
CITY COUNCIL REGULAR SESSION

CITY OF LAKE CITY

November 06, 2023 at 6:00 PM

Venue: City Hall

AGENDA

REVISED

Revised 11/6/2023: Item 6, supporting documentation added

This meeting will be held in the City Council Chambers on the second floor of City Hall located at 205 North Marion Avenue, Lake City, FL 32055. Members of the public may also view the meeting on our YouTube channel. YouTube channel information is located at the end of this agenda.

Pledge of Allegiance

Invocation - Mayor Stephen Witt

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.

Proclamations - None

Minutes

- [1.](#) October 16, 2023 Regular Session
- [2.](#) October 31, 2023 Special Called Council Meeting

Approval of Agenda

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

- [3.](#) Approval to award Bid No. ITB-016-2023 Petroleum Products & Delivered Diesel Fuel-Annual Term Contract to G.W. Hunter, Inc., the sole bidder.
- [4.](#) Approval to award Bid No. ITB-018-2023 Demolition Services to Cross Environmental, Inc., the sole bidder, for demolition of structures within the City. This is a budgeted item for the Growth Management Department.
- [5.](#) Approval of job descriptions for the City Manager, City Clerk, Human Resources, Finance and Information Technology Departments. The Human Resources Department is in the process of reviewing all job descriptions for positions that were approved in the FY 23-24 Budget. In accordance with the City's Personnel Manual, the job descriptions will be presented for each departments for council review over the next three agendas.
- [6.](#) Approval to apply for a Rural Infrastructure Grant through Florida Commerce for the Gwen Lake Project.

Presentations - None

Old Business

Ordinances - None

Resolutions

- [7.](#) City Council Resolution No. 2023-130 - A resolution of the City Council of the City of Lake City, Florida, authorizing the execution of a contract with Colin Baenziger & Associates; providing for Executive Recruitment Services related to the employment of a City Manager; declaring an emergency pursuant to Section 2-181 of the City Code; authorizing an agreement price not-to-exceed \$29,500.00; providing for conflict; and providing for an effective date.

Note: Item removed from 10/16/2023 agenda until such time full council in attendance.

Other Items

8. Discussion and Possible Action: Salary for Interim City Manager Dee Johnson

Note: Item removed from 10/16/2023 agenda until such time full council in attendance.

9. Discussion of September 11, 2023 vote regarding Section 2-53 of the Code of Ordinances relating to the compensation of Mayor and Council Members (City Attorney Todd Kennon)

Note: Item removed from 10/16/2023 agenda until such time full council in attendance.

New Business

Ordinances -None

Resolutions

10. City Council Resolution No. 2023-123 - A resolution of the City Council of the City of Lake City, Florida, appointing John Andrew Miles as a member of the Board of Trustees of the Lake City Municipal Police Officers Retirement Trust Fund.

11. City Council Resolution No. 2023-124 - A resolution of the City Council of the City of Lake City, Florida, authorizing the City to execute a Commercial Lease Agreement between the City of Lake City, Florida and RG Ambulance Service, Inc. D/B/A Century EMS-Columbia County.

12. City Council Resolution No. 2023-125 - A resolution of the City Council of the City of Lake City, Florida, adopting a schedule of fees pertaining to City Utilities; providing for severability; providing for conflicts; and providing an effective date.

13. City Council Resolution No. 2023-126 - A resolution of the City Council of the City of Lake City, Florida, authorizing the execution of an Interlocal Agreement with Columbia County, Florida, the Sheriff of Columbia County, Florida, the Columbia County Fire/Rescue Department, the City of Lake City, Florida, the Lake City Police Department, and the Lake City Fire Department related to a combined Communications 911 center; providing for severability providing for conflicts; and providing for an effective date.

14. City Council Resolution No. 2023-127 - A resolution of the City Council of the City of Lake City, Florida, appointing Gregory Burnsed as a member of the Board of Trustees of the Lake City Municipal Police Officers Retirement Trust Fund.

- [15.](#) City Council Resolution No. 2023-128 - A resolution of the City Council of the City of Lake City, Florida, amending the Annual Operating Budget for the Fiscal Year beginning October 1, 2022, and ending September 30, 2023.
- [16.](#) City Council Resolution No. 2023-129 - A resolution of the City Council of the City of Lake City, Florida, authorizing the extension of the initial agreement with James Moore \$ Co., P.L., for outside auditing services for the fiscal years ending September 30th of 2024, 2025, and 2026; and providing for conflicts.
- [17.](#) City Council Resolution No. 2023-133 - A resolution of the City Council of the City of Lake City, Florida amending the Personnel Manual for the City; authorizing and adopting a revised Sick Leave Incentives Policy; incorporating the revised Sick Leave Incentives Policy into Chapter 10 Leave Accounting of the Personnel Manual; and providing an effective date.

