certify that the Applicant:

Has met all citizen participation requirements contained in Chapter 73C-23, Florida Administrative Code:

Following public notice, hearings were conducted by a member of the local governing body or a duly authorized employee;

- The first public hearing was conducted to obtain citizen views about community development needs and potential uses of CDBG funding;
- The notice for the second public hearing was published following the first public hearing. The notice included a summary of the activities that would be conducted with CDBG funds, the specific locations where those activities would take place, a line item budget, and the time and place where a copy of the draft application would be available for review; and
- A second public hearing was conducted to obtain citizen comments on the CDBG application prior to submission.

2. Has properly conducted surveys of service areas to document LMI benefit, if applicable.
3. Will not attempt to recover, through special assessments, capital costs of public improvements funded in whole or in part with CDBG funds.
4. Will ensure that upon completion of housing structures addressed with CDBG funds, each housing structure will meet the local housing code.
5. Will administer the subgrant in conformity with the Civil Rights Act of 1964 and the Fair Housing Act.
6. Will affirmatively further fair housing and undertake one fair housing activity each quarter.
7. Has adopted or will adopt a Community Development Plan or has adopted the Local Comprehensive Plan as its Community Development Plan.
8. Will adopt an Anti-Displacement and Relocation Policy and will minimize the displacement of persons.
9. Has presented accurate information and has documentation on file and readily accessible to the Department of Commerce.
10. Has authorized the submission of this application by vote of the local governing body.
11. Will adopt a CDBG Procurement Policy that conforms to 2 CFR 200.317 – 200.326, Sections 255.0525 and 287.055, Florida Statutes, and Rule 73C-23.0051(4), Florida Administrative Code.
12. Has implemented a financial management system that complies with Section 218.33, Florida Statutes, and 2 CFR 200.302.

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13. Will complete a self-evaluation of its facilities related to the Americans with Disabilities Act and adopt a Transition Plan, if applicable.
14. Will meet a National Objective for each funded activity other than administration and engineering prior to the administrative closeout of the subgrant.

**EXHIBIT TO  
RESOLUTION**

**Signature of Chief Elected Official or Designee**

Signature: \_\_\_\_\_

*Noah Walker*

Typed Name and Title: Noah Walker, Mayor

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

*5/5/2025*

If signed by a person other than the chief elected official, a copy of the resolution authorizing the person to sign the application must be included in Appendix B.

**NOT FOR  
EXECUTION**

**Signature of Application Preparer if not an employee of the Local Government**

Signature: \_\_\_\_\_

Typed Name and Title: \_\_\_\_\_

Name of Firm or Agency: \_\_\_\_\_

## Application Scoring Summary

This form is the Applicant's evaluation of the application score. Use the "scores" identified in the application to complete this form when you have finished filling out the application. Enter the scores or other information in the appropriate columns. When all of the scores have been transferred to this form, add the scores and enter the total.

<b>Applicant Name:</b> City of Lake City				(For FloridaCommerce Use Only) Application Number: _____		
<b>Enter Type of Application:</b> <input type="checkbox"/> <b>Commercial Revitalization</b> <input type="checkbox"/> <b>Economic Development</b> <input type="checkbox"/> <b>Housing Rehabilitation</b> <input checked="" type="checkbox"/> <b>Neighborhood Revitalization</b>						
<b>Title/Score</b>	<b>Part</b>	<b>Page</b>	<b>CR</b>	<b>ED</b>	<b>HR</b>	<b>NR</b>
1. Community-Wide Needs Score (250 Points Maximum)						88.3
2. Outstanding Performance in Equal Employment Opportunity and Fair Housing (90 points maximum)						65
3. Program Impact:						
3a. Special Designation Score (20 Points Maximum)						20
3b. Grant History Score (100 Points Maximum)						0
3c. CATF Score (10 Points Maximum)						0
3d. Leverage (25 Points Maximum for CR, NR and HR) (125 Points Maximum for ED)						0
3e. Category Summary Score						232
3f. Total Program Impact Score (3a+3b+3c+3d+3e) (660 Points Maximum)						<b>252</b>
4. <b>Total Application Score</b> (1+2+3f) (1000 Points Maximum)						405.3
Less Penalties Assessed (For FloridaCommerce Use Only)						
Final Score (For FloridaCommerce Use Only)						

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## Part 9 –Supporting Documentation

**EXHIBIT TO  
RESOLUTION**

**NOT FOR  
EXECUTION**

Place all supporting documentation in this section. Separate the documents with a titled tab or titled colored paper. Include only those appendices that are required for the application.

Appendix	Title
A	Maps (Required)
B	Local Governing Body's Resolutions for Signature Delegation and Application Submission (Required)
C	Comprehensive Plan Documents (Required)
D	Public Hearing/CATF Documentation (Required)
E	<del>Leverage Documentation</del>
F	<del>Grant Application Preparation Cost Documentation</del>
G	<del>Readiness to Proceed Documentation</del>
H	VLI/LMI Worksheets and Survey Documentation or Census Data and Maps
I	<del>Documentation Related to Health and Safety Impact Score</del>
J	<del>Joint Agreements, Contingency Funding Documentation and/or Interlocal Agreements</del>
K	<del>Housing Assistance Plan (Required for all Housing Rehabilitation Applications)</del>
L	<del>Historic Preservation Documents</del>
M	Special Designation Documentation
N	<del>Documentation for Economic Development Applications</del>
O	<del>Documentation for Other Community Development Activities Score (Commercial Revitalization)</del>
P	<del>Documentation for Demolition of Vacant Dilapidated Structures (Commercial Revitalization)</del>
Q	Local Government Minority Contracting and Fair Housing Score Documentation
R	Commercial Rehabilitation Policy (Required for all Commercial Revitalization Applications that will utilize CDBG funds to rehabilitate commercial buildings)
S	

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RESOLUTION

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**File Attachments for Item:**

10. Discussion and Possible Action - Michael Cavendish, Cavendish Partners - Second Legal Opinion on a matter involving a final employment payment made to departing City Manager Paul Dyal (Mayor Noah Walker)



**LEGAL OPINION: SUPPLEMENT**  
**TO THE CITY COUNCIL OF LAKE CITY, FLORIDA**

PREPARED BY MICHAEL CAVENDISH, Esq. | April 15, 2025

**I. Overview of Opinion**

The legal opinion prepared by this office concerning Paul Dyal's separation from his employment with Lake City included the following findings:

- A Separation Agreement between the City and Mr. Dyal, in its final executed form, which included an agreement to pay him 16-weeks of salary, post-employment, was never presented to or voted approved by the City Council.
- While the City Council never exercised its authority to approve the 16-week payment, the payment was actually issued by the City Finance Department.
- Under the legal doctrine of *ultra vires*, this error renders the 16-week salary payment term in the Separation Agreement invalid, and void, unless the City Council's lack of approval is cured or ratified by new action by the Council approving the payment.

After the legal opinion was completed but before it was delivered to the City, the City Council enacted Resolution 2024-131 on November 4, 2024.

We have been asked to provide a further opinion, as a supplement to our delivered legal opinion, as to whether Resolution 2024-131 cured the *ultra vires* condition of the agreement within the Separation Agreement to pay Mr. Dyal 16 weeks of salary, post-employment.

## **II. Revisiting the City Code of Ordinances**

In our delivered legal opinion, we described the following parts of the Lake City Code:

The Code vests with the City Council the power and authority to set the salary of a City officer or City employee. City Code Sec. 1-12(4).

Code Section 2-354, entitled “Budget amendment procedure,” empowers the Finance Director of the City to spend monies that are re-allocated, e.g., that are available but not budgeted or planned for as to their usage, but not for the purpose of the payment of salary. City Code Sec. 2-354(e).

Because the City Finance Director is not empowered to reallocate funds to pay salary expenses, the remaining permissible method of using available annual budget funds to pay, in reallocation, an expense of salary, is to obtain a voted City Council resolution authorizing a reallocation to salary. City Code Sec. 2-354(g).

City Code Section 2-382, entitled “Procedure,” pertains to the settlement or payment of employment claims against the City, and provides that any cash settlement of an employment claim exceeding \$5,000 in value must be “approved by the [City Council].”

Finally, Section 2-354(f) of the City Code provision on budget procedure directs the City Finance Director and City Manager to, each quarter, report to the City Council any budget transfers or reappropriations they have made pursuant to 2-354(e) (which authorizes these officials to make non-salary and non-capex budget reallocations, administratively).

## **III. Revisiting the Employment Agreement Between Mr. Dyal and the City**

In our delivered legal opinion, we found that from a legal construction of Section 7 and Section 8 of the Employment Agreement between the City and Mr. Dyal, there was not an indication that the City, at the time that Dyal’s hiring and contract terms were voted approved by the City Council, agreed to pay Mr. Dyal a 16-weeks salary payment, post-employment, if his employment separation was caused by his voluntary resignation.

We also found that as a matter of the City’s Code, the City Council had the authority to, taking up the matter in a meeting and putting it to a vote as part of its legislative process, approve such a payment of 16 weeks of salary, post-employment. Were the Council to do

so, and were the Council to vote approval of such payment, it would be a legislative act setting or creating an item of executive compensation beyond what was strictly agreed to in the Employment Agreement. And, because the Separation Agreement included ‘release of claims’ terms, it would also be a legislative act settling an employment claim by obtaining a release and waiver from the employee of ‘any’ possible claims.

We also found, as a matter of fact, that the Separation Agreement was not presented to the City Council or approved by a vote of Council, before it was executed and before the 16-week post-employment sum was paid to Mr. Dyal.

#### **IV. Defining the Question: Whether a Retroactive Approval Has Occurred**

The City’s further question in need of legal opinion is, was Resolution 2024-131 a retroactive approval of the 16-week sum paid to Mr. Dyal, post-employment, and an approval of the Separation Agreement that included the payment and a ‘release of claims’ as contract terms?

#### **V. Relevant Facts Concerning Resolution 2024-131**

Within the State of Florida’s uniform regulation of municipal finances, the statute that requires certain notices of annual budgets and amendments to annual budgets is Section 166.241, Florida Statutes.

Subsection (8) of Section 166.241 sets forth the procedural requirements for establishing an increased or decreased appropriation that will amend a City’s previously announced annual budget. Because the Dyal post-employment payment was not, as our delivered opinion found, budgeted for in the City’s annual budget, and because of the provisions of the City Code that require voted approval of budget changes paid as salary, or as employment claims releases with payments exceeding \$5,000, subsection 8(c) of Section 166.241 applies, and directs that a budget amendment must be adopted in the same manner as the budget itself was.

Subsection (9) of Section 166.241 requires that notice of an adopted budget amendment be posted on a City’s public website within five (5) days after the date of adoption.



The minutes of the City Council meeting of November 4, 2024 state that Resolution 2024-131 was presented as a ‘consent agenda’ item. The Resolution was approved on the consent agenda, along with the approval of old Council meeting minutes, by a motion, and second, and a voice vote, with the minutes reflecting no discussion of any of the Resolution’s contents.

The portion of Resolution 2024-131 that pertains to the Dyal separation of employment matter is the first entry on the Resolution’s attached Exhibit A. This first item states in full:

**GENERAL FUND - 001**

TO	001.02.512-010.12	Personnel Services Salary	\$	114,500.00
FROM	001.15.541-010.12	Personnel Services Salary	\$	114,500.00

**CM severance payout was not budgeted. It was paid due to signed appendix A of the contract.**

Our questions presented to City staff familiar with the presentment of the Resolution suggest that the bold text at the bottom of the item was added to the Resolution’s Exhibit by the City Finance Department.

In preparing this supplement to our delivered legal opinion, we look at the nature of Resolution 2024-131 as a whole record, and at the nature of the bold text from this Exhibit A line entry, as a particular item of language.

*The nature of Resolution 2024-131 as whole*

Florida statutory law authorizes local governments to enact legislative items of law as “ordinances” and as “resolutions.” Fla. Stat. § 166.041(1)(a)+(b).

A baseline requirement within Florida’s statutory authorization of local ordinances and resolutions is what is called the ‘single subject rule.’ According to Section 166.041(2), Florida Statutes, the legal requirement for validity is that “each ordinance or resolution shall be introduced in writing and shall embrace but one subject and matters properly connected therewith.” Fla. Stat. § 166.041(2).

The single subject rule requires that in analyzing Resolution 2024-131 to determine the Council's legislative intent in enacting it, for the Resolution to be valid, it must be construed as adhering to one subject only.

On the face of the Resolution, that single subject is the City's annual budget. While the Exhibit A attached to the Resolution reports a list of varied expenditures, with an identifying explanation of what each expenditure is, the intent of the Resolution and its subject is to acknowledge changes from the planned budget that various contingencies caused the City to make expenditures towards.

And if, as seems necessary, the single subject is the budget, it cannot also be a substantive examination of, agreement upon, the making of new or revised findings about, or the retroactive ratification of, any of the contingencies or conditions that underly the reported line entries on its Exhibit A, including the line entry about the Dyal payment excerpted above.

If the line entry concerning the Dyal payment excerpted above were proposed as the subject of this Resolution, such that the proposer might suggest that the intent and purpose of the Resolution was to retroactively authorize, accept, ratify, or approve the payment of 16 weeks of salary to Dyal, post-employment, then the entire Resolution would very likely be pushed into invalidity, due to a violation of the single subject rule, since another subject of the Resolution would be, inescapably, the City's overall annual budget.

As an aside, the same Florida statutory framework that governs what an ordinance or resolution can do or not do also requires certain notices to the public. Municipal budget amendment laws are required to be posted to a city's public website within five (5) days of passage. Fla. Stat. §166.241(9). Our questions presented to City staff familiar with the presentment of the Resolution suggest that Resolution 2024-131 *was not* posted on the City's website after passage, as Section 166.241(9), Florida Statutes, directs. We are advised that Resolution 2024-131 was first posted on the City's website on April 2, 2025.

*The nature of the bold text contained in the Exhibit A line entry concerning the Dyal payment*

Our delivered legal opinion acknowledged that the Separation Agreement included text at its top that styled it as a “Appendix” to the Employment Agreement, but also implicitly found that, because the executed Separation Agreement contained a difference in material terms (as to the matter of payment after a voluntary resignation) from the same portion of a draft, unexecuted version of the same contract form that was included in the Council meeting agenda packet on the date of Dyal’s hiring, a court reviewing the matter would likely reject the label of “appendix,” a term which connotes an exhibit that two parties attach or append to an executed contract and which is not thereafter modified, and would instead view the Separation Agreement as a freestanding agreement executed 10 months after the Employment Agreement, and containing at least one materially different contract term from prior circulated drafts.

With this in mind, viewing the bold text included in the Dyal budget amendment item shown above, there are two reasonable interpretations of the intent of the language, as it was presented to Council as a consent agenda item showing proposed budget re-allocations prepared for compliance with Section 166.241 (giving public notice of amended city budgets).

The first reasonable interpretation is that the language is the Finance Department reporting to the Council that

*[City Manager’s] severance payout was not budgeted. It was paid [by the Finance Department][because we believed that] signed Appendix A of the contract required it.*

This interpretation would be consistent with the Finance Department’s role at Section 2-354(f) of the City Code provision on budget amendments, discussed above, to report to Council quarterly on reallocated budget monies.

The second reasonable interpretation is that the language is the Finance Department suggesting to Council a factual and legal conclusion as to what the Separation Agreement required the City to do, which is pay a certain sum to Mr. Dyal, post-employment.

However, when each of these two reasonable interpretations is viewed against the backdrop of the nature of the Resolution as a whole, and the requirement that it adhere to the statewide single subject rule, then only the first interpretation remains reasonable, a report of detail on a line item forming part of a changed annual budget expenditure.

## **VI. The Florida Supreme Court’s *Frankenmuth* Opinion, and the Law of Retroactive Approvals of Contracts**

In legal, contractual terms, the common law word for the retroactive approval of an existing, executed contract in way that renders the approver bound to the existing contract in some way is *ratification*.

The Florida Supreme Court opinion in *Frankenmuth v. Magaha*, 765 So. 2d 1012 (Fla. 2000) offers authoritative guidance as to under what circumstances action by a local government council or commission amounts to a ratification of a previously-executed written contract.

The Florida Supreme Court’s guidance in *Frankenmuth* boils down to this; for a body like the City Council of Lake City, Florida to ratify a previously executed but never approved contract, two conditions must be present, (1) the authority to make and approve the contract in the first place must exist, and (2) the approval must be done in the same manner as formal authorization or approval would have occurred had the initial oversight or absence of approval never existed. *Frankenmuth*, 769 So. 2d at 1022-23.

## **VII. Conclusion: Applying the Law to the Facts About the Resolution**

We have already seen that the single subject rule counsels that, to ensure compliance and the validity of an ordinance or resolution on the matter, the Council would likely have considered the Dyal payment as a standalone item. This indication speaks to the first part of the *Frankenmuth* test; how would the Council have considered the matter in a valid exercise of authority?

As to Resolution 2024-131, the second part of the *Frankenmuth* test asks “would the City Council consider and approve, possibly for the first time in recent memory, a payment of 16 weeks worth of severance pay to a voluntarily-resigning City executive, by placing the matter as a line item within a larger group of line items in a budget amendment resolution, or, would the Council have considered the matter as a standalone item?”

Looking at factors such as the precedential nature of the matter of paying severance against voluntary resignations, the sum of money involved, and the need to satisfy the Code-driven approval of a payment that is tied to contract language that settles any employment claims between Mr. Dyal and the City (the release language in the Separation Agreement), the probability that the Council would have, and would have needed to, consider the matter on a standalone basis, seems to only increase.

A review of the City Council’s published meeting agendas during a sample period of 2022-2024 suggests to us that the presentment of a resolution proposing to retroactively approve the 16-week payment to Mr. Dyal and the related aspects of the Separation Agreement would not have been placed on a consent agenda, but would have been placed within “New Business / Resolutions” in a manner similar to this sample excerpt taken from the Council’s May 1, 2023 meeting agenda:

**New Business**

Ordinances - None

Resolutions

7. City Council Resolution No. 2023-047 - 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 North Florida Professional Services, Inc., providing for engineering services related to the resurfacing of SW Grandview Street; providing for a payment for the professional services at a cost not to exceed \$72,900.00; and providing an effective date.
8. City Council Resolution No. 2023-048 - A resolution of the City Council of the City of Lake City, Florida, authorizing the execution and submission of the application for Federal Assistance for FY 2023 NP Entitlement Grant

The City Council, in other words, within its regular legislative operation, typically considers the matter of an approval of a contract as a freestanding resolution, as “new business,” and as the part of the meeting agenda that features discussion, deliberation, and comment.

We cannot foreclose the possibility that some argument can be made that Resolution 2024-131 was intended by the City Council to be a single subject-compliant group approval of all exhibited line entries on its attached Exhibit A.

However, given the answers to the questions asked by second part of the *Frankenmuth* test (how would Council have done it, had it done it, had the matter not been overlooked, the first time around?), discussed above, and given that construction of an item of passed legislation is to be done in a manner that keeps the item as lawful, valid, and constitutional, while adhering to the plain meaning of what the statute states that it is doing, in plain language, see *Stroemel v. Columbia County*, 930 So. 2d 742, 745-46 (Fla. 1st DCA 2006), we anticipate that a court reviewing the Resolution would decide that:

- 1) 2024-131 was an ordinary budget amendment resolution that reported changing budget numbers as public facts, and that
- 2) as to the Dyal payment line entry on the Exhibit A, 2024-131 reported the fact that there was a sum of \$114,500 that was not budgeted but that was paid to Mr. Dyal, but that
- 3) 2024-131 was not an attempt to engage, and was not successful at engaging, with the intent or formality the second part of the *Frankenmuth* test looks for, the matter of whether the same \$114,500 payment to Mr. Dyal was approved, retroactively, i.e., *ratified*, as a post-employment severance payment to a voluntarily-resigning employee.

The fact that 2024-131 was not posted on the City's website as the Florida statute on budget amendments requires, in our view, creates additional grounds that would tend to push a court's view of the Resolution towards existing as an action by Council that stopped short becoming an effective act of ratification.

In conclusion then, as a supplement to our delivered legal opinion on the matter of the separation of employment of Mr. Dyal, we are of the opinion that a reviewing court *would not* find that Resolution 2024-131 created a retroactive approval of, or ratified, the 16-week sum paid to Mr. Dyal, post-employment, or the Separation Agreement that included the payment and a 'release of claims' as contract terms.

[END]

**File Attachments for Item:**

12. City Council Ordinance No. 2025-2311 (first reading) - An ordinance of the City of Lake City, Florida, pursuant to Petition No. ANX 25-04, submitted by Real Terrace, LLC relating to voluntary annexation; 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; making certain findings of fact in support thereof; providing severability; repealing all ordinances in conflict; providing an effective date. (Property is located at the intersection of NW Real Terrace and NW Bascom Norris Drive)

Motion to Continue on first reading 5/5/25

**Disclosure by Council members of ex-parte communications (this includes site visits), if any.**

**Swearing in of applicant/appellant, staff and all witnesses collectively by City Attorney.**

**Clerk should take custody of exhibits.**

Note: All exhibits, diagrams, photographs and similar physical evidence referred to during the testimony or which you would like the Council to consider must be marked for identification and kept by the Clerk for 30 days.

- A. Brief introduction of ordinance by city staff.**
- B. Presentation of application by applicant.**
- C. Presentation of evidence by city staff.**
- D. Presentation of case by third party intervenors, if any.**
- E. Public comments.**
- F. Cross examination of parties by party participants.**
- G. Questions of parties by City Council.**
- H. Closing comments by parties.**
- I. Instruction on law by attorney.**
- J. Discussion and action by City Council.**

## ORDINANCE NO. 2025-2311

### CITY OF LAKE CITY, FLORIDA

1        **AN ORDINANCE OF THE CITY OF LAKE CITY, FLORIDA, PURSUANT TO**  
2        **PETITION NO. ANX 25-04, SUBMITTED BY REAL TERRACE, LLC**  
3        **RELATING TO VOLUNTARY ANNEXATION; ANNEXING CERTAIN REAL**  
4        **PROPERTY LOCATED IN COLUMBIA COUNTY, FLORIDA, WHICH IS**  
5        **REASONABLY COMPACT, AND CONTIGUOUS TO THE BOUNDARIES OF**  
6        **THE CITY OF LAKE CITY, FLORIDA, INTO THE BOUNDARIES OF THE CITY**  
7        **OF LAKE CITY, FLORIDA; MAKING CERTAIN FINDINGS OF FACT IN**  
8        **SUPPORT THEREOF; PROVIDING SEVERABILITY; REPEALING ALL**  
9        **ORDINANCES IN CONFLICT; PROVIDING AN EFFECTIVE DATE.**

10       **WHEREAS**, Section 166.021, Florida Statutes, as amended, empowers the City Council of the  
11       City of Lake City, Florida, (the "City Council"), to annex real property into the corporate  
12       boundaries of the City of Lake City, Florida, (the "City"); and

13       **WHEREAS**, Sections 171.011 through 171.094, Florida Statutes, as amended, the Municipal  
14       Annexation or Contraction Act, empowers the City Council to annex real property into the  
15       corporate boundaries of the City, pursuant to a petition voluntarily filed by the owner of certain  
16       real property; and

17       **WHEREAS**, Real Terrace, LLC, the owner of certain real property more particularly described  
18       herein below (the "Real Property"), has petitioned that the same be voluntarily annexed and  
19       incorporated into the boundaries of the City; now therefore

20       **BE IT ORDAINED** by the people of the City of Lake City, Florida, as follows:

- 21       1. Pursuant to a petition, ANX 25-04, by Real Terrace, LLC, the owner of the Real Property,  
22       said Real Property being depicted on Schedule A: Location Map, attached hereto and  
23       incorporated as part of this ordinance, which Real Property is contiguous to the existing  
24       boundaries of the City and is reasonably compact, has petitioned the City to have said Real  
25       Property annexed into the City.

