
CITY COUNCIL REGULAR SESSION

CITY OF LAKE CITY

May 05, 2025 at 6:00 PM

Venue: City Hall

AGENDA

REVISED

Revised 5/1/2025: Item #18 Funding Request for Soulful Saturday Removed

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 - Mayor Noah Walker

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

Public Hearing

- [1.](#) Community Development Block Grant (Grant Program Specialist Dakota Braun)

*Note: Action will need to be taken to apply for the grant as presented

Proclamations

- [2.](#) Drinking Water Week - May 4-10, 2025
- [3.](#) Municipal Clerks Week - May 4-10, 2025
- [4.](#) National Police Week - May 11-17, 2025

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 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

- [5.](#) Minutes - March 31, 2025 Council Workshop
- [6.](#) City Council Resolution No. 2025-063 - A resolution of the City of Lake City, Florida, delegating and appointing Noah E. Walker, as Mayor, and Don Rosenthal, as City Manager, each as an attorney-in-fact for the City to approve and execute on behalf of and in the name of the City any specified document between the City and the State of Florida, Department of Transportation("FDOT") pursuant to and in accordance with the delegation and special power of attorney.
- [7.](#) City Council Resolution No. 2025-064 - A resolution of the City of Lake City, Florida, adopting the evaluation and tabulation of responses to that certain Invitation to Bid Number 010-2025 for Electrical Services; accepting the bid from C & C Electric, 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. 2025-065 - A resolution of the City of Lake City, Florida, adopting the evaluation and tabulation of responses to that certain Invitation to Bid Number 010-2025 for Electrical Services; accepting the bid from Base 3 D/B/A Gibson Electric, 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.

- [9.](#) City Council Resolution No. 2025-066 - A resolution of the City of Lake City, Florida, adopting the evaluation and tabulation of responses to that certain Invitation to Bid Number 010-2025 for Electrical Services; accepting the bid from Holly Electric, Inc., 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.
- [10.](#) City Council Resolution No. 2025-067 - A resolution of the City of Lake City, Florida, adopting the evaluation and tabulation of responses to that certain Invitation to Bid Number 010-2025 for Electrical Services; accepting the bid from Graham and Sons Electric, 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.

Presentations - None

Old Business

Ordinances

Open Public Hearing

- [11.](#) City Council Ordinance No. 2025-2305 (final reading) - An ordinance of the City of Lake City, Florida, amending Chapter 86, Article I, Section 86-2 of the City of Lake City Code of Ordinances concerning park hours; providing definitions; providing for severability; providing for the repeal of conflicts; providing for codification; and providing an effective date.

Passed on first reading 4/21/2025

Close Public Hearing

Adopt City Council Ordinance No. 2025-2305 on final reading

Open Public Hearing

- [12.](#) City Council Ordinance No. 2025-2306 (final reading) - An ordinance of the City of Lake City, Florida, pertaining to the Police Officers' Pension Plan Board of Trustees; amending Chapter 70, Article IV, of the City of Lake City, Florida, Code of Ordinances entitled "Police Officers' Pension Plan and Trust Fund;" amending Section 70-93 to change the terms of trustees of the Pension Plan Board of Trustees; providing for severability; providing for conflicts; providing for codification; and providing for an effective date.

Passed on first reading 4/21/2025

Close Public Hearing

Adopt City Council Ordinance No. 2025-2306 on final reading

Open Public Hearing

- [13.](#) City Council Ordinance No. 2025-2308 (final reading) - An ordinance of the City of Lake City, Florida, amending the text of the City of Lake City Land Development Regulations, as amended, pursuant to an application, LDR 25-01, by the City Council; providing for amending Section 4.12.2 entitled Permitted Principal Uses and Structures to permit Churches and other Houses of Worship as a permitted principal use and structure within the "CG" Commercial, General Zoning District; providing for amending Section 4.12.5 entitled Special Exceptions by deleting Churches and other Houses of Worship as a use permitted by special exception within the "CG" Commercial, General Zoning District; providing for amending Section 4.13.5 entitled Special Exceptions by deleting Churches and other Houses of Worship as a use permitted by special exception within the "CI" Commercial, Intensive Zoning District; providing for amending Section 4.14.5 entitled Special Exceptions by deleting Churches and other Houses of Worship as a use permitted by special exception within the "C-CBD" Commercial-Central Business Zoning District; providing severability; repealing all ordinances in conflict; providing an effective date.

Passed on first reading 4/21/2025

Close Public Hearing

Adopt City Council Ordinance No. 2025-2308 on final reading

Open Quasi-Judicial Hearing

- [14.](#) City Council Ordinance No. 2025-2307 (final reading) - An ordinance of the City of Lake City, Florida, pursuant to Petition No. ANX 25-03, submitted by Seacoast National Bank F/K/A Drummond National Bank 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; and providing an effective date. (This property is located at 3882 W US Highway 90)

Passed on first reading 4/21/2025

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. 2025-2307 on final reading

Open Quasi-Judicial Hearing

- [15.](#) City Council Ordinance No. 2025-2309 (final reading) - An ordinance of the City of Lake City, Florida, amending the Future Land Use Map of the City of Lake City Comprehensive Plan, as amended; relating to an amendment of 50 or less acres of land, pursuant to an application, CPA 25-01, by Christopher Lance Jones of Jones Engineering & Consulting, as agent for Odom Moses & Company LLP, 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; providing severability; repealing all ordinances in conflict; providing an effective date. (This property is located at 4330 NW American Lane)

Passed on first reading 4/21/2025

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. 2025-2309 on final reading

Open Quasi-Judicial Hearing

- [16.](#) City Council Ordinance No. 2025-2310 (final reading) - An ordinance of the City of Lake City, Florida, amending the Official Zoning Atlas of the City of Lake City Land Development Regulations, as amended; relating to the rezoning of less than ten contiguous acres of land, pursuant to an application, Z 25-01, by Christopher Lance Jones of Jones Engineering & Consulting, as agent for Odom Moses & Company LLP, the property owner of said acreage; providing for rezoning from County - Commercial, Highway Interchange (CHI) to City - Commercial, Intensive (CI) 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 4330 NW American Lane)

Passed on first reading 4/21/2025

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. 2025-2310 on final reading

Resolutions

- 17.** City Council Resolution No. 2025-078 - A resolution of the City Council of the City of Lake City, Florida, authorizing the execution of an agreement with Clay Martin, Attorney, in accordance with Section 603(a) of the City Charter to establish the employment conditions, compensation, benefits, and such other

terms as are appropriate with the City Attorney position; and providing an effective date.

Other Items

18. For Informational Purposes Only: Update on Daniel Crapps' request for additional time regarding Lake City Woman's Club (City Manager Don Rosenthal)
19. Lake Shore Hospital Authority - Possible Update From City Manager and City Attorney

New Business

Ordinances

Open Quasi-Judicial Hearing

- [20.](#) 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)

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

- [21.](#) City Council Ordinance No. 2025-2312 (first reading) - An ordinance pertaining to buildings, building regulations, contracting, permitting, licensure, and insurance within the City of Lake City; repealing existing provisions of City Code; establishing certain uniform codes; establishing permitting fees and requirements; establishing insurance requirements; repealing all ordinances in conflict; providing for severability; and providing for an effective date.

Adopt City Council Ordinance No. 2025-2312 on first reading

Resolutions

- [22.](#) City Council Resolution No. 2025-068 - A resolution of the City of Lake City, Florida, authorizing Task Assignment Number One (1) pursuant to the continuing contract with Wetland Solutions, Inc, a Florida Corporation, to complete the operations and maintenance report required for permit renewal at Saint Margarets Water Reclamation Facility at a cost not to exceed \$16,500; 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.
- [23.](#) City Council Resolution No. 2025-069 - A resolution of the City Council of the City of Lake City, Florida, adopting the NorthStar Multi-Jurisdictional Drug Task Force Mutual Aid Agreement; making certain findings of fact in support of the City adopting 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.

- [24.](#) City Council Resolution No. 2025-071 - A resolution of the City of Lake City, Florida, approving that certain job position and description for Legal Administrative Assistant; making certain findings of fact in support of the City approving said position and description; directing the City Manager to include said position and description in the City's position descriptions manual; repealing all prior resolutions in conflict; and providing an effective date.
- [25.](#) City Council Resolution No. 2025-072 - A resolution of the City Council of the City of Lake City, Florida, approving that certain Directive to Execute Financial Hedges with Florida Gas Utility; 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.
- [26.](#) City Council Resolution No. 2025-073 - A resolution of the City of Lake City, Florida, approving that certain Amendment to the Traffic Signal and Maintenance Agreement with the State of Florida Department of Transportation for maintenance of certain traffic signals in the City of Lake City; 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.

Other Items - None

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

Thursday, May 29, 2025 - 5:30 PM Special Called Joint City County Meeting, Columbia County Schoolboard Auditorium - Mayor Noah Walker

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

YouTube Information

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

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. Community Development Block Grant (Grant Program Specialist Dakota Braun)

*Note: Action will need to be taken to apply for the grant as presented



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>

Contents

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

- ☒ **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

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: taylor@lcfla.com	

Local Government Project Contact: Don Rosenthal	Title: City Manager
Street Address: 205 N Marion Ave.	
City: Lake City	Zip Code: 32055
Direct Telephone: 386-719-5815	Facsimile: 386-758-5488
E-mail Address: rosenthald@lcfla.com	

Application Profile – Table G-1 (Continued)

Application Preparer Information		
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		

Consultant Information		
Consultant's Name:		<input type="checkbox"/> Private Company <input type="checkbox"/> RPC
Street Address:		
City:	State:	Zip Code:
Telephone:	E-mail Address:	

Demographics		
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)		

Application Type: 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)

Citizen Participation – Public Hearings 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

Subgrant Funding Request: At the bottom of the column, enter the actual subgrant amount being requested.
Subgrant Funds Being Requested: \$

Application Profile

Table G-1 (Continued)

Answer the following questions by clicking on the correct check box.		
Historic Preservation 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
Interlocal Agreement Will project activities require an interlocal agreement? If yes , the interlocal agreement(s) must be provided in Appendix J of Part 9. (See instructions.)	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
State of Financial Emergency 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 http://www.leg.state.fl.us/cgi-bin/View_Page.pl?File=financial-emergencies.cfm&Directory=committees/joint/Jcla/&Tab=committees	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Grant Preparation Costs 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
National Flood Insurance Program 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

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%.

General Scoring Criteria — Table G-3

1. Community-Wide Needs Score (CWNS) The CWNS for each non-entitlement local government is posted on the Department's website at: 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 (Transfer this score to line 1. of the Application Scoring Summary page – Part 8, page 4.)		Score: <u>88.3</u>
2. Special Designation Score 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.) (Transfer this score to line 3a. of the Application Scoring Summary page.)		Score: <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.	
3. Grant History Score: 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. (Transfer this score to line 3b. of the Application Scoring Summary page.)		Score: <u>0</u>
4. CATF Score: 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.)		
4a. 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, score 10 points, or 4b. 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, score 5 points. (Transfer this score to line 3c. of the Application Scoring Summary page.)		Score: <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)

5. Outstanding Performance in Equal Employment Opportunity (EEO)						
M/WBE Contracting: 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.						
Most Recent Administratively Closed Small Cities CDBG Contract Number:			_____			
Amount Awarded to M/WBE firms	÷	Total Prime Contracts Amount	X 100 =	_____ M/WBE %		
M/WBE %	Points		5a. M/WBE Contracting Score: <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.						
Local Government Minority Employment: 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: 22.1%						
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 _____

If the applicant has three or less employees, 40 points may be claimed.		
5b. Local Government Minority Employment Score (60 Points Maximum):	60	
6. Outstanding Performance in Fair Housing		
The applicant may claim five points for adopting a Fair Housing Ordinance prior to the application deadline and five points for conducting a Fair Housing workshop in the 12 months prior to the application deadline. See instructions for guidelines and documentation requirements.		
	Date	Score
6a. Date Fair Housing Ordinance Adopted:	2/4/1991	5
6b. Date of Fair Housing Workshop:		
6c. Total Fair Housing (6a+6b) Score (10 Points Maximum):	5	

Outstanding Performance in EEO and Fair Housing (5a+5b+6c) Score: _____

(90 points maximum)

Part 7 – Neighborhood Revitalization

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)
01	Acquisition (in support of)*	NA	\$		*	
03J	Fire Hydrants ^{16**}	Table II	\$		75	
03J	Fire Protection ¹	Table II	\$		75	
03I	Flood and Drainage ²	Table II	\$		90	
03I	Hazard Mitigation Activities ³	Table II	\$		50	
14A	Housing Rehabilitation – Plumbing ⁴	NA	\$		60	
03F	Parks, Playgrounds ⁵	Table II	\$		65	
03L	Pedestrian Malls/Sidewalks ⁶	Table II	\$135,009	11.5%	80	9
03E	Recreation/Neighborhood Center	Table II	\$		70	
08	Relocation	NA	\$		35	
10	Removal of Architectural Barriers ⁷	Table II	\$		50	
03A	Senior Center	Table II	\$		70	
03C	Temporary Shelters ¹¹	Table II	\$		70	
03J	New Sewage Treatment Plant	Table I	\$		110	
03J	Sewage Treatment Plant Upgrades	Table I	\$		85	
03J	New Sewer Lines & Components ⁸	Table I	\$		110	
03J	Sewer Line Replacement ⁹	Table I	\$		85	
03J	Sewer Hookups ¹⁰	Table I	\$		110	
03J	Solid Waste Disposal	Table II	\$		25	
03K	Street Improvements – New Paving ¹²	Table II	\$		85	
03K	Street Improvements – Repaving ¹³	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.

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)
03J	Water Hookups ¹⁴	Table II	\$		110	
03J	Water Lines, New – Potable ¹⁵	Table II	\$		110	
03J	Water Line Replacement ⁹	Table II	\$		85	
03J	New Water Tank/Well/Treatment Plant ⁶	Table I	\$		110	
03J	Water Tank/Well/Treatment Plant Improvements ⁶	Table I	\$		85	
03M	Child Care Center	Table II	\$		70	
03P	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)						
4. 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			
4a. Basic Fee	\$140,524					
4b. 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				

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 ¹¹					
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.)

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

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 ¹⁰ (Beneficiaries calculated by Households)					
03J	Solid Waste Disposal					
03K	Street Improvements – New Paving ¹²					
03K	Street Improvements – Repaving ¹³					
03	Utility Hookups – Other (Beneficiaries calculated by Households)					
03J	Water Hookups ¹⁴ (Beneficiaries calculated by Households)					
03J	Water Lines, New – Potable ¹⁵					
03J	Water Line Replacement ⁹					
03J	New Water Tank/Well/Treatment Plant ⁶					
03J	Water Tank/Well/Treatment Plant Improvements ⁶					
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 ¹¹					
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)

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 ¹⁰ (Beneficiaries calculated by Households)					
03J	Solid Waste Disposal					
03K	Street Improvements ¹²					
03K	Street Improvements – Repaving ¹³	4,488 LF	151	51	292	885
03	Utility Hookups – Other (Beneficiaries calculated by Households)					
03J	Water Hookups ¹⁴ (Beneficiaries calculated by Households)					
03J	Water Lines, New – Potable ¹⁵					
03J	Water Line Replacement ⁹					
03J	New Water Tank/Well Treatment Plant ⁶					
03J	Water Tank/Well/Treatment Plant Improvements ⁶					
03M	Child Care Center					
03P	Health Facility					

Beneficiary Verification Summary by Service Area
Table N-3

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 ($F \div H$)	Calculate Percent of LMI Benefit ($G \div H$)
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.

Beneficiaries Scores — Table N-4

For scoring purposes, the beneficiaries of a jurisdiction-wide activity, including a water or sewage treatment plant, on which less than 10% of total CDBG funds are budgeted shall not be used when calculating the unduplicated beneficiary scores in this table.		1.(a) Enter the total funds requested (total CDBG request)	\$1,171,030
1.(b) Enter the total number of grant unduplicated VLI beneficiaries:	151	1.(c) Enter the total number of grant unduplicated LMI beneficiaries:	494
1.(d) Enter the total number of grant unduplicated beneficiaries:	885	1.(e) Enter the total number of unduplicated LMI households:	194

<p>a. VLI Beneficiary Impact Score: Calculate the Unduplicated VLI Beneficiary Percentage:</p> <p>1.(b) divided by 1. (d) = <u>17.1%</u></p> <p>Based on the result, designate with an X the score that is appropriate.</p>	<p>Unduplicated VLI Beneficiary Percentage</p> <p>30.00% or More <input type="checkbox"/> 30</p> <p>20.00% to 29.99% <input type="checkbox"/> 20</p> <p>10.00% to 19.99% <input checked="" type="checkbox"/> 10</p> <p>Less than 10.00% <input type="checkbox"/> 0</p>
<p>b. LMI Beneficiary Impact Score: Calculate the Unduplicated LMI Beneficiary Percentage:</p> <p>1.(c) divided by 1. (d) = <u>55.8%</u></p> <p>Based on the result, designate with an X the score that is appropriate.</p>	<p>Unduplicated LMI Beneficiary Percentage</p> <p>70.00% and above <input type="checkbox"/> 125</p> <p>66.00% to 69.99% <input type="checkbox"/> 110</p> <p>61.00% to 65.99% <input type="checkbox"/> 90</p> <p>56.00% to 60.99% <input type="checkbox"/> 70</p> <p>51.01% to 55.99% <input checked="" type="checkbox"/> 50</p>
<p>c. Average Cost per Unduplicated LMI Beneficiary Score: Calculate the Average Cost per Unduplicated LMI Beneficiary:</p> <p>1.(a) divided by 1. (c) = <u>\$2,370</u></p> <p>Based on the result, designate with an X the score that is appropriate.</p>	<p>Cost per Unduplicated LMI Beneficiary</p> <p>\$11,000 or More <input type="checkbox"/> 0</p> <p>\$10,000 to \$10,999 <input type="checkbox"/> 10</p> <p>\$9,000 to \$9,999 <input type="checkbox"/> 20</p> <p>Less than \$9,000 <input checked="" type="checkbox"/> 30</p>
<p>d. Average Cost per Unduplicated LMI Household Score: Calculate the Average Cost per Unduplicated LMI Household:</p> <p>1.(a) divided by 1. (e) = <u>\$6,036</u></p> <p>Based on the result, designate with an X the score that is appropriate.</p>	<p>Cost per Unduplicated LMI Household</p> <p>\$20,000 or More <input type="checkbox"/> -100</p> <p>\$16,000 to \$19,999 <input type="checkbox"/> -50</p> <p>\$13,000 to \$15,999 <input type="checkbox"/> 20</p> <p>\$11,000 to \$12,999 <input type="checkbox"/> 40</p> <p>\$9,000 to \$10,999 <input type="checkbox"/> 60</p> <p>Less than \$9,000 <input checked="" type="checkbox"/> 85</p>

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)

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.

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)

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

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.

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.

Signature of Chief Elected Official or Designee
Signature: _____
Typed Name and Title: Noah Walker, Mayor
Date:
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.

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.

Applicant Name: City of Lake City			(For FloridaCommerce Use Only) Application Number: _____			
Enter Type of Application: <input type="checkbox"/> Commercial Revitalization <input type="checkbox"/> Economic Development <input type="checkbox"/> Housing Rehabilitation <input checked="" type="checkbox"/> Neighborhood Revitalization						
Title/Score	Part	Page	CR	ED	HR	NR
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)						252
4. Total Application Score (1+2+3f) (1000 Points Maximum)						405.3
Less Penalties Assessed (For FloridaCommerce Use Only)						
Final Score (For FloridaCommerce Use Only)						

Part 9 –Supporting Documentation

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	Leverage Documentation
F	Grant Application Preparation Cost Documentation
G	Readiness to Proceed Documentation
H	VLI/LMI Worksheets and Survey Documentation or Census Data and Maps
I	Documentation Related to Health and Safety Impact Score
J	Joint Agreements, Contingency Funding Documentation and/or Interlocal Agreements
K	Housing Assistance Plan (Required for all Housing Rehabilitation Applications)
L	Historic Preservation Documents
M	Special Designation Documentation
N	Documentation for Economic Development Applications
O	Documentation for Other Community Development Activities Score (Commercial Revitalization)
P	Documentation for Demolition of Vacant Dilapidated Structures (Commercial Revitalization)
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	

File Attachments for Item:

2. Drinking Water Week - May 4-10, 2025

Proclamation

DRINKING WATER WEEK **MAY 4-10, 2025**

- WHEREAS,** *water is our most valuable natural resource; and*
- WHEREAS,** *drinking water serves a vital role in daily life, serving an essential purpose to health, hydration, and hygiene needs for quality of life our citizens enjoy; and*
- WHEREAS,** *tap water delivers public health protection, fire protection, support for our economy and the quality of life we enjoy; and*
- WHEREAS,** *the hard work performed by the entire water sector, designing capital projects, operators ensuring the safety and quality of drinking water or a member of a pipe crew maintaining the infrastructure communities rely on to transport high quality drinking water from its source to consumers' taps; and*
- WHEREAS,** *the coronavirus pandemic has shone a light on the importance of drinking water for health, hydration, and hygiene needs; and*
- WHEREAS,** *we are all stewards of the water infrastructure upon which current and future generations depend; and*
- WHEREAS,** *the citizens of our city are called upon to help protect our source waters from pollution, practice water conservation and get involved with their water by familiarizing themselves with it;*

NOW, THEREFORE, I, Noah Walker, Mayor of the City of Lake City, Florida do hereby proclaim May 4-10, 2025, as Drinking Water Week in the City of Lake City.

In witness whereof, I have hereunto set my hand and caused this seal to be affixed this 5th day of May 2025.



A handwritten signature in dark ink, appearing to read "Noah Walker", written over a horizontal line.

Noah Walker, Mayor
City of Lake City

Seal of the City of Lake City
State of Florida

File Attachments for Item:

3. Municipal Clerks Week - May 4-10, 2025

Proclamation

MUNICIPAL CLERKS WEEK

May 4-10, 2025

- WHEREAS,** *the Office of the Municipal Clerk, a time honored and vital part of local government exists throughout the world; and*
- WHEREAS,** *the Office of the Municipal Clerk is the oldest among public servants; and*
- WHEREAS,** *the Office of the Municipal Clerk provides the professional link between the citizens, the local governing bodies and agencies of government at other levels; and*
- WHEREAS,** *Municipal Clerks have pledged to be ever mindful of their neutrality and impartiality, rendering equal services to all; and*
- WHEREAS,** *the Municipal Clerk serves as the information center on functions of local government and community; and*
- WHEREAS,** *Municipal Clerks continually strive to improve the administration of the affairs of the Office of the Municipal Clerk through participation in education programs, seminars, workshops and the annual meetings of their state, province, county and international professional organizations; and*
- WHEREAS,** *it is most appropriate that we recognize the accomplishments of this Office of the Municipal Clerk.*

NOW, THEREFORE, I, Noah Walker, Mayor of the City of Lake City, Florida, do hereby recognize the week of May 4th through May 10th, 2025, as MUNICIPAL CLERKS WEEK and further extend appreciation to our Municipal Clerk, Audrey Sikes, and to all Municipal Clerks for the vital services they perform and their exemplary dedication to the communities they represent.



In witness whereof, I have hereunto set my hand and caused this seal to be affixed this 5th day of May 2025.

A handwritten signature in blue ink, appearing to read "Noah Walker".

Noah Walker, Mayor
City of Lake City

Seal of the City of Lake City
State of Florida

File Attachments for Item:

4. National Police Week - May 11-17, 2025

Proclamation

NATIONAL POLICE WEEK

MAY 11 -17, 2025

- WHEREAS,** *the Congress and President of the United States have designated May 15th as Peace Officers' Memorial Day, and the week in which it falls as National Police Week; and*
- WHEREAS,** *the members of the law enforcement agency of the City of Lake City play an essential role in safeguarding the rights and freedoms of the citizens of the City of Lake City; and*
- WHEREAS,** *it is important that all citizens know and understand the duties, responsibilities, hazards, and sacrifices of their law enforcement agency, and that members of our law enforcement agency recognize their duty to serve the people by safeguarding life and property, by protecting them against violence and disorder, and by protecting the innocent against deception and the weak against oppression; and*
- WHEREAS,** *the men and women of the law enforcement agency of the City of Lake City unceasingly provide a vital public service;*

NOW, THEREFORE, I, Noah Walker, Mayor of the City of Lake City, Florida, call upon all citizens of the City of Lake City and upon all patriotic, civic and educational organizations to observe the week of May 11th through 17th, 2025 as "**National Police Week**" with appropriate ceremonies and observances in which all of our people may join in commemorating law enforcement officers, past and present, who, by their faithful and loyal devotion to their responsibilities, have rendered a dedicated service to their communities and, in so doing, have established for themselves an enviable and enduring reputation for preserving the rights and security of all citizens. I further call upon all citizens of the City of Lake City to observe, Thursday, May 15th, as Peace Officers' Memorial Day in honor of those law enforcement officers who, through their courageous deeds, have made the ultimate sacrifice in service to their community or have become disabled in the performance of duty, and let us recognize and pay respect to the survivors of our fallen heroes.

In witness whereof, I have hereunto set my hand and caused this seal to be affixed this 5th day of May 2025.



Noah Walker, Mayor
City of Lake City



Seal of the City of Lake City
State of Florida

File Attachments for Item:

5. Minutes - March 31, 2025 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	No
Ms. Harris	No
Mayor Walker	No
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 was anything else the City could besides a fee

Mayor Walker	No – not without substantial data; prefers variable taxes; likes putting it on a ballot with an explanation to educate the community
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 done 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.

PUBLIC PARTICIPATION – PUBLIC COMMENTS

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

ADJOURNMENT

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

Noah Walker, Mayor/Council Member

Audrey Sikes, City Clerk

File Attachments for Item:

6. City Council Resolution No. 2025-063 - A resolution of the City of Lake City, Florida, delegating and appointing Noah E. Walker, as Mayor, and Don Rosenthal, as City Manager, each as an attorney-in-fact for the City to approve and execute on behalf of and in the name of the City any specified document between the City and the State of Florida, Department of Transportation("FDOT") pursuant to and in accordance with the delegation and special power of attorney.

MEETING DATE

CITY OF LAKE CITY

Report to Council

COUNCIL AGENDA	
SECTION	
ITEM NO.	

SUBJECT: Florida Department of Transportation Delegation and Special Power of Attorney

DEPT / OFFICE: Procurement

Originator: Brenda Karr		
City Manager Don Rosenthal	Department Director	Date 4/04/2025
Recommended Action: Approve Resolution to update FDOT form 710-010-51 Delegation and Special Power of Attorney.		
Summary Explanation & Background: RES: 2014-069 was done on 9/14/2015, however three of the individuals appointed are no longer with the City of Lake City. This is a request to have these representatives listed on the form for the City to be able to sign Florida Department of Transportation documents. FDOT requires a delegation and special power of attorney to ensure the individuals or entities acting on behalf of the department have the legal authority to execute contracts.		
Alternatives:		
Source of Funds:		
Financial Impact:		
Exhibits Attached: FDOT POA		

CM/rrp
04/28/2025

RESOLUTION NO 2025 - 063

CITY OF LAKE CITY, FLORIDA

A RESOLUTION OF THE CITY OF LAKE CITY, FLORIDA, DELEGATING AND APPOINTING NOAH E. WALKER, AS MAYOR, AND DON ROSENTHAL, AS CITY MANAGER, EACH AS AN ATTORNEY-IN-FACT FOR THE CITY TO APPROVE AND EXECUTE ON BEHALF OF AND IN THE NAME OF THE CITY ANY SPECIFIED DOCUMENT BETWEEN THE CITY AND THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION ("FDOT") PURSUANT TO AND IN ACCORDANCE WITH THE DELEGATION AND SPECIAL POWER OF ATTORNEY.

WHEREAS, the State of Florida, Department of Transportation ("FDOT") has requested the City of Lake City, Florida ("City") to delegate the authority and appoint certain persons as attorney-in-fact for the City, to approve and execute on behalf of and in the name of the City any specified documents as specified on Delegation and Special Power of Attorney; and

WHEREAS, the City desires to delegate and appoint Noah E. Walker, as Mayor, and Don Rosenthal, as City Manager each as an attorney-in-fact, for the City, pursuant to and in accordance with the terms and conditions of Delegation and Special Power of Attorney attached hereto as Exhibit "A" and made a part of this resolution; now therefore

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

1. Delegating and appointing each Noah E. Walker, as Mayor, Don Rosenthal, as City Manager, Demetrius Johnson, as Assistant City Manager, and Steve Brown, as Executive Director of Utilities, as attorney-in-fact, for the City is in the public or community interest and for public welfare; and
2. The City hereby appoints Noah E. Walker, as Mayor, and Don Rosenthal, as City Manager each as an attorney-in-fact for the City to approve and execute on behalf of and in the name of the City, any specified document between the City and FDOT.

APPROVED AND ADOPTED at a meeting of the City Council 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

CITY OF LAKE CITY, FLORIDA, HEREINAFTER REFERRED TO AS THE
UAO, HEREBY TAKES THE FOLLOWING ACTION:

1. The positions, the title of which appears in the chart below, are hereby delegated the authority, and the persons, the name of whom appears in the chart below, are hereby appointed as attorney-in-fact for the **UAO**, to approve and execute on behalf of and in the name of the **UAO**, any specified document type listed in the chart below next to that position or person between the **UAO** and the **STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION** (hereinafter referred to as the **FDOT**) and all other documents, agreements and instruments which are necessary in connection with the document type specified. In the event that All is checked or specified, there shall be no limitation on the authority of that position or person to approve and execute documents between the **UAO** and the **FDOT**.

2. This delegation and appointment shall remain in full force and effect, and the **FDOT** shall be entitled to rely upon this delegation and appointment, until written notice of the modification, rescission, or revocation of this delegation and appointment, in whole or in part, has been actually delivered to the State Utility Engineer of the **FDOT** at its Central Office in Tallahassee, Florida, with copies to the District Utility Engineer of each District of the **FDOT**. No such modification, rescission, or revocation shall, in any event, be effective with respect to any documents executed or actions taken pursuant to this delegation and appointment prior to the actual delivery of written notice of such modification, rescission, or revocation to the **FDOT** as specified above.

3. This delegation and appointment shall not be exclusive and shall not be deemed to limit the authority of any other position or person which may otherwise have authority for the **UAO**.

[illegible]

EXHIBIT TO RESOLUTION	NOT FOR EXECUTION
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STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
DELEGATION AND SPECIAL POWER OF ATTORNEY

710-010-51
UTILITIES
10/04

Name of Representative (If by NAME Please Type or Print approved names)	Title of Representative (If by TITLE Please Type or Print approved titles)	Approved to Sign (Please check or specify type)	
		All	Specified Document Type
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Dated this _____ day of May, year of 2025.

CITY OF LAKE CITY, FLORIDA

(Print Name of UAO on line above)

By: EXHIBIT-NOT FOR EXECUTION
Name: Noah E. Walker
Title: Mayor
Attest: EXHIBIT-NOT FOR EXECUTION
Name: Audrey E. Sikes
Title: City Clerk

**EXHIBIT TO
RESOLUTION**

**NOT FOR
EXECUTION**

File Attachments for Item:

7. City Council Resolution No. 2025-064 - A resolution of the City of Lake City, Florida, adopting the evaluation and tabulation of responses to that certain Invitation to Bid Number 010-2025 for Electrical Services; accepting the bid from C & C Electric, 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.

MEETING DATE

CITY OF LAKE CITY

Report to Council

COUNCIL AGENDA	
SECTION	
ITEM NO.	

SUBJECT: Electrical Services and Repair Annual Contract

DEPT / OFFICE: Procurement

Originator: Brenda Karr		
City Manager Don Rosenthal	Department Director	Date 4/09/2025
Recommended Action: Establish annual contracts with all respondents.		
Summary Explanation & Background: ITB: 010-2025 Electrical Services and Repair Annual Contract solicitation was from February 25, 2025, to March 25, 2025. Four responses were received: C&C Electric LLC, Base 3 dba Gibson Electric, Graham and Sons Electric, and Holly Electric Inc. A contract is currently in place with all four vendors, established under the prior solicitation. This contract is set to expire on 5/1/2025.		
Alternatives: Not accept all bids.		
Source of Funds:		
Financial Impact:		
Exhibits Attached: ITB: 010-2025 Solicitation, Responses, Bid Tabulations, Contracts		

INVITATION TO BID
010-2025
ELECTRICAL SERVICES AND REPAIR ANNUAL CONTRACT

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

RELEASE DATE: February 25, 2025

DEADLINE FOR QUESTIONS: March 11, 2025

PROPOSAL SUBMISSION DEADLINE: March 25, 2025, 2:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

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

City of Lake City
INVITATION TO BID
Electrical Services and Repair Annual Contract

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

1. Introduction

1.1. Summary

INVITATION TO BID

010-2025

Sealed bids will be accepted by the City of Lake City, Florida until Tuesday, March 25, 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:

Electrical Services and Repair Annual Contract

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, March 11, 2025 at 2:00 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

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 the Contracts shall be one (1) year. The City reserves the right to renew the contract for two (2) consecutive one (1) year terms, under the same terms and conditions, upon mutual agreement with the successful Bidders.

1.3. [Contact Information](#)

Angel Bryant
Procurement Analyst

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

Department:
Procurement

1.4. Timeline

Release Project Date	February 25, 2025
Question Submission Deadline	March 11, 2025, 2:00pm
Question Response Deadline	March 18, 2025, 2:00pm
Proposal Submission Deadline	March 25, 2025, 2:00pm
Contractor Selection Date	April 21, 2025

2. Instruction To Bidders

2.1. Overview

The City of Lake City is accepting bids for Electrical Services and Repair.

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 Tuesday, March 25, 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, March 18, 2025 by 2:00 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.

3. Scope of Work and Related Requirements

3.1. General Scope of Work

The City of Lake City is seeking competitive bids for Electrical Service and Repairs at various City locations. The awarded Contractors shall furnish all labor, materials, and equipment necessary to complete all work specified by the City and have the capability to service multiple locations at any given time.

All materials shall be first-grade products of reputable manufacturers. They shall be installed in compliance with the standards of good workmanship and shall be approved by the City's representative prior to installation.

3.2. Competency of Firms

Bids will be considered only from firms which are regularly engaged in the business of providing the goods and/or services as described in this Invitation to Bid and who can provide evidence that they can satisfactorily execute the services under the terms and conditions herein stated. The term "equipment" and "organization" as used herein shall be construed to mean a fully equipped and well established company in line with the best business practices in the industry and as determined by the proper authorities of the City of Lake City.

3.3. Notice of Award

The proposal of the successful Bidder(s), the written Notice of Award, the terms, conditions and specifications contained in the Invitation to Bid will constitute the contract. It is and shall be understood and agreed that a Contract shall be deemed to be awarded and validly entered into between the successful Bidders and the City when written notice has been executed by the City through its authorized agent. Note: Purchase orders shall be issued when service is needed.

Contracts shall be awarded based on the fixed fees (hourly rates + % of markup) submitted by responsible bidders who demonstrate compliance with bid specifications and capability to perform according to the terms of the Contract.

3.4. Price for Service

The bid will be divided into two groups:

I. Hourly rate of labor

II. Mark-up factor (%) over cost of materials

Group I, bid your hourly labor rate. Bid the hourly rate of labor for both an Electrical Journeyman and Apprentice during working hours (8:00 a.m. thru 5:00 p.m., Monday – Friday) and the hourly rate of labor for both an Electrical Journeyman and Apprentice for emergency calls after hours.

Group II, bid on the percentage (%) mark-up over your cost for parts and materials. The City will pay for parts, on a cost plus mark-up factor (%). The City reserves the right to check with Contractors supplier to confirm cost for parts and materials. Confirming price plus mark-up factor should equal your invoice price for parts and materials. The percentage mark-up is being used to provide for fluctuations in market price for parts and material and to provide an equitable quantifiable invoicing

Pricing on Group I and Group II combined, will pertain to services performed for less than \$2500. Services to be performed in excess of \$2500 will require competitive quotes or bids.

BOTH GROUPS MUST BE BID ON FOR YOUR BID TO BE CONSIDERED RESPONSIVE.

3.5. FIRM PRICE

The City requires a firm fixed price on unit prices (hourly rates and percentage) as bid for the contract period. Also, each quote must note hourly rates charged and markup as listed in the bid.

3.6. CONTRACT TERM

The Term of the Contracts shall be one (1) year. The City reserves the right to renew the contract for two (2) consecutive one (1) year terms, under the same terms and conditions, upon mutual agreement with the successful Bidders.

3.7. PERFORMANCE

It is the intention of the City of Lake City to contract as specified herein with multiple bidders, at a predetermined rate, that will give prompt and convenient response to the City's needs. Any failure of the successful bidder(s) to comply with these conditions may be cause for terminating any resulting contract immediately upon notice by the City for cause or without cause

3.8. TERMINATION

This AGREEMENT may be terminated by either party by seven (7) calendar day's prior written notice, in the event of substantial failure to perform in accordance with the terms hereof by the other party through no fault of the terminating party. The CONTRACTOR and the CITY shall also have a right to terminate this AGREEMENT for convenience at any time by providing thirty (30) calendar days written notice to either one or the other

3.9. NEW ELECTRICAL WORK

The successful bidders agree to provide free estimates on new work when requested by the City. For any new work, the City of Lake City will provide drawings and detailed requirements that specify the scope of work. The City reserves the right to secure competitive bids or quotes from contractors for selected new electrical work for which the successful bidders of this "Invitation to Bid" will be invited to submit a bid or quote.

3.10. PERMITTING AND LICENSING

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. Contractor's qualifications including equipment to be used for this project will be subject to review and approval by the City prior to award.

The awarded bidder shall secure permits and arrange for electrical inspection as required.

All work performed must be in compliance with: National Electrical Code 2008 (NFPA) and the City of Lake City, Florida, Electrical Code.

If after the awarded Contractor has completed the work and it is found upon inspection by the City's Growth Management Department not to be satisfactorily completed, the Contractor will have a specified time, to be determined by the Growth Management Department, to correctly complete the work. Upon completion the Contractor will request a final inspection of all work by the City's Growth Management Department. If the Contractor fails or refuses to complete the work to the City's satisfaction, the City reserves the right to procure the services from another source and hold the Contractor responsible for any cost occasioned or incurred thereby.

Precautions will be exercised at all times for the protection of persons (including employees) and property. Barricades will be provided by the Contractor at Contractor's expense, when work is performed in areas traversed by persons or vehicles, or when deemed necessary by the City's representative.

3.11. INSURANCE

1. 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.

2. Statutory Workers Compensation insurance as required by the State of Florida.

3. 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.

4. Business Vehicle/Umbrella Liability insurance with a minimum limit of \$300,000 per occurrence, and \$1,000,000 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.

3.12. 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.

3.13. COMPLETION OF WORK

All calls for work will be requested by the City. EXCEPTIONS: Evenings or weekends for emergency work that cannot wait until the next working day.

Successful Contractor will be required to respond to routine calls from the City within four (4) working hours, unless previously scheduled, after notification. Emergency calls shall be responded to immediately. No work shall be done on weekends or City holidays unless specifically authorized in writing by the City.

3.14. 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.

3.15. 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.

3.16. 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.

3.17. Storage of Materials

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

3.18. 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.

3.19. 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.

3.20. 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.

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.

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.

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. 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

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.

- B. The successful Contractor must complete all work within 365 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.

- 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.

5. Pricing Proposal

GROUP 1

HOURLY RATE OF LABOR

Line Item	Description	Unit of Measure	Unit Cost
1	ELECTRICAL JOURNEYMAN	HOURLY RATE	
2	APPRENTICE	HOURLY RATE	
3	ELECTRICAL JOURNEYMAN AFTER HOURS (OVERTIME- EMERGENCY CALLS)	HOURLY RATE	
4	APPRENTICE AFTER HOURS (OVERTIME- EMERGENCY CALLS)	HOURLY RATE	

GROUP 2

Percentage Mark-up (Parts and Materials)

Line Item	Description	Unit of Measure	Unit Cost
1	Percentage Mark-up	%	

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 010-2025 described as Electrical Services and Repair Annual Contract.
- 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.

☐ 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

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.

“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:
010-2025, Electrical Services and Repair Annual Contract;
- 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*

010-2025-Electrical Services and Repair Annual Contract

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.

☐ 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 010-2025.
- 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.

☐ 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)

- ☐ 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. Bid Documents/ Proposal *

Please upload your final submission

*Response required



[C & C ELECTRIC LLC] RESPONSE DOCUMENT REPORT

ITB No. 010-2025

Electrical Services and Repair Annual Contract

RESPONSE DEADLINE: March 25, 2025 at 2:00 pm

Report Generated: Tuesday, April 8, 2025

C & C Electric LLC Response

CONTACT INFORMATION

Company:

C & C Electric LLC

Email:

ccelectric@windstream.net

Contact:

Chris Campbell

Address:

15905 128th PL
Live Oak, FL 32060

Phone:

(386) 330-4086

Website:

N/A

Submission Date:

Mar 22, 2025 7:38 PM (Eastern Time)

ADDENDA CONFIRMATION

Addendum #1

Confirmed Mar 6, 2025 7:29 PM by Chris Campbell

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: _____

1 - City of Lake City

ATTN: FINANCE

205 N Marion ST
Lake City, FL 32055
Water Plant
Mike Osborn
386-466-8112
osbornm@lcfla.com
Over 20 Years

2 - Wainwright Farms
17048 129th RD.
McAlpin, FL 32062
386-590-6774
Wesley Wainwright
wesleygwainwright@icloud.com
Over 20 Years

3 - Georgia Poultry
706A West Howard Street
Live Oak, FL 32064
386-362-4590
Paul Garrison

pgarrison@hogslat.com

Over 20 Years

2. Title and Organization*

Pass

Please provide your title and organization's name.

MBMR, C & C Electric LLC

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".

Live Oak, FL

4. Principal Office*

Pass

Please provide the city and state for your Principal Office.

Live Oak, FL

5. Conflict of Interest Statement*

Pass

- A. The above named entity is submitting a Bid for the City of Lake City 010-2025 described as Electrical Services and Repair Annual Contract.

- 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".

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:
010-2025, Electrical Services and Repair Annual Contract;
- 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](#)

scan0262.pdf

12. E-Verify Affirmation Statement*

Pass

010-2025-Electrical Services and Repair Annual Contract

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".

Our minimum service call rate is \$150, \$200 for after hours.

15. Federal Identification No. (FEID)*

Pass

Please provide your FEIN number here.

20-1480130

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

Pass

- A. This sworn statement is submitted with 010-2025.
- 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

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

No response submitted

20. Bid Documents/ Proposal *

Pass

Please upload your final submission

COLC_Proposal_2025.docx

PRICE TABLES

GROUP 1

HOURLY RATE OF LABOR

Line Item	Description	Unit of Measure	Unit Cost
1	ELECTRICAL JOURNEYMAN	HOURLY RATE	\$75.00
2	APPRENTICE	HOURLY RATE	\$45.00

Line Item	Description	Unit of Measure	Unit Cost
3	ELECTRICAL JOURNEYMAN AFTER HOURS (OVERTIME- EMERGENCY CALLS)	HOURLY RATE	\$100.00
4	APPRENTICE AFTER HOURS (OVERTIME- EMERGENCY CALLS)	HOURLY RATE	\$65.00

GROUP 2

Percentage Mark-up (Parts and Materials)

Line Item	Description	Unit of Measure	Unit Cost
1	Percentage Mark-up	%	\$10.00

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 _____ MBMR _____ (Role) of _____ C & C Electric LLC _____ (Company).
3. _____ C & C Electric LLC _____ (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 _____ Christopher A. Campbell, MBMR _____ (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

C & C Electric LLC
NAME OF BUSINESS ENTITY

Christopher A Campbell MBMR
SIGNATURE

Christopher A Campbell
TYPE NAME AND TITLE

MBMR

- 1 ELECTRICAL JOURNEYMAN HOURLY RATE 75
- 2 APPRENTICE HOURLY RATE 45
- 3 ELECTRICAL JOURNEYMAN AFTER HOURS (OVERTIME- EMERGENCY CALLS)
HOURLY RATE 100
- 4 APPRENTICE AFTER HOURS (OVERTIME- EMERGENCY CALLS) HOURLY RATE
65
- 5 Markup 10%
- 6 Minimum Service Call \$150, \$200 after hours,



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

EVALUATION TABULATION
ITB No. 010-2025
Electrical Services and Repair Annual Contract
RESPONSE DEADLINE: March 25, 2025, at 2:00 pm
Report Generated: Monday, April 28, 2025

SELECTED VENDOR TOTALS

Vendor	Total
C & C Electric LLC	\$295.00
Base 3 dba Gibson Electric	\$375.00
Graham and Sons Electric, Inc.	\$475.00
Holly Electric Inc	\$560.00

GROUP 1

HOURLY RATE OF LABOR

GROUP 1				Base 3 dba Gibson Electric	C & C Electric LLC	Graham and Sons Electric, Inc.	Holly Electric Inc
Selected	Line Item	Description	Unit of Measure	Unit Cost	Unit Cost	Unit Cost	Unit Cost
X	1	ELECTRICAL JOURNEYMAN	HOURLY RATE	\$80.00	\$75.00	\$100.00	\$135.00

EVALUATION TABULATION
ITB No. 010-2025
Electrical Services and Repair Annual Contract

GROUP 1				Base 3 dba Gibson Electric	C & C Electric LLC	Graham and Sons Electric, Inc.	Holly Electric Inc
Selected	Line Item	Description	Unit of Measure	Unit Cost	Unit Cost	Unit Cost	Unit Cost
X	2	APPRENTICE	HOURLY RATE	\$65.00	\$45.00	\$50.00	\$50.00
X	3	ELECTRICAL JOURNEYMAN AFTER HOURS (OVERTIME- EMERGENCY CALLS)	HOURLY RATE	\$120.00	\$100.00	\$200.00	\$250.00
X	4	APPRENTICE AFTER HOURS (OVERTIME- EMERGENCY CALLS)	HOURLY RATE	\$90.00	\$65.00	\$100.00	\$100.00
Total				\$355.00	\$285.00	\$450.00	\$535.00

GROUP 2

Percentage Mark-up (Parts and Materials)

Group 2				Base 3 dba Gibson Electric	C & C Electric LLC	Graham and Sons Electric, Inc.	Holly Electric Inc
Selected	Line Item	Description	Unit of Measure	Unit Cost	Unit Cost	Unit Cost	Unit Cost
X	1	Percentage Mark-up	%	\$20.00	\$10.00	\$25.00	\$25.00
Total				\$20.00	\$10.00	\$25.00	\$25.00

RESOLUTION NO 2025-064

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 010-2025 FOR ELECTRICAL SERVICES; ACCEPTING THE BID FROM *C & C ELECTRIC, 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 010-2025 (the "ITB") seeking a vendor-for electrical services (the "Services"); and

WHEREAS, C & C Electric, LLC., a Florida limited liability company (the "Vendor") was one of four bidders responding to the ITB; and

WHEREAS, the City desires to and does accept the Vendor's bid as one of four bids accepted; 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

-
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

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

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 C&C Electric LLC ("Contractor") (individually, each a "Party," and collectively, the "Parties").

WITNESSETH:

WHEREAS, the City requested proposals pursuant to ITB-010-2025 (the "Procurement Document") for Electrical Services Annual Contract; and

WHEREAS, based upon the City's assessment of 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. **X** at the following hourly rates (select appropriate box):

☐ the hourly rate of \$ _____;

OR

- X** the hourly rates and terms set out in Exhibit C attached hereto, upon submittal of an invoice as required herein.

OR

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

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

- X** 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):

- X** 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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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

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: C&C Electric LLC
Attn: Chris Campbell
15905 128th Place
Live Oak, FL 32060

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

19. **Conflict of Interest.**
- a. 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.
 - b. 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 Contractor 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.

(REMAINDER OF PAGE INTENTIONALLY BLANK)
(Signature Page Follows)

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

C&C ELECTRIC LLC

BY THE MAYOR OF THE CITY OF LAKE CITY, FLORIDA

EXHIBIT-NOT FOR EXECUTION

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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EXHIBIT A
STATEMENT OF WORK

Dependent upon the Project on a per Project basis.

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**NOT FOR
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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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EXHIBIT C
FEE & RATE SCHEDULE

PRICE TABLES

C&C ELECTRIC LLC

GROUP 1
HOURLY RATE

Line Item	Description	Unit of Measure	Unit Cost
1	ELECTRICAL JOURNEYMAN	HOURLY RATE	\$75.00
2	APPRENTICE	HOURLY RATE	\$45.00
3	ELECTRICAL JOURNEYMAN AFTER HOURS (OVERTIME- EMERGENCY CALLS)	HOURLY RATE	\$100.00
4	APPRENTICE AFTER HOURS (OVERTIME- EMERGENCY CALLS)	HOURLY RATE	\$65.00

GROUP 2

PERCENTAGE MARK-UP (PARTS AND MATERIALS)

Line Item	Description	Unit of Measure	Unit Cost
1	Percentage Mark-up	%	\$10.00

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EXHIBIT D
PAYMENT/INVOICES

**EXHIBIT TO
RESOLUTION**

**NOT FOR
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.

**EXHIBIT TO
RESOLUTION**

**NOT FOR
EXECUTION**

EXHIBIT F
PERFORMANCE BOND

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

**EXHIBIT TO
RESOLUTION**

**NOT FOR
EXECUTION**

File Attachments for Item:

8. City Council Resolution No. 2025-065 - A resolution of the City of Lake City, Florida, adopting the evaluation and tabulation of responses to that certain Invitation to Bid Number 010-2025 for Electrical Services; accepting the bid from Base 3 D/B/A Gibson Electric, 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.

MEETING DATE

CITY OF LAKE CITY

Report to Council

COUNCIL AGENDA	
SECTION	
ITEM NO.	

SUBJECT: Electrical Services and Repair Annual Contract

DEPT / OFFICE: Procurement

Originator: Brenda Karr		
City Manager Don Rosenthal	Department Director	Date 4/09/2025
Recommended Action: Establish annual contracts with all respondents.		
Summary Explanation & Background: ITB: 010-2025 Electrical Services and Repair Annual Contract solicitation was from February 25, 2025, to March 25, 2025. Four responses were received: C&C Electric LLC, Base 3 dba Gibson Electric, Graham and Sons Electric, and Holly Electric Inc. A contract is currently in place with all four vendors, established under the prior solicitation. This contract is set to expire on 5/1/2025.		
Alternatives: Not accept all bids.		
Source of Funds:		
Financial Impact:		
Exhibits Attached: ITB: 010-2025 Solicitation, Responses, Bid Tabulations, Contracts		

INVITATION TO BID
010-2025
ELECTRICAL SERVICES AND REPAIR ANNUAL CONTRACT

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

RELEASE DATE: February 25, 2025

DEADLINE FOR QUESTIONS: March 11, 2025

PROPOSAL SUBMISSION DEADLINE: March 25, 2025, 2:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

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

City of Lake City
INVITATION TO BID
Electrical Services and Repair Annual Contract

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

1. Introduction

1.1. Summary

INVITATION TO BID

010-2025

Sealed bids will be accepted by the City of Lake City, Florida until Tuesday, March 25, 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:

Electrical Services and Repair Annual Contract

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, March 11, 2025 at 2:00 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

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 the Contracts shall be one (1) year. The City reserves the right to renew the contract for two (2) consecutive one (1) year terms, under the same terms and conditions, upon mutual agreement with the successful Bidders.

1.3. [Contact Information](#)

Angel Bryant
Procurement Analyst

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

Department:
Procurement

1.4. Timeline

Release Project Date	February 25, 2025
Question Submission Deadline	March 11, 2025, 2:00pm
Question Response Deadline	March 18, 2025, 2:00pm
Proposal Submission Deadline	March 25, 2025, 2:00pm
Contractor Selection Date	April 21, 2025

2. Instruction To Bidders

2.1. Overview

The City of Lake City is accepting bids for Electrical Services and Repair.

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 Tuesday, March 25, 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, March 18, 2025 by 2:00 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.

3. Scope of Work and Related Requirements

3.1. General Scope of Work

The City of Lake City is seeking competitive bids for Electrical Service and Repairs at various City locations. The awarded Contractors shall furnish all labor, materials, and equipment necessary to complete all work specified by the City and have the capability to service multiple locations at any given time.

All materials shall be first-grade products of reputable manufacturers. They shall be installed in compliance with the standards of good workmanship and shall be approved by the City's representative prior to installation.

3.2. Competency of Firms

Bids will be considered only from firms which are regularly engaged in the business of providing the goods and/or services as described in this Invitation to Bid and who can provide evidence that they can satisfactorily execute the services under the terms and conditions herein stated. The term "equipment" and "organization" as used herein shall be construed to mean a fully equipped and well established company in line with the best business practices in the industry and as determined by the proper authorities of the City of Lake City.

3.3. Notice of Award

The proposal of the successful Bidder(s), the written Notice of Award, the terms, conditions and specifications contained in the Invitation to Bid will constitute the contract. It is and shall be understood and agreed that a Contract shall be deemed to be awarded and validly entered into between the successful Bidders and the City when written notice has been executed by the City through its authorized agent. Note: Purchase orders shall be issued when service is needed.

Contracts shall be awarded based on the fixed fees (hourly rates + % of markup) submitted by responsible bidders who demonstrate compliance with bid specifications and capability to perform according to the terms of the Contract.

3.4. Price for Service

The bid will be divided into two groups:

I. Hourly rate of labor

II. Mark-up factor (%) over cost of materials

Group I, bid your hourly labor rate. Bid the hourly rate of labor for both an Electrical Journeyman and Apprentice during working hours (8:00 a.m. thru 5:00 p.m., Monday – Friday) and the hourly rate of labor for both an Electrical Journeyman and Apprentice for emergency calls after hours.

Group II, bid on the percentage (%) mark-up over your cost for parts and materials. The City will pay for parts, on a cost plus mark-up factor (%). The City reserves the right to check with Contractors supplier to confirm cost for parts and materials. Confirming price plus mark-up factor should equal your invoice price for parts and materials. The percentage mark-up is being used to provide for fluctuations in market price for parts and material and to provide an equitable quantifiable invoicing

Pricing on Group I and Group II combined, will pertain to services performed for less than \$2500. Services to be performed in excess of \$2500 will require competitive quotes or bids.

BOTH GROUPS MUST BE BID ON FOR YOUR BID TO BE CONSIDERED RESPONSIVE.