Other Items

- 18. Project Updates (Interim City Manager Dee Johnson)

Departmental Administration

Comments by Council Members

Adjournment

Upcoming Dates of Interest

November 11, 2023 Veterans Day Parade 11AM

November 18, 2023 Food Truck Festival at the Darby Pavilion (1PM - 5PM)

December 3, 2023 Tree Lighting Event in Olustee Park (4PM - 7PM)

December 9, 2023 Holiday Market (9AM - 4PM)

December 9, 2023 Christmas Parade 6PM

January 15, 2024 Martin Luther King Parade 10AM

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. October 16, 2023 Regular Session

The City Council in and for the citizens of the City of Lake City, Florida, met in Regular Session, on October 16, 2023 beginning at 6:00 PM, in the City Council Chambers, located at City Hall 205 North Marion Avenue, Lake City, Florida. Members of the public also viewed the meeting on our YouTube Channel.

PLEDGE OF ALLEGIANCE

INVOCATION – Mayor/Council Member Stephen Witt

ROLL CALL

Mayor/Council Member
City Council

Stephen M. Witt
Jake Hill, Jr. – absent
C. Todd Sampson – absent
Chevella Young
Ricky Jernigan
Todd Kennon
Paul Dyal
Chief Gerald Butler
Audrey Sikes

City Attorney
City Manager
Sergeant-at-Arms
City Clerk

PROCLAMATIONS

1. American Pharmacists Month - October 2023
Mayor Witt read the proclamation for American Pharmacists Month.

MINUTES

2. October 2, 2023 Regular Session

Mr. Jernigan made a motion to approve the October 2, 2023 Regular Session minutes as presented. Ms. Young seconded the motion and the motion carried unanimously on a voice vote.

APPROVAL OF AGENDA

Mayor Witt suggested removing Item # 6, 14, and 15 until the full Council was present. **Mr. Jernigan made a motion to approve the agenda as amended. Ms. Young seconded the motion and the motion carried unanimously on a voice vote.**

Mr. Dyal expressed concerns with City Parking and a recent event held at the Blanche Hotel.

PUBLIC PARTICIPATION – PERSONS WISHING TO ADDRESS COUNCIL

- Mark Yarick
- Sylvester Warren

APPROVAL OF CONSENT AGENDA – None

PRESENTATIONS – None

OLD BUSINESS

Ordinances

At this time Mayor Witt closed the regular session and opened a public hearing for the purpose of hearing comments on City Council Ordinance No. 2023-2257. City Council Ordinance No. 2023-2257 was read by title. Mayor Witt asked if anyone wanted to be heard regarding City Council Ordinance No. 2023-2257. During public comment for City Council Ordinance No. 2023-2257 Sylvester Warren provided Mr. Jernigan with a copy of an ethics complaint he filed. No additional requests were received to speak on City Council Ordinance No. 2023-2257, therefore Mayor Witt closed the public hearing.

3. City Council Ordinance No. 2023-2257 (final reading) - An ordinance of the City of Lake City, Florida, amending Chapter 102 of the City Code of Ordinances; providing for amendments to the City's Utilities; providing for severability; providing for the repeal of conflicts; providing for codification; and providing for an effective date. **Ms. Young made a motion to approve City Council Ordinance No. 2023-2257 on final reading, amending Chapter 102 of the City Code of Ordinances, and providing for amendments to the City's Utilities. Mr. Jernigan seconded the motion. A roll call vote was taken and the motion carried.**

Ms. Young	Aye
Mr. Jernigan	Aye
Mayor Witt	Aye

At this time Mayor Witt closed the regular session and opened a public hearing for the purpose of hearing comments on City Council Ordinance No. 2023-2264. City Council Ordinance No. 2023-2264 was read by title. Mayor Witt asked if anyone wanted to be heard regarding City Council Ordinance No. 2023-2264. No one asked to be heard on City Council Ordinance No. 2023-2264, therefore Mayor Witt closed the public hearing.

4. City Council Ordinance No. 2023-2264 (final reading) - An ordinance of the City of Lake City, Florida; implementing the State's Statutory Mandate to prepare business impact estimates prior to the adoption of proposed ordinances pursuant to Section 166.041(4), Florida Statutes; providing findings; adopting business impact estimate procedures, requirements, and exemptions; providing severability; providing for conflicts; and providing for an effective date. **Ms. Young made a motion to approve City Council Ordinance No. 2023-2264 on final reading, implementing the State's Statutory Mandate to prepare business impact estimates prior to the adoption of proposed ordinances pursuant to Section 166.041(4), Florida Statutes; providing findings; adopting business impact estimate procedures, requirements, and**

exemptions. Mr. Jernigan seconded the motion. A roll call vote was taken and the motion carried.