26       A parcel of land lying in Section 35, Township 3 South, Range 16 East, Columbia  
27       County, Florida. Being more particularly described as follows: Commence at the  
28       Northwest corner of the East 1/2 of the Northeast 1/4 of said Section 35; thence  
29       North 89°15'31" East 1,249.62 feet, along the North line of said Section 35 to the  
30       West right-of-way line of Northwest Bascom Norris Drive; thence, along said  
31       Westerly right-of-way line of Northwest Bascom Norris Drive, the following  
32       courses: South 06°45'28" West, 63.94 feet; thence South 04°43'05" East 97.88



feet; thence South 17°04'09" East 88.82 feet; thence South 06°26'40" West 87.82 feet; thence South 17°35'04" West 47.93 feet; thence South 54°17'38" West 89.81 feet; thence South 38°49'11" East, 76.21 feet; thence South 06°09'02" West 90.06 feet; thence South 25°28'08" West 33.57 feet; thence South 55°46'37" West 57.87 feet; thence South 42°45'12" West 95.51 feet; thence South 16°03'12" West 74.78 feet; thence South 38°41'18" West 88.42 feet; thence South 50°17'24" West 109.17 feet; thence South 23°53'24" West 61.21 feet; thence South 01°55'35" East 69.10 feet; thence North 78°47'28" East 104.91 feet; thence South 44°21'23" East 105.95 feet; thence South 25°19'18" West 92.86 feet; thence South 19°53'29" West 98.86 feet; thence South 14°28'17" West 80.85 feet; thence South 28°38'57" East 58.68 feet; thence South 34°50'27" West 90.47 feet; thence South 21°29'28" West 47.29 feet; thence South 01°07'24" West 89.57 feet; thence South 73°15'28" East 47.25 feet to a point on a non-tangent curve being concave to the East, having a radius of 1,240.92 feet and an included angle of 32°26'29"; thence Southerly, along the arc of said curve, an arc distance of 702.62 feet, said curve being subtended by a chord bearing and distance of South 00°26'33" West 693.27 feet to the end of said courses following the Westerly right-of-way line of Northwest Bascom Norris Drive and to the intersection of the Northerly right-of-way line of Northwest Real Terrace; thence South 19°48'29" West, along said Northerly right-of-way line of Northwest Real Terrace, 48.48 feet; thence South 56°02'19" West still, along said Northerly right-of-way line of Northwest Real Terrace, 901.24 feet; thence North 03°34'11" West 214.77 feet to the South line of the Northeast 1/4 of said Section 35; thence South 87°06'14" West 523.04 feet, along the South line of the Northeast 1/4 of said Section 35, to the Southwest corner of the East 1/2 of the Northeast 1/4 of said Section 35; thence North 06°39'14" East 2,688.70 feet, along the West line of the East 1/2 of the Northeast 1/4 of said Section 35, to the Point of Beginning.

Containing 72.60 acres, more or less.

LESS AND EXCEPT

A parcel of land lying in Section 35, Township 3 South, Range 16 East, Columbia County, Florida. Being more particularly described as follows: Commence at the Southwest corner of the East 1/2 of the Northeast 1/4 of said Section 35; thence West 87°06'14" East 523.04 feet; thence North 03°34'11" West 85.01 feet; thence South 87°06'14" West 507.74 feet; thence South 06°39'14" West 89.16 feet to the Point of Beginning.

Containing 1.01 acre, more or less.

All said lands containing 71.59 acres, more or less.

- 
2. The City Council finds the petition bears the signatures of all owners of the Real Property in the area proposed to be annexed.
  3. The City Council finds the Real Property is presently contiguous to the boundaries of the City, meets the criteria established by Chapter 171, Florida Statutes, as amended, and should be annexed to the boundaries of the City.
  4. The Real Property is hereby annexed to the boundaries of the City, and in every way is a part of the City.
  5. The boundaries of the City are hereby redefined to include the Real Property.
  6. Annexation. The Real Property shall continue to be classified as follows: RESIDENTIAL, LOW DENSITY (less than or equal to 2 dwelling units per acre) under the land use classifications as designated on the Future Land Use Plan Map of the Columbia County Comprehensive Plan and classified as RESIDENTIAL, SINGLE FAMILY-2 (RSF-2 under the zoning districts as designated on the Official Zoning Atlas of the Columbia County Land Development Regulations until otherwise changed or amended by appropriate ordinance of the City.
  7. Effective January 1, 2026, 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.
  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.
  9. The City Clerk is hereby directed to file, within seven (7) days following 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 Columbia County;
    - d) Chief Administrative Officer of Columbia County;
    - e) Property Appraiser of Columbia County;

- 105 f) Tax Collector of Columbia County; and  
106 g) All public utilities authorized to conduct business within the City.
- 107 10. Severability. It is the declared intent of the City Council that if any section, sentence,  
108 clause, phrase, or provision of this ordinance is for any reason held or declared to be  
109 unconstitutional, void, or inoperative by a court or agency of competent jurisdiction, such  
110 holding of invalidity or unconstitutionality shall not affect the remaining provisions of this  
111 Ordinance and the remainder of this Ordinance, after the exclusion of such part or parts,  
112 shall be deemed to be valid.
- 113 11. Conflict. All ordinances and resolutions, or parts of ordinances and resolutions in conflict  
114 with this Ordinance are, to the extent they conflict with this Ordinance, repealed.
- 115 12. Effective Date. This Ordinance shall be effective on the date of final adoption by the City  
116 Council of the City of Lake City, Florida.

APPROVED, UPON FIRST READING, by the City Council of the City of Lake City at a regular meeting, on the \_\_\_\_\_ day of May, 2025.

PUBLICLY NOTICED, in a newspaper of general circulation in the City of Lake City, Florida, by the City Clerk of the City of Lake City, Florida on the \_\_\_\_\_ and \_\_\_\_\_ days of May, 2025.

APPROVED AND ADOPTED UPON SECOND READING, by an affirmative vote of a majority of a quorum present of the City Council of the City of Lake City, at a regular meeting this \_\_\_\_ day of May, 2025.

BY THE MAYOR OF THE CITY OF LAKE CITY,  
FLORIDA

\_\_\_\_\_  
Noah E. Walker, Mayor

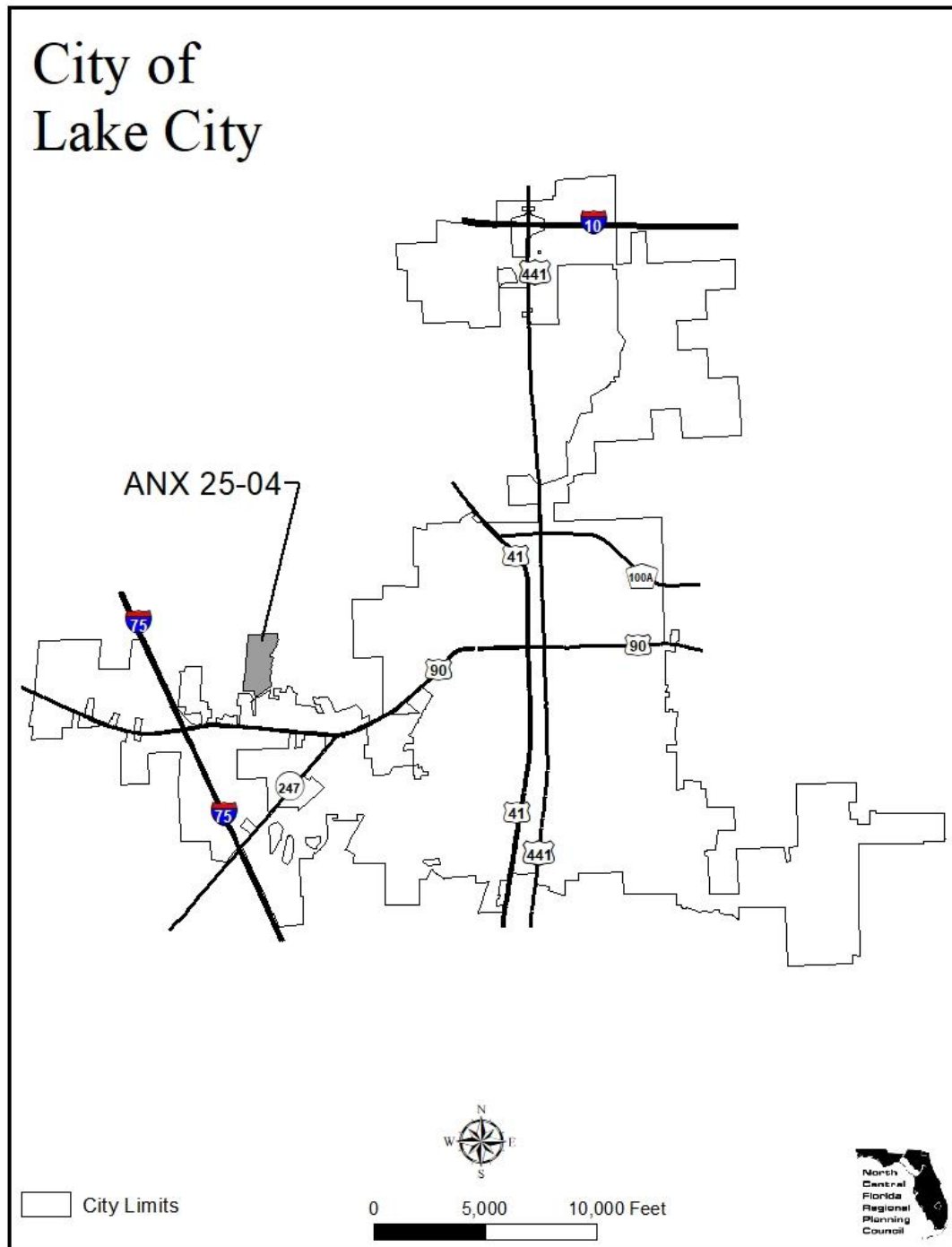
ATTEST, BY THE CLERK OF THE CITY COUNCIL  
OF THE CITY OF LAKE CITY, FLORIDA:

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

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
Clay Martin, City Attorney

## Schedule A: Location Map



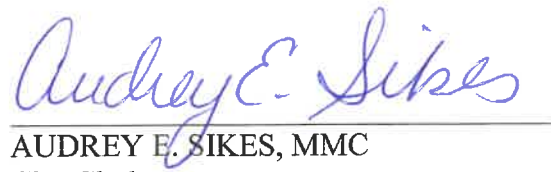
**Ordinance Number: 2025-2311**  
**Motion to Continue on first reading on May 5, 2025**

**Record of Vote on First Reading**

	For	Against	Absent	Abstain
Noah Walker, Mayor/Council Member	<u>✓</u>	_____	_____	_____
Tammy Harris, Council Member	<u>✓</u>	_____	_____	_____
Chevella Young, Council Member	<u>✓</u>	_____	_____	_____
Ricky Jernigan, Council Member	<u>✓</u>	_____	_____	_____
James Carter, 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

# Ordinance 2025-2311 (ANX 25-04)

## First Reading

ANNEXING PARCEL #02519-000

May 19, 2025

# Introduction

- Petition ANX 25-04 is a request to annex parcel 02519-000 into the City;
- The parcel is contiguous on one side to the City of Lake City and is reasonably compact;
- The petition meets all applicable statutory criteria for Annexation.

100



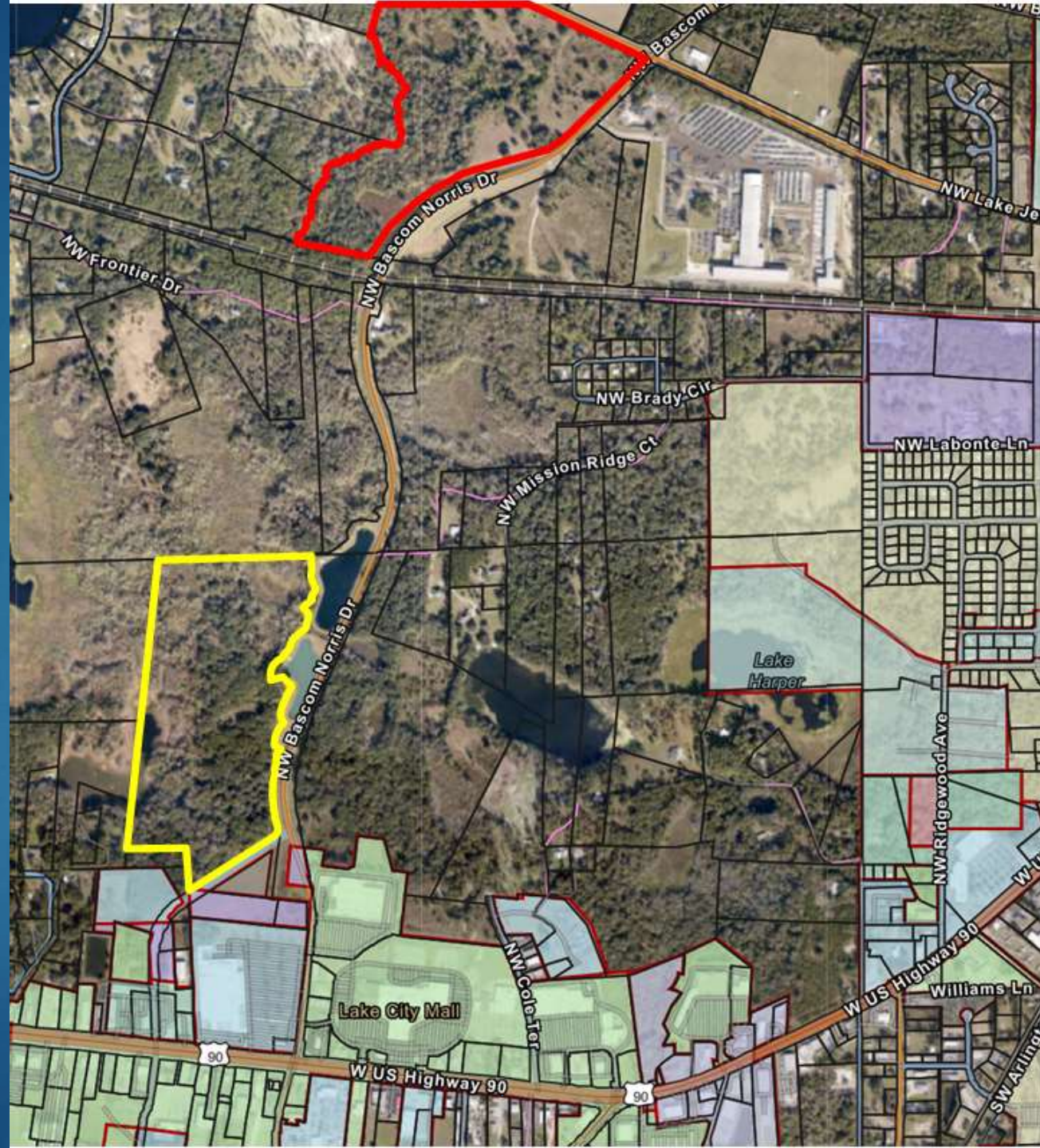


# Location





# Location



# Recommended Action

- Approve Ordinance 2025-2311 (ANX 25-04) on first reading.

Questions?

**File Attachments for Item:**

14. Discussion and Possible Action: Reconsider venue selection for the City to host the Northeast Florida League Dinner Meeting to be held on Thursday, December 18, 2025 (Council Member Ricky Jernigan)



Meeting Date
5/19/2025

# CITY OF LAKE CITY

## Report to Council

**SUBJECT:** Reconsideration of Venue for Hosting NEFL League of Cities Dinner Meeting  
**DEPT. / OFFICE:** City Clerk

<b>Originator:</b> Audrey Sikes, City Clerk		
<b>City Manager</b> Don Rosenthal	<b>Department Director</b> City Council	5/19/25
<b>Recommended Action:</b> A motion to reconsider will be needed to bring this item back to the City Council for discussion and possible action.		
<b>Summary Explanation &amp; Background:</b> <p>On April 21, 2025, Mr. Jernigan made a motion to host the Northeast Florida League Dinner Meeting at the Florida Gateway Fairgrounds, with the Holiday Inn as a secondary venue. Ms. Young seconded the motion. A roll call vote was taken and the motion carried 5-0.</p> <p>After the meeting, Mr. Jernigan reached out to City Manager Don Rosenthal and asked for staff to check into the TownePlace Suites by Marriott.</p> <p>The venue rental costs have been updated on the spreadsheet. The following venues were removed from the original spreadsheet.</p> <p>Courtyard by Marriott – No event space          J &amp; L Rustic Barn – No response          La Quinta – No event space</p>		
<b>Alternatives:</b>		
<b>Source of Funds:</b> \$3,000 is budgeted for FY25 511.52 Operating Supplies. If necessary, any remaining funds needed for the event can be budgeted in FY26 since the event will be held in December 2025.		
<b>Financial Impact:</b> Depends on venue selected (please refer to spreadsheet)		
<b>Exhibits Attached:</b> Spreadsheet of venue comparisons		

## Revised Venue Rental Costs

Venue	Rental	Boardroom Available	Tables/Chairs Included	Linens Included	Podium & Audio	Decorations	Catering Menu Offered On-Site	Attitude Adjustment Event Staff and Set-Up Charges Only	Set-Up or Clean/Up Fee	Total	Total After \$500 Venue Sponsor Funds
Blanche Hotel	<del>\$3,500</del> \$0 Donated	<del>\$150</del> \$0 Donated	Included	\$180, hired vendor	\$405, hired vendor	\$360 hired vendor	No, must bring in own caterer	\$350, hired vendor	No	\$1,295	\$795
Florida Getway Fairgrounds	\$1,100 plus \$1,500 refundable deposit	\$150	Included	\$180, hired vendor	\$405, hired vendor	\$360 hired vendor	No, must bring in own caterer	\$450, hired vendor	\$350	\$2,995	\$2,495
Holiday Inn	\$500	\$50	Included	Included	Included	\$360 hired vendor	Yes	\$475, their staff	\$75	\$1,460	\$960
TownePlace Suites by Marriott Lake City	\$1,175 discounted to \$575	No	Included	Included	\$50	\$360 hired vendor	No, \$150 non-refundable fee covers brining in own caterer	\$450, hired vendor	No	\$1,585	\$1,085

**Please Note:**

The Northeast League will provide \$35 per guaranteed guest registration (minus Lake City's RSVP's) This is used for catering costs.

The Northeast League has secured a \$500 venue sponsor and a \$300 dessert sponsor.

They have also secured Attitue Adjustment sponsors that will cover the tab that will be paid directly to the provider at the close of the event.

The City has \$3,000 budgeted in FY25 for the event and is responsible for providing door prizes.

Revised 5/16/2025 (AES)

**File Attachments for Item:**

15. City Council Ordinance No. 2025-2313 (first 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 concerning 50 or less acres of land, pursuant to an application, CPA 25-02, by Jacob T. Cremer of Stearns Weaver Miller, as agent for Seacoast National Bank F/K/A Drummond National Bank, the property owner 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 County-Highway Interchange to City-Commercial of certain lands within the Corporate Limits of the City of Lake City, Florida; making findings of fact in support thereof; providing severability; repealing all ordinances in conflict; providing an effective date. (This property is located at 3882 W US Highway 90)

**Disclosure by Council members of ex-parte communications (this includes site visits), if any.**

**Swearing in of applicant/appellant, staff and all witnesses collectively by City Attorney.**

**Clerk should take custody of exhibits.**

Note: All exhibits, diagrams, photographs and similar physical evidence referred to during the testimony or which you would like the Council to consider must be marked for identification and kept by the Clerk for 30 days.

**A. Brief introduction of ordinance by city staff.**

**B. Presentation of application by applicant.**

**C. Presentation of evidence by city staff.**

**D. Presentation of case by third party intervenors, if any.**

**E. Public comments.**

**F. Cross examination of parties by party participants.**

**G. Questions of parties by City Council.**

**H. Closing comments by parties.**

**I. Instruction on law by attorney.**

**J. Discussion and action by City Council.**



## ORDINANCE NO. 2025-2313

### CITY OF LAKE CITY, FLORIDA

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 CONCERNING 50 OR LESS ACRES OF LAND, PURSUANT TO AN APPLICATION, CPA 25-02, BY JACOB T. CREMER OF STEARNS WEAVER MILLER, AS AGENT FOR SEACOAST NATIONAL BANK F/K/A DRUMMOND NATIONAL BANK, THE PROPERTY OWNER 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 COUNTY - HIGHWAY INTERCHANGE TO CITY - COMMERCIAL OF CERTAIN LANDS WITHIN THE CORPORATE LIMITS OF THE CITY OF LAKE CITY, FLORIDA; MAKING FINDINGS OF FACT IN SUPPORT THEREOF; PROVIDING SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING AN EFFECTIVE DATE

**WHEREAS**, Section 166.021, Florida Statutes, as amended, empowers the City Council of the City of Lake City, Florida, (the "City Council") to prepare, adopt and implement a comprehensive plan; and

**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; and

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

**WHEREAS**, the Planning and Zoning Board of the City of Lake City, Florida, (the "Board") has been designated as the Local Planning Agency of the City of Lake City, Florida, (the "LPA"); and

**WHEREAS**, pursuant to Section 163.3174, Florida Statutes, as amended, and the Land Development Regulations, the Board, serving also as the LPA, 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 Board, serving also as the LPA, 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; and

**WHEREAS**, the City Council held the required public hearing, 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 hearing, the City Council reviewed and considered all comments received during said public hearing, including the recommendation of the Board, serving also as the LPA, and the Concurrency Management Assessment concerning said application for an amendment, as described below; and

**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:**

1. Pursuant to an application, CPA 25-02, by Jacob T. Cremer of Stearns Weaver Miller, as agent for Seacoast National Bank f/k/a Drummond National Bank, 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 COUNTY - HIGHWAY INTERCHANGE to CITY - COMMERCIAL on property described, as follows:

**A parcel of land lying in Section 34, Township 3 South, Range 16 East, Columbia County, Florida. Being more particularly described as follows: Commence at the Southeast corner of said Section 34; thence South 88°55'37" West 1,227.60 feet, along the South line of said Section 34 to the Easterly right-of-way of County Road 252B (SW Callahan Avenue); thence North 03°37'44" East 99.54 feet, along the Easterly right-of-way of said County Road 252B (SW Callahan Avenue); thence North 03°52'43" East 228.72 feet, along the Easterly right-of-way of said County Road 252B (SW Callahan Avenue) to a point of curve; thence Northerly along said Easterly right-of-way along the arc of said curve concave to the east having a radius of 2,824.79 feet, a central angle of 06°24'00", a chord bearing and distance of North 06°18'54" East 315.36 feet, an arc distance of 315.53 feet to the Point of Beginning; thence continue along said Easterly right-of-way along the arc of said curve concave to the East having a radius of 2,824.79 feet, a central angle of 05°08'32", a chord bearing and distance of North 12°05'10" East 253.43 feet, an arc distance of 253.51 feet; thence North 15°25'23" East 182.88 feet, along the Easterly right-of-way of said County Road 252B (SW Callahan Avenue); thence North 60°08'26" East 28.31 feet, along the Easterly right-of-way of said County Road 252B (SW Callahan Avenue) to**

the Southerly right-of-way of U.S. Highway 90 and a point on a curve; thence Easterly along said Southerly right-of-way along the arc of said curve concave to the northeast having a radius of 7,689.44 feet, a central angle of 01°18'14", a chord bearing and distance of South 76°05'55" East 175.00 feet, an arc distance of 175.00 feet; thence South 15°25'23" West 460.65 feet; thence North 74°34'37" West 180.11 feet to the Point of Beginning.