3.5. FIRM PRICE

The City requires a firm fixed price on unit prices (hourly rates and percentage) as bid for the contract period. Also, each quote must note hourly rates charged and markup as listed in the bid.

3.6. CONTRACT TERM

The Term of the Contracts shall be one (1) year. The City reserves the right to renew the contract for two (2) consecutive one (1) year terms, under the same terms and conditions, upon mutual agreement with the successful Bidders.

3.7. PERFORMANCE

It is the intention of the City of Lake City to contract as specified herein with multiple bidders, at a predetermined rate, that will give prompt and convenient response to the City's needs. Any failure of the successful bidder(s) to comply with these conditions may be cause for terminating any resulting contract immediately upon notice by the City for cause or without cause

3.8. TERMINATION

This AGREEMENT may be terminated by either party by seven (7) calendar day's prior written notice, in the event of substantial failure to perform in accordance with the terms hereof by the other party through no fault of the terminating party. The CONTRACTOR and the CITY shall also have a right to terminate this AGREEMENT for convenience at any time by providing thirty (30) calendar days written notice to either one or the other

3.9. NEW ELECTRICAL WORK

The successful bidders agree to provide free estimates on new work when requested by the City. For any new work, the City of Lake City will provide drawings and detailed requirements that specify the scope of work. The City reserves the right to secure competitive bids or quotes from contractors for selected new electrical work for which the successful bidders of this "Invitation to Bid" will be invited to submit a bid or quote.

3.10. PERMITTING AND LICENSING

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. Contractor's qualifications including equipment to be used for this project will be subject to review and approval by the City prior to award.

The awarded bidder shall secure permits and arrange for electrical inspection as required.

All work performed must be in compliance with: National Electrical Code 2008 (NFPA) and the City of Lake City, Florida, Electrical Code.

If after the awarded Contractor has completed the work and it is found upon inspection by the City's Growth Management Department not to be satisfactorily completed, the Contractor will have a specified time, to be determined by the Growth Management Department, to correctly complete the work. Upon completion the Contractor will request a final inspection of all work by the City's Growth Management Department. If the Contractor fails or refuses to complete the work to the City's satisfaction, the City reserves the right to procure the services from another source and hold the Contractor responsible for any cost occasioned or incurred thereby.

Precautions will be exercised at all times for the protection of persons (including employees) and property. Barricades will be provided by the Contractor at Contractor's expense, when work is performed in areas traversed by persons or vehicles, or when deemed necessary by the City's representative.

3.11. INSURANCE

1. 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.

2. Statutory Workers Compensation insurance as required by the State of Florida.

3. 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.

4. Business Vehicle/Umbrella Liability insurance with a minimum limit of \$300,000 per occurrence, and \$1,000,000 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.

3.12. 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.

3.13. COMPLETION OF WORK

All calls for work will be requested by the City. EXCEPTIONS: Evenings or weekends for emergency work that cannot wait until the next working day.

Successful Contractor will be required to respond to routine calls from the City within four (4) working hours, unless previously scheduled, after notification. Emergency calls shall be responded to immediately. No work shall be done on weekends or City holidays unless specifically authorized in writing by the City.

3.14. 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.

3.15. 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.

3.16. 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.

3.17. Storage of Materials

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

3.18. 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.

3.19. 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.

3.20. 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.

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.

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.

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. 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

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.

- B. The successful Contractor must complete all work within 365 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.

- 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.

5. Pricing Proposal

GROUP 1

HOURLY RATE OF LABOR

Line Item	Description	Unit of Measure	Unit Cost
1	ELECTRICAL JOURNEYMAN	HOURLY RATE	
2	APPRENTICE	HOURLY RATE	
3	ELECTRICAL JOURNEYMAN AFTER HOURS (OVERTIME- EMERGENCY CALLS)	HOURLY RATE	
4	APPRENTICE AFTER HOURS (OVERTIME- EMERGENCY CALLS)	HOURLY RATE	

GROUP 2

Percentage Mark-up (Parts and Materials)

Line Item	Description	Unit of Measure	Unit Cost
1	Percentage Mark-up	%	

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 010-2025 described as Electrical Services and Repair Annual Contract.
- 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.

☐ 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

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.

“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:
010-2025, Electrical Services and Repair Annual Contract;
- 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*

010-2025-Electrical Services and Repair Annual Contract

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.

☐ 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 010-2025.
- 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.

☐ 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)

- ☐ 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. Bid Documents/ Proposal *

Please upload your final submission

*Response required



[BASE 3 DBA GIBSON ELECTRIC] RESPONSE DOCUMENT REPORT

ITB No. 010-2025

Electrical Services and Repair Annual Contract

RESPONSE DEADLINE: March 25, 2025 at 2:00 pm

Report Generated: Tuesday, April 8, 2025

Base 3 dba Gibson Electric Response

CONTACT INFORMATION

Company:

Base 3 dba Gibson Electric

Email:

abooth@intec360.com

Contact:

Al Booth

Address:

2695 NW 4th St
Ocala, FL 34475

Phone:

(352) 351-0145

Website:

N/A

Submission Date:

Mar 21, 2025 1:09 PM (Eastern Time)

ADDENDA CONFIRMATION

Addendum #1
Confirmed Mar 21, 2025 12:23 PM by Al Booth

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: _____

Alachua County Board of County Commissioners
12 SE 1st Street, 2nd Floor, Gainesville, FL 32601

352-264-6900

J Morris

jmorris@alachuacounty.us

2020-Current

Azar Services

3735 Harrison Rd, Suite 700, Loganville, GA 30052

770-979-8226

customerservice@azarservices.com

Ongoing

Ocala Housing Authority

1629 NE 4th St, Ocala, FL 34478

352-620-3666

Michelle Jennings

2022- Current

Osceola County Public Schools

809 Bill Beck Blvd, Kissimmee, FL 34744

407-837-0640

David Smith Jr

2023 - Current

2. Title and Organization*

Pass

Please provide your title and organization's name.

CFO - Base 3 LLC dba Gibson Electric

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".

N/A

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 010-2025 described as Electrical Services and Repair Annual Contract.
- 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".

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:
010-2025, Electrical Services and Repair Annual Contract;
- 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_Affidavit.pdf

12. E-Verify Affirmation Statement*

Pass

010-2025-Electrical Services and Repair Annual Contract

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.

20-0953712

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

Pass

- A. This sworn statement is submitted with 010-2025.
- 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

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

No response submitted

20. Bid Documents/ Proposal *

Pass

Please upload your final submission

State_License_Nicholas_Moreno_exp_08.31.2026.pdf
Base_3_Bidding_COI.pdf

PRICE TABLES

GROUP 1

HOURLY RATE OF LABOR

Line Item	Description	Unit of Measure	Unit Cost
1	ELECTRICAL JOURNEYMAN	HOURLY RATE	\$80.00

Line Item	Description	Unit of Measure	Unit Cost
2	APPRENTICE	HOURLY RATE	\$65.00
3	ELECTRICAL JOURNEYMAN AFTER HOURS (OVERTIME- EMERGENCY CALLS)	HOURLY RATE	\$120.00
4	APPRENTICE AFTER HOURS (OVERTIME- EMERGENCY CALLS)	HOURLY RATE	\$90.00

GROUP 2

Percentage Mark-up (Parts and Materials)

Line Item	Description	Unit of Measure	Unit Cost
1	Percentage Mark-up	%	\$20.00

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 CFO/COO of Base 3, LLC dba Gibson Electric.
3. Base 3, LLC dba Gibson Electric 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 Larry A Booth, Jr, CFO/COO, declare that I have read the foregoing Human Trafficking Affidavit and that the facts stated in it are true.

Further Affiant sayeth naught.

COMPANY

Base 3, LLC dba Gibson Electric

NAME OF BUSINESS ENTITY



SIGNATURE

Larry A Booth, Jr, CFO/COO

TYPE NAME AND TITLE



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

ELECTRICAL CONTRACTORS' LICENSING BOARD

THE ELECTRICAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

MORENO, NICHOLAS WYATT

BASE 3, LLC DBA GIBSON ELECTRIC
2695 NW 4TH STREET
OCALA FL 34475

LICENSE NUMBER: EC13012363

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 08/07/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/23/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Brown & Brown Insurance Services, Inc. 1720 SE 16th Avenue, Suite 301 Ocala FL 34471		CONTACT NAME: Robin Simmons PHONE (A/C, No, Ext): (352) 732-5010 E-MAIL ADDRESS: Robin.Simmons@bbrown.com FAX (A/C, No): (352) 732-5344	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Southern-Owners Insurance Company	
		INSURER B: Auto-Owners Insurance Company	
		INSURER C: FFVA Mutual Insurance Co.	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES**CERTIFICATE NUMBER:** Base 3**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			234622-78569318-24	06/22/2024	06/22/2025	EACH OCCURRENCE	\$ 2,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 4,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG	\$ 4,000,000
	OTHER:							\$
B	AUTOMOBILE LIABILITY			5456931801	06/22/2024	06/22/2025	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
							PIP-Basic	\$ 10,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB			5456931800	06/22/2024	06/22/2025	EACH OCCURRENCE	\$ 3,000,000
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE	\$ 3,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000							\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC84000356792024A	05/22/2024	05/22/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y / N					E.L. EACH ACCIDENT	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	<input checked="" type="checkbox"/> N	N / A				E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
A	Building Materials & Installation Property			234622-78569318-24	06/22/2024	06/22/2025	Per Occurrence	10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

for bidding purposes

CERTIFICATE HOLDER**CANCELLATION**Base 3 LLC dba Gibson Electric
2695 NW 4th St

Ocala

FL 34475

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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

EVALUATION TABULATION
ITB No. 010-2025
Electrical Services and Repair Annual Contract
RESPONSE DEADLINE: March 25, 2025, at 2:00 pm
Report Generated: Monday, April 28, 2025

SELECTED VENDOR TOTALS

Vendor	Total
C & C Electric LLC	\$295.00
Base 3 dba Gibson Electric	\$375.00
Graham and Sons Electric, Inc.	\$475.00
Holly Electric Inc	\$560.00

GROUP 1

HOURLY RATE OF LABOR

GROUP 1				Base 3 dba Gibson Electric	C & C Electric LLC	Graham and Sons Electric, Inc.	Holly Electric Inc
Selected	Line Item	Description	Unit of Measure	Unit Cost	Unit Cost	Unit Cost	Unit Cost
X	1	ELECTRICAL JOURNEYMAN	HOURLY RATE	\$80.00	\$75.00	\$100.00	\$135.00

EVALUATION TABULATION
ITB No. 010-2025
Electrical Services and Repair Annual Contract

GROUP 1				Base 3 dba Gibson Electric	C & C Electric LLC	Graham and Sons Electric, Inc.	Holly Electric Inc
Selected	Line Item	Description	Unit of Measure	Unit Cost	Unit Cost	Unit Cost	Unit Cost
X	2	APPRENTICE	HOURLY RATE	\$65.00	\$45.00	\$50.00	\$50.00
X	3	ELECTRICAL JOURNEYMAN AFTER HOURS (OVERTIME- EMERGENCY CALLS)	HOURLY RATE	\$120.00	\$100.00	\$200.00	\$250.00
X	4	APPRENTICE AFTER HOURS (OVERTIME- EMERGENCY CALLS)	HOURLY RATE	\$90.00	\$65.00	\$100.00	\$100.00
Total				\$355.00	\$285.00	\$450.00	\$535.00

GROUP 2

Percentage Mark-up (Parts and Materials)

Group 2				Base 3 dba Gibson Electric	C & C Electric LLC	Graham and Sons Electric, Inc.	Holly Electric Inc
Selected	Line Item	Description	Unit of Measure	Unit Cost	Unit Cost	Unit Cost	Unit Cost
X	1	Percentage Mark-up	%	\$20.00	\$10.00	\$25.00	\$25.00
Total				\$20.00	\$10.00	\$25.00	\$25.00

RESOLUTION NO 2025-065

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 010-2025 FOR ELECTRICAL SERVICES; ACCEPTING THE BID FROM *BASE 3 D/B/A GIBSON ELECTRIC, 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 010-2025 (the "ITB") seeking a vendor-for electrical services (the "Services"); and

WHEREAS, Base 3 d/b/a Gibson Electric, LLC, a Florida limited liability company (the "Vendor") was one of four bidders responding to the ITB; and

WHEREAS, the City desires to and does accept the Vendor's bid as one of four bids accepted; 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

-
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

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

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 Base 3 dba Gibson Electric ("Contractor") (individually, each a "Party," and collectively, the "Parties").

WITNESSETH:

WHEREAS, the City requested proposals pursuant to ITB-010-2025 (the "Procurement Document") for Electrical Services Annual Contract; and

WHEREAS, based upon the City's assessment of 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,

**EXHIBIT TO
RESOLUTION**

**NOT FOR
EXECUTION**

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.

EXHIBIT TO
RESOLUTION

NOT FOR
EXECUTION

- 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. **X** at the following hourly rates (select appropriate box):

☐ the hourly rate of \$ _____;

OR

- X** the hourly rates and terms set out in Exhibit c attached hereto, upon submittal of an invoice as required herein.

OR

- iv. (DESCRIBE PAYMENT TERMS)

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

- X** 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):

- X** 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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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

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

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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: Base 3 LLC dba Gibson Electric
Attn: Al Booth
2695 NW 4th Street
Ocala, FL 34475

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

19. **Conflict of Interest.**
- a. 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.
 - b. 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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IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year first written.

BASE 3 LLC dba GIBSON ELECTRIC

BY THE MAYOR OF THE CITY OF LAKE CITY, FLORIDA

EXHIBIT-NOT FOR EXECUTION

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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EXHIBIT A
STATEMENT OF WORK

Dependent upon the Project on a per Project basis.

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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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EXHIBIT C
FEE & RATE SCHEDULE

PRICE TABLES

BASE 3 DBA GIBSON ELECTRIC

GROUP 1
HOURLY RATE

Line Item	Description	Unit of Measure	Unit Cost
1	ELECTRICAL JOURNEYMAN	HOURLY RATE	\$80.00
2	APPRENTICE	HOURLY RATE	\$65.00
3	ELECTRICAL JOURNEYMAN AFTER HOURS (OVERTIME- EMERGENCY CALLS)	HOURLY RATE	\$120.00
4	APPRENTICE AFTER HOURS (OVERTIME- EMERGENCY CALLS)	HOURLY RATE	\$90.00

GROUP 2
PERCENTAGE MARK-UP (PARTS AND MATERIALS)

Line Item	Description	Unit of Measure	Unit Cost
1	Percentage Mark-up	%	\$20.00

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EXHIBIT D
PAYMENT/INVOICES

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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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EXECUTION**

File Attachments for Item:

9. City Council Resolution No. 2025-066 - A resolution of the City of Lake City, Florida, adopting the evaluation and tabulation of responses to that certain Invitation to Bid Number 010-2025 for Electrical Services; accepting the bid from Holly Electric, Inc., 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.

MEETING DATE

CITY OF LAKE CITY

Report to Council

COUNCIL AGENDA	
SECTION	
ITEM NO.	

SUBJECT: Electrical Services and Repair Annual Contract

DEPT / OFFICE: Procurement

Originator: Brenda Karr		
City Manager Don Rosenthal	Department Director	Date 4/09/2025
Recommended Action: Establish annual contracts with all respondents.		
Summary Explanation & Background: ITB: 010-2025 Electrical Services and Repair Annual Contract solicitation was from February 25, 2025, to March 25, 2025. Four responses were received: C&C Electric LLC, Base 3 dba Gibson Electric, Graham and Sons Electric, and Holly Electric Inc. A contract is currently in place with all four vendors, established under the prior solicitation. This contract is set to expire on 5/1/2025.		
Alternatives: Not accept all bids.		
Source of Funds:		
Financial Impact:		
Exhibits Attached: ITB: 010-2025 Solicitation, Responses, Bid Tabulations, Contracts		



[HOLLY ELECTRIC INC] RESPONSE DOCUMENT REPORT

ITB No. 010-2025

Electrical Services and Repair Annual Contract

RESPONSE DEADLINE: March 25, 2025 at 2:00 pm

Report Generated: Tuesday, April 8, 2025

Holly Electric Inc Response

CONTACT INFORMATION

Company:

Holly Electric Inc

Email:

hollyelectricinc@yahoo.com

Contact:

Donna Denton

Address:

PO Box 2266

Lake City, FL 32056

Phone:

(386) 755-5944

Website:

heigenerators.com

Submission Date:

Mar 4, 2025 12:52 PM (Eastern Time)

ADDENDA CONFIRMATION

Addendum #1

Confirmed Mar 4, 2025 8:23 AM by Donna Denton

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: _____

City of Lake City

2. Title and Organization*

Pass

Please provide your title and organization's name.

Donna Denton, Office Manger

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".

1981 SW Main Blvd, 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 010-2025 described as Electrical Services and Repair Annual Contract.
- 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".

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:
010-2025, Electrical Services and Repair Annual Contract;
- 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](#)

LC_Human_t.pdf

12. E-Verify Affirmation Statement*

Pass

010-2025-Electrical Services and Repair Annual Contract

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.

65-1175915

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

Pass

- A. This sworn statement is submitted with 010-2025.
- 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. Bid Documents/ Proposal *

Pass

Please upload your final submission

City_Lake_City_rates.pdf

PRICE TABLES

GROUP 1

HOURLY RATE OF LABOR

Line Item	Description	Unit of Measure	Unit Cost
1	ELECTRICAL JOURNEYMAN	HOURLY RATE	\$135.00

Line Item	Description	Unit of Measure	Unit Cost
2	APPRENTICE	HOURLY RATE	\$50.00
3	ELECTRICAL JOURNEYMAN AFTER HOURS (OVERTIME- EMERGENCY CALLS)	HOURLY RATE	\$250.00
4	APPRENTICE AFTER HOURS (OVERTIME- EMERGENCY CALLS)	HOURLY RATE	\$100.00

GROUP 2

Percentage Mark-up (Parts and Materials)

Line Item	Description	Unit of Measure	Unit Cost
1	Percentage Mark-up	%	\$25.00

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 Office Manager (Role) of Holly Electric Inc (Company).
3. Holly Electric Inc (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 Donna Denton (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

Holly Electric Inc
NAME OF BUSINESS ENTITY


SIGNATURE

Donna Denton, Office Manager
TYPE NAME AND TITLE

Holly Electric Inc Response

Please respond in the yellow cells below

Expand to Full Width

GROUP 1

HOURLY RATE OF LABOR

Line Item	Description	Unit of Measure	Unit Cost
1	ELECTRICAL JOURNEYMAN	HOURLY RATE	\$135.00
2	APPRENTICE	HOURLY RATE	\$50.00
3	ELECTRICAL JOURNEYMAN AFTER HOURS (OVERTIME- EMERGENCY CALLS)	HOURLY RATE	\$250.00
4	APPRENTICE AFTER HOURS (OVERTIME- EMERGENCY CALLS)	HOURLY RATE	\$100.00

GROUP 2

Percentage Mark-up (Parts and Materials)

Line Item	Description	Unit of Measure	Unit Cost
1	Percentage Mark-up	%	\$25.00

INVITATION TO BID
010-2025
ELECTRICAL SERVICES AND REPAIR ANNUAL CONTRACT

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

RELEASE DATE: February 25, 2025

DEADLINE FOR QUESTIONS: March 11, 2025

PROPOSAL SUBMISSION DEADLINE: March 25, 2025, 2:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

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

City of Lake City
INVITATION TO BID
Electrical Services and Repair Annual Contract

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

1. Introduction

1.1. Summary

INVITATION TO BID

010-2025

Sealed bids will be accepted by the City of Lake City, Florida until Tuesday, March 25, 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:

Electrical Services and Repair Annual Contract

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, March 11, 2025 at 2:00 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

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 the Contracts shall be one (1) year. The City reserves the right to renew the contract for two (2) consecutive one (1) year terms, under the same terms and conditions, upon mutual agreement with the successful Bidders.

1.3. [Contact Information](#)

Angel Bryant
Procurement Analyst

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

Department:
Procurement

1.4. Timeline

Release Project Date	February 25, 2025
Question Submission Deadline	March 11, 2025, 2:00pm
Question Response Deadline	March 18, 2025, 2:00pm
Proposal Submission Deadline	March 25, 2025, 2:00pm
Contractor Selection Date	April 21, 2025

2. Instruction To Bidders

2.1. Overview

The City of Lake City is accepting bids for Electrical Services and Repair.

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 Tuesday, March 25, 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, March 18, 2025 by 2:00 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.

3. Scope of Work and Related Requirements

3.1. General Scope of Work

The City of Lake City is seeking competitive bids for Electrical Service and Repairs at various City locations. The awarded Contractors shall furnish all labor, materials, and equipment necessary to complete all work specified by the City and have the capability to service multiple locations at any given time.

All materials shall be first-grade products of reputable manufacturers. They shall be installed in compliance with the standards of good workmanship and shall be approved by the City's representative prior to installation.

3.2. Competency of Firms

Bids will be considered only from firms which are regularly engaged in the business of providing the goods and/or services as described in this Invitation to Bid and who can provide evidence that they can satisfactorily execute the services under the terms and conditions herein stated. The term "equipment" and "organization" as used herein shall be construed to mean a fully equipped and well established company in line with the best business practices in the industry and as determined by the proper authorities of the City of Lake City.

3.3. Notice of Award

The proposal of the successful Bidder(s), the written Notice of Award, the terms, conditions and specifications contained in the Invitation to Bid will constitute the contract. It is and shall be understood and agreed that a Contract shall be deemed to be awarded and validly entered into between the successful Bidders and the City when written notice has been executed by the City through its authorized agent. Note: Purchase orders shall be issued when service is needed.

Contracts shall be awarded based on the fixed fees (hourly rates + % of markup) submitted by responsible bidders who demonstrate compliance with bid specifications and capability to perform according to the terms of the Contract.

3.4. Price for Service

The bid will be divided into two groups:

I. Hourly rate of labor

II. Mark-up factor (%) over cost of materials

Group I, bid your hourly labor rate. Bid the hourly rate of labor for both an Electrical Journeyman and Apprentice during working hours (8:00 a.m. thru 5:00 p.m., Monday – Friday) and the hourly rate of labor for both an Electrical Journeyman and Apprentice for emergency calls after hours.

Group II, bid on the percentage (%) mark-up over your cost for parts and materials. The City will pay for parts, on a cost plus mark-up factor (%). The City reserves the right to check with Contractors supplier to confirm cost for parts and materials. Confirming price plus mark-up factor should equal your invoice price for parts and materials. The percentage mark-up is being used to provide for fluctuations in market price for parts and material and to provide an equitable quantifiable invoicing

Pricing on Group I and Group II combined, will pertain to services performed for less than \$2500. Services to be performed in excess of \$2500 will require competitive quotes or bids.

BOTH GROUPS MUST BE BID ON FOR YOUR BID TO BE CONSIDERED RESPONSIVE.

3.5. FIRM PRICE

The City requires a firm fixed price on unit prices (hourly rates and percentage) as bid for the contract period. Also, each quote must note hourly rates charged and markup as listed in the bid.

3.6. CONTRACT TERM

The Term of the Contracts shall be one (1) year. The City reserves the right to renew the contract for two (2) consecutive one (1) year terms, under the same terms and conditions, upon mutual agreement with the successful Bidders.

3.7. PERFORMANCE

It is the intention of the City of Lake City to contract as specified herein with multiple bidders, at a predetermined rate, that will give prompt and convenient response to the City's needs. Any failure of the successful bidder(s) to comply with these conditions may be cause for terminating any resulting contract immediately upon notice by the City for cause or without cause

3.8. TERMINATION

This AGREEMENT may be terminated by either party by seven (7) calendar day's prior written notice, in the event of substantial failure to perform in accordance with the terms hereof by the other party through no fault of the terminating party. The CONTRACTOR and the CITY shall also have a right to terminate this AGREEMENT for convenience at any time by providing thirty (30) calendar days written notice to either one or the other

3.9. NEW ELECTRICAL WORK

The successful bidders agree to provide free estimates on new work when requested by the City. For any new work, the City of Lake City will provide drawings and detailed requirements that specify the scope of work. The City reserves the right to secure competitive bids or quotes from contractors for selected new electrical work for which the successful bidders of this "Invitation to Bid" will be invited to submit a bid or quote.

3.10. PERMITTING AND LICENSING

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. Contractor's qualifications including equipment to be used for this project will be subject to review and approval by the City prior to award.

The awarded bidder shall secure permits and arrange for electrical inspection as required.

All work performed must be in compliance with: National Electrical Code 2008 (NFPA) and the City of Lake City, Florida, Electrical Code.

If after the awarded Contractor has completed the work and it is found upon inspection by the City's Growth Management Department not to be satisfactorily completed, the Contractor will have a specified time, to be determined by the Growth Management Department, to correctly complete the work. Upon completion the Contractor will request a final inspection of all work by the City's Growth Management Department. If the Contractor fails or refuses to complete the work to the City's satisfaction, the City reserves the right to procure the services from another source and hold the Contractor responsible for any cost occasioned or incurred thereby.

Precautions will be exercised at all times for the protection of persons (including employees) and property. Barricades will be provided by the Contractor at Contractor's expense, when work is performed in areas traversed by persons or vehicles, or when deemed necessary by the City's representative.

3.11. INSURANCE

1. 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.

2. Statutory Workers Compensation insurance as required by the State of Florida.

3. 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.

4. Business Vehicle/Umbrella Liability insurance with a minimum limit of \$300,000 per occurrence, and \$1,000,000 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.

3.12. 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.

3.13. COMPLETION OF WORK

All calls for work will be requested by the City. EXCEPTIONS: Evenings or weekends for emergency work that cannot wait until the next working day.

Successful Contractor will be required to respond to routine calls from the City within four (4) working hours, unless previously scheduled, after notification. Emergency calls shall be responded to immediately. No work shall be done on weekends or City holidays unless specifically authorized in writing by the City.

3.14. 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.

3.15. 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.

3.16. 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.

3.17. Storage of Materials

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

3.18. 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.

3.19. 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.

3.20. 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.

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.

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.

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. 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

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.

- B. The successful Contractor must complete all work within 365 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.

- 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.

5. Pricing Proposal

GROUP 1

HOURLY RATE OF LABOR

Line Item	Description	Unit of Measure	Unit Cost
1	ELECTRICAL JOURNEYMAN	HOURLY RATE	
2	APPRENTICE	HOURLY RATE	
3	ELECTRICAL JOURNEYMAN AFTER HOURS (OVERTIME- EMERGENCY CALLS)	HOURLY RATE	
4	APPRENTICE AFTER HOURS (OVERTIME- EMERGENCY CALLS)	HOURLY RATE	

GROUP 2

Percentage Mark-up (Parts and Materials)

Line Item	Description	Unit of Measure	Unit Cost
1	Percentage Mark-up	%	

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 010-2025 described as Electrical Services and Repair Annual Contract.
- 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.

☐ 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

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.

“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:
010-2025, Electrical Services and Repair Annual Contract;
- 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*](#)

010-2025-Electrical Services and Repair Annual Contract

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.

☐ 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 010-2025.
- 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.

☐ 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)

- ☐ 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. Bid Documents/ Proposal *

Please upload your final submission

*Response required



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

EVALUATION TABULATION

ITB No. 010-2025

Electrical Services and Repair Annual Contract

RESPONSE DEADLINE: March 25, 2025, at 2:00 pm

Report Generated: Wednesday, April 30, 2025

SELECTED VENDOR TOTALS

Vendor	Total
C & C Electric LLC	\$295.00
Base 3 dba Gibson Electric	\$375.00
Graham and Sons Electric, Inc.	\$475.00
Holly Electric Inc	\$560.00

GROUP 1

HOURLY RATE OF LABOR

GROUP 1				Base 3 dba Gibson Electric	C & C Electric LLC	Graham and Sons Electric, Inc.	Holly Electric Inc
Selected	Line Item	Description	Unit of Measure	Unit Cost	Unit Cost	Unit Cost	Unit Cost
X	1	ELECTRICAL JOURNEYMAN	HOURLY RATE	\$80.00	\$75.00	\$100.00	\$135.00

EVALUATION TABULATION
ITB No. 010-2025
Electrical Services and Repair Annual Contract

GROUP 1				Base 3 dba Gibson Electric	C & C Electric LLC	Graham and Sons Electric, Inc.	Holly Electric Inc
Selected	Line Item	Description	Unit of Measure	Unit Cost	Unit Cost	Unit Cost	Unit Cost
X	2	APPRENTICE	HOURLY RATE	\$65.00	\$45.00	\$50.00	\$50.00
X	3	ELECTRICAL JOURNEYMAN AFTER HOURS (OVERTIME- EMERGENCY CALLS)	HOURLY RATE	\$120.00	\$100.00	\$200.00	\$250.00
X	4	APPRENTICE AFTER HOURS (OVERTIME- EMERGENCY CALLS)	HOURLY RATE	\$90.00	\$65.00	\$100.00	\$100.00
Total				\$355.00	\$285.00	\$450.00	\$535.00

GROUP 2

Percentage Mark-up (Parts and Materials)

Group 2				Base 3 dba Gibson Electric	C & C Electric LLC	Graham and Sons Electric, Inc.	Holly Electric Inc
Selected	Line Item	Description	Unit of Measure	Unit Cost	Unit Cost	Unit Cost	Unit Cost
X	1	Percentage Mark-up	%	\$20.00	\$10.00	\$25.00	\$25.00
Total				\$20.00	\$10.00	\$25.00	\$25.00

RESOLUTION NO 2025-066

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 010-2025 FOR ELECTRICAL SERVICES; ACCEPTING THE BID FROM *HOLLY ELECTRIC, 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 010-2025 (the "ITB") seeking a vendor-for electrical services (the "Services"); and

WHEREAS, Holly Electric, Inc, a Florida corporation (the "Vendor") was one of four bidders responding to the ITB; and

WHEREAS, the City desires to and does accept the Vendor's bid as one of four bids accepted; 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

-
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

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

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 Holly Electric Inc ("Contractor") (individually, each a "Party," and collectively, the "Parties").

WITNESSETH:

WHEREAS, the City requested proposals pursuant to ITB-010-2025 (the "Procurement Document") for Electrical Services Annual Contract; and

WHEREAS, based upon the City's assessment of 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. **X** at the following hourly rates (select appropriate box):

☐ the hourly rate of \$ _____;

OR

- X** the hourly rates and terms set out in Exhibit C attached hereto, upon submittal of an invoice as required herein.

OR

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

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

- X** 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):

- X** 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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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

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: Holly Electric Inc
Attn: Donald Hollingsworth
598 NW Brady Circle
Lake City, FL 32055
PO Box 2266
Lake City, FL 32056

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 Contractor 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-

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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 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

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

HOLLY ELECTRIC INC

BY THE MAYOR OF THE CITY OF LAKE CITY, FLORIDA

EXHIBIT-NOT FOR EXECUTION

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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EXHIBIT A
STATEMENT OF WORK

Dependent upon the Project on a per Project basis

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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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EXHIBIT C
FEE & RATE SCHEDULE

PRICE TABLES
HOLLY ELECTRIC INC.

GROUP 1
HOURLY RATE

Line Item	Description	Unit of Measure	Unit Cost
1	ELECTRICAL JOURNEYMAN	HOURLY RATE	\$135.00
2	APPRENTICE	HOURLY RATE	\$50.00
3	ELECTRICAL JOURNEYMAN AFTER HOURS (OVERTIME- EMERGENCY CALLS)	HOURLY RATE	\$250.00
4	APPRENTICE AFTER HOURS (OVERTIME- EMERGENCY CALLS)	HOURLY RATE	\$100.00

GROUP 2
PERCENTAGE MARK-UP (PARTS AND MATERIALS)

Line Item	Description	Unit of Measure	Unit Cost
1	Percentage Mark-up	%	\$25.00

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EXHIBIT D
PAYMENT/INVOICES

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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:

10. City Council Resolution No. 2025-067 - A resolution of the City of Lake City, Florida, adopting the evaluation and tabulation of responses to that certain Invitation to Bid Number 010-2025 for Electrical Services; accepting the bid from Graham and Sons Electric, 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.

MEETING DATE

CITY OF LAKE CITY

Report to Council

COUNCIL AGENDA	
SECTION	
ITEM NO.	

SUBJECT: Electrical Services and Repair Annual Contract

DEPT / OFFICE: Procurement

Originator: Brenda Karr		
City Manager Don Rosenthal	Department Director	Date 4/09/2025
Recommended Action: Establish annual contracts with all respondents.		
Summary Explanation & Background: ITB: 010-2025 Electrical Services and Repair Annual Contract solicitation was from February 25, 2025, to March 25, 2025. Four responses were received: C&C Electric LLC, Base 3 dba Gibson Electric, Graham and Sons Electric, and Holly Electric Inc. A contract is currently in place with all four vendors, established under the prior solicitation. This contract is set to expire on 5/1/2025.		
Alternatives: Not accept all bids.		
Source of Funds:		
Financial Impact:		
Exhibits Attached: ITB: 010-2025 Solicitation, Responses, Bid Tabulations, Contracts		

INVITATION TO BID
010-2025
ELECTRICAL SERVICES AND REPAIR ANNUAL CONTRACT

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

RELEASE DATE: February 25, 2025

DEADLINE FOR QUESTIONS: March 11, 2025

PROPOSAL SUBMISSION DEADLINE: March 25, 2025, 2:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

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

City of Lake City
INVITATION TO BID
Electrical Services and Repair Annual Contract

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

1. Introduction

1.1. Summary

INVITATION TO BID

010-2025

Sealed bids will be accepted by the City of Lake City, Florida until Tuesday, March 25, 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:

Electrical Services and Repair Annual Contract

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, March 11, 2025 at 2:00 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

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 the Contracts shall be one (1) year. The City reserves the right to renew the contract for two (2) consecutive one (1) year terms, under the same terms and conditions, upon mutual agreement with the successful Bidders.

1.3. [Contact Information](#)

Angel Bryant
Procurement Analyst

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

Department:
Procurement

1.4. Timeline

Release Project Date	February 25, 2025
Question Submission Deadline	March 11, 2025, 2:00pm
Question Response Deadline	March 18, 2025, 2:00pm
Proposal Submission Deadline	March 25, 2025, 2:00pm
Contractor Selection Date	April 21, 2025

2. Instruction To Bidders

2.1. Overview

The City of Lake City is accepting bids for Electrical Services and Repair.

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 Tuesday, March 25, 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, March 18, 2025 by 2:00 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.

3. Scope of Work and Related Requirements

3.1. General Scope of Work

The City of Lake City is seeking competitive bids for Electrical Service and Repairs at various City locations. The awarded Contractors shall furnish all labor, materials, and equipment necessary to complete all work specified by the City and have the capability to service multiple locations at any given time.

All materials shall be first-grade products of reputable manufacturers. They shall be installed in compliance with the standards of good workmanship and shall be approved by the City's representative prior to installation.

3.2. Competency of Firms

Bids will be considered only from firms which are regularly engaged in the business of providing the goods and/or services as described in this Invitation to Bid and who can provide evidence that they can satisfactorily execute the services under the terms and conditions herein stated. The term "equipment" and "organization" as used herein shall be construed to mean a fully equipped and well established company in line with the best business practices in the industry and as determined by the proper authorities of the City of Lake City.

3.3. Notice of Award

The proposal of the successful Bidder(s), the written Notice of Award, the terms, conditions and specifications contained in the Invitation to Bid will constitute the contract. It is and shall be understood and agreed that a Contract shall be deemed to be awarded and validly entered into between the successful Bidders and the City when written notice has been executed by the City through its authorized agent. Note: Purchase orders shall be issued when service is needed.

Contracts shall be awarded based on the fixed fees (hourly rates + % of markup) submitted by responsible bidders who demonstrate compliance with bid specifications and capability to perform according to the terms of the Contract.

3.4. Price for Service

The bid will be divided into two groups:

I. Hourly rate of labor

II. Mark-up factor (%) over cost of materials

Group I, bid your hourly labor rate. Bid the hourly rate of labor for both an Electrical Journeyman and Apprentice during working hours (8:00 a.m. thru 5:00 p.m., Monday – Friday) and the hourly rate of labor for both an Electrical Journeyman and Apprentice for emergency calls after hours.

Group II, bid on the percentage (%) mark-up over your cost for parts and materials. The City will pay for parts, on a cost plus mark-up factor (%). The City reserves the right to check with Contractors supplier to confirm cost for parts and materials. Confirming price plus mark-up factor should equal your invoice price for parts and materials. The percentage mark-up is being used to provide for fluctuations in market price for parts and material and to provide an equitable quantifiable invoicing

Pricing on Group I and Group II combined, will pertain to services performed for less than \$2500. Services to be performed in excess of \$2500 will require competitive quotes or bids.

BOTH GROUPS MUST BE BID ON FOR YOUR BID TO BE CONSIDERED RESPONSIVE.

3.5. FIRM PRICE

The City requires a firm fixed price on unit prices (hourly rates and percentage) as bid for the contract period. Also, each quote must note hourly rates charged and markup as listed in the bid.

3.6. CONTRACT TERM

The Term of the Contracts shall be one (1) year. The City reserves the right to renew the contract for two (2) consecutive one (1) year terms, under the same terms and conditions, upon mutual agreement with the successful Bidders.

3.7. PERFORMANCE

It is the intention of the City of Lake City to contract as specified herein with multiple bidders, at a predetermined rate, that will give prompt and convenient response to the City's needs. Any failure of the successful bidder(s) to comply with these conditions may be cause for terminating any resulting contract immediately upon notice by the City for cause or without cause

3.8. TERMINATION

This AGREEMENT may be terminated by either party by seven (7) calendar day's prior written notice, in the event of substantial failure to perform in accordance with the terms hereof by the other party through no fault of the terminating party. The CONTRACTOR and the CITY shall also have a right to terminate this AGREEMENT for convenience at any time by providing thirty (30) calendar days written notice to either one or the other

3.9. NEW ELECTRICAL WORK

The successful bidders agree to provide free estimates on new work when requested by the City. For any new work, the City of Lake City will provide drawings and detailed requirements that specify the scope of work. The City reserves the right to secure competitive bids or quotes from contractors for selected new electrical work for which the successful bidders of this "Invitation to Bid" will be invited to submit a bid or quote.

3.10. PERMITTING AND LICENSING

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. Contractor's qualifications including equipment to be used for this project will be subject to review and approval by the City prior to award.

The awarded bidder shall secure permits and arrange for electrical inspection as required.

All work performed must be in compliance with: National Electrical Code 2008 (NFPA) and the City of Lake City, Florida, Electrical Code.

If after the awarded Contractor has completed the work and it is found upon inspection by the City's Growth Management Department not to be satisfactorily completed, the Contractor will have a specified time, to be determined by the Growth Management Department, to correctly complete the work. Upon completion the Contractor will request a final inspection of all work by the City's Growth Management Department. If the Contractor fails or refuses to complete the work to the City's satisfaction, the City reserves the right to procure the services from another source and hold the Contractor responsible for any cost occasioned or incurred thereby.

Precautions will be exercised at all times for the protection of persons (including employees) and property. Barricades will be provided by the Contractor at Contractor's expense, when work is performed in areas traversed by persons or vehicles, or when deemed necessary by the City's representative.

3.11. INSURANCE

1. 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.

2. Statutory Workers Compensation insurance as required by the State of Florida.

3. 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.

4. Business Vehicle/Umbrella Liability insurance with a minimum limit of \$300,000 per occurrence, and \$1,000,000 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.

3.12. 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.

3.13. COMPLETION OF WORK

All calls for work will be requested by the City. EXCEPTIONS: Evenings or weekends for emergency work that cannot wait until the next working day.

Successful Contractor will be required to respond to routine calls from the City within four (4) working hours, unless previously scheduled, after notification. Emergency calls shall be responded to immediately. No work shall be done on weekends or City holidays unless specifically authorized in writing by the City.

3.14. 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.

3.15. 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.

3.16. 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.

3.17. Storage of Materials

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

3.18. 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.

3.19. 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.

3.20. 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.

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.

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.

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. 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

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.

- B. The successful Contractor must complete all work within 365 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.

- 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.

5. Pricing Proposal

GROUP 1

HOURLY RATE OF LABOR

Line Item	Description	Unit of Measure	Unit Cost
1	ELECTRICAL JOURNEYMAN	HOURLY RATE	
2	APPRENTICE	HOURLY RATE	
3	ELECTRICAL JOURNEYMAN AFTER HOURS (OVERTIME- EMERGENCY CALLS)	HOURLY RATE	
4	APPRENTICE AFTER HOURS (OVERTIME- EMERGENCY CALLS)	HOURLY RATE	

GROUP 2

Percentage Mark-up (Parts and Materials)

Line Item	Description	Unit of Measure	Unit Cost
1	Percentage Mark-up	%	

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 010-2025 described as Electrical Services and Repair Annual Contract.
- 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.

☐ 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

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.

“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:
010-2025, Electrical Services and Repair Annual Contract;
- 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*

010-2025-Electrical Services and Repair Annual Contract

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.

☐ 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 010-2025.
- 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.

☐ 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)

- ☐ 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. Bid Documents/ Proposal *

Please upload your final submission

*Response required



[GRAHAM AND SONS ELECTRIC, INC.] RESPONSE DOCUMENT REPORT

ITB No. 010-2025

Electrical Services and Repair Annual Contract

RESPONSE DEADLINE: March 25, 2025 at 2:00 pm

Report Generated: Wednesday, April 9, 2025

Graham and Sons Electric, Inc. Response

CONTACT INFORMATION

Company:

Graham and Sons Electric, Inc.

Email:

blakeg@grahamandsonselectric.com

Contact:

Blake Graham

Address:

723 Sw Sisters Welcome Road
Lake City, FL 32024

Phone:

N/A

Website:

N/A

Submission Date:

Mar 25, 2025 11:22 AM (Eastern Time)

ADDENDA CONFIRMATION

Addendum #1

Confirmed Mar 25, 2025 11:18 AM by Blake Graham

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: _____

1) CITY OF LAKE CITY

205N. MARION, AVE

LAKE CITY FLORIDA,.32055

386-752-2031

MARK WITT

wittm@lcfa.com

31 years

2) CITY OF LAKE CITY

295 N MARION AVE

LAKE CITY FLORIDA 32055

386-752-2031

DAVID DURRANCE

durranced@lcfla.com

31 years

3) CITY OF LAKE CITY

205 N MARION AVE

LAKE CITY, FLORIDA .32055

386-752-2031

PAUL DYAL

dyalp@lcfla.com

11 years

2. Title and Organization*

Pass

Please provide your title and organization's name.

President - Graham and Sons Electric, 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 010-2025 described as Electrical Services and Repair Annual Contract.
- 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".

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:
010-2025, Electrical Services and Repair Annual Contract;
- 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](#)

traffic0001.pdf

12. E-Verify Affirmation Statement*

Pass

010-2025-Electrical Services and Repair Annual Contract

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.

59-2708333

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

Pass

- A. This sworn statement is submitted with 010-2025.
- 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

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

No response submitted

20. Bid Documents/ Proposal *

Pass

Please upload your final submission

Untitled.csv

PRICE TABLES

GROUP 1

HOURLY RATE OF LABOR

Line Item	Description	Unit of Measure	Unit Cost
1	ELECTRICAL JOURNEYMAN	HOURLY RATE	\$100.00
2	APPRENTICE	HOURLY RATE	\$50.00
3	ELECTRICAL JOURNEYMAN AFTER HOURS (OVERTIME- EMERGENCY CALLS)	HOURLY RATE	\$200.00
4	APPRENTICE AFTER HOURS (OVERTIME- EMERGENCY CALLS)	HOURLY RATE	\$100.00

GROUP 2

Percentage Mark-up (Parts and Materials)

Line Item	Description	Unit of Measure	Unit Cost
1	Percentage Mark-up	%	\$25.00



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

EVALUATION TABULATION
ITB No. 010-2025
Electrical Services and Repair Annual Contract
RESPONSE DEADLINE: March 25, 2025, at 2:00 pm
Report Generated: Monday, April 28, 2025

SELECTED VENDOR TOTALS

Vendor	Total
C & C Electric LLC	\$295.00
Base 3 dba Gibson Electric	\$375.00
Graham and Sons Electric, Inc.	\$475.00
Holly Electric Inc	\$560.00

GROUP 1

HOURLY RATE OF LABOR

GROUP 1				Base 3 dba Gibson Electric	C & C Electric LLC	Graham and Sons Electric, Inc.	Holly Electric Inc
Selected	Line Item	Description	Unit of Measure	Unit Cost	Unit Cost	Unit Cost	Unit Cost
X	1	ELECTRICAL JOURNEYMAN	HOURLY RATE	\$80.00	\$75.00	\$100.00	\$135.00

EVALUATION TABULATION
ITB No. 010-2025
Electrical Services and Repair Annual Contract

GROUP 1				Base 3 dba Gibson Electric	C & C Electric LLC	Graham and Sons Electric, Inc.	Holly Electric Inc
Selected	Line Item	Description	Unit of Measure	Unit Cost	Unit Cost	Unit Cost	Unit Cost
X	2	APPRENTICE	HOURLY RATE	\$65.00	\$45.00	\$50.00	\$50.00
X	3	ELECTRICAL JOURNEYMAN AFTER HOURS (OVERTIME- EMERGENCY CALLS)	HOURLY RATE	\$120.00	\$100.00	\$200.00	\$250.00
X	4	APPRENTICE AFTER HOURS (OVERTIME- EMERGENCY CALLS)	HOURLY RATE	\$90.00	\$65.00	\$100.00	\$100.00
Total				\$355.00	\$285.00	\$450.00	\$535.00

GROUP 2

Percentage Mark-up (Parts and Materials)

Group 2				Base 3 dba Gibson Electric	C & C Electric LLC	Graham and Sons Electric, Inc.	Holly Electric Inc
Selected	Line Item	Description	Unit of Measure	Unit Cost	Unit Cost	Unit Cost	Unit Cost
X	1	Percentage Mark-up	%	\$20.00	\$10.00	\$25.00	\$25.00
Total				\$20.00	\$10.00	\$25.00	\$25.00

RESOLUTION NO 2025-067

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 010-2025 FOR ELECTRICAL SERVICES; ACCEPTING THE BID FROM *GRAHAM AND SONS ELECTRIC, 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 010-2025 (the “ITB”) seeking a vendor-for electrical services (the “Services”); and

WHEREAS, Graham and Sons Electric, Inc, a Florida corporation (the “Vendor”) was one of four bidders responding to the ITB; and

WHEREAS, the City desires to and does accept the Vendor’s bid as one of four bids accepted; 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

-
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

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

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 Graham and Sons Electric Inc ("Contractor") (individually, each a "Party," and collectively, the "Parties").

WITNESSETH:

WHEREAS, the City requested proposals pursuant to ITB-010-2025 (the "Procurement Document") for Electrical Services Annual Contract; and

WHEREAS, based upon the City's assessment of 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. **X** at the following hourly rates (select appropriate box):

☐ the hourly rate of \$ _____;

OR

- X** the hourly rates and terms set out in Exhibit C attached hereto, upon submittal of an invoice as required herein.

OR

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

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

- X** 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):

- X** 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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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

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: Graham and Sons Electric Inc
Attn: Blake Graham
723 SW Sisters Welcome Road
Lake City, FL 32024

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

19. **Conflict of Interest.**
- a. 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.
 - b. 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 Contractor 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.

(REMAINDER OF PAGE INTENTIONALLY BLANK)
(Signature Page Follows)

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

GRAHAM AND SONS ELECTRIC INC

BY THE MAYOR OF THE CITY OF LAKE CITY, FLORIDA

EXHIBIT-NOT FOR EXECUTION

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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EXHIBIT A
STATEMENT OF WORK

Dependent upon the Project on a per Project basis.

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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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EXHIBIT C
FEE & RATE SCHEDULE

PRICE TABLES

GRAHAM AND SONS ELECTRIC INC

GROUP 1
HOURLY RATE

Line Item	Description	Unit of Measure	Unit Cost
1	ELECTRICAL JOURNEYMAN	HOURLY RATE	\$100.00
2	APPRENTICE	HOURLY RATE	\$50.00
3	ELECTRICAL JOURNEYMAN AFTER HOURS (OVERTIME- EMERGENCY CALLS)	HOURLY RATE	\$200.00
4	APPRENTICE AFTER HOURS (OVERTIME- EMERGENCY CALLS)	HOURLY RATE	\$100.00

GROUP 2

PERCENTAGE MARK-UP (PARTS AND MATERIALS)

Line Item	Description	Unit of Measure	Unit Cost
1	Percentage Mark-up	%	\$25.00

**EXHIBIT TO
RESOLUTION**

**NOT FOR
EXECUTION**

EXHIBIT D
PAYMENT/INVOICES

EXHIBIT TO
RESOLUTION

NOT FOR
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.

**EXHIBIT TO
RESOLUTION**

**NOT FOR
EXECUTION**

EXHIBIT F
PERFORMANCE BOND

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

**EXHIBIT TO
RESOLUTION**

**NOT FOR
EXECUTION**

File Attachments for Item:

11. City Council Ordinance No. 2025-2305 (final reading) - An ordinance of the City of Lake City, Florida, amending Chapter 86, Article I, Section 86-2 of the City of Lake City Code of Ordinances concerning park hours; providing definitions; providing for severability; providing for the repeal of conflicts; providing for codification; and providing an effective date.

Passed on first reading 4/21/2025

MEETING DATE
4-21-25

CITY OF LAKE CITY

Report to Council

COUNCIL AGENDA	
SECTION	
ITEM NO.	

SUBJECT: Request to amend hours at Campbell Park/Lake Montgomery Park

DEPT / OFFICE: Lake City Police Department

Originator:

Chief Gerald Butler

City Manager

Don Rosenthal

Department Director

Chief Gerald Butler 

Date

3/6/2025

Recommended Action:

Change City Code 86.2(c) to keep Campbell Park/Lake Montgomery Park open from 30 minutes before Sunrise to 30 minutes after Sunset year-round, same as with the other City Parks.

Summary Explanation & Background:

The new fishing pier at Campbell Park/Lake Montgomery Park is an asset for the entire City to enjoy. As the Chief of Police, I am often approached, or while at community functions where parents express concern in the lack of activities for our youth to participate in that does not involve an organized sport. This is especially true in families with limited income or where the parents work night shifts and have trouble with transportation. One of the activities the City provides, at no cost to the public, is the new fishing pier at Campbell Park/Lake Montgomery Park. The current City Code states: "Campbell Park/Lake Montgomery Park shall be open from 7:00 am until 8:00 pm during the months of June, July and August. Campbell Park/Lake Montgomery Park shall be open from 8:00am until 5:00pm at all other times not specified herein." Currently, with the beginning of daylight savings time 2025, in Lake City, sunrise can be as early as 6:30am and sunset as late as 8:27 pm (per U.S. Naval Observatory Website). With the current city code, the park and fishing pier on certain days would open 1 ½ hours after sunrise and close almost 3 ½ hours before sunset. During the months of June, July and August when the park is open from 7am – 8pm, the park/fishing pier would still open after sunrise and close before sunset. With proposed changes to the times, Campbell Park/Lake Montgomery Park will open and close at the same times as the other City parks and will also allow citizens, especially our youth, to enjoy this asset for longer periods of time daily, while still opening and closing the Park at reasonable hours for the citizens who reside near the Park.

Alternatives: Keep Current times in place per City Code

Source of Funds:

N/A

Financial Impact:

None

Exhibits Attached:

City Ordinance 2024-2275

ORDINANCE 2024-2275

AN ORDINANCE OF THE CITY OF LAKE CITY, FLORIDA, AMENDING THE CITY CODE TO ADD NEW SECTION NUMBER 86-2 TO PART III, CHAPTER 86, ARTICLE I; PROVIDING FOR THE REGULATION OF PUBLIC PARKS, PARK HOURS, AND PENALTIES FOR VIOLATIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF CONFLICTS; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS the City of Lake City, a political subdivision of the State of Florida (hereinafter the "City"), operates a number of City Parks for the benefit of the public; and

WHEREAS the City desires to adopt rules and regulations that are applicable and enforceable to various City Parks; and

WHEREAS the City Council finds that it is in the best interests of the citizens of the City to amend the City Code to add new Section Number 86-2 to Part III, Chapter 86, Article I.

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

Section 1. The above recitals are true and accurate and adopted and incorporated herein.

Section 2. The following Section of Chapter 86, Article I, of the City Code of Ordinances titled "Regulation in Parks: Hours; Penalties", which creates regulations of public parks, shall be established as follows (words ~~stricken~~ are deletions; words underlined are additions):

Sec. 86-2. – Regulation in parks: hours; penalties.

- (a) Purpose. It is the purpose of this section to protect the public health, welfare and safety by regulating the hours of use of and activities in city parks. The City Council finds that these regulations are necessary to protect the safety, integrity and lawful use of city parks so that they can be enjoyed by all citizens, and that these regulations are the minimum necessary to carry out this purpose. These regulations shall be interpreted to carry out this intent.
- (b) Use of park prohibited when closed. No person shall use or enter or be present on any portion of any city park during the hours that the park is closed in accordance with this section, unless they are participating in an activity authorized and supervised by the city.

- (c) Park hours. Halpatter Park, Kiwanis Park, Lake Desoto Park, Lake Isabella Park, Olustee Park, Sallie Mae Jerry Memorial Park, the Veteran's Plaza, Wilson Park, and Young's Park shall be open from 30 minutes before sunrise until 30 minutes after sunset. Campbell Park/Lake Montgomery Park shall be open from 7:00 A.M. until 8:00 P.M. during the months of June, July, and August. Campbell Park/Lake Montgomery Park shall be open from 8:00 A.M. until 5:00 P.M. at all other times not specified herein.
- (d) City manager may set more restrictive closing hours. The city manager may establish in writing closing hours for parks more restrictive than the closing hours provided above for a period of not more than 30 days when necessary to protect the public health, welfare and safety, and based upon the following factors to be taken into consideration when the closing hours are set:
- (1) The amount of daylight at the time of year during which the closing hours will be in effect.
 - (2) The availability of artificial lighting.
 - (3) The ability to provide (and the cost of providing) adequate police protection during the hours the park is open.
 - (4) The occurrence of acts of vandalism or other crimes in the park.
 - (5) The prevention of the deterioration of existing buildings, playground apparatus or other structures or facilities.
 - (6) The prevention of the deterioration of shrubbery, trees and grass.
 - (7) The protection of new plantings of grass, trees or shrubbery.
- (e) Filing memorandum of new hours. The city manager shall file a memorandum with the city clerk and chief of police establishing any new closing hours set by the city manager pursuant to subsection (4).
- (f) City Council may set different opening and closing hours. The City Council by resolution may at any time set different opening and closing hours for any public park.
- (g) Posting of hours. A sign shall be posted at each main authorized entrance to each city park identifying the park and stating the current hours during which the park or area is open and closed. The signs shall also indicate that using the park during closed hours is prohibited.
- (h) Allowance of activities. The city manager may authorize a particular activity to be carried on in a city park during the closed hours set for that park or area, so long as the activity to be carried on does not violate the considerations contained in subsection (d) above and the activity is supervised by at least one city employee. A fee shall be charged for the activity to offset additional costs to the city.
- (i) Penalties. Pursuant to Florida Statute § 162.22, any person who violates this section may be sentenced to pay a fine, not to exceed \$500, and may be

sentenced to a definite term of imprisonment, not to exceed 60 days, in a municipal detention facility or other facility as authorized by law. The failure of the alleged violator to see or understand, or of the City to erect, any signs or other notices provided for in this section shall not be a defense to or in the prosecution of any violation of this section.