**Ms. Young Aye
Mr. Jernigan Aye
Mayor Witt Aye**

Resolutions – None

Other Items

- 5. Discussion and Possible Action: Annie Mattox Park Camera Installation (Assistant City Manager Dee Johnson)

Mr. Johnson reported resolution 2022-049 was approved for the installation of cameras at Annie Mattox Park, but at the time of approval, funds were not allocated. He requested approval to use ARPA (American Rescue Plan Act) funds to get the cameras installed.

PUBLIC COMMENT: Sylvester Warren

Ms. Young made a motion to move \$58,729.34 from the ARPA (American Rescue Plan Act) funds to install cameras at Annie Mattox Park. Mr. Jernigan seconded the motion.

PUBLIC COMMENT: Glenel Bowden

A roll call vote was taken and the motion carried.

**Ms. Young Aye
Mr. Jernigan Aye
Mayor Witt Aye**

- 6. Discussion of September 11, 2023 vote regarding Section 2-53 of the Code of Ordinances relating to the compensation of Mayor and Council Members (City Attorney Todd Kennon)

This Item was removed during approval of the agenda.

NEW BUSINESS

Ordinances – None

Resolutions

- 7. City Council Resolution No. 2023-109 - A resolution of the City Council of the City of Lake City, Florida, authorizing the City by and through its Police

Department to enter into an Interagency Agreement establishing a community partnership between the Florida Department of Corrections and the Lake City Police Department.

PUBLIC COMMENT: Sylvester Warren

Mr. Jernigan made a motion to approve City Council Resolution No. 2023-109, authorizing the City by and through its Police Department to enter into an Interagency Agreement establishing a community partnership between the Florida Department of Corrections and the Lake City Police Department. Ms. Young seconded the motion. A roll call vote was taken and the motion carried.

Mr. Jernigan	Aye
Ms. Young	Aye
Mayor Witt	Aye

8. City Council Resolution No. 2023-116 - A resolution of the City Council of the City of Lake City, Florida, dedicating of that portion of Long Street, being in the City limits of the City of Lake City, Florida, beginning at the intersection of NW Long Street and US 441 and ending at intersection of NW Long Street and Lake Jeffery Road to be dedicated to the memory and legacy of Mariah Reginae Smith; authorizing sign installation; providing for the adoption of recitals; and providing an effective date.

PUBLIC COMMENT: Glenel Bowden – Mr. Bowden requested the resolution in its entirety be entered into the minutes.

WHEREAS, the City of Lake City (hereinafter the “City”) desires to honor the memory and legacy of Mariah Reginae Smith who at the age of twelve (12) years, was killed while in her residence; and

WHEREAS, the City, by this dedication, shall keep her memory and the dangers of gun violence visible to the City’s citizens and all others who traverse the above described roadway; and

WHEREAS, the City shall place signage on Long Street at the locations provided herein so that the memory and legacy of Mariah Reginae Smith shall be visible; and

WHEREAS, the City finds that it is in the best interests of the City to dedicate the above described roadway to the memory and legacy of Mariah Reginae Smith.

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

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

Section 2. That portion of Long Street beginning at the intersection of NW Long Street and US 441 and ending at the intersection of NW Long Street and Lake Jeffery Road shall be and is hereby dedicated to the memory and legacy of Mariah Reginae Smith.

Section 3. Signage will be consistent with dedication signs utilized by the State of Florida, Department of Transportation and similar municipalities, and signs shall comply with all FDOT guidelines and specifications.

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

Ms. Young made a motion to approve City Council Resolution No. 2023-116, dedicating of that portion of Long Street, being in the City limits of the City of Lake City, Florida, beginning at the intersection of NW Long Street and US 441 and ending at intersection of NW Long Street and Lake Jeffery Road to be dedicated to the memory and legacy of Mariah Reginae Smith; authorizing sign installation, and providing for the adoption of recitals. Mr. Jernigan seconded the motion. A roll call vote was taken and the motion carried.

Ms. Young	Aye
Mr. Jernigan	Aye
Mayor Witt	Aye

9. City Council Resolution No. 2023-117 - A resolution of the City Council of the City of Lake City, Florida, reappointing Christopher Lydick to the Planning and Zoning Board, the Board of Adjustments, and the Historical Preservation Agency; and providing for an effective date. **Ms. Young made a motion to approve City Council Resolution No. 2023-117, reappointing Christopher Lydick to the Planning and Zoning Board, the Board of Adjustments, and the Historical Preservation Agency. Mr. Jernigan seconded the motion. A roll call vote was taken and the motion carried.**

Ms. Young	Aye
Mr. Jernigan	Aye
Mayor Witt	Aye

10. City Council Resolution No. 2023-118 - A resolution of the City Council of the City of Lake City, Florida, authorizing the execution of a continuing contract with RS&H, Inc.; providing for Construction Engineering and Inspection (CEI)/Observation Services; providing for severability; providing for conflicts; and providing for an effective date. **Ms. Young made a motion to approve City Council Resolution No. 2023-118, authorizing the execution of a continuing contract with RS&H, Inc., and providing for Construction Engineering and**

Inspection (CEI)/Observation Services. Mr. Jernigan seconded the motion. A roll call vote was taken and the motion carried.