Containing 2.01 acres, more or less.

2. Severability. It is the declared intent of the City Council of the City of Lake City that, if any section, sentence, clause, phrase, or provision of this ordinance is for any reason held or declared to be unconstitutional, void, or inoperative by a court or agency of competent jurisdiction, such holding of invalidity or unconstitutionality shall not affect the remaining provisions of this Ordinance and the remainder of this Ordinance, after the exclusion of such part or parts, shall be deemed to be valid.

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

4. Effective Date. Subject to the following, this ordinance shall become 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 Commerce 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 Commerce, Division of Community Development, 107 East Madison Street, Caldwell Building, First Floor, Tallahassee, Florida 32399-4120.

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 \_\_\_\_\_ day of \_\_\_\_\_ 2025.

108 **PASSED AND DULY ADOPTED**, upon second and final reading, in regular session with a quorum  
109 present and voting, by the City Council this \_\_\_\_ day of \_\_\_\_\_ 2025.

BY THE MAYOR OF THE CITY OF LAKE CITY,  
FLORIDA

\_\_\_\_\_  
Noah E. Walker, Mayor

ATTEST, BY THE CLERK OF THE CITY COUNCIL  
OF THE CITY OF LAKE CITY, FLORIDA:

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

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
Clay Martin, City Attorney

# Ordinance 2025-2313/CPA 25-02

## First Reading

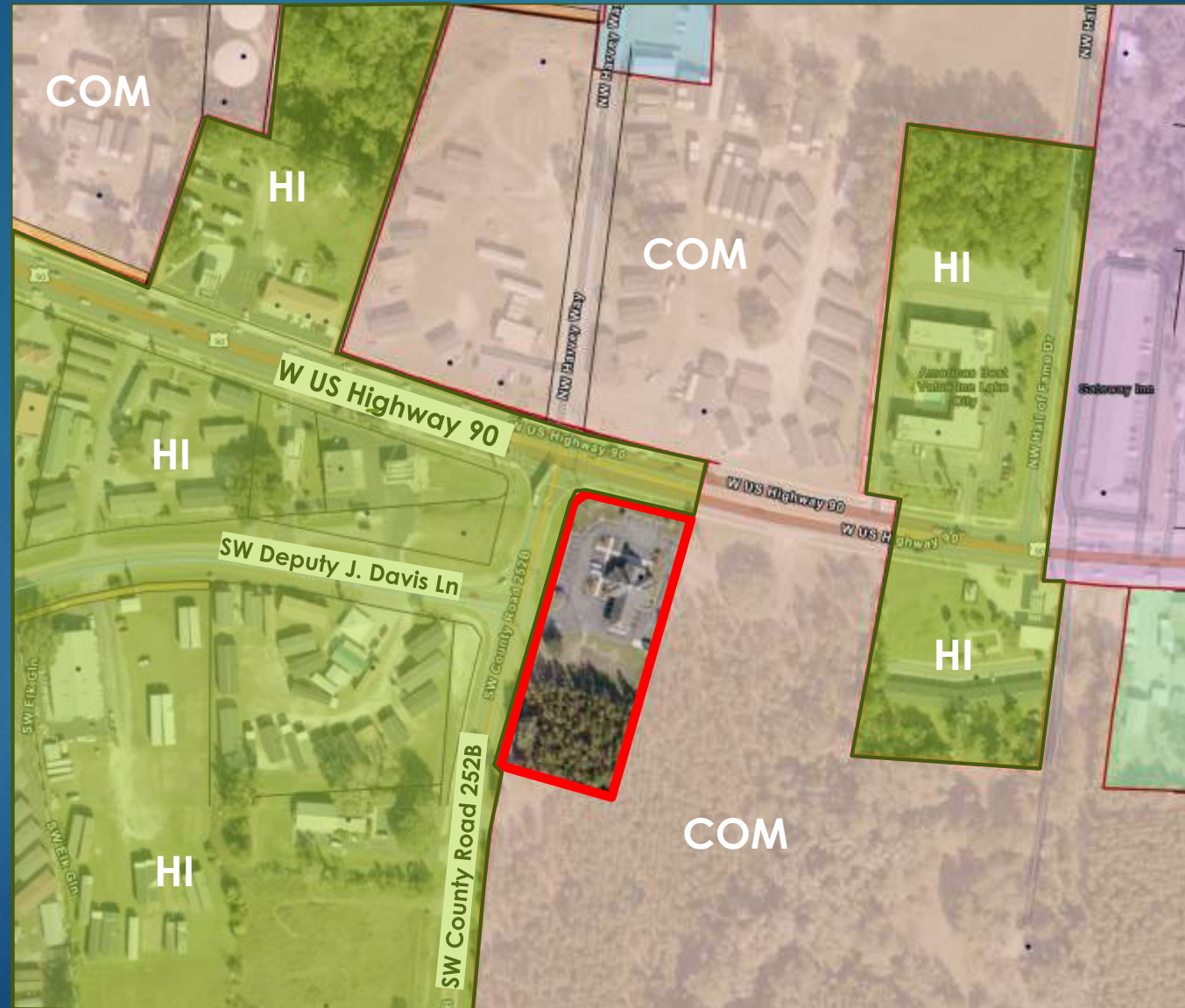
LAND USE CHANGE ON PARCEL #02498-003

May 19, 2025

# Introduction

- Parcel 02498-003 was recently annexed into the City and now requires Land Use and Zoning change from County to City designations;
- Petition CPA 25-02 is a request to change the Land Use on parcel 02498-003 from (County) Highway Interchange to (City) Commercial;
- The parcel is surrounded on all sides by property with a Land Use designation of (County) Highway Interchange and (City) Commercial.

# Location





# Recommended Action

- Staff finds the petition in compliance with the City's Comprehensive Plan and Land Development Regulations;
- On May 13, 2025 the Planning and Zoning Board voted to recommend approval of Petition CPA 25-02/Ordinance 2025-2313 to the City Council;
- Therefore, staff recommends approval by the City Council of Ordinance 2025-2313/CPA 25-02 on first reading.



Questions?

**File Attachments for Item:**

16. City Council Ordinance No. 2025-2314 (first 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 25-02, by Jacob T. Cremer of Stearns Weaver Miller, as agent for Seacoast National Bank F/K/A Drummond National Bank, the property owner of said acreage; providing for rezoning from County-Commercial, Highway Interchange (CHI) to City-Commercial, Highway Interchange (CHI) of certain lands within the Corporate Limits of the City of Lake City, Florida; providing severability; repealing all ordinances in conflict; providing an effective date. (This property is located at 3882 W US Highway 90)

**Disclosure by Council members of ex-parte communications (this includes site visits), if any.**

**Swearing in of applicant/appellant, staff and all witnesses collectively by City Attorney.**

**Clerk should take custody of exhibits.**

Note: All exhibits, diagrams, photographs and similar physical evidence referred to during the testimony or which you would like the Council to consider must be marked for identification and kept by the Clerk for 30 days.

**A. Brief introduction of ordinance by city staff.**

**B. Presentation of application by applicant.**

**C. Presentation of evidence by city staff.**

**D. Presentation of case by third party intervenors, if any.**

**E. Public comments.**

**F. Cross examination of parties by party participants.**

**G. Questions of parties by City Council.**

**H. Closing comments by parties.**

**I. Instruction on law by attorney.**

**J. Discussion and action by City Council.**

## ORDINANCE NO. 2025-2314

### CITY OF LAKE CITY, FLORIDA

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 25-02, BY JACOB T. CREMER OF STEARNS WEAVER MILLER, AS AGENT FOR SEACOAST NATIONAL BANK F/K/A DRUMMOND NATIONAL BANK, THE PROPERTY OWNER OF SAID ACREAGE; PROVIDING FOR REZONING FROM COUNTY - COMMERCIAL, HIGHWAY INTERCHANGE (CHI) TO CITY - COMMERCIAL, HIGHWAY INTERCHANGE (CHI) OF CERTAIN LANDS WITHIN THE CORPORATE LIMITS OF THE CITY OF LAKE CITY, FLORIDA; PROVIDING SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING AN EFFECTIVE DATE

**WHEREAS**, Section 166.021, Florida Statutes, as amended, empowers the City Council of the City of Lake City, Florida, (the "City Council"), to prepare, adopt and enforce land development regulations; and

**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; and

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

**WHEREAS**, the Planning and Zoning Board of City of Lake City, Florida, (the "Board"), has been designated as the Local Planning Agency of the City of Lake City, Florida, (the "LPA"); and

**WHEREAS**, pursuant to Section 163.3174, Florida Statutes, as amended, and the Land Development Regulations, the Board, serving also as the LPA, 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 Board, serving also as the LPA, 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; and

**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 Board, serving also as the LPA, 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:**

1. Pursuant to an application, Z 25-02, by Jacob T. Cremer of Stearns Weaver Miller, as agent for Seacoast National Bank f/k/a Drummond National Bank, 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 COUNTY - COMMERCIAL, HIGHWAY INTERCHANGE (CHI) to CITY - COMMERCIAL, HIGHWAY INTERCHANGE (CHI) on property described, as follows:

A parcel of land lying in Section 34, Township 3 South, Range 16 East, Columbia County, Florida. Being more particularly described as follows: Commence at the Southeast corner of said Section 34; thence South 88°55'37" West 1,227.60 feet, along the South line of said Section 34 to the Easterly right-of-way of County Road 252B (SW Callahan Avenue); thence North 03°37'44" East 99.54 feet, along the Easterly right-of-way of said County Road 252B (SW Callahan Avenue); thence North 03°52'43" East 228.72 feet, along the Easterly right-of-way of said County Road 252B (SW Callahan Avenue) to a point of curve; thence Northerly along said Easterly right-of-way along the arc of said curve concave to the east having a radius of 2,824.79 feet, a central angle of 06°24'00", a chord bearing and distance of North 06°18'54" East 315.36 feet, an arc distance of 315.53 feet to the Point of Beginning; thence continue along said Easterly right-of-way along the arc of said curve concave to the East having a radius of 2,824.79 feet, a central angle of 05°08'32", a chord bearing and distance of North 12°05'10" East 253.43 feet, an arc distance of 253.51 feet; thence North 15°25'23" East 182.88 feet, along the Easterly right-of-way of said County Road 252B (SW Callahan Avenue); thence North 60°08'26" East 28.31 feet, along the Easterly right-of-way of said County Road 252B (SW Callahan Avenue) to the Southerly right-of-way of U.S. Highway 90 and a point on a curve; thence Easterly along said Southerly right-of-way along the arc of said curve concave to the northeast having a radius of 7,689.44 feet, a central

angle of 01°18'14", a chord bearing and distance of South 76°05'55" East 175.00 feet, an arc distance of 175.00 feet; thence South 15°25'23" West 460.65 feet; thence North 74°34'37" West 180.11 feet to the Point of Beginning.

Containing 2.01 acres, more or less.

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.

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

4. Effective Date. Subject to the following, this ordinance shall become effective upon adoption.

The effective date of this amendment, Ordinance Number 2025-2314 (Application Z 25-02), to the Official Zoning Atlas shall be the same date as the effective date of Future Land Use Plan Map Amendment, Ordinance Number 2025-2313 (Application CPA 25-02). If Future Land Use Plan Map Amendment, Ordinance Number 2025-2313 (Application CPA 25-02), does not become effective, this amendment, Ordinance Number 2025-2314 (Application Z 25-02), to the Official Zoning Atlas shall not become effective. No development orders, development permits or land uses dependent on this amendment, Ordinance Number 2025-2314 (Application Z 25-02), to the Official Zoning Atlas may be issued or commence before it has become effective.

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 \_\_\_\_\_ day of \_\_\_\_\_ 2025.

**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 \_\_\_\_\_ 2025.

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BY THE MAYOR OF THE CITY OF LAKE CITY,  
FLORIDA

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Noah E. Walker, Mayor

ATTEST, BY THE CLERK OF THE CITY COUNCIL  
OF THE CITY OF LAKE CITY, FLORIDA:

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Audrey E. Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

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Clay Martin, City Attorney

# Ordinance 2025-2314/Z 25-02

First Reading

ZONING CHANGE ON PARCEL #02498-003

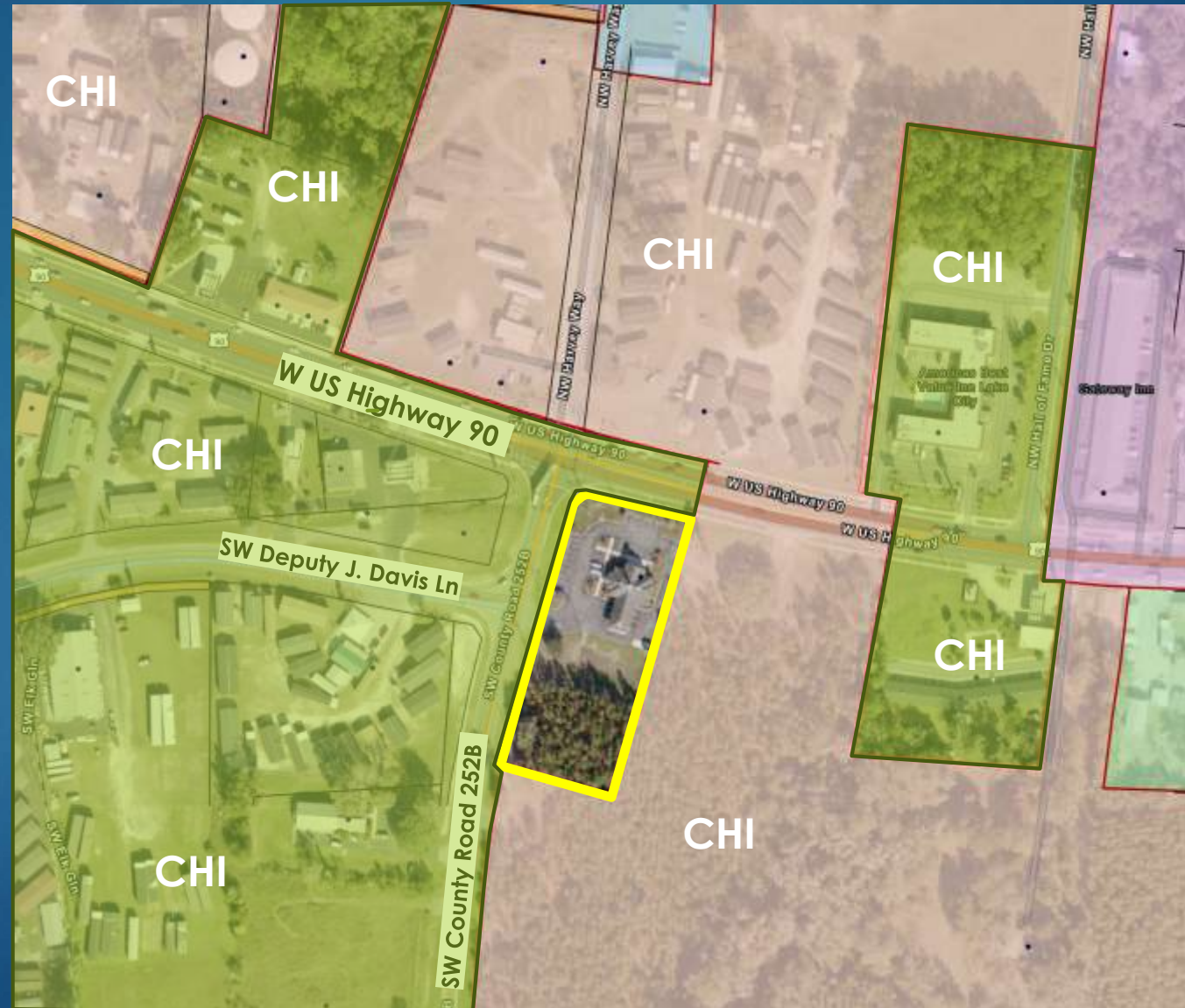
May 19, 2025

# Introduction

- Parcel 02498-003 was recently annexed into the City and now requires Land Use and Zoning change from County to City designations;
- Petition Z 25-02 is a request to change the Zoning on parcel 02498-003 from (County) Commercial Highway Interchange to (City) Commercial Highway Interchange (CHI);
- The parcel is surrounded on all sides by property with a Zoning designation of (County) Commercial Highway Interchange.



# Location



# Recommended Action

- Staff finds the petition in compliance with the City's Comprehensive Plan and Land Development Regulations;
- On May 13, 2025 the Planning and Zoning Board voted to recommend approval of Petition Z 25-02/Ordinance 2025-2314 to the City Council;
- Therefore, staff recommends approval by the City Council of Ordinance 2025-2314/Z 25-02 on first reading.

Questions?

**File Attachments for Item:**

17. City Council Ordinance No. 2025-2317 (first reading) - An ordinance of the City of Lake City, Florida, providing for the permanent closure, vacation, and abandonment of certain portions of NE Bailey Street, NE Lurose Street, and NE Alfonso Levy Terrace abutting real property owned by the Columbia County School District (the "District") pursuant to Section 86-102 of the Code of Ordinances of the City of Lake City in response to an Intergovernmental request from the District; making findings of fact in support thereof; authorizing the City to convey by Quit-Claim Deed to the District all of the closed, vacated, and abandoned portions of NE Bailey Street, NE Lurose Street, and NE Alfonso Levy Terrace; providing for severability; providing for conflicts; and providing for an effective date.

Adopt City Council Ordinance No. 2025-2317 on first reading

## **ORDINANCE NO. 2025-2317**

### **CITY OF LAKE CITY, FLORIDA**

**AN ORDINANCE OF THE CITY OF LAKE CITY, FLORIDA, PROVIDING FOR THE PERMANENT CLOSURE, VACATION AND ABANDONMENT OF CERTAIN PORTIONS OF NE BAILEY STREET, NE LUROSE STREET, AND NE ALFONSO LEVY TERRACE ABUTTING REAL PROPERTY OWNED BY THE COLUMBIA COUNTY SCHOOL DISTRICT (THE "DISTRICT") PURSUANT TO SECTION 86-102 OF THE CODE OF ORDINANCES OF THE CITY OF LAKE CITY IN RESPONSE TO AN INTERGOVERNMENTAL REQUEST FROM THE DISTRICT; MAKING FINDINGS OF FACT IN SUPPORT THEREOF; AUTHORIZING THE CITY TO CONVEY BY QUIT-CLAIM DEED TO THE DISTRICT ALL OF THE CLOSED, VACATED AND ABANDONED PORTIONS OF NE BAILEY STREET, NE LUROSE STREET, AND NE ALFONSO LEVY TERRACE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Columbia County School District (the "District") is the record title owner of the fee simple title to certain tracts of land lying within the boundaries of the City of Lake City (the "City") generally associated with and in support of Niblack Elementary School; and

**WHEREAS**, via an intergovernmental request the District requested the City accommodate the District by permanently closing, vacating, and abandoning the following road segments, which road segments are bound on both sides by real property owned by the District (the "Road Segments Subject to Closure"), and to convey all of the City's and public rights, title and interest in and to that vacated portion of said road segments to the District, to wit:

- a. that portion of NE Bailey Street situate and lying between Block 50 and Block 35 of Northeastern Division of City of Lake City, Florida, and otherwise situate and lying between the northerly extension of the west right-of-way line of NE Colorado Terrace, and a line parallel therewith, being 125.70 feet west thereof, as more particularly described herein; and
- b. that portion of NE Lurose Street situate and lying between Block 26 and Block 35 of the Northeastern Division of City of Lake City, Florida, and otherwise situate and lying between the east right-of-way line of NE Alphonso Levy Terrace, and a line parallel therewith, being 173.00 feet west thereof, as more particularly described herein; and

- 
- c. that portion of NE Alphonso Levy Terrace situate and lying between Block 26 and Block 25 of the Northeastern Division of City of Lake City, Florida, and otherwise situate and lying between the easterly extension of the south right-of-way line of NE Prince Street, and the south right-of-way line of NE Lurose Street, as more particularly described herein; and

**WHEREAS**, the City may initiate the closure, vacation, and abandonment of streets and roads under the City's jurisdiction pursuant to Section 86-102 of the Code of Ordinances of the City of Lake City (the "Code"); and

**WHEREAS**, the City finds the Road Segments Subject to Closure are not needed by the City or the public for any purposes; and

**WHEREAS**, the City finds it is in the public interest to permanently close, vacate and abandon the Road Segments Subject to Closure; and

**WHEREAS**, permanently closing, vacating and abandoning the Road Segments Subject to Closure and conveying to the District the title to the Road Segments Subject to Closure, is in the public or community interests, and in furtherance of the public welfare; now, therefore,

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

1. Permanently closing, vacating, and abandoning the Road Segments Subject to Closure and conveying to the District the title to the Road Segments Subject to Closure, is in the public or community interests, and in furtherance of the public welfare; and
2. Pursuant to Section 86-102 of the Code of Ordinances of the City of Lake City, the City of Lake City does hereby permanently close, vacate, and abandon the following segments of road located in City of Lake City, Columbia County, Florida:
  - a. all of that portion of NE Bailey Street situate and lying between Block 50 and Block 35 of Northeastern Division of City of Lake City, Florida, and otherwise situate and lying between the northerly extension of the west right-of-way line of NE Colorado Terrace, and a line parallel therewith, being 125.70 feet west thereof, as depicted for demonstrative purposes on Exhibit "A" hereto and being more particularly described as:

**A parcel of land in Section 29, Township 3 South, Range 17 East, Columbia County, Florida, being more particularly described as follows:**

**BEGIN at the Northeast corner of Block 50 in the Northeastern Division**

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**of the City of Lake City, Florida and run North 89°48'17" West, along the North line of said Block 50, being also the South right-of-way line of NE Bailey Street, a distance of 125.70 feet; thence North 00°11'43" East, a distance of 33.00 feet to a point on the South line of Block 35, Northeastern Division of City of Lake City, Florida, being also the North right-of-way line of NE Bailey Street; thence South 89°48'17" East, along said South line of Block 35, Northeastern Division of City of Lake City, Florida, being also said North right-of-way line of NE Bailey Street, a distance of 125.70 feet; thence South 00°11'43" West, a distance of 33.00 feet to the POINT OF BEGINNING.**

- b. those portions of NE Lurose Street and NE Alfonso Levy Terrace situate and lying between Block 26 and Block 35 of the Northeastern Division of City of Lake City, Florida, and otherwise situate and lying between the east right-of-way line of NE Alphonso Levy Terrace, and a line parallel therewith, being 173.00 feet west thereof, AND situate and lying between Block 26 and Block 25 of the Northeastern Division of City of Lake City, Florida, and otherwise situate and lying between the easterly extension of the south right-of-way line of NE Prince Street, and the south right-of-way line of NE Lurose Street, as depicted for demonstrative purposes on Exhibit "B" hereto and being more particularly described as:

**A parcel of land in Section 29, Township 3 South, Range 17 East, Columbia County, Florida, being more particularly described as follows:**

**BEGIN at the Northeast corner of Block 26 in the Northeastern Division of the City of Lake City, Florida and run North 87°57'33" East, a distance of 33.00 feet to the Northwest corner of Block 25 in the Northeastern Division of the City of Lake City, Florida; thence South 02°02'27" East, along the West line of said Block 25, being also the East right-of-way line of NE Alfonso Levy Terrace, and the Southerly extension of said West line, a distance of 254.99 feet to the Northwest corner of Block 36 in the Northeastern Division of the City of Lake City, Florida; thence South 86°27'33" West, along the Easterly extension of the North line of Block 35 in the Northeastern Division of the City of Lake City, Florida and the North line of Block 35 in the Northeastern Division of the City of Lake City, Florida, being also the South right-of-way line of NE Lurose Street, a distance of 173.00 feet; thence North 02°02'27" West, a distance of 33.01 feet to a point on the South line of Block 26 in the Northeastern**

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**Division of the City of Lake City, Florida, being also the North right-of-way line of NE Lurose Street; thence North 86°27'33" East, along said South line of Block 26 in the Northeastern Division of the City of Lake City, Florida, being also the North right-of-way line of NE Lurose Street, a distance of 139.99 feet to the Southeast corner of said Block 26; thence North 02°02'27" West, along the East line of said Block 26, being also the West right-of-way line of NE Alphonso Levy Terrace, a distance of 222.85 feet to the POINT OF BEGINNING.**

and

3. The City shall convey and transfer by quit-claim deed to the District all of the City's interest and that of the public in and to those portions of NE Bailey Street, NE Lurose Street, and NE Alphonso Levy Terrace herein closed, vacated and abandoned, such conveyances being subject to easements, restrictions, and reservations for utilities and matters related thereto in favor of the City; and
4. The Mayor is hereby authorized and directed to execute and deliver said quit-claim deed to the District, the abutting property owner, as authorized by Section 3 above. If for any reason this transaction is not closed on the part of either the City or the District, all of the District's rights provided for in this ordinance shall terminate and this ordinance shall be null and void; and
5. 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), sentence(s), clause(s) or phrase(s) under application shall not be affected hereby; and
6. All ordinances or parts of ordinances in conflict herewith be and the same are hereby repealed; and
7. This ordinance shall be effective on the date this transaction is closed and the quit-claim deed from the City to the District is delivered to the District.