Section 3. Severability. If any provision of this ordinance or its application to any person or circumstance is held invalid, the invalidity does not affect other provisions or applications of this ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are severable.

Section 4. Conflicts. All ordinances, resolutions, official determinations or parts thereof previously adopted or entered by the City or any of its officials and in conflict with this ordinance are hereby repealed to the extent inconsistent herewith.

Section 5. Codification. It is the intention of the City Council of the City of Lake City, Florida, that the provisions of this ordinance shall become and be made a part of the Code of the City of Lake City, Florida, and the sections may be renumbered in order to accomplish such intentions.

[Remainder of this page left blank intentionally.]

Section 6. This ordinance shall take effect immediately upon its adoption.

PASSED upon first reading this 16th day of January 2024.

NOTICE PUBLISHED on the 20th day of January 2024.


PASSED AND ADOPTED on the 5th day of February 2024.

CITY OF LAKE CITY, FLORIDA

By: 
Stephen M. Witt, Mayor

ATTEST:

APPROVED AS TO FORM AND
LEGALITY:

By: 
Audrey E. Sikes, City Clerk

By: 
Thomas J. Kennon, III,
City Attorney


Ordinance Number: 2024-2275
Passed on first reading on January 16, 2024

Record of Vote on First Reading

	For	Against	Absent	Abstain
Stephen Witt, Mayor/Council Member	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Jake Hill, Jr., Council Member	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Chevella Young, Council Member	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ricky Jernigan, Council Member	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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

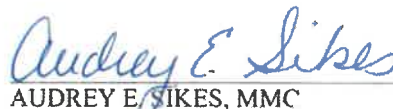
Ordinance Number: 2024-2275
Passed on second and final reading on February 5, 2024

Record of Vote on Second and Final Reading

	For	Against	Absent	Abstain
Stephen Witt, Mayor/Council Member	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Jake Hill, Jr., Council Member	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Chevella Young, Council Member	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ricky Jernigan, Council Member	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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



DEPARTMENT OF GROWTH MANAGEMENT
 205 North Marion Avenue
 Lake City, Florida 32055
 Telephone: (386) 752-2031
growthmanagement@lcfia.com

BUSINESS IMPACT ESTIMATE

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City's website by the time notice of proposed ordinance is published.

Proposed ordinance's title/reference: City Council Ordinance No. 2024-2275 - An ordinance of the City of Lake City, Florida, amending the City Code to add new Section Number 86-2 to Part III, Chapter 86, Article I; providing for the regulation of Public Parks, park hours, and penalties for violations; providing for severability; providing for the repeal of conflicts; providing for codification; and providing an effective date.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law* for the proposed ordinance, but the City is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance.

This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
 - b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
 - c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
 - d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, the City hereby publishes the following information:

*See section 166.041(4)(c) Florida Statutes

1. Summary of the proposed ordinance (must include a statement of the public purposes, such as serving the public health, safety, morals and welfare):
Providing for the regulation of Public Parks, park hours, and penalties for violations to serve the public at large for the public's safety and welfare by regulating the trespassing which affects the health of the public at large due to the trespassers urinating and leaving human feces in all public areas of the parks.
2. An Estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, if any: *There will be no impact on any business or for-profit business in the City by this proposed ordinance.*
3. Good faith estimates of the number of businesses likely to be impacted by the proposed ordinance:
No businesses will be impacted by the proposed ordinance.
4. Additional information the governing body deems useful (if any):
The City scheduled the 1st Reading of the ordinance for the January 02, 2024 City Council meeting and advertised this reading of the ordinance on the City web site on December 29, 2023.
The City scheduled the 2nd Reading of this ordinance for the City Council meeting on February 05, 2024 and advertised this reading on the City web site on February 02, 2024 and advertised in the local newspaper on January 20, 2024.

CITY OF LAKE CITY, FLORIDA

ORDINANCE NUMBER 2025-2305

1 AN ORDINANCE OF THE CITY OF LAKE CITY, FLORIDA, AMENDING
2 CHAPTER 86, ARTICLE I, SECTION 86-2 OF THE CITY OF LAKE CITY
3 CODE OF ORDINANCES CONCERNING PARK HOURS; PROVIDING
4 DEFINITIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE
5 REPEAL OF CONFLICTS; PROVIDING FOR CODIFICATION; AND
6 PROVIDING AN EFFECTIVE DATE.

7 **WHEREAS**, the City of Lake City, (the “City”), operates city parks for the benefit of the public; and

8 **WHEREAS**, the City Council of the City adopted Ordinance 2024-2275 in 2024, which, among
9 other things, created Section 86-2 entitled *Regulation in Parks; hours; penalties* of the City Code
10 of Ordinances; and

11 **WHEREAS**, said Section 86-2, as enacted established that certain parks have established hours
12 that vary depending on the time of year, which hours are not uniform with other city parks; and

13 **WHEREAS**, the City Council desires uniform hours for all city parks; and

14 **WHEREAS**, the City Council, being fully advised of the facts and circumstances, hereby finds it
15 necessary and in the interest of prudent management of public assets to change the hours of
16 certain city parks such that the hours for all parks are uniform, and accordingly to amend the
17 Code of Ordinances to accomplish same; now therefore

18 **BE IT ENACTED BY THE PEOPLE OF THE CITY OF LAKE CITY, FLORIDA:**

19 **SECTION 1. AMENDMENT OF SECTION 86-6 OF THE CODE OF ORDINANCES TO PROVIDE**
20 **DEFINITIONS AND ESTABLISH DIFFERENTIAL HOURS FOR CERTAIN PARKS DEPENDING ON TIME**
21 **OF YEAR**

22 Chapter 86, Article I, Section 86-2 of the City Code of Ordinances is amended as follows
23 (words ~~stricken~~ are deletions; words underlined are additions):

24 **Sec. 86-2. – Regulation in parks: hours; penalties.**

25 (a) *Purpose.* It is the purpose of this section to protect the public health, welfare and
26 safety by regulating the hours of use of and activities in city parks. The City Council
27 finds that these regulations are necessary to protect the safety, integrity and
28 lawful use of city parks so that they can be enjoyed by all citizens, and that these

regulations are the minimum necessary to carry out this purpose. These regulations shall be interpreted to carry out this intent.

- (b) *Use of park prohibited when closed.* No person shall use or enter or be present on any portion of any city park during the hours that the park is closed in accordance with this section, unless they are participating in an activity authorized and supervised by the city.

(c) Definitions.

(1) Sunrise means the time on a given day when the sun's upper rim appears on the horizon in the morning, marking the end of dawn and the start of daylight as determined by the Solar Calculator of the National Oceanic and Atmospheric Administration's Global Monitoring Laboratory or its successor entity.

(2) Sunset means the time on a given day when the last part of the sun's upper rim disappears from the horizon in the evening, marking the end of daylight and the start of dusk as determined by the Solar Calculator of the National Oceanic and Atmospheric Administration's Global Monitoring Laboratory or its successor entity.

- ~~(d)(e)~~ *Park hours.* Halpatter Park, Kiwanis Park, Lake Desoto Park, Lake Isabella Park, Olustee Park, Sallie Mae Jerry Memorial Park, the Veteran's Plaza, Wilson Park, Campbell Park/Lake Montgomery Park and Young's Park shall be open from 30 minutes before sunrise until 30 minutes after sunset. ~~Campbell Park/Lake Montgomery Park shall be open from 8:00 A.M. until 5:00 P.M. at all other times not specified herein.~~

- ~~(e)(d)~~ *City manager may set more restrictive closing hours.* The city manager may establish in writing closing hours for parks more restrictive than the closing hours provided above for a period of not more than 30 days when necessary to protect the public health, welfare and safety, and based upon the following factors to be taken into consideration when the closing hours are set:

- (1) The amount of daylight at the time of year during which the closing hours will be in effect.
- (2) The availability of artificial lighting.
- (3) The ability to provide (and the cost of providing) adequate police protection during the hours the park is open.
- (4) The occurrence of acts of vandalism or other crimes in the park.

(5) The prevention of the deterioration of existing buildings, playground apparatus or other structures or facilities.

(6) The prevention of the deterioration of shrubbery, trees and grass.

(7) The protection of new plantings of grass, trees or shrubbery.

~~(f)(e)~~ *Filing memorandum of new hours.* The city manager shall file a memorandum with the city clerk and chief of police establishing any new closing hours set by the city manager pursuant to subsection (4).

~~(g)(f)~~ *City Council may set different opening and closing hours.* The City Council by resolution may at any time set different opening and closing hours for any public park.

~~(h)(g)~~ *Posting of hours.* A sign shall be posted at each main authorized entrance to each city park identifying the park and stating the current hours during which the park or area is open and closed. The signs shall also indicate that using the park during closed hours is prohibited.

~~(i)(h)~~ *Allowance of activities.* The city manager may authorize a particular activity to be carried on in a city park during the closed hours set for that park or area, so long as the activity to be carried on does not violate the considerations contained in subsection (d) above and the activity is supervised by at least one city employee. A fee shall be charged for the activity to offset additional costs to the city.

~~(j)(i)~~ *Penalties.* Pursuant to Florida Statute §162.22, any person who violates this section may be sentenced to pay a fine, not to exceed \$500, and may be sentenced to a definite term of imprisonment, not to exceed 60 days, in a municipal detention facility or other facility as authorized by law. The failure of the alleged violator to see or understand, or of the City to erect, any signs or other notices provided for in this section shall not be a defense to or in the prosecution of any violation of this section.

SECTION 2. Severability. If any provision of this ordinance or its application to any person or circumstance is held invalid, the invalidity does not affect other provisions or applications of this ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are severable.

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

96 **SECTION 4.** Codification. It is the intention of the City Council of the City of Lake City, Florida,
97 that the provisions of this ordinance shall become and be made a part of the Code of the City of
98 Lake City, Florida, and the sections may be renumbered in order to accomplish such intentions.

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

APPROVED, UPON FIRST READING, by the City Council of the City of Lake City at a regular meeting, on the ____ day of April, 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 ____ day of April, 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:

Audrey E. Sikes, City Clerk

Record of Vote on First Reading

	For	Against	Absent	Abstain
Noah Walker, Mayor/Council Member	<u> </u>	<u>✓</u>	<u> </u>	<u> </u>
Tammy Harris, Council Member	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>
Chevella Young, Council Member	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>
Ricky Jernigan, Council Member	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>
James Carter, Council Member	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>

Certification

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

Audrey E. Sikes
AUDREY E. SIKES, MMC
City Clerk

Business Impact Estimate

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City's website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference:

Ordinance 2025-2305- AN ORDINANCE OF THE CITY OF LAKE CITY, FLORIDA, AMENDING CHAPTER 86, ARTICLE I, SECTION 86-2 OF THE CITY OF LAKE CITY CODE OF ORDINANCES CONCERNING PARK HOURS; PROVIDING DEFINITIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF CONFLICTS; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law¹ for the proposed ordinance, but the City is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☒ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
 - b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
 - c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
 - d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, the City hereby publishes the following information:

¹ See Section 166.041(4)(c), Florida Statutes.

1. Summary of the proposed ordinance:

Ordinance 2025-2305 is amending chapter 86, article i, section 86-2 of the city of lake city code of ordinances concerning park hours

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, if any:

- (a) An estimate of direct compliance costs that businesses may reasonably incur;
- (b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; and
- (c) An estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

No estimated direct impact of the proposed ordinance on private, for profit businesses in the City.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

Zero

4. Additional information the governing body deems useful (if any):

City staff solicited comments from businesses in the City as to the potential impact of the proposed ordinance by posting on the City website.

The proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals as well as businesses) and, therefore, the proposed ordinance does not affect only businesses).

File Attachments for Item:

12. City Council Ordinance No. 2025-2306 (final reading) - An ordinance of the City of Lake City, Florida, pertaining to the Police Officers' Pension Plan Board of Trustees; amending Chapter 70, Article IV, of the City of Lake City, Florida, Code of Ordinances entitled "Police Officers' Pension Plan and Trust Fund;" amending Section 70-93 to change the terms of trustees of the Pension Plan Board of Trustees; providing for severability; providing for conflicts; providing for codification; and providing for an effective date.

Passed on first reading 4/21/2025

CITY OF LAKE CITY, FLORIDA

ORDINANCE NUMBER 2025-2306

1 AN ORDINANCE OF THE CITY OF LAKE CITY, FLORIDA, PERTAINING TO
2 THE POLICE OFFICERS' PENSION PLAN BOARD OF TRUSTEES;
3 AMENDING CHAPTER 70, ARTICLE IV, OF THE CITY OF LAKE CITY,
4 FLORIDA CODE OF ORDINANCES ENTITLED "POLICE OFFICERS'
5 PENSION PLAN AND TRUST FUND"; AMENDING SECTION 70-93 TO
6 CHANGE THE TERMS OF TRUSTEES OF THE PENSION PLAN BOARD OF
7 TRUSTEES; PROVIDING FOR SEVERABILITY; PROVIDING FOR
8 CONFLICTS; PROVIDING FOR CODIFICATION; AND PROVIDING FOR
9 AN EFFECTIVE DATE.

10 **WHEREAS**, the City of Lake City, Florida (the "City") has created a Police Officers' Pension Plan
11 (the "Plan") which is codified in the City Code of Ordinances (the "Code") at Chapter 70, Article
12 IV; and

13 **WHEREAS**, the Plan is administered by a Board of Trustees (the "Board") pursuant to Section 70-
14 93 of the Code; and

15 **WHEREAS**, the Board has recommended to the City Council the Code be amended to provide for
16 4-year terms for the trustees of the Board; and

17 **WHEREAS**, the City Council of Lake City finds the provisions of this Ordinance are in the best
18 interests of the health, safety and welfare of the citizens and others within Lake City.

19 **WHEREAS**, the City Council, being fully advised of the facts and circumstances, hereby finds it
20 necessary and in the interest of prudent management of the City's affairs, and in the furtherance
21 of the interests and welfare of the City to amend the Code to provide for 4-year terms for trustees
22 of the Board; now, therefore

23 **BE IT ENACTED BY THE PEOPLE OF THE CITY OF LAKE CITY, FLORIDA:**

24 **SECTION 1. POLICE OFFICERS' PENSION PLAN AND TRUST FUND – ADMINISTRATION OF THE**
25 **RETIREMENT PLAN**

26 Chapter 70, Section 70-93(c) of the City of Lake City Code of Ordinances is hereby amended
27 to read as follows:

28 **Sec. 70-93. - Administration of the retirement plan.**

29 * * *

30 (c) All trustees shall serve a term of four ~~two~~ years. If a vacancy shall occur prior
31 to the expiration of a member's term, a replacement member shall be chosen in
32 the same manner as the person who has left office. A replacement trustee shall

serve a full term measured from the date of replacement. All trustees shall serve until their replacements are selected.

* * *

SECTION 2. CODIFICATION

It is the intention of the City Council of the City of Lake City that the provisions of this Ordinance shall become and be made part of the Code of Ordinances of the City of Lake City, Florida. The Sections of this Ordinance may be renumbered, re-lettered and the word “Ordinance” may be changed to “Section”, “Article” or such other word or phrase in order to accomplish such intention. The correction of typographical errors which do not affect the intent or substance of the ordinance may be authorized by the City Clerk or the City Clerk’s designee with the consent of the City Attorney without public hearing, by filing a corrected or re-codified copy of the same with the City.

SECTION 3. REPEAL OF ORDINANCES IN CONFLICT

All ordinances or parts of ordinances in conflict with this Ordinance are, to the extent they conflict with this Ordinance, repealed.

SECTION 4. PROVIDING FOR 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.

SECTION 6. EFFECTIVE DATE

This Ordinance shall be effective immediately upon final adoption by the City 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 February, 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 ____ day of February, 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 March, 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

Record of Vote on First Reading

	For	Against	Absent	Abstain
Noah Walker, Mayor/Council Member	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>
Tammy Harris, Council Member	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>
Chevella Young, Council Member	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>
Ricky Jernigan, Council Member	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>
James Carter, Council Member	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>

Certification

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

Audrey E. Sikes
AUDREY E. SIKES, MMC
City Clerk

Business Impact Estimate

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City's website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference:

ORDINANCE NUMBER 2025-2306

AN ORDINANCE OF THE CITY OF LAKE CITY, FLORIDA, PERTAINING TO THE POLICE OFFICERS' PENSION PLAN BOARD OF TRUSTEES; AMENDING CHAPTER 70, ARTICLE IV, OF THE CITY OF LAKE CITY, FLORIDA CODE OF ORDINANCES ENTITLED "POLICE OFFICERS' PENSION PLAN AND TRUST FUND"; AMENDING SECTION 70-93 TO CHANGE THE TERMS OF TRUSTEES OF THE PENSION PLAN BOARD OF TRUSTEES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law¹ for the proposed ordinance, but the City is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;

¹ See Section 166.041(4)(c), Florida Statutes.

- b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
- c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
- d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, the City hereby publishes the following information:

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare):

This ordinance extends the Trustee terms from 2 years to 4 years. This change serves the public interests because it allows experienced trustees to use their knowledge and Pension Fund provided education for the benefit of the Pension Fund and makes turnover in a trustee position less impactful on the smooth operation of the Pension Fund.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, if any:

(a) An estimate of direct compliance costs that businesses may reasonably incur. There is no direct compliance cost to businesses ;

(b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible There are no new charges or fees imposed by this ordinance. ; and

(c) An estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs. There are no regulatory costs..

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance: None.

4. Additional information the governing body deems useful (if any):

[You may wish to include in this section the methodology or data used to prepare the Business Impact Estimate. For example: City staff solicited comments from businesses in the City as to the potential impact of the proposed ordinance by contacting the chamber of commerce, social media posting, direct mail or direct email, posting on City website, public workshop, etc. You may also wish to include efforts made to reduce the potential fiscal impact on businesses. You may also wish to state here that the proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals as well as businesses) and, therefore, the proposed ordinance does not affect only businesses]. The proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals as well as businesses) and, therefore, the proposed Ordinance does not affect only businesses. See attached No Cost Impact letter prepared by the actuary for the Lake City Police Officers' Retirement Plan.

File Attachments for Item:

13. City Council Ordinance No. 2025-2308 (final reading) - An ordinance of the City of Lake City, Florida, amending the text of the City of Lake City Land Development Regulations, as amended, pursuant to an application, LDR 25-01, by the City Council; providing for amending Section 4.12.2 entitled Permitted Principal Uses and Structures to permit Churches and other Houses of Worship as a permitted principal use and structure within the "CG" Commercial, General Zoning District; providing for amending Section 4.12.5 entitled Special Exceptions by deleting Churches and other Houses of Worship as a use permitted by special exception within the "CG" Commercial, General Zoning District; providing for amending Section 4.13.5 entitled Special Exceptions by deleting Churches and other Houses of Worship as a use permitted by special exception within the "CI" Commercial, Intensive Zoning District; providing for amending Section 4.14.5 entitled Special Exceptions by deleting Churches and other Houses of Worship as a use permitted by special exception within the "C-CBD" Commercial-Central Business Zoning District; providing severability; repealing all ordinances in conflict; providing an effective date.

Passed on first reading 4/21/2025

ORDINANCE NO. 2025-23-08

CITY OF LAKE CITY, FLORIDA

AN ORDINANCE OF THE CITY OF LAKE CITY, FLORIDA, AMENDING THE TEXT OF THE CITY OF LAKE CITY LAND DEVELOPMENT REGULATIONS, AS AMENDED, PURSUANT TO AN APPLICATION, LDR 25-01, BY THE CITY COUNCIL; PROVIDING FOR AMENDING SECTION 4.12.2 ENTITLED PERMITTED PRINCIPAL USES AND STRUCTURES TO PERMIT CHURCHES AND OTHER HOUSES OF WORSHIP AS A PERMITTED PRINCIPAL USE AND STRUCTURE WITHIN THE “CG” COMMERCIAL, GENERAL ZONING DISTRICT; PROVIDING FOR AMENDING SECTION 4.12.5 ENTITLED SPECIAL EXCEPTIONS BY DELETING CHURCHES AND OTHER HOUSES OF WORSHIP AS A USE PERMITTED BY SPECIAL EXCEPTION WITHIN THE “CG” COMMERCIAL, GENERAL ZONING DISTRICT; PROVIDING FOR AMENDING SECTION 4.13.5 ENTITLED SPECIAL EXCEPTIONS BY DELETING CHURCHES AND OTHER HOUSES OF WORSHIP AS A USE PERMITTED BY SPECIAL EXCEPTION WITHIN THE “CI” COMMERCIAL, INTENSIVE ZONING DISTRICT; PROVIDING FOR AMENDING SECTION 4.14.5 ENTITLED SPECIAL EXCEPTIONS BY DELETING CHURCHES AND OTHER HOUSES OF WORSHIP AS A USE PERMITTED BY SPECIAL EXCEPTION WITHIN THE “C-CBD” COMMERCIAL-CENTRAL BUSINESS ZONING DISTRICT; 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, hereinafter referred to as 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;

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

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

WHEREAS, pursuant to Section 166.041, Florida Statutes, as amended, the City Council held the required public hearings, with public notice having been provided, on said application for an amendment, as described below, and at said public hearings, the City Council reviewed and

considered all comments received during said public hearings, including the recommendation of the Planning and Zoning Board, serving also as the Local Planning Agency, of said application for an amendment, as described below; and

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

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

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

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

BE IT ENACTED by the people of the City of Lake City, Florida, as follows:

1. Pursuant to an application, LDR 25-01, by the City Council, to amend the text of the Land Development Regulations, Section 4.12.2 entitled Commercial, General (CG) Permitted Principal Uses and Structures is hereby amended to read, as follows:

SECTION 4.12 "CG" COMMERCIAL, GENERAL

4.12.2 PERMITTED PRINCIPAL USES AND STRUCTURES

1. Retail commercial outlets for sale of food, wearing apparel, fabric, toys, sundries and notions, books and stationery, leather goods and luggage, paint, glass, wallpaper, jewelry (including repair) art, cameras or photographic supplies (including camera repair), sporting goods, hobby shops and pet shops (but not animal kennel), musical instruments, optical goods, television and radio (including repair incidental to sales), florist or gift shop, delicatessen, bake shop (but not wholesale bakery), drugs, plants and garden supplies (including outside storage of plants and materials), automotive vehicle parts and accessories (but not junk yards or automotive wrecking yards), and similar uses.
2. Retail commercial outlets for sale of home furnishings (furniture, floor coverings, draperies, upholstery) and appliances (including repair incidental to sales), office equipment or furniture, hardware, second-hand merchandise in completely enclosed buildings, and similar uses.
3. Service establishments such as barber or beauty shop, shoe repair shop, restaurant, interior decorator, photographic studio, art or dance or music studio, reducing salon or gymnasium, animal grooming, self-service laundry or dry cleaner, tailor or dressmaker, laundry or dry cleaning pickup station, and similar uses.

4. Service establishments such as radio or television station (but not television or radio towers or antennae); funeral home, radio and television repair shop, appliance repair shop, letter shops and printing establishments, pest control, and similar uses.
5. Medical or dental offices, clinics, and laboratories.
6. Business and professional offices.
7. Newspaper offices.
8. Banks and financial institutions.
9. Professional, business, and technical schools.
10. Commercial recreational facilities in completely enclosed, soundproof buildings, such as indoor motion picture theater, community or little theater, billiard parlor, bowling alley, and similar uses.
11. Hotels and motels.
12. Dry cleaning and laundry package plants in completely enclosed buildings using nonflammable liquids such as perchloroethylene and with no odor, fumes, or steam detectable to normal senses from off the premises.
13. Art galleries.
14. Miscellaneous uses such as telephone exchange and commercial parking lots and parking garages.
15. Recovery homes.
16. Residential treatment facilities.
17. Automotive self service station. (See Section 4.2 for special design standards for automotive self-service stations)

18. Churches and other houses of worship.

Unless otherwise specified, the above uses are subject to the following limitations:

1. Sale, display, preparation, and storage to be conducted within a completely enclosed building, and no more than thirty (30) percent of floor space to be devoted to storage;
2. Products to be sold only at retail; and
3. Site and development plan approval (see Article 13) is required for all commercial developments.

2. Pursuant to an application, LDR 25-01, by the City Council, to amend the text of the Land Development Regulations, Section 4.12.5, entitled Commercial, General (CG) Special Exceptions is hereby amended to read, as follows:

SECTION 4.12 "CG" COMMERCIAL, GENERAL

4.12.5 SPECIAL EXCEPTIONS

(See also Articles 12 and 13)

1. Automotive service stations (see Section 4.2 for special design standards for automotive service stations).
2. Rental of automotive vehicles, trailers and trucks.
3. Package store for sale of alcoholic beverages, bar, tavern or cocktail lounge.
4. Hospitals and nursing homes.
5. Motor bus or other transportation terminals.
6. Child care centers and overnight child care centers, provided:
 - a. No outdoor play activities shall be conducted before 8 a.m. or after 8 p.m.; and
 - b. Provision is made for areas for offstreet pick-up and drop-off of children.
7. Public buildings and facilities.
8. Residential dwelling units, which lawfully existed within this district on the date of adoption or amendment of the Comprehensive Plan.

~~9. Churches and other houses of worship.~~

~~9.10.~~ Private clubs and lodges.

~~10.11.~~ Bed and breakfast inns (see Section 4.2).

~~11.12.~~ Adult care centers.

~~12.13.~~ Residences for destitute people (see section 4.2.35).

3. Pursuant to an application, LDR 25-01, by the City Council, to amend the text of the Land Development Regulations, Section 4.13.5 entitled Commercial, Intensive (CI) Special Exceptions is hereby amended to read, as follows:

SECTION 4.13 "CI" COMMERCIAL, INTENSIVE

4.13.5 SPECIAL EXCEPTIONS

(See also Articles 12 and 13)

1. Wholesale, warehouse or storage use in completely enclosed buildings. However, bulk storage of flammable liquids is not permitted.
2. Package store for sale of alcoholic beverages, bar, tavern or cocktail lounge.
3. Off-site signs (see also Section 4.2)
4. Truck stops and automotive service stations (see Section 4.2 for special design standards for automotive service stations).
5. Service establishments such as crematory.
6. Agricultural fairs and fairground activities, livestock auction arenas.
7. Commercial tourist attractions.

8. Building trades contractor with on premises storage yard for materials and equipment.
9. Public buildings and facilities.
10. Residential dwelling units, which lawfully existed within this district on the date of adoption or amendment of the Comprehensive Plan.

~~11. Churches and other houses of worship.~~

~~11. 12.~~ Private clubs and lodges.

~~12. 13.~~ Bed and breakfast inns (see Section 4.2).

~~13. 14.~~ Travel trailer parks or campgrounds.

4. Pursuant to an application, LDR 25-01, by the City Council, to amend the text of the Land Development Regulations, Section 4.14.5 entitled Commercial, Central Business District (C-CBD) Special Exceptions is hereby amended to read, as follows:

SECTION 4.14 "C-CBD" COMMERCIAL, CENTRAL BUSINESS DISTRICT

4.14.5 SPECIAL EXCEPTIONS

(See also Articles 12 and 13)

1. Automotive service stations (see Section 4.2 for special design standards for automotive service sections).
2. Package store for sale of alcoholic beverages; bar, tavern, or cocktail lounge.
3. Public buildings and facilities (see Section 4.2).

~~4. Churches and other houses of worship.~~

~~4. 5.~~ Private clubs and lodges.

~~5. 6.~~ Bed and breakfast inns (see Section 4.2).

~~6. 7.~~ Residences for destitute people (see section 4.2.35).

~~7. 8.~~ Auction house (but not including livestock auction arena) when operating in compliance with the following standards:

- a. Auction must be conducted entirely within an enclosed structure.
- b. Must be licensed as required by the City Code of Ordinances.
- c. Hours of operation of the auction house shall be conducted only between the hours of 5:00 p.m. until 12:00 p.m. Monday through Friday and 12:00 p.m. until 12:00 a.m. Saturday and Sunday; however, provided that additional hours of operations may be granted if adequate offstreet parking facilities are provided to accommodate all vehicles associated with the operation of the auction house in a Commercial Business District (C-CBD) zoning district.
- d. Structure must provide minimum requirements for assembly buildings as

provided by Life Safety Codes and Building Codes.

5. 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.

6. Conflict. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

7. Codifier. All text shown in ~~bold and strike through~~ is to be deleted. All text shown in **bold and underline** is adopted.

8. Effective Date. This ordinance shall become effective upon adoption.

9. 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 on the _____ day of _____ 2025.

APPROVED AND ADOPTED UPON SECOND AND FINAL READING, in regular session with a quorum 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

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

Business Impact Estimate

Proposed ordinance's title/reference:

Ordinance 2025-2308- AN ORDINANCE OF THE CITY OF LAKE CITY, FLORIDA, AMENDING THE TEXT OF THE CITY OF LAKE CITY LAND DEVELOPMENT REGULATIONS, AS AMENDED, PURSUANT TO AN APPLICATION, LDR 25-01, BY THE CITY COUNCIL; PROVIDING FOR AMENDING SECTION 4.12.2 ENTITLED PERMITTED PRINCIPAL USES AND STRUCTURES TO PERMIT CHURCHES AND OTHER HOUSES OF WORSHIP AS A PERMITTED PRINCIPAL USE AND STRUCTURE WITHIN THE "CG" COMMERCIAL, GENERAL ZONING DISTRICT; PROVIDING FOR AMENDING SECTION 4.12.5 ENTITLED SPECIAL EXCEPTIONS BY DELETING CHURCHES AND OTHER HOUSES OF WORSHIP AS A USE PERMITTED BY SPECIAL EXCEPTION WITHIN THE "CG" COMMERCIAL, GENERAL ZONING DISTRICT; PROVIDING FOR AMENDING SECTION 4.13.5 ENTITLED SPECIAL EXCEPTIONS BY DELETING CHURCHES AND OTHER HOUSES OF WORSHIP AS A USE PERMITTED BY SPECIAL EXCEPTION WITHIN THE "CI" COMMERCIAL, INTENSIVE ZONING DISTRICT; PROVIDING FOR AMENDING SECTION 4.14.5 ENTITLED SPECIAL EXCEPTIONS BY DELETING CHURCHES AND OTHER HOUSES OF WORSHIP AS A USE PERMITTED BY SPECIAL EXCEPTION WITHIN THE "C-CBD" COMMERCIAL-CENTRAL BUSINESS ZONING DISTRICT; PROVIDING SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING AN EFFECTIVE DATE

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law¹ for the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☒ The proposed ordinance is enacted to implement the following:

¹ See Section 166.041(4)(c), Florida Statutes.

- a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
- b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
- c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
- d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

File Attachments for Item:

14. City Council Ordinance No. 2025-2307 (final reading) - An ordinance of the City of Lake City, Florida, pursuant to Petition No. ANX 25-03, submitted by Seacoast National Bank F/K/A Drummond National Bank 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; and providing an effective date. (This property is located at 3882 W US Highway 90)

Passed on first reading 4/21/2025

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. 2025-2307

CITY OF LAKE CITY, FLORIDA

1 **AN ORDINANCE OF THE CITY OF LAKE CITY, FLORIDA, PURSUANT TO**
2 **PETITION NO. ANX 25-03, SUBMITTED BY SEACOAST NATIONAL BANK**
3 **F/K/A DRUMMOND NATIONAL BANK RELATING TO VOLUNTARY**
4 **ANNEXATION; ANNEXING CERTAIN REAL PROPERTY LOCATED IN**
5 **COLUMBIA COUNTY, FLORIDA, WHICH IS REASONABLY COMPACT, AND**
6 **CONTIGUOUS TO THE BOUNDARIES OF THE CITY OF LAKE CITY,**
7 **FLORIDA, INTO THE BOUNDARIES OF THE CITY OF LAKE CITY, FLORIDA;**
8 **MAKING CERTAIN FINDINGS OF FACT IN SUPPORT THEREOF;**
9 **PROVIDING SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT;**
10 **AND PROVIDING AN EFFECTIVE DATE.**

11 **WHEREAS**, Section 166.021, Florida Statutes, as amended, empowers the City Council of the City
12 of Lake City, Florida, (the "City Council"), to annex real property into the corporate boundaries of
13 the City of Lake City, Florida, (the "City"); and

14 **WHEREAS**, Sections 171.011 through 171.094, Florida Statutes, as amended, the Municipal
15 Annexation or Contraction Act, empowers the City Council to annex real property into the
16 corporate boundaries of the City, pursuant to a petition voluntarily filed by the owner of certain
17 real property; and

18 **WHEREAS**, Seacoast National Bank f/k/a Drummond National Bank, the owner of certain real
19 property more particularly described herein below (the "Real Property"), has petitioned that the
20 same be voluntarily annexed and incorporated into the boundaries of the City; now therefore

21 **BE IT ORDAINED** by the people of the City of Lake City, Florida, as follows:

- 22 1. Pursuant to a petition, ANX 25-03, by Seacoast National Bank f/k/a Drummond National
23 Bank, the owner of the Real Property, said Real Property being depicted on Schedule A:
24 Location Map, attached hereto and incorporated as part of this ordinance, which Real
25 Property is contiguous to the existing boundaries of the City and is reasonably compact, has
26 petitioned the City to have said Real Property annexed into the City.

27 **A parcel of land lying in Section 34, Township 3 South, Range 16 East,**
28 **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. 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.

-
- 63 6. Annexation. The Real Property shall continue to be classified as follows: HIGHWAY
64 INTERCHANGE under the land use classifications as designated on the Future Land Use Plan
65 Map of the Columbia County Comprehensive Plan and classified as COMMERCIAL, HIGHWAY
66 INTERCHANGE (CHI) under the zoning districts as designated on the Official Zoning Atlas of the
67 Columbia County Land Development Regulations until otherwise changed or amended by
68 appropriate ordinance of the City.
- 69 7. Effective January 1, 2026, all real property lying within the boundaries of the City, as hereby
70 redefined, shall be assessed for payment of municipal ad valorem taxes, and shall be subject
71 to all general and special assessments.
- 72 8. All persons who have been lawfully engaged in any occupation, business, trade or profession,
73 within the area, described in Section 1 above, upon the effective date of this ordinance under
74 a valid license or permit issued by the County and all other necessary state or federal
75 regulatory agencies, may continue such occupation, business, trade or profession within the
76 entire boundaries of the City, as herein defined, upon securing a valid occupational license
77 from the City, which shall be issued upon payment of the appropriate fee, without the
78 necessity of taking or passing any additional examination or test which otherwise is required
79 relating to the qualification of such occupations, businesses, trades or professions.
- 80 9. The City Clerk is hereby directed to file, within seven (7) days following the effective date of
81 this ordinance, a certified copy of this ordinance with the following:
- 82 a) Florida Department of State, Tallahassee, Florida;
83 b) Florida Office of Economic and Demographic Research, Tallahassee, Florida;
84 c) Clerk of the Circuit Court of Columbia County;
85 d) Chief Administrative Officer of Columbia County;
86 e) Property Appraiser of Columbia County;
87 f) Tax Collector of Columbia County; and
88 g) All public utilities authorized to conduct business within the City.
- 89 10. Severability. It is the declared intent of the City Council that if any section, sentence, clause,
90 phrase, or provision of this ordinance is for any reason held or declared to be
91 unconstitutional, void, or inoperative by a court or agency of competent jurisdiction, such
92 holding of invalidity or unconstitutionality shall not affect the remaining provisions of this
93 Ordinance and the remainder of this Ordinance, after the exclusion of such part or parts,
94 shall be deemed to be valid.

- 95 11. Conflict. All ordinances and resolutions, or parts of ordinances and resolutions in conflict
96 with this Ordinance are, to the extent they conflict with this Ordinance, repealed.
- 97 12. Effective Date. This Ordinance shall be effective on the date of final adoption by the City
98 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 21st day of April, 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 ____ day of _____, 2025, and on the ____ day of _____, 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

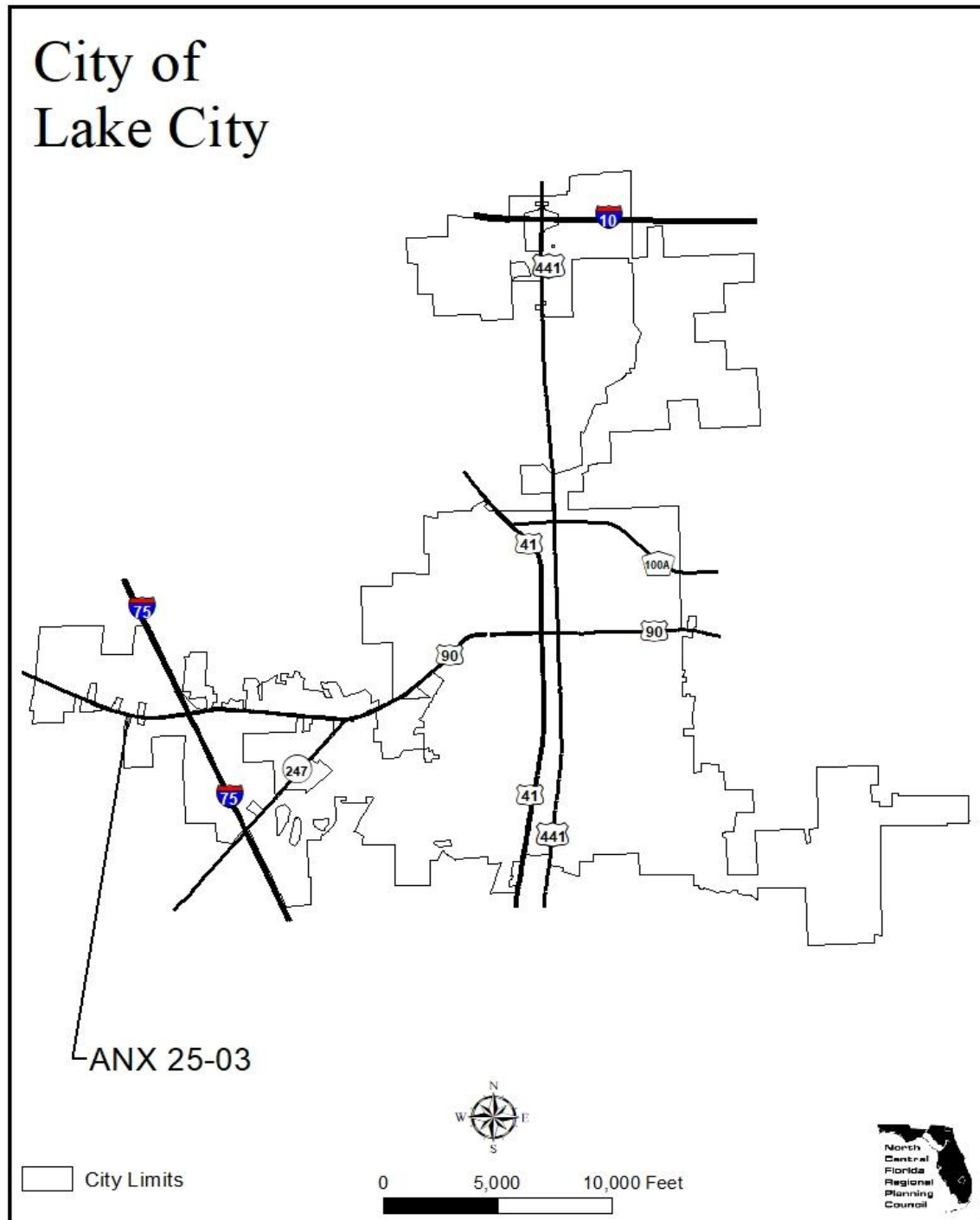
ATTEST, BY THE CLERK OF THE CITY COUNCIL
OF THE CITY OF LAKE CITY, FLORIDA:

Audrey E. Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

Clay Martin, City Attorney

Schedule A: Location Map



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

Business Impact Estimate

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City's website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference:

Ordinance 2025-2307- AN ORDINANCE OF THE CITY OF LAKE CITY, FLORIDA, PURSUANT TO PETITION NO. ANX 25-03, SUBMITTED BY SEACOAST NATIONAL BANK F/K/A DRUMMOND NATIONAL BANK 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; AND PROVIDING AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law¹ for the proposed ordinance, but the City is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☒ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
 - b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
 - c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
 - d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

¹ See Section 166.041(4)(c), Florida Statutes.

In accordance with the provisions of controlling law, the City hereby publishes the following information:

1. Summary of the proposed ordinance:

The voluntary annexation of a parcel of land contiguous to the boundaries of the City of Lake City, FL.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, if any:

- (a) An estimate of direct compliance costs that businesses may reasonably incur;
- (b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; and
- (c) An estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

No estimated direct impact of the proposed ordinance on private, for profit businesses in the City.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

Zero

4. Additional information the governing body deems useful (if any):

City staff solicited comments from businesses in the City as to the potential impact of the proposed ordinance by posting on the City website.

The proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals as well as businesses) and, therefore, the proposed ordinance does not affect only businesses).

File Attachments for Item:

15. City Council Ordinance No. 2025-2309 (final reading) - An ordinance of the City of Lake City, Florida, amending the Future Land Use Map of the City of Lake City Comprehensive Plan, as amended; relating to an amendment of 50 or less acres of land, pursuant to an application, CPA 25-01, by Christopher Lance Jones of Jones Engineering & Consulting, as agent for Odom Moses & Company LLP, 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; providing severability; repealing all ordinances in conflict; providing an effective date. (This property is located at 4330 NW American Lane)

Passed on first reading 4/21/2025

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. 2025-2309

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 OF 50 OR LESS ACRES OF LAND, PURSUANT TO AN APPLICATION, CPA 25-01, BY CHRISTOPHER LANCE JONES OF JONES ENGINEERING & CONSULTING, AS AGENT FOR ODOM MOSES & COMPANY LLP 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 Concurrence 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 25-01, by Christopher Lance Jones of Jones Engineering & Consulting, as agent for Odom Moses & Company LLP, 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: Lots 4, 5, 6, and 7 of the Plantation Village Subdivision, as recorded in the Public Records of Columbia County, Florida.

Containing 1.99 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 FloridaCommerce 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 FloridaCommerce, 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.

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.

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:

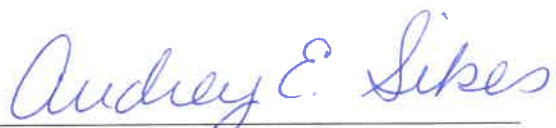
Clay Martin, City Attorney

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

Business Impact Estimate

Proposed ordinance's title/reference:

Ordinance 2025-2309- AN ORDINANCE OF THE CITY OF LAKE CITY, FLORIDA, AMENDING THE FUTURE LAND USE PLAN MAP OF THE CITY OF LAKE CITY COMPREHENSIVE PLAN, AS AMENDED; RELATING TO AN AMENDMENT OF 50 OR LESS ACRES OF LAND, PURSUANT TO AN APPLICATION, CPA 25-01, BY 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; PROVIDING SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING AN EFFECTIVE DATE

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law¹ for the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☒ The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
 - b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
 - c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
 - d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

¹ See Section 166.041(4)(c), Florida Statutes.

File Attachments for Item:

16. City Council Ordinance No. 2025-2310 (final reading) - An ordinance of the City of Lake City, Florida, amending the Official Zoning Atlas of the City of Lake City Land Development Regulations, as amended; relating to the rezoning of less than ten contiguous acres of land, pursuant to an application, Z 25-01, by Christopher Lance Jones of Jones Engineering & Consulting, as agent for Odom Moses & Company LLP, the property owner of said acreage; providing for rezoning from County - Commercial, Highway Interchange (CHI) to City - Commercial, Intensive (CI) 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 4330 NW American Lane)

Passed on first reading 4/21/2025

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. 2025-2310

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 25-01, BY CHRISTOPHER LANCE JONES OF JONES ENGINEERING & CONSULTING, AS AGENT FOR ODOM MOSES & COMPANY LLP THE PROPERTY OWNER OF SAID ACREAGE; PROVIDING FOR REZONING FROM COUNTY - COMMERCIAL, HIGHWAY INTERCHANGE (CHI) TO CITY - COMMERCIAL, INTENSIVE (CI) 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, as follows:

1. Pursuant to an application, Z 25-01, by Christopher Lance Jones of Jones Engineering & Consulting, as agent for Odom Moses & Company LLP, 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, INTENSIVE (CI) 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: Lots 4, 5, 6, and 7 of the Plantation Village Subdivision, as recorded in the Public Records of Columbia County, Florida.

Containing 1.99 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, Z 25-01, to the Official Zoning Atlas shall be the same date as the effective date of Future Land Use Plan Map Amendment, CPA 25-01. If Future Land Use Plan Map Amendment, CPA 25-01, does not become effective, this amendment, Z 25-01, to the Official Zoning Atlas shall not become effective. No development orders, development permits or land uses dependent on this amendment, Z 25-01, 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.

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

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

Business Impact Estimate

Proposed ordinance's title/reference:

Ordinance 2025-2310- 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 25-01, BY THE PROPERTY OWNER OF SAID ACREAGE; PROVIDING FOR REZONING FROM COUNTY - COMMERCIAL, HIGHWAY INTERCHANGE (CHI) TO CITY - COMMERCIAL, INTENSIVE (CI) 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 Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law¹ for the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☒ The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
 - b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
 - c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
 - d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

¹ See Section 166.041(4)(c), Florida Statutes.

File Attachments for Item:

17. City Council Resolution No. 2025-078 - A resolution of the City Council of the City of Lake City, Florida, authorizing the execution of an agreement with Clay Martin, Attorney, in accordance with Section 603(a) of the City Charter to establish the employment conditions, compensation, benefits, and such other terms as are appropriate with the City Attorney position; and providing an effective date.

CITY COUNCIL RESOLUTION NO. 2025-078

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH CLAY MARTIN, ATTORNEY, IN ACCORDANCE WITH SECTION 603(a) OF THE CITY CHARTER TO ESTABLISH THE EMPLOYMENT CONDITIONS, COMPENSATION, BENEFITS, AND SUCH OTHER TERMS AS ARE APPROPRIATE WITH THE CITY ATTORNEY POSITION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council is required by Section 603 of the City Charter to appoint a City Attorney or attorneys to be responsible to the Council “for the proper administration of all affairs of the city assigned to the office of the city attorney and to that end perform such other professional duties as may be required of the office by ordinance or resolution of the council or as are prescribed for city attorneys under the general law of the state which are not inconsistent with this charter and with any ordinance or resolution which may be passed by the council”; and

WHEREAS, Clay Martin is an attorney licensed to practice law in this state and presently serves as City Attorney; and

WHEREAS, in furtherance of the requirements of section 603 of the Charter, the Council, by and through the Mayor, and Clay Martin have negotiated the “**CITY ATTORNEY AGREEMENT**” attached hereto (hereinafter “Contract” or “Agreement”); and

WHEREAS, the City Council finds that execution of the Agreement is in the best interests of the City and its citizens.

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

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

Section 2. The City is hereby authorized to accept the terms and conditions of the Agreement.

Section 3. The Mayor is authorized and directed to execute and deliver the Agreement in the name and on behalf of the City.

Section 4. This resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED at a meeting of the City Council this ___ day of May, 2025.

CITY OF LAKE CITY, FLORIDA

By: _____
Noah Walker, Mayor

ATTEST

By: _____
Audrey E. Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY

By: _____
Joel F. Foreman, Special Counsel

CITY ATTORNEY AGREEMENT

This Agreement is made and entered into this ____ day of May 2025, by and between the City of Lake City, Florida, a Florida municipality, (hereinafter called “Employer”) and Clay Martin, a licensed member in good standing of the Florida Bar, (hereinafter called “Employee”), both of whom understand and agree as follows:

Section 1. **Licensure**

Employee warrants and agrees that Employee is licensed to practice law in the State of Florida without limitation. Employee must maintain Employee’s license to practice law in good standing throughout the term of this Agreement as a condition of employment. Should the Employee no longer be authorized to practice law in this state at any time and for any reason, this contract will terminate immediately for good cause.

Section 2. **Section 2: Term**

Subject to the requirements of Employer’s laws and ordinances which may create additional conditions of employment that are incorporated herein by this reference, this Agreement shall remain in full force and effect from commencement of Employee’s employment which shall be on or before June 15, 2025 until terminated by the Employer or Employee as provided in Section 10, 11, or 12 of this Agreement. Notwithstanding the foregoing, nothing in this Section 2 is intended to alter or amend the conflict policy in Section 1.02 of the Personnel Manual of the City of Lake City, as amended pursuant to Resolution No 2025 - 025, that, to the extent of conflict between a written employment agreement between the City and Charter Officer, the terms of such agreement (in this case, this Agreement) shall control.

Section 3. **Section 3: Duties**

- A. Employer hereby employs the Employee as City Attorney to perform the duties specified in Section 603 of the City of Lake City charter and by the Code of Ordinances of the City of Lake City, and to perform such other legally permissible and proper duties and functions of the position.
- B. It shall be the duty of the Employee to employ on behalf of the Employer all other employees of the Office of City Attorney consistent with the policies of the governing body and the ordinances and charter of the Employer.
- C. It shall be the duty of the Employee to direct, assign, reassign evaluate, and terminate, as appropriate, employees of the Office of City Attorney consistent with policies, ordinances, charter, state and federal law. Employees of the Office of City Attorney shall be responsible to the Employee in his capacity as City Attorney at all times.
- D. All duties assigned to the Employee by the governing body shall be appropriate to and consistent with the professional role and responsibility of the Employee and the Employee’s ethical and professional obligations as a member of the Florida Bar.

Section 4. **Compensation**

- A. **Base Salary:** Employer agrees to pay Employee an annual base salary of one hundred fifty thousand dollars (\$150,000) subject to adjustments as set forth in this Agreement

(hereinafter called “Base Salary”), payable in installments at the same time or times that other salaried employees of the Employer are paid.

- B. This agreement shall be automatically amended to reflect any salary adjustments that are provided or required by the Employer's compensation policies to include all salary adjustments on the same basis as applied to senior executives of the City, as appropriate.
- C. In addition, Employer, in consultation with the Employee, shall consider increases to the Base Salary on or before June 15th of every year this Agreement remains in force.
- D. Notwithstanding any increases considered or approved pursuant to subsection C. of this part, Employer shall implement the increase of Employee's then-current Base Salary no later than the commencement of each fiscal year by at least the average across-the-board increase granted to all other employees of the Employer.
- E. Except as otherwise provided in this Agreement, the Employee shall be entitled, at a minimum, to participate in or receive the highest levels of benefits enjoyed by or available to other employees, department heads, or general employees other than those subject to a collective bargaining agreement as provided by the Employer's policies, charter, ordinances, or personnel rules and regulations or other practices.
- F. Notwithstanding the foregoing, Employee shall not be entitled to contributions to the Florida Retirement System at Special Risk Class rates, nor be eligible for Special Risk Class benefits from the Florida Retirement System unless Employee is eligible as a member of a Special Risk Class as defined by Florida Statute.

Section 5. Health, Disability and Life Insurance Benefits

- A. The Employer agrees to provide and to pay the premiums for health, hospitalization, surgical, vision, dental, and comprehensive medical insurance for the Employee and his dependents consistent with Employer's insurance plans offered to all other employees in such amounts which are, at a minimum, equal to the highest amounts provided to other employees of the City of Lake City, Florida.
- B. The Employer agrees to provide for short-term and long-term disability coverage for the Employee in amounts consistent with Employer's other executive level employees.

Section 6. Vacation and Sick Leave

- A. Beginning the first day of employment, Employee shall be credited with eighty (80) accrued sick leave hours and eighty (80) accrued vacation leave hours. The leave credited to Employee as provided in this Paragraph A shall not be included in any payout to Employee of severance or leave provided for elsewhere in this Agreement.
- B. In addition to the foregoing credited leave, beginning on the first day of employment, Employee shall accrue sick leave and vacation leave at the highest rate provided or available to any other employees, under the same rules and provisions applicable to other employees.
- C. Upon commencing employment, the Employee shall have access to a bank of thirty (30) sick days to be used in the case of serious medical conditions. This leave can only be used

to provide coverage during the waiting period between the onset of illness or disability and the point at which short- or long-term disability coverage takes effect, and these days may be renewed after each occurrence.

- D. The Employee is entitled to accrue all unused leave, without limit, and in the event the Employee's employment is terminated, either voluntarily or involuntarily, the Employee shall be compensated for all accrued but unused vacation leave, all paid holidays, executive leave, and other benefits to date.

Section 7. Automobile

Employee shall use the Employee's own vehicle in the performance of the Employee's duties. When the Employee is required to use the Employee's own vehicle, and when reimbursement is permitted by applicable law, the Employer will reimburse the Employee according to the IRS standard mileage rates for the then-current tax year; or the Employee may elect to rent a vehicle and the Employer will, to the extent the same is permitted by applicable law, reimburse the Employee for the reasonable costs of that rental.

Section 8. Retirement

Subject to the provisions of Section 4.F., the Employer agrees to enroll the Employee into the Florida Retirement System ("FRS") and to make all the appropriate contributions on the Employee's behalf as a member of the Senior Management Service Classification. To the extent Employee cannot be enrolled in the Senior Management Service Class in FRS, the Employer shall pay to the Employee as additional compensation the difference between the Employer's contributions to the FRS Select Exempt Service classification and the amount the Employer would contribute to FRS if the Employee was enrolled in the Senior Management Service classification. Such payments by the Employer to the Employee shall be made on either (i) the same schedule as the Employer remits payments to FRS in fulfillment of Employer's obligations thereto, or (ii) the same schedule as the Employer's routine payroll is paid to the Employee.