Ms. Young Aye
Mr. Jernigan Aye
Mayor Witt Aye

11. City Council Resolution No. 2023-119 - A resolution of the City Council of the City of Lake City, Florida, authorizing the execution of a continuing contract with AE Engineering, Inc.; providing for Construction Engineering and Inspection (CEI)/Observation Services; providing for severability; providing for conflicts; and providing for an effective date. **Ms. Young made a motion to approve City Council Resolution No. 2023-119, authorizing the execution of a continuing contract with AE Engineering, Inc., and providing for Construction Engineering and Inspection (CEI)/Observation Services. Mr. Jernigan seconded the motion. A roll call vote was taken and the motion carried.**

Ms. Young Aye
Mr. Jernigan Aye
Mayor Witt Aye

12. City Council Resolution No. 2023-121 - A resolution of the City Council of the City of Lake City, Florida, appointing David Young as the Land Development Regulation Administrator; and providing for an effective date. **Ms. Young made a motion to approve City Council Resolution No. 2023-121, appointing David Young as the Land Development Regulation Administrator. Mr. Jernigan seconded the motion. A roll call vote was taken and the motion carried.**

Ms. Young Aye
Mr. Jernigan Aye
Mayor Witt Aye

13. City Council Resolution No. 2023-122 - A resolution of the City Council of the City of Lake City, Florida, authorizing the execution of Task Assignment Number Three to the continuing contract with Wetland Solutions, Inc., providing for engineering services related to a septic remediation plan to the Florida Department of Environmental Protection; providing for payment for the professional services at a cost not to exceed \$36,600.00; and providing an effective date. **Ms. Young made a motion to approve City Council Resolution No. 2023-122, authorizing the execution of Task Assignment Number Three to the continuing contract with Wetland Solutions, Inc., providing for engineering services related to a septic remediation plan to the Florida Department of Environmental Protection, and providing for payment for the professional services at a cost not to exceed \$36,600.00. Mr. Jernigan seconded the motion. A roll call vote was taken and the motion carried.**

Ms. Young **Aye**
Mr. Jernigan **Aye**
Mayor Witt **Aye**

Other Items

14. Discussion and Possible Action: Salary for Interim City Manager Dee Johnson

This Item was removed during approval of the agenda.

15. Update - Collin Baenziger & Associates for City Manager search (City Attorney Todd Kennon)

This Item was removed during approval of the agenda.

DEPARTMENTAL ADMINISTRATION – None

COMMENTS BY COUNCIL MEMBERS

Assistant City Manager Dee Johnson recognized the Natural Gas Department for pipeline safety.

ADJOURNMENT

Ms. Young made a motion to adjourn at 6:38 PM. Mr. Jernigan seconded the motion and the motion carried unanimously on a voice vote.

Stephen M. Witt, Mayor/Council Member

Audrey Sikes, City Clerk

File Attachments for Item:

2. October 31, 2023 Special Called Council Meeting

The City Council in and for the citizens of the City of Lake City, Florida, met in a Special Called Session, on October 31, 2023 beginning at 5:00 PM, in the City Council Chambers, located at City Hall 205 North Marion Avenue, Lake City, Florida. Members of the public also viewed the meeting on our YouTube Channel.

PLEDGE OF ALLEGIANCE

INVOCATION – Mayor/Council Member Stephen Witt

ROLL CALL

Mayor/Council Member
City Council

Stephen M. Witt
Jake Hill, Jr.
C. Todd Sampson
Chevella Young
Ricky Jernigan
Todd Kennon
Dee Johnson
Chief Gerald Butler
Audrey Sikes

City Attorney
Interim City Manager
Sergeant-at-Arms
City Clerk

APPROVAL OF AGENDA

Mr. Sampson made a motion to approve the agenda as presented. Mr. Jernigan seconded the motion and the motion carried unanimously on a voice vote.

PUBLIC PARTICIPATION – PERSONS WISHING TO ADDRESS COUNCIL

- Glenel Bowden, citizen
- Mark Yarick, Grants Administrator, HAECO
- Jeff Hendry, Executive Director, North Florida Economic Development Partnership (NFEDP)

NEW BUSINESS

1. Discussion and Possible Action – HAECO Grant

Members participated in an open dialogue by asking questions, expressing concerns and providing their insight on the project.

Attorney Kennon provided guidance on structuring the Memorandum of Understanding if the City moved forward with the grant application.

Mr. Sampson made a motion to move forward with the HAECO Grant application with stipulations as identified by the City Attorney. Mayor Witt seconded the motion. A roll call vote was taken and the motion failed.