**APPROVED, UPON FIRST READING,** by the City Council of the City of Lake City at a regular meeting, on the \_\_\_\_\_ day of May, 2025.

**PUBLICLY NOTICED,** in a newspaper of general circulation in the City of Lake City, Florida, by the City Clerk of the City of Lake City, Florida on the \_\_\_\_\_ and \_\_\_\_\_ days of May, 2025.



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**APPROVED AND ADOPTED UPON SECOND READING**, by an affirmative vote of a majority of a quorum present of the City Council of the City of Lake City, at a regular meeting this \_\_\_\_ day of May, 2025.

BY THE MAYOR OF THE CITY OF LAKE CITY,  
FLORIDA

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Noah E. Walker, Mayor

ATTEST, BY THE CLERK OF THE CITY COUNCIL  
OF THE CITY OF LAKE CITY, FLORIDA:

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Audrey E. Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

---

Clay Martin, City Attorney

SKETCH

OF PART OF NE BAILEY STREET  
IN SECTION 29  
TOWNSHIP 3 SOUTH, RANGE 17 EAST  
COLUMBIA COUNTY, FLORIDA

DESCRIPTION:

A parcel of land in Section 29, Township 3 South, Range 17 East, Columbia County, Florida, being more particularly described as follows:

BEGIN at the Northeast corner of Block 50 in the Northeastern Division of the City of Lake City, Florida and run North 89°48'17" West, along the North line of said Block 50, being also the South right-of-way line of NE Bailey Street, a distance of 125.70 feet; thence North 00°11'43" East, a distance of 33.00 feet to a point on the South line of Block 35, Northeastern Division of City of Lake City, Florida, being also the North right-of-way line of NE Bailey Street; thence South 89°48'17" East, along said South line of Block 35, Northeastern Division of City of Lake City, Florida, being also said North right-of-way line of NE Bailey Street, a distance of 125.70 feet; thence South 00°11'43" West, a distance of 33.00 feet to the POINT OF BEGINNING. Containing 0.10 acres, more or less.

LEGEND
PLS=PROFESSIONAL LAND SURVEYOR
COR.=CORNER
P.S.M.=PROFESSIONAL SURVEYOR & MAPPER
R/W=RIGHT-OF-WAY
LB=LICENSED BUSINESS
P.O.B.=POINT OF BEGINNING

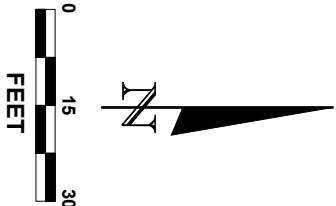
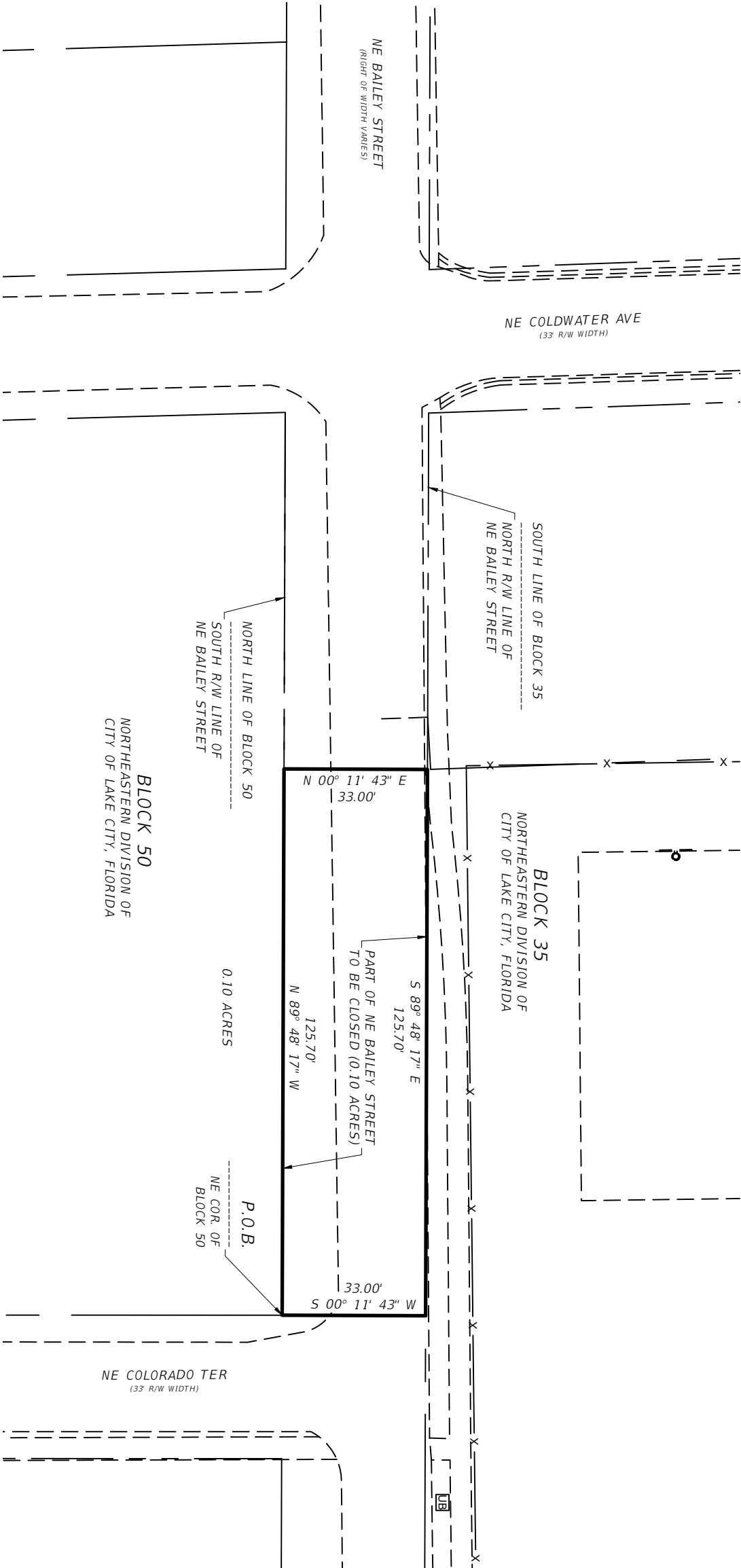
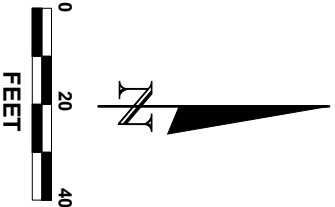
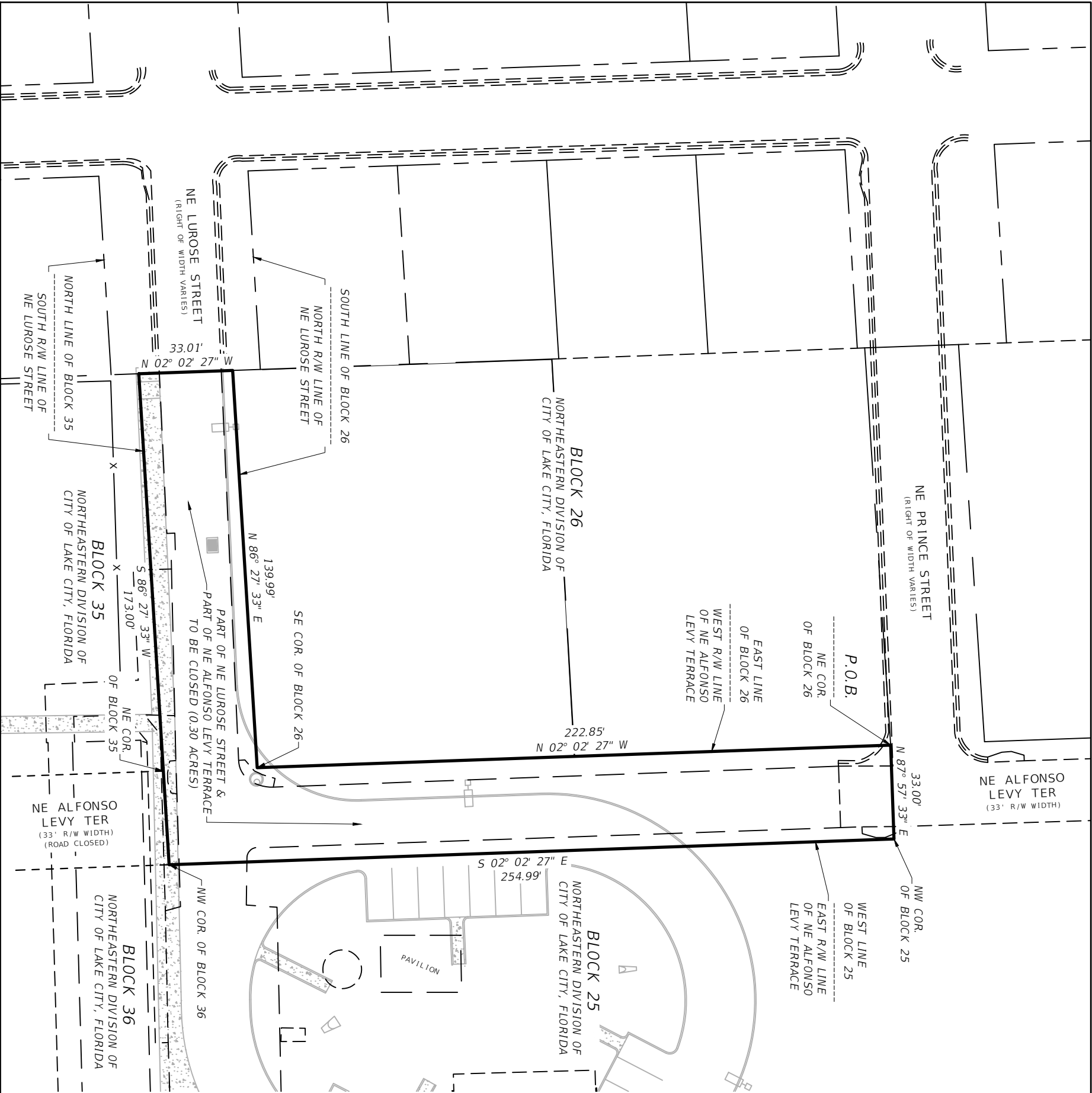


Exhibit "A"  
to  
Ordinance 2025-2317

R E V I S I O N S				SHEET NO.		
DATE	DESCRIPTION	DATE	DESCRIPTION			
			<div>NORTH FLORIDA PROFESSIONAL SERVICES, INC. P.O. BOX 3823 LAKE CITY, FL 32056 PH. 386-752-4675 LIC NO. LB8356</div> <div>2551 BLAIRSTONE PINES DR. TALLAHASSEE, FL 32301 WWW.NFPS.NET</div>	JOB NO. L240624GIL CA# 29011	GILBANE BUILDING COMPANY	1

SKETCH

OF PART OF NE LUROSE STREET &  
PART OF NE ALFONSO LEVY TERRACE  
IN SECTION 29  
TOWNSHIP 3 SOUTH, RANGE 17 EAST  
COLUMBIA COUNTY, FLORIDA



LEGEND	
PLS=PROFESSIONAL LAND SURVEYOR	
COR.=CORNER	
P.S.M.=PROFESSIONAL SURVEYOR & MAPPER	
R/W=RIGHT-OF-WAY	
LB=LICENSED BUSINESS	
P.O.B.=POINT OF BEGINNING	

DESCRIPTION:

A parcel of land in Section 29, Township 3 South, Range 17 East, Columbia County, Florida, being more particularly described as follows:

BEGIN at the Northeast corner of Block 26 in the Northeastern Division of the City of Lake City, Florida and run North 87°57'33" East, a distance of 33.00 feet to the Northwest corner of Block 25 in the Northeastern Division of the City of Lake City, Florida; thence South 02°02'27" East, along the West line of said Block 25, being also the East right-of-way line of NE Alfonso Levy Terrace, and the Southerly extension of said West line, a distance of 254.99 feet to the Northwest corner of Block 36 in the Northeastern Division of the City of Lake City, Florida; thence South 86°27'33" West, along the Easterly extension of the North line of Block 35 in the Northeastern Division of the City of Lake City, Florida and the North line of Block 35 in the Northeastern Division of the City of Lake City, Florida, being also the South right-of-way line of NE Lurose Street, a distance of 173.00 feet; thence North 02°02'27" West, a distance of 33.01 feet to a point on the South line of Block 26 in the Northeastern Division of the City of Lake City, Florida, being also the North right-of-way line of NE Lurose Street; thence North 86°27'33" East, along said South line of Block 26 in the Northeastern Division of the City of Lake City, Florida, being also the North right-of-way line of NE Lurose Street, a distance of 139.99 feet to the Southeast corner of said Block 26; thence North 02°02'27" West, along the East line of said Block 26, being also the West right-of-way line of NE Alfonso Levy Terrace, a distance of 222.85 feet to the POINT OF BEGINNING. Containing 0.30 acres, more or less.

REVISIONS				NORTH FLORIDA PROFESSIONAL SERVICES, INC. P.O. BOX 3823 LAKE CITY, FL 32056 PH. 386-752-4675 LIC NO. LB8356	JOB NO. L240624GIL CA# 29011	GILBANE BUILDING COMPANY	SHEET NO.	
DATE	DESCRIPTION	DATE	DESCRIPTION				1	
05/12/25	LABEL FOR NORTH LINE OF BLOCK 35 CORRECTED.							

**File Attachments for Item:**

18. City Council Resolution No. 2025-070 - A resolution of the City of Lake City, Florida, approving that certain agreement between the City and Tyler Technologies, Inc, a Delaware Corporation for enterprise permitting and licensing software components in support of the Growth Management, Customer Service, and Finance Departments; making certain findings of fact in support of the City approving said agreement; authorizing the reallocation of funds in the City Budget to fund the acquisition of said software solution; recognizing the authority of the Mayor to execute and bind the City to said agreement; directing the Mayor to execute and bind the City to said agreement; repealing all prior resolutions in conflict; and providing an effective date.

## **RESOLUTION NO 2025 - 070**

### **CITY OF LAKE CITY, FLORIDA**

**A RESOLUTION OF THE CITY OF LAKE CITY, FLORIDA APPROVING THAT CERTAIN AGREEMENT BETWEEN THE CITY AND TYLER TECHNOLOGIES, INC, A DELAWARE CORPORATION FOR ENTERPRISE PERMITTING AND LICENSING SOFTWARE COMPONENTS IN SUPPORT OF THE GROWTH MANAGEMENT, CUSTOMER SERVICE, AND FINANCE DEPARTMENTS; MAKING CERTAIN FINDINGS OF FACT IN SUPPORT OF THE CITY APPROVING SAID AGREEMENT; AUTHORIZING THE REALLOCATION OF FUNDS IN THE CITY BUDGET TO FUND THE ACQUISITION OF SAID SOFTWARE SOLUTION; RECOGNIZING THE AUTHORITY OF THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AGREEMENT; DIRECTING THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AGREEMENT; REPEALING ALL PRIOR RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the City of Lake City ("City") is in need of new software to integrate with the New World system that is currently being utilized, to perform permitting and licensing, business management, community development and cashiering for the finance and customer service departments. (the "Services"); and

WHEREAS, Tyler Technologies, Inc. (the "Vendor") has a platform to provide the Services, which platform integrates with the City's existing enterprise resource planning ("ERP") solution also provided by the Vendor; and

WHEREAS, the Vendor and the City desire to expand the scope of services provided by the Vendor to the City by amending the City's existing agreement with the Vendor for ERP solutions by adding the Services as additional platforms to be provided by the Vendor to the City; and

WHEREAS, funding the acquisition of the Services requires a reallocation of funds within the City budget; and

WHEREAS, adopting the terms of the proposed contract with Vendor in the form of the Exhibit attached hereto (the "Agreement") would add the Services to the existing contract between the Vendor and the City; and

WHEREAS, engaging the Vendor to provide the additional Services, and reallocating funds in the City budget to fund the acquisition of the Services are in the public interest and in the interests of the City; now therefore

BE IT RESOLVED by the City Council of the City of Lake City, Florida:

1. Engaging the Vendor to provide the Services in the Agreement and reallocating funds in the

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City budget to fund the acquisition of the Services are in the public or community interest and for public welfare; and

2. In furtherance thereof, the City Manager is authorized and directed to reallocate such funds to the 001.55.524-030.34 account in the City's budget as are necessary and prudent to fund the acquisition of the Services from the Vendor; and
3. In furtherance thereof, the Agreement in the form of the Exhibit attached hereto should be and is approved by the City Council of the City of Lake City; and
4. The Mayor of the City of Lake City is the officer of the City duly designated by the City's Code of Ordinances to enforce such rules and regulations as are adopted by the City Council of the City of Lake City; and
5. The Mayor of the City of Lake City is authorized to execute on behalf of and bind the City to the terms of the Agreement; and
6. The Mayor of the City of Lake City is directed to execute on behalf of and bind the City to the terms of the Agreement; and
7. All prior resolutions of the City Council of the City of Lake City in conflict with this resolution are hereby repealed to the extent of such conflict; and
8. This resolution shall become effective and enforceable upon final passage by the City Council of the City of Lake City.

APPROVED AND ADOPTED, by an affirmative vote of a majority of a quorum present of the City Council of the City of Lake City, Florida, at a regular meeting, this \_\_\_\_ day of April, 2025.

BY THE MAYOR OF THE CITY OF LAKE CITY,  
FLORIDA

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Noah E. Walker, Mayor

ATTEST, BY THE CLERK OF THE CITY COUNCIL  
OF THE CITY OF LAKE CITY, FLORIDA:

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Audrey E. Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

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Clay Martin, City Attorney



Quoted By:  
Quote Expiration:  
Quote Name:

Heather Brown  
7/28/25  
Lake City FL - EP&L SaaS

**Sales Quotation For:**

City of Lake City  
PO Box 1687  
Lake City FL 32056-1687

**Tyler Annual Software - SaaS**

Description	Annual
<b>New World ERP</b>	
Enterprise Permitting & Licensing	
Business Management Suite - Per User [10]	\$ 13,671
Community Development Suite - Per User [10]	\$ 13,671
Civic Access - Business Management	\$ 7,291
Civic Service - Community Development	\$ 7,291
Decision Engine	\$ 4,557
eReviews	\$ 13,671
GIS-Per User [20]	\$ 6,510
Enterprise Permitting & Licensing Mobile	\$ 456
Advanced Automation Bundle	\$ 3,140
Core Foundation Bundle	\$ 2,829
Report Toolkit	\$ 2,278
<b>Tyler One</b>	
Content Manager	

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Core		\$ 8,798
Tyler Products		
Cashiering		\$ 6,913
	<i>Sub-Total</i>	\$ 91,076
	<i>Less Discount:</i>	<i>\$ 27,321</i>
	<b>TOTAL</b>	<b>\$ 63,755</b>

#### Hourly Services

Description	Hours	Price
<b>New World ERP</b>		
<b>Enterprise Permitting &amp; Licensing</b>		
Advanced Automation Bundle	8	\$ 1,560
Civic Access - Business Management	24	\$ 4,680
Civic Service - Community Development	24	\$ 4,680
Community Development Suite - Per User	192	\$ 37,440
Core Foundation Bundle	16	\$ 3,120
Decision Engine	8	\$ 1,560
eReviews	72	\$ 14,040
Enterprise Permitting & Licensing Mobile Implementation Fee	16	\$ 3,120
Business Management Suite - Per User	144	\$ 28,080
<b>Tyler One</b>		
<b>Tyler Products</b>		
Cashiering	32	\$ 6,240



TOTAL

536

\$ 104,520

**Fixed Fee Services**

Description	Units	Price	Maintenance
New World ERP			
Other Services			
Project Management	70	\$ 14,000	\$ 0
Tyler One			
Content Manager			
Core	32	\$ 6,240	\$ 0
<b>TOTAL</b>		<b>\$ 20,240</b>	<b>\$ 0</b>

**Conversion Services**

Description	Price
New World ERP	
Enterprise Permitting & Licensing	
Business Management-Conversion	\$ 21,150
Community Development -Conversion	\$ 14,100
<i>Sub-total</i>	\$ 35,250
<i>Less Discount</i>	<i>\$ 17,625</i>
<b>TOTAL</b>	<b>\$ 17,625</b>

**Summary****One Time Fees****Recurring Fees**

Total Tyler Software

\$ 0

\$ 0

Total SaaS

\$ 0

\$ 63,755

Total Tyler Services

\$ 142,385

\$ 0

Total Third-Party Hardware, Software, Services

\$ 0

\$ 0

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Summary Total

\$ 142,385

\$ 63,755

## Comment

Business Management: Tyler leads and owns the "Assess and Define" and "Configuration" of 1 unique business transactions, 1 template business transactions, 1 geo-rules and 1 automation events. Configuration elements beyond this will be owned by the client." Community Development: Tyler leads and owns the "Assess and Define" and "Configuration" 2 unique business transactions, 2 template business transactions, 1 geo-rules and 1 automation events. Configuration elements beyond this will be owned by the client. EPL Implementation normally consists of 75% remote and 25% onsite. eReviews enables electronic review and markup of submitted plans and other documentation by client personnel.

eReviews enables electronic review and markup of submitted plans and other documentation by client personnel. eReviews requires Bluebeam Studio Prime, at an estimated yearly subscription cost of \$3,000/100 users. eReviews also requires Bluebeam Revu licenses for agency staff that is involved in the review, markup, and management of electronic plans. Bluebeam Revu licenses are approximately \$300 per user per year. Bluebeam Studio Revu and Bluebeam Prime are to be purchased separately by the client.