Section 9. General Business Expenses

- A. Employer agrees to budget and pay for licensing fees or charges that are required of lawyers to practice law in the State of Florida, as well as professional dues, including but not limited to joining the International Municipal Lawyers Association, and subscriptions of the Employee as Employee considers necessary for continuation and full participation in national, regional, state, and local associations and organizations necessary and desirable for the Employee's continued professional participation, growth, and advancement, and for the good of the Employer. These memberships or subscription include at minimum the following:

- International Municipal Lawyers Association
- Florida Municipal Attorneys' Association
- Florida Association of Police Attorneys
- City, County, and Local Government Law Section of the Florida Bar
- Government Lawyer Section of the Florida Bar

- Environmental and Land Use Law Section of the Florida Bar
 - Labor and Employment Law Section of the Florida Bar
 - Third Judicial Circuit Bar Association
- B. To the extent permitted by Florida Law, Employer agrees to budget and pay for travel and subsistence expenses of Employee for professional and official travel, meetings, and occasions to adequately continue the professional development of Employee and to pursue necessary official functions for Employer, including but not limited to the IMLA Annual Conference, IMLA Chief Legal Officers Forum or IMLA Top50, the Florida League of Cities, the Florida Municipal Attorneys' Association, the annual meeting of the City County, and Local Government Section of the Florida Bar, and such other national, regional, state, and local governmental groups and committees in which Employee serves as a member.
- C. Employer also agrees to budget and pay for IMLA distance learning programs and travel and subsistence expenses of Employee for short courses, institutes, and seminars that are necessary for the Employee's professional development and maintenance of the Employee's required CLE obligations and for the good of the Employer.
- D. Employer shall reimburse Employee for travel expenses and per diem in accordance with Chapter 112, Florida Statutes and the Employer's travel policies, to the extent such travel policies do not violate Chapter 112, Florida Statutes.
- E. The Employer acknowledges the value of having Employee participate and be directly involved in local civic clubs or organizations. Accordingly, Employer shall pay for the reasonable membership fees or dues to enable the Employee to become an active member in one or more local civic clubs or organizations.
- F. Employer shall provide Employee, for business and personal use, the following:
- (a) One laptop computer;
 - (b) One Apple iPad Pro (wifi and cellular capable) with accompanying cellular plan;
 - (c) Software necessary to perform all job functions;
 - (d) One mobile phone with unlimited call and data plan;

Upon termination of Employee's employment, the equipment described herein shall remain the property of Employer at the end of Employee's employment..

Section 10. Involuntary Termination

- A. For the purpose of this Agreement, only a termination of Employee's employment (regardless of whether such termination is initiated by Employer or Employee) pursuant to this Paragraph A will entitle Employee to the severance benefits set forth in Section 10. For purposes of clarification, Employee shall be precluded from entitlement to the severance benefits set forth in Section 10 if Employee's termination from employment (regardless of whether such termination is initiated by Employer or Employee) occurs under or pursuant to circumstances other than those set forth in this Paragraph A. For purposes of this Paragraph A, such termination shall occur when:

-
- a) The majority of the governing body votes to terminate the employment of the Employee for convenience, i.e., without cause as set forth in Paragraph B. below, in accordance with Florida law at a properly posted and duly authorized meeting of the governing body. In all events, Employee reserves all rights before and after the vote to challenge, on any grounds, any determination of cause by the governing body.
 - b) If the Employer, citizens, or legislature acts to amend any provisions of the City of Lake City charter or ordinances pertaining to the role, powers, duties, authority, or responsibilities of the Employee's position that substantially changes the form of government or the duties of the Employee within that government, then the Employee shall have the right to declare that such amendment or amendments constitute termination.
 - c) If the Employer reduces the Base Salary, compensation or any other financial benefit of the Employee, unless it is applied in no greater percentage than the average reduction of all department heads, such action shall constitute a breach of this agreement and will be regarded as a termination.
 - d) If the Employee resigns following an offer initiated by Employer and approved by a majority of the governing body, for the Employer to accept Employee's resignation, whether formal or informal, then the Employee may declare a termination as of the date of the request.
 - e) In those situations where a breach of contract can be cured, breach of contract declared by either party with a 30-day cure period for either Employee or Employer. Written notice of a breach of contract shall be provided in accordance with the provisions of Section 21.
- B. The Employer may terminate the employment of Employee with or, as set forth in Paragraph A. above, without good cause, at any time. For the purposes of this Agreement, in the event of termination with cause, Employee is not entitled to the severance benefits set forth in Section 10. Such termination with cause shall occur only when a simple majority of the governing body votes to terminate Employee with cause at a duly authorized public meeting called in accordance with Florida law and all other requirements of this Paragraph B. are satisfied. Employee shall be given written notice setting forth any allegations substantiating cause for termination pursuant to this paragraph at least fifteen (15) days prior to the public meeting, and such notice shall be given by the member or members of the governing body making such allegations. For the purposes of this Paragraph B, "cause" is defined as: (i) adjudication of guilt of any crime (whether a felony or misdemeanor) involving dishonesty, moral turpitude; or (ii) misfeasance, malfeasance, or nonfeasance in the performance of duties; or (iii) misconduct as defined by Section 443.036(29), Florida Statutes, or (iv) breach of this contract by Employee which breach shall remain uncured by Employee as provided in Section 10, Paragraph A(e). Any allegations that the governing body sets forth in its notice to substantiate the cause for termination shall not be binding on Employee and in all events, Employee reserves all rights before and after the vote to challenge, on any grounds, the propriety of the determination of cause by the governing body.
- C. For purposes of clarity, and not limitation, Employee shall cease to be an employee of the

Employer on the effective date of the termination of Employee's employment, and such date shall not be later than the last day Employee renders to Employer the functions and duties set forth in Section 3, hereof.

- D. In the event that the employment of Employee is terminated, as defined in Section 10 of this agreement, the Employee shall be entitled to all compensation including salary, accrued vacation and sick leave up to and including the date of termination, paid in lump sum.
- E. Nothing in this Section 10 is intended to modify, alter, change, reduce or waive any rights Employee may have pursuant to applicable law as it concerns termination of employment with discriminatory intent, purpose or effect.

Section 11. Severance

- A. Severance shall be paid to the Employee when employment is terminated as such termination is defined in Section 10, Paragraph A.
- B. If the Employee's employment is terminated, the Employer shall provide a severance payment equal to twenty (20) weeks' salary at the then-current rate of pay. This severance shall be paid in a lump sum or in a continuation of salary as all other employees of Employer are paid, at the Employee's option. On the effective date of the termination of Employee's employment, and excepting the severance payment set forth in this paragraph and Employee's right to payment of leave as set forth in Section 6, Paragraph D, and Section 11, Paragraph C, Employer's liability for and obligation to provide, and Employee's continued right at the Employer's expense to accrue, benefits and perquisites as set forth in Section 4, Paragraph E, and Sections 5, 6, 7, and 8 shall cease.
- C. In accordance with Section 6, Paragraph D, the Employee shall also be compensated for all accrued sick leave (less 80 hours pursuant to Section 6, Paragraph A), vacation leave (less 80 hours pursuant to Section 6, Paragraph A), and all paid holidays. In the event the balance of accrued sick leave and annual leave, after deducting the 80 hour credits provided in Section 6, Paragraph A is less than zero, Employee shall not receive a payout of accrued sick leave and annual leave.
- D. If Employee elects to receive a lump-sum payment of severance, Employer shall transmit such payment to Employee on or before the thirtieth (30th) day following the effective date of Employee's termination of employment.
- E. Any determination by Employer concerning the Employer's obligation to pay benefits to Employee as set forth in this Section 11 may only be made by the governing body, which shall approve any such payments before such payments are disbursed.
- F. The termination and severance of Employee shall be in accordance with a written "Separation Agreement" agreed to by Employee and approved by a majority vote of Employer's governing council.

Section 12. Resignation

Nothing in this Agreement shall prevent, limit, or interfere with the right of the Employee to resign at anytime of his own volition and not at the request of the governing body. In the event

the Employee desires to voluntarily resign employment, the Employee shall give written notice to the Employer at least thirty (30) days prior to separation. The Employer shall have no obligation to pay Employee any further compensation after the expiration of the notice period. Upon the effective date of resignation, the Employer shall pay to the Employee all accrued vacation leave and other leave to which Employee is entitled under this Agreement. Failure to give the required thirty-day notice constitutes a waiver and forfeiture of pay for all accrued vacation leave and other leave. For clarification and not for purposes of limitation, a resignation pursuant to this Section 12 is not a termination of Employee's employment with Employer and does not entitle Employee to rights solely accruing to Employee as the result of termination as set forth in Section 10, Paragraph A.

Section 13. Hours of Work

The Employee acknowledges the proper performance of the duties of the Employee will require the Employee to generally observe normal business hours and will also often require the performance of necessary services outside of normal business hours. The Employee agrees to devote such additional time as is necessary for the full and proper performance of the Employee's duties and that the compensation herein provided includes compensation for the performance of all such services. However, the Employer intends that reasonable time off be permitted the Employee, such as is customary for exempt employees so long as the time off does not interfere with the normal conduct of the office of the Employee.

The Employee will devote full time and effort to the performance of the Employee's duties, and shall remain in the exclusive employ of the Employer during the term of this Agreement; provided that, with the prior consent of the Employer, the Employee may accept temporary, outside professional employment which will not in any way interfere with the performance of, or the Employee's availability for the performance of, the Employee's duties hereunder. The term "outside professional employment" means professional services provided to third parties for which the Employee is compensated and which are performed on the Employee's time off. The Employer encourages the Employee to accept invitations to speaking engagements, writing or other opportunities to communicate with the community, subject to the rules regarding confidentiality and attorney client privilege to make use of and share data and information with relevant persons and groups, and encourages the Employee to participate in pertinent seminars, groups, associations and organizations, as well as in informational meetings with those individuals whose particular skills, expertise, or backgrounds would serve to improve the capacity of the Employee to perform the Employee's Duties.

Section 14. Ethical Commitments

Employee shall not endorse candidates, make financial contributions, sign or circulate petitions, or participate in fundraising activities for individuals seeking or holding elected office in the governing body, nor seek or accept any personal enrichment or profit derived from confidential information, or holding office, or misuse of public time. Employer shall support Employee in keeping these commitments by refraining from any order, direction, or request that would require Employee to undertake any of the aforementioned activities. Specifically, neither the governing body nor any individual member thereof shall request Employee to endorse any candidate, make any financial contribution, sign or circulate any petition, or participate in any

fund-raising activity for individuals seeking or holding elected office, nor to handle any matter involving personnel on a basis other than fairness, impartiality and merit. This provision is intended to be supplemental and in addition to the requirements of Florida Statutes Chapter 112, the charter and ordinances of the City of Lake City, and the Rules Regulating the Florida Bar.

Section 15. Outside Activities

The employment provided for by this Agreement shall be the Employee's primary employment. Recognizing that certain outside consulting or teaching opportunities provide indirect benefits to the Employer and the community, the Employee may elect to accept limited teaching, consulting or other business opportunities with the understanding that such arrangements must neither constitute interference with nor a conflict of interest with the Employee's responsibilities under this Agreement. Any outside consulting or business opportunities the Employee wishes to undertake shall be permitted only with the prior written approval of the City Manager.

Section 16. Indemnification

In addition to any requirement of Federal, State or Local Law, and to the extent permitted by law, Employer shall indemnify, defend, and hold Employee harmless against any and all claims (even if the allegations are without merit) or judgments for damages or injunctive relief arising from, related to, or connected with any tort, professional liability claim or demand, or any other claim, whether civil, criminal, administrative, arbitrative, or investigative, arising out of any alleged act or omission by Employee occurring in the performance of Employee's duties or resulting from the exercise of judgment or discretion by Employee in connection with the performance of his or her duties or responsibilities, unless the act or omission involved willful or wanton misconduct. In the event that the provision of legal representation by Employer may reasonably present a legal conflict of interest, the Employee may request independent legal representation at Employer's expense, and Employer may not unreasonably withhold approval of such request. Legal representation provided by Employer for Employee shall extend until a final unappealable determination of the legal action. In the event independent legal representation is provided to the Employee, any settlement of any claim against Employee may not be made without prior approval of the Employer. Employee recognizes Employer shall have the right to compromise any claim against Employee for which Employer is providing the defense. This provision is not intended to be and shall in no way be construed as a waiver of Employer's defenses of sovereign immunity provided by Florida Law.

Section 17. Bonding and Professional Liability Insurance

Employer shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance; and, at the election of the Employer, the Employee, or both, any and all premiums for professional liability insurance having commercially reasonable limits of coverage and naming the Employee as the insured party.

Section 18. Other Terms and Conditions of Employment

- A. The Employer, upon agreement with Employee, may fix other terms and conditions of employment, as it may determine from time to time, provided such terms and conditions

are not inconsistent with or in conflict with any provisions of law. Substantive changes to this shall be made by amendment pursuant to Section 20.

- B. Except as otherwise provided in this Agreement, the Employee shall be entitled, at a minimum, to the highest level of benefits that are enjoyed by or offered to other employees of the Employer as provided in the charter, ordinances, personnel rules and regulations, benefits guides, or by practice.

Section 19. Notices

All notices and other communications hereunder will be in writing and will be deemed to have been duly given when delivered in person, by facsimile or email with answer back, by express or overnight mail delivered by a nationally recognized air courier (delivery charges prepaid), or by registered or certified mail (postage prepaid, return receipt requested) to the respective parties as follows:

if to Employer:

City of Lake City, Florida
205 North Marion Avenue
Lake City, FL 32055
Attention: Mayor of the City of Lake City
Email Address: WalkerN@LCFla.com

if to Employee:

Clay Martin
Post Office Box 1403
Newberry, FL 32669
Email Address: Clay@ClayMartin.com

or to such other address as the party to whom notice is given may have previously furnished to the others in writing in the manner set forth above. Any notice or communication delivered in person will be deemed effective upon delivery. Any notice or communication sent by facsimile, email, or air courier will be deemed effective on the first Business Day at the place at which such notice or communication is received following the day on which such notice or communication was sent. Any notice or communication sent by registered or certified mail will be deemed effective on the third Business Day at the place from which such notice or communication was mailed following the day on which such notice or communication was mailed.

Section 20. General Provisions

- A. Merger. This written Agreement contains all the terms and conditions agreed upon by the parties, and no other agreement, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either of the parties, or to vary any of the terms contained in this Agreement.
- B. Amendments. The Employer and Employee by mutual written agreement may amend this agreement. Such amendments shall be incorporated into and made a part of this agreement.

- C. Binding Effect. This Agreement shall be binding on the Employer and the Employee as well as their heirs, assigns, executors, personal representatives, and successors in interest.
- D. Effective Date. This Agreement shall become effective on May ____, 2025.
- E. Assignment. This Agreement may not be assigned by either party without the written consent of the other party.
- F. Severability. If this Agreement contains any unlawful provision not an essential part of the Agreement and which shall not appear to have been a controlling or material inducement to the making of this Agreement, the unlawful provision shall be deemed of no effect and shall, upon agreement by the parties, be deemed stricken from the Agreement without affecting the binding force of the remainder.

Section 21. Performance Evaluation

- A. Employer should annually review the performance of the Employee during the month of April of each year subject to a process, form, criteria, and format for the evaluation which shall be mutually agreed upon by the Employer and Employee. The annual evaluation process, at a minimum, shall include the opportunity for both parties to: (1) conduct a formulary session where the governing body and the Employee meet first to discuss goals and objectives of both the past twelve (12) month performance period as well as the upcoming twelve (12) month performance period, (2) following that formulary discussion, prepare a written evaluation of goals and objectives for the past and upcoming year, (3) next meet and discuss the written evaluation of these goals and objectives, and (4) present a written summary of the evaluation results to the Employee. The final written evaluation should be completed and delivered to the Employee within 30 days of the initial formulary evaluation meeting.
- B. In the event the Employer determines that the evaluation instrument, format and/or procedure are to be modified by the Employer, such modifications shall be adopted by the Employer at least 9 months before being used to evaluate the Employee's performance. Annually, the Employer and the Employee shall define such goals and performance objectives which they determine necessary for the proper operation of the Employer's organization in the attainment of the Employer's policy objectives, and the Employer and the Employee shall further establish a relative priority among those various goals and objectives to be reduced to writing. The annual performance reviews and evaluations shall be reasonably related to the Employee's written job description and shall be based, in whole or in part, on goals for the Employee's performance that are jointly developed and adopted by the Employer and the Employee.

[SIGNATURES ON NEXT PAGE]

DATED this _____ day of May, 2025.

EMPLOYEE:

Clay Martin
Employee

EMPLOYER:

Noah E. Walker
Mayor

ATTEST:

Audrey Sikes
City Clerk

Approved as to form and content:

Joel F. Foreman
As Special Counsel

File Attachments for Item:

20. 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)

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

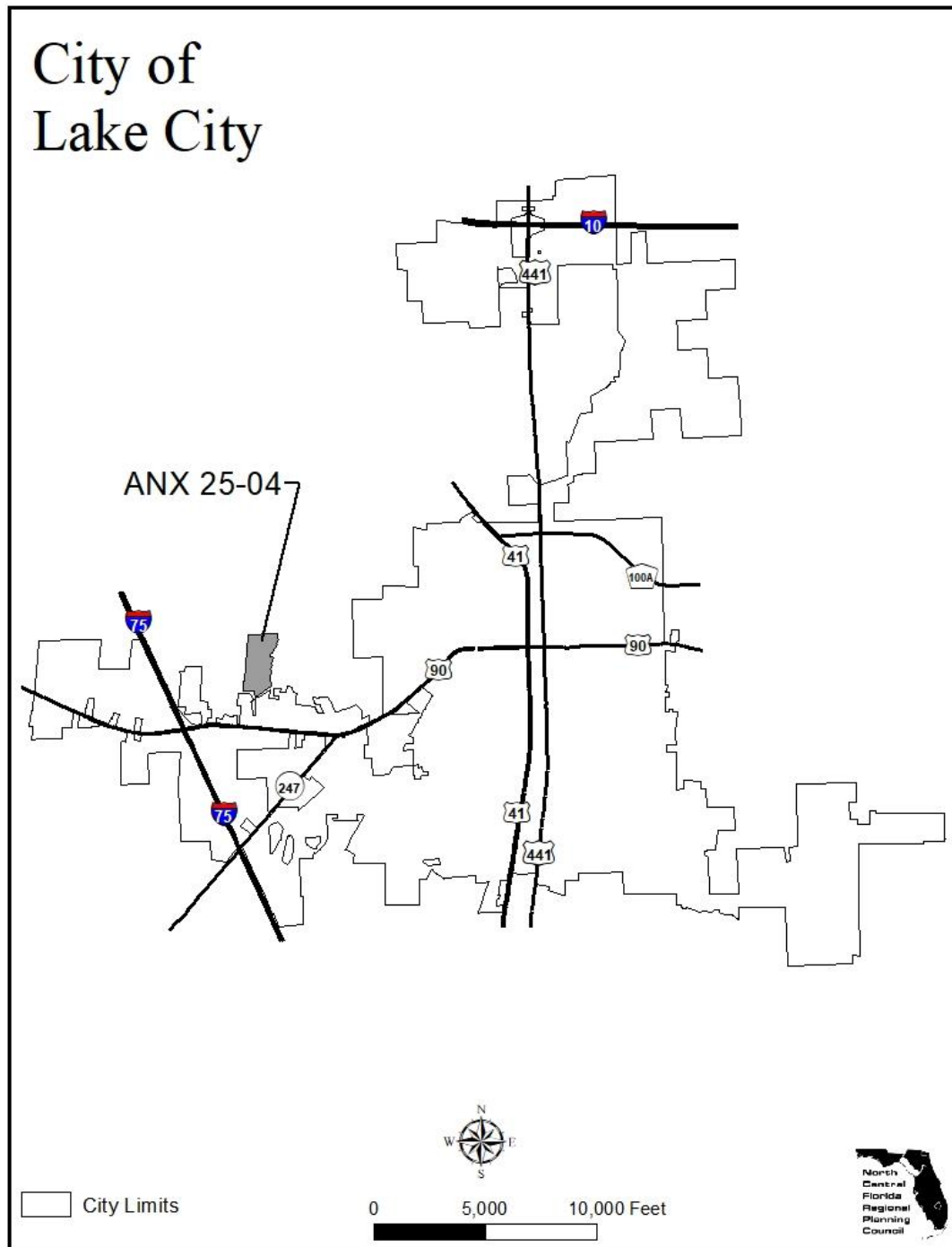
ATTEST, BY THE CLERK OF THE CITY COUNCIL
OF THE CITY OF LAKE CITY, FLORIDA:

Audrey E. Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

Clay Martin, City Attorney

Schedule A: Location Map



File Attachments for Item:

21. City Council Ordinance No. 2025-2312 (first reading) - An ordinance pertaining to buildings, building regulations, contracting, permitting, licensure, and insurance within the City of Lake City; repealing existing provisions of City Code; establishing certain uniform codes; establishing permitting fees and requirements; establishing insurance requirements; repealing all ordinances in conflict; providing for severability; and providing for an effective date.

Adopt City Council Ordinance No. 2025-2312 on first reading

CITY OF LAKE CITY, FLORIDA
ORDINANCE NUMBER 2025-2312

1 **AN ORDINANCE PERTAINING TO BUILDINGS, BUILDING REGULATIONS,**
2 **CONTRACTING, PERMITTING, LICENSURE AND INSURANCE WITHIN THE**
3 **CITY OF LAKE CITY; REPEALING EXISTING PROVISIONS OF CITY CODE;**
4 **ESTABLISHING CERTAIN UNIFORM CODES; ESTABLISHING PERMITTING**
5 **FEES AND REQUIREMENTS; ESTABLISHING INSURANCE REQUIREMENTS;**
6 **REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY;**
7 **AND PROVIDING FOR AN EFFECTIVE DATE**

8 **WHEREAS**, the City of Lake City (the “City”) exercises regulatory authority over the construction
9 of buildings and conveyances, the improvements and alterations thereto, and the contractors
10 performing such work in the City (the “Regulatory Function”); and

11 **WHEREAS**, to perform its Regulatory Function, the City must adopt certain uniform codes setting
12 forth standards applicable to the construction of buildings and conveyances, the improvements
13 and alterations thereto, and the contractors performing such work in the City (the “Adopted
14 Codes”); and

15 **WHEREAS**, the City provides certain services in performing its Regulatory Function and in the
16 application of the Adopted Codes; and

17 **WHEREAS**, the Adopted Codes must be updated from time to time to comply with statutory and
18 regulatory requirements of the State of Florida; and

19 **WHEREAS**, the current permitting rates and charges for permitting services are not adequate to
20 cover the cost of providing such services; and

21 **WHEREAS**, the City Council, being fully advised of the facts and circumstances, hereby finds it
22 necessary and in the interest of prudent management of public assets and business affairs to
23 update its Adopted Codes and amend its rates and charges to perform the City’s Regulatory
24 Function in order to equitably and adequately fund the cost of such essential services; now,
25 therefore

26 **BE IT ENACTED BY THE PEOPLE OF THE CITY OF LAKE CITY, FLORIDA:**

27 **SECTION 1. REPEAL OF CHAPTER 22, ARTICLES I THROUGH VI, CITY OF LAKE CITY CODE OF**
28 **ORDINANCES**

Chapter 22, Articles I through VI, City of Lake City Code of Ordinances and Ordinance 2025-2301 are each repealed in their entirety.

SECTION 2. BUILDINGS AND BUILDING REGULATIONS – CONTRACTING, PERMITTING, LICENSURE AND INSURANCE

Chapter 22, Articles I through VI, City of Lake City Code of Ordinances shall read and provide as follows:

CHAPTER 22 - BUILDINGS AND BUILDING REGULATIONS

ARTICLE I. CONTRACTING GENERALLY

Sec. 22-1. Compliance requirement.

Except as otherwise provided for in the City of Lake City Code of Ordinances, any owner, authorized agent, or contractor, who desires to construct, enlarge, alter, repair, remove, demolish, or change the occupancy or occupant content of a building, structure, or facility, or any outside area being used as part of the building's designated occupancy (single or mixed) or to erect, install, enlarge, alter, repair, remove, convert, or replace any electrical, gas, mechanical, or plumbing system, the installation of which is regulated by this Code of Ordinances, or to cause any work to be done, shall first make application to the building official and obtain the required permit for such work and to comply with all of the provisions, requirements and conditions provided for in this chapter.

Sec. 22-2. Purpose and Proof of Insurance.

It is hereby declared to be the public policy of the city that, in order to safeguard the life, health, property, and public welfare of its citizens, the business of construction and home improvement is a matter affecting the public interest. Any person desiring to engage in the business of construction and home improvement within the corporate limits of the city shall be required to provide a copy of their State of Florida contractor license, a certificate of insurance evidencing such person's worker's compensation insurance or a current State of Florida exemption certificate exempting such person from worker's compensation insurance requirements; and a certificate of insurance evidencing such person as the named insured pursuant to a policy of general liability insurance. All certificates of insurance shall name the City of Lake City as the certificate holder.

Sec. 22-3. Adoption of Codes.

(a) The following codes are adopted by the city for the applications associated therewith:

- (1) The Florida Building Code Eighth Edition (2023) as updated by the Florida Building Commission on June 20, 2023, and adopted by Rule 61G20-1.001, Florida Administrative Code, as amended herein, is hereby adopted as the building code of the City of Lake City, Florida. The adopted version of the building code, as fully set forth in Sec. 22-5, hereof, may be cited to as the Lake City Building Code, Eighth Edition (2023). All references to the "Building Code" within the Lake City's City Code of Ordinances, and within ordinances and resolutions of the City Council, shall be construed as referring to the building code adopted by this section.

The provisions of the Building Code shall apply to the construction, erection, alteration, modification, repair, equipment, use and occupancy, location, maintenance, removal and demolition of every public and private building, structure or facility or floating residential structure, or any appurtenances connected or attached to such buildings, structures, or facilities.

- (2) The most recently adopted edition of the National Electrical Code adopted by the Florida Building Commission is hereby adopted as the Electrical Code of the City of Lake City. The adopted version of the referenced electrical code is hereby incorporated into this section as if fully set forth herein, and may be cited to as the Lake City Electrical Code, Eighth Edition (2023). All references to the "Electrical Code" within this Code of Ordinances, and within ordinances and resolutions of the City Council, shall be construed as referring to the electrical code adopted by this section.

- (3) The Florida Fire Prevention Code, Rule 69A-60, inclusive of the National Fire Protection Association (NFPA), and NFPA 101, Life Safety Code, is hereby collectively adopted as the Fire Prevention Code of the City of Lake City. The adopted version of the fire prevention code is hereby incorporated into this section as if fully set forth herein, and may be cited to as the Lake City Fire Prevention Code, Eighth Edition (2023). All references to the "Fire Prevention Code" within this Code of Ordinances, and within ordinances and resolutions of the City Council, shall be construed as referring to the fire prevention code adopted by this section.

- (b) Copies of the Building Code, the Electrical Code, and the Fire Prevention Code shall be available for public use, inspection, or examination, within the city department administering the city's building permitting and inspection program.

Sec. 22-4. Payment of construction permit fees; reinspection fees.

(a) Permitting and Permitting Fees Required.

- (1) Except as otherwise provided for in this Code of Ordinances, any owner, authorized agent, or contractor who desires to construct, enlarge, alter, repair, move, demolish, or change the occupancy or occupant content of a building, structure, or facility, or any outside area being used as part of the building's designated occupancy (single or mixed) or to erect, install, enlarge, alter, repair, remove, convert or replace any electrical, gas, mechanical, or plumbing system, the installation of which is regulated by this Code of Ordinances, or to cause any such work to be done, shall first make application to the building official and obtain the required permit for the work, and in addition to any other fees provided in this Code of Ordinances, to pay a construction permit fee to the city computed on the square footage of conditioned and unconditioned floor area of the building, structure, or facility as provided herein. For purposes of calculating square footage as an element of calculating permit fees, "*floor area*" means the total area of a building's floors, measured within the building's exterior walls, excluding vent shafts and courts; including the area of balconies; and counting only once at each floor level the area of stairwells, elevators, and ventilation shafts.

- (2) All fees are non-refundable.

(b) SCHEDULE OF PERMITTING FEES

- (1) Schedule of building permitting fees: The following fee schedule shall be used in determining building permit fees based on construction conditioned and unconditioned floor area, in addition to any other permit fee listed herein.

126	(2) Administration Fees	
127	Change of Contractor.....	\$50.00
128	Modification of Plans	\$25.00 per page
129	Commercial Temporary Certificate of	
130	Occupancy (Limited to 30 days)	\$250.00
131	Residential Temporary Certificate of	
132	Occupancy (Limited to 30 days)	\$125.00
133	Commercial Permit Extension	
134	(Limited to 90 days)	\$125.00
135	Residential Permit Extension	
136	(Limited to 90 days)	\$75.00
137	Replace Building Permit Card	\$15.00
138	Research Fees for Permits,	
139	Violations, Records and Liens	
140	• Within last 3 years	\$15.00
141	• Between 3 and 10 years.....	\$25.00
142	• Older than 10 years.....	\$35.00
143	(3) Cancellation of Building Permit	
144	Permit may be cancelled within 30 days following issuance provided	
145	construction has not started.	
146	(4) Refunds	
147	There should be no refunds for permits and/or plan reviews once the	
148	permit is issued.	
149	(5) Technology Fee:	
150	RESERVED	

(6) State of Florida Permit Surcharge:

All permits shall have a two and one-half percent (2.5%) surcharge added to each permit as required by Florida Statute 553. (1.5% for Department of Business and Professional Regulation and 1% for Building Code Administrators and Inspector Board)

(7) Commercial Permit

All fees include plan review unless otherwise stated. All fees that are flat rate have the 1.5% DBPR and 1% BCAIB fees calculated in. Building Permit fees are not inclusive of other departmental fees.

Commercial New Construction and Additions **\$500 minimum**
Permit Fees to be calculated via the International Code Council's (ICC) preferred method. Valuation based on most current ICC building valuation data and using a multiplier of .0125 plus DBPR & BCAIB. This fee is non-refundable and will be credited towards permit fees.

Commercial Build-Out and Renovations **\$250 minimum**
Permit Fees to be calculated via the International Code Council's (ICC) preferred method. Valuation based on most current ICC building valuation data and using a multiplier of .0125 plus DBPR & BCAIB. This fee is non-refundable and will be credited towards permit fees.

Commercial Pre-Application Plan Review **\$800.00**
Plan review completed prior to submission of building permit application by a licensed contractor. This service is for building department review only and is provided as a courtesy and is non-refundable.

Commercial Early Start with Deferred Submittals..... **\$800.00**
Permit issued and allowance to work up to equal to the reviewed submittals. This is at the discretion of the building official.

187	Temporary Buildings:	
188	Temporary Jobsite Office.....	\$129.00
189	<i>Includes one inspection to include set-up,</i>	
190	<i>electrical release, waste and water</i>	
191	<i>inspection.</i>	
192	Commercial Temporary Structure – Misc.	\$129.00
193	Roof Repairs and Replacements:	
194	Commercial Re-Roof.....	\$249.00 minimum
195		<i>Or the higher of at \$0.13</i>
196		<i>per square ft</i>
197	Commercial Roof-Over	\$349.00 minimum
198		<i>Or the higher of at \$0.13</i>
199		<i>per square ft</i>
200	Commercial Roof Repairs Over	
201	100 sq. ft, less than 25% of roof.	\$159.00
202	Mechanical:	
203	Commercial Mechanical Change-out - <i>per unit</i>	\$159.00
204	Commercial Fuel Gas Install –.....	\$249.00
205	(Does not Include utility fees)	<i>Or the stated valuation</i>
206		<i>using a multiplier of</i>
207		<i>.010 plus DBPR & BCAIB</i>
208	Commercial HVAC – Misc.	\$159.00 minimum
209		<i>Or the stated valuation</i>
210		<i>using a multiplier of .010</i>
211		<i>plus DBPR & BCAIB</i>
212	Commercial Hood System (Does not Include Fire Permit).....	\$249.00

213	Electrical:	
214	Commercial Temporary Electric (Does not include utility fees)....	\$159.00
215	Commercial Panel/Service Replacement (per unit)	\$159.00
216	Commercial Generator	\$249.00
217	Commercial Low Voltage (Not fire alarm)	\$189.00
218	Electrical Compliance.....	\$129.00
219	Commercial New Electrical Service	\$159.00
220	Commercial Electric Vehicle Charging System	\$359.00 minimum
221		<i>Or stated valuation using</i>
222		<i>a multiplier of .0125 plus</i>
223		<i>DBPR & BCAIB</i>
224	Commercial Electric – Misc.	\$159.00 minimum
225		<i>Or the stated valuation</i>
226		<i>using a multiplier of .010</i>
227		<i>plus DBPR & BCAIB</i>
228	Solar:	
229	Commercial Solar System	\$279.00 minimum
230		<i>Or the stated valuation</i>
231		<i>using a multiplier of .010</i>
232		<i>plus DBPR & BCAIB</i>
233	Commercial Solar Water Heater.....	\$189.00
234	Plumbing:	
235	Commercial Water Service	\$129.00
236	Commercial Sewer	\$129.00
237	Backflow Prevention Device	\$129.00
238	Commercial Water Heater.....	\$159.00

239	Commercial Re-pipe	\$129.00 minimum
240		<i>Or the stated valuation</i>
241		<i>using a multiplier of .010</i>
242		<i>plus DBPR & BCAIB</i>
243	Commercial Plumbing – Misc.	\$159.00 minimum
244		<i>Or the stated valuation</i>
245		<i>using a multiplier of .010</i>
246		<i>plus DBPR & BCAIB</i>
247	Commercial Irrigation	\$159.00
248	Swimming Pools:	
249	In-ground – Concrete.....	\$829.00
250	Pump or Heater Replacement	\$159.00
251	Spa/Hot Tub – In-ground	\$489.00
252	Spa/Hot Tub – Above-Ground	\$249.00
253	Accessory Structures:	
254	Commercial Accessory Structure (Site-Built).....	\$200 minimum
255	<i>Permit Fees to be calculated via the</i>	
256	<i>International Code Council’s (ICC)</i>	
257	<i>preferred method. Valuation based on</i>	
258	<i>most current ICC building valuation data</i>	
259	<i>and using a multiplier of .010. This fee is</i>	
260	<i>the minimum and is non-refundable.</i>	
261	Commercial Accessory Structure – Manufactured.....	\$189.00
262	Concrete Flatwork	\$159.00
263	Retaining Wall.....	\$159.00
264	Porch or Deck.....	\$189.00
265	Covered Porch or Deck	\$249.00
266	Pole Barn – Non-Ag Exempt.....	\$249.00

267	Accessory Structure – Misc.....	\$159.00 minimum
268		<i>Or the stated valuation</i>
269		<i>using a multiplier of .010</i>
270		<i>plus DBPR & BCAIB</i>
271	Metal Carport – No Concrete	\$159.00
272	Demolition:	
273	Commercial Demolition – Interior	\$159.00
274	Commercial Demolition - Exterior	\$279.00
275	Signs:	
276	Wall Mount – 1 st sign	\$129.00
277	Wall Mount – Each Additional	\$89.00
278	Monument	\$189.00
279	Misc. Building:	
280	Moving of Structure	\$489.00
281	Modular Building DBPR Approved – Per section	\$279.00
282	Commercial Doors & Windows.....	\$159.00
283	Additional Inspections:	
284	Commercial Re-inspection.....	\$85.00
285	Commercial After-Hours.....	\$175.00 per hour with a minimum of two hours
286	(8) Mobile Homes and Modular Residential Buildings	
287	Manufactured Homes:	
288	Manufactured Home	\$489.00
289	<i>Includes A/C and Electric with</i>	
290	<i>Subcontractors listed on Affidavit</i>	
291	Used MH Pre-Inspection – In City Limits	\$159.00

292	Used MH Pre-Inspection – Outside	\$859.00
293	<i>Includes up to 4 hours travel roundtrip.</i>	
294	<i>Travel time that results in more than 4</i>	
295	<i>hours will be calculated at time of</i>	
296	<i>application and be based on an additional</i>	
297	<i>\$185.00 an hour, plus mileage. Calculated</i>	
298	<i>roundtrip times in excess of 8 hours will be</i>	
299	<i>not be provided.</i>	
300	(9) Residential Permit	
301	Residential New	
302	Construction and Additions	
303		<i>Permit Fees to be</i>
304		<i>calculated via the</i>
305		<i>International Code</i>
306		<i>Council's (ICC)</i>
307		<i>preferred method.</i>
308		<i>Valuation based on</i>
309		<i>most current ICC</i>
310		<i>building valuation data</i>
311		<i>and using a multiplier</i>
312		<i>of .00725 plus DBPR &</i>
		<i>BCAIB</i>
313	Residential Renovations	
314	(Includes windows & doors)	\$129.00 minimum
315		<i>Or the stated valuation</i>
316		<i>using a multiplier of</i>
317		<i>.00725 plus DBPR &</i>
318		<i>BCAIB</i>
319	Residential Garage Door	\$129.00
320	Residential Early Start with Deferred Submittals	\$400.00
321	<i>Permit issued and allowance to work up</i>	
322	<i>to equal to the reviewed submittals. This</i>	
323	<i>is at the discretion of the building official.</i>	

324	Roof Repairs and Replacements:	
325	Residential Re-Roof	\$159.00
326	Residential Roof-Over	\$189.00
327	Residential Roof Repairs	\$129.00
328	<i>(Over 100 sq. ft, less than 25% of roof)</i>	
329	Mechanical:	
330	Residential Mechanical Change-out	\$129.00
331		<i>per unit</i>
332	Residential Fuel Gas Install	\$129.00
333	<i>(Does not Include utility fees)</i>	
334	Residential HVAC – Misc.	\$159.00
335	Electric:	
336	Residential Temporary Electric –	\$129.00
337	<i>(excluding utility fees)</i>	
338	Residential Panel/Service Replacement	\$129.00
339		<i>per unit</i>
340	Residential Generator	\$159.00
341	Residential Low Voltage	\$129.00
342	<i>(excluding fire alarm)</i>	
343	Electrical Compliance	\$89.00
344	Residential New Electrical Service	\$129.00
345	Residential Electric Vehicle Charging System	\$129.00
346	Residential Electric – Misc.	\$129.00 minimum
347		<i>Or the stated valuation</i>
348		<i>using a multiplier of .008</i>
349		<i>plus DBPR & BCAIB</i>

350	Solar:	
351	Residential Solar System.....	\$249.00
352	Residential Solar Water Heater	\$159.00
353	Plumbing:	
354	Residential Water Service.....	\$89.00
355	Residential Sewer	\$89.00
356	Backflow Prevention Device	\$89.00
357	Residential Water Heater	\$89.00
358	Residential Re-pipe	\$129.00
359	Residential Plumbing – Misc.....	\$129.00
360	Residential Irrigation.....	\$89.00
361	Swimming Pools:	
362	Residential In-ground – Concrete	\$429.00
363	Residential In-ground – Fiberglass.....	\$359.00
364	Residential Above Ground Pool	\$159.00
365	Residential Pump or Heater Replacement	\$129.00
366	Residential Spa/Hot Tub – In-ground	\$279.00
367	Residential Spa/Hot Tub – Above Ground.....	\$129.00
368	Portable Pool or Hot Tub – Courtesy Safety Inspection	\$0.00

369	Residential Accessory Structures:
370	Residential Accessory Structure – Site-Built..... \$200 minimum
371	<i>Permit Fees to be</i>
372	<i>calculated via the</i>
373	<i>International Code</i>
374	<i>Council's (ICC) preferred</i>
375	<i>method. Valuation based</i>
376	<i>on most current ICC</i>
377	<i>building valuation data</i>
378	<i>and using a multiplier of</i>
379	<i>.010. This fee is the</i>
380	<i>minimum and is non-</i>
381	<i>refundable.</i>
382	Residential Accessory Structure – Manufactured \$129.00
383	Concrete Flatwork \$129.00
384	Retaining Wall..... \$129.00
385	Porch or Deck..... \$159.00
386	Covered Porch or Deck \$189.00
387	Pole Barn – Non-Ag Exempt..... \$189.00
388	Accessory Structure – Misc..... \$159.00 minimum
389	<i>Or the stated valuation</i>
390	<i>using a multiplier of .010</i>
391	<i>plus DBPR & BCAIB</i>
392	Metal Carport – No Concrete \$159.00
393	Screen Enclosure – W/O Slab \$159.00
394	Screen Enclosure – W/ Slab \$249.00
395	Demolition:
396	Residential Demolition – Interior \$129.00
397	Residential Demolition - Structure \$189.00

398	Additional Inspections:	
399	Residential Re-Inspection	\$75.00
400	Residential After-Hours	\$125.00
401	(two hour minimum)	per hour
402	(10) Permit Renewal	
403	When renewing a building permit, the following percentage of the	
404	original permit fee shall be used to calculate the building fee (the	
405	percentage represents the work not yet completed). This shall not	
406	include electrical services.	
407	<u>Project Inspection Progress</u>	<u>Percentage of Original Permit Fee</u>
408	No inspections performed	100%
409	Slab inspection approved	
410	and slab poured	80%
411	Lintel inspection approved.....	60%
412	Framing and rough all	
413	inspections approved.....	40%
414	Insulation inspection approved.....	20%
415	For final inspections only.....	10%
416	Electrical, Plumbing, Fire, Gas,	
417	Mechanical Permit renewal fee.....	Renewal of sub
418		permits shall be the
419		minimum permit fee
420	(11) Misc. Building	
421	Misc. Building:	
422	Moving of Structure	\$489.00
423	Modular Building DBPR Approved – Per section	\$279.00

424	(12) Misc. Fees	
425	Other Fees:	
426	Commercial Fence	\$100.00
427	Residential Fence	\$75.00
428	Tree Removal	\$25.00
429	Gas Permit – City Utility – No Charge	\$00.00
430	Tree Removal	\$25.00
431	Underground Utilities Permit	\$189.00
432	Occupancy Inspection.....	\$89.00
433	(13) Private Provider	
434	Private Provider Plan Review.....	\$250.00 credit
435	Private Provider Inspection	\$75.00
436	<i>(building official determines</i>	<i>per inspection</i>
437	<i>number of inspections)</i>	
438	(14) Site Development Permit	
439	Site Development - Up To 15,000 Sq. Ft Impervious.....	\$500.00
440	Each Additional 5000 Sq. Ft	\$250.00
441	(15) Penalty Fees	
442	Hazardous Condition on Jobsite	\$200.00
443		<i>(per offense, per day)</i>
444	No construction toilet on	
445	site 72 hours after NTC	\$50.00
446		<i>(per offense, per day)</i>
447	No silt fence or improper silt	
448	fence on the construction site	
449	72 hours after NTC.....	\$150.00
450		<i>(per offense, per day)</i>

451	No waste container onsite	
452	72 hours after NTC.....	\$100.00
453		<i>(per offense, per day)</i>
454	Using other than city	
455	designated waste container	\$250.00
456		<i>(per occurrence)</i>
457	Uncontained trash and	
458	debris on construction site	\$100.00
459		<i>(per occurrence)</i>
460	Moving Used Manufactured or Mobile	
461	Home From Outside City Limits on	
462	Property Without Required Pre-Inspection.....	\$2500.00
463	<i>Pre-inspection fee is still required. Will</i>	
464	<i>also require double permit fee.</i>	
465	Stop Work Order (SWO)	\$100.00
466	<i>Must be paid before any further work</i>	
467	<i>can commence</i>	
468	Unlawful continuance after SWO	\$500.00
469		<i>(per offense, per day)</i>
470	(16) Utility Permits (Located outside of city limits)	
471	All inspections for Utility Permits for work located outside the city limits	
472	shall be inspected prior to covering or concealing of the installation. The	
473	fees for such inspections for work located outside the city limits shall be	
474	as follows:	
475	Building sanitary and/or water	
476	connection to City Sewer by contractor.....	\$100.00
477	Backflow Preventer for City Water	
478	Protection installed by contractor	\$89.00
479	<i>(due to Irrigation Systems and/or well</i>	
480	<i>located on Property)</i>	

481 Backflow Preventer for City Water
482 Protection installed by contractor \$89.00
483 *(due to Swimming Pool and/or Spa*
484 *located on Property)*

485 Hourly Charge for City Utility Workers
486 and equipment to Uncover the
487 above installations for Inspection.....\$500.00/hour
488 *(3-hour minimum charge. City workers*
489 *shall not make corrections and are not*
490 *responsible for damage due to uncovering*
491 *the installation)*

492 (17) Military Veteran Building Permit Discount

493 A city building permit fee shall be reduced by fifty (50) percent for an
494 honorably discharged veteran of the United States Armed Forces where
495 such permit is for work to be performed on a dwelling owned by the
496 veteran which is used as the veteran's residence. For purposes of this
497 provision, "Armed Forces" shall have the meaning set forth in Section
498 250.01, Florida Statutes (2024).

499 a. The reduced fee applies to all construction activity not just
500 improvements relating to a disability.

501 b. The discount can be coupled with any statutory exemption from
502 licensing and permitting fees, including, but not limited to the
503 exemption set forth in Section 295.16. Florida Statutes (2024).

504 c. The work to be performed pursuant to a permit obtained pursuant
505 to this provision of the Code of Ordinances shall be performed by a
506 Florida licensed contractor or the homeowner.

507 d. Except in the event of an applicable statutory exception, all fees
508 other than a building permit fee shall be paid at full value by the
509 veteran and no discount shall apply.

510 (18) Private Provider

511 An owner may use a private provider (as defined in Section 553.791,
512 Florida Statutes (2024)) at such owner's discretion. In the event an
513 owner uses a private provider the fee reductions set forth in the
514 applicable fee schedule shall be applied.

-
- 515 (19) Emergency Responder Communication Enhancement Systems
- 516 The 2024 Florida Statutes 633.202(18)(a) through (j), The Florida Fire
- 517 Prevention Code and its references, are hereby adopted, as amended
- 518 from time to time, as requirements for Emergency Responder
- 519 Communication Enhancement Systems (ERCES) and/or Bi-Directional
- 520 Amplifiers (BDA's).
- 521 (20) Fire Permits, plan review and inspections
- 522 Fire Review Fees Residential/Commercial Development (PUD's shall be
- 523 required to satisfy fire protection requirements based on planned
- 524 development).
- 525 Fire Plan Review..... \$0.03
- 526 (\$75.00 minimum) *per square foot*
- 527
- 528 Fire Inspection \$91.00
- 529 (Number TBD by Fire Marshal) *Per Inspection*
- 530 Fire Alarm Systems permit..... \$0.01
- 531 • *Fire plan review not included* *per square foot*
- 532 *(\$169.00 minimum)*
- 533 Fire Sprinkler Systems permit..... \$0.01
- 534 • *Fire plan review not included* *per square foot*
- 535 *(\$169.00 minimum)*
- 536 Change of building use/occupancy permit..... \$181.00
- 537 • *Fire inspection required*
- 538 • *Includes one inspection per type*
- 539 *(category)*
- 540 • *Does not include repairs/renovations/*
- 541 *corrections/ alterations*
- 542 Hood Systems permit \$181.00
- 543 • *includes Fire Inspector's test* *per hood system*
- 544 • *does not include mechanical permit for*
- 545 *hood installation*
- 546 • *Includes one inspection per type*
- 547 *(category)*

548	Residential Fire	
549	Sprinkler System Inspection	\$91.00
550	• <i>Fire plan review not included</i>	
551	• <i>1-2 family and mobile home</i>	
552	• <i>Includes one inspection per type (category)</i>	
553	Residential Fire Alarm System Inspection	\$91.00
554	• <i>Fire plan review not included</i>	
555	• <i>1-2 family and mobile home</i>	
556	• <i>Includes one inspection per type</i>	
557	<i>(category)</i>	
558	Hazardous Chemical Storage Inspection	\$181.00
559	• <i>Fire plan review not included)</i>	
560	<i>Includes one inspection per type</i>	
561	<i>(category)</i>	
562	Paint Booth Suppression Inspection.....	\$181.00
563	• <i>Fire plan review not included</i>	
564	• <i>Includes one inspection per type</i>	
565	<i>(category)</i>	
566	Fire Suppression (wet/dry) Inspection	\$181.00
567	• <i>Fire plan review not included</i>	
568	• <i>Includes one inspection per type</i>	
569	<i>(category)</i>	
570	Stand Pipe Inspection	\$121.00
571	• <i>Fire plan review not included</i>	
572	• <i>Includes one inspection per type</i>	
573	<i>(category)</i>	
574	Tent Inspection	\$121.00
575	• <i>Inspection required for tents</i>	<i>primary tent</i>
576	<i>exceeding 900 square feet</i>	<i>\$25.00 each</i>
577	• <i>Fire plan review not included</i>	<i>additional tent on</i>
578	• <i>Includes one inspection</i>	<i>property per permit</i>
579	<i>per type (category)</i>	

580	Fire System Monitoring Inspection.....	\$121.00
581	• <i>Fire plan review not included</i>	
582	• <i>Includes one inspection per type</i>	
583	<i>(category)</i>	
584	Remediation Systems	\$121.00
585	• <i>Includes one inspection per type</i>	
586	<i>(category)</i>	
587	Fire underground mains inspection.....	\$181.00
588	• <i>Fire plan review not included</i>	1 st 200 linear ft.
589	• <i>Includes one inspection per</i>	\$50.00 each additional
590	<i>type (category)</i>	200 linear ft. or fraction
591		thereof
592	Food Vendors/Food Truck	
593	(Open Air Vendor) Inspections	\$45.00
594	• <i>Includes one inspection per type</i>	per truck or food vendor
595	<i>(category)</i>	
596	Sparkler Sales Inspection	\$105.00
597	• <i>Fire plan review not included</i>	per location
598	• <i>Pursuant to Ch. 791, Florida Statutes</i>	
599	• <i>Includes one inspection per type</i>	
600	<i>(category)</i>	
601	Fire Works Sales Inspection	\$125.00
602	• <i>Fire plan review not included</i>	per location
603	• <i>Pursuant to Ch. 791, Florida Statutes</i>	
604	• <i>Includes one inspection per type</i>	
605	<i>(category)</i>	
606	Change of Tenant Permit/	
607	Inspection or Annual Inspection.....	\$65.00
608	• <i>Includes one inspection per type</i>	
609	<i>(category)</i>	
610	Commercial access gates inspection	\$75.00
611	• <i>Includes residential subdivisions</i>	
612	• <i>Includes one inspection per type</i>	
613	<i>(category)</i>	
614	• <i>Fire plan review not included</i>	

615	Fire Site Plan Review.....	\$125.00
616	• <i>Fire Department access, fire hydrant(s) locations</i>	
617	• <i>Includes one inspection per type</i>	
618	<i>(category)</i>	
619	FALSE ALARMS	
620	• Two per month allowable with no charge	
621	• Third and Fourth false alarms in a month	\$250.00
622		<i>per occurrence</i>
623	• Fifth and further false alarms	\$350.00
624		<i>per occurrence</i>
625	Each required Fire inspection type (category) is one inspection for each	
626	type. Additional inspection of the same type are \$50.00 per inspection.	
627	Re-inspection fee for rejected Fire inspection (must be paid in advance	
628	before second inspection is made) \$50.00.	

Sec. 22-5. Amended Florida Building Code: Chapter 1 -- Scope and Administration

(a) SCOPE AND APPLICATION

PART 1 GENERAL

a-101.1 Title. These regulations shall be known as the Florida Building Code, hereinafter referred to as “this code.”

b-101.2 Scope. The provisions of this code shall apply to the construction, alteration, relocation, enlargement, replacement, repair, equipment, use and occupancy, location, maintenance, removal and demolition of every building or structure or any appurtenances connected or attached to such buildings or structures.

Exceptions:

1. Detached one-and two-family dwellings and multiple single-family dwellings (townhouses) not more than three stories above grade plane in height with a separate means of egress, and their accessory structures not more than three stories above grade plane in height, shall comply with this Code or the Florida Building Code, Residential.
2. Code requirements that address snow loads and earthquake protection shall not be utilized or enforced.

b.1-101.2.1 Appendices. Provisions in the appendices shall not apply unless specifically adopted. Building Appendices A, B, C, E, F, H, I, K. Plumbing Appendices C, E, F. Fuel Gas Appendices A, B, C, D. Residential Appendices A, B, C, D E, F, G, J, M, N, P, Q.

b.2-101.2.2 Residential construction standards or practices which are not covered by Florida Building Code, Residential volume shall be in accordance with the provisions of Florida Building Code, Building.

c-101.3 Intent. The purpose of this code is to establish the minimum requirements to provide a reasonable level of safety, public health and general welfare through structural strength, means of egress facilities, stability, sanitation, adequate light and ventilation, energy conservation, and safety to life and property from fire and other hazards attributed to the built environment and to provide a reasonable level of safety to fire fighters and emergency responders during emergency operations.

c.1-101.3.1 Quality control. Quality control of materials and workmanship is not within the purview of this code except as it relates to the purposes stated herein.

c.2-101.3.2 Warranty and Liability. The permitting, plan review or inspection of any building, system or plan by this jurisdiction, under the requirements of this code, shall not be construed in any court as a warranty of the physical condition of such building, system or plan or their adequacy. This jurisdiction shall not be liable in tort for damages or hazardous or illegal condition or inadequacy in such building, system or plan, nor for any failure of any component of such, which may occur subsequent to such inspection or permitting.

d-101.4 Referenced codes. The other codes listed in Paragraphs d.1-101.4.1 through d.9-101.4.9 and referenced elsewhere in this code shall be considered part of the requirements of this code to the prescribed extent of each such reference.

d.1-101.4.1 Gas. The provisions of the Florida Building Code, Fuel Gas shall apply to the installation of gas piping from the point of delivery, gas appliances and related accessories as covered in this code. These requirements apply to gas piping systems extending from the point of delivery to the inlet connections of appliances and the installation and operation of residential and commercial gas appliances and related accessories.

d.2-101.4.2 Mechanical. The provisions of the Florida Building Code, Mechanical shall apply to the installation, alterations, repairs and replacement of mechanical systems, including equipment, appliances, fixtures, fittings and/or appurtenances, including ventilating, heating, cooling, air-conditioning and refrigeration systems, incinerators and other energy related systems.

d.3-101.4.3 Plumbing. The provisions of the Florida Building Code, Plumbing shall apply to the installation, alteration, repair and replacement of plumbing systems, including equipment, appliances, fixtures, fittings and appurtenances, and where connected to a water or sewage system and all aspects of a medical gas system.

d.4-101.4.4 Property maintenance. The provisions of the International Property Maintenance Code as adopted by ordinance shall apply to existing structures and premises; equipment and facilities; light, ventilation, space heating, sanitation, life and fire safety hazards; responsibilities of owners, operators and occupants; and occupancy of existing premises and structures.

d.5-101.4.5 Fire prevention. For provisions related to fire prevention, refer to the Florida Fire Prevention Code. The Florida Fire Prevention Code shall apply to matters affecting or relating to structures, processes and premises from the hazard of fire and explosion arising from the storage, handling or use of structures, materials or devices; from conditions hazardous to life, property or public welfare in the occupancy of structures or premises; and from the construction, extension, repair, alteration or removal of fire suppression, automatic sprinkler systems and alarm systems or fire hazards in the structure or on the premises from occupancy or operation.

d.6-101.4.6 Energy. The provisions of the Florida Building Code, Energy Conservation shall apply to all matters governing the design and construction of buildings for energy efficiency.

d.7-101.4.7 Existing buildings. The provisions of the Florida Building Code, Existing Building shall apply to matters governing the repair, alteration, change of occupancy, addition to and relocation of existing buildings.

d.8-101.4.8 Accessibility. For provisions related to accessibility, refer to the Florida Building Code, Accessibility.

d.9-101.4.9 Manufactured buildings. For additional administrative and special code requirements, see Section 458, Florida Building Code, Building, and Rule 61-41 F.A.C.

e-101.5 Interpretation of References. Unless otherwise specifically provided, any reference to a body of text in this Section 22-5, by reference to "Section", "Part", "Paragraph", "Subparagraph", or other similar reference, which body of text is included in this Section 22-5, shall include any subordinate or subparts to such referenced body of text.