Mr. Sampson	Aye
Mayor Witt	Aye
Mr. Hill	Nay
Ms. Young	Nay
Mr. Jernigan	Nay

ADJOURNMENT

Mr. Sampson made a motion to adjourn at 5:41 PM. Mr. Jernigan seconded the motion and the motion carried unanimously on a voice vote.

Stephen M. Witt, Mayor/Council Member

Audrey Sikes, City Clerk

File Attachments for Item:

3. Approval to award Bid No. ITB-016-2023 Petroleum Products & Delivered Diesel Fuel-Annual Term Contract to G.W. Hunter, Inc., the sole bidder.

MEETING DATE

CITY OF LAKE CITY

Report to Council

COUNCIL AGENDA	
SECTION	
ITEM NO.	

SUBJECT: Petroleum Products and Delivered Diesel Fuel- Annual Term Contract

DEPT / OFFICE: Procurement

Originator: Brenda Karr		
City Manager Paul Dyal	Department Director	Date 10/11/2023
Recommended Action: Request approval to accept sole bidder from ITB-016-2023 with GW Hunter, Inc for the Petroleum Products and Delivered Diesel Fuel-Annual Term Contract. (Consent Agenda)		
Summary Explanation & Background: This is considered a budgeted line item for multiple departments. ITB was posted on 9/6/23 -10/4/2023. GW Hunter, Inc was the sole bidder to submit a proposal. Contract start date will be 12/8/2023 for a (two) 2 year period, and a possible extension of (three) 3 additional (one) 1 year terms. Current contract is with GW Hunter, Inc. and expires 12/7/2023.		
Alternatives: Not accept bid.		
Source of Funds: Budgeted in: 030.52 (Operating Expense Operating Supply)		
Financial Impact:		
Exhibits Attached: ITB-016-2023 Solicitation, Bid Tabulation		

INVITATION TO BID

016-2023

PETROLEUM PRODUCTS AND DELIVERED DIESEL FUEL- ANNUAL TERM CONTRACT

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

RELEASE DATE: September 6, 2023

DEADLINE FOR QUESTIONS: September 20, 2023

RESPONSE DEADLINE: October 4, 2023, 2:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

<https://secure.procurenow.com/portal/lcfla>

City of Lake City
INVITATION TO BID

Petroleum Products and Delivered Diesel Fuel- Annual Term 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.....

Attachments:

A - PETROLEUM PRODUCTS AND DELIVERED DIESEL FUEL

1. Introduction

1.1. Summary

INVITATION TO BID

016-2023

Sealed bids will be accepted by the City of Lake City, Florida until Wednesday, October 4, 2023 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:

Petroleum Products and Delivered Diesel Fuel- Annual Term 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 Wednesday, September 20, 2023 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

Paul Dyal

City Manager

1.2. [Contact Information](#)

Brenda Karr

Procurement Analyst

205 North Marion Avenue

Lake City, FL 32055

Email: karrb@lcfla.com

Phone: [\(386\) 758-5407](tel:(386)758-5407)

Department:
Procurement

1.3. [Timeline](#)

Release Project Date	September 6, 2023
Question Submission Deadline	September 20, 2023, 2:00pm
Question Response Deadline	September 27, 2023, 2:00pm
Proposal Submission Deadline	October 4, 2023, 2:00pm
Contractor Selection Date	November 6, 2023

2. Instruction To Bidders

2.1. Overview

The City of Lake City is accepting bids for The supplier must furnish to the City of Lake City petroleum products and delivered diesel fuel for the use and operation of public owned vehicles, equipment, and storage tanks..

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

2.2. Submittal Deadline

Bids shall be submitted via the City's e-Procurement Portal, OpenGov Procurement, no later than Wednesday, October 4, 2023 at 2:00 pm. Late proposals shall not be accepted.

2.3. Pre-Bid Meeting

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

2.4. Questions

All questions related to this ITB shall be submitted in writing via the OpenGov Question/Answer Tab via the [City's e-Procurement portal](#), on or before, Wednesday, September 27, 2023 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 supplier must furnish the City of Lake City petroleum products and delivered diesel fuel for the use and operation of public owned vehicles, equipment, and storage tanks.

3.2. License

All bidders must be qualified under the laws, rules, and regulations of the State of Florida and the City of Lake City to perform the work required by these documents.

3.3. Contract

The proposal of the successful Bidder together with the written Notice of Award, and the terms, conditions, and specifications contained in the Invitation to Bid will constitute the contract. The contract term will be for two (2) year period. The City reserves the right to extend the contract for three (3) additional one (1) year terms, upon mutual agreement with the successful Bidder. Contract start date will be December 8, 2023.

3.4. Evaluation

Evaluation of bids will be based on the total add-on per gallon. Other consideration by the City will include the type of service center, hours of operation and locations.

3.5. 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.

3.6. 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.

3.7. 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.