In the event Client acquires from Tyler any edition of Tyler Content Manager software other than Enterprise Edition, the license for Content Manager is restricted to use with Tyler applications only. If Client wishes to use Tyler Content Manager software with non-Tyler applications, Client must purchase or upgrade to Tyler Content Manager Enterprise Edition.</TCM-SE-SW>

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms, subject to payment terms in an agreement, amendment, or similar document in which this sales quotation is included:

- License fees for Tyler and third-party software are invoiced upon the earlier of (i) delivery of the license key or (ii) when Tyler makes such software available accessible.
- Fees for hardware are invoiced upon delivery.
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware.
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software accessible to the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the agreement, with renewals invoiced annually thereafter in accord with the Agreement.
- Fees for services included in this sales quotation shall be invoiced as indicated below.
  - o Implementation and other professional services fees shall be invoiced as delivered.
  - o Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.

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o Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and material basis. "

o Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where Project Planning Services are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.

o If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.

o Notwithstanding anything to the contrary stated above, the following payment terms shall apply to fees specifically for migrations: Tyler will invoice Client 50% of any Migration Services Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite. Annual SaaS Fees will be invoiced upon availability of the hosted environment.

- Expenses associated with onsite services are invoiced as incurred.

Any SaaS or hosted solutions added to an agreement containing Client-hosted Tyler solutions are subject to Tyler’s SaaS Services terms found here: <https://www.tylertech.com/terms/tyler-saas-services>.

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ P.O.#: \_\_\_\_\_

**File Attachments for Item:**

19. City Council Resolution No. 2025-079 - A resolution of the City of Lake City, Florida, adopting the evaluation and tabulation of responses to that certain Invitation to Bid Number 014-2025 for the milling and repaving of Camp Street, awarding said Bid to Florida Fill and Grading, Inc., a Florida Corporation; approving the agreement with said vendor; making certain findings of fact in support thereof; recognizing the authority of the Mayor to execute and bind the City to said agreement; directing the Mayor to execute and bind the City to said agreement; repealing all prior resolutions in conflict; and providing an effective date.

<b>MEETING DATE</b>

# CITY OF LAKE CITY

## Report to Council

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

**SUBJECT:** Camp Street Milling & Repaving

**DEPT / OFFICE:** Public Works

<b>Originator:</b> Brenda Karr		
<b>City Manager</b> Don Rosenthal	<b>Department Director</b> Steve Brown	<b>Date</b> 4/28/2025
<b>Recommended Action:</b> Award lowest bidder, Florida Fill & Grading Inc. contract for ITB-014-2024 Camp Street Milling & Repaving		
<b>Summary Explanation &amp; Background:</b> <p>ITB: 014-2025 was posted on March 6, 2025, and ran through April 23, 2025. The ITB was issued for the milling and repaving of Camp Street. The project sought qualified contractors to undertake the necessary roadway improvements. Florida Fill &amp; Grading Inc. was determined to be the lowest responsive and responsible bidder for ITB-014-2025 for \$248,205.00.</p>		
<b>Alternatives:</b> <p>Not award contract</p>		
<b>Source of Funds:</b> <p>The project will be funded by reallocating existing funds from the Public Works Account 001.15.541-060.63 to cover the cost associated with the milling and repaving of Camp Street.</p>		
<b>Financial Impact:</b> <p>\$248,205.00</p>		
<b>Exhibits Attached:</b> ITB-014-2025 Solicitation, Bid Tabulation, Florida Fill & Grading Proposal, Construction Contract		

## RESOLUTION NO 2025-079

### CITY OF LAKE CITY, FLORIDA

**A RESOLUTION OF THE CITY OF LAKE CITY, FLORIDA ADOPTING THE EVALUATION AND TABULATION OF RESPONSES TO THAT CERTAIN INVITATION TO BID NUMBER 014-2025 FOR THE MILLING AND REPAVING OF CAMP STREET AWARDDING SAID BID TO FLORIDA FILL AND GRADING, INC., A FLORIDA CORPORATION; APPROVING THE AGREEMENT WITH SAID VENDOR; MAKING CERTAIN FINDINGS OF FACT IN SUPPORT THEREOF; RECOGNIZING THE AUTHORITY OF THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AGREEMENT; DIRECTING THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AGREEMENT; REPEALING ALL PRIOR RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, Section 2-178(d) of the Code of Ordinances of the City of Lake City (the, "City") requires the procurement of supplies and contractual services based on a competitive bid process; and

**WHEREAS**, in accordance with said provision of the City's Code of Ordinances, the City solicited bids pursuant to Invitation to Bid Number 014-2025 (the "ITB") seeking a vendor-for the milling and repaving of Camp Street (the "Services"); and

**WHEREAS**, Florida Fill & Grading, Inc., a Florida corporation (the "Vendor") was the lowest bidder responding to the ITB with a cost not to exceed \$248,205.00; and

**WHEREAS**, the City desires to and does accept the Vendor's bid; and

**WHEREAS**, pursuant to the ITB the Vendor and the City desire to enter into that certain contract for Vendor to provide the Services by adopting the terms of the proposed contract with Vendor in the form of the Exhibit attached hereto (the "Agreement"); and

**WHEREAS**, acquiring a provider of the Services by engaging the Vendor pursuant to the Agreement is in the public interest and in the interests of the City; now therefore

**BE IT RESOLVED** by the City Council of the City of Lake City, Florida:

1. Accepting the Vendor's bid pursuant to the evaluation and tabulation results arising from the ITB, and engaging the Vendor to provide the Services in the Agreement is in the public or community interest and for public welfare; and

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2. In furtherance thereof, the Agreement in the form of the Exhibit attached hereto should be and is approved by the City Council of the City of Lake City; and
  3. The Mayor of the City of Lake City is the officer of the City duly designated by the City's Code of Ordinances to enforce such rules and regulations as are adopted by the City Council of the City of Lake City; and
  4. The Mayor of the City of Lake City is directed to execute on behalf of and bind the City to the terms of the Agreement; and
  5. All prior resolutions of the City Council of the City of Lake City in conflict with this resolution are hereby repealed to the extent of such conflict; and
  6. This resolution shall become effective and enforceable upon final adoption by the City Council of the City of Lake City.

**APPROVED AND ADOPTED**, by an affirmative vote of a majority of a quorum present of the City Council of the City of Lake City, Florida, at a regular meeting, this \_\_\_\_ day of May, 2025.

BY THE MAYOR OF THE CITY OF LAKE CITY,  
FLORIDA

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Noah E. Walker, Mayor

ATTEST, BY THE CLERK OF THE CITY COUNCIL  
OF THE CITY OF LAKE CITY, FLORIDA:

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Audrey E. Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

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Clay Martin, City Attorney

INVITATION TO BID  
014-2025  
CAMP STREET MILLING AND PAVING

City of Lake City  
205 N. Marion Ave.  
Lake City, FL 32055

RELEASE DATE: March 18, 2025

DEADLINE FOR QUESTIONS: April 1, 2025

PROPOSAL SUBMISSION DEADLINE: April 23, 2025, 2:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

<https://procurement.opengov.com/portal/lcfla>

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RESOLUTION**

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EXECUTION**



City of Lake City  
INVITATION TO BID  
Camp Street Milling and Paving

I.	Introduction.....
II.	Instruction To Bidders.....
III.	Scope of Work and Related Requirements.....
IV.	General Terms and Conditions.....
V.	Pricing Proposal .....
VI.	Vendor Questionnaire.....

Attachments:

A - LOCATION MAP

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## 1. Introduction

### 1.1. Summary

#### INVITATION TO BID

014-2025

Sealed bids will be accepted by the City of Lake City, Florida until Wednesday, April 23, 2025 at 2:00 pm, local time through the City's e-Procurement Portal, OpenGov Procurement. Any bids received after the above time will not be accepted under any circumstances. Any uncertainty regarding the time a bid is received will be resolved against the Bidder. Bids will not be accepted through any other means. Bid opening will be promptly at 2:15 pm in the City Council Chambers located on the 2nd floor in City Hall, at which time all bids will be publicly opened and read aloud for the purchase and installation of:

Camp Street Milling and Paving

Any deviation from the specifications must be explained in detail under "Clarifications and Exceptions", as part of the Bidder's Response, and each deviation must be itemized by number and must specifically refer to the applicable specification paragraph and page. Otherwise it will be considered that items offered are in strict compliance with these specifications and the successful Bidder will be held responsible for meeting the specification.

All questions related to this ITB shall be submitted in writing through the [OpenGov Procurement](#) Question/Answer Tab via the City's e-Procurement portal, on or before, Question & Answer Submission Date by Question & Answer Submission Time. Please include the section title for each question, if applicable, in order to ensure that questions asked are responded to correctly.

All questions must be in writing and directed to the Procurement Director. All questions will be answered in writing. Any answers which may alter the scope of work will be answered in the form of addenda. Any and all addenda must be acknowledged through the City's e-Procurement Portal. Deadline for receiving questions is Tuesday, April 1, 2025 at 4:00 pm. Questions received after this date and time will not be considered.

Bidder may not withdraw his/her bid for a period of ninety (90) days following the opening of the responses.

The City of Lake City is exempt from State Use Tax, State Retail Tax and Federal Excise Tax. The bid price must be net, exclusive of taxes. Bidder's proposal must be dated, signed by authorized representative, title, firm name, address, and telephone number.

Local Vendor Preference: City of Lake City Administrative Policy #18 states that the bid of a resident of Columbia County, Florida will have a 5% preference over the bid submitted by any non-resident of Columbia County. A resident is defined as an individual whose primary residence is within Columbia County, Florida, a partnership whose principals are all residents of Columbia County, Florida, partnership or other business entity whose principal place of business is within Columbia County, Florida, or which maintains a full time business office open to the public within Columbia County, Florida. With these and

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other contributing factors the City Council reserves the right to award a bid or contract in the best interest of the City.

Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and city holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the Procurement Department or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

Any Bidder desirous of protesting a bid for any reason must file a written notice of bid protest with the City Manager's office within 72 hours following posting of notice of intended award. All protest will be in writing stating the bid being protested and the specific reason of the protest. All protest will be signed by the Protestor and include all detail for a complete and thorough review. The decision of the City Manager, after consultation with the City Attorney will be issued within five (5) working days of the receipt of the protest, unless additional time is agreed upon by all parties involved should circumstance warrant such a delay.

By submission of his/her bid, the Bidder certifies that:

- A. The bid has been arrived at by the Bidder independently and has been submitted without collusion with any other vendor of materials, supplies, or equipment described in the Invitation to Bid.
- B. The contents of the bid have not been communicated by the Bidder, his/her employees or agents, to his/her best knowledge and belief, to any person not an employee or agent of the Bidder or his surety in any bond furnished herewith and will not be communicated to any such person prior to the official opening of the bids.

The City of Lake City reserves the right to accept or reject any/all bids and to award the contract in the best interest of the City of Lake City, Florida.

CITY OF LAKE CITY, FLORIDA

Don Rosenthal

City Manager

## **1.2. Contact Information**

**Brenda Karr**

Procurement Director

205 North Marion Avenue

Lake City, FL 32055

Email: [karrb@lcfla.com](mailto:karrb@lcfla.com)

Phone: [\(386\) 758-5407](tel:(386)758-5407)

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**Department:**  
Procurement

### 1.3. Timeline

<b>Release Project Date</b>	March 18, 2025
<b>Question Submission Deadline</b>	April 1, 2025, 4:00pm
<b>Question Response Deadline</b>	April 8, 2025, 4:00pm
<b>Proposal Submission Deadline</b>	April 23, 2025, 2:00pm

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## 2. Instruction To Bidders

### 2.1. Overview

The City of Lake City is accepting bids for the milling and paving of Camp Street from US 441 to Ermine Avenue. Items of work include but are not limited to milling, asphalt paving, grassing, signs, and pavement markings.

Bidders shall create a FREE account with OpenGov Procurement by signing up at <https://procurement.opengov.com/signup>. Once you have completed account registration, browse back to this page, click on "Submit Response", and follow the instructions to submit the electronic response.

### 2.2. Submittal Deadline

Bids shall be submitted via the City's e-Procurement Portal, OpenGov Procurement, no later than Wednesday, April 23, 2025 at 2:00 pm. Late proposals shall not be accepted.

Bids must be submitted via the [City's e-Procurement Portal, OpenGov](#) and may not be delivered orally, by facsimile transmission, or by other telecommunication or electronic means.

### 2.3. Pre-Bid Meeting

There will be no pre-bid meeting associated with this project.

### 2.4. Questions

All questions related to this ITB shall be submitted in writing via the OpenGov Question/Answer Tab via the [City's e-Procurement portal](#), on or before, Tuesday, April 8, 2025 by 4:00 pm. All questions submitted and answers provided shall be electronically distributed via email to bidders following this solicitation on the City's e-Procurement Portal. Oral answers given by anyone shall not be authoritative.

### 2.5. Addenda

- A. The Procurement Department may issue an addendum in response to any inquiry received, prior to the deadline for questions which changes, adds to, or clarifies the terms, provisions, or requirements of the solicitation. The Bidder should not rely on any representation, statement or explanation whether written or verbal, regardless of the source, other than those made in this solicitation document or in any addenda issued. Where there appears to be a conflict between this solicitation and any addenda, the last addendum issued shall prevail. Bidders will be notified by email when an any addendum are issued.
- B. It is the Bidders responsibility to ensure receipt of all addenda and any accompanying documentation. The Bidder is required to Acknowledge receipt of the addenda in the OpenGov system. Failure to acknowledge each addendum in the OpenGov system will prevent your bid from being submitted.

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## 2.6. Contents of Solicitation and Bidders Responsibilities

It is the responsibility of the Bidder to become thoroughly familiar with the requirements, terms, and conditions of this solicitation. Pleas of ignorance of these matters by the Bidder will not be accepted as a basis for varying the requirements of the City or the amount to be paid to the vendor.

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### 3. Scope of Work and Related Requirements

#### 3.1. General Scope of Work

This will be for the milling and paving of Camp Street from Main to Ermine Avenue.

#### 3.2. Specifications

Labor, equipment, and materials to mill and pave Camp Street from Main to Ermine Avenue. Approximately 3330 LF x 20'W x 1.5 inches deep and repaved with 1 1/2" of asphalt (approximately 7400 Square Yards).

#### 3.3. Permitting

The successful contractor shall be responsible for providing all required drawings and specifications required to obtain the appropriate building permits. Permit fees will be paid for by the contractor. The awarded bidder shall secure permits and arrange for inspections as required.

#### 3.4. Protection of Property/Property Conditions

- A. If property is damaged performing work specified or is removed for the convenience of the work, it shall be repaired or replaced at the expense of the bidder in a manner acceptable to the City of Lake City.
- B. Bidder shall notify the Contract Manager for the City of the work site having pre-existing damage before beginning the work. Failure to do so shall obligate the bidder to make repairs as addressed in this solicitation.
- C. Bidder shall be responsible for securing all work areas to be safe.

#### 3.5. Safety

The Contractor shall be responsible for the safe conduct of his/her personnel during the execution of the work detailed herein. The Contractor shall meet or exceed the standards set for by the Occupational Safety and Health Administration (OSHA) and requirements established by the Federal, State, and Local agencies. Should an unsafe condition be identified during the execution of this work, the Contractor will immediately suspend such activity until a safe method can be employed.

#### 3.6. Employees

- A. Contractor shall be responsible for the appearance of all working personnel assigned to the project. Personnel shall be clean and appropriately dressed at all times. Personnel must wear property identification at all times (company shirts, ID badges, etc.)
- B. All personnel of the Contractor shall be considered to be, at all times, the sole employees of the Contractor, under the Contractor's sole direction, and not an employee or agent of the City of Lake City. The Contractor shall supply competent and physically capable employees and the City

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of Lake City may require the Contractor to remove any employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose presence on city property is not in the best interest of the City of Lake City. The City of Lake City shall not have any duty to implement or enforce such requirements.

- C. Contractor shall assign an “on-duty” supervisor who speaks and reads English.
- D. Contractor shall have its employees refrain from the use of tobacco products in the City’s buildings or grounds. Tobacco use will be allowed in designated areas only.
- E. Contractor shall be solely responsible for receiving all materials and equipment at site.

### 3.7. Storage of Materials

Contractor shall discuss material and/or equipment storage areas with the City Contract Manager.

### 3.8. Disposal of Waste

The successful Contractor shall be responsible for the daily disposal of all waste materials, debris, and any and all excess materials, containers, etc. at an off-site location in accordance with local, state and federal regulations. The City dumpsters are not to be used by the Contractor. Disposal of waste materials shall be in a proper manner in accordance with all environmental guidelines and regulations.

### 3.9. Hours of Work

- A. The successful Contractor will perform installation Monday through Friday from 7:00 AM to 4:00 PM.
- B. Extended working hours may be available upon request and approval by the City of Lake City prior to the commencement of the work specified under this contract.

### 3.10. Traffic Control

Contractor will provide maintenance of traffic.

### 3.11. Warranty

- A. The Contractor agrees that the goods furnished under any award resulting from this solicitation shall be covered by the most favorable commercial warranties the Contractor gives any customer for such goods and that the rights and remedies provided therein are in addition to and do not limit those available to the City of Lake City by any other clause of this solicitation. A copy of this warranty shall be furnished with the bid. At a minimum, all work shall be guaranteed by the Contractor against defects resulting from the use of inferior materials, equipment or workmanship for one (1) year from the date of final acceptance of the entire project by the City of Lake City in writing.

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- B. The Contractor warrants that, unless otherwise specified, all materials and equipment incorporated in this solicitation and under the contract shall be new, in first class condition, and in accordance with the ITB documents. The Contractor further warrants that all workmanship shall be of the highest quality and in accordance with contract documents and shall be performed by persons qualified at their respective trades. Defects discovered during the warranty period shall be corrected by the Contractor to the City of Lake City's satisfaction.

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## 4. General Terms and Conditions

### 4.1. Definitions

- 1.1. **Addendum:** A written change to a Solicitation.
- 1.2. **Bid, Offer, or Response:** Shall refer to any bid, offer, or response submitted in regard to this Invitation to Bid that if accepted would bind the Contractor to perform the resultant contract.
- 1.3. **Bidder:** A general reference to any entity responding to this solicitation and must be the party entering into the Agreement with the City; also includes bidder, contractor, company, respondent, vendor, etc.
- 1.4. **Contract:**The Agreement to provide the goods or perform the services set forth in this solicitation.
- 1.4.1. **Purchase of Goods-** The contract will be comprised of the solicitation document signed by the vendor with any addenda and other attachments specified incorporated and a City purchase order.
- 1.4.2. **Performance of Services –** The contract will be comprised of the Agreement between the City and the vendor, the solicitation document, any addenda, and other attachments incorporated into the agreement.
- 1.5. **Contractor:**The vendor to whom award has been made.
- 1.6. **City:** Shall refer to City of Lake City, Florida.
- 1.7. **Required Bid Bonds –** Bidder is required to send in their bid bonds (if applicable) by the due date and time of the solicitation.
- 1.8. **Invitation to Bid (ITB):** Shall mean this solicitation document, including any Addenda, used to communicate City requirements to prospective bidders and to solicit bid responses from them.
- 1.9. **Language:** The City has established for purposes of this solicitation that the words “shall”, “must”, or “will” are equivalent in this solicitation and indicate a mandatory requirement or condition, the material deviation from which shall not be waived by the City. A deviation is material if, in the City’s sole discretion, the deficient response is not in substantial accord with this ITB’s mandatory requirements. The words “should” or “may” are equivalent in this solicitation and indicate very desirable conditions or requirements, but are permissive in nature.
- 1.10. **Owner:** Shall refer to City of Lake City, Florida.
- 1.11. **Responsible:** Refers to a vendor that has the capacity and capability to perform the work required under a Solicitation and is otherwise eligible for award.
- 1.13. **Responsive:** Refers to a Bidder that has taken no exception or deviation from the terms, conditions, and specifications set forth in an ITB. Their bid, offer or response conforms to the instructions and format specified in the solicitation document.
- 1.14. **Solicitation:** The written document detailing the solicitation requirements and requesting bids, offers or submittals from Bidders.

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#### 4.2. Qualifications of Respondents

The City of Lake City reserves the right before awarding the contract, to require the Bidder to submit such evidence of his qualifications and experience as it may deem necessary, and may consider any evidence available to it of the financial, technical and other qualifications and abilities of a respondent.

- A. The Bidder is assumed to be familiar with all Federal, State or local laws, codes, ordinances, rules and regulations that in any manner affect the work, and to abide thereby if awarded the Contract. Ignorance of legal requirements on the part of the Bidder will in no way relieve him of responsibility.
- B. Any Bidder may be required to show to the complete satisfaction of the City of Lake City that he/she has the necessary personnel, facilities, abilities, and financial resources to perform the work in a satisfactory manner and within the time specified.
- C. Bidder must possess any and all required licenses to perform and complete the work necessary in this project. The Bidder must be licensed at the time of submitting their bid and the license must be in effect for the entire period of the project.

#### 4.3. Award

Award may be made to the Bidder which offers the best value to the City. The City reserves the right to reject any and all offers, to waive non-material irregularities or technicalities and to re-advertise for all or any part of this solicitation as deemed in its best interest. The City shall be the sole judge of its best interest.