PART 2 APPLICABILITY

a-102.1 General. Where there is a conflict between a general requirement and a specific requirement, the specific requirement shall be applicable. Where, in any specific case, different parts, paragraphs, or sections of this code specify different materials, methods of construction or other requirements, the most restrictive shall govern.

a.1-102.1.1 The Florida Building Code does not apply to, and no code enforcement action shall be brought with respect to, zoning requirements, land use requirements and owner specifications or programmatic requirements which do not pertain to and govern the design, construction, erection, alteration, modification, repair or demolition of public or private buildings, structures or facilities or to programmatic requirements that do not pertain to enforcement of the Florida Building Code. Additionally, a local code enforcement agency may not administer or enforce the Florida Building Code, Building to prevent the siting of any publicly owned facility, including, but not limited to, correctional facilities, juvenile justice facilities, or state universities, community colleges, or public education facilities, as provided by law.

b-102.2 Building. The provisions of the Florida Building Code shall apply to the construction, erection, alteration, modification, repair, equipment, use and occupancy, location, maintenance, removal and demolition of every public and private building, structure or facility or floating residential structure, or any appurtenances connected or attached to such buildings, structures or facilities. Additions, alterations, repairs and changes of use or occupancy group in all buildings and structures shall comply with the provisions provided in the Florida Building Code, Existing Building. The following buildings, structures and facilities are exempt from

the Florida Building Code as provided by law, and any further exemptions shall be as determined by the legislature and provided by law:

(a) Building and structures specifically regulated and preempted by the federal government.

(b) Railroads and ancillary facilities associated with the railroad.

(c) Nonresidential farm buildings on farms.

(d) Temporary buildings or sheds used exclusively for construction purposes.

(e) Mobile or modular structures used as temporary offices, except that the provisions of Part II (Sections 553.501-553.513, Florida Statutes) relating to accessibility by persons with disabilities shall apply to such mobile or modular structures. Permits shall be required for structural support and tie-down, electric supply and all other such utility connections to such mobile or modular structures as required by this jurisdiction.

(f) Those structures or facilities of electric utilities, as defined in Section 366.02, Florida Statutes, which are directly involved in the generation, transmission, or distribution of electricity.

(g) Temporary sets, assemblies, or structures used in commercial motion picture or television production, or any sound-recording equipment used in such production, on or off the premises.

(h) Chickees constructed by the Miccosukee Tribe of Indians of Florida or the Seminole Tribe of Florida. As used in this paragraph, the term "chickee" means an open-sided wooden hut that has a thatched roof of palm or palmetto or other traditional materials, and that does not incorporate any electrical, plumbing, or other non-wood features.

(i) Family mausoleums not exceeding 250 square feet (23 m2) in area which are prefabricated and assembled on site or preassembled and delivered on site and have walls, roofs, and a floor constructed of granite, marble, or reinforced concrete.

(j) Temporary housing provided by the Department of Corrections to any prisoner in the state correctional system.

(k) A building or structure having less than 1,000 square feet (93 m²) which is constructed and owned by a natural person for hunting and which is repaired or reconstructed to the same dimension and condition as existed on January 1, 2011, if the building or structure:

1. Is not rented or leased or used as a principal residence;
2. Is not located within the 100-year flood plain according to the Federal Emergency Management Agency's current Flood Insurance Rate Map; and
3. Is not connected to an off-site electric power or water supply.

(l) A drone port as defined in s. 330.41(2).

b.1-102.2.1 In addition to the requirements of Sections 553.79 and 553.80, Florida Statutes, facilities subject to the provisions of Chapter 395, Florida Statutes, and Part II of Chapter 400, Florida Statutes, shall have facility plans reviewed and construction surveyed by the state agency authorized to do so under the requirements of Chapter 395, Florida Statutes, and Part II of Chapter 400, Florida Statutes, and the certification requirements of the federal government.

b.2-102.2.2 Residential buildings or structures moved into or within a county or municipality shall not be required to be brought into compliance with the state minimum building code in force at the time the building or structure is moved, provided:

1. The building or structure is structurally sound and in occupiable condition for its intended use;
2. The occupancy use classification for the building or structure is not changed as a result of the move;
3. The building is not substantially remodeled;
4. Current fire code requirements for ingress and egress are met;
5. Electrical, gas and plumbing systems meet the codes in force at the time of construction and are operational and safe for reconnection; and
6. Foundation plans are sealed by a professional engineer or architect licensed to practice in this state, if required by the Florida Building Code, Building for all residential buildings or structures of the same occupancy class.

See Florida Building Code, Existing Building Chapter 13 for additional requirements for Relocated or Moved Buildings

b.3-102.2.3 The building official shall apply the same standard to a moved residential building or structure as that applied to the remodeling of any comparable residential building or structure to determine whether the moved structure is substantially remodeled. The cost of the foundation on which the moved building or structure is placed shall not be included in the cost of remodeling for purposes of determining whether a moved building or structure has been substantially remodeled.

b.4-102.2.4 This part does not apply to the jurisdiction and authority of the Department of Agriculture and Consumer Services to inspect amusement rides or the Department of Financial Services to inspect state-owned buildings and boilers.

b.5-102.2.5 Each enforcement district or local enforcement agency shall be governed by a board, the composition of which shall be determined by the affected localities.

1. At its own option, each enforcement district or local enforcement agency may adopt rules granting to the owner of a single-family residence one or more exemptions from the Florida Building Code relating to:

a. Addition, alteration, or repairs performed by the property owner upon his or her own property, provided any addition, alteration or repair shall not exceed 1,000 square feet (93 m²) or the square footage of the primary structure, whichever is less.

b. Addition, alteration, or repairs by a nonowner within a specific cost limitation set by rule, provided the total cost shall not exceed \$5,000 within any 12-month period.

c. Building plans review and inspection fees.

2. However, the exemptions under subparagraph 1 do not apply to single-family residences that are located in mapped flood hazard areas, as defined in the code, unless the enforcement district or local enforcement agency has determined that the work, which is otherwise exempt, does not constitute a substantial improvement, including the repair of substantial damage, of such single-family residences.

3. Each code exemption, as defined in sub-subparagraphs 1a, 1b, and 1c shall be certified to the local board 10 days prior to implementation and shall only be effective in the territorial jurisdiction of the enforcement district or local enforcement agency implementing it.

b.6-102.2.6 This part does not apply to swings and other playground equipment accessory to a one- or two-family dwelling.

Exception: Electrical service to such playground equipment shall be in accordance with Chapter 27 of this code.

c-102.3 Application of references. References to chapter, part, paragraph, or section numbers, or to provisions not specifically identified by number, shall be construed to refer to such chapter, part, paragraph, section or provision of this code.

d-102.4 Referenced codes and standards. The codes and standards referenced in this code shall be considered part of the requirements of this code to the prescribed extent of each such reference and as further regulated in Paragraphs d.1-102.4.1 and d.2-102.4.2.

d.1-102.4.1 Conflicts. Where conflicts occur between provisions of this code and referenced codes and standards, the provisions of this code shall apply.

d.2-102.4.2 Provisions in referenced codes and standards. Where the extent of the reference to a referenced code or standard includes subject matter that is within the scope of this code or the Florida Codes listed in Paragraph d-101.4, the provisions of this code or the Florida Codes listed in Paragraph d-101.4, as applicable, shall take precedence over the provisions in the referenced code or standard.

e-102.5 Partial invalidity. In the event that any part or provision of this code is held to be illegal or void, this shall not have the effect of making void or illegal any of the other parts or provisions.

f-102.6 Existing structures. The legal occupancy of any structure existing on the date of adoption of this code shall be permitted to continue without change, except as otherwise specifically provided in this code, the Florida Building Code, Existing Building, International Property Maintenance Code or the Florida Fire Prevention Code.

f.1-102.6.1 Buildings not previously occupied. A building or portion of a building that has not been previously occupied or used for its intended purpose in accordance with the laws in existence at the time of its completion shall comply with the provisions of the Florida Building Code, Building or Florida Building Code, Residential, as applicable, for new construction or with any current permit for such occupancy.

f.2-102.6.2 Buildings previously occupied. The legal occupancy of any building existing on the date of adoption of this code shall be permitted to continue without change, except as otherwise specifically provided in this code, the Florida Fire Prevention Code, International Property Maintenance Code or as is deemed necessary by the building official for the general safety and welfare of the occupants and the public.

g-102.7 Relocation of manufactured buildings.

(1) Relocation of an existing manufactured building does not constitute an alteration.

(2) A relocated building shall comply with wind speed requirements of the new location, using the appropriate wind speed map. If the existing building was manufactured in compliance with the Standard Building Code (prior to March 1, 2002), the wind speed map of the Standard Building Code shall be applicable. If the existing building was manufactured in compliance with the Florida Building Code (on or after March 1, 2002), the wind speed map of the Florida Building Code shall be applicable.

(3) A relocated building shall comply with the flood hazard area requirements of the new location, if applicable.

h-102.8 Existing mechanical equipment. An agency or local government may not require that existing mechanical equipment located on or above the surface of a roof be installed in compliance with the requirements of the Florida Building Code except during reroofing when the equipment is being replaced or moved and is not in compliance with the provisions of the Florida Building Code relating to roof-mounted mechanical units.

(b) ADMINISTRATION AND ENFORCEMENT

PART 3 DEPARTMENT OF BUILDING SAFETY

a-103.1 Creation of enforcement agency. The Department of Building Safety is hereby created and the official in charge thereof shall be known as the building official.

b-103.2 Appointment. The building official shall be appointed by the chief appointing authority of the jurisdiction.

c-103.3 Deputies. In accordance with the prescribed procedures of this jurisdiction and with the concurrence of the appointing authority, the building official shall have the authority to appoint a deputy building official, the related technical officers, inspectors, plan examiners and other employees. Such employees shall have powers as delegated by the building official.

For the maintenance of existing properties, see the International Property Maintenance Code.

PART 4 DUTIES AND POWERS OF BUILDING OFFICIAL

a-104.1 General. The building official is hereby authorized and directed to enforce the provisions of this code. The building official shall have the authority to render interpretations of this code and to adopt policies and procedures in order to clarify the application of its provisions. Such interpretations, policies and procedures shall be in compliance with the intent and purpose of this code. Such policies and procedures shall not have the effect of waiving requirements specifically provided for in this code.

b-104.2 Applications and permits. The building official shall receive applications, review construction documents and issue permits for the erection, and alteration, demolition and moving of buildings and structures, inspect the premises for which such permits have been issued and enforce compliance with the provisions of this code.

b.1-104.2.1 Determination of substantially improved or substantially damaged existing buildings and structures in flood hazard areas. For applications for reconstruction, rehabilitation, repair, alteration, addition or other improvement of existing buildings or structures located in flood hazard areas, the building official shall determine if the proposed work constitutes substantial improvement or repair of substantial damage.

Where the building official determines that the proposed work constitutes substantial improvement or repair of substantial damage, and where required by this code, the building official shall require the building to meet the requirements of Section 1612 or R322 of the Florida Building Code, Residential, as applicable.

c-104.3 Notices and orders. The building official shall issue all necessary notices or orders to ensure compliance with this code.

d-104.4 Inspections. The building official shall make all of the required inspections, or the building official shall have the authority to accept reports of inspection by approved agencies or individuals. Reports of such inspections shall be in writing and be certified by a responsible officer of such approved agency or by the responsible individual. The building official is authorized to engage such expert opinion as deemed necessary to report upon unusual technical issues that arise, subject to the approval of the appointing authority.

e-104.5 Identification. The building official shall carry proper identification when inspecting structures or premises in the performance of duties under this code.

f-104.6 Right of entry. Where it is necessary to make an inspection to enforce the provisions of this code, or where the building official has reasonable cause to believe that there exists in a structure or upon a premises a condition which is contrary to or in violation of this code which makes the structure or premises unsafe, dangerous or hazardous, the building official is authorized to enter the structure or premises at reasonable times to inspect or to perform the duties imposed by this code, provided that if such structure or premises be occupied that credentials be presented to the occupant and entry requested. If such structure or premises is unoccupied, the building official shall first make a reasonable effort to locate the owner or other person having charge or control of the structure or premises and request entry. If entry is refused, the building official shall have recourse to the remedies provided by law to secure entry.

g-104.7 Department records. The building official shall keep official records of applications received, permits and certificates issued, fees collected, reports of inspections, and notices and orders issued. Such

records shall be retained in the official records for the period required for retention of public records per FS 119.

h-104.8 Liability. The building official, member of the board of appeals or employee charged with the enforcement of this code, while acting for the jurisdiction in good faith and without malice in the discharge of the duties required by this code or other pertinent law or ordinance, shall not thereby be civilly or criminally rendered liable personally and is hereby relieved from personal liability for any damage accruing to persons or property as a result of any act or by reason of an act or omission in the discharge of official duties. Any suit instituted against an officer or employee because of an act performed by that officer or employee in the lawful discharge of duties and under the provisions of this code shall be defended by legal representative of the jurisdiction until the final termination of the proceedings. The building official or any subordinate shall not be liable for cost in any action, suit or proceeding that is instituted in pursuance of the provisions of this code.

h.1-104.8.1 Legal defense. Any suit or criminal complaint instituted against an officer or employee because of an act performed by that officer or employee in the lawful discharge of duties and under the provisions of this code shall be defended by legal representatives of the jurisdiction until the final termination of the proceedings. The building official or any subordinate shall not be liable for cost in any action, suit or proceeding that is instituted in pursuance of the provisions of this code.

i-104.9 Approved materials and equipment. Materials, equipment and devices approved by the building official shall be constructed and installed in accordance with such approval.

i.1-104.9.1 Used materials and equipment. The use of used materials that meet the requirements of this code for new materials is permitted. Used equipment and devices shall not be reused unless approved by the building official.

j-104.10 Modifications. Wherever there are practical difficulties involved in carrying out the provisions of this code, the building official shall have the authority to grant modifications for individual cases, upon application of the owner or owner's representative, provided the building official shall first find that special individual reason makes the strict letter of this code impractical and the modification is in compliance with the intent and

1027 purpose of this code and that such modification does not lessen health,
1028 accessibility, life and fire safety, or structural requirements. The details of
1029 action granting modifications shall be recorded and entered in the files of
1030 the department of building safety.

1031 j.1-104.10.1 Flood hazard areas. The building official shall coordinate with
1032 the floodplain administrator to review requests submitted to the building
1033 official that seek approval to modify the strict application of the flood
1034 resistant construction requirements of the Florida Building Code to
1035 determine whether such requests require the granting of a variance
1036 pursuant to Part 17.

1037 k-104.11 Alternative materials, design and methods of construction and
1038 equipment. The provisions of this code are not intended to prevent the
1039 installation of any material or to prohibit any design or method of
1040 construction not specifically prescribed by this code, provided that any
1041 such alternative has been approved. An alternative material, design or
1042 method of construction shall be approved where the building official finds
1043 that the proposed alternative meets all of the following:

1044 1. The alternative material, design or method of construction is
1045 satisfactory and complies with the intent of the provisions of this
1046 code,

1047 2. The material, method or work offered is, for the purpose intended,
1048 not less than the equivalent of that prescribed in this code as it
1049 pertains to the following:

1050 2.1. Quality.

1051 2.2. Strength.

1052 2.3. Effectiveness.

1053 2.4. Fire resistance.

1054 2.5. Durability.

1055 2.6. Safety.

1056 Where the alternative material, design or method of construction is not
1057 approved, the building official shall respond in writing, stating the reasons
1058 why the alternative was not approved.

k.1-104.11.1 Research reports. Supporting data, where necessary to assist in the approval of materials or assemblies not specifically provided for in this code, shall consist of valid research reports from approved sources.

k.2-104.11.2 Tests. Whenever there is insufficient evidence of compliance with the provisions of this code, or evidence that a material or method does not conform to the requirements of this code, or in order to substantiate claims for alternative materials or methods, the building official shall have the authority to require tests as evidence of compliance to be made at no expense to the jurisdiction. Test methods shall be as specified in this code or by other recognized test standards. In the absence of recognized and accepted test methods, the building official shall approve the testing procedures. Tests shall be performed by an approved agency. Reports of such tests shall be retained by the building official for the period required for retention of public records.

l-104.12 Requirements not covered by code. Any requirements necessary for strength, stability or proper operation of an existing or proposed building, structure, electrical, gas, mechanical or plumbing system, or for the public safety, health and general welfare, not specifically covered by this or other technical codes, shall be determined by the building official.

PART 5 PERMITS

a-105.1 Required. Any owner or owner's authorized agent who intends to construct, enlarge, alter, repair, move, demolish or change the occupancy of a building or structure, or to erect, install, enlarge, alter, repair, remove, convert or replace any impact-resistant coverings, electrical, gas, mechanical or plumbing system, the installation of which is regulated by this code, or to cause any such work to be performed, shall first make application to the building official and obtain the required permit.

a.1-105.1.1 Annual facility permit. In lieu of an individual permit for each alteration to an existing electrical, gas, mechanical, plumbing or interior nonstructural office system(s), the building official is authorized to issue an annual permit for any occupancy to facilitate routine or emergency service, repair, refurbishing, minor renovations of service systems or manufacturing equipment installations/relocations. The building official shall be notified of major changes and shall retain the right to make inspections at the facility site as deemed necessary. An annual facility permit shall be assessed with an annual fee and shall be valid for one year

1095 from date of issuance. A separate permit shall be obtained for each facility
1096 and for each construction trade, as applicable. The permit application
1097 shall contain a general description of the parameters of work intended to
1098 be performed during the year.

1099 a.2-105.1.2 Annual Facility permit records. The person to whom an annual
1100 permit is issued shall keep a detailed record of alterations made under
1101 such annual permit. The building official shall have access to such records
1102 at all times or such records shall be filed with the building official as
1103 designated.

1104 a.3-105.1.3 Food permit. In accordance with Section 500.12, Florida
1105 Statutes, a food permit from the Department of Agriculture and
1106 Consumer Services is required of any person who operates a food
1107 establishment or retail store.

1108 a.4-105.1.4 Public swimming pool. The local enforcing agency may not
1109 issue a building permit to construct, develop, or modify a public swimming
1110 pool without proof of application, whether complete or incomplete, for
1111 an operating permit pursuant to Section 514.031, Florida Statutes. A
1112 certificate of completion or occupancy may not be issued until such
1113 operating permit is issued. The local enforcing agency shall conduct their
1114 review of the building permit application upon filing and in accordance
1115 with Chapter 553, Florida Statutes. The local enforcing agency may confer
1116 with the Department of Health, if necessary, but may not delay the
1117 building permit application review while awaiting comment from the
1118 Department of Health.

1119 b-105.2 Work exempt from permit. Exemptions from permit
1120 requirements of this code shall not be deemed to grant authorization for
1121 any work to be done in any manner in violation of the provisions of this
1122 code or any other laws or ordinances of this jurisdiction, to include work
1123 in any special flood hazard area. Exemptions granted under this paragraph
1124 do not relieve the owner or contractor from their duty to comply with
1125 applicable provisions of the Florida Building Code, and requirements of
1126 the local floodplain management ordinance. Permits shall not be required
1127 for the following:

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- 1128 **Building:**
- 1129 1. One-story detached engineered accessory structures used as tool
- 1130 and storage sheds, playhouses and similar uses, provided the floor
- 1131 area does not exceed 250 square feet (11 m²).
- 1132 2. Fences not over 6 feet (1829 mm) high.
- 1133 3. Oil derricks.
- 1134 4. Retaining walls that are not over 4 feet (1219 mm) in height
- 1135 measured from the bottom of the footing to the top of the wall,
- 1136 unless supporting a surcharge or impounding Class I, II or IIIA liquids.
- 1137 5. Water tanks supported directly on grade if the capacity does not
- 1138 exceed 5,000 gallons (18 925 L) and the ratio of height to diameter or
- 1139 width does not exceed 2:1.
- 1140 6. Sidewalks and driveways not more than 30 inches (762 mm) above
- 1141 adjacent grade, and not over any basement or story below and are
- 1142 not part of an accessible route.
- 1143 7. Painting, papering, tiling, carpeting, cabinets, counter tops and
- 1144 similar finish work.
- 1145 8. Temporary motion picture, television and theater stage sets and
- 1146 scenery.
- 1147 9. Prefabricated swimming pools accessory to a Group R-3 occupancy
- 1148 that are less than 24 inches (610 mm) deep, do not exceed 5,000
- 1149 gallons (18 925 L) and are installed entirely above ground.
- 1150 10. Shade cloth structures constructed for nursery or agricultural
- 1151 purposes, not including service systems.
- 1152 11. Swings and other playground equipment accessory to detached
- 1153 one- and two-family dwelling except for the electrical service.
- 1154 12. Window awnings supported by an exterior wall that do not
- 1155 project more than 54 inches (1372 mm) from the exterior wall and do
- 1156 not require additional support, of Groups R-3 and U occupancies.
- 1157 13. Non-fixed and movable fixtures, cases, racks, counters and
- 1158 partitions not over 5 feet 9 inches (1753 mm) in height.

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- 1159 **Electrical:**
- 1160 Repairs and maintenance: Minor repair work, including the
- 1161 replacement of lamps or the connection of approved portable
- 1162 electrical equipment to approved permanently installed receptacles.
- 1163 Radio and television transmitting stations: The provisions of this code
- 1164 shall not apply to electrical equipment used for radio and television
- 1165 transmissions, but do apply to equipment and wiring for a power
- 1166 supply and the installations of towers and antennas.
- 1167 Temporary testing systems: A permit shall not be required for the
- 1168 installation of any temporary system required for the testing or
- 1169 servicing of electrical equipment or apparatus.
- 1170 **Gas:**
- 1171 1. Portable heating appliance.
- 1172 2. Replacement of any minor part that does not alter approval of
- 1173 equipment or make such equipment unsafe.
- 1174 **Mechanical:**
- 1175 1. Portable heating appliance.
- 1176 2. Portable ventilation equipment.
- 1177 3. Portable cooling unit.
- 1178 4. Steam, hot or chilled water piping within any heating or cooling
- 1179 equipment regulated by this code.
- 1180 5. Replacement of any part that does not alter its approval or make
- 1181 it unsafe.
- 1182 6. Portable evaporative cooler.
- 1183 7. Self-contained refrigeration system containing 10 pounds (4.54 kg)
- 1184 or less of refrigerant and actuated by motors of 1 horsepower (0.75
- 1185 kW) or less.
- 1186 8. The installation, replacement, removal or metering of any load
- 1187 management control device.
- 1188 **Plumbing:**
- 1189 1. The stopping of leaks in drains, water, soil, waste or vent pipe,
- 1190 provided, however, that if any concealed trap, drain pipe, water, soil,

1191 waste or vent pipe becomes defective and it becomes necessary to
1192 remove and replace the same with new material, such work shall be
1193 considered as new work and a permit shall be obtained and
1194 inspection made as provided in this code.

1195 2. The clearing of stoppages or the repairing of leaks in pipes, valves
1196 or fixtures and the removal and reinstallation of water closets,
1197 provided such repairs do not involve or require the replacement or
1198 rearrangement of valves, pipes or fixtures.

1199 b.1-105.2.1 Emergency repairs. Where equipment replacements and
1200 repairs must be performed in an emergency situation, the permit
1201 application shall be submitted within the next working business day to the
1202 building official.

1203 b.2-105.2.2 Minor repairs. Ordinary minor repairs may be made with the
1204 approval of the building official without a permit, provided the repairs do
1205 not include the cutting away of any wall, partition or portion thereof, the
1206 removal or cutting of any structural beam or load-bearing support, or the
1207 removal or change of any required means of egress, or rearrangement of
1208 parts of a structure affecting the egress requirements; nor shall ordinary
1209 repairs include addition to, alteration of, replacement or relocation of any
1210 standpipe, water supply, sewer, drainage, drain leader, gas, soil, waste,
1211 vent or similar piping, electric wiring systems or mechanical equipment or
1212 other work affecting public health or general safety, and such repairs shall
1213 not violate any of the provisions of the technical codes.

1214 b.3-105.2.3 Public service agencies. A permit shall not be required for the
1215 installation, alteration or repair of generation, transmission, distribution
1216 or metering or other related equipment that is under the ownership and
1217 control of public service agencies by established right.

1218 c-105.3 Application for permit. To obtain a permit, the applicant shall first
1219 file an application therefor in writing on a form furnished by the building
1220 department for that purpose.

1221 Permit application forms shall be in the format prescribed by a local
1222 administrative board, if applicable, and must comply with the
1223 requirements of Sections 713.135(5) and (6), Florida Statutes.

1224 Each application shall be inscribed with the date of application, and
1225 the code in effect as of that date. For a building permit for which an
1226 application is submitted prior to the effective date of the Florida

1227 Building Code, the state minimum building code in effect in the
1228 permitting jurisdiction on the date of the application governs the
1229 permitted work for the life of the permit and any extension granted
1230 to the permit.

1231 Effective October 1, 2017, a local enforcement agency shall post each
1232 type of building permit application on its website. Completed
1233 applications must be able to be submitted electronically to the
1234 appropriate building department. Accepted methods of electronic
1235 submission include, but are not limited to, e-mail submission of
1236 applications in portable document format or submission of
1237 applications through an electronic fill-in form available on the
1238 building department's website or through a third-party submission
1239 management software. Payments, attachments, or drawings
1240 required as part of the application may be submitted in person in a
1241 nonelectronic format, at the discretion of the building official.

1242 c.1-105.3.1 Action on application. The building official shall examine or
1243 cause to be examined applications for permits and amendments thereto
1244 within a reasonable time after filing. If the application or the construction
1245 documents do not conform to the requirements of pertinent laws, the
1246 building official shall reject such application in writing, stating the reasons
1247 therefor. If the building official is satisfied that the proposed work
1248 conforms to the requirements of this code and laws and ordinances
1249 applicable thereto, the building official shall issue a permit therefor as
1250 soon as practicable. When authorized through contractual agreement
1251 with a school board, in acting on applications for permits, the building
1252 official shall give first priority to any applications for the construction of,
1253 or addition or renovation to, any school or educational facility.

1254 c.1.(i)-105.3.1.1 If a state university, Florida college or public school
1255 district elects to use a local government's code enforcement offices, fees
1256 charged by counties and municipalities for enforcement of the Florida
1257 Building Code on buildings, structures, and facilities of state universities,
1258 state colleges, and public school districts shall not be more than the actual
1259 labor and administrative costs incurred for plans review and inspections
1260 to ensure compliance with the code.

1261 c.1.(ii)-105.3.1.2 No permit may be issued for any building construction,
1262 erection, alteration, modification, repair, or addition unless the applicant
1263 for such permit provides to the enforcing agency which issues the permit

any of the following documents which apply to the construction for which the permit is to be issued and which shall be prepared by or under the direction of an engineer registered under Chapter 471, Florida Statutes:

1. Plumbing documents for any new building or addition which requires a plumbing system with more than 250 fixture units or which costs more than \$125,000.

2. Fire sprinkler documents for any new building or addition which includes a fire sprinkler system which contains 50 or more sprinkler heads. Personnel as authorized by chapter 633 Florida Statutes, may design a new fire protection system of 49 or fewer sprinklers; may design the alteration of an existing fire sprinkler system if the alteration consists of the relocation, addition or deletion of 249 or fewer sprinklers and the addition of up to 49 sprinklers, as long as the cumulative total number of fire sprinklers being added, relocated, or deleted does not exceed 249, notwithstanding the size of the existing fire sprinkler system; or may design the alteration of an existing fire sprinkler system if the alteration consists of the relocation or deletion of 249 or fewer sprinklers, notwithstanding the size of the existing fire sprinkler system, if there is no change of occupancy of the affected areas, as defined in this Code and the Florida Fire Prevention Code, and there is no change in the water demand as defined in NFPA 13, "Standard for the Installation of Sprinkler Systems," and if the occupancy hazard classification as defined in NFPA 13 is reduced or remains the same as a result of the alteration.

3. Heating, ventilation, and air-conditioning documents for any new building or addition which requires more than a 15-ton-per-system capacity which is designed to accommodate 100 or more persons or for which the system costs more than \$125,000. This paragraph does not include any document for the replacement or repair of an existing system in which the work does not require altering a structural part of the building or for work on a residential one-, two-, three-, or four-family structure.

An air-conditioning system may be designed by an installing air-conditioning contractor certified under Chapter 489, Florida Statutes, to serve any building or addition which is designed to accommodate fewer than 100 persons and requires an air-conditioning system with a value of \$125,000 or less; and when a 15-ton-per system or less is

1301 designed for a singular space of a building and each 15-ton system or
1302 less has an independent duct system. Systems not complying with the
1303 above require design documents that are to be sealed by a
1304 professional engineer.

1305 Example 1: When a space has two 10-ton systems with each
1306 having an independent duct system, the contractor may design
1307 these two systems since each unit (system) is less than 15 tons.

1308 Example 2: Consider a small single-story office building which
1309 consists of six individual offices where each office has a single
1310 three-ton package air conditioning heat pump. The six heat
1311 pumps are connected to a single water cooling tower. The cost of
1312 the entire heating, ventilation and air-conditioning work is
1313 \$47,000 and the office building accommodates fewer than 100
1314 persons. Because the six mechanical units are connected to a
1315 common water tower, this is considered to be an 18-ton system.

1316 Note: It was further clarified by the Commission that the limiting
1317 criteria of 100 persons and \$125,000 apply to the building
1318 occupancy load and the cost for the total air-conditioning system
1319 of the building.

1320 4. Any specialized mechanical, electrical, or plumbing document for
1321 any new building or addition which includes a medical gas, oxygen,
1322 steam, vacuum, toxic air filtration, halon, or fire detection and alarm
1323 system which costs more than \$5,000.

1324 Exception:

1325 Simplified permitting processes.

1326 (1) As used in Paragraphs a-105.1 through q.105.17, the term:

1327 (a) "Component" means valves, fire sprinklers, escutcheons,
1328 hangers, compressors, or any other item deemed acceptable
1329 by the local enforcing agency. For purposes of this paragraph,
1330 a valve does not include pressure-regulating, pressure-
1331 reducing, or pressure-control valves.

1332 (b) "Contractor" means a person who:

1333 1. Is qualified to engage in the business of electrical or
1334 alarm system contracting pursuant to a certificate or

1335 registration issued by the department under part II of
1336 chapter 489, Florida Statutes; or

1337 2. Is qualified to engage in the business of fire protection
1338 system contracting pursuant to a license or certificate
1339 issued by the State Fire Marshal.

1340 (c) "Fire alarm system project" means a fire alarm system
1341 alteration of a total of 20 or fewer initiating devices and
1342 notification devices, or the installation or replacement of a
1343 fire communicator connected to an existing fire alarm control
1344 panel in an existing commercial, residential, apartment,
1345 cooperative, or condominium building.

1346 (d) "Fire sprinkler system project" means a fire protection
1347 system alteration of a total of 20 or fewer fire sprinklers in
1348 which the sprinklers are of the same K-factor and located in
1349 spaces where there is no change of hazard classification or
1350 increased system coverage area, or the installation or
1351 replacement of an equivalent fire sprinkler system
1352 component in an existing commercial, residential,
1353 apartment, cooperative, or condominium building. For
1354 purposes of this paragraph, a component is equivalent if the
1355 component has the same or better characteristics, including
1356 electrical, hydraulic, pressure losses, and required listings
1357 and spacing as the component being replaced.

1358 (2) A local enforcement agency:

1359 (a) may require a contractor, as a condition of obtaining a
1360 permit for a fire alarm system project or fire sprinkler system
1361 project, to submit a completed application and payment.

1362 (b) may not require a contractor to submit plans or
1363 specifications as a condition of obtaining a permit for a fire
1364 alarm system project or fire sprinkler system project.

1365 (3) A local enforcement agency must issue a permit for a fire
1366 alarm system project or fire sprinkler system project in person or
1367 electronically.

1368 (4) A local enforcement agency must require at least one
1369 inspection of a fire alarm system project or fire sprinkler system

1370 project to ensure compliance with applicable codes and
1371 standards. If a fire alarm system project or fire sprinkler system
1372 project fails an inspection, the contractor must take corrective
1373 action as necessary to pass inspection.

1374 (5) For a fire sprinkler alarm system project,

1375 (a) a contractor must keep a copy of the plans and
1376 specifications at the fire alarm system project worksite and
1377 make such plans and specifications available to the inspector
1378 at each inspection.

1379 (b) to alter an existing fire protection system, a contractor
1380 must keep a copy of the plans and specifications at the fire
1381 sprinkler system project worksite and make such plans and
1382 specifications available to the inspector at each inspection.

1383 (c) to install or replace a component, a contractor must keep
1384 a copy of the manufacturer's installation instructions and any
1385 pertinent testing instructions needed to certify or accept the
1386 component at the fire sprinkler system project worksite and
1387 make such documents available to the inspector at each
1388 inspection.

1389 5. Electrical documents. See Florida Statutes 471.003(2)(h). Any
1390 electrical or plumbing or air-conditioning and refrigeration system
1391 meeting the following thresholds are required to be designed by a
1392 Florida Registered Engineer. The system, requires an electrical system
1393 with a value of over \$125,000; and Requires an aggregate service
1394 capacity of over 600 amperes (240 volts) on a residential electrical
1395 system or over 800 amperes (240 volts) on a commercial or industrial
1396 electrical system;

1397 Note: It was further clarified by the Commission that the limiting
1398 factor of 240 volt or over is required to be designed by an
1399 Engineer. Documents requiring an engineer seal by this part shall
1400 not be valid unless a professional engineer who possesses a valid
1401 certificate of registration has signed, dated, and stamped such
1402 document as provided in Section 471.025, Florida Statutes.

1403 6. All public swimming pools and public bathing places defined by
1404 and regulated under Chapter 514, Florida Statutes.

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- 1405 c.1.(iii)-105.3.1.3 Reviewing application for building permit.
- 1406 1. When reviewing an application for a building permit, a local
- 1407 government may not request additional information from the
- 1408 applicant more than three times, unless the applicant waives such
- 1409 limitation in writing.
- 1410 2. If a local government requests additional information from an
- 1411 applicant and the applicant submits the requested additional
- 1412 information to the local government within 30 days after receiving
- 1413 the request, the local government must, within 15 days after
- 1414 receiving such information:
- 1415 a. Determine if the application is properly completed;
- 1416 b. Approve the application;
- 1417 c. Approve the application with conditions;
- 1418 d. Deny the application; or
- 1419 e. Advise the applicant of information, if any, that is needed to
- 1420 deem the application properly completed or to determine the
- 1421 sufficiency of the application.
- 1422 3. If a local government makes a second request for additional
- 1423 information from the applicant and the applicant submits the
- 1424 requested additional information to the local government within 30
- 1425 days after receiving the request, the local government must, within
- 1426 10 days after receiving such information:
- 1427 a. Determine if the application is properly completed;
- 1428 b. Approve the application;
- 1429 c. Approve the application with conditions;
- 1430 d. Deny the application; or
- 1431 e. Advise the applicant of information, if any, that is needed to
- 1432 deem the application properly completed or to determine the
- 1433 sufficiency of the application.
- 1434 4. Before a third request for additional information may be made,
- 1435 the applicant must be offered an opportunity to meet with the local
- 1436 government to attempt to resolve outstanding issues. If a local
- 1437 government makes a third request for additional information from

1438 the applicant and the applicant submits the requested additional
1439 information to the local government within 30 days after receiving
1440 the request, the local government must, within 10 days after
1441 receiving such information unless the applicant waived the local
1442 government's limitation in writing, determine that the application is
1443 complete and:

- 1444 a. Approve the application;
1445 b. Approve the application with conditions; or
1446 c. Deny the application.

1447 5. If the applicant believes the request for additional information is
1448 not authorized by ordinance, rule, statute, or other legal authority,
1449 the local government, at the applicant's request, must process the
1450 application and either approve the application, approve the
1451 application with conditions, or deny the application.

1452 c.2-105.3.2 Time limitation of application. An application for a permit for
1453 any proposed work shall be deemed to have been abandoned becoming
1454 null and void 180 days after the date of filing, unless such application has
1455 been pursued in good faith or a permit has been issued; except that the
1456 building official is authorized to grant one or more extensions of time for
1457 additional periods not exceeding 90 days each. The extension shall be
1458 requested in writing and justifiable cause demonstrated.

1459 c.3-105.3.3 An enforcing authority may not issue a building permit for any
1460 building construction, erection, alteration, modification, repair or
1461 addition unless the permit either includes on its face or there is attached
1462 to the permit the following statement: "NOTICE: In addition to the
1463 requirements of this permit, there may be additional restrictions
1464 applicable to this property that may be found in the public records of this
1465 county, and there may be additional permits required from other
1466 governmental entities such as water management districts, state
1467 agencies, or federal agencies."

1468 c.4-105.3.4 A building permit for a single-family residential dwelling must
1469 be issued within 30 working days of application therefor unless unusual
1470 circumstances require a longer time for processing the application or
1471 unless the permit application fails to satisfy the Florida Building Code or
1472 the enforcing agency's laws or ordinances.

c.5-105.3.5 Identification of minimum premium policy. Except as otherwise provided in Chapter 440, Florida Statutes, Workers' Compensation, every employer shall, as a condition to receiving a building permit, show proof that it has secured compensation for its employees as provided in Sections 440.10 and 440.38, Florida Statutes.

c.6-105.3.6 Asbestos removal. Moving, removal or disposal of asbestos-containing materials on a residential building where the owner occupies the building, the building is not for sale or lease, and the work is performed according to the owner-builder limitations provided in this paragraph. To qualify for exemption under this paragraph, an owner must personally appear and sign the building permit application. The permitting agency shall provide the person with a disclosure statement in substantially the following form:

Disclosure Statement: State law requires asbestos abatement to be done by licensed contractors. You have applied for a permit under an exemption to that law. The exemption allows you, as the owner of your property, to act as your own asbestos abatement contractor even though you do not have a license. You must supervise the construction yourself. You may move, remove or dispose of asbestos-containing materials on a residential building where you occupy the building and the building is not for sale or lease, or the building is a farm outbuilding on your property. If you sell or lease such building within 1 year after the asbestos abatement is complete, the law will presume that you intended to sell or lease the property at the time the work was done, which is a violation of this exemption. You may not hire an unlicensed person as your contractor. Your work must be done according to all local, state and federal laws and regulations which apply to asbestos abatement projects. It is your responsibility to make sure that people employed by you have licenses required by state law and by county or municipal licensing ordinances.

c.7-105.3.7 Applicable Code for Manufactured Buildings. Manufacturers should be permitted to complete all buildings designed and approved prior to the effective date of a new code edition, provided a clear signed contract is in place. The contract shall provide specific data mirroring that required by an application for permit, specifically, without limitation, date of execution, building owner or dealer, and anticipated date of completion. However, the construction activity must commence within 6

1509 months of the contract's execution. The contract is subject to verification
1510 by the Department of Business and Professional Regulation.

1511 c.8-105.3.8 A local government may not require a contract between a
1512 builder and an owner for the issuance of a building permit or as a
1513 requirement for the submission of a building permit application.

1514 c.9-105.3.9 Public right of way. A permit shall not be given by the building
1515 official for the construction of any building, or for the alteration of any
1516 building where said building is to be changed and such change will affect
1517 the exterior walls, bays, balconies, or other appendages or projections
1518 fronting on any street, alley or public lane, or for the placing on any lot or
1519 premises of any building or structure removed from another lot or
1520 premises, unless the applicant has received a right of way permit from the
1521 authority having jurisdiction over the street, alley or public lane.

1522 d-105.4 Conditions of the permit. The issuance or granting of a permit
1523 shall not be construed to be a permit for, or an approval of, any violation
1524 of any of the provisions of this code or of any other ordinance of the
1525 jurisdiction. Permits presuming to give authority to violate or cancel the
1526 provisions of this code or other ordinances of the jurisdiction shall not be
1527 valid. The issuance of a permit based on construction documents and
1528 other data shall not prevent the building official from requiring the
1529 correction of errors in the construction documents and other data. The
1530 building official is also authorized to prevent occupancy or use of a
1531 structure where in violation of this code or of any other ordinance of this
1532 jurisdiction.

1533 d.1-105.4.1 Permit intent. A permit issued shall be construed to be a license to
1534 proceed with the work and not as authority to violate, cancel, alter or set aside
1535 any of the provisions of the technical codes, nor shall issuance of a permit prevent
1536 the building official from thereafter requiring a correction of errors in plans,
1537 construction or violations of this code. Every permit issued shall become invalid
1538 unless the work authorized by such permit is commenced within 6 months after
1539 its issuance, or if the work authorized by such permit is suspended or abandoned
1540 for a period of 6 months after the time the work is commenced.

1541 d.1.(i)-105.4.1.1 If work has commenced and the permit is revoked,
1542 becomes null and void, or expires because of lack of progress or
1543 abandonment, a new permit covering the proposed construction shall be
1544 obtained before proceeding with the work.

d.1.(ii)-105.4.1.2 If a new permit is not obtained within 180 days from the date the initial permit became null and void, the building official is authorized to require that any work which has been commenced or completed be removed from the building site. Alternately, a new permit may be issued on application, providing the work in place and required to complete the structure meets all applicable regulations in effect at the time the initial permit became null and void and any regulations which may have become effective between the date of expiration and the date of issuance of the new permit.

d.1.(iii)-105.4.1.3 Work shall be considered to be in active progress when the permit has received an approved inspection within 180 days. This provision shall not be applicable in case of civil commotion or strike or when the building work is halted due directly to judicial injunction, order or similar process.

d.1.(iv)-105.4.1.4 The fee for renewal reissuance and extension of a permit shall be set forth by the administrative authority.

d.1.(v)-105.4.1.5 After the local enforcing agency issues a permit, the local enforcing agency may not make or require any substantive changes to the plans or specifications except changes required for compliance with the Florida Building Code, the Florida Fire Prevention Code, or the Life Safety Code, or local amendments thereto. If a local enforcing agency makes or requires substantive changes to the plans or specifications after a permit is issued, the local enforcing agency must identify the specific plan features that do not comply with the applicable codes, identify the specific code chapters, parts, paragraphs, and sections upon which the finding is based, and provide the information to the permitholder in writing.

e-105.5 Expiration. Every permit issued shall become invalid unless the work on the site authorized by such permit is commenced within 180 days after its issuance, or if the work authorized on the site by such permit holder and property owner shall be responsible to either complete all work in accordance with the permitted plans and inspection or remove any partially completed work in a safe and code compliant manner. The building official is authorized to grant, in writing, one or more extensions of time, for periods not more than 180 days each. The extension shall be requested in writing and justifiable cause demonstrated as determined by the building official.

e.1-105.5.1 Additional options for closing a permit. Pursuant to Section 553.79(15), Florida Statutes, a property owner, regardless of whether the property owner is the one listed on the application for the building permit, may close a building permit by complying with the following requirements:

1. The property owner may retain the original contractor listed on the permit or hire a different contractor appropriately licensed in this state to perform the work necessary to satisfy the conditions of the permit and to obtain any necessary inspection in order to close the permit. If a contractor other than the original contractor listed on the permit is hired by the property owner to close the permit, such contractor is not liable for any defects in the work performed by the original contractor and is only liable for the work that he or she performs.

2. The property owner may assume the role of an owner- builder, in accordance with Sections 489.103(7) and 489.503(6), Florida Statutes.

3. If a building permit is expired and its requirements have been substantially completed, as determined by the local enforcement agency, the permit may be closed without having to obtain a new building permit, and the work required to close the permit may be done pursuant to the building code in effect at the time the local enforcement agency received the application for the permit, unless the contractor has sought and received approval from the local enforcement agency for an alternative material, design or method of construction.

4. A local enforcement agency may close a building permit 6 years after the issuance of the permit, even in the absence of a final inspection, if the local enforcement agency determines that no apparent safety hazard exists.

For purposes of Paragraphs a-105.1 through q.105.17, the term “close” means that the requirements of the permit have been satisfied.

e.2-105.5.2 For the purposes of this subparagraph, a closed permit shall mean a permit for which all requirements for completion have been satisfied or a permit that has been administratively closed by the building official.

1618 e.3-105.5.3 For the purposes of this subparagraph, an open permit shall
1619 mean a permit that has not satisfied all requirements for completion as
1620 defined in e.1.(i)-105.5.1.1.

1621 f-105.6 Denial or revocation. Whenever a permit required under this part
1622 is denied or revoked because the plan, or the construction, erection,
1623 alteration, modification, repair, or demolition of a building, is found by
1624 the local enforcing agency to be not in compliance with the Florida
1625 Building Code, the local enforcing agency shall identify the specific plan or
1626 project features that do not comply with the applicable codes, identify the
1627 specific code chapters, parts, paragraphs, and sections upon which the
1628 finding is based, and provide this information to the permit applicant. If
1629 the local building code administrator or inspector finds that the plans are
1630 not in compliance with the Florida Building Code, the local building code
1631 administrator or inspector shall identify the specific plan features that do
1632 not comply with the applicable codes, identify the specific code chapters,
1633 parts, paragraphs, and sections upon which the finding is based, and
1634 provide this information to the local enforcing agency. The local enforcing
1635 agency shall provide this information to the permit applicant.

1636 f.1-105.6.1 Pursuant to Section 553.79(16), Florida Statutes, a local
1637 enforcement agency may not deny issuance of a building permit to; issue
1638 a notice of violation to; or fine, penalize, sanction or assess fees against
1639 an arm's-length purchaser of a property for value solely because a
1640 building permit applied for by a previous owner of the property was not
1641 closed. The local enforcement agency shall maintain all rights and
1642 remedies against the property owner and contractor listed on the permit.

1643 f.2-105.6.2 Pursuant to Section 553.79(16), Florida Statutes, a local
1644 enforcement agency may not deny issuance of a building permit to a
1645 contractor solely because the contractor is listed on other building
1646 permits that were not closed. A local enforcement agency has the
1647 authority to deny a new permit application from an applicant for other
1648 reasons.

1649 g-105.7 Placement of permit. The building permit or copy shall be kept on
1650 the site of the work until the completion of the project.

1651 h-105.8 Notice of commencement. In accordance with Section 713.135,
1652 Florida Statutes, when any person applies for a building permit, the
1653 authority issuing such permit shall print on the face of each permit card in

no less than 14-point, capitalized, boldfaced type: “WARNING TO OWNER: YOUR FAILURE TO RECORD A NOTICE OF COMMENCEMENT MAY RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. A NOTICE OF COMMENCEMENT MUST BE RECORDED AND POSTED ON THE JOB SITE BEFORE THE FIRST INSPECTION. IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE RECORDING YOUR NOTICE OF COMMENCEMENT.”

i-105.9 Asbestos. The enforcing agency shall require each building permit for the demolition or renovation of an existing structure to contain an asbestos notification statement which indicates the owner’s or operator’s responsibility to comply with the provisions of Section 469.003, Florida Statutes, and to notify the Department of Environmental Protection of his or her intentions to remove asbestos, when applicable, in accordance with state and federal law.

j-105.10 Certificate of protective treatment for prevention of termites. A weather-resistant job-site posting board shall be provided to receive duplicate treatment certificates as each required protective treatment is completed, providing a copy for the person the permit is issued to and another copy for the building permit files. The treatment certificate shall provide the product used, identity of the applicator, time and date of the treatment, site location, area treated, chemical used, percent concentration and number of gallons used, to establish a verifiable record of protective treatment. If the soil chemical barrier method for termite prevention is used, final exterior treatment shall be completed prior to final building approval.

k-105.11 Notice of termite protection. A permanent sign which identifies the termite treatment provider and need for reinspection and treatment contract renewal shall be provided. The sign shall be posted near the water heater or electric panel.

l-105.12 Work starting before permit issuance. Upon approval of the building official, the scope of work delineated in the building permit application and plan may be started prior to the final approval and issuance of the permit, provided any work completed is entirely at risk of the permit applicant and the work does not proceed past the first required inspection.

1689 m-105.13 Phased permit approval. After submittal of the appropriate
1690 construction documents, the building official is authorized to issue a
1691 permit for the construction of foundations or any other part of a building
1692 or structure before the construction documents for the whole building or
1693 structure have been submitted. The holder of such permit for the
1694 foundation or other parts of a building or structure shall proceed at the
1695 holder's own risk with the building operation and without assurance that
1696 a permit for the entire structure will be granted. Corrections may be
1697 required to meet the requirements of the technical codes.

1698 n-105.14 Permit issued on basis of an affidavit. Whenever a permit is
1699 issued in reliance upon an affidavit or whenever the work to be covered
1700 by a permit involves installation under conditions which, in the opinion of
1701 the building official, are hazardous or complex, the building official shall
1702 require that the architect or engineer who signed the affidavit or prepared
1703 the drawings or computations shall supervise such work. In addition, they
1704 shall be responsible for conformity to the permit, provide copies of
1705 inspection reports as inspections are performed, and upon completion
1706 make and file with the building official written affidavit that the work has
1707 been done in conformity to the reviewed plans and with the structural
1708 provisions of the technical codes. In the event such architect or engineer
1709 is not available, the owner shall employ in his stead a competent person
1710 or agency whose qualifications are reviewed by the building official. The
1711 building official shall ensure that any person conducting plans review is
1712 qualified as a plans examiner under Part XII of Chapter 468, Florida
1713 Statutes, and that any person conducting inspections is qualified as a
1714 building inspector under Part XII of Chapter 468, Florida Statutes.

1715 n.1-105.14.1 Affidavits in flood hazard areas. Permit issued on basis of an
1716 affidavit shall not extend to the flood load and flood resistance
1717 requirements of the Florida Building Code and the building official shall
1718 review an inspect those requirements.

1719 o-105.15 Opening protection. When any activity requiring a building
1720 permit, not including roof covering replacement or repair work associated
1721 with the prevention of degradation of the residence, that is applied for on
1722 or after July 1, 2008, and for which the estimated cost is \$50,000 or more
1723 for a site built single-family detached residential structure that is located
1724 in the wind-borne debris region as defined in this code and that has an
1725 insured value of \$750,000 or more, or, if the site built single-family

detached residential structure is uninsured or for which documentation of insured value is not presented, has a just valuation for the structure for purposes of ad valorem taxation of \$750,000 or more; opening protections as required within this code or Florida Building Code, Residential for new construction shall be provided.

Exception: Where defined wind-borne debris regions have not changed, single family detached residential structures permitted subject to the Florida Building Code are not required to comply with this paragraph.

p.105.16 Inspection of existing residential building not impacted by construction.

(a) A local enforcing agency, and any local building code administrator, inspector, or other official or entity, may not require as a condition of issuance of a one- or two-family residential building permit the inspection of any portion of a building, structure, or real property that is not directly impacted by the construction, erection, alteration, modification, repair, or demolition of the building, structure, or real property for which the permit is sought.

(b) This subparagraph does not apply to a building permit sought for:

1. A substantial improvement as defined in s. 161.54, Florida Statutes or as defined in the Florida Building Code.
2. A change of occupancy as defined in the Florida Building Code.
3. A conversion from residential to nonresidential or mixed use pursuant to s. 553.507(2)(a), Florida Statutes or as defined in the Florida Building Code.
4. A historic building as defined in the Florida Building Code.

(c) This subparagraph does not prohibit a local enforcing agency, or any local building code administrator, inspector, or other official or entity, from:

1. Citing any violation inadvertently observed in plain view during the ordinary course of an inspection conducted in accordance with the prohibition in paragraph (a).

2. Inspecting a physically nonadjacent portion of a building, structure, or real property that is directly impacted by the construction, erection, alteration, modification, repair, or demolition of the building, structure, or real property for which the permit is sought in accordance with the prohibition in paragraph (a).

3. Inspecting any portion of a building, structure, or real property for which the owner or other person having control of the building, structure, or real property has voluntarily consented to the inspection of that portion of the building, structure, or real property in accordance with the prohibition in paragraph (a).

4. Inspecting any portion of a building, structure, or real property pursuant to an inspection warrant issued in accordance with ss. 933.20-933.30, Florida Statutes.

q.105.17 Streamlined low-voltage alarm system installation permitting.

(1) As used in Paragraphs a-105.1 through q-105.17, the term:

(a) “Contractor” means a person who is qualified to engage in the business of electrical or alarm system contracting pursuant to a certificate or registration issued by the department under Part II of Chapter 489, Florida Statutes.