3.8. Storage of Materials

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

3.9. 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.

3.10. 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.

3.11. General Requirements

The purpose of this bid, is to establish firm fixed differential bulk bid prices for gasoline(s), Ultra Low Sulfur diesel(s) and Low Sulfur Dyed diesel(s) for the City of Lake City. It is estimated that the City of Lake City will purchase approximately 14,000 gallons of gasoline, ultra low sulfur diesel and low sulfur dyed diesel during each twelve month period of this contract. The estimated quantity is given only as a guideline for preparing your bid and should not be considered as representing actual quantities to be purchased under this contract.

In addition, this bid, is to establish firm automated fuel service mark-up based on laid in cost for gasoline and diesel fuels for the City of Lake City. It is estimated that the City of Lake City will purchase approximately 132,000 gallons of unleaded regular gasoline and diesel fuel during each twelve month period of this contract for our fleet of 160 vehicles.

The estimated quantity is given only as a guideline for preparing your bid and should not be considered as representing actual quantities to be purchased under this contract.

The provisions contained in this section are intended to be cooperative with, to supplement, or to modify Instructions to Bidders and Terms and Conditions. In case of any conflict with such sections, the intent of any kind and all Technical Specifications shall govern.

3.12. Detailed Description of Specifications

All quantities listed below are estimates only. Actual purchases may be more or less than shown. In the event of nationwide or local shortages, the successful Bidder must agree to furnish the City of Lake City the same percentage of product as may be furnished to any other purchaser providing that such agreement must not contravene regulations which may be established by the Government of the United States.

Estimated Usage Fueling Sites:

Ultra-Low Sulfur Diesel Fuel: Approximately 30,000 gallons per year

Low Sulfur Diesel Dyed (Off road): Approximately 5,000 gallons per year

Unleaded Regular Gasoline: Approximately 97,000 gallons per year

Estimated Delivered Diesel Fuel:

Water Treatment Plant - Approximately 5,700 gallons per year

Wastewater Treatment Plant -Approximately 5,500 gallons per year

Lake City Airport - Approximately 2,600 gallons per year

Public Safety Building - Approximately 200 gallons per year

3.13. Testing for Adherence to Specifications

- A. The State Department of Agriculture will be requested to make a test of the products should there be any questions as to the quality of the products furnished under this agreement.
- B. All fuel must meet or exceed the State of Florida specifications and testing in accordance to ASTM standards. Contractor will be liable for any fees or charges incurred for testing if the product fails.

3.14. Price Calculations

- A. The prices payable under this contract shall be adjusted, upward and downward, in accordance with the changes in published reference prices pre-selected for this purpose, and shown hereinafter and in accordance with all other provisions of this economic price adjustment clause. The Contractor warrants that the unit prices set forth in this agreement do not include any contingency allowance to cover the possibility of increase(s) in the reference price(s) set forth below.
- B. Price adjustments under this agreement shall be cent for cent with any increase or decrease occurring in the reference price applicable to a particular item (subsequent to the date on which the base reference price is established) with or without prior notice thereof from the Contractor.
- C. The determination of the price payable for each delivery of a particular item of supply shall be accomplished by adding, or subtracting from the base unit price, the difference between the base reference price and the published reference price applicable on the date of delivery.
- D. The firm differential price must include all freight rates plus any applicable fuel surcharges. The firm markup must not change during the term of the contract.
- E. The reference price applicable on the date of delivery shall be the pre-selected reference price for the item as first published during the calendar week in which the delivery is made, or in the event there is no publication in that week, it shall be the pre-selected reference price for the item as last previously published.
- F. No upward price adjustment shall be due or apply to items of supply which were required in accordance with contract terms to be delivered prior to the effective date of such upward price adjustment, but delivered subsequent to such effective date unless the Contractor's failure to make earlier delivery results from causes which are beyond the control of and without the fault or negligence of the Contractor, or is the result of an allocation made in accordance with the terms of the allocation clause of this contract.

- G. The Contractor warrants that the prices to be invoiced hereunder for the listed items shall be computed in accordance with these price adjustment provisions.
- H. In the event any applicable published reference price is discontinued or its method of derivation is altered substantially, or it otherwise consistently fails to reflect market conditions, this contract may be amended effective on the date of such reference price is discontinued, altered, or began to consistently fail to reflect market conditions, so substitute a comparable reference price.
- I. The published Average Price(s) will be used to determine the "base reference prices". The market area and publication to be used is as follows:
 - 1. OPIS - Oil Price Information Service
 - 2. Base Reference Date (Daily Posting)
 - 3. Jacksonville, Terminal Codes

3.15. Delivery

- A. Each Lake City Department shall be responsible for calling the Contractor 24 hours prior to needed deliveries. Receiver(s) will check tanks according to markers at destination(s); all markers must be sealed and certified. Should there be a discrepancy, it will be left to the discretion of the receiver to accept or reject the load.
- B. In case of emergency (hurricane, tornado, fire, and any other state emergency disaster), all vendor(s) must certify, NO EXCEPTIONS, they will supply within 24 hours a fuel allocation for city vehicles.
- C. Bidders are invited to check each location for ease of access, filler size, and any other pertinent data.