#### 4.4. Assignment

The Contractor shall not assign or transfer any contract resulting from this solicitation, including any rights title or interest therein, or its power to execute such contract to any person, company or corporation without the prior written consent of the City.

#### 4.5. Basis for Bidding

The total amount bid shall be based on quantities, unit prices and/or lump sum(s) according to the "Pricing Table" provided. Any quantities shown in the Pricing Table are estimates for the purpose of arriving at a total bid price for comparison of Bid Responses.

A Bidders bid prices shall be firm for ninety (90) calendar days after the solicitation opening date, unless stated differently in the Special Terms and Conditions. In the case of a discrepancy between the unit cost and extended cost the unit cost quoted will take precedence and the Procurement Department shall make and note the correction on the Final Bid Tabulation.

#### **4.6. Bidder Eligibility**

It is the policy of the City to encourage full and open competition among all available qualified vendors. All vendors regularly engaged in the type of work specified in the solicitation are encouraged to submit bids. Eligibility requirements for contract award are:

- 6.1. Have NO delinquent indebtedness to the City of Lake City or other federal, state, or local agencies;
- 6.2. Shall be regularly and consistently engaged in providing services the same or similar to those being requested in the solicitation;
- 6.3. Have adequate financial resources, or the ability to obtain such resources as required during performance of the contract;
- 6.4. Be able to comply with the required or proposed delivery or performance schedule;
- 6.5. Have a satisfactory record of performance. Vendors who are or have been seriously deficient in current or recent contract performance (when the number of contracts and the extent of the deficiency of each are considered, in the absence of evidence to the contrary or circumstances properly beyond the control of the contractor) shall be presumed unable to meet this requirement. Past unsatisfactory performance will ordinarily be sufficient to justify a finding of non-responsibility;
- 6.6. Have a satisfactory record of integrity and business ethics;
- 6.7. Be properly licensed by the appropriate regulatory agency for the work to be performed;
- 6.8. Not have any previous or current investigations, regardless of disposition or outcome, by the regulatory agency responsible for licensing Contractors; and
- 6.9. Be otherwise qualified and eligible to receive an award under applicable laws and regulations.

#### **4.7. Cancellation of Solicitation**

The City reserves the right to cancel, in whole or in part, any solicitation when it is in the best interest of the City. Availability of all information related to a cancelled solicitation is subject to Chapter 119, Florida Statutes.

#### **4.8. Changing of Forms**

If the City discovers any bid forms submitted by a bidder in response to this solicitation have been altered the City may, at its discretion, disqualify the Bidder and not consider their bid for award.

#### **4.9. Tax Exempt**

The City is generally exempt from Federal Excise Taxes and all State of Florida sales and use taxes. The City will provide a tax exemption certificate upon request. Contractors doing business with the City are not exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with

the City, nor shall any contractor be authorized to use any of the City's Tax Exemptions in securing such materials.

#### 4.10. Collusion Among Firms

Where two (2) or more related parties, as defined herein, each submit a bid for the same contract, such bids shall be presumed to be collusive. The foregoing presumption may be rebutted by the presentation of evidence as to the extent of ownership, control and management of such related parties in preparation of such submittals. Related parties shall mean an interested party or the principals thereof which have a direct or indirect ownership interest in another interested party for the same contract or in which a parent company or the principals thereof of one interested party have a direct or indirect ownership interest in another interested party for the same contract. Furthermore, any prior understanding, agreement, or connection between two (2) or more corporations, firms, or persons submitting a response for the same materials, supplies, services, or equipment shall also be presumed to be collusive. The relationship of manufacturer or their representative(s) providing pricing to distributors while each party submits a bid for the same materials, supplies, services, or equipment shall be presumed to be collusive. Responses found to be collusive shall be rejected. Respondents which have been found to have engaged in collusion may be considered non-responsible, and may be suspended or debarred, and any contract resulting from collusive actions may be terminated for default.

#### 4.11. Conflict of Interest

The award hereunder is subject to Chapter 112, Florida Statutes. All respondents must disclose with their response the name of any officer, director, or agent who is also an employee of the City of Lake City. Further, all respondents must disclose the name of any City of Lake City employee who owns, directly or indirectly, an interest of five percent (5%) or more of the Bidders firm or any of its branches.

#### 4.12. Conflicts within the Solicitation

Where there appears to be a conflict between the General Terms and Conditions, Special Terms and Conditions, the Supplemental Terms & Conditions the Statement of Work, the Schedule of Bid Items, or any addendum issued, the order of precedence shall be the last addendum issued, the Schedule of Bid Items, the Statement of Work, the Special Terms & Conditions, the Supplemental Terms & Conditions and then the General Terms & Conditions. In addition, in the case of a conflict between any term or provision contained in contract documents which cannot be resolved by the order of precedence set forth previously, the term or condition that is more stringent and/or specific shall govern and apply.

#### 4.13. Continuation of Work

Any work that commences prior to and will extend beyond the expiration date of the current contract period shall, unless terminated by mutual written agreement between the City and the vendor, continue until completion without change to the then current prices, terms and conditions.

#### 4.14. Cost of Preparing Bid Response

All costs incurred by the Bidder for proposal preparation and participation in this competitive procurement will be the sole responsibility of the Bidder. The City of Lake City shall not reimburse any Bidder for any such costs.

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#### 4.15. Execution of Contract

The Contractor to whom the City intends to award a Contract will be required to execute an Agreement within ten (10) days from the date of the Notice of Recommendation for Award, and deliver these executed instruments as instructed to the City of Lake City Procurement Department.

#### 4.16. Interpretation of Contract Documents

Each Bidder shall thoroughly examine the Forms Response Form, and all other papers comprising the Contract Documents. He shall also examine and judge for himself all matters relating to the location and the character of the proposed work. If the Bidder should be of the opinion that the meaning of any part of the specifications is doubtful or obscure, or that they contain errors or reflect omissions, he should report such opinion or opinions in writing for an interpretation to the Procurement Department at 205 N. Marion Ave., Lake City, FL 32055 or by email to [procurement@lcfla.com](mailto:procurement@lcfla.com). Your notification should be done immediately, but in not case no later than **seven (7) business days** before the due date and time.

The City shall not be responsible for oral interpretation given by any City representative, the issuance of a written addendum being the only official method whereby such an interpretation will be given. The failure of the Bidder to direct the attention of the Purchasing Representative to errors or discrepancies will not relieve the Bidder, should he be awarded the contract, of responsibility of performing the work to the satisfaction of the City of Lake City in accordance with the specifications.

#### 4.17. Liability

The Contractor shall hold and save the City of Lake City, its officers, agents, and employees harmless from liability of any kind in the performance of or fulfilling the requirements of a Contract resulting from this solicitation.

#### 4.18. Notice to Proceed

Following contract award the City shall schedule with Contractor a pre-construction meeting. At that meeting the parties will mutually agree on a projects start date which will be used as the Notice to Proceed date. The City shall provide the Notice to Proceed (NTP) to the Contractor. Contractor shall sign NTP acknowledging receipt and agreeing to the dates. The performance period will be defined in the NTP using the NTP date with the days stated in the Time of Completion paragraph of the Contract Documents.

#### 4.19. Price Bid

The unit prices, lump sum(s) and total price bid for the work shall be stated in figures in the appropriate places on the prescribed form(s), and shall be firm for ninety (90) calendar days after the solicitation opening date, unless stated differently in the Special Terms and Conditions. In the case of a discrepancy between the unit cost and extended cost the unit cost quoted will take precedence.

#### 4.20. Protests

Protests can only be made by Interested Parties. Any Bidder desirous of protesting a bid for any reason must file a written notice of bid protest with the City Manager's office within 72 hours following posting of notice of intended award. All protest will be in writing stating the bid being protested and the specific

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reason of the protest. All protest will be signed by the Protestor and include all detail for a complete and thorough review. The decision of the City Manager, after consultation with the City Attorney will be issued within five (5) working days of the receipt of the protest, unless additional time is agreed upon by all parties involved should circumstance warrant such a delay.

#### 4.21. Public Entity Crime

Pursuant to Section 287.133(12)(a) of the Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid Response on a contract to provide any goods or services to a public entity, may not submit a bond on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bid Responses on leases of real property to a public entity may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for Category Two (\$25,000) for a period of 36 months from the date of being placed on the convicted vendor list."

#### 4.22. Public Record

The Owner is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's public records law. Specifically, the Contractor shall:

- A. Keep and maintain public records required by the public agency to perform the service.
- B. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- 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 public agency.
- D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency 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 public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency

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**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 (386) 719-5826 OR (386) 719-5756, CITYCLERK@LCFLA.COM, CITY CLERKS OFFICE, 205 N MARION AVE., LAKE CITY, FL, 32055.**

#### **4.23. Insurance**

- A. Without limiting Contractor's indemnification, it is agreed that the successful Contractor will purchase at their expense and maintain in force at all times during the performance of services under this agreement the following insurance. Where specific limits are shown, it is understood that they must be the minimum acceptable limits. If successful Contractor's policy contains higher limits, the City of Lake City will be entitled to coverage to the extent of such higher limits. Certificates of Insurance must be furnished to the City naming the City of Lake City as additional insured. These certificates must provide a ten (10) calendar day notice to the City in the event of cancellation, non-renewal or a material change in the policy.
- B. Statutory Workers Compensation insurance as required by the State of Florida.
- C. Commercial General Liability insurance to provide coverage of not less than \$1,000,000.00 combined single limit per occurrence and annual aggregates where generally applicable and must include premises-operations, independent contractors, products/completed operations, broad form property damage, blanket contractual and personal injury endorsements.
- D. Business Vehicle/Umbrella Liability insurance with a minimum limit of \$200,000 per occurrence, and \$300,000 for all claims arising out of the same incident or occurrence, for property damage and personal injury. Notice, these limits may change according to Florida law and the protections afforded to the City pursuant to sovereign immunity for liability.

#### **4.24. Indemnity**

Successful contractor will indemnify and hold Owner and Owner's agents harmless from any loss, cost, damage or injury sustained by any persons (s) as a result of the actions of employees or officers of the Contractor, subcontractors or suppliers.

#### **4.25. Liquidated Damages**

In the event the bidder is awarded the contract and fails to complete the work within the time limit or extended time limit agreed upon, liquidated damages will be paid to the City of Lake City at the sum of \$500.00 per day for all work awarded under the contract until the work has been satisfactorily completed and accepted by the City.

#### **4.26. Schedule**

- A. Upon receipt of all required documents a Notice to Proceed will be issued.

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- B. The successful Contractor must complete all work within sixty (60) calendar days after delivery of equipment.

#### 4.27. Special Conditions

- A. Extended time may be allowed for the completion of this project due to inclement weather.
- B. Decisions to allow days added to the contract due to inclement weather will be based upon weather records as recorded with the State of Florida, Division of Forestry located in Lake City, Florida and approved by the City of Lake City Project Manager.
- C. In the event additional days are awarded the contractor must notify the City of Lake City Procurement department at the beginning of work stoppage and each succeeding day until work can be safely resumed.

#### 4.28. Payment

Payment will be based on: (a) City's acceptance of work, and (b) submitted evidence, if requested by the City, that all payrolls, materials, bills, and indebtedness connected with the work have been paid. The City may withhold an amount as may be necessary to pay such claims for labor and services rendered and materials involved with the work. Payment to Contractor will be made within thirty (30) calendar days of receipt of invoice, assuming there are no contested amounts with the invoice.

#### 4.29. Or Equal

Any manufacturers' names, trade names, brand names or catalogue numbers used in the specifications are for the purpose of describing and establishing general performance and quality levels. Such references are not intended to be restrictive. Bids are invited on these and comparable brands or products provided the quality of the proposed products meet or exceed the quality of the specifications listed for any item. All requests for "or equal" consideration must be received prior to the deadline for receiving questions.

#### 4.30. Experience/References

Bidders must provide a statement of qualifications and include with their proposal a minimum of three (3) references for similar project in the last five (5) years. The list of references must be submitted as a part of the bidder response as provided within the vendor questionnaire. All reference materials provided become the property of the City of Lake City and also become public record.

#### 4.31. Change Orders

- A. Notify the City of Lake City of any conditions in the project area that are not addressed within the specifications that may require a change order.
- B. Change orders to the scope of work or additional work requested by the City of Lake City must be in written form and initiated by the Contractor.

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- C. All changes or additions will be approved by the City of Lake City prior to work being initiated.

#### 4.32. Addendum

It will be the sole responsibility of the bidder to contact the Purchasing Department prior to submitting a bid to determine if any addenda have been issued, to obtain such addenda, and to acknowledge addenda with their bid. Failure to submit acknowledgement of any addendum that affects the bid price is considered a major irregularity and will be cause for rejection of the bid.

#### 4.33. Required Documents

The enclosed documents must be executed and returned with bid proposal or the proposal may be considered non-responsive. (Conflict of Interest Statement, Disputes Disclosure Form, Drug Free Workplace Certificate, Non-Collusion Affidavit of Proposer, References, Public Entity Crime Statement and E-Verify Affirmation Statement.

#### 4.34. Employment Eligibility Verification (E-Verify)

In accordance with State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Verification of Employment Status), in the event performance of this Agreement is or will be funded using state or federal funds, the CONTRACTOR must comply with the Employment Eligibility Verification Program("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the CONTRACTOR must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States, except if the CONTRACTOR is a state or local government, the CONTRACTOR may choose to verify only new hires assigned to the Agreement; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include these requirement in certain subcontracts, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

#### 4.35. Payment And Performance Bonds

Payment and performance bonds are a requirement of this bid :5%

#### 4.36. Additional Information

The City of Lake City reserves the right to request any additional information needed for clarification from any Bidder for evaluation purposes.

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## 5. Pricing Proposal

### CAMP STREET MILLING AND PAVING

(From US 441 to Ermine Avenue)

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Camp Street Milling and Paving	1	Total Cost		
TOTAL					

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## 6. Vendor Questionnaire

### 6.1. References\*

As per the [Terms and Conditions](#), please provide the company name, address, contact person, telephone number and length of time services, using the following format, of at least three (3) client/customer references.

**\*Note: only list those client/customers in which a similar type of equipment/product of scope of work/service was provided.**

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Business Phone #: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Email: \_\_\_\_\_

Length of time services provided: \_\_\_\_\_

\*Response required

### 6.2. Title and Organization\*

Please provide your title and organization's name.

\*Response required

### 6.3. Local Office\*

Please provide the city and state for your local office. If you do not have a local office, please type "N/A".

\*Response required

### 6.4. Principal Office\*

Please provide the city and state for your Principal Office.

\*Response required

### 6.5. Conflict of Interest Statement\*

- A. The above named entity is submitting a Bid for the City of Lake City 014-2025 described as Camp Street Milling and Paving.
- B. The Affiant has made diligent inquiry and provides the information contained in the Affidavit based upon his/her own knowledge.

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- C. The Affiant states that only one submittal for the above proposal is being submitted and that the above named entity has no financial interest in other entities submitting proposals for the same project.
- D. Neither the Affiant nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraints of free competitive pricing in connection with the entity's submittal for the above proposal. This statement restricts the discussion of pricing data until the completion of negotiations if necessary and execution of the Contract for this project.
- E. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise ineligible from participation in contract letting by any local, State, or Federal Agency.
- F. Neither the entity nor its affiliates, nor anyone associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
- G. I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with the City of Lake City.
- H. I certify that no member of the entity's ownership or management, or staff has a vested interest in any aspect of the City of lake City.
- I. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above named entity, will immediately notify the City of Lake City.

☐ Please confirm

\*Response required

#### 6.6. [Disputes Disclosure Form\\*](#)

Please select all that pertain to your organization. To answer yes, click on the options that pertain to your organization.

*Select all that apply*

- ☐ Has your firm or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulations or any other regulatory agency or professional association within the last five (5) years?
- ☐ Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?
- ☐ Has your firm had against it or filed any request for equitable adjustment, contract claims, bid protest, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?
- ☐ None

\*Response required

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#### 6.7. Disputes Disclosure Form - Explanation\*

If you answered yes for any in the previous question, state the nature of the request for equitable adjustment, contract claim, litigation, or protest, and state a brief description of the case, the outcome or status of the suit and the monetary amounts or extended contract time involved. If you selected none, please type "N/A".

\*Response required

#### 6.8. Disputes Disclosure Form - Acknowledgement\*

I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation or falsification of facts shall be cause for forfeiture of rights for further consideration of this proposal for the City of Lake City.

☐ Please confirm

\*Response required

#### 6.9. Drug Free Workplace Certificate\*

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that, as an authorized signatory on behalf of our organization, publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace named above, and specifying actions that will be taken against violations of such prohibition.

- Informs employees about the dangers of drug abuse in the work place, the firm's policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations.
- Gives each employee engaged in providing commodities or contractual services that are under bid or proposal, a copy of the statement specified above.
- Notifies the employees that as a condition of working on the commodities or contractual services that are under bid or proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, plea of guilty or nolo contender to, any violation of Chapter 1893, of any controlled substance law of the State of Florida or the United States, for a violation occurring in the work place, no later than five (5) days after such conviction, and requires employees to sign copies of such written (\*) statement to acknowledge their receipt.
- Imposes a sanction on, or requires the satisfactory participation in, a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
- Makes a good faith effort to continue to maintain a drug free work place through the implementation of the drug free workplace program.

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“As a person authorized to sign this statement, I certify that the above named business, firm or corporation complies fully with the requirements set forth herein”.

☐ Please confirm

\*Response required

#### 6.10. Non-Collusion Affidavit\*

- A. By submitting a response to this solicitation, the Bidder Acknowledges that he/she is authorized to submit the attached response on behalf of their organization for:  
014-2025, Camp Street Milling and Paving;
- B. He/She is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;
- C. Such Proposal is genuine and is not a collusive or sham proposal;
- D. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, connived, or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Proposal in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached proposal or any other Bidder, or to fix any overhead, profit or cost element of the proposal price or the proposal price of any other Bidder, or to secure through any collusion, connivance, or unlawful agreement any advantage against the City of Lake City, Florida or any person interested in the proposed Contract; and;
- E. The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

☐ Please confirm

\*Response required

#### 6.11. Human Trafficking Affidavit\*

Please download the below documents, complete, and upload.

- [Human Trafficking \(4\).docx](#)

\*Response required

#### 6.12. E-Verify Affirmation Statement\*

014-2025-Camp Street Milling and Paving

Contractor/Proposer/Bidder acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of,

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(a) all persons employed by Contractor/Proposer/Bidder to perform employment duties within Florida during the term of the Contract, and,

(b) all persons (including subcontractors/vendors) assigned by Contractor/Proposer/Bidder to perform work pursuant to the Contract.

The Contractor/Proposer/Bidder acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the Contract is a condition of the Contract.

☐ Please confirm

\*Response required

### 6.13. Bidder's Checklist\*

By submitting a response to this solicitation, the bidder acknowledges that they have read, understand and agree to all requirements and that they have completed in their entirety all required documents and/or attachments as a part of their bid submission.

☐ Please confirm

\*Response required

### 6.14. Clarifications and Exceptions\*

Please explain in detail any deviation from the specifications. Each deviation must be itemized by number and must specifically refer to the applicable specification. Otherwise it will be considered that items offered are in strict compliance with these specifications and the successful Bidder will be held responsible for meeting the specification. If there will not be any deviation, please type "N/A".

\*Response required

### 6.15. Federal Identification No. (FEID)\*

Please provide your FEIN number here.

\*Response required

### 6.16. Sworn Statement Under Section 287.133(3)(n), Florida Statutes on Public Entity Crimes Acknowledgments\*

- A. This sworn statement is submitted with 014-2025.
- B. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to, and directly related to, the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentations.
- C. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an

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RESOLUTION**

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adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

D. I understand that an “affiliate” as defined in Paragraph 287.133(1)(a), Florida Statutes means:

1. A predecessor or successor of a person convicted of a public entity crime; or
2. an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The Ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

E. I understand that a “person” as defined in Paragraph 287.133(1)(c), Florida Statutes, means any natural person or entity organized under the laws of any state of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in management of an entity.

☐ Please confirm

\*Response required

**6.17. Please indicate which statement applies.\***

Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement.

*Select all that apply*

☐ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, nor any affiliate of the entity have been charged with or convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, or an affiliate of the entity has been charged with, and convicted of a public entity crime subsequent to July 1, 1989, and (Please indicate which additional statement applies - option 3, 4, or 5)

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- ☐ Option 3: There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order)
- ☐ Option 4: The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order)
- ☐ Option 5: The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by, or pending with, the Department of General Services)

\*Response required

#### **6.18. Required Documents**

Please upload your Final Order if you selected Option 3 or Option 4 above.

#### **6.19. Describe Action Taken**

Please describe any action taken by, or pending with, the Department of General Services, if you selected Option 5 above.

#### **6.20. Please upload all required documents here.\***

\*Response required

**EXHIBIT TO  
RESOLUTION**

**NOT FOR  
EXECUTION**



**EVALUATION TABULATION**  
ITB No. 014-2025  
Camp Street Milling and Paving  
RESPONSE DEADLINE: April 23, 2025, at 2:00 pm  
Report Generated: Friday, May 9, 2025

**SELECTED VENDOR TOTALS**

Vendor	Total
FLORIDA FILL GRADING	\$248,205.00
Anderson Columbia Co., Inc.	\$276,677.36

**CAMP STREET MILLING AND PAVING**

(From US 441 to Ermine Avenue)

Vendor	Total
FLORIDA FILL GRADING	\$248,205.00
Anderson Columbia Co., Inc.	\$276,677.36



City of Lake City  
Procurement

Brenda Karr, Procurement Director  
205 N. Marion Ave., Lake City, FL 32055

**EXHIBIT TO  
RESOLUTION**

[FLORIDA FILL GRADING] RESPONSE DOCUMENT REPORT

ITB No. 014-2025

Camp Street Milling and Paving

RESPONSE DEADLINE: April 23, 2025 at 2:00 pm

Report Generated: Tuesday, April 29, 2025

FLORIDA FILL GRADING Response

CONTACT INFORMATION

**Company:**

FLORIDA FILL GRADING

**Email:**

jeanette@floridafill.com

**Contact:**

JEANETTE BOONE

**Address:**

1110 SW SISTERS WELCOME RD  
LAKE CITY, FL 32025-1610

**Phone:**

N/A

**Website:**

N/A

**Submission Date:**

Apr 23, 2025 9:12 AM (Eastern Time)

**NOT FOR  
EXECUTION**

### ADDENDA CONFIRMATION

Addendum #1

*Confirmed Apr 14, 2025 11:17 AM by JEANETTE BOONE*

Addendum #2

*Confirmed Apr 14, 2025 2:50 PM by JEANETTE BOONE*

Addendum #3

*Confirmed Apr 14, 2025 2:51 PM by JEANETTE BOONE*

### QUESTIONNAIRE

#### 1. References\*

As per the [Terms and Conditions](#), please provide the company name, address, contact person, telephone number and length of time services, using the following format, of at least three (3) client/customer references.