(b) “Low-voltage alarm system project” means a project related to the installation, maintenance, inspection, replacement, or service of a new or existing alarm system, as defined in s. 489.505, Florida Statutes, including video cameras and closed-circuit television systems used to signal or detect a burglary, fire, robbery, or medical emergency, that is hardwired and operating at low voltage, as defined in the National Electrical Code Standard 70, Current Edition, or a new or existing low-voltage electric fence. The term also includes ancillary components or equipment attached to a low-voltage alarm system, or low-voltage electric fence, including, but not limited to, home-automation equipment, thermostats, closed-circuit television systems, access controls, battery recharging devices, and video cameras.

(c) “Low-voltage electric fence” means an alarm system, as defined in s. 489.505, that consists of a fence structure and an energizer powered by a commercial storage battery not

exceeding 12 volts which produces an electric charge upon contact with the fence structure.

(d) “Wireless alarm system” means a burglar alarm system or smoke detector that is not hardwired.

(2) Notwithstanding any provision of this code, this paragraph applies to all low-voltage alarm system projects for which a permit is required by a local enforcement agency. However, a permit is not required to install, maintain, inspect, replace, or service a wireless alarm system, including any ancillary components or equipment attached to the system.

(3) A low-voltage electric fence must meet all of the following requirements to be permitted as a low-voltage alarm system project and no further permit shall be required for the low-voltage alarm system project other than as provided in this paragraph:

(a) The electric charge produced by the fence upon contact must not exceed energizer characteristics set forth in paragraph 22.108 and depicted in Figure 102 of International Electrotechnical Commission Standard No. 60335-2-76, Current Edition.

(b) A nonelectric fence or wall must completely enclose the low-voltage electric fence. The low-voltage electric fence may be up to 2 feet higher than the perimeter nonelectric fence or wall.

(c) The low-voltage electric fence must be identified using warning signs attached to the fence at intervals of not more than 60 feet.

(d) The low-voltage electric fence shall not be installed in an area zoned exclusively for single-family or multi-family residential use.

(e) The low-voltage electric fence shall not enclose the portions of a property which are used for residential purposes.

(4) This paragraph does not apply to the installation or replacement of a fire alarm if a plan review is required.

(5) A local enforcement agency shall make uniform basic permit labels available for purchase by a contractor to be used for the installation or replacement of a new or existing alarm system at a cost as indicated in s. 553.793, Florida Statutes. The local enforcement

1829 agency may not require the payment of any additional fees, charges,
1830 or expenses associated with the installation or replacement of a new
1831 or existing alarm.

1832 (a) A local enforcement agency may not require a contractor, as
1833 a condition of purchasing a label, to submit information other
1834 than identification information of the licensee and proof of
1835 registration or certification as a contractor.

1836 (b) A label is valid for 1 year after the date of purchase and may
1837 only be used within the jurisdiction of the local enforcement
1838 agency that issued the label. A contractor may purchase labels in
1839 bulk for one or more unspecified current or future projects.

1840 (6) A contractor shall post an unused uniform basic permit label in a
1841 conspicuous place on the premises of the low-voltage alarm system
1842 project site before commencing work on the project.

1843 (7) A contractor is not required to notify the local enforcement
1844 agency before commencing work on a low-voltage alarm system
1845 project. However, a contractor must submit a Uniform Notice of a
1846 Low-Voltage Alarm System Project as provided under subparagraph
1847 (7) to the local enforcement agency within 14 days after completing
1848 the project. A local enforcement agency may take disciplinary action
1849 against a contractor who fails to timely submit a Uniform Notice of a
1850 Low-Voltage Alarm System Project.

1851 (8) The Uniform Notice of a Low-Voltage Alarm System Project may
1852 be submitted electronically or by facsimile if all submissions are
1853 signed by the owner, tenant, contractor, or authorized representative
1854 of such persons. The Uniform Notice of a Low-Voltage Alarm System
1855 Project shall be in the format prescribed by the local enforcement
1856 agency and must comply with the requirements of s. 553.793(7),
1857 Florida Statutes.

1858 (9) A local enforcement agency may coordinate directly with the
1859 owner or customer to inspect a low-voltage alarm system to ensure
1860 compliance with applicable codes and standards. If a low-voltage
1861 alarm system project fails an inspection, the contractor must take
1862 corrective action as necessary to pass inspection.

1863 (10) A municipality, county, district, or other entity of local
1864 government may not adopt or maintain in effect any ordinance or

rule regarding a low-voltage alarm system project that is inconsistent with this paragraph.

(11) A uniform basic permit label shall not be required for the subsequent maintenance, inspection, or service of an alarm system that was permitted in accordance with this paragraph.

The provisions of this act are not intended to impose new or additional licensure requirements on persons licensed in accordance with the applicable provisions of Chapter 489, Florida Statutes.

PART 6 FLOOR AND ROOF DESIGN LOADS

a-106.1 Live loads posted. In commercial or industrial buildings, for each floor or portion thereof designed for live loads exceeding 50 psf (2.40 kN/m²), such design live loads shall be conspicuously posted by the owner or the owner's authorized agent in that part of each story in which they apply, using durable signs. It shall be unlawful to remove or deface such notices.

b-106.2 Issuance of certificate of occupancy. A certificate of occupancy required by Part 11 shall not be issued until the floor load signs, required by Paragraph a-106.1, have been installed.

c-106.3 Restrictions on loading. It shall be unlawful to place, or cause or permit to be placed, on any floor or roof of a building, structure or portion thereof, a load greater than is permitted by this code.

PART 7 SUBMITTAL DOCUMENTS

a-107.1 General. Submittal documents consisting of construction documents, statement of special inspections, geotechnical report and other data shall be submitted with each permit application in accordance with Florida Statute 553.79. The construction documents shall be prepared by a registered design professional where required by Chapter 471, Florida Statutes & 61G15 Florida Administrative Code or Chapter 481, Florida Statutes & 61G1 Florida Administrative Code. Where special conditions exist, the building official is authorized to require additional construction documents to be prepared by a registered design professional.

Exception: The building official is authorized to waive the submission of construction documents and other data not required to be prepared by a registered design professional if it is found that the nature of the work

1900 applied for is such that review of construction documents is not necessary
1901 to obtain compliance with this code.

1902 b-107.2 Construction documents. Construction documents shall be in
1903 accordance with Paragraphs b.1-107.2.1 through b.6-107.2.6.

1904 b.1-107.2.1 Information on construction documents. Construction
1905 documents shall be dimensioned and drawn upon suitable material.
1906 Electronic media documents are permitted to be submitted where
1907 approved by the building official. Construction documents shall be of
1908 sufficient clarity to indicate the location, nature and extent of the work
1909 proposed and show in detail that it will conform to the provisions of this
1910 code and relevant laws, ordinances, rules and regulations, as determined
1911 by the building official. Such drawings and specifications shall contain
1912 information, in the form of notes or otherwise, as to the quality of
1913 materials, where quality is essential to conformity with the technical
1914 codes. Such information shall be specific, and the technical codes shall
1915 not be cited as a whole or in part, nor shall the term "legal" or its
1916 equivalent be used as a substitute for specific information. All
1917 information, drawings, specifications and accompanying data shall bear
1918 the name and signature of the person responsible for the design.

1919 b.2-107.2.2 Fire protection system shop drawings. Shop drawings for the
1920 fire protection system(s) shall be submit- ted to indicate conformance to
1921 this code and the construction documents and shall be approved prior to
1922 the start of system installation. Shop drawings shall contain all
1923 information as required by the referenced installation standards in
1924 Chapter 9 of the Florida Building Code.

1925 b.3-107.2.3 Means of egress. The construction documents shall show in
1926 sufficient detail the location, construction, size and character of all
1927 portions of the means of egress including the path of the exit discharge to
1928 the public way in compliance with the provisions of this code. In other
1929 than occupancies in Groups R-2, R-3, and I-1, the construction documents
1930 shall designate the number of occupants to be accommodated on every
1931 floor, and in all rooms and spaces.

1932 b.4-107.2.4 Exterior wall envelope. Construction documents for all
1933 buildings shall describe the exterior wall envelope in sufficient detail to
1934 determine compliance with this code. The construction documents shall
1935 provide details of the exterior wall envelope as required, including

1936 flashing, intersections with dissimilar materials, corners, end details,
1937 control joints, intersections at roof, eaves or parapets, means of drainage,
1938 water-resistive membrane and details around openings.

1939 The construction documents shall include manufacturer's installation
1940 instructions that provide supporting documentation that the proposed
1941 penetration and opening details described in the construction documents
1942 maintain the weather resistance of the exterior wall envelope. The
1943 supporting documentation shall fully describe

1944 b.5-107.2.5 Exterior balcony and elevated walking surfaces. Where
1945 balcony or other elevated walking surfaces are exposed to water from
1946 direct or blowing rain or irrigation, and the structural framing is protected
1947 by an impervious moisture barrier, the construction documents shall
1948 include details for all elements of the impervious moisture barrier system.
1949 The construction documents shall include manufacturer's installation
1950 instructions.

1951 b.6-107.2.6 Site plan. The construction documents submitted with the
1952 application for permit shall be accompanied by a site plan showing to
1953 scale the size and location of new construction and existing structures on
1954 the site, distances from lot lines, the established street grades and the
1955 proposed finished grades and, as applicable, flood hazard areas,
1956 floodways, and design flood elevations; and it shall be drawn in
1957 accordance with an accurate boundary line survey. In the case of
1958 demolition, the site plan shall show construction to be demolished and
1959 the location and size of existing structures and construction that are to
1960 remain on the site or plot. The building official is authorized to waive or
1961 modify the requirement for a site plan where the application for permit is
1962 for alteration or repair or where other- wise warranted.

1963 b.6.(i)-107.2.6.1 Design flood elevations. Where design flood elevations
1964 are not specified, they shall be established in accordance with Section
1965 1612.3.1 of the Florida Building Code.

1966 b.6.(ii)-107.2.6.2 For the purpose of inspection and record retention, site
1967 plans for a building may be maintained in the form of an electronic copy
1968 at the worksite. These plans must be open to inspection by the building
1969 official or a duly authorized representative, as required by the Florida
1970 Building Code.

1971	b.7-107.2.7 Structural information. The construction documents shall provide the information specified in Section 1603 of the Florida Building Code.
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1974	c-107.3 Examination of documents. The building official shall examine or cause to be examined the accompanying submittal documents and shall ascertain by such examinations whether the construction indicated and described is in accordance with the requirements of this code and other pertinent laws or ordinances.
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1979	Exceptions:
1980	1. Building plans approved pursuant to Section 553.77(5), Florida Statutes, and state-approved manufactured buildings are exempt from local codes enforcing agency plan reviews except for provisions of the code relating to erection, assembly or construction at the site. Erection, assembly and construction at the site are subject to local permitting and inspections. Photocopies of plans approved according to Rule 61-41.009, Florida Administrative Code, shall be sufficient for local permit application documents of record for the modular building portion of the permitted project.
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1989	2. Industrial construction on sites where design, construction and fire safety are supervised by appropriately licensed design and inspection professionals and which contain adequate in-house fire departments and rescue squads is exempt, subject to approval by the building official, from review of plans and inspections, providing the appropriate licensed design and inspection professionals certify that applicable codes and standards have been met and supply appropriate approved drawings to local building and fire-safety inspectors.
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1998	c.1-107.3.1 Approval of construction documents. When the building official issues a permit, the construction documents shall be approved, in writing or by stamp, as "Reviewed for Code Compliance." One set of construction documents so reviewed shall be retained by the building official. The other set shall be returned to the applicant, shall be kept at the site of work and shall be open to inspection by the building official or a duly authorized representative.
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2005	c.2-107.3.2 Previous approvals. This code shall not require changes in the construction documents, construction or designated occupancy of a
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2007 structure for which a lawful permit has been heretofore issued or
2008 otherwise law- fully authorized, and the construction of which has been
2009 pursued in good faith within 180 days after the effective date of this code
2010 and has not been abandoned.

2011 c.3-107.3.3 Phased approval. The building official is authorized to issue a
2012 permit for the construction of foundations or any other part of a building
2013 or structure before the construction documents for the whole building or
2014 structure have been submitted, provided that adequate information and
2015 detailed statements have been filed complying with pertinent
2016 requirements of this code. The holder of such permit for the foundation
2017 or other parts of a building or structure shall proceed at the holder's own
2018 risk with the building operation and without assurance that a permit for
2019 the entire structure will be granted.

2020 c.4-107.3.4 Design professional in responsible charge. Where it is required
2021 that documents be prepared by a registered design professional, the
2022 building official shall be authorized to require the owner or the owner's
2023 authorized agent to engage and designate on the building permit
2024 application a registered design professional who shall act as the registered
2025 design professional in responsible charge. If the circumstances require,
2026 the owner or the owner's authorized agent shall designate a successor
2027 registered design professional in responsible charge who shall perform
2028 the duties required of the original registered design professional in
2029 responsible charge. The building official shall be notified in writing by the
2030 owner or owner's authorized agent if the registered design professional
2031 in responsible charge is changed or is unable to continue to perform the
2032 duties. Successor registered design professional in responsible charge
2033 licensed under Chapter 471 Florida Statutes shall comply with Section
2034 471.025(4) Florida Statute and the procedure set forth in 61G15-27.001
2035 Florida Administrative Code; or licensed under Chapter 481 Florida
2036 Statutes shall comply with Section 481.221(6) Florida Statute and the
2037 procedure set forth in 61G1-18.002 Florida Administrative Code.

2038 The registered design professional in responsible charge shall be
2039 responsible for reviewing and coordinating submittal documents
2040 prepared by others, including phased and deferred submittal items, for
2041 compatibility with the design of the building.

2042 c.5.(i)-107.3.4.1 Deferred submittals. For the purposes of this paragraph,
2043 deferred submittals are defined as those portions of the design that are

2044 not submitted at the time of the application and that are to be submitted
2045 to the building official.

2046 Deferral of any submittal items shall have the prior approval of the
2047 building official. The registered design professional in responsible charge
2048 shall list the deferred submittals on the construction documents for
2049 review by the building official.

2050 Documents for deferred submittal items shall be submitted to the
2051 registered design professional in responsible charge who shall review
2052 them and forward them to the building official with a notation indicating
2053 that the deferred submittal documents have been reviewed and found to
2054 be in general conformance to the design of the building. The deferred
2055 submittal items shall not be installed until the deferred submittal
2056 documents have been approved by the building official.

2057 c.4.(ii)-107.3.4.2 Certifications by contractors authorized under the
2058 provisions of Section 489.115(4)(b), Florida Statutes, shall be considered
2059 equivalent to sealed plans and specifications by a person licensed under
2060 Chapter 471, Florida Statutes, or Chapter 481, Florida Statutes, by local
2061 enforcement agencies for plans review for permitting purposes relating to
2062 compliance with the wind- resistance provisions of the code or alternate
2063 methodologies approved by the Florida Building Commission for one- and
2064 two-family dwellings. Local enforcement agencies may rely upon such
2065 certification by contractors that the plans and specifications submitted
2066 conform to the requirements of the code for wind resistance. Upon good
2067 cause shown, local government code enforcement agencies may accept
2068 or reject plans sealed by persons licensed under Chapters 471, 481 or 489,
2069 Florida Statutes.

2070 c.5-107.3.5 Minimum plan review criteria for buildings. The examination
2071 of the documents by the building official shall include the following
2072 minimum criteria and documents: a floor plan; site plan; foundation plan;
2073 floor/roof framing plan or truss layout; all fenestration and building
2074 envelope penetrations; flashing; and rough opening dimensions; and all
2075 exterior elevations:

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- 2076 **Commercial Buildings:**
- 2077 **Building:**
- 2078 1. Site requirements:
- 2079 Parking
- 2080 Fire access
- 2081 Vehicle loading
- 2082 Driving/turning radius
- 2083 Fire hydrant/water supply/post indicator valve (PIV)
- 2084 Set back/separation (assumed property lines)
- 2085 Location of specific tanks, water lines and sewer lines
- 2086 Flood hazard areas, flood zones, and design flood elevations
- 2087 2. Occupancy group and special occupancy requirements shall be
- 2088 determined (with cross check with the energy code submittal).
- 2089 3. Minimum type of construction shall be determined (see Table
- 2090 503).
- 2091 4. Fire-resistant construction requirements shall include the
- 2092 following components:
- 2093 Fire-resistant separations
- 2094 Fire-resistant protection for type of construction
- 2095 Protection of openings and penetrations of rated walls
- 2096 Fireblocking and draftstopping and calculated fire resistance
- 2097 5. Fire suppression systems shall include:
- 2098 Early warning smoke evacuation systems
- 2099 Schematic fire sprinklers
- 2100 Standpipes
- 2101 Pre-engineered systems
- 2102 Riser diagram.

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- 2103 6. Life safety systems shall be determined and shall include the
2104 following requirements:
- 2105 Occupant load and egress capacities
 - 2106 Early warning
 - 2107 Smoke control
 - 2108 Stair pressurization
 - 2109 Systems schematic
- 2110 7. Occupancy load/egress requirements shall include:
- 2111 Occupancy load
 - 2112 Gross
 - 2113 Net
 - 2114 Means of egress
 - 2115 Exit access
 - 2116 Exit
 - 2117 Exit discharge
 - 2118 Stairs construction/geometry and protection
 - 2119 Doors
 - 2120 Emergency lighting and exit signs
 - 2121 Specific occupancy requirements
 - 2122 Construction requirements
 - 2123 Horizontal exits/exit passageways
- 2124 8. Structural requirements shall include:
- 2125 Soil conditions/analysis
 - 2126 Termite protection
 - 2127 Design loads
 - 2128 Wind requirements
 - 2129 Building envelope
 - 2130 Impact resistant coverings or systems

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- 2131 Structural calculations (if required)
- 2132 Foundation
- 2133 Flood requirements in accordance with Section 1612 of the
- 2134 Florida Building Code, including lowest floor elevations,
- 2135 enclosures, flood damage- resistant materials
- 2136 Wall systems Floor systems
- 2137 Roof systems
- 2138 Threshold inspection plan
- 2139 Stair systems
- 2140 9. Materials shall be reviewed and shall at a minimum include the
- 2141 following:
- 2142 Wood
- 2143 Steel
- 2144 Aluminum
- 2145 Concrete
- 2146 Plastic
- 2147 Glass
- 2148 Masonry
- 2149 Gypsum board and plaster Insulating (mechanical)
- 2150 Roofing
- 2151 Insulation
- 2152 Building envelope portions of the Energy Code (including
- 2153 calculation and mandatory requirements)
- 2154 10. Accessibility requirements shall include the following:
- 2155 Site requirements
- 2156 Accessible route
- 2157 Vertical accessibility
- 2158 Toilet and bathing facilities
- 2159 Drinking fountains

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- 2160 Equipment
- 2161 Special occupancy requirements
- 2162 Fair housing requirements
- 2163 11. Interior requirements shall include the following:
- 2164 Interior finishes (flame spread/smoke development)
- 2165 Light and ventilation (including corresponding portion of the
- 2166 energy code)
- 2167 Sanitation
- 2168 12. Special systems:
- 2169 Elevators
- 2170 Escalators
- 2171 Lifts
- 2172 13. Swimming pools:
- 2173 Barrier requirements
- 2174 Spas
- 2175 Wading pools
- 2176 14. Location and installation details. The specific location and
- 2177 installation details of each fire door, fire damper, ceiling damper and
- 2178 smoke damper shall be shown and properly identified on the building
- 2179 plans by the designer.
- 2180 **Electrical:**
- 2181 1. Electrical:
- 2182 Wiring
- 2183 Services
- 2184 Feeders and branch circuits
- 2185 Overcurrent protection
- 2186 Grounding
- 2187 Wiring methods and materials
- 2188 GFCIs

2189	Electrical portions of the Energy Code (including calculation and
2190	mandatory requirements)
2191	2. Equipment
2192	3. Special occupancies
2193	4. Emergency systems
2194	5. Communication systems
2195	6. Low voltage
2196	7. Load calculations
2197	8. Design flood elevation
2198	Plumbing:
2199	1. Minimum plumbing facilities
2200	2. Fixture requirements
2201	3. Water supply piping
2202	4. Sanitary drainage
2203	5. Water heaters
2204	6. Vents
2205	7. Roof drainage
2206	8. Back flow prevention
2207	9. Irrigation
2208	10. Location of water supply line
2209	11. Grease traps
2210	12. Environmental requirements
2211	13. Plumbing riser
2212	14. Design flood elevation
2213	15. Water/plumbing portions of the Energy Code (including
2214	calculation and mandatory requirements)

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- 2215 **Mechanical:**
- 2216 1. Mechanical portions of the Energy calculations
- 2217 2. Exhaust systems:
- 2218 Clothes dryer exhaust
- 2219 Kitchen equipment exhaust
- 2220 Specialty exhaust systems
- 2221 3. Equipment
- 2222 4. Equipment location
- 2223 5. Make-up air
- 2224 6. Roof-mounted equipment
- 2225 7. Duct systems
- 2226 8. Ventilation
- 2227 9. Combustion air
- 2228 10. Chimneys, fireplaces and vents
- 2229 11. Appliances
- 2230 12. Boilers
- 2231 13. Refrigeration
- 2232 14. Bathroom ventilation
- 2233 15. Laboratory
- 2234 16. Design flood elevation
- 2235 17. Smoke and/or Fire Dampers
- 2236 **Gas:**
- 2237 1. Gas piping
- 2238 2. Venting
- 2239 3. Combustion air
- 2240 4. Chimneys and vents
- 2241 5. Appliances

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- 2242 6. Type of gas
- 2243 7. Fireplaces
- 2244 8. LP tank location
- 2245 9. Riser diagram/shutoffs
- 2246 10. Design flood elevation
- 2247 11. Gas portions of the Energy Code (including calculation and
- 2248 mandatory requirements)
- 2249 **Demolition:**
- 2250 1. Asbestos removal
- 2251 **Residential (one- and two-family):**
- 2252 1. Site requirements:
- 2253 Set back/separation (assumed property lines) Location of septic
- 2254 tanks
- 2255 2. Fire-resistant construction (if required)
- 2256 3. Fire
- 2257 4. Smoke and/or carbon monoxide alarm/detector locations
- 2258 5. Egress:
- 2259 Egress window size and location stairs construction requirements
- 2260 6. Structural requirements shall include:
- 2261 Wall section from foundation through roof, including assembly
- 2262 and materials connector tables wind requirements structural
- 2263 calculations (if required)
- 2264 Termite protection
- 2265 Design loads
- 2266 Wind requirements
- 2267 Building envelope
- 2268 Foundation
- 2269 Wall systems
- 2270 Floor systems

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- 2271 Roof systems
- 2272 Flood hazard areas, flood zones, design flood elevations, lowest
- 2273 floor elevations, enclosures, equipment, and flood damage-
- 2274 resistant materials
- 2275 7. Accessibility requirements:
- 2276 Show/identify
- 2277 Accessible bath
- 2278 8. Impact resistant coverings or systems
- 2279 9. Residential Energy Code submittal (including calculation and
- 2280 mandatory requirements)
- 2281 **Manufactured buildings/housing:**
- 2282 1. Site requirements
- 2283 Setback/separation (assumed property lines)
- 2284 Location of septic tanks (if applicable)
- 2285 2. Structural
- 2286 Wind zone
- 2287 Flood
- 2288 Anchoring
- 2289 Blocking
- 2290 3. Plumbing
- 2291 List potable water source and meter size (if applicable)
- 2292 4. Mechanical
- 2293 Exhaust systems
- 2294 Clothes dryer exhaust
- 2295 Kitchen equipment exhaust
- 2296 5. Electrical exterior disconnect location
- 2297 **Exemptions:** Plans examination by the building official shall not be
- 2298 required for the following work:

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- 2299 1. Replacing existing equipment such as mechanical units, water
2300 heaters, etc.
- 2301 2. Reroofs
- 2302 3. Minor electrical, plumbing and mechanical repairs
- 2303 4. Annual maintenance permits
- 2304 5. Prototype plans:
- 2305 Except for local site adaptations, siding, foundations and/or
2306 modifications.
- 2307 Except for structures that require waiver.
- 2308 6. Manufactured buildings plan except for foundations and
2309 modifications of buildings on site and as listed above in manufactured
2310 buildings/housing.
- 2311 d-107.4 Amended construction documents. Work shall be installed in
2312 accordance with the approved construction documents, and any changes
2313 made during construction that are not in compliance with the approved
2314 construction documents shall be resubmitted for approval as an amended
2315 set of construction documents.
- 2316 e-107.5 Retention of construction documents. One set of approved
2317 construction documents shall be retained by the building official for a
2318 period of not less than 180 days from date of completion of the permitted
2319 work, or as required by state or local laws.
- 2320 f-107.6 Affidavits. The building official may accept a sworn affidavit from
2321 a registered architect or engineer stating that the plans submitted
2322 conform to the technical codes. For buildings and structures, the affidavit
2323 shall state that the plans conform to the laws as to egress, type of
2324 construction and general arrangement and, if accompanied by drawings,
2325 show the structural design and that the plans and design conform to the
2326 requirements of the technical codes as to strength, stresses, strains, loads
2327 and stability. The building official may without any examination or
2328 inspection accept such affidavit, provided the architect or engineer who
2329 made such affidavit agrees to submit to the building official copies of
2330 inspection reports as inspections are performed and upon completion of
2331 the structure, electrical, gas, mechanical or plumbing systems a
2332 certification that the structure, electrical, gas, mechanical or plumbing

system has been erected in accordance with the requirements of the technical codes. Where the building official relies upon such affidavit, the architect or engineer shall assume full responsibility for compliance with all provisions of the technical codes and other pertinent laws or ordinances. The building official shall ensure that any person conducting plans review is qualified as a plans examiner under Part XII of Chapter 468, Florida Statutes, and that any person conducting inspections is qualified as a building inspector under Part XII of Chapter 468, Florida Statutes.

d.1-107.6.1 Building permits issued in flood hazard areas on the basis of an affidavit. Pursuant to the requirements of federal regulation for participation in the National Flood Insurance Program (44 C.F.R. Parts 59 and 60), the authority granted to the building official to issue permits, to rely on inspections, and to accept plans and construction documents on the basis of affidavits and plans submitted pursuant to Paragraphs n-105.14 and f-107.6, shall not extend to the flood load and flood-resistance construction requirements of the Florida Building Code.

d.2-107.6.2 Affidavits Provided Pursuant to Section 553.791, Florida Statutes. For a building or structure in a flood hazard area, the building official shall review any affidavit certifying compliance with the flood load and flood-resistant construction requirements of the Florida Building Code.

g-107.7 If the local building code administrator or inspector finds that the plans are not in compliance with the Florida Building Code, the local building code administrator or inspector shall identify the specific plan features that do not comply with the applicable codes, identify the specific code chapters, parts, paragraphs, and sections upon which the finding is based, and provide this information to the local enforcing agency. If the building code administrator, plans examiner, or inspector requests another local enforcing agency employee or a person contracted by the local enforcing agency to review the plans and that employee or person identifies specific plan features that do not comply with the applicable codes, the building code administrator, plans examiner, or inspector must provide this information to the local enforcing agency. The local enforcing agency shall provide this information to the permit applicant.

PART 8 TEMPORARY STRUCTURES AND USES

2369 a-108.1 General. The building official is authorized to issue a permit for
2370 temporary structures and temporary uses. Such permits shall be limited
2371 as to time of service, but shall not be permitted for more than 180 days.
2372 The building official is authorized to grant extensions for demonstrated
2373 cause.

2374 b-108.2 Conformance. Temporary structures and uses shall comply with
2375 the requirements in Section 3103 of the Florida Building Code.

2376 c-108.3 Temporary power. The building official is authorized to give
2377 permission to temporarily supply and use power in part of an electric
2378 installation before such installation has been fully completed and the final
2379 certificate of completion has been issued. The part covered by the
2380 temporary certificate shall comply with the requirements specified for
2381 temporary lighting, heat or power in NFPA 70.

2382 d-108.4 Termination of approval. The building official is authorized to
2383 terminate such permit for a temporary structure or use and to order the
2384 temporary structure or use to be discontinued.

2385 **PART 9 FEES**

2386 a-109.1 Payment of fees. A permit shall not be valid until the fees
2387 prescribed by law have been paid, nor shall an amendment to a permit be
2388 released until the additional fee, if any, has been paid.

2389 b-109.2 Schedule of permit fees. On buildings, structures, electrical, gas,
2390 mechanical, and plumbing systems or alterations requiring a permit, a fee
2391 for each permit shall be paid as required, in accordance with the schedule
2392 as established by the applicable governing authority.

2393 b.1-109.2.1 Types of Fees Enumerated. Fees may be charged for but not
2394 limited to the following:

- 2395 1. Permits;
- 2396 2. Plans examination;
- 2397 3. Certificates of competency (including fees for applications,
2398 examinations, renewal, late renewal, and reciprocity);
- 2399 4. Re-inspections;
- 2400 5. Administrative fees (including fees for investigative and legal costs
2401 incurred in the context of certain disciplinary cases heard by the
2402 board);

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- 2403 6. Variance requests;
- 2404 7. Administrative appeals;
- 2405 8. Violations; and
- 2406 9. Other fees as established by local resolution or ordinance.
- 2407 c-109.3 Building permit valuations. The applicant for a permit shall
- 2408 provide an estimated permit value at time of application. Permit
- 2409 valuations shall include total value of work, including materials and labor,
- 2410 for which the permit is being issued, such as electrical, gas, mechanical,
- 2411 plumbing equipment and permanent systems. If, in the opinion of the
- 2412 building official, the valuation is underestimated on the application, the
- 2413 permit shall be denied, unless the applicant can show detailed estimates
- 2414 to meet the approval of the building official. Final building permit
- 2415 valuation shall be set by the building official.
- 2416 d-109.4 Work commencing before permit issuance. Any person who
- 2417 commences any work on a building, structure, electrical, gas, mechanical
- 2418 or plumbing system before obtaining the necessary permits or without
- 2419 prior approval from the building official as permitted in Paragraph b.2-
- 2420 105.2.2 or i-105.12 shall be subject to a fee established by the building
- 2421 official that shall be in addition to the required permit fees or as provided
- 2422 by local ordinance. This provision shall not apply to emergency work when
- 2423 delay would clearly have placed life or property in imminent danger. But
- 2424 in all such cases the required permit(s) must be applied for within three
- 2425 (3) business days and any unreasonable delay in obtaining those permit(s)
- 2426 shall result in the charge of a double fee. The payment of a double fee
- 2427 shall not preclude or be deemed a substitute for prosecution for
- 2428 commencing work without first obtaining a permit. The building official
- 2429 may grant extensions of time or waive fees when justifiable cause has
- 2430 been demonstrated in writing.
- 2431 e-109.5 Related fees. The payment of the fee for the construction,
- 2432 alteration, removal or demolition for work done in connection to or
- 2433 concurrently with the work authorized by a building permit shall not
- 2434 relieve the applicant or holder of the permit from the payment of other
- 2435 fees that are prescribed by law.
- 2436 f-109.6 Refunds. The building official is authorized to establish a refund
- 2437 policy.

PART 10 INSPECTIONS

a-110.1 General. Construction or work for which a permit is required shall be subject to inspection by the building official and such construction or work shall remain exposed and provided with access for inspection purposes until approved. Approval as a result of an inspection shall not be construed to be an approval of a violation of the provisions of this code or of other ordinances of the jurisdiction. Inspections presuming to give authority to violate or cancel the provisions of this code or of other ordinances of the jurisdiction shall not be valid. It shall be the duty of the owner or the owner's authorized agent to cause the work to remain exposed and provided with access for inspection purposes. The building official shall be permitted to require a boundary line survey prepared by a Florida licensed professional surveyor and mapper whenever the boundary lines cannot be readily determined in the field. Neither the building official nor the jurisdiction shall be liable for expense entailed in the removal or replacement of any material required to allow inspection.

a.1-110.1.1 Manufacturers and fabricators. When deemed necessary by the building official, he/she shall make, or cause to be made, an inspection of materials or assemblies at the point of manufacture or fabrication. A record shall be made of every such examination and inspection and of all violations of the technical codes.

a.2-110.1.2 Inspection service. The building official may make, or cause to be made, the inspections required by Part 10. He or she may accept reports of department inspectors, independent inspectors or of recognized inspection services, provided that after investigation he/she is satisfied as to their licensure, qualifications and reliability. A certificate required by any provision of this code shall not be based on such reports unless the same are recorded by the building code inspector or the architect or engineer performing building code inspections in a manner specified by the building official. The building official shall ensure that all persons making such inspections shall be certified in accordance to Chapter 468 Florida Statutes; or licensed under Chapter 471 or 481 Florida Statutes.

b-110.2 Preliminary inspection. Before issuing a permit, the building official is authorized to examine or cause to be examined buildings, structures and sites for which an application has been filed.

c-110.3 Required inspections. The building official upon notification from the permit holder or his or her agent shall make the following inspections, or any other such inspection as deemed necessary and shall either release that portion of the construction or shall notify the permit holder or his or her agent of any violations which must be corrected in order to comply with the technical codes. The building official shall determine the timing and sequencing of when inspections occur and what elements are inspected at each inspection.

Building

1. Foundation inspection. To be made after trenches are excavated, any required reinforcing steel is in place, forms erected and shall at a minimum include the following building components:

Stem-wall

Monolithic slab-on-grade

Piling/pile caps

Footers/grade beams

1.1. Slab Inspection: Concrete slab and under-floor inspections shall be made after in-slab or under-floor reinforcing steel and building service equipment, conduit, piping accessories and other ancillary equipment items are in place, but before any concrete is placed or floor sheathing installed, including the subfloor.

1.2. A foundation/form board survey prepared and certified by a Florida licensed professional surveyor and mapper may be required, prior to approval of the slab inspection. The survey shall certify placement of the building on the site, illustrate all surrounding setback dimensions and shall be available at the job site for review by the building inspector. In lieu of providing a survey, the contractor may elect to uncover all property line markers and string-up all property lines in preparation for inspection.

1.3. In flood hazard areas, upon placement of the lowest floor, including basement, and prior to further vertical construction, the elevation certification shall be submitted to the building official.

2. Framing inspection. To be made after the roof, all framing, fireblocking and bracing is in place, all concealing wiring, all pipes,

2508 chimneys, ducts and vents are complete and the rough electrical,
2509 plumbing, heating wires, pipes and ducts are approved and shall at a
2510 minimum include the following building components:

2511 Window/door framing

2512 Window U-factor/SHGC (as indicated on approved energy
2513 calculations)

2514 Vertical cells/columns

2515 Lintel/tie beams

2516 Framing/trusses/bracing/connectors (including truss layout and
2517 engineered drawings)

2518 Draftstopping/fireblocking

2519 Curtain wall framing

2520 Energy insulation (Insulation R-factor as indicated on approved
2521 energy calculations)

2522 Accessibility

2523 Verify rough opening dimensions are within tolerances.

2524 Window/door buck attachment

2525 2.1 Insulation Inspection: To be made after the framing inspection is
2526 approved and the insulation is in place, according to approved energy
2527 calculation submittal. Includes wall and ceiling insulation.

2528 2.2 Lath and gypsum board inspection for fire-resistance rated or
2529 shear assemblies. Lath and gypsum board inspections shall be made
2530 after lathing and gypsum board, interior and exterior, is in place, but
2531 before ant plastering is applied or gypsum board joints and fasteners
2532 are taped and finished.

2533 3. Sheathing inspection. To be made either as part of a dry-in
2534 inspection or done separately at the request of the contractor after
2535 all roof and wall sheathing and fasteners are complete and shall at a
2536 minimum include the following building components:

2537 Roof sheathing

2538 Wall sheathing

2539 Continuous air barrier

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- 2540 Exterior siding/cladding
- 2541 Sheathing fasteners
- 2542 Roof/wall dry-in
- 2543 Sheathing fasteners installed and found to be missing the
- 2544 structural member (shiners) shall be removed and properly
- 2545 reinstalled prior to installation of the dry-in material.
- 2546 4. Exterior wall coverings. Shall at a minimum include the following
- 2547 building components in progress inspections:
- 2548 Exterior wall coverings and veneers
- 2549 Soffit coverings
- 2550 5. Roofing inspection. Shall at a minimum be made in at least two
- 2551 inspections and include the following building components:
- 2552 Dry-in
- 2553 Insulation
- 2554 Roof coverings (including In Progress as necessary)
- 2555 Insulation on roof deck (according to submitted energy
- 2556 calculation)
- 2557 Flashing
- 2558 5.1 Re-roof sheathing inspection. An affidavit with a notarized
- 2559 signature of a state or locally licensed roofing contractor for the
- 2560 installation of additional sheathing fasteners as required by the
- 2561 Existing Building Code may be accepted at the discretion of the
- 2562 building official.
- 2563 6. Final inspection. To be made after the building is completed and
- 2564 ready for occupancy.
- 2565 6.1. In flood hazard areas, as part of the final inspection, a final
- 2566 certification of the lowest floor elevation or the elevation to which a
- 2567 building is dry floodproofed, as applicable, shall be submitted to the
- 2568 authority having jurisdiction.
- 2569 7. Swimming pool inspection. First inspection to be made after
- 2570 excavation and installation of reinforcing steel, bonding and main
- 2571 drain and prior to placing of concrete.

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- 2572 1. Steel reinforcement inspection
- 2573 2. Underground electric inspection
- 2574 3. Underground piping inspection including a pressure test.
- 2575 4. Underground electric inspection under deck area (including
- 2576 the equipotential bonding)
- 2577 5. Underground piping inspection under deck area
- 2578 6. Deck inspection: to be made prior to installation of the deck
- 2579 material (with forms, deck drains, and any reinforcement in place
- 2580 7. Safety Inspection; Made prior to filling the pool with the
- 2581 bonding connections made, the proper drain covers installed and
- 2582 the final barriers installed.
- 2583 8. Final pool piping
- 2584 9. Final Electrical inspection
- 2585 10. Final inspection to be made when the swimming pool is
- 2586 complete and all required enclosure requirements are in place.
- 2587 In order to pass final inspection and receive a certificate of
- 2588 completion, a residential swimming pool must meet the
- 2589 requirements relating to pool safety features as described in
- 2590 Section 454.2.17 of the Florida Building Code.
- 2591 8. Demolition inspections. First inspection to be made after all utility
- 2592 connections have been dis- connected and secured in such manner
- 2593 that no unsafe or unsanitary conditions shall exist during or after
- 2594 demolition operations.
- 2595 Final inspection to be made after all demolition work is completed.
- 2596 9. Manufactured building inspections. The building department shall
- 2597 inspect construction of foundations; connecting buildings to
- 2598 foundations; installation of parts identified on plans as site installed
- 2599 items, joining the modules, including utility cross- overs; utility
- 2600 connections from the building to utility lines on site; and any other
- 2601 work done on site which requires compliance with the Florida
- 2602 Building Code. Additional inspections may be required for public
- 2603 educational facilities (see Section 453.27.20 of the Florida Building
- 2604 Code).

2605 10. Where impact-resistant coverings or impact-resistant systems
2606 are installed, the building official shall schedule adequate inspections
2607 of impact-resistant coverings or impact-resistant systems to
2608 determine the following:

2609 The system indicated on the plans was installed.

2610 The system is installed in accordance with the manufacturer's
2611 installation instructions and the product approval.

2612 **Electrical**

2613 1. Underground inspection. To be made after trenches or ditches are
2614 excavated, conduit or cable installed, and before any backfill is put in
2615 place.

2616 2. Rough-in inspection. To be made after the roof, framing,
2617 fireblocking and bracing is in place and prior to the installation of wall
2618 or ceiling membranes.

2619 3. Final inspection. To be made after the building is complete, all
2620 required electrical fixtures are in place and properly connected or
2621 protected, and the structure is ready for occupancy.

2622 4. Existing Swimming Pools. To be made after all repairs or alterations
2623 are complete, all required electrical equipment, GFCI protection, and
2624 equipotential bonding are in place on said alterations or repairs.

2625 **Plumbing**

2626 1. Underground inspection. To be made after trenches or ditches are
2627 excavated, piping installed, and before any backfill is put in place.

2628 2. Rough-in inspection. To be made after the roof, framing,
2629 fireblocking and bracing is in place and all soil, waste and vent piping
2630 is complete, and prior to this installation of wall or ceiling
2631 membranes.

2632 Includes plumbing provisions of the energy code and approved
2633 energy calculation provisions.

2634 3. Final inspection. To be made after the building is complete, all
2635 plumbing fixtures are in place and properly connected, and the
2636 structure is ready for occupancy.

2637 Note: See Section 312 of the Florida Building Code, Plumbing for
2638 required tests.

2639 **Mechanical**

2640 1. Underground inspection. To be made after trenches or ditches are
2641 excavated, underground duct and fuel piping installed, and before
2642 any backfill is put in place.

2643 2. Rough-in inspection. To be made after the roof, framing,
2644 fireblocking and bracing are in place and all ducting, and other
2645 concealed components are complete, and prior to the installation of
2646 wall or ceiling membranes.

2647 Includes mechanical provisions of the energy code and approved
2648 energy calculation provisions.

2649 3. Final inspection. To be made after the building is complete, the
2650 mechanical system is in place and properly connected, and the
2651 structure is ready for occupancy.

2652 **Gas**

2653 1. Rough piping inspection. To be made after all new piping
2654 authorized by the permit has been installed, and before any such
2655 piping has been covered or concealed or any fixtures or gas
2656 appliances have been connected.

2657 Includes gas provisions of the energy code and approved energy
2658 calculation provisions.

2659 2. Final piping inspection. To be made after all piping authorized by
2660 the permit has been installed and after all portions which are to be
2661 concealed by plastering or otherwise have been so concealed, and
2662 before any fixtures or gas appliances have been connected. This
2663 inspection shall include a pressure test.

2664 3. Final inspection. To be made on all new gas work authorized by
2665 the permit and such portions of existing systems as may be affected
2666 by new work or any changes, to ensure compliance with all the
2667 requirements of this code and to assure that the installation and
2668 construction of the gas system is in accordance with reviewed plans.

2669 **Site Debris**

2670 1. The contractor and/or owner of any active or inactive construction
2671 project shall be responsible for the clean-up and removal of all
2672 construction debris or any other miscellaneous discarded articles
2673 during the course of the construction project and prior to receiving
2674 final inspection approval. Construction job sites must be kept clean
2675 and in a safe condition at all times.

2676 2. All debris shall be kept in such a manner as to prevent it from being
2677 spread by any means.

2678 c.1-110.3.1 Footing and foundation inspection.

2679 Footing and foundation inspections shall be made after excavations for
2680 footings are complete and any required reinforcing steel is in place. For
2681 concrete foundations, any required forms shall be in place prior to
2682 inspection. Materials for the foundation shall be on the job, except where
2683 concrete is ready mixed in accordance with ASTM C 94, the concrete need
2684 not be on the job.

2685 c.2-110.3.2 Concrete slab and under-floor inspection. Concrete slab and
2686 under-floor inspections shall be made after in-slab or under-floor
2687 reinforcing steel and building service equipment, conduit, piping
2688 accessories and other ancillary equipment items are in place, but before
2689 any concrete is placed or floor sheathing installed, including the subfloor.

2690 c.3-110.3.3 Lowest floor elevation. In flood hazard areas, upon placement
2691 of the lowest floor, including the basement, and prior to further vertical
2692 construction, the elevation certification required in Section 1612.4 of the
2693 Florida Building Code, Building and Section R322 of the Florida Building
2694 Code, Residential, shall be submitted to the building official.

2695 c.4-110.3.4 Frame inspection. Framing inspections shall be made after the
2696 roof deck or sheathing, all framing, fireblocking and bracing are in place
2697 and pipes, chimneys and vents to be concealed are complete and the
2698 rough electrical, plumbing, heating wires, pipes and ducts are approved.

2699 c.5-110.3.5 Lath, gypsum board and gypsum panel product inspection.
2700 Lath, gypsum board and gypsum panel product inspections shall be made
2701 after lathing, gypsum board and gypsum panel products, interior and
2702 exterior, are in place, but before any plastering is applied or gypsum board
2703 and gypsum panel product joints and fasteners are taped and finished.

2704 Exception: Gypsum board and gypsum panel products that are not
2705 part of a fire-resistance-rated assembly or a shear assembly.

2706 c.6-110.3.6 Weather-exposed balcony and walking surface waterproofing.
2707 Where balcony or other elevated walking surfaces are exposed to water
2708 from direct or blowing rain or irrigation, and the structural framing is
2709 protected by an impervious moisture barrier, all elements of the
2710 impervious-moisture-barrier system shall not be concealed until
2711 inspected and approved.

2712 c.7-110.3.7 Fire and smoke-resistant penetrations. Protection of joints
2713 and penetrations in fire-resistance- rated assemblies, smoke barriers and
2714 smoke partitions shall not be concealed from view until inspected and
2715 approved.

2716 c.8-110.3.8 Energy efficiency inspections. Inspections shall be made to
2717 determine compliance with FBC, Energy Conservation and confirm with
2718 the approved energy code submittal (by appropriate trade) and
2719 corresponding mandatory requirements and shall include, but not be
2720 limited to, inspections for: corresponding envelope insulation R- and U-
2721 values, fenestration U-value, and Solar Heat Gain Coefficient, duct system
2722 R-value, and HVAC, lighting, electrical and water-heating equipment
2723 efficiency.

2724 c.9-110.3.9 Other inspections. In addition to the inspections specified in
2725 Paragraphs c-110.3 through c.8-110.3.8, the building official is authorized
2726 to make or require other inspections of any construction work to ascertain
2727 compliance with the provisions of this code and other laws that are
2728 enforced by the department of building safety.

2729 c.10-110.3.10 Special inspections. Reserved.

2730 c.11-110.3.11 Final inspection. The final inspection shall be made after all
2731 work required by the building permit is completed.

2732 c.11.(i)-110.3.11.1 Flood hazard documentation.

2733 If located in a flood hazard area, documentation as required in Section
2734 1612.5 of the Florida Building Code, Building; or Section R322 of the
2735 Florida Building Code, Residential, shall be submitted to the building
2736 official prior to the final inspection.

2737 c.11.(ii)-110.3.11.2 Commercial Energy Code documentation. If required
2738 by energy code path submittal, confirmation that commissioning result
2739 requirements have been received by building owner.

2740 c.11.(iii)-110.3.11.3 Residential Energy Code documentation. If required
2741 by energy code path submittal (R405), confirmation that the envelope and
2742 duct test requirements shall be received by building official.

2743 c.12-110.3.12 Termites. Building components and building surroundings
2744 required to be protected from termite damage in accordance with
2745 Section 1503.7, Section 2304.12.9 or Section 2304.12.4 of the Florida
2746 Building Code, specifically required to be inspected for termites in
2747 accordance with Section 2114 of said code, or required to have chemical
2748 soil treatment in accordance with Section 1816 of said code shall not be
2749 covered or concealed until the release from the building official has been
2750 received.

2751 c.13-110.3.13 Impact-resistant coverings or systems. Where impact-
2752 resistant coverings or systems are installed to meet requirements of this
2753 code, the building official shall schedule adequate inspections of impact-
2754 resistant coverings or systems to determine the following:

- 2755 1. The system indicated on the plans was installed.
- 2756 2. The system is installed in accordance with the manufacturer's
2757 installation instructions and the product approval.

2758 d-110.4 Inspection agencies. The building official is authorized to accept
2759 reports of approved inspection agencies, provided such agencies satisfy
2760 the requirements as to qualifications and reliability.

2761 e-110.5 Inspection requests. It shall be the duty of the holder of the
2762 building permit or their duly authorized agent to notify the building official
2763 when work is ready for inspection. It shall be the duty of the permit holder
2764 to provide access to and means for inspections of such work that are
2765 required by this code.

2766 f-110.6 Approval required. Work shall not be done beyond the point
2767 indicated in each successive inspection without first obtaining the
2768 approval of the building official. The building official, upon notification,
2769 shall make the requested inspections and shall either indicate the portion
2770 of the construction that is satisfactory as completed, or notify the permit
2771 holder or his or her agent wherein the same fails to comply with this code.

2772 Any portions that do not comply shall be corrected and such portion shall
2773 not be covered or concealed until authorized by the building official.

2774 g-110.7 Shoring. For threshold buildings, shoring and associated
2775 formwork or falsework shall be designed and inspected by a Florida
2776 licensed professional engineer prior to any required mandatory
2777 inspections by the threshold building inspector.

2778 h-110.8 Threshold building.

2779 h.1-110.8.1 During new construction or during repair or restoration
2780 projects in which the structural system or structural loading of a building
2781 is being modified, the enforcing agency shall require a special inspector to
2782 perform structural inspections on a threshold building pursuant to a
2783 structural inspection plan prepared by the engineer or architect of record.
2784 The structural inspection plan must be submitted to the enforcing agency
2785 prior to the issuance of a building permit for the construction of a
2786 threshold building. The purpose of the structural inspection plans is to
2787 provide specific inspection procedures and schedules so that the building
2788 can be adequately inspected for compliance with the permitted
2789 documents. The special inspector may not serve as a surrogate in carrying
2790 out the responsibilities of the building official, the architect, or the
2791 engineer of record. The contractor's contractual or statutory obligations
2792 are not relieved by any action of the special inspector.

2793 h.2-110.8.2 The special inspector shall determine that a professional
2794 engineer who specializes in shoring design has inspected the shoring and
2795 reshoring for conformance with the shoring and reshoring plans
2796 submitted to the enforcing agency. A fee simple title owner of a building,
2797 which does not meet the minimum size, height, occupancy, occupancy
2798 classification, or number-of-stories criteria which would result in
2799 classification as a threshold building under s. 553.71(7), Florida Statutes
2800 may designate such building as a threshold building, subject to more than
2801 the minimum number of inspections required by the Florida Building
2802 Code.

2803 h.3-110.8.3 The fee owner of a threshold building shall select and pay all
2804 costs of employing a special inspector, but the special inspector shall be
2805 responsible to the enforcement agency. The inspector shall be a person
2806 certified, licensed or registered under Chapter 471, Florida Statutes, as an
2807 engineer or under Chapter 481, Florida Statutes, as an architect.

2808 h.4-110.8.4 Each enforcement agency shall require that, on every
2809 threshold building:

2810 h.4.(i)-110.8.4.1 The special inspector, upon completion of the building
2811 and prior to the issuance of a certificate of occupancy, file a signed and
2812 sealed statement with the enforcement agency in substantially the
2813 following form: "To the best of my knowledge and belief, the above
2814 described construction of all structural load- bearing components
2815 complies with the permitted documents, and the shoring and reshoring
2816 conforms to the shoring and reshoring plans submitted to the
2817 enforcement agency."

2818 h.4.(ii)-110.8.4.2 Any proposal to install an alternate structural product or
2819 system to which building codes apply be submitted to the enforcement
2820 agency for review for compliance with the codes and made part of the
2821 enforcement agency's recorded set of permit documents.

2822 h.4.(iii)-110.8.4.3 All shoring and reshoring procedures, plans and details
2823 be submitted to the enforcement agency for recordkeeping. Each shoring
2824 and reshoring installation shall be supervised, inspected and certified to
2825 be in compliance with the shoring documents by the contractor.

2826 h.4.(iv)-110.8.4.4 All plans for the building which are required to be signed
2827 and sealed by the architect or engineer of record contain a statement
2828 that, to the best of the architect's or engineer's knowledge, the plans and
2829 specifications comply with the applicable minimum building codes and
2830 the applicable fire-safety standards as deter- mined by the local authority
2831 in accordance with this paragraph and Chapter 633, Florida Statutes.

2832 h.5-110.8.5 No enforcing agency may issue a building permit for
2833 construction of any threshold building except to a licensed general
2834 contractor, as defined in Section 489.105(3)(a), Florida Statutes, or to a
2835 licensed building contractor, as defined in Section 489.105(3)(b), Florida
2836 Statutes, within the scope of her or his license. The named contractor to
2837 whom the building permit is issued shall have the responsibility for
2838 supervision, direction, management and control of the construction
2839 activities on the project for which the building permit was issued.

2840 h.6-110.8.6 The building department may allow a special inspector to
2841 conduct the minimum structural inspection of threshold buildings
2842 required by this code, Section 553.73, Florida Statutes, without
2843 duplicative inspection by the building department. The building official is

2844 responsible for ensuring that any person conducting inspections is
2845 qualified as a building inspector under Part XII of Chapter 468, Florida
2846 Statutes, or certified as a special inspector under Chapter 471 or 481,
2847 Florida Statutes. Inspections of threshold buildings required by Section
2848 553.79(5), Florida Statutes, are in addition to the minimum inspections
2849 required by this code.

2850 i-110.9 Mandatory structural inspections for condominium and
2851 cooperative buildings.

2852 i.1-110.9.1 General. The Legislature finds that maintaining the structural
2853 integrity of a building throughout the life of the building is of paramount
2854 importance in order to ensure that buildings are structurally sound so as
2855 to not pose a threat to the public health, safety, or welfare. As such, the
2856 Legislature finds that the imposition of a statewide structural inspection
2857 program for aging condominium and cooperative buildings in this state is
2858 necessary to ensure that such buildings are safe for continued use.

2859 i.2-110.9.2. As used in this Paragraph i.1-110.9, the terms:

2860 (a) “Milestone inspection” means a structural inspection of a building,
2861 including an inspection of load-bearing elements and the primary
2862 structural members and primary structural systems as those terms are
2863 defined in s. 627.706, Florida Statutes, by an architect licensed under
2864 chapter 481 or engineer licensed under chapter 471 authorized to
2865 practice in this state for the purposes of attesting to the life safety and
2866 adequacy of the structural components of the building and, to the extent
2867 reasonably possible, determining the general structural condition of the
2868 building as it affects the safety of such building, including a determination
2869 of any necessary maintenance, repair, or replacement of any structural
2870 component of the building. The purpose of such inspection is not to
2871 determine if the condition of an existing building is in compliance with the
2872 Florida Building Code or the fire safety code. The milestone inspection
2873 services may be provided by a team of professionals with an architect or
2874 engineer acting as a registered design professional in responsible charge
2875 with all work and reports signed and sealed by the appropriate qualified
2876 team member.

2877 (b) “Substantial structural deterioration” means substantial structural
2878 distress or substantial structural weakness that negatively affects a
2879 building’s general structural condition and integrity. The term does not

2880 include surface imperfections such as cracks, distortion, sagging,
2881 deflections, misalignment, signs of leakage, or peeling of finishes unless
2882 the licensed engineer or architect performing the phase one or phase two
2883 inspection determines that such surface imperfections are a sign of
2884 substantial structural deterioration.

2885 i.3-110.9.3.