DELIVERY LOCATION

- 1. City of Lake City Waste Water Treatment Plant, 527 SW St Margarets St, Lake City, FL
- 2. City of Lake City Water Treatment Plant, 144 SE Ozone Loop, Lake City, FL
- 3. Lake City Gateway Airport, 3524 US-90, Lake City, FL
- 4. Public Safety Building, 225 NW Main Blvd, Lake City, FL

3.16. Fueling Sites

- 1. The successful Bidder must have one or more fueling sites in the Lake City area (within the City limits). The facility must be equipped with either an automated or manual system.
- 2. The automated system must be self-serve but requires a key or card system for recording date, type fuel, number of gallons, odometer reading and some form of identification (i.e. name or vehicle).

3. The manual system must be a manned facility that will record the same information listed under automated system and provide a receipt to the operator. The exact format is subject to approval by the City of Lake City. The facility must be manned twenty-four (24) hours per day, seven (7) days per week.

3.17. Descriptions of Goods and Services

- A. The products to be ordered are described on the pages following Exhibit A Bid Form.
- B. Any quantities indicated herein are only estimated and the City of Lake City reserves the option to increase/and or decrease quantities, or delete items as required.
- C. The City of Lake City reserves the option to add item(s) within the scope of the bid, by accepting a mutually-agreed-upon price or by obtaining such items via the City of Lake City's regular Procurement Procedures.
- D. Provide an automated dispensing system at the vendor's place of business and any additional satellite locations that will provide regular Unleaded Gasoline and Ultra Low Sulphur Diesel for the City of Lake City. The vendor will provide one initial fuel access device (either fuel card or key) for each fleet vehicle that will be fueling at the vendor site. The vendor may invoice the City for additional access devices. All equipment shall remain the property of the vendor.
- E. Service shall be provided on a 24-hour, 7-day-a-week basis.
- F. Provide minimum of one (1) fueling locations in the City of Lake City. Location and operational impact for the City of Lake City will be considered in the award of bid.

3.18. Size of Fleet Requiring Access Devices

There are approximately 160 vehicles, ranging from compact sedans to large fire apparatus that will need to be able to access fuel pumps. In emergency situations, semi-tractor trailers could need access.

3.19. Emergency's

- A. In case of emergency (hurricane, tornado, fire and any other state emergency disaster), all vendor(s) must certify, NO EXCEPTIONS, on the Bid Form, they will supply within 24 hours a fuel allocation for City of Lake City vehicles of at least 3,000 gallons of diesel fuel, and 8,000 gallons of unleaded gasoline. Also, supply all generators in City Departments with diesel fuel.
- B. During emergency situations, where fuel supply is limited or unavailable in the retail market, fuel will be made available to City of Lake City employees at the request of the City Manager. This fuel will be for the purpose of ensuring City of Lake City employees can commute to and from work as needed during the emergency situation.
 - 1. The City Manager must request that fuel be made available to employees.
 - 2. Fuel will be counted towards Columbia County emergency allocation for the specific event.
 - 3. Employee will pay the retail market price for fuel, including all applicable taxes.

4. Fuel will not be included in any reports provided by vendor to City of Lake City for the purpose of accounting or reporting.
5. Employee must provide City of Lake City Identification Badge.
6. Employee is limited to 10 gallons per day.
7. Employee must dispense fuel into a single vehicle, no other containers or vehicles will be allowed.

3.20. Invoicing

- A. The vendor will supply the City with a breakdown by vehicle/unit number, by facility, and facility address in which fuel was purchased from, date purchased, invoice number, facility ID and total number of gallons purchase by each facility by type of fuel, (diesel and unleaded gasoline) on a weekly or bi-weekly basis . A weekly basis is preferred.
- B. Invoice needs to reflect breakdown of fuel purchase price fixed fee, and all required taxes and fees as required by the State of Florida, on total number of gallons per invoice. Vendor MUST submit sample copy of their invoice with the bid submittal.

3.21. Cancellation

The City of Lake City reserves the right to cancel any contract if in its opinion there is any failure to adequately perform the requirements of these specifications. Cancellation will be effective immediately upon written notification to the Contractor and such cancellation will relieve the City of Lake City from any obligation to purchase any item under such purchasing agreement.

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 sixty (60) calendar days after delivery of equipment.