**\*Note: only list those client/customers in which a similar type of equipment/product of scope of work/service was provided.**

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Business Phone #: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Email: \_\_\_\_\_

Length of time services provided: \_\_\_\_\_

**FLORIDA FILL & GRADING, INC 386-755-2298**  
**REFERENCES**

**Company Name:** Columbia County BCC  
**Address:** 135 NE Hernando Ave., Ste. 203, Lake City, FL 32056  
**Business Phone #:** 386-758-1005  
**Contact Person:** Chad Williams  
**Email:** [chad\\_williams@columbiacountyfla.com](mailto:chad_williams@columbiacountyfla.com)  
**Length of time services provided:** 4 months

**Company Name:** City of Lake City  
**Address:** 205 N. Marion Ave., Lake City, FL 32055  
**Business Phone #:** 386-752-2031  
**Contact Person:** Steve Brown  
**Email:** [browns@lcfla.com](mailto:browns@lcfla.com)  
**Length of time services provided:** 2.5 months

**Company Name:** City Of High Springs  
**Address:** 23718 W US HWY 27, High Springs, FL 32643  
**Business Phone #:** 386-454-2134  
**Contact Person:** Thomas Henry  
**Email:** [therry@highsprings.us](mailto:therry@highsprings.us)  
**Length of time services provided:** 1.5 months

**2. Title and Organization\***

*Pass*

Please provide your title and organization's name.

PRESIDENT, FLORIDA FILL & GRADING, INC

**3. Local Office\***

*Pass*

Please provide the city and state for your local office. If you do not have a local office, please type "N/A".

LAKE CITY, FL

**4. Principal Office\***

*Pass*

Please provide the city and state for your Principal Office.

LAKE CITY, FL

**5. Conflict of Interest Statement\***

*Pass*

- A. The above named entity is submitting a Bid for the City of Lake City 014-2025 described as Camp Street Milling and Paving.
- B. The Affiant has made diligent inquiry and provides the information contained in the Affidavit based upon his/her own knowledge.
- C. The Affiant states that only one submittal for the above proposal is being submitted and that the above named entity has no financial interest in other entities submitting proposals for the same project.
- D. Neither the Affiant nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraints of free competitive pricing in connection with the entity's submittal for the above proposal. This statement restricts the discussion of pricing data until the completion of negotiations if necessary and execution of the Contract for this project.
- E. Neither the entity not its affiliates, nor anyone associated with them, is presently suspended or otherwise ineligible from participation in contract letting by any local, State, or Federal Agency.

- F. Neither the entity nor its affiliates, nor anyone associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
- G. I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with the City of Lake City.
- H. I certify that no member of the entity's ownership or management, or staff has a vested interest in any aspect of the City of lake City.
- I. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above named entity, will immediately notify the City of Lake City.

Confirmed

**6. Disputes Disclosure Form\***

*Pass*

Please select all that pertain to your organization. To answer yes, click on the options that pertain to your organization.

None

**7. Disputes Disclosure Form - Explanation\***

*Pass*

If you answered yes for any in the previous question, state the nature of the request for equitable adjustment, contract claim, litigation, or protest, and state a brief description of the case, the outcome or status of the suit and the monetary amounts or extended contract time involved. If you selected none, please type "N/A".

N/A

**8. Disputes Disclosure Form - Acknowledgement\***

*Pass*



I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation or falsification of facts shall be cause for forfeiture of rights for further consideration of this proposal for the City of Lake City.

Confirmed

#### 9. Drug Free Workplace Certificate\*

*Pass*

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that, as an authorized signatory on behalf of our organization, publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace named above, and specifying actions that will be taken against violations of such prohibition.

- Informs employees about the dangers of drug abuse in the work place, the firm's policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations.
- Gives each employee engaged in providing commodities or contractual services that are under bid or proposal, a copy of the statement specified above.
- Notifies the employees that as a condition of working on the commodities or contractual services that are under bid or proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, plea of guilty or nolo contender to, any violation of Chapter 1893, of any controlled substance law of the State of Florida or the United States, for a violation occurring in the work place, no later than five (5) days after such conviction, and requires employees to sign copies of such written (\*) statement to acknowledge their receipt.
- Imposes a sanction on, or requires the satisfactory participation in, a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
- Makes a good faith effort to continue to maintain a drug free work place through the implementation of the drug free workplace program.

“As a person authorized to sign this statement, I certify that the above named business, firm or corporation complies fully with the requirements set forth herein”.

Confirmed

#### 10. Non-Collusion Affidavit\*

*Pass*

- A. By submitting a response to this solicitation, the Bidder Acknowledges that he/she is authorized to submit the attached response on behalf of their organization for:  
014-2025, Camp Street Milling and Paving;
- B. He/She is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;
- C. Such Proposal is genuine and is not a collusive or sham proposal;
- D. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, connived, or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Proposal in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached proposal or any other Bidder, or to fix any overhead, profit or cost element of the proposal price or the proposal price of any other Bidder, or to secure through any collusion, connivance, or unlawful agreement any advantage against the City of Lake City, Florida or any person interested in the proposed Contract; and;
- E. The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Confirmed

#### 11. Human Trafficking Affidavit\*

*Pass*

Please download the below documents, complete, and upload.

- [Human Trafficking \(4\).docx](#)

2025-04-14\_FLORIDA\_FILL\_&\_GRADING\_INC\_HUMAN\_TRAFFICKING\_AFFIDA.pdf

## 12. E-Verify Affirmation Statement\*

*Pass*

014-2025-Camp Street Milling and Paving

Contractor/Proposer/Bidder acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of,

(a) all persons employed by Contractor/Proposer/Bidder to perform employment duties within Florida during the term of the Contract, and,

(b) all persons (including subcontractors/vendors) assigned by Contractor/Proposer/Bidder to perform work pursuant to the Contract.

The Contractor/Proposer/Bidder acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the Contract is a condition of the Contract.

Confirmed

## 13. Bidder's Checklist\*

*Pass*

By submitting a response to this solicitation, the bidder acknowledges that they have read, understand and agree to all requirements and that they have completed in their entirety all required documents and/or attachments as a part of their bid submission.

Confirmed

## 14. Clarifications and Exceptions\*

*Pass*

Please explain in detail any deviation from the specifications. Each deviation must be itemized by number and must specifically refer to the applicable specification. Otherwise it will be considered that items offered are in strict compliance with these specifications and the successful Bidder will be held responsible for meeting the specification. If there will not be any deviation, please type "N/A".

N/A

**15. Federal Identification No. (FEID)\***

*Pass*

Please provide your FEIN number here.

59-3315607

**16. Sworn Statement Under Section 287.133(3)(n), Florida Statutes on Public Entity Crimes Acknowledgments\***

*Pass*

- A. This sworn statement is submitted with 014-2025.
- B. I understand that a “public entity crime” as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to, and directly related to, the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentations.
- C. I understand that “convicted” or “conviction” as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
- D. I understand that an “affiliate” as defined in Paragraph 287.133(1)(a), Florida Statutes means:
  - 1. A predecessor or successor of a person convicted of a public entity crime; or

2. an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The Ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
- E. I understand that a “person” as defined in Paragraph 287.133(1)(c), Florida Statutes, means any natural person or entity organized under the laws of any state of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in management of an entity.

Confirmed

**17. Please indicate which statement applies.\***

*Pass*

Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement.

Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, nor any affiliate of the entity have been charged with or convicted of a public entity crime subsequent to July 1, 1989.

**18. Required Documents**

Please upload your Final Order if you selected Option 3 or Option 4 above.

No response submitted

**19. Describe Action Taken**

*Pass*

Please describe any action taken by, or pending with, the Department of General Services, if you selected Option 5 above.

N/A

**20. Please upload all required documents here.\***

*Pass*

FLORIDA\_FILL\_AND\_GRADING\_INC\_BID\_BOND\_MILL\_&\_PAVE\_CAMP\_ST\_FROM\_US\_441\_TO\_ERMINE\_AVE.pdf

**PRICE TABLES**

**CAMP STREET MILLING AND PAVING**

(From US 441 to Ermine Avenue)

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Camp Street Milling and Paving	1	Total Cost	\$248,205.00	\$248,205.00
<b>TOTAL</b>					<b>\$248,205.00</b>

## HUMAN TRAFFICKING AFFIDAVIT

1. I am over the age of 18 and I have personal knowledge of the matters set forth except as otherwise set forth herein.
2. I currently serve as President (Role) of Florida Fill & Grading Inc. (Company).
3. Florida Fill & Grading Inc. (Company) does not use coercion for labor or service as those terms are defined in Florida Statute 787.06.
4. This declaration is made pursuant to Florida Statute 92.525. I understand that making a false statement in this declaration may subject me to criminal penalties.

Under penalties of perjury, I Jeanette Boone, President (Signatory Name and Title) declare that I have read the foregoing Human Trafficking Affidavit and that the facts stated in it are true.

Further Affiant sayeth naught.

### COMPANY

Florida fill & Grading Inc.  
NAME OF BUSINESS ENTITY

Jeanette Boone, Pres.  
SIGNATURE

Jeanette Boone, President  
TYPE NAME AND TITLE

**EXHIBIT TO  
RESOLUTION**

**NOT FOR  
EXECUTION**

# Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

## Bid Bond

### CONTRACTOR:

(Name, legal status and address)

Florida Fill & Grading, Inc.  
1110 SW Sisters Welcome Road  
Lake City, FL 32025

### SURETY:

(Name, legal status and principal place of business)

West Bend Insurance Company  
1900 South 18th Avenue  
West Bend, WI 53095

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

### OWNER:

(Name, legal status and address)

City of Lake City  
205 North Marion Avenue  
Lake City, FL 32055

BOND AMOUNT: \$ 5%

Five Percent of Amount Bid

### PROJECT:

(Name, location or address, and Project number, if any)

Contract No. 014-2025 - Camp Street Milling and Paving

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 16th day of April, 2025

Kristen Boone  
(Witness)

Florida Fill & Grading, Inc.  
(Principal)

By: Jane K. Boone, Pres.  
(Title)

Kailee Rousseau  
(Witness) Kailee Rousseau

West Bend Insurance Company  
(Surety)

By: Wendy A. Bright  
(Title) Wendy A. Bright Attorney-in-Fact

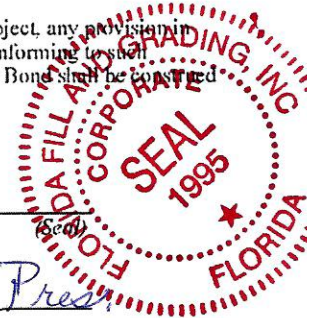


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RESOLUTION

NOT FOR  
EXECUTION





Principal: Florida Fill & Grading, Inc.

Obligee: City of Lake City

Bond No. Bid Bond

## POWER OF ATTORNEY

Know all men by these Presents, that West Bend Insurance Company (formerly known as West Bend Mutual Insurance Company prior to 1/1/2024), a corporation having its principal office in the City of West Bend, Wisconsin does make, constitute and appoint:

**Wendy A. Bright**

lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf as surety and as its act and deed any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of: Thirty Million Dollars (\$30,000,000)

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of West Bend Insurance Company by unanimous consent resolution effective the 1<sup>st</sup> day of January 2024.

*Appointment of Attorney-In-Fact. The president or any vice president, or any other officer of West Bend Insurance Company may appoint by written certificate Attorneys-In-Fact to act on behalf of the company in the execution of and attesting of bonds and undertakings and other written obligatory instruments of like nature. The signature of any officer authorized hereby and the corporate seal may be affixed by facsimile to any such power of attorney or to any certificate relating therefore and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the company in the future with respect to any bond or undertaking or other writing obligatory in nature to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any said officer at any time.*

Any reference to West Bend Mutual Insurance Company in any Bond and all continuations thereof shall be considered a reference to West Bend Insurance Company.

In witness whereof, West Bend Insurance Company has caused these presents to be signed by its president undersigned and its corporate seal to be hereto duly attested by its secretary this 1st day of January 2024.

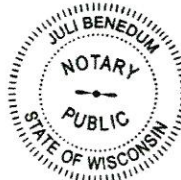
Attest Christopher C. Zwygart  
Christopher C. Zwygart  
Secretary



Robert J. Jacques  
Robert J. Jacques  
President

State of Wisconsin  
County of Washington

On the 1<sup>st</sup> day of January 2024, before me personally came Robert Jacques, to me known being by duly sworn, did depose and say that he is the President of West Bend Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation and that he signed his name thereto by like order.



Juli Benedum  
Lead Corporate Attorney  
Notary Public, Washington Co., WI  
My Commission is Permanent

The undersigned, duly elected to the office stated below, now the incumbent in West Bend Insurance Company, a Wisconsin corporation authorized to make this certificate, Do Hereby Certify that the foregoing attached Power of Attorney remains in full force effect and has not been revoked and that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at West Bend, Wisconsin this 16th day of April, 2025



Christopher C. Zwygart  
Christopher C. Zwygart  
Secretary

EXHIBIT TO  
RESOLUTION

NOT FOR  
EXECUTION

# CONSTRUCTION AGREEMENT

**THIS AGREEMENT** is by and between City of Lake City (hereinafter called OWNER) and FLORIDA FILL & GRADING, INC. (hereinafter called CONTRACTOR). OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

## ARTICLE 1 - WORK

1.01 CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents, as defined in Article 9 herein. The Work is generally described as follows:

**Milling and Repaving of Camp Street.**

## 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:

**Milling and repaving of Camp Street from SW Main Street to Ermine Avenue. Items of work include, but are not limited to milling, asphalt paving, grassing, signs and pavement markings.**

## ARTICLE 3 - ENGINEER

3.01 There is no Engineer on the project Steve Brown, Executive Director of Utilities shall be the Project Manager. Steve Brown will act as OWNER's representative, assume all duties and responsibilities, and have the rights and authority assigned in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents. Steve Brown can be reached at 386-984-6243 or browns@lcfla.com.

## ARTICLE 4 - CONTRACT TIMES

4.01 *Time of the Essence*

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.

- A. The Work (construction) will commence within 14 days after the Notice to Proceed has been issued.
- B. Total contract time shall not exceed 60 calendar days.

4.02 *Liquidated Damages*

Liquidated damages will be assessed to the contractor as follows:

**EXHIBIT TO  
RESOLUTION**

**NOT FOR  
EXECUTION**

A. In the event the bidder is awarded the contract and fails to complete the work within the time limit or extended time limit agreed upon, liquidated damages will be paid to the city of Lake City at the sum of \$500.00 per day for all work awarded under the contract until the work has been satisfactorily completed and accepted by the City.

## **ARTICLE 5 - CONTRACT PRICE**

- 5.01 OWNER shall pay CONTRACTOR for all work at the prices stated in CONTRACTOR's bid, for a total contract amount not to exceed **Two Hundred Forty-Eight Thousand Two Hundred and Five Dollars and Zero Cents (248,205.00).**

## **ARTICLE 6 - PAYMENT PROCEDURES**

- 6.01 *Submittal and Processing of Payments*

CONTRACTOR shall sign and submit the detailed application for payment to the Project Manager based on items shown on bid form. The detailed application will be processed by the Project Manager.

### *Progress Payments; Retainage*

- 6.02 A. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's payment application on monthly basis during performance of the Work, less such amounts as Project Manager shall determine.
- B. The Owner shall withhold, from each progress payment made to the contract, 5% as retainage. Retainage will be released (paid) to the CONTRACTOR when the project is completed and has been accepted by the Project Manager.

- 6.03 *Final Payment*

Upon final completion and acceptance of the Work in accordance with paragraph 14.07 of the Standard General Conditions of the Construction Contract, OWNER shall pay the remainder of the Contract Price as recommended by the Project Manager as provided in said paragraph 5.01.

- 6.04 *Payment*

All payments for the Work shall be made in accordance with the "Local Government Prompt Payment Act", Sections 218.70, et seq., Florida Statutes.

## **Article 7 - INTEREST**

- 7.01 Contract shall bear interest at the rate of 0% 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 examined and carefully studied the requirements of the Local Small Business Procurement Program.
- C. 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.
- D. 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.
- E. CONTRACTOR has obtained and carefully studied conditions at the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR, including applying the specific means, methods, techniques, sequences, and procedures of construction, if any, expressly required by the Contract Documents to be employed by CONTRACTOR, and safety precautions and programs incident thereto.
- F. CONTRACTOR does not consider that any 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 all the Contract Documents.
- H. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the Site, and all additional data within the Contract Documents.
- I. CONTRACTOR has given Issuing Office written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents, and the written resolution thereof by Issuing Office is acceptable to CONTRACTOR.
- J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

## **Article 9 - CONTRACT DOCUMENTS**

9.01 *Contents*

- A. The Contract Documents consist of the following:
1. This Agreement
  2. Construction Performance Bond
  3. Construction Documents for Camp Street specifically including:
    - a. Bid Solicitation Package
    - b. Florida Fill & Grade Inc. Bid Package
    - c. Technical Specifications (not attached to but incorporated herein by reference)
    - d. Construction Drawings (not attached to but incorporated herein by reference)
    - e. Addenda (not attached to but incorporated herein by reference)
    - f. Supplementary Conditions (Not Applicable)
  4. Exhibits to this Agreement (enumerated as follows):
    - a. Notice to Proceed; (Exhibit A);
  5. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
    - a. Written Amendments;
    - b. Field Order(s)
    - c. Work Change Directive(s);
    - d. Change Order(s).
- B. The documents listed in paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above) and are incorporated herein by reference.
- C. There are no Contract Documents other than those listed above in this Article 9 and this agreement.

9.02 *Precedence.*

- A. In the event of conflict or inconsistency among or between the Contract Documents, the order of precedence (in descending order) is as follows: Written Amendments, Change Orders, Work Change , Orders, this Agreement, Special Conditions, Supplementary Conditions, Standard General Conditions, Technical Specifications, Construction Drawings and CONTRACTOR's Bid.

**Article 10 - MISCELLANEOUS**

10.01 *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 all the Contract Documents.

10.02 *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 all the Contract Documents.

10.03 *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.

10.04 *Indemnification*

- A. The Contractor shall indemnify, defend, and hold harmless the OWNER, its officers, agents, and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the contractor and other persons employed or utilized by the Contractor in the performance of the work.

10.05 *Other Provisions*

- A. Nothing in the Contract Documents shall be interpreted or construed as a waiver of OWNER's sovereign immunity, except to the extent provided by and in accordance with Section 768.28, Florida Statutes.

10.06 *Records/Audit*

- A. The Contractor shall maintain records sufficient to document their completion of the scope of services established by this Agreement. These records shall be subject at all reasonable time to review, inspect, copy and audit by persons duly authorized by the City. These records shall be kept for a minimum of six (6) years after completion of the Contract. Records which relate to any litigation, appeals or settlements of claims arising from performance under this Order shall be made available until a final disposition has been made of such litigation, appeals, or claims.

10.07 *E-Verify Requirement*

The Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of the Contract and shall expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term.

Contractor must enroll and participate in the E-Verify Program within thirty days of the Contract and provide the City a copy of the "Edit Company Profile" screen indicating enrollment in the E-Verify Program and make such record(s) available upon request. Failure to comply is a material breach of this Contract.

10.08 *Insurance.*

The Contractor shall maintain such insurance as will protect the Owner from any or all claims for property damage, personal injury and bodily injury, including death, which may arise from operations under this contract, in the minimum amount of \$1,000,000.00 per occurrence. Certificates of such insurance shall be filed with the Owner prior to commencement of any work under this contract, and shall be subject to Owner's own approval

for adequacy of protection, and shall name the Owner as an additional insured under any such policy or policies. All required insurance shall also provide Owner with at least 30 days advance notice of cancellation, non-renewal, or adverse change.

10.09 *Public Records, Florida Statutes section 119.0701.*

1. In addition to all other provisions provided in this contract, the Contractor shall also comply with the requirements of Florida Statutes section 119.0701 regarding public records. Specifically, the Contractor shall:
  - A. Keep and maintain public records required by Owner as a public agency to perform the service.
  - B. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this Chapter or as otherwise provided by law.
  - 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 public agency.
  - D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency 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 public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

Contractor, for itself and any Subcontractor, agrees to comply with Florida Statutes section 119.0701 in all respects during the term of this agreement.

2. *Request for Records; Non-Compliance:*
  - A. A request to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the Contractor of the request, and the Contractor must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.
  - B. If the Contractor does not comply with the public agency's request for records, the public agency shall enforce the contract provisions in accordance with the contract.
  - C. If the Contractor fails to provide the public records to the public agency within a reasonable time it may be subject to penalties under section 119.10.

**EXHIBIT TO  
RESOLUTION**

**NOT FOR  
EXECUTION**

3. *Civil Action:*

If a civil action is filed against the Contractor to compel production of public records relating to a public agency's contract for services, the court shall assess and award against the Contractor the reasonable costs of enforcement, including reasonable attorney fees, if:

- A. The court determines that the Contractor unlawfully refused to comply with the public records request within a reasonable time; and
- B. At least 8 business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the Contractor has not complied with the request, to the public agency and to the Contractor.
- C. A notice complies with the above item if it is sent to the public agency's custodian of public records and to the Contractor at the Contractor's address listed on this contract with the public agency or to the Contractor's registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.
- D. A Contractor who complies with a public records request within 8 business days after the notice is sent is not liable for the reasonable costs of enforcement.

IF THE 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 386-719-5826 OR 386-719-5756, E-MAIL CITY CLERK@LCFLA.COM, CITY CLERKS OFFICE, 205 N. MARION AVE., LAKE CITY, FL 32055.

**[The Remainder of This Page Intentionally Left Blank]**



IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in duplicate. One counterpart each has been delivered to OWNER and CONTRACTOR. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or on their behalf.

This Agreement will be effective on \_\_\_\_\_, 2025 (which is the Effective Date of the Agreement.)

OWNER: City of Lake City

CONTRACTOR: Florida Fill & Grading, Inc.

By: EXHIBIT-NOT FOR EXECUTION

By: EXHIBIT-NOT FOR EXECUTION

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

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

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

Title: Jeanette Boone, President

[Corporate Seal]

[Corporate Seal]

Witness: EXHIBIT-NOT FOR EXECUTION

Attest: EXHIBIT-NOT FOR EXECUTION

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

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

Address for giving notices:

Address for giving notices:

Florida Fill & Grading, Inc

1110 SW Sisters Welcome Road

Lake City, FL 32025

(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 OWNER-CONTRACTOR Agreement.)

Licenses No. \_\_\_\_\_  
(Where applicable)

Agent for service of process:

Designated Representative:

Name: EXHIBIT-NOT FOR EXECUTION

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

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

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

Designated Representative:

Name: EXHIBIT-NOT FOR EXECUTION

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

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

**EXHIBIT TO  
RESOLUTION**

**NOT FOR  
EXECUTION**

**File Attachments for Item:**

20. City Council Resolution No. 2025-081 - A resolution of the City of Lake City, Florida, approving Task Assignment Number Fifteen (15) pursuant to the continuing contract with Jones Edmunds and Associates, Inc, a Florida Corporation, to provide professional consulting services; providing for a proposed cost not to exceed \$71,980; making certain findings of fact in support of the City approving said task assignment; recognizing the authority of the Mayor to execute and bind the City to said task assignment; authorizing the City Manager with the consent of the City Attorney to make minor changes to the scope of work of the task assignment provided such changes do not increase the quoted price in the task assignment; repealing all prior resolutions in conflict; and providing an effective date.