2886 (a) An owner or owners of a building that is three stories or more in
2887 height as determined by the Florida Building Code and that is subject,
2888 in whole or in part, to the condominium or cooperative form of
2889 ownership as a residential condominium under chapter 718, Florida
2890 Statutes, or a residential cooperative under chapter 719, Florida
2891 Statutes, must have a milestone inspection performed by December
2892 31 of the year in which the building reaches 30 years of age, based on
2893 the date the certificate of occupancy for the building was issued, and
2894 every 10 years thereafter. If a building reached 30 years of age before
2895 July 1, 2022, the building's initial milestone inspection must be
2896 performed before December 31, 2024. If a building reaches 30 years
2897 of age on or after July 1, 2022, and before December 31, 2024, the
2898 building's initial milestone inspection must be performed before
2899 December 31, 2025. If the date of issuance for the certificate of
2900 occupancy is not available, the date of issuance of the building's
2901 certificate of occupancy shall be the date of occupancy evidenced in
2902 any record of the local building official.

2903 (b) The local enforcement agency may determine that local
2904 circumstances, including environmental conditions such as proximity
2905 to salt water as defined in s. 379.101, require that a milestone
2906 inspection must be performed by December 31 of the year in which
2907 the building reaches 25 years of age, based on the date the certificate
2908 of occupancy for the building was issued, and every 10 years
2909 thereafter.

2910 (c) The local enforcement agency may extend the date by which a
2911 building's initial milestone inspection must be completed upon a
2912 showing of good cause by the owner or owners of the building that
2913 the inspection cannot be timely completed if the owner or owners
2914 have entered into a contract with an architect or engineer to perform
2915 the milestone inspection and the inspection cannot reasonably be

2916 completed before the deadline or other circumstance to justify an
2917 extension.

2918 (d) The local enforcement agency may accept an inspection report
2919 prepared by a licensed engineer or architect for a structural integrity
2920 and condition inspection of a building performed before July 1, 2022,
2921 if the inspection and report substantially comply with the
2922 requirements of this paragraph. Notwithstanding when such
2923 inspection was completed, the condominium or cooperative
2924 association must comply with the unit owner notice requirements in
2925 Paragraph i.9-110.9.9. The inspection for which an inspection report
2926 is accepted by the local enforcement agency under this paragraph is
2927 deemed a milestone inspection for the applicable requirements in
2928 chapters 718 and 719. If a previous inspection and report is accepted
2929 by the local enforcement agency under this paragraph, the deadline
2930 for the building's subsequent 10-year milestone inspection is based
2931 on the date of the accepted previous inspection.

2932 i.4-110.9.4. The milestone inspection report must be arranged by a
2933 condominium or cooperative association and any owner of any portion of
2934 the building which is not subject to the condominium or cooperative form
2935 of ownership. The condominium association or cooperative association
2936 and any owner of any portion of the building which is not subject to the
2937 condominium or cooperative form of ownership are each responsible for
2938 ensuring compliance with the requirements of this paragraph. The
2939 condominium association or cooperative association is responsible for all
2940 costs associated with the milestone inspection attributable to the
2941 portions of a building which the association is responsible to maintain
2942 under the governing documents of the association. This paragraph does
2943 not apply to a single-family, two-family, or three-family dwelling with
2944 three or fewer habitable stories above ground.

2945 i.5-110.9.5. Upon determining that a building must have a milestone
2946 inspection, the local enforcement agency must provide written notice of
2947 such required inspection to the condominium association or cooperative
2948 association and any owner of any portion of the building which is not
2949 subject to the condominium or cooperative form of ownership, as
2950 applicable, by certified mail, return receipt requested. The condominium
2951 or cooperative association must notify the unit owners of the required
2952 milestone inspection within 14 days after receipt of the written notice

from the local enforcement agency and provide the date that the milestone inspection must be completed. Such notice may be given by electronic submission to unit owners who consent to receive notice by electronic submission or by posting on the association's website.

i.6-110.9.6. Phase one of the milestone inspection must be completed within 180 days after the owner or owners of the building receive the written notice under Paragraph i.5-110.9.5. For purposes of this paragraph, completion of phase one of the milestone inspection means the licensed engineer or architect who performed the phase one inspection submitted the inspection report by e-mail, United States Postal Service, or commercial delivery service to the local enforcement agency.

i.7-110.9.7. A milestone inspection consists of two phases:

i.7.(i)-110.9.7.1. For phase one of the milestone inspection, a licensed architect or engineer authorized to practice in this state shall perform a visual examination of habitable and nonhabitable areas of a building, including the major structural components of a building, and provide a qualitative assessment of the structural conditions of the building. If the architect or engineer finds no signs of substantial structural deterioration to any building components under visual examination, phase two of the inspection, as provided in Paragraph i.7.(ii)-110.9.7.2, is not required. An architect or engineer who completes a phase one milestone inspection shall prepare and submit an inspection report pursuant to Paragraph i.8-110.9.8.

i.7.(ii)-110.9.7.2. A phase two of the milestone inspection must be performed if any substantial structural deterioration is identified during phase one. A phase two inspection may involve destructive or nondestructive testing at the inspector's direction. The inspection may be as extensive or as limited as necessary to fully assess areas of structural distress in order to confirm that the building is structurally sound and safe for its intended use and to recommend a program for fully assessing and repairing distressed and damaged portions of the building. When determining testing locations, the inspector must give preference to locations that are the least disruptive and most easily repairable while still being representative of the structure. If a phase two inspection is required, within 180 days after submitting a phase one inspection report the architect or engineer performing the phase two inspection must submit a phase two progress report to the local enforcement agency with

2990 a timeline for completion of the phase two inspection. An inspector who
2991 completes a phase two milestone inspection shall prepare and submit an
2992 inspection report pursuant to Paragraph i.8-110.9.8.

2993 i.8-110.9.8. Upon completion of a phase one or phase two milestone
2994 inspection, the architect or engineer who performed the inspection must
2995 submit a sealed copy of the inspection report with a separate summary
2996 of, at minimum, the material findings and recommendations in the
2997 inspection report to the condominium association or cooperative
2998 association, to any other owner of any portion of the building which is not
2999 subject to the condominium or cooperative form of ownership, and to the
3000 building official of the local government which has jurisdiction. The
3001 inspection report must, at a minimum, meet all of the following criteria:

3002 (a) Bear the seal and signature, or the electronic signature, of the
3003 licensed engineer or architect who performed the inspection.

3004 (b) Indicate the manner and type of inspection forming the basis for
3005 the inspection report.

3006 (c) Identify any substantial structural deterioration, within a
3007 reasonable professional probability based on the scope of the
3008 inspection, describe the extent of such deterioration, and identify any
3009 recommended repairs for such deterioration.

3010 (d) State whether unsafe or dangerous conditions, as those terms are
3011 defined in the Florida Building Code, were observed.

3012 (e) Recommend any remedial or preventive repair for any items that
3013 are damaged but are not substantial structural deterioration.

3014 (f) Identify and describe any items requiring further inspection.

3015 i.9-110.9.9. Within 45 days after receiving the applicable inspection
3016 report, the condominium or cooperative association must distribute a
3017 copy of the inspector-prepared summary of the inspection report to each
3018 condominium unit owner or cooperative unit owner, regardless of the
3019 findings or recommendations in the report, by United States mail or
3020 personal delivery at the mailing address, property address, or any other
3021 address of the owner provided to fulfill the association's notice
3022 requirements under chapter 718 or chapter 719, as applicable, and by
3023 electronic transmission to the e-mail address or facsimile number
3024 provided to fulfill the association's notice requirements to unit owners

who previously consented to received notice by electronic transmission; must post a copy of the inspector-prepared summary in a conspicuous place on the condominium or cooperative property; and must publish the full report and inspector- prepared summary on the association’s website, if the association is required to have a website.

i.10-110.9.10. A local enforcement agency may prescribe timelines and penalties with respect to compliance with this paragraph.

i.11-110.9.11. A board of county commissioners or municipal governing body may adopt an ordinance requiring that a condominium or cooperative association and any other owner that is subject to this paragraph schedule or commence repairs for substantial structural deterioration within a specified timeframe after the local enforcement agency receives a phase two inspection report; however, such repairs must be commenced within 365 days after receiving such report. If an owner of the building fails to submit proof to the local enforcement agency that repairs have been scheduled or have commenced for substantial structural deterioration identified in a phase two inspection report within the required timeframe, the local enforcement agency must review and determine if the building is unsafe for human occupancy.

PART 11 CERTIFICATE OF OCCUPANCY

a-111.1 Use and occupancy. A building or structure shall not be used or occupied, and a change in the existing use or occupancy classification of a building or structure or portion thereof shall not be made, until the building official has issued a certificate of occupancy therefor as provided herein. Issuance of a certificate of occupancy shall not be construed as an approval of a violation of the provisions of this code or of other ordinances of the jurisdiction.

Exception: Certificates of occupancy are not required for work exempt from permits in accordance with Paragraph b-105.2.

b-111.2 Certificate issued. After the building official inspects the building or structure and does not find violations of the provisions of this code or other laws that are enforced by the department of building safety, the building official shall issue a certificate of occupancy that contains the following:

1. The building permit number.

-
- 3060 2. The address of the structure.
- 3061 3. The name and address of the owner or the owner's authorized
3062 agent.
- 3063 4. A description of that portion of the structure for which the
3064 certificate is issued.
- 3065 5. A statement that the described portion of the structure has been
3066 inspected for compliance with the requirements of this code for the
3067 occupancy and division of occupancy and the use for which the
3068 proposed occupancy is classified.
- 3069 6. For buildings and structures in flood hazard areas, a statement that
3070 documentation of the as-built lowest floor elevation has been
3071 provided and is retained in the records of the building official.
- 3072 7. The name of the building official.
- 3073 8. The edition of the code under which the permit was issued.
- 3074 9. The use and occupancy, in accordance with the provisions of
3075 Chapter 3 of the Florida Building Code.
- 3076 10. The type of construction as defined in Chapter 6 of the Florida
3077 Building Code.
- 3078 11. The design occupant load.
- 3079 12. If an automatic sprinkler system is provided, whether the
3080 sprinkler system is required.
- 3081 13. Any special stipulations and conditions of the building permit.
- 3082 c-111.3 Temporary occupancy. The building official is authorized to issue
3083 a temporary certificate of occupancy before the completion of the entire
3084 work covered by the permit, provided that such portion or portions shall
3085 be occupied safely. The building official shall set a time period during
3086 which the temporary certificate of occupancy is valid.
- 3087 d-111.4 Revocation. The building official is authorized to, in writing,
3088 suspend or revoke a certificate of occupancy or completion issued under
3089 the provisions of this code wherever the certificate is issued in error, or
3090 on the basis of incorrect information supplied, or where it is determined
3091 that the building or structure or portion thereof is in violation of any
3092 ordinance or regulation or any of the provisions of this code.

e-111.5 Certificate of completion. A certificate of completion is proof that a structure or system is complete and for certain types of permits is released for use and may be connected to a utility system. This certificate does not grant authority to occupy a building, such as shell building, prior to the issuance of a certificate of occupancy.

PART 12 SERVICE UTILITIES

a-112.1 Connection of service utilities. A person shall not make connections from a utility, source of energy, fuel or power to any building or system that is regulated by this code for which a permit is required, until released by the building official.

b-112.2 Temporary connection. The building official shall have the authority to authorize the temporary connection of the building or system to the utility, source of energy, fuel or power.

c-112.3 Authority to disconnect service utilities. The building official shall have the authority to authorize disconnection of utility service to the building, structure or system regulated by this code and the referenced codes and standards set forth in Paragraph d-101.4 in case of emergency where necessary to eliminate an immediate hazard to life or property or where such utility connection has been made without the approval required by Paragraph a-112.1 or b-112.2. The building official shall notify the serving utility, and wherever possible the owner and occupant of the building, structure or service system of the decision to disconnect prior to taking such action. If not notified prior to disconnecting, the owner or occupant of the building, structure or service system shall be notified in writing, as soon as practical thereafter.

PART 13 BOARD OF APPEALS

Reserved

PART 14 VIOLATIONS

a-114.1 Unlawful acts. It shall be unlawful for any person, firm or corporation to erect, construct, alter, extend, repair, move, remove, demolish or occupy any building, structure or equipment regulated by this code, or cause same to be done, in conflict with or in violation of any of the provisions of this code.

b-114.2 Notice of violation. The building official is authorized to serve a notice of violation or order on the person responsible for the erection,

construction, alteration, extension, repair, moving, removal, demolition or occupancy of a building or structure in violation of the provisions of this code, or in violation of a permit or certificate issued under the provisions of this code. Such order shall direct the discontinuance of the illegal action or condition and the abatement of the violation.

c-114.3 Prosecution of violation. If the notice of violation is not complied with promptly, the building official is authorized to request the legal counsel of the jurisdiction to institute the appropriate proceeding at law or in equity to restrain, correct or abate such violation, or to require the removal or termination of the unlawful occupancy of the building or structure in violation of the provisions of this code or of the order or direction made pursuant thereto.

d-114.4 Violation penalties. Any person who violates a provision of this code or fails to comply with any of the requirements thereof or who erects, constructs, alters or repairs a building or structure in violation of the approved construction documents or directive of the building official, or of a permit or certificate issued under the provisions of this code, shall be subject to penalties as prescribed by law.

PART 15 STOP WORK ORDER

a-115.1 Authority. Where the building official finds any work regulated by this code being performed in a manner either contrary to the provisions of this code or dangerous or unsafe, the building official is authorized to issue a stop work order.

b-115.2 Issuance. The stop work order shall be in writing and shall be given to the owner of the property involved, the owner's authorized agent or the person performing the work. Upon issuance of a stop work order, the cited work shall immediately cease. The stop work order shall state the reason for the order and the conditions under which the cited work will be permitted to resume.

c-115.3 Unlawful continuance. Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be subject to penalties as prescribed by law.

PART 16 UNSAFE STRUCTURES AND EQUIPMENT

a-116.1 Conditions. Structures or existing equipment that are or hereafter become unsafe, insanitary or deficient because of inadequate means of egress facilities, inadequate light and ventilation, or which constitute a fire hazard, or are otherwise dangerous to human life or the public welfare, or that involve illegal or improper occupancy or inadequate maintenance, shall be deemed an unsafe condition. Unsafe structures shall be taken down and removed or made safe, as the building official deems necessary and as provided for in this paragraph. A vacant structure that is not secured against entry shall be deemed unsafe.

b-116.2 Record. The building official shall cause a report to be filed on an unsafe condition. The report shall state the occupancy of the structure and the nature of the unsafe condition.

c-116.3 Notice. If an unsafe condition is found, the building official shall serve on the owner, agent or person in control of the structure, a written notice that describes the condition deemed unsafe and specifies the required repairs or improvements to be made to abate the unsafe condition, or that requires the unsafe structure to be demolished within a stipulated time. Such notice shall require the person thus notified to declare immediately to the building official acceptance or rejection of the terms of the order.

d-116.4 Method of service. Such notice shall be deemed properly served if a copy thereof is (a) delivered to the owner personally; (b) sent by certified or registered mail addressed to the owner at the last known address with the return receipt requested; or (c) delivered in any other manner as prescribed by local law. If the certified or registered letter is returned showing that the letter was not delivered, a copy thereof shall be posted in a conspicuous place in or about the structure affected by such notice. Service of such notice in the foregoing manner upon the owner's agent or upon the person responsible for the structure shall constitute service of notice upon the owner.

e-116.5 Restoration. Where the structure or equipment determined to be unsafe by the building official is restored to a safe condition, to the extent that repairs, alterations or additions are made or a change of occupancy occurs during the restoration of the structure, such repairs, alterations,

additions and change of occupancy shall comply with the requirements of Paragraph b.2-105.2.2 and the Florida Building Code, Existing Building.

PART 17 VARIANCES IN FLOOD HAZARD AREAS

a-117.1 Flood hazard areas. Pursuant to Section 553.73(5), Florida Statutes, the variance procedures adopted in the local flood plain management ordinance shall apply to requests submitted to the building official for variances to the provisions of Section 1612.4 of the Florida Building Code, Building or, as applicable, the provisions of Section R322 of the Florida Building Code, Residential. This paragraph shall not apply to Section 3109 of the Florida Building Code, Building.

Sec. 22-6. Exemptions.

(a) Shall be as set forth in Section 489.103, Florida Statutes.

(b) This article shall not apply to:

- (1) An authorized employee of the United States, this state, or any municipality, county, irrigation district, reclamation district, or any other municipal or political subdivision, except school boards, the board of regents, and community colleges, unless for the purpose of performing routine maintenance or repair or construction not exceeding \$200,000.00 to existing installations, if the employee does not hold himself or herself out for hire or otherwise engage in contracting except in accordance with his or her employment. If the construction, remodeling, or improvement exceeds \$200,000.00, school boards, the board of regents, and community colleges, shall not divide the project into separate components for the purpose of evading this paragraph.
- (2) Public utilities, including special gas districts as defined in Chapter 189, telecommunications companies as defined in Section 364.02(14), Florida Statutes, and natural gas transmission companies as defined in Section 368.103(4), Florida Statutes, on construction, maintenance, and development work performed by their employees, which work, including, but not limited to, work on bridges, roads, streets, highways, or railroads, is incidental to their business. The board shall define, by rule, the term "incidental to their business" for purposes of this subparagraph.
- (3) Owners of property when acting as their own contractor and providing direct, onsite supervision themselves of all work not performed by licensed contractors:

a. When building or improving farm outbuildings or one-family or two-family residences on such property for the occupancy or use of such owners and not offered for sale or lease, or building or improving commercial buildings, at a cost not to exceed \$75,000.00, on such property for the occupancy or use of such owners and not offered for sale or lease. In an action brought under this part, proof of the sale or lease, or offering for sale or lease, of any such structure by the owner-builder within one year after completion of same creates a presumption that the construction was undertaken for purposes of sale or lease.

b. When repairing or replacing wood shakes or asphalt or fiberglass shingles on one-family, two-family, or three-family residences for the occupancy or use of such owner or tenant of the owner and not offered for sale within one year after completion of the work and when the property has been damaged by natural causes from an event recognized as an emergency situation designated by executive order issued by the governor declaring the existence of a state of emergency as a result and consequence of a serious threat posed to the public health, safety, and property in this state.

This subparagraph does not exempt any person who is employed by or has a contract with such owner and who acts in the capacity of a contractor. The owner may not delegate the owner's responsibility to directly supervise all work to any other person unless that person is registered or certified under this part and the work being performed is within the scope of that person's license. For the purposes of this subparagraph, the term "owners of property" includes the owner of a mobile home situated on a leased lot. To qualify for exemption under this subparagraph, an owner must personally appear and sign the building permit application and must satisfy local permitting agency requirements, if any, providing that the owner has a complete understanding of the owner's obligations under the law as specified in the disclosure statement in this paragraph. If any person violates the requirements of this subparagraph, the local permitting agency shall withhold final approval, revoke the permit, or pursue any action or remedy for unlicensed activity against the owner and any person performing work that requires licensure under the permit issued. The

3267 local permitting agency shall provide the person with a disclosure
3268 statement in substantially the following form:

3269 **Disclosure Statement**

3270 State law requires construction to be done by licensed
3271 contractors. You have applied for a permit under an exemption
3272 to that law. The exemption allows you, as the owner of your
3273 property, to act as your own contractor with certain restrictions
3274 even though you do not have a license. You must provide direct,
3275 onsite supervision of the construction yourself. You may build
3276 or improve a one-family or two-family residence or a farm
3277 outbuilding. You may also build or improve a commercial
3278 building, provided your costs do not exceed \$75,000. The
3279 building or residence must be for your own use or occupancy. It
3280 may not be built or substantially improved for sale or lease. If
3281 you sell or lease a building you have built or substantially
3282 improved yourself within 1 year after the construction is
3283 complete, the law will presume that you built or substantially
3284 improved it for sale or lease, which is a violation of this
3285 exemption. You may not hire an unlicensed person to act as your
3286 contractor or to supervise people working on your building. It is
3287 your responsibility to make sure that people employed by you
3288 have licenses required by state law and by county or municipal
3289 licensing ordinances. You may not delegate the responsibility for
3290 supervising work to a licensed contractor who is not licensed to
3291 perform the work being done. Any person working on your
3292 building who is not licensed must work under your direct
3293 supervision and must be employed by you, which means that
3294 you must deduct F.I.C.A. and withholding tax and provide
3295 workers' compensation for that employee, all as prescribed by
3296 law. Your construction must comply with all applicable laws,
3297 ordinances, building codes, and zoning regulations.

3298 (4) Any construction, alteration, improvement, or repair carried on executed
3299 within the limits of any site the title to which is in the United States or
3300 with respect to which federal law supersedes this part.

-
- 3301 (5) Any one-family, two-family, or three-family residence constructed by
3302 Habitat for Humanity International, Inc., or its local affiliates. Habitat for
3303 Humanity International, Inc., or its local affiliates, must:
- 3304 a. Obtain all necessary building permits.
- 3305 b. Obtain all required building code inspections.
- 3306 c. Provide for supervision of all work by an individual with construction
3307 experience.
- 3308 (6) A disaster recovery mitigation organization or a not-for-profit organization
3309 repairing or replacing a one-family, two-family, or three-family residence
3310 that has been impacted by a disaster when such organization:
- 3311 a. Is using volunteer labor to assist the owner of such residence in
3312 mitigating unsafe living conditions at the residence;
- 3313 b. Is not holding itself out to be a contractor;
- 3314 c. Obtains all required building permits;
- 3315 d. Obtains all required building code inspections; and
- 3316 e. Provides for the supervision of all work by an individual with
3317 construction experience.
- 3318 (7) The sale, delivery, assembly, or tie-down of prefabricated portable sheds
3319 of not more than 250 square feet in interior size and not intended for use
3320 as a residence or as living quarters. This exemption may not be construed
3321 to interfere with the Building Code or any applicable local technical
3322 amendment to the Building Code, local licensure requirements, or other
3323 local ordinance provisions. A permit is not required for the on-site
3324 assembly or tie-down of prefabricated portable sheds of not more than
3325 250 square feet in interior size and not intended for use as a residence or
3326 living quarters, or portion/auxiliary unit thereof.
- 3327 (8) The sale, delivery, assembly, or tie-down of lawn storage buildings and
3328 storage buildings not exceeding 400 square feet in interior size and
3329 bearing the insignia of approval from the State of Florida Department of
3330 Business and Professional Regulation showing compliance with the
3331 Building Code. A permit is required for the on-site assembly and/or tie
3332 down of prefabricated storage buildings being more than 250 square feet,
3333 but not more than 400 square feet in interior size and not intended for
3334 use as a residence or living quarters, or portion/auxiliary unit thereof.

Secs. 22-7 – 22-10. - Reserved.

ARTICLE II. INSURANCE

Sec. 22-11. Insurance requirements.

(a) Workers' compensation and liability insurance. Every contractor and subcontractor granted a license under the terms of this article shall be required to maintain at all times, with an insurer authorized to do business in the state, workers' compensation insurance (unless exempt by law) and public liability insurance with minimum limits of \$300,000; \$50,000 property damage for general and building contractors; All other contractor categories are required to have a minimum of \$100,000 public liability and \$25,000 property damage.

(b) Filing of insurance certificate. Before a license can be issued the certified person shall file with the office of the building official a certificate as prescribed by the city, signed by a qualified agent of the insurance carrier, stating that policies have been issued to the licensee for: workers' compensation insurance in minimum statutory amounts and other insurance as prescribed in this paragraph; the policy numbers; the name of the company; the effective date of such policies; the expiration date of such policies; together with a statement and a copy of an endorsement placed on such policies requiring 30 days' written notice by registered mail to the office of the building official if it becomes necessary to cancel the policies for any reason.

Sec. 22-12. Payment of business tax fees required prior to engagement in licensed trade.

Except in the case of a Florida Certified Contractor, before any person licensed under this article shall engage in the licensed trade within the city, he shall pay to the city the necessary business tax fee in effect for that occupation or trade at the time of application if his primary business address is within the city limits or provide proof that the required business tax was paid in the jurisdiction of the primary business address.

Sec. 22-13. Duration of licenses.

All licenses shall expire on and shall be null and void and subject to renewal after September 30 of each year, and no contracting work shall be done by, and no

3367 permits shall be issued to, any person licensed under this article who has no such
3368 license in full force and effect.

3369 **Articles III through VI. – Reserved.**

3370 **Secs. 22-14 – 22-150. – Reserved.**

3371 **SECTION 3. CODIFICATION**

3372 It is the intention of the City Council of the City of Lake City that the provisions of this Ordinance
3373 shall become and be made part of the Code of Ordinances of the City of Lake City, Florida. The
3374 Sections of this Ordinance may be renumbered, re-lettered and the word “Ordinance” may be
3375 changed to “Section”, “Article” or such other word or phrase in order to accomplish such
3376 intention. The correction of typographical errors which do not affect the intent or substance of
3377 the ordinance may be authorized by the City Clerk or the City Clerk’s designee with the consent
3378 of the City Attorney without public hearing, by filing a corrected or re-codified copy of the same
3379 with the City.

3380 **SECTION 4. REPEAL OF ORDINANCES IN CONFLICT**

3381 All ordinances or parts of ordinances in conflict with this Ordinance are, to the extent they conflict
3382 with this Ordinance, repealed.

3383 **SECTION 5. PROVIDING FOR SEVERABILITY**

3384 It is the declared intent of the City Council of the City of Lake City that, if any section, sentence,
3385 clause, phrase, or provision of this ordinance is for any reason held or declared to be
3386 unconstitutional, void, or inoperative by a court or agency of competent jurisdiction, such holding
3387 of invalidity or unconstitutionality shall not affect the remaining provisions of this Ordinance and
3388 the remainder of this Ordinance, after the exclusion of such part or parts, shall be deemed to be
3389 valid.

3390 **SECTION 6. EFFECTIVE DATE**

3391 This Ordinance shall be effective immediately upon final adoption by the City Council of the City
3392 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 ____ day 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 _____, 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

Ordinance 2025-2312, First Reading

UPDATING BUILDING PERMIT FEES AND AMENDED BUILDING CODE

May 5, 2025

Introduction

- Permit fees were recently changed but some errors were found;
- Staff has received many complaints stating the recently adopted fee structure was overly complicated and hard to understand;
- Staff has found many required permit types and fees missing;
- Staff has listened to the concerns and is proposing a revised fee structure to address them;
- Customer feedback on the proposed fee structure has been widely popular;
- With a few minor exceptions, the proposed fee schedule is very close to the recently adopted fees (revenue neutral);

Introduction

- The proposed fee schedule uses best industry practices and utilizes a combination of flat rates and valuation based fees;
- The proposed fee schedule is simplified and streamlined while still allowing for enhanced reporting and includes the previously separate technology fee;
- The proposed fee schedule is based on department costs and covering of those costs;
- The proposed fee schedule provides a more accurate approach to costs associated with new building construction.
- The amended Chapter 1 of the Florida Building Code allows staff the ability to provide better enforcement while enhancing customer service.

Construction Fees

- New Construction, Alterations and Additions make up a large portion of the plan review and inspection services.
- Due to the varied complexity of these projects, permit fees are best calculated based on the project's valuation.
- In order to determine the full costs associated with processing, reviewing, inspecting and issuing construction-based permits, the formula specified by the International Code Council (ICC) for determining a Permit Fee is being utilized to determine the appropriate permit fee and simplify the fees for the customer.
- This is a more accurate and fair method of establishing permit fees.

Construction Fees

In the following example we will look at two New Commercial Buildings that are each 15,000 square feet:

- A metal warehouse has value of \$82.02 per square foot;
- $15,000 \times \$82.02$ equals a building valuation of \$1,230,300.00;
- This type of structure has minimal plan review and between 3 and 7 inspections.
- A Nursing Home has valuation of \$302.75 per square foot;
- $15,000 \times \$302.75$ equals a building valuation \$4,541,250.00
- This type of structure has a very time intensive plan review and up to 60 inspections.

The current method doesn't account for the complexity of each building type and costs the city on more intensive projects that are most common to our area, while unnecessarily penalizing simpler projects.

Flat Rate Fees

- Flat Rate fees are calculated to have all costs included in a single fee;
- Flat Rate fees are determined based as closely as possible to true costs that include;
 - Administrative costs;
 - Plan review costs; and,
 - Inspection costs;
- Flat Rate fees allow for faster, easier transactions for our customers;
- Flat Rate fees will allow us to turn permit applications around faster and with more accuracy.

Amended Building Code

- The Florida Building Code (FBC) is based on the International Building Code (IBC) and is updated every three years;
- The FBC removes or reserves much of IBC Chapter 1, which is the administrative section;
- This is done to allow jurisdictions to fine-tune the administrative section to their own needs;
- Over 50 Florida jurisdictions have taken advantage of this, with all based on the model provided by the Building Officials Association of Florida (BOAF);
- The proposed amended Chapter 1 is based on the BOAF model.

Requested Action

Approval of Ordinance 2025-2312 on first reading.

Questions?

File Attachments for Item:

22. City Council Resolution No. 2025-068 - A resolution of the City of Lake City, Florida, authorizing Task Assignment Number One (1) pursuant to the continuing contract with Wetland Solutions, Inc, a Florida Corporation, to complete the operations and maintenance report required for permit renewal at Saint Margarets Water Reclamation Facility at a cost not to exceed \$16,500; 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.

MEETING DATE
?

CITY OF LAKE CITY

Report to Council

COUNCIL AGENDA	
SECTION	
ITEM NO.	

SUBJECT: Engineering Services for Saint Margarets O&M Report for Permit Renewal

DEPT / OFFICE: Utilities – Wastewater

Originator: Cody Pridgeon, Wastewater Director		
City Manager Don Rosenthal	Department Director Cody Pridgeon	Date 4/10/25
Recommended Action: Accept Proposal from Wetland Solutions Inc. (WSI) for Engineering Services		
Summary Explanation & Background: <p>Saint Margarets and Kicklighter WWTPs will need a permit modification due to the Steedley Wetland Conversion. Saint Margarets is due for a permit renewal next year so FDEP is going to allow us to do an early renewal with the permit modification. The attached proposal is for WSI to complete the required Operations and Maintenance report required for permit renewal. The total cost for them to do this is \$16,500 and explained in further detail in the attached proposal.</p>		
Alternatives: Not Approve		
Source of Funds: 410.74.536-030.31		
Financial Impact: \$16,500		
Exhibits Attached: 1) Proposal from WSI		

RESOLUTION NO 2025 – 068

CITY OF LAKE CITY, FLORIDA

A RESOLUTION OF THE CITY OF LAKE CITY, FLORIDA, AUTHORIZING TASK ASSIGNMENT NUMBER ONE (1) PURSUANT TO THE CONTINUING CONTRACT WITH WETLAND SOLUTIONS, INC, A FLORIDA CORPORATION, TO COMPLETE THE OPERATIONS AND MAINTENANCE REPORT REQUIRED FOR PERMIT RENEWAL AT SAINT MARGARETS WATER RECLAMATION FACILITY AT A COST NOT TO EXCEED \$16,500; 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. 2023-150 the City of Lake City, Florida (“the “City”) and Wetlands Solutions, Inc., a Florida corporation, (the “Vendor”) entered into that certain continuing contract for engineering services (the “Continuing Contract”); and

WHEREAS, the Florida Department of Environmental Protection requires an operations and maintenance report be completed at the Saint Margarets Water Reclamation Facility (the “Facility”) before permits can be renewed; and

WHEREAS, the Vendor submitted a proposal to complete these requirements within the required timeline with a cost not to exceed \$16,500 (the “Project”); 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 One (1) 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, the 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 ONE
TO THE
CONTINUING CONTRACT
BETWEEN THE CITY OF LAKE CITY, FLORIDA, AND WETLAND SOLUTIONS, INC, A
FLORIDA CORPORATION, TO COMPLETE THE OPERATIONS AND MAINTENANCE
REPORT REQUIRED FOR PERMIT RENEWAL AT SAINTT MARGARETS WATER
RECLAMATION FACILITY**

THIS TASK ASSIGNMENT NUMBER ONE 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 (hereinafter the "City"), and Wetland Solutions, Inc., a Florida corporation (hereinafter 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. 2023-150; 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 complete the required Operations and Maintenance report required for permit renewal; and

D. The City desires to enter into this Task Assignment Number One 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 One.

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 10, 2025, received by the City from the Consultant consisting of a total of three (3) 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 \$16,500.00 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 One 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 One 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

WETLAND SOLUTIONS, INC.

By: _____
Its : _____

SCOPE OF SERVICES

St. Margarets WRF Operations and Maintenance Report – Permit Renewal

PREPARED FOR: Cody Pridgeon/City of Lake City

DATE: April 10, 2025

Purpose

The City of Lake City (City) is implementing grant-funded projects to convert the Steedley Sprayfield to treatment and recharge wetlands and to improve recharge at the existing wetland site. As part of each project, modifications to the operations permits for both St. Margarets Water Reclamation Facility (WRF) and Kicklighter WRF are required. The Florida Department of Environmental Protection (FDEP) has indicated that the permit for Kicklighter can be modified, while the permit for St. Margarets can be processed as an early renewal.

Wetland Solutions, Inc. (WSI) is the design and permitting consultant for the grant projects. Existing authorizations provide funding for permit modifications, but not for some of the elements required for a full renewal. The additional elements required for a renewal include specific water quality sampling, an updated Capacity Analysis Report, and an updated Operations and Maintenance Report. The City will complete the required sampling. WSI recently updated population and flow estimates as part of another project for the City and can complete the Capacity Analysis Report under existing funding. This proposal is for WSI to complete the required Operations and Maintenance report for the St. Margarets WRF.

Scope of Services

Task 1 – Site Visit and Meeting

WSI staff will conduct a 1-day site visit to the St. Margarets WRF to document the condition of all unit processes. WSI staff will also meet with the City's operators to discuss the recent upgrades to the facility, current operational performance, and operational challenges.

Task 2 – Operations and Maintenance Report

WSI will prepare a draft Operations and Maintenance Report following the FDEP's Guidelines for Preparation of Operation and Maintenance Performance Reports (1992). Report sections will include the following:

- Chapter 1 – Introduction
- Chapter 2 – Physical Condition
- Chapter 3 – Treatment Efficiency
- Chapter 4 – Performance Trends

**EXHIBIT TO
RESOLUTION****NOT FOR
EXECUTION**

Chapter 5 – Operations and Maintenance Program

Chapter 6 – Collection System Evaluation (if needed)

Chapter 7 – Problems, Deficiencies, and Corrective Actions

WSI will compile operational data for the last 10 years to develop the tables, figures, and summary statistics needed to describe the treatment efficiency and performance trends. WSI will submit the draft report to the City for review and comment. Following receipt of comments, WSI will finalize the report for inclusion in the St. Margarets permit renewal application (prepared separately under an existing authorization).

Budget

Exhibit 1 summarizes estimated costs for the tasks described above. Work will be billed and compensated on a time and materials basis, based on the attached rate schedule (**Exhibit 2**) and will be invoiced monthly. WSI will not work beyond the authorized amount without additional written authorization.

Exhibit 1. Estimated Time and Materials Costs for the St. Margarets O&M Report

Task	Labor		Expenses	Total
	Hours	Cost		
1 – Site Visit and Meeting	26	\$4,100	\$200	\$4,300
2 – O&M Report	90	\$12,200	\$0	\$12,200
Total	116	\$16,300	\$200	\$16,500

Exhibit 2. WSI Labor Cost Schedule for Consulting Services

Staff	Billing Rate (\$/hr)
Senior Engineer	\$165
Senior Scientist	\$150
Project Engineer	\$140
Project Scientist	\$125
Engineer Intern	\$95

Period of Service

The period of service is to be approximately 2 months, beginning in May 2025 and ending in June 2025.

Effective Date of Authorization

This scope of work is effective on the date of execution and WSI is authorized to begin work upon receipt of written authorization from the City.

**EXHIBIT TO
RESOLUTION**

**NOT FOR
EXECUTION**

In witness of this agreement, the parties below provide their approval.

Wetland Solutions, Inc.

City of Lake City

By: EXHIBIT-NOT FOR EXECUTION

By: EXHIBIT-NOT FOR EXECUTION

Title:

Title:

Date:

Date:

**EXHIBIT TO
RESOLUTION**

**NOT FOR
EXECUTION**

File Attachments for Item:

23. City Council Resolution No. 2025-069 - A resolution of the City Council of the City of Lake City, Florida, adopting the NorthStar Multi-Jurisdictional Drug Task Force Mutual Aid Agreement; making certain findings of fact in support of the City adopting 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.

MEETING DATE
5-5-25

CITY OF LAKE CITY

Report to Council

COUNCIL AGENDA	
SECTION	
ITEM NO.	

SUBJECT: NORTHSTAR Multijurisdictional Drug Task Force Mutual Aid Agreement

DEPT / OFFICE: Lake City Police Department

Originator: Chief Gerald Butler		
City Manager Don Rosenthal	Department Director Chief Gerald Butler <i>gcb</i>	Date 4/15/2025
<p>Summary Explanation & Background: LCPD is currently a member of the North Florida High Intensity Drug Task Force (HIDTA). Often criminal activity occurs and crosses jurisdictional areas. NorthStar was created to allow HIDTA detectives to conduct investigations in multi-jurisdiction cases with other HIDTA units. This Agreement will allow LCPD to take part in NorthStar investigations.</p>		
<p>Alternatives: Continue with North Florida HIDTA only</p>		
<p>Source of Funds: Current LCPD Approved Budget</p>		
<p>Financial Impact: N/A</p>		
<p>Exhibits Attached: NSMDTF Agreement</p>		

NORTH STAR

MULTIJURISDICTIONAL

DRUG TASK FORCE

NSMDTF AGREEMENT Lake City Police Department

CHIEF: Gerald Butler

Business address: 225 NW Main Blvd Lake City, Florida 32055

Email address: BUTLERG@LCFLA.COM

Desk telephone: (386) 758-5484

Cellular telephone:

Designee / Agency Deconfliction Point of Contact:

Cellular telephone number:

Email address:

Is the Sheriff's Office in your county accredited? N/A

MANAGEMENT OVERSIGHT OF TASK FORCE

Name:

Agency:

Business address:

Email address:

Desk telephone:

Cellular telephone:

INVESTIGATOR POINT OF CONTACT FOR TASK FORCE

Name:

Agency:

Business address:

Email address:

Cellular telephone:

DEPUTY COMMANDER WEST FOR TASK FORCE

Name:

Agency:

Business address:

Email address:

Cellular telephone:

DEPUTY COMMANDER EAST FOR TASK FORCE

Name:

Agency:

Business address:

Email address:

Cellular telephone:

NORTH STAR

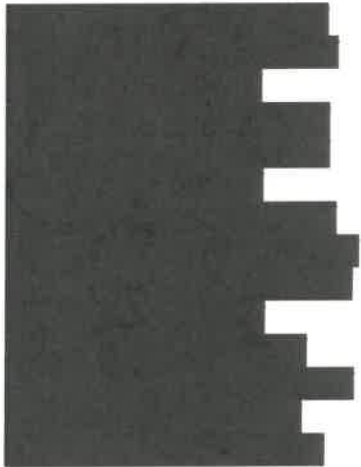
MULTIJURISDICTIONAL

DRUG TASK FORCE

AUTHORITY FOR TASK FORCE

Florida Statutes section 23.1225, the Florida Mutual Aid Act, provides the Sheriffs of Florida the authority to enter into Combined Mutual Aid Agreements for Law Enforcement Services. The Sheriffs of Florida entered into the Florida Sheriffs' Combined Operational Assistance and Voluntary Cooperation Mutual Aid Agreement ("Mutual Aid Agreement") in 2021, which is effective until April 1, 2025. The Mutual Aid Agreement, section II, authorizes the creation of inter-agency task forces for drug violations.

This Task Force is created to investigate drug activity within the following counties, referred to as the Task Force Operational Area ("TF Operating Area"):



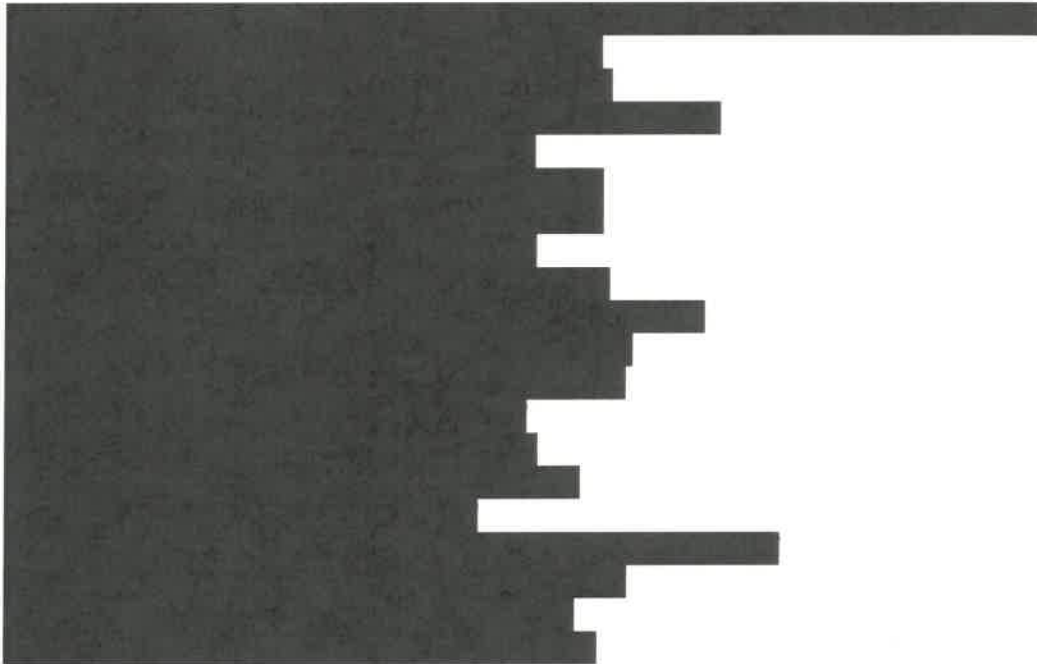
N R T H S T A R

MULTIJURISDICTIONAL DRUG TASK FORCE

AUTHORITY TO ACT AS DEPUTY SHERIFF DURING TASK FORCE ACTIVITIES

While performing task force ("TF") activities, TF members that are Deputy Sheriffs will have the authority pursuant to Florida Statutes Chapter 30 as a Deputy Sheriff within the TF Operating Area. It is understood and agreed that the authority to act as a Deputy Sheriff outside of the TF members' employing agency's county or city as applicable is strictly limited to TF activities.

ALPHABETICAL LISTING OF AGENCIES PARTICIPATING IN THE TF:



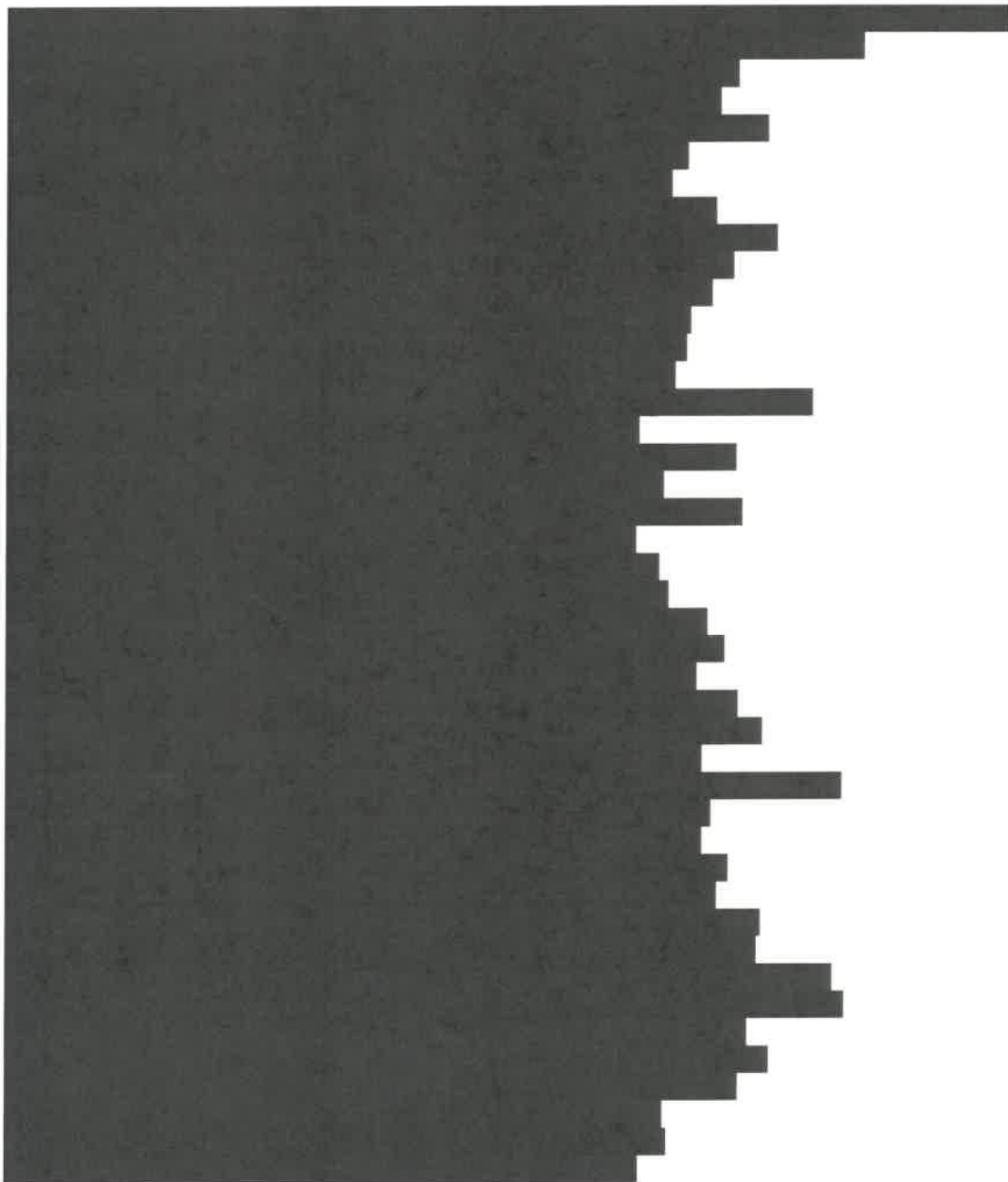
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DRUG TASK FORCE

DESIGNATED TASK FORCE MEMBERS

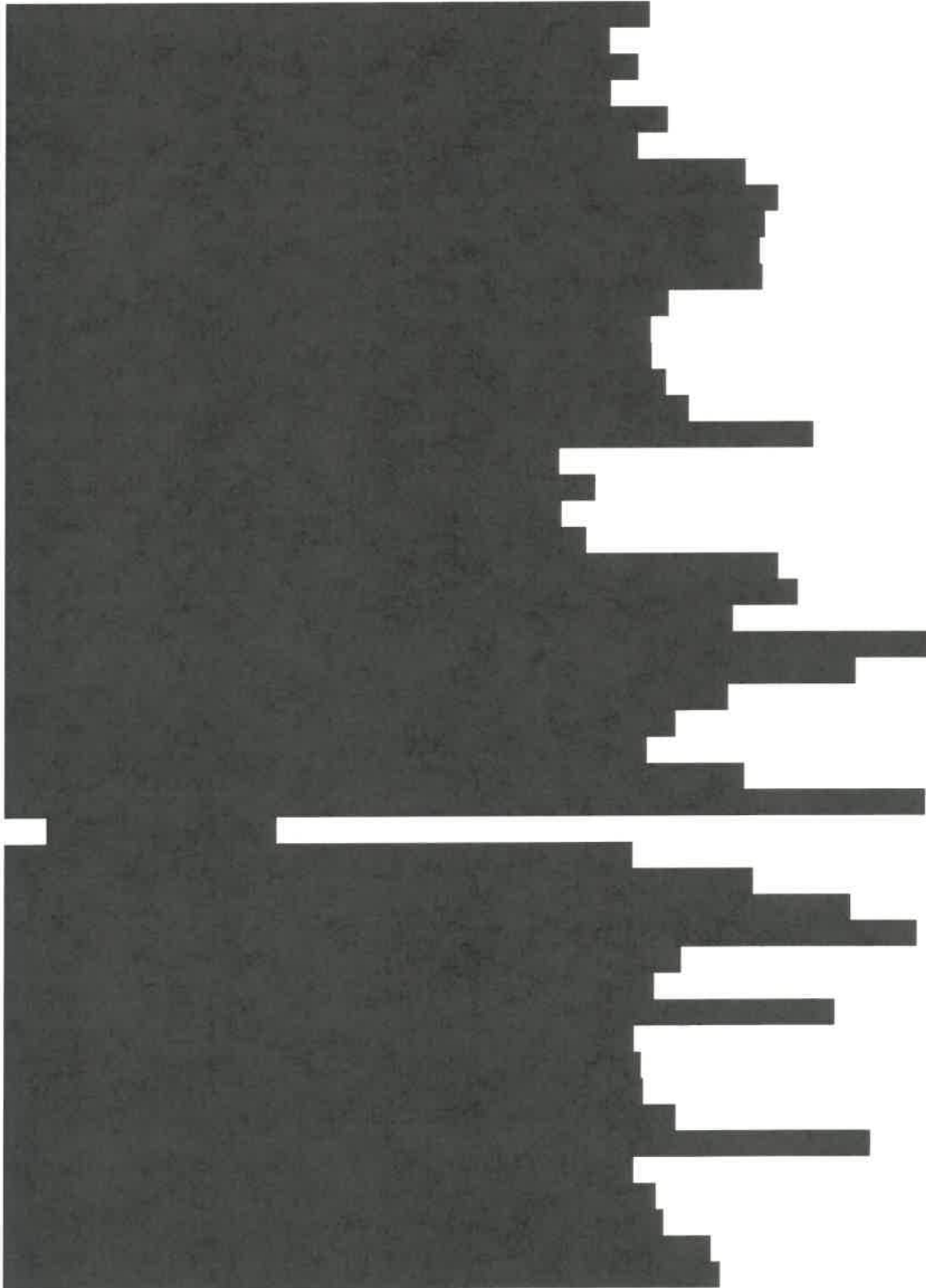


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DRUG TASK FORCE



NORTH STAR

MULTIJURISDICTIONAL DRUG TASK FORCE

GENERAL DAILY DUTIES AND OPERATIONS OF THE TASK FORCE

The purpose of the task force is to investigate illegal drug activity within the TF Operational Area. Daily, TF Detectives will debrief confidential sources (CSs) who will provide information about the illegal activities of drug trafficking organization (DTO) members operating within the TF Operational Area. TF Detectives will endeavor to make controlled buys of drugs from DTO members who distribute drugs within the TF Operational Area by working in an undercover (UC) capacity, by utilizing CSs to make the purchases, or by CSs and UC personnel together making controlled purchases. Efforts will be made to make controlled purchases of firearms, when appropriate. Investigation may reveal that local DTO members, who distribute drugs, obtain their drugs from drug sources of supply from locales located outside of the TF Operational Area. In those situations, the TF members will provide investigative leads to, and proactively work jointly with, agencies with law enforcement authority in the geographical area to expand drug investigations which originated in the TF Operational Area to areas beyond the TF Operating Area.

SUPERVISORY OVERSIGHT

TF management of TF case files, CS files, other CS records, Financial Records of investigative funds, [REDACTED] entries, and press releases will be the responsibility of the [REDACTED]. Planning and supervision of enforcement actions will be coordinated with and approved by the parent agency deconfliction point of contact (POC). Decisions regarding entry teams, take down teams, etc. will be made by parent agency management and coordinated with the [REDACTED].

CASE FILES (ACTIVE/INACTIVE/TRANSFER TO PARENT AGENCY RECORDS)

When a TF member initiates an investigation, the TF member will obtain a case number from their parent agency and initiate an original Offense Incident Report. The [REDACTED] will generate a companion case number for tracking TF activities and to facilitate entry of intelligence information from the case into the [REDACTED] database. Controlled buys and related investigative actions will be documented in reports under the parent agency's case number. Names of CSs and other identifying information regarding CSs will not be included in reports; rather, CSs will be identified in reports by their assigned numerical code number. All active investigations being conducted by the TF will be considered "Case Sensitive." Active TF paper case files will be maintained in the TF office space and secured in a locked filing system. Once a case is designated as cleared and the court disposition is final, the case file will be placed in an inactive status and moved from the active case files to the inactive case files. The inactive paper case file will subsequently be forwarded to the parent agency's records section.

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DRUG TASK FORCE

TASK FORCE FACILITIES AND COORDINATION RESPONSIBILITIES

The [REDACTED] will provide office space for the TF, manage it, and will be responsible for coordination and communication with the Sheriffs (or their designees) of member agencies, as well as other state and federal agencies working in conjunction with the TF.

TF members will receive from their parent agencies monies with which to purchase evidence and pay CSs for controlled buys made in their respective counties. TF Detectives will be provided investigative funds pursuant to the parent agencies policies and procedures.

Each Sheriff will appoint a parent agency member to serve as a single point of contact (POC) for deconfliction with the TF.

Prior to making a controlled buy, making an arrest, or other planned enforcement actions within a county, the Deconfliction POC will be contacted by a TF member to ensure TF operations and parent agency law enforcement operations are not transpiring at the same location, date/time, and target.

CONFIDENTIAL SOURCES

The TF will operate in compliance with Florida Statute (F.S.) 914.28, also known as Rachel's Law, in regards to the use of CSs.

The TF will maintain CS records for all CSs utilized by the TF and access to CS records will be limited to TF members, unless the parent agency is accredited and their CS files are resultantly required to be maintained separately. In the cases where it is necessary for CS files to be maintained by a parent agency, a TF CS Control File will be maintained for the purpose of accounting for the expenditure of investigative funds. The documentary CS records maintained by the TF will include a CS Administrative File, which contains a copy of F.S. 914.28, a copy of the Commission for Florida Law Enforcement Accreditation (CFA) Standards incorporated into CFA 15.03M, General Orders pertaining to CSs, documentation of Annual Reviews conducted of the CS records, and any other information of significance to the overall CS program. Other documentary CS records maintained by the TF will include a Master List of CSs; a CS Log with chronological entries delineating when CS Control Files were accessed; receipt books containing numbered receipts; a CS Control File for each Active CS; and a CS Control File for each Deactivated or Inactive CS. The CS Control Files for Active CSs will be separated from the CS Control Files for Deactivated or Inactive CSs.