## **RESOLUTION NO 2025 – 081**

### **CITY OF LAKE CITY, FLORIDA**

**A RESOLUTION OF THE CITY OF LAKE CITY, FLORIDA, APPROVING TASK ASSIGNMENT NUMBER FIFTEEN (15) PURSUANT TO THE CONTINUING CONTRACT WITH JONES EDMUNDS AND ASSOCIATES, INC, A FLORIDA CORPORATION, TO PROVIDE PROFESSIONAL CONSULTING SERVICES; PROVIDING FOR A PROPOSED COST NOT TO EXCEED \$71,980; MAKING CERTAIN FINDINGS OF FACT IN SUPPORT OF THE CITY APPROVING SAID TASK ASSIGNMENT; RECOGNIZING THE AUTHORITY OF THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID TASK ASSIGNMENT; AUTHORIZING THE CITY MANAGER WITH THE CONSENT OF THE CITY ATTORNEY TO MAKE MINOR CHANGES TO THE SCOPE OF WORK OF THE TASK ASSIGNMENT PROVIDED SUCH CHANGES DO NOT INCREASE THE QUOTED PRICE IN THE TASK ASSIGNMENT; REPEALING ALL PRIOR RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, pursuant to City Council Resolution No. 2019-024 the City of Lake City, Florida (the “City”) and Jones Edmunds and Associates, Inc., a Florida corporation, (the “Vendor”) entered into that certain continuing contract for engineering services (the “Continuing Contract”); and

**WHEREAS**, the City is in need of professional engineering services relating to the State Road 47 Infrastructure Extensions (the “Project”); and

**WHEREAS**, the Vendor shall provide engineering services (the “Services”) and complete the Project at a cost not to exceed \$71,980; and

**WHEREAS**, the Continuing Contract provides the Vendor shall provide services to the City only when requested and authorized in writing by the City; and

**WHEREAS**, each request from the City to the Vendor for services shall be for a specific project with the scope of the work defined by and embodied in a separate task assignment; and

**WHEREAS**, the City Council desires to enter into that certain task assignment pursuant to the Continuing Contract with the Vendor for the Services in furtherance of the Project, in accordance with the terms and conditions of Task Assignment Number Fifteen (15) as set forth in Vendor’s proposal (the “Proposal”), a copy of which is attached as an Exhibit hereto; and

**WHEREAS**, entering into an agreement between the City and the Vendor for the scope of work set forth in the Proposal attached hereto (the “Agreement”) pursuant to the Continuing Contract with the Vendor for the Services in furtherance of the Project is in the public interest and in the interests of the City; and

**WHEREAS**, the City Council desires that the City Manager, with the consent of the City Attorney, be authorized to consent to minor changes to the scope of work of the Agreement provided such changes do not increase the quoted price of the Agreement; now therefore

**BE IT RESOLVED** by the City of Lake City, Florida:

1. Approving the Agreement pursuant to the Continuing Contract with the Vendor for the Services in furtherance of the Project is in the public or community interest and for public welfare; and
2. In furtherance thereof, an Agreement containing the material terms of the Proposal and the Continuing Contract should be and is approved by the City Council of the City of Lake City; and
3. The Mayor of the City of Lake City is the officer of the City duly designated by the City’s Code of Ordinances to enforce such rules and regulations as are adopted by the City Council of the City of Lake City; and
4. The Mayor of the City of Lake City is authorized and directed to execute on behalf of and bind the City to the terms of the Agreement; and
5. The City Manager, with the consent of the City Attorney, is authorized to agree to minor changes to the scope of work of the Agreement provided such changes do not increase the quoted price of the Agreement; and
6. All prior resolutions of the City Council of the City of Lake City in conflict with this resolution are hereby repealed to the extent of such conflict; and
7. This resolution shall become effective and enforceable upon final adoption by the City Council of the City of Lake City.

**APPROVED AND ADOPTED**, by an affirmative vote of a majority of a quorum present of the City Council of the City of Lake City, Florida, at a regular meeting, this \_\_\_\_ day of May, 2025.

BY THE MAYOR OF THE CITY OF LAKE CITY,  
FLORIDA

---

Noah E. Walker, Mayor

ATTEST, BY THE CLERK OF THE CITY  
COUNCIL OF THE CITY OF LAKE CITY,  
FLORIDA:

---

Audrey Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

---

Clay Martin, City Attorney

**TASK ASSIGNMENT NUMBER FIFTEEN  
TO THE  
CONTINUING CONTRACT  
BETWEEN THE CITY OF LAKE CITY, FLORIDA, AND JONES EDMUNDS AND ASSOCIATES,  
INC, A FLORIDA CORPORATION, TO PROVIDE PROFESSIONAL ENGINEERING SERVICES  
RELATING TO STATE ROAD 47 INFRASTRUCTURE EXTENSIONS.**

THIS TASK ASSIGNMENT NUMBER FIFTEEN made and entered into this \_\_\_\_ day of May 2025, by and between the CITY OF LAKE CITY, FLORIDA, a municipal corporation, located at 205 North Marion Avenue, Lake City, Florida 32055 (the "City"), and Jones Edmunds and Associates, Inc., a Florida corporation (the "Consultant").

**RECITALS**

A. City and Consultant have heretofore entered into a Continuing Contract for engineering assessments, project development, design, permitting, construction monitoring, and other related services as authorized by City Council Resolution No. 2019-024; and

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; and

C. The City is in need of engineering services to for professional engineering services for the State Road 47 infrastructure extensions; and

D. The City desires to enter into this Task Assignment Number Fifteen with the Consultant for the aforementioned services pursuant to the terms and conditions contained herein and the attachment hereto.

**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 this Task Assignment Number Fifteen.

2. **PROJECT**: The City hereby engages Consultant and Consultant agrees to furnish to City the services and work as set forth in the correspondence dated April 18, 2025, received by the City from the Consultant consisting of a total of four (4) pages and attached hereto as "Exhibit A" and made a part of this Task Assignment.

3. **COMPENSATION TO CONSULTANT**: City shall pay no more than \$71,980.00 that is available for use in the WTP budget.

4. **PROVISIONS OF CONTINUING CONTRACT**: The terms, provisions, conditions, and requirements of the Continuing Contract are incorporated herein and made a part of this agreement and shall be complied with by Consultant. Should any conflict arise between the terms and conditions set forth herein and the Continuing Contract, the terms and conditions of the Continuing Contract shall be controlling. Should any conflict arise between the terms and conditions set forth in the attached exhibit with either the Continuing Contract or this Task

Assignment, the conflicts shall be construed in favor of the Continuing Contract first and then, if applicable, this Task Assignment.

5. **ATTORNEYS' FEES AND COSTS.** In the event of breach by either party of the Continuing Contract or any 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 any Task Assignment, including reasonable attorneys' fees and legal costs and fees incurred in seeking reasonable attorneys' fees.

6. **ENTIRE AGREEMENT.** This Task Assignment, 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. This Task Assignment may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

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

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

**CITY OF LAKE CITY, FLORIDA**

By: \_\_\_\_\_  
Noah E. Walker, Mayor

**ATTEST:**

**APPROVED AS TO FORM AND LEGALITY:**

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

By: \_\_\_\_\_  
Clay Martin, City Attorney

**JONES EDMUNDS & ASSOCIATES, INC.**

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

**CITY OF LAKE CITY**  
**CONTINUING CONTRACT FOR PROFESSIONAL CONSULTING SERVICES**

**Task Assignment No. 15**

**State Road 47 Septic to Sewer RV Park Extension  
Professional Services During Construction**

This Task Assignment, made and entered into by mutual agreement of the parties hereto, is made a part of the Continuing Contract for Professional Consulting Services (Contract 2019-061) dated March 4, 2019 by and between the City of Lake City (Client) and Jones Edmunds & Associates, Inc. (Engineer), and by being made a part of said Agreement is therefore subject to the conditions and considerations contained therein, unless otherwise provided herein.

Engineer will provide professional services during construction as outlined in the attached Exhibit A, Scope of Services, for a total time-and-materials, not-to-exceed amount of \$71,980.

IN WITNESS WHEREOF, the parties hereto have accepted, made, and executed this Task Assignment upon the terms and conditions stated herein, effective as of the date of the last signature shown below. All other provisions of the referenced Agreement shall remain in effect unless subsequently changed in writing and signed by both parties.

**Client:**  
**City of Lake City**

By: EXHIBIT-NOT FOR EXECUTION

Name:

Title:

Date:

**Engineer:**  
**Jones Edmunds & Associates, Inc.**

By:

Stanley F. Ferreira, Jr.  
Stanley F. Ferreira, Jr. (May 7, 2025 15:15 EDT)

Name: Stanley F. Ferreira, Jr. - PE

Title: President & CEO

Date: May 7, 2025

**EXHIBIT TO  
RESOLUTION**

**NOT FOR  
EXECUTION**



**CITY OF LAKE CITY**  
**STATE ROAD 47 INFRASTRUCTURE EXTENSIONS**  
**PROFESSIONAL SERVICES DURING CONSTRUCTION**  
**JONES EDMUNDS OPPORTUNITY NO. 95110-026-25**  
**April 18, 2025**

## BACKGROUND

The City of Lake City has prioritized reducing nutrient loading to the Lower Sante Fe and Ichetucknee Rivers and Springs. A series of wastewater improvement projects south of the City have been identified to address pollution concerns in environmentally sensitive areas. These projects extend sewer mains, reduce the number of on-site sewage treatment and disposal systems (OSTDSs) also known as septic tanks, and reduce overall nutrient loading.

Under a previous contract, Jones Edmunds designed and permitted an expansion of the City's centralized wastewater collection and transmission system near the I-75/State Road 47 (SR-47) interchange. The *SR-47 Infrastructure Extensions Project* includes new water, wastewater, and natural gas services:

- North Force Main (FM) Extension:
  - Approximately 700 linear feet (LF) of 6-inch FM from the lift station (LS) on SW Ring Court to the east side of SR-47. The new FM will manifold into the existing LS's discharge FM on SW Ring Court.
- South Infrastructure Extensions:
  - Approximately 3,000 LF of 8-inch FM and 4-inch natural gas main from the intersection of SW Windswept Glen and SW Arrowhead Terrace, along County Road (CR) 242A, to the east side of SR-47.
  - Approximately 1,200 LF of 12-inch water main from the intersection of SW Arrowhead Terrace and CR-242A to the east side of SR-47.

This Scope of Services is for Jones Edmunds to provide Professional Services During Construction of the new infrastructure extensions. This scope of services includes Construction Contract Administration and Project Closeout Services.

## SCOPE OF SERVICES

### TASK 1 – CONSTRUCTION CONTRACT ADMINISTRATION

Construction-phase services are based on a 4-month (120 calendar days) construction schedule [5 months (150 calendar days) for Substantial Completion plus 1 month (30 calendar days)] for Final Completion. The Construction Contract Administration is the office support required to complete the project. Jones Edmunds will provide the following construction-administration services:

- Attend one pre-construction meeting with the City and their selected contractor.

- Jones Edmunds will receive a submittal log, review, and issue comments on project submittals. Project submittals will include administrative submittals (i.e., construction schedules and work plans), shop drawings and product data for the materials to be incorporated into the project, warranties, samples, and operations and maintenance manuals. Jones Edmunds will process up to 24 submittals for this project. This Scope includes an initial review and one re-submittal review for each submittal. Submittals will be immediately returned to the Contractor if all deviations are not listed as requested on the project forms.
- Respond to up to 10 Requests for Information (RFIs). Jones Edmunds will receive, log, review, and respond to RFIs.
- Respond and issue up to 4 Construction Field Orders (CFOs).
- Respond to up to two Proposed Contract Modifications (PCMs) as requested by the City. Review PCMs for conformance with the Contract Documents and make recommendations. Jones Edmunds will issue the PCMs.
- Assist with Notices of Non-Compliance as requested by the City. Jones Edmunds will prepare, log, and issue the Notices of Non-Compliance.
- Attend up to eight on-site Construction Progress Meetings. The meetings will be bi-weekly for the four months construction time. Jones Edmunds will prepare the agenda, sign-in sheet, and meeting minutes and distribute meeting minutes to the Contractor and the City.

## TASK 2 – PROJECT CLOSEOUT SERVICES

The Substantial Completion review (one site visit) will be scheduled to occur approximately 4 months (120 calendar days) after the start of construction. A Jones Edmunds Project Engineer will review the completed work, prepare a punch list, and issue the Certificate of Substantial Completion.

The Final Completion review (one site visit) will be scheduled to occur on the day of the final Construction Progress Meeting. During the final site visit, Jones Edmunds will attend the Final Completion review to verify that punch list items have been completed. Any additional visits to verify that the outstanding punch list items will be performed by the City.

Jones Edmunds will review the Contractor provided AutoCAD as-built drawings. After the as-built drawings are completed by the Contractor, we will incorporate them into Record Drawings and provide the City three paper copies [two half-size (11-x-17-inch) and one full size (22-x-34-inches)] and one electronic copy on CD (pdf format and the original AutoCAD file format) of the Record Drawings.

Upon completion of the record drawings, Jones Edmunds will prepare and submit the permit required construction completion forms. Three completion forms will be required for this project:

- FDEP request to place a wastewater force main into operation.

- FDEP request to place a potable water main into operation. It is assumed that the Contractor will collect the bacteriological samples and provide the results for submittal with the clearance forms.
- Construction completion certification for the Natural Gas pipeline.

## SCHEDULE

This project will be completed in accordance with the awarded Contractor's schedules. Table 1 summarizes the expected project milestone schedule.

**Table 1** Expected Project Milestone Schedule

Task	Duration
<b>Task 1 – Construction Contract Administration</b>	120 days
<b>Task 2 – Project Closeout Services</b>	60 days

## COMPENSATION

Services included under this Scope of Services will be invoiced on Time-and-Materials, Not-to-Exceed basis as described in the Basic Contract for Professional Consulting Service for a total fee of \$71,980 as described in Table 2.

**Table 2** Task Fees

Task	Fee
<b>Task 1 – Construction Contract Administration</b>	\$58,590
<b>Task 2 – Project Closeout Services</b>	\$13,390
<b>Total</b>	<b>\$71,980</b>

## EXCLUSIONS AND CONDITIONS

All items included in this Scope of Services are specifically listed in this document. The following are specific exclusions to and conditions of this Scope of Services:

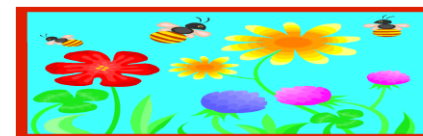
- The City will coordinate with Columbia County regarding any activities related to zoning, comprehensive planning, fire department approvals, building permitting approvals, and easement acquisition.
- Revisions to the Design Plans and Technical Specifications due to a change in existing conditions at the site during design are excluded.
- Changes to the approved pipeline route will require additional scope and fee.
- Jones Edmunds is not providing any Resident Observation Services.
- The City will provide a full-time Construction Resident Observer who will observe all pipe installation, observe all testing, and verify that materials installed below grade are installed correctly. The City will provide a daily log of construction activities.

**File Attachments for Item:**

21. Discussion and Possible Action: Richardson Community Center Sumer Camp (Council Member Chevella Young and Chief Butler)



# June 2025



Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	2	3	4	5	6	7
8 	9 STEM Builders 10am-11am  Team Sports  Library	10 Movies 9:00-12:30 <b>\$6.00</b>  Gun Safety Sit-Down 1-2 pm	11 Hart Springs  10:00 am -4:30 pm  Bring packed lunch <b>\$6.00</b>	12 STEM Builders 10am-11am  Skating  <b>\$5.00</b>	13 Cade Museum of Discovery  10 am -4:30 pm <b>\$10.00</b>	14 <b>Weekly Total</b> <b>\$27.00</b>
15	16 STEM Builders 8:30 am-10 am  Swimming 10:00-4:00 pm <b>\$4.00</b>	17 Movies @ Camp 9:00-12:30  Gun Safety Sit-Down 1-2 pm	18 Hart Springs  10:00 am -4:30 pm  Bring packed lunch <b>\$6.00</b>	19 <b>Closed in observance of Juneteenth</b> 	20 Adventure Landing 8:00am-5:00am   Bring swimwear <b>\$10.00</b>	21 <b>Weekly Total</b> <b>\$20.00</b>
22	23 STEM Builders 8:30 am-10 am  Swimming 10:00-4:00 pm <b>\$4.00</b>	24 Movies 9:00-12:30 <b>\$6.00</b>  Gun Safety Sit-Down 1-2 pm	25 Hart Springs  10:00 am -4:30 pm  Bring packed lunch <b>\$6.00</b>	26  Bowling 2:00 pm-4:30 pm <b>\$8.00</b>	27 Santa Fe Zoo & Planetarium  Bring Lunch	28 <b>Weekly Total</b> <b>\$24.00</b>
29 	30 STEM Builders 10am-11am  Swimming 10:00-4:00 pm <b>\$4.00</b>					<b>Month Total-</b> <b>\$71.00</b>



# July 2025



Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
<b>Bring packed lunch This week</b>		1 Movies 9:00-12:30 <b>\$6.00</b>  Gun Safety Sit-Down 1-2 pm	2 Hart Springs  10:00 am -4:30 pm  <b>Bring packed lunch \$6.00</b>	3 STEM Fun! 9:30-11:30  Library 12-2:30 pm	4 CLOSED For Independence Day 	5 <b>Weekly Total \$16.00</b>
6	7 STEM Builders 10am-11am  Swimming 10:00-4:00 pm <b>\$4.00</b>	8 Movies 9:00-12:30 <b>\$6.00</b>  Gun Safety Sit-Down 1-2 pm	9 Hart Springs  10:00 am -4:30 pm  <b>Bring packed lunch \$6.00</b>	10 Camp Fun Day Team Sports Arts/Crafts  Splash Day	11 The Creative Space \$10.00  2 pm -4 pm	12 <b>Weekly Total \$26.00</b>
13	14 STEM Builders 10am-11am  Swimming 10:00-4:00 pm <b>\$4.00</b>	15 Movie @ Camp 9:00-12:30  Gun Safety Sit-Down 1-2 pm	16 Hart Springs  10:00 am -4:30 pm  <b>Bring packed lunch \$6.00</b>	17 STEM Builders 10am-11am  Swimming 11 am- 4 pm	18 STEM Fun! 9:30-11:30  Flip Factory 1:00-4:00 pm \$10.00	19 <b>Weekly Total \$20.00</b>
20	21 STEM Builders 10am-11am  Swimming 10:00-4:00 pm <b>\$4.00</b>	22 Movies @ Camp 9:00-12:30  Gun Safety Sit-Down 1-2 pm	23 Hart Springs  10:00 am -4:30 pm  <b>Bring packed lunch \$6.00</b>	24 Wild Adventures 9am-5pm Bring money for food-\$20.00	25 End of the Year Cookout  <b>"Choose Peace" Sneaker Ball 8-10 pm</b>	26 <b>Weekly Total \$30.00</b>  <b>Month- \$92.00</b>

## Gun Safety Summer Camp: 7-Week Lesson Plan

**Audience:** Kids ages 5–13

**Duration:** 1 hour per week

**Setting:** Classroom and rec area with space for activities

**Goal:** Teach age-appropriate gun safety awareness and responsible behavior around firearms

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### ◆ Week 1: Introduction to Gun Safety

**Objective:** Understand what a gun is, the dangers it presents, and the importance of safety.

- **Topics Covered:**

- What is a gun? (Real vs. toy)
- Basic facts about firearms (non-technical)
- Why gun safety matters
- The 4 basic safety rules (simplified)
  1. Stop.
  2. Don't touch.
  3. Leave the area.
  4. Tell an adult.

- **Activities:**

- **Scenario Role-Play:** What to do if you see a gun.
- **Gun Safety Poster:** Create posters using the 4 rules.

- **Materials:**

- Markers, poster boards, printed safety rules.
- 

### ◆ Week 2: Safe and Unsafe Situations

**Objective:** Identify safe vs. unsafe gun situations.

- **Topics Covered:**

- Recognizing unsafe behaviors
  - Knowing where guns might be found (homes, cars, etc.)
  - Peer pressure and how to respond
  - **Activities:**
    - **"Safe or Unsafe?" Game:** Show images or act out scenes—kids say “safe” or “unsafe” and explain why.
    - **Discussion:** How to say “no” and leave a situation.
  - **Materials:**
    - Picture cards or short skits, whiteboard for brainstorming.
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### ◆ **Week 3: Learning from Real Stories**

**Objective:** Understand real-life consequences of unsafe behavior around guns.

- **Topics Covered:**
    - Real stories (age-appropriate news reports or dramatizations)
    - Emotional and legal consequences
    - Importance of responsibility
  - **Activities:**
    - **Story Circle:** Read/discuss a story of a gun accident and ask what could have been done differently.
    - **Reflection Journal:** Write or draw feelings about the story and lessons learned.
  - **Materials:**
    - Printed stories, journals or paper, colored pencils.
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### ◆ **Week 4: Law Enforcement & Safety Experts**

**Objective:** Learn from professionals about firearm safety and their role in keeping people safe.



- **Topics Covered:**

- Role of police, rangers, military, and other safety officials
- How they handle guns responsibly

- **Activities:**

- **Guest Speaker:** Local police officer or safety expert.
- **Q&A Session**
- **Try On Gear** (if available): Show equipment, badge, etc.

- **Materials:**

- Microphone, chair setup for guests, thank-you cards made by kids.
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◆ **Week 5: Gun Safety in the Home**

**Objective:** Teach kids what to do if they find a gun at home or a friend's house.

- **Topics Covered:**

- Gun storage (safes, locks)
- Talking to parents about guns
- What to do if a friend wants to show you a gun

- **Activities:**

- **Home Safety Map:** Kids draw or build a model of a safe home (where guns are stored properly).
- **Group Discussion:** "What would you do if...?"

- **Materials:**

- Drawing supplies, model-building materials (Legos, blocks, etc.)
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◆ **Week 6: Emergency Situations & First Aid Basics**

**Objective:** Learn how to respond in emergencies, including calling 911 and basic first aid concepts.

- **Topics Covered:**

- How to call 911 (what to say)
- How to stay calm
- Basic first aid if someone is hurt

- **Activities:**

- **911 Role-Play:** Simulate calling emergency services.
- **Bandage Relay:** Practice basic first aid with bandages and role-play.

- **Materials:**

- Toy phones, bandages, first aid kit props.
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- ◆ **Week 7: Review, Quiz & Celebration**

**Objective:** Reinforce what was learned and celebrate progress.

- **Topics Covered:**

- Recap all 6 weeks
- Review key safety messages

- **Activities:**

- **Jeopardy-style Quiz Game**
- **Safety Certificate Ceremony**
- **Gun Safety Pledge** (kids create and sign their own)

- **Materials:**

- Certificates, quiz game board, snacks/treats.
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**Additional Tips:**

- Keep discussions non-political and focused on **safety, responsibility, and awareness**.
- Tailor language for age groups: use more visuals and stories for younger kids, and allow deeper discussion for older ones.
- Maintain a trusted adult presence at all times—kids should feel comfortable asking questions.