Every CS Control File maintained by the TF will be labeled with a unique CS code number assigned to that particular CS as enumerated on the Master List of CSs. Each Active CS will have a CS Control File comprised of a multi-section folder. One section of each multi-section

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DRUG TASK FORCE

folder that functions as a CS Control File is for biographical and background information on the CS.

That section contains a cover sheet entitled, "Confidential Source Packet," a demographic sheet, an "Assessment of Prospective Confidential Informant" form, a three-page "Confidential Source Code of Conduct" form, and a "Rachel's Law Section 914.28, F.S. Acknowledgement" form. Another section is for the CS's criminal history after a National Crime Information Center/Florida Crime Information Center (NCIC/FCIC) check has been conducted for outstanding warrants, and a Florida Department of Highway Safety Motor Vehicle Driver and Vehicle Information Database (DAVID) printout; another section is for a photograph of the CS; another is for a fingerprint card bearing the fingerprints of the CS; another section is for the filing of copies of receipts documenting monies provided to the CS for the purchase of evidence or payments made to the CS; and another section is for an Activity Log which chronologically lists all the activities of the CS and monies provided to them during the period of their utilization. The Activity Log lists the date the activity or information was furnished; an accurate depiction of what occurred; and the corresponding case number for the activity. TF members will be required to update CS Control Files when they have obtained information or assistance from a CS or have paid a CS.

Pursuant to F.S. 914.28(7), agencies are required to perform a periodic review of actual agency CS practices to ensure conformity with the agency's policies and procedures. CFA Standard 15.03M 1 J requires written policy to ensure there is a documented annual administrative review of agency practices to ensure conformity with agency policies, procedures, and Florida Statute. TF management will conduct a documented quarterly and annual administrative Review of CS Practices to Ensure Conformity with Policies, Procedures, Rachel's Law, and F.S. 914.28. The review will include an inspection of the CS records and the filing of forms documenting CS activity within each CS's Control File, and the security of such records. The review is also to ensure the CS records are being kept in a secure manner within the TF office space. Further, the review is to ensure that access to the CS records and any computerized records such as Drug Trak are limited to authorized persons. The review is also to ensure TF Detectives are maintaining and utilizing a CS Log documenting the names of those who accessed CS records, as well as the dates and times the CS records were accessed.

It is possible that a CS used for TF activities may have been used previously for non-TF activities, or may be used concurrently with TF activities. It is understood and agreed that access to CS files by TF personnel will be limited to only TF activities and not to other CS activities.

FINANCIAL RECORDS

All Financial records for Purchase of Evidence/Purchase of Information will be maintained in Drug Trak and printouts will be provided to participating Sheriff's Offices upon request. Participating agencies that maintain their own CS files will additionally maintain this information

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MULTIJURISDICTIONAL DRUG TASK FORCE

within their CS files. Audit of TF financial records will be completed quarterly by Task Force Commander [REDACTED] and the Financial Director of the [REDACTED].

DRUG INTELLIGENCE

A stand-alone computer, [REDACTED] software, and a backup system to prevent loss of data (hereafter referred to collectively as [REDACTED]) has been installed in the TF office space to function as an intelligence database for use by the TF. This software is the property of the [REDACTED]. [REDACTED] gives TF Detectives the ability to input all drug activity leads, complaints, and intelligence received from various information sources into a single database and maintain it in a retrievable format. The database can track leads, complaints, events, phone numbers, persons, addresses, tags, associations between persons, information received from other agencies, etc. For TF members, it provides a mechanism with which to link subjects such as drug sources of supply (SOSs), couriers, traffickers, distributors and money launderers, to geographical locations, residences, vehicles, telephones, to each other, and to CSs who have information about them. CSs are identified in [REDACTED] by their assigned numerical code number only. Access to [REDACTED] is limited to TF members, a Criminal Analyst, and the [REDACTED] Intelligence Unit. Each user of [REDACTED] uses a unique password to protect against unauthorized attempts to access, modify, remove, or destroy stored information within [REDACTED]. As a stand-alone system, the [REDACTED] computer system is protected and is not accessible via the Internet. Records created and stored in [REDACTED] will be maintained by the [REDACTED].

As TF members make controlled buys of drugs from suspects, a Criminal Analyst is provided access to the reports prepared by the TF. Information from each controlled buy (such as the case number, suspect name, the CS number of the CS who made the purchase, and a description of the purchased drugs) is input into [REDACTED] by the Criminal Analyst. One feature of [REDACTED] is the ability to track Investigative Fund credits and debits, and to link expenditures made from parent agencies respective Investigative Funds to CS numbers, case numbers, suspects, and the drugs purchased during "controlled buys."

ANALYTICAL SUPPORT

Each afternoon, a Criminal Analyst from the [REDACTED] will visit the TF office space to enter information into [REDACTED] and to participate in the debriefings of CSs.

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MULTIJURISDICTIONAL DRUG TASK FORCE

OPERATIONAL PLANS

An Operational Plan will be prepared prior to making any controlled buys or other enforcement actions. Operational Plan for controlled buys and will be approved by TF management. Operational Plans for enforcement actions such as search warrant executions, "wall-off stops," buy/busts, etc. will be approved by the designated POC of the affected county and parent agencies and TF management will collaborate regarding such things as providing a marked SO vehicle, who comprises the entry team, who will function as search team/interviewers, who will conduct evidence collection/photography, evidence submission, evidence storage, etc. The senior deputy participating or executing any law enforcement action while operating under this agreement and in a county other than one of original jurisdiction shall notify the Sheriff or their designee of the affected county, prior to conducting any law enforcement function whenever a deputy of the affected county is not in company.

ROUNDUPS

The TF will daily make controlled buys of illegal drugs throughout the counties comprising the TF Operational Area. As a general matter, to facilitate the utilization of the CSs for an extended period of time, arrests of drug distributors will not be made in the near term following the controlled buys. Periodically, roundups will be conducted wherein arrest warrants will be obtained for many drug dealers at once and operations will be conducted where they are "rounded up." Close coordination will be conducted with the Sheriff or his designee prior to a roundup in any county comprising the TF.

ASSET SEIZURE AND FORFEITURE

The TF will periodically seize and forfeit assets either through the Florida Contraband Forfeiture Act or via federal asset seizure/forfeiture. To the extent possible, the net forfeited assets applicable to TF member agencies will be shared equally among the participating members of the TF.

PRESS RELEASES

All Press releases may be prepared by the TF and submitted to the Sheriff or designee of the affected county for review, or may be prepared and released by the Sheriff of the affected county, in the discretion of that Sheriff. All press releases will highlight the Sheriff's Office of the jurisdiction where the enforcement action took place, followed by a mention of the TF, i.e. "The Columbia County Sheriff's Office assisted by the North Star Multijurisdictional Drug Task Force ..."

N R T H S T A R

MULTIJURISDICTIONAL

DRUG TASK FORCE

CHIEF APPROVAL

LAKE CITY POLICE DEPARTMENT

CHIEF SIGNATURE

GERALD BUTLER
CHIEF PRINTED / TYPED NAME

DATE

RESOLUTION NO 2025 – 069

CITY OF LAKE CITY, FLORIDA

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, ADOPTING THE NORTHSTAR MULTI-JURISDICTIONAL DRUG TASK FORCE MUTUAL AID AGREEMENT; MAKING CERTAIN FINDINGS OF FACT IN SUPPORT OF THE CITY ADOPTING SAID AGREEMENT; RECOGNIZING THE AUTHORITY OF THE MAYOR TO EXECUTE AND BIND TO SAID AGREEMENT; DIRECTING THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AGREEMENT; DIRECTING THE CHIEF OF POLICE TO EXECUTE SAID AGREEMENT; REPEALING ALL PRIOR RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Lake City (the “City) Police Department (the “Police Department”)) is currently a member of the North Florida High Intensity Drug Task Force (“HIDTA”); and

WHEREAS, criminal activity often crosses jurisdictional boundaries, necessitating coordinated law enforcement efforts across agencies and regions; and

WHEREAS, NorthStar initiative was developed to facilitate collaboration among HIDTA-affiliated detectives working on multi-jurisdictional investigations; and

WHEREAS, participation in NorthStar investigations will enable the Police Department to support and engage in joint operations with other HIDTA units in cases that extend beyond local jurisdictional authority; and

WHEREAS, the City and HIDTA have the authority under Section 23.12, Florida Statutes, et seq, The Florida Mutual Aid Act, to enter into a combined mutual aid agreement for law enforcement service which permits voluntary cooperation and assistance of a routine law enforcement nature across jurisdictional lines, and provides for the rendering of assistance in law enforcement emergencies as defined in Section 252.34, Florida Statutes; and

WHEREAS, the City Council finds adopting the Agreement is in the public or community interest and for public welfare pursuant to and in accordance with the terms and conditions of the Agreement in the form of the Exhibit attached hereto; now therefore

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

1. Adopting the Agreement is in the public or 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 authorized and directed to execute on behalf of and bind the City to the terms of the Agreement; and
4. The Chief of Police of the City of Lake City is authorized and directed to execute 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 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

NORTH STAR

MULTIJURISDICTIONAL

DRUG TASK FORCE

NSMDTF AGREEMENT Lake City Police Department

CHIEF: Gerald Butler

Business address: 225 NW Main Blvd Lake City, Florida 32055

Email address: BUTLERG@LCFLA.COM

Desk telephone: (386) 758-5484

Cellular telephone:

Designee / Agency Deconfliction Point of Contact:

Cellular telephone number:

Email address:

Is the Sheriff's Office in your county accredited? N/A

MANAGEMENT OVERSIGHT OF TASK FORCE

Name:

Agency:

Business address:

Email address:

Desk telephone:

Cellular telephone:

INVESTIGATOR POINT OF CONTACT FOR TASK FORCE

Name:

Agency:

Business address:

Email address:

Cellular telephone:

DEPUTY COMMANDER WEST FOR TASK FORCE

Name:

Agency:

Business address:

Email address:

Cellular telephone:

DEPUTY COMMANDER EAST FOR TASK FORCE

Name:

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EXHIBIT TO
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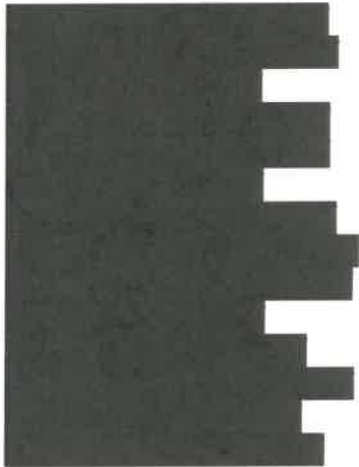
MULTIJURISDICTIONAL

DRUG TASK FORCE

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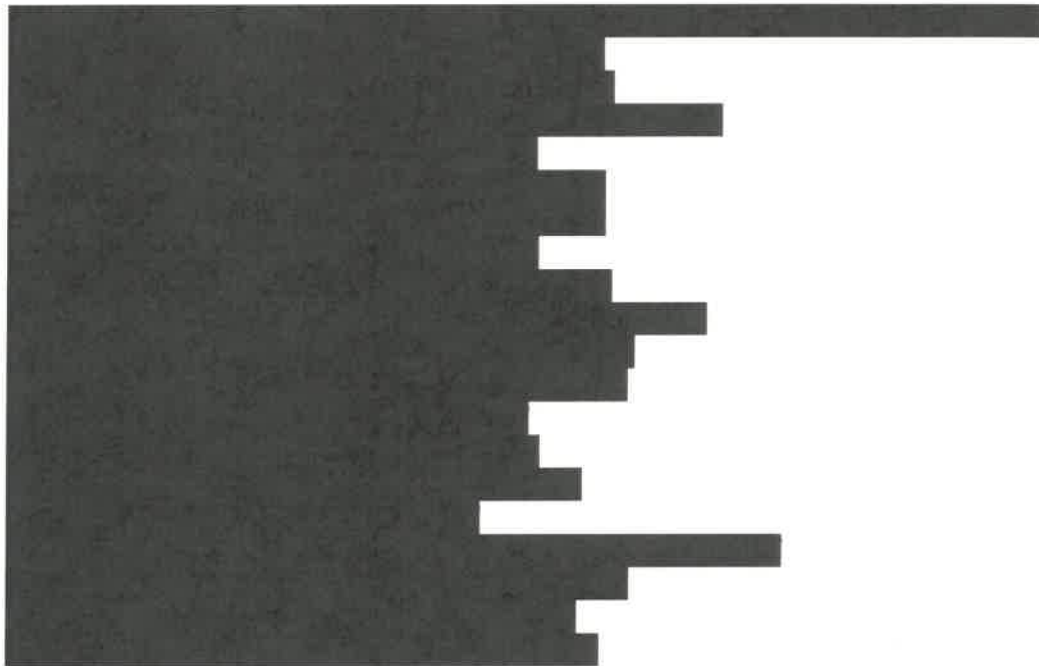
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DRUG TASK FORCE

AUTHORITY TO ACT AS DEPUTY SHERIFF DURING TASK FORCE ACTIVITIES

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ALPHABETICAL LISTING OF AGENCIES PARTICIPATING IN THE TF:



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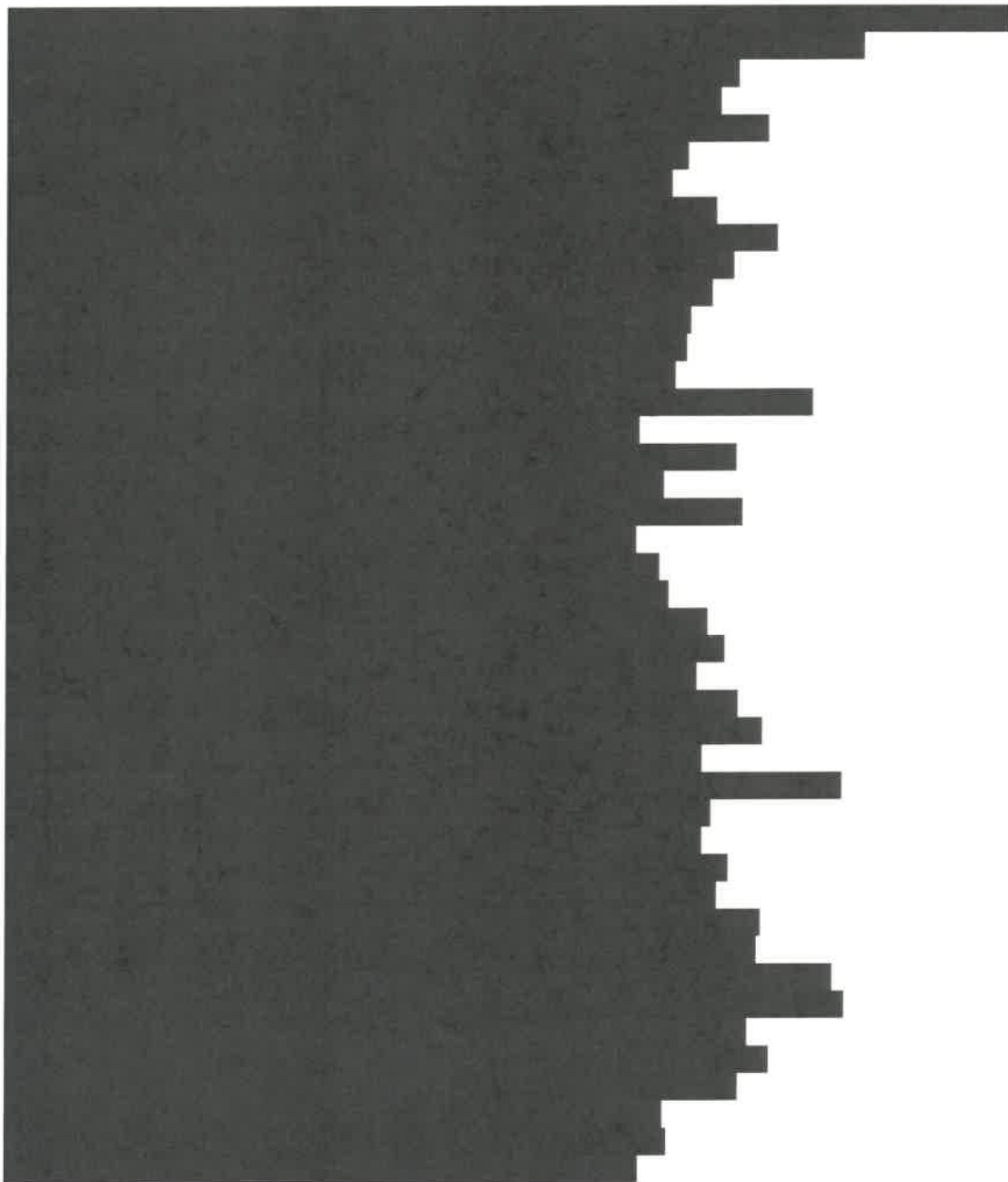
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DRUG TASK FORCE

DESIGNATED TASK FORCE MEMBERS



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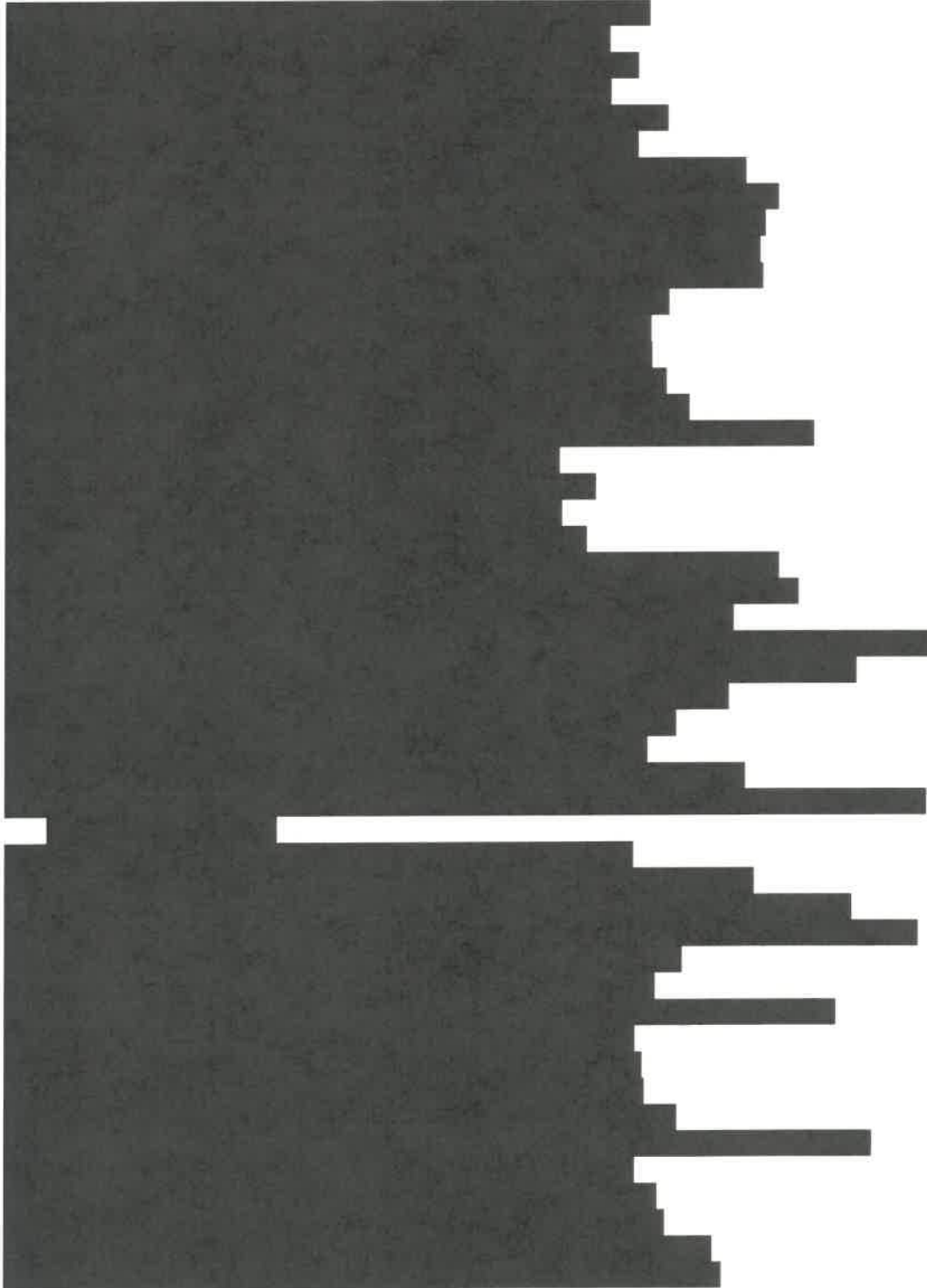
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DRUG TASK FORCE



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MULTIJURISDICTIONAL DRUG TASK FORCE

GENERAL DAILY DUTIES AND OPERATIONS OF THE TASK FORCE

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CASE FILES

(ACTIVE/INACTIVE/TRANSFER TO PARENT AGENCY RECORDS)

When a TF member initiates an investigation, the TF member will obtain a case number from their parent agency and initiate an original Offense Incident Report. The [REDACTED] will generate a companion case number for tracking TF activities and to facilitate entry of intelligence information from the case into the [REDACTED] database. Controlled buys and related investigative actions will be documented in reports under the parent agency's case number. Names of CSs and other identifying information regarding CSs will not be included in reports; rather, CSs will be identified in reports by their assigned numerical code number. All active investigations being conducted by the TF will be considered "Case Sensitive." Active TF paper case files will be maintained in the TF office space and secured in a locked filing system. Once a case is designated as cleared and the court disposition is final, the case file will be placed in an inactive status and moved from the active case files to the inactive case files. The inactive paper case file will subsequently be forwarded to the parent agency's records section.

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DRUG TASK FORCE

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As TF members make controlled buys of drugs from suspects, a Criminal Analyst is provided access to the reports prepared by the TF. Information from each controlled buy (such as the case number, suspect name, the CS number of the CS who made the purchase, and a description of the purchased drugs) is input into [REDACTED] by the Criminal Analyst. One feature of [REDACTED] is the ability to track Investigative Fund credits and debits, and to link expenditures made from parent agencies respective Investigative Funds to CS numbers, case numbers, suspects, and the drugs purchased during "controlled buys."

ANALYTICAL SUPPORT

Each afternoon, a Criminal Analyst from the [REDACTED] will visit the TF office space to enter information into [REDACTED] and to participate in the debriefings of CSs.

EXHIBIT TO
RESOLUTION

NOT FOR
EXECUTION

N R T H S T A R

MULTIJURISDICTIONAL DRUG TASK FORCE

OPERATIONAL PLANS

An Operational Plan will be prepared prior to making any controlled buys or other enforcement actions. Operational Plan for controlled buys and will be approved by TF management. Operational Plans for enforcement actions such as search warrant executions, "wall-off stops," buy/busts, etc. will be approved by the designated POC of the affected county and parent agencies and TF management will collaborate regarding such things as providing a marked SO vehicle, who comprises the entry team, who will function as search team/interviewers, who will conduct evidence collection/photography, evidence submission, evidence storage, etc. The senior deputy participating or executing any law enforcement action while operating under this agreement and in a county other than one of original jurisdiction shall notify the Sheriff or their designee of the affected county, prior to conducting any law enforcement function whenever a deputy of the affected county is not in company.

ROUNDUPS

The TF will daily make controlled buys of illegal drugs throughout the counties comprising the TF Operational Area. As a general matter, to facilitate the utilization of the CSs for an extended period of time, arrests of drug distributors will not be made in the near term following the controlled buys. Periodically, roundups will be conducted wherein arrest warrants will be obtained for many drug dealers at once and operations will be conducted where they are "rounded up." Close coordination will be conducted with the Sheriff or his designee prior to a roundup in any county comprising the TF.

ASSET SEIZURE AND FORFEITURE

The TF will periodically seize and forfeit assets either through the Florida Contraband Forfeiture Act or via federal asset seizure/forfeiture. To the extent possible, the net forfeited assets applicable to TF member agencies will be shared equally among the participating members of the TF.

PRESS RELEASES

All Press releases may be prepared by the TF and submitted to the Sheriff or designee of the affected county for review, or may be prepared and released by the Sheriff of the affected county, in the discretion of that Sheriff. All press releases will highlight the Sheriff's Office of the jurisdiction where the enforcement action took place, followed by a mention of the TF, i.e. "The Columbia County Sheriff's Office assisted by the North Star Multijurisdictional Drug Task Force ..."

**EXHIBIT TO
RESOLUTION**

**NOT FOR
EXECUTION**

N R T H S T A R

MULTIJURISDICTIONAL

DRUG TASK FORCE

CHIEF APPROVAL

LAKE CITY POLICE DEPARTMENT

EXHIBIT TO
RESOLUTION

EXHIBIT-NOT FOR EXECUTION

CHIEF SIGNATURE

GERALD BUTLER

CHIEF PRINTED / TYPED NAME

DATE

NOT FOR
EXECUTION

File Attachments for Item:

24. City Council Resolution No. 2025-071 - A resolution of the City of Lake City, Florida, approving that certain job position and description for Legal Administrative Assistant; making certain findings of fact in support of the City approving said position and description; directing the City Manager to include said position and description in the City's position descriptions manual; repealing all prior resolutions in conflict; and providing an effective date.

MEETING DATE
5/2/2025

CITY OF LAKE CITY

Report to Council

COUNCIL AGENDA	
SECTION	
ITEM NO.	

SUBJECT: Create New Position

DEPT / OFFICE: Human Resources

Originator: BillieJo Bible, Director of Human Resources		
City Manager Don Rosenthal	Department Director BillieJo Bible	Date 4/25/2025
Recommended Action: Approve to create a new position for Legal Administrative Assistant pending approval of the City hiring in-house attorney.		
Summary Explanation & Background: If the City Council approves hiring an in-house City Attorney, said attorney is expected to need a Legal Administrative Assistant.		
Alternatives:		
Source of Funds:		
Financial Impact: With salary and benefits the cost will be a minimum of \$83,368.28 (per finance).		
Exhibits Attached: Job description and salary breakdown		

City of Lake City, FL

Classification Description

Classification Title: Legal Administrative Assistant
Department: Legal

Pay Grade: 14
FLSA Status: Non-Exempt

General Description

This is responsible advanced legal secretarial, office support and public contact work, often of a confidential nature, providing secretarial and administrative assistance to the City Attorney and any Assistant City Attorneys. Employees in this position are expected to be able to perform any and all work tasks and comply with any work schedules or attendance or duty requirements, which may be established by City or department rules. Work is reviewed through observation, conversation, and evaluation of results achieved.

Nature of Work

Essential Functions:

- Handles administrative tasks such as receiving and screening telephone calls and office visitors, filing papers, maintaining calendars, calling public officials, citizens, city personnel, lawyers, and court personnel to schedule interviews, hearings, meetings, and conferences; assists with making travel arrangements.
- Acts as receptionist and legal secretary for the department.
- Functions as liaison to City personnel, the public, officials, and visitors.
- Notarizes official documents.
- Organizes work, establishes priorities, follows progress, and reports back if there are problems.
- Obtains information from state departments and other legislative information.
- Retrieves information and records from all City departments.
- Processes purchase orders for the department.
- Orders new materials, updates, and supplements.
- Purchases and assumes responsibility for purchasing of office supplies and reprinted forms.
- Creates, organizes and maintains paper and electronic case and assignment files, discovery and pleading indexes.
- May process incoming lawsuits served on the City.
- Provides varied and difficult secretarial and administrative support services; prepare drafts and accurate final copies of correspondence, reports, documents and memoranda.
- Compiles, assembles and completes data for reports, bulletins and council meetings.
- Receives, screens and refers callers; notifies personnel of meetings, appointments, specific duties or occurrences; makes arrangements for conferences and meetings.
- May participate in preparing agendas; answers the telephone and makes appointments; proofreads reports and forms and other typed materials for accuracy, grammar and appearance.
- Composes, completes, edits, proofreads, and/or processes legal documents including correspondence, charts, reports, city council resolutions, city council ordinances, and general memoranda, subject to attorney supervision.
- Maintains control records on incoming and outgoing correspondence; documents and monitors work in process to ensure timely reply or action.
- Prepares, processes and files court documents, subject to attorney supervisor.
- Coordinates and schedules appointments, conferences and meetings; attends scheduled events.
- Operates office equipment, including computers, printers, copiers, scanners, fax machine.
- Assumes responsibility for keeping City law files up-to-date.

- Acts in a confidential capacity in related office tasks.
- Performs related work as assigned.

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

KNOWLEDGE, SKILLS, AND ABILITIES

- Knowledge of the professional practices, procedures, systems, and equipment utilized in a modern legal office environment, including, the efficient handling of database and network systems.
- Knowledge of general legal, administrative, and procedural policies and regulations pertaining to city government.
- Knowledge of general municipal operations and organizations, and operational procedures of major departments within the assigned administration.
- Knowledge of legal terminology, spelling, punctuation, and grammar.
- Knowledge and awareness of current legal issues.
- Knowledge of business English, grammar, punctuation, spelling.
- Extensive writing skills.
- Ability to perform basic mathematical calculations quickly and accurately.
- Ability to maintain confidentiality of information.
- Ability to coordinate with other agencies and law offices, and to discuss complex legal issues with attorney staff.
- Ability to type rapidly and accurately from handwritten copy and to produce accurate drafts and final copies of required work.
- Ability to handle routine administrative details independently.
- Ability to work independently with minimal supervision.
- Ability to make decisions recognizing established procedures and practices.
- Ability to establish and maintain effective working relationships.
- Ability to utilize software products employed by the City Attorney's Office, including but not limited to Microsoft Office Suite, and email, for preparing required work, scheduling meetings, and maintaining case files.
- Ability to recall and relate information accurately and reliably and to understand and carry out complex oral and written instructions, prioritize work and meet time restraints.
- Ability to communicate clearly and concisely, orally and in writing, exercising tact and utilizing telephone etiquette.
- Ability to maintain moderately complex office records and to research, compile data and prepare accurate reports from file records and materials.
- Ability to establish and maintain effective working relationships with employees, support staff and attorneys in the City Attorney's Office, City officials, court officials and the general public, as necessitated by the work.
- Ability to act as a liaison between the City Attorney's Office, other departments, and third parties such as clients, vendors, experts, and courtroom personnel.
- Ability to serve the public and fellow employees with honesty and integrity in full accord with the letter and spirit of all city ethics and conflicts of interest policies. A strong understanding of ethical behavior is required.
- Ability to establish and maintain effective working relationships with the general public, co-workers, city officials and members of diverse cultural and linguistic backgrounds regardless of race, religion, age, sex, disability or political affiliation.
- Ability to maintain regular and punctual attendance.

Minimum Qualifications:

Graduation from high school or possession of an acceptable equivalency diploma, and one year of experience as a legal assistant with extensive responsibilities preparing municipal governmental documents and records;

or, an equivalent combination of education, training, and experience. Considerable experience in customer service with excellent interpersonal skills is required. Background in performing clerical and secretarial duties in a legal office is preferred. Must meet CJIS (Criminal Justice Information Services) compliance/certification requirements.

Must have a valid Florida Driver's License with an acceptable driving record.

ESSENTIAL PHYSICAL SKILLS

- Acceptable eyesight (with or without correction)
- Acceptable hearing (with or without hearing aid)
- Employee must have the ability to access, input, and retrieve information from a computer and to sit at a desk and view a display screen for extended periods of time
- Ability to communicate both orally and in writing
- Depth Perception
- Distinguish colors
- Walking
- Climbing
- Smelling
- Driving

Environmental Conditions:

- Works inside in an office environment the majority of the time.

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 requirements of the job change. By signing below, I am indicating I have read and concur with the above description of my job.

Print Name: _____
Employee

Signature: _____
Employee

Date: _____

City Attorney	Type	Code	Amount
	Earnings		\$ 150,000.00
	Tax	SS (Social Security)	\$ 9,527.51
	Tax	MED (Medicare)	\$ 2,228.21
	Benefit	RFSM (FL Senior Management)	\$ 51,982.58
	Benefit	FL BLUE (Florida Blue 05770) Employee Only	\$ 8,200.80
	Benefit	DISAB (Long Term Disability - Flat Rate)	\$ 463.56
	Benefit	MET 1X (MET LIFE 1X - Flat Rate)	\$ 120.60
	Worker Compensation	8810 (Clerical Office Emp-NOC)	\$ 199.76
			<u>\$ 222,723.02</u>

Legal Asst.	Type	Code	Amount
	Earnings		\$ 61,838.92
	Tax	SS (Social Security)	\$ 3,834.02
	Tax	MED (Medicare)	\$ 896.66
	Benefit	RFGE (FL Retirement Regular)	\$ 8,255.69
	Benefit	FL BLUE (Florida Blue 05770) Employee Only	\$ 8,200.80
	Benefit	DISAB (Long Term Disability - Flat Rate)	\$ 201.36
	Benefit	MET 1X (MET LIFE 1X - Flat Rate)	\$ 60.36
	Worker Compensation	8810 (Clerical Office Emp-NOC)	\$ 80.47
			<u>\$ 83,368.28</u>

Total \$ 306,091.30

CM /rrp
04/25/2025

RESOLUTION NO 2025 - 071

CITY OF LAKE CITY, FLORIDA

A RESOLUTION OF THE CITY OF LAKE CITY, FLORIDA APPROVING THAT CERTAIN JOB POSITION AND DESCRIPTION FOR LEGAL ADMINISTRATIVE ASSISTANT; MAKING CERTAIN FINDINGS OF FACT IN SUPPORT OF THE CITY APPROVING SAID POSITION AND DESCRIPTION; DIRECTING THE CITY MANAGER TO INCLUDE SAID POSITION AND DESCRIPTION IN THE CITY'S POSITION DESCRIPTIONS MANUAL; 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 a new position entitled "Legal Administrative Assistant" (the "New Position"); and

WHEREAS, the City desires to approve the New Position and include the description for the New Position in the Manual; and

WHEREAS, approving the New Position and including the description for the New 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 New Position and including the description for the New Position in the Manual is in the public or community interest and for public welfare; and
2. In furtherance thereof, the New Position as described in the position description 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 New Position and the description thereof attached as the exhibit hereto in the Manual; and

-
4. 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
 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: Legal Administrative Assistant
Department: Legal

Pay Grade: 14
FLSA Status: Non-Exempt

General Description

This is responsible advanced legal secretarial, office support and public contact work, often of a confidential nature, providing secretarial and administrative assistance to the City Attorney and any Assistant City Attorneys. Employees in this position are expected to be able to perform any and all work tasks and comply with any work schedules or attendance or duty requirements, which may be established by City or department rules. Work is reviewed through observation, conversation, and evaluation of results achieved.

Nature of Work

Essential Functions:

- Handles administrative tasks such as receiving and screening telephone calls and office visitors, filing papers, maintaining calendars, calling public officials, citizens, city personnel, lawyers, and court personnel to schedule interviews, hearings, meetings, and conferences; assists with making travel arrangements.
- Acts as receptionist and legal secretary for the department.
- Functions as liaison to City personnel, the public, officials, and visitors.
- Notarizes official documents.
- Organizes work, establishes priorities, follows progress, and reports back if there are problems.
- Obtains information from state departments and other legislative information.
- Retrieves information and records from all City departments.
- Processes purchase orders for the department.
- Orders new materials, updates, and supplements.
- Purchases and assumes responsibility for purchasing of office supplies and reprinted forms.
- Creates, organizes and maintains paper and electronic case and assignment files, discovery and pleading indexes.
- May process incoming lawsuits served on the City.
- Provides varied and difficult secretarial and administrative support services; prepare drafts and accurate final copies of correspondence, reports, documents and memoranda.
- Compiles, assembles and completes data for reports, bulletins and council meetings.
- Receives, screens and refers callers; notifies personnel of meetings, appointments, specific duties or occurrences; makes arrangements for conferences and meetings.
- May participate in preparing agendas; answers the telephone and makes appointments; proofreads reports and forms and other typed materials for accuracy, grammar and appearance.
- Composes, completes, edits, proofreads, and/or processes legal documents including correspondence, charts, reports, city council resolutions, city council ordinances, and general memoranda, subject to attorney supervision.
- Maintains control records on incoming and outgoing correspondence; documents and monitors work in process to ensure timely reply or action.
- Prepares, processes and files court documents, subject to attorney supervisor.
- Coordinates and schedules appointments, conferences and meetings; attends scheduled events.
- Operates office equipment, including computers, printers, copiers, scanners, fax machine.
- Assumes responsibility for keeping City law files up-to-date.

**EXHIBIT TO
RESOLUTION**

**NOT FOR
EXECUTION**

- Acts in a confidential capacity in related office tasks.
- Performs related work as assigned.

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

KNOWLEDGE, SKILLS, AND ABILITIES

- Knowledge of the professional practices, procedures, systems, and equipment utilized in a modern legal office environment, including, the efficient handling of database and network systems.
- Knowledge of general legal, administrative, and procedural policies and regulations pertaining to city government.
- Knowledge of general municipal operations and organizations, and operational procedures of major departments within the assigned administration.
- Knowledge of legal terminology, spelling, punctuation, and grammar.
- Knowledge and awareness of current legal issues.
- Knowledge of business English, grammar, punctuation, spelling.
- Extensive writing skills.
- Ability to perform basic mathematical calculations quickly and accurately.
- Ability to maintain confidentiality of information.
- Ability to coordinate with other agencies and law offices, and to discuss complex legal issues with attorney staff.
- Ability to type rapidly and accurately from handwritten copy and to produce accurate drafts and final copies of required work.
- Ability to handle routine administrative details independently.
- Ability to work independently with minimal supervision.
- Ability to make decisions recognizing established procedures and practices.
- Ability to establish and maintain effective working relationships.
- Ability to utilize software products employed by the City Attorney's Office, including but not limited to Microsoft Office Suite, and email, for preparing required work, scheduling meetings, and maintaining case files.
- Ability to recall and relate information accurately and reliably and to understand and carry out complex oral and written instructions, prioritize work and meet time restraints.
- Ability to communicate clearly and concisely, orally and in writing, exercising tact and utilizing telephone etiquette.
- Ability to maintain moderately complex office records and to research, compile data and prepare accurate reports from file records and materials.
- Ability to establish and maintain effective working relationships with employees, support staff and attorneys in the City Attorney's Office, City officials, court officials and the general public, as necessitated by the work.
- Ability to act as a liaison between the City Attorney's Office, other departments, and third parties such as clients, vendors, experts, and courtroom personnel.
- Ability to serve the public and fellow employees with honesty and integrity in full accord with the letter and spirit of all city ethics and conflicts of interest policies. A strong understanding of ethical behavior is required.
- Ability to establish and maintain effective working relationships with the general public, co-workers, city officials and members of diverse cultural and linguistic backgrounds regardless of race, religion, age, sex, disability or political affiliation.
- Ability to maintain regular and punctual attendance.

Minimum Qualifications:

Graduation from high school or possession of an acceptable equivalency diploma, and one year of experience as a legal assistant with extensive responsibilities preparing municipal governmental documents and records;

**EXHIBIT TO
RESOLUTION**

**NOT FOR
EXECUTION**

or, an equivalent combination of education, training, and experience. Considerable experience in customer service with excellent interpersonal skills is required. Background in performing clerical and secretarial duties in a legal office is preferred. Must meet CJIS (Criminal Justice Information Services) compliance/certification requirements.

Must have a valid Florida Driver's License with an acceptable driving record.

ESSENTIAL PHYSICAL SKILLS

- Acceptable eyesight (with or without correction)
- Acceptable hearing (with or without hearing aid)
- Employee must have the ability to access, input, and retrieve information from a computer and to sit at a desk and view a display screen for extended periods of time
- Ability to communicate both orally and in writing
- Depth Perception
- Distinguish colors
- Walking
- Climbing
- Smelling
- Driving

Environmental Conditions:

- Works inside in an office environment the majority of the time.

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 requirements of the job change. By signing below, I am indicating I have read and concur with the above description of my job.

Print Name: EXHIBIT-NOT FOR EXECUTION
Employee

Signature: EXHIBIT-NOT FOR EXECUTION
Employee

Date: _____

**EXHIBIT TO
RESOLUTION**

**NOT FOR
EXECUTION**

File Attachments for Item:

25. City Council Resolution No. 2025-072 - A resolution of the City Council of the City of Lake City, Florida, approving that certain Directive to Execute Financial Hedges with Florida Gas Utility; 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.

MEETING DATE
4/21/2025

CITY OF LAKE CITY

Report to Council

COUNCIL AGENDA	
SECTION	
ITEM NO.	

SUBJECT: Natural Gas Hedging

DEPT / OFFICE: Natural Gas

Originator: Steve Brown, Executive Director of Utilities		
City Manager Don Rosenthal	Department Director Steve Brown	Date 3/27/2025
Recommended Action: Our recommendation is to have FGU hedge our Natural Gas prices.		
Summary Explanation & Background: The City of Lake City as a member of Florida Gas Utility (FGU) is currently participating in hedging programs to prevent extreme cost fluctuations from being passed along to our valued customers. As the current hedging program expires we would like to replace it with current market values. Mrs. Katie Hall of FGU has volunteered to come and present a plan to show over all cost savings for all their members.		
Alternatives: Not to participate.		
Source of Funds: 420.80.532.030.49		
Financial Impact: Shown with the presentation		
Exhibits Attached: Presentation provided by FGU.		

RESOLUTION NO 2025 - 072

CITY OF LAKE CITY, FLORIDA

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, APPROVING THAT CERTAIN *DIRECTIVE TO EXECUTE FINANCIAL HEDGES* WITH FLORIDA GAS UTILITY; 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.

WHEREAS, Florida Gas Utility (“FGU”) was formed by Interlocal Agreement on September 1, 1989, which was subsequently amended by the Amended Interlocal Agreement on July 1, 1996, and thereafter amended and restated by Second Amended and Restated Interlocal Agreement dated as of July 27, 1999, and thereafter amended and restated by Second Amended and Restated Interlocal Agreement dated as of March 25, 2011; and

WHEREAS, to take advantage of perceived opportunities created by the restructuring of natural gas services, FGU was established between and among several public agencies for the purpose of achieving savings through joint services for FGU members; and

WHEREAS, the City of Lake City, Florida (the “City”) and FGU entered into the *All Requirements Gas Services Agreement* dated October 1, 2016 whereby FGU has agreed that it will furnish the City supplies of natural gas for the City’s natural gas requirements; and

WHEREAS, approving that certain *Directive to Execute Financial Hedges* (the “Directive”), in the form of the Exhibit attached hereto for the purpose of hedging the price of gas for FGU members 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 Directive in the form attached as an Exhibit hereto for the purpose of hedging the price of gas for FGU members is in the public or community interest and for public welfare; and
2. In furtherance thereof, the Directive 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 and 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 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 E. Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

Clay Martin, City Attorney

DIRECTIVE TO EXECUTE FINANCIAL HEDGES

THIS DIRECTIVE TO EXECUTE FINANCIAL HEDGES (this “Directive”) made and entered into as of _____, 2025, by the CITY OF LAKE CITY, (“LAKE CITY”) and directed to FLORIDA GAS UTILITY, a public body corporate and politic and joint action agency formed under the Florida Interlocal Cooperation Act (“FGU”).

WITNESSETH:

WHEREAS, FGU was formed by Interlocal Agreement on September 1, 1989, which was subsequently amended by the Amended Interlocal Agreement on June 1, 1992, and thereafter amended and restated by Amended and Restated Interlocal Agreement dated as of July 1, 1996, and thereafter amended and restated by Second Amended and Restated Interlocal Agreement dated as of July 27, 1999, and thereafter amended and restated by Third Amended and Restated Interlocal Agreement dated as of March 25, 2011 (as amended, the “Interlocal Agreement”); and

WHEREAS, FGU and LAKE CITY, as a member of FGU, have previously entered into a Gas Services Agreement, dated as of October 1, 2016 (the “Gas Agreement”), whereby FGU has agreed that it will furnish LAKE CITY supplies of natural gas for LAKE CITY's gas requirements in accordance with the policies of FGU established by its Board of Directors, including the determination of the sources of such gas, including the proper mix of firm gas supplies, spot gas supplies and long term gas supplies; and

WHEREAS, FGU's Derivatives Policy (the “Policy”) enables LAKE CITY to authorize FGU to acquire “Derivative Products”, as such term is defined in the Policy, upon written “Directive”, as such term is defined in the Gas Agreement, from LAKE CITY; and

WHEREAS, FGU, for the purpose of hedging the price of gas for its Members, has executed an enabling agreement that established and maintains an exchange clearing account with an appropriate counterparty (the “FGU Clearing Account”).

NOW, THEREFORE, LAKE CITY hereby represents to, covenants with, and directs, FGU as follows:

1. LAKE CITY has, by appropriate action, duly authorized the execution and delivery of this Directive on its behalf by its authorized officer, who is and shall constitute a “Member Representative”, as such term is defined in the Gas Agreement. This Directive has been validly authorized, duly executed and delivered and is binding upon LAKE CITY in accordance with its terms.

2. FGU is hereby directed to enter into a new “Financial Instrument”, as such term is defined in the Gas Agreement, meeting the parameters set forth in **Exhibit A** attached hereto (the “New Trade”). Upon entering into the New Trade, FGU should timely inform the Member Representative of the terms of the New Trade, but failure to provide such notice shall not alter or affect the authority of FGU hereunder to enter into the New Trade.

3. LAKE CITY hereby approves the parameters of the New Trade, agrees to be bound to all of the terms and conditions thereof, and agrees to promptly pay FGU all amounts that become due as a result of the New Trade in accordance with the Gas Agreement, including but not limited to brokerage commissions, margin calls, and losses that may be incurred due to changes in the market value and expiration of the New Trade.

4. LAKE CITY acknowledges and agrees that FGU is relying upon this Directive in connection with FGU's execution of the New Trade and for purposes of compliance with the terms and provisions of the Gas Agreement. This Directive relates solely to the New Trade and is supplemental to the

**EXHIBIT TO
RESOLUTION**

**NOT FOR
EXECUTION**

Gas Agreement and shall not be viewed as an amendment of any terms, provisions or requirements contained therein.

5. This Directive is made under and shall be governed by the laws of the State of Florida and, upon implementation by FGU, shall be binding and enforceable against LAKE CITY.

IN WITNESS WHEREOF, LAKE CITY has caused this Directive to be executed by its proper office being thereunto duly authorized as of the day and year first above written.

CITY OF LAKE CITY

By: EXHIBIT-NOT FOR EXECUTION

Name:

Title:

**EXHIBIT TO
RESOLUTION**

**NOT FOR
EXECUTION**

Exhibit A
Parameters for Financial Instrument

Financial Instrument Contract:	FGU Clearing Account
Financial Product:	Futures Contract or Call Option
Commodity:	Natural gas
Trade Type:	Purchase
Summer Season:	April through October
Winter Season:	November through March
Maximum Trigger Price:	Budget Cost of Gas Commodity per Dth or as agreed upon by Member and FGU for each annual period
 <u>1-12 Months Out:</u>	
Quantity:	Up to 75% of Average Annual Usage, by Season
 <u>13-24 Months Out:</u>	
Quantity:	Up to 50% of Average Annual Usage, by Season
 <u>25-36 Months Out:</u>	
Quantity:	Up to 25% of Average Annual Usage, by Season

**EXHIBIT TO
RESOLUTION**

**NOT FOR
EXECUTION**

File Attachments for Item:

26. City Council Resolution No. 2025-073 - A resolution of the City of Lake City, Florida, approving that certain Amendment to the Traffic Signal and Maintenance Agreement with the State of Florida Department of Transportation for maintenance of certain traffic signals in the City of Lake City; 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.

RESOLUTION NO 2025 – 073

CITY OF LAKE CITY, FLORIDA

A RESOLUTION OF THE CITY OF LAKE CITY, FLORIDA APPROVING THAT CERTAIN AMENDMENT TO THE TRAFFIC SIGNAL AND MAINTENANCE AGREEMENT WITH THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION FOR MAINTENANCE OF CERTAIN TRAFFIC SIGNALS IN THE CITY OF LAKE CITY; 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.

WHEREAS, the City of Lake City (“City”) and the State of Florida Department of Transportation (the “Agency”) are parties to that certain Traffic Signal Maintenance and Compensation Agreement dated July 7, 2015 (the “Original Agreement”); and

WHEREAS, the Original Agreement has been routinely amended to adopt relevant and timely terms concerning maintenance and compensation; and

WHEREAS, the City and the Agency mutually desire to amend the terms of the Original Agreement to provide for new rates of reimbursement by the Agency to the City pursuant to that certain Amendment to the Traffic Signal Maintenance and Compensation Agreement in the form of the Exhibit attached hereto (the “Amendment”); and

WHEREAS, approving the Amendment obligating the City to maintain Agency traffic signals in the City and be reimbursed for same 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 Amendment obligating the City to maintain Agency traffic signals in the City and be reimbursed for same is in the public or community interest and for public welfare; and
2. In furtherance thereof, the Amendment 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 and 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 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

**EXHIBIT TO
NOT FOR
RESOLUTION
EXECUTION**

577

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

EXHIBIT A

Reimbursement for Maintenance and Operation FY 2026

CITY OF LAKE CITY																			RESOLUTION
Intersection Location	Traffic Signals (TS)	Traffic Signal - Interconnected & monitored (IMTS)	Intersection Control Beacon (ICB)	Pedestrian Flashing Beacon (PFB)	Emergency Fire Dept. Signal (FDS)	Speed Activated Warning Display (SAWD)	Illuminated Street Name Signs (ISNS)	Blank Out Sign (BOS)	Traffic Warning Beacon (TWB)	Probe Data Detection System (PDDS)	Uninterruptible Power Supplies (UPS)	Connected Automated Vehicle Devices (CAVD)	Pedestrian Hybrid Beacon (PHB)	Arterial Dynamic Message Sign (ADMS)	Passive Pedestrian Detection (PPD)	Traffic Monitoring Camera (TrMC)	In-Roadway Warning Lights (IRWL)	Compens Amount (Unit Rates Exhibit	
SR10, (US90) at NE COMMONS BLVD/FAITH RD. (PUBLIX)		\$5,892					\$416.00											\$6,30	
SR10, (US90) DUVAL ST. at SE ERMINE ST.				\$804														\$804	
SR10, (US90) DUVAL ST. at SR25, (US41) MAIN BLVD.		\$5,892					\$416.00											\$6,30	
SR10, (US90) DUVAL ST. at SW LAKE JEFFREY RD.(CR250/N.)		\$5,892					\$416.00											\$6,30	
SR10, (US90) DUVAL ST. at SR47/25A, (US441) MARION AVE.		\$5,892					\$416.00											\$6,30	
SR10A, (US90A) BAYA DR. at ERMINE ST.				\$804														\$804	
SR10A, (US90A) BAYA DR. at SR25A, MARION AVE.		\$5,892																\$5,89	
SR10A, (US90A) BAYA DR. at ERMINE ST.		\$5,892																\$5,89	
SR10A, (US90A) BAYA DR. at EB LAKE MONTGOMERY ENT.									\$405									\$405	
SR10A, (US90A) BAYA DR. at SR25, (US41) MAIN BLVD.		\$5,892																\$5,892	
																			EXECUTION

EXHIBIT TO

RESOLUTION

NOT FOR

EXECUTION

EXHIBIT A
Reimbursement for Maintenance and Operation FY 2026

CITY OF LAKE CITY																			RESOLUTION
Intersection Location	Traffic Signals (TS)	Traffic Signal - Interconnected & monitored (IMTS)	Intersection Control Beacon (ICB)	Pedestrian Flashing Beacon (PFB)	Emergency Fire Dept. Signal (FDS)	Speed Activated Warning Display (SAWD)	Illuminated Street Name Signs (ISNS)	Blank Out Sign (BOS)	Traffic Warning Beacon (TWB)	Probe Data Detection System (PDDS)	Uninterruptible Power Supplies (UPS)	Connected Automated Vehicle Devices (CAVD)	Pedestrian Hybrid Beacon (PHB)	Arterial Dynamic Message Sign (ADMS)	Passive Pedestrian Detection (PPD)	Traffic Monitoring Camera (TrMC)	In-Roadway Warning Lights (IRWL)	Compens Amount (Unit Rates Exhibit	
SR10A, (US90A) BAYA DR. at MC FARLAND AVE.		\$5,892																\$5,89	
SR10A, (US90A) BAYA DR. at SR10, (US90) WEST		\$5,892																\$5,89	
SR247 at SW REAL TERRACE									\$405									\$405	
SR25, (US41) MAIN BLVD. at MALONE ST./BASCOM NORRIS DR.		\$5,892																\$5,89	
SR25, (US41) MAIN BLVD. at ST. MARGARETS RD.	\$4,145																	\$4,14	
SR25, (US41) MAIN BLVD. at SR47		\$5,892																\$5,89	
SR25/100, (US41) MAIN BLVD. at NW LONG ST.		\$5,892																\$5,89	
SR25A, (US41) MAIN BLVD. at NW MADISON ST.		\$5,892																\$5,89	
SR25A/47, (US441) MARION AVE. at CR100A		\$5,892					\$416.00											\$6,30	
SR47 at SW BASCOM NORRIS DR.		\$5,892																\$5,892	
									Total Lump Sum Amount*									\$156,7	579

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

EXHIBIT A
Reimbursement for Maintenance and Operation FY 2026

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

I certify that the above Traffic Signals and Devices will be maintained and operated in accordance with the requirements of the Traffic Signal Maintenance and Compensation Agreement. For satisfactory completion of all services dete in this Agreement for this time period, the Department will pay the Maintaining Agency a Total Lump Sum (minus any retainage or forfeiture) of \$156,775.00

EXHIBIT-NOT FOR EXECUTION

Maintaining Agency Date

EXHIBIT-NOT FOR EXECUTION

District Traffic Operations Engineer Date

EXHIBIT TO
RESOLUTION

NOT FOR
EXECUTION

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

750-010-24a
TRAFFIC OPERATIONS
04/23
Page 1 of 1

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

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

RECITALS

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

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

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

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

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

City of Lake City, Florida
(Maintaining Agency)

By: EXHIBIT-NOT FOR EXECUTION
(Authorized Signature)

Print/Type Name: _____

Title: _____

**STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION**

By: EXHIBIT-NOT FOR EXECUTION
(Authorized Signature)

Print/Type Name: James Hannigan

Title: Distict Traffic Operations Engineer

Legal Review: _____

**EXHIBIT TO
RESOLUTION**

**NOT FOR
EXECUTION**