4.27. Special Conditions

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

4.28. Payment

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

4.29. Or Equal

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

4.30. Experience/References

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

4.31. Change Orders

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

- 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

PETROLEUM PRODUCTS & DELIVERED DIESEL FUEL

Total Fuel Cost Inclusive of Tax

Line Item	Description	Unit of Measure	Total Cost Inclusive of Tax
1	Unleaded Regular E-10	Gallon	
2	Ultra Low Sulfur Diesel	Gallon	
3	Low Sulfur Dyed Diesel	Gallon	

CURRENT APPLICABLE TAX CALCULATIONS (GASOLINE)

Line Item	Description	Unit of Measure	Unit Cost	No Bid
4	State Taxes	Tax in \$		
5	County Taxes	Tax in \$		
6	State Pollution (FL EPA)	Tax in \$		
7	State Agriculture Inspection Fee	Tax in \$		
8	Federal Environmental Fee	Tax in \$		
9	Lust Tax	Tax in \$		

CURRENT APPLICABLE TAX CALCULATIONS (ULTRA LOW SULFUR DIESEL)

Line Item	Description	Unit of Measure	Unit Cost	No Bid
10	State Taxes	Tax in \$		
11	County Taxes	Tax in \$		
12	State Pollution (FL EPA)	Tax in \$		
13	State Agriculture Inspection Fee	Tax in \$		

Line Item	Description	Unit of Measure	Unit Cost	No Bid
14	Federal Environmental Fee	Tax in \$		
15	Lust Tax	Tax in \$		

CURRENT APPLICABLE TAX CALCULATIONS (LOW SULFUR DYED DIESEL-OFF ROAD)

Line Item	Description	Unit of Measure	Unit Cost	No Bid
16	State Taxes	Tax in \$		
17	County Taxes	Tax in \$		
18	State Pollution (FL EPA)	Tax in \$		
19	State Agriculture Inspection Fee	Tax in \$		
20	Federal Environmental Fee	Tax in \$		
21	Lust Tax	Tax in \$		

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 016-2023 described as Petroleum Products and Delivered Diesel Fuel- Annual Term 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:
016-2023, Petroleum Products and Delivered Diesel Fuel- Annual Term 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. E-Verify Affirmation Statement*

016-2023-Petroleum Products and Delivered Diesel Fuel- Annual Term 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

6.12. 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

6.13. 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

6.14. Federal Identification No. (FEID)*

Please provide your FEIN number here.

*Response required

6.15. Acknowledgments*

- A. This sworn statement is submitted with 016-2023.
- 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

6.16. 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))
- 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)
- 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)

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

6.17. [Required Documents](#)

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

6.18. [Describe Action Taken](#)

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



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

PROPOSAL DOCUMENT REPORT

ITB No. 016-2023

Petroleum Products and Delivered Diesel Fuel- Annual Term Contract

RESPONSE DEADLINE: October 4, 2023 at 2:00 pm

Report Generated: Wednesday, October 4, 2023

G W Hunter, Inc Proposal

CONTACT INFORMATION

Company:

G W Hunter, Inc

Email:

tlhunter@gwhunterinc.com

Contact:

Terry Hunter

Address:

1130 US Hwy 90 West
Lake City, FL 32055

Phone:

N/A

Website:

N/A

Submission Date:

Oct 2, 2023 2:57 PM

ADDENDA CONFIRMATION

Addendum #1
Confirmed Oct 2, 2023 2:45 PM by Terry Hunter

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: _____

Columbia County School
218 NW CR 25-A

PROPOSAL DOCUMENT REPORT

ITB No. 016-2023

Petroleum Products and Delivered Diesel Fuel- Annual Term Contract

Lake City, FL 32055

386-755-8061

Daniel Taylor

Daniel Taylor <taylord1@columbiak12.com>

June 1985

Dale's Excavation

6139 SW SR 47

Lake City, FL 32024

Dale Peeler

386-867-4923

June 1985

Columbia County Sheriff Department

4917 US Hwy 90 East

Lake City, FL 32055

Mark Hunter

June 1985

2. Title and Organization*

Pass

Please provide your title and organization's name.

Terry Hunter, Consulatant

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".

G. W. Hunter, Inc

1130 US Hwy 90 West

Lake City, FL

4. Principal Office*

Pass

Please provide the city and state for your Principal Office.

Same as above

5. Conflict of Interest Statement*

Pass

- A. The above named entity is submitting a Bid for the City of Lake City 016-2023 described as Petroleum Products and Delivered Diesel Fuel- Annual Term 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 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".

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:
016-2023, Petroleum Products and Delivered Diesel Fuel- Annual Term 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. E-Verify Affirmation Statement*

Pass

016-2023-Petroleum Products and Delivered Diesel Fuel- Annual Term 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

12. 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

13. 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

14. Federal Identification No. (FEID)*

Pass

Please provide your FEIN number here.

59-1615975

15. Acknowledgments*

Pass

- A. This sworn statement is submitted with 016-2023.
- 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

16. 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.

17. Required Documents

Pass

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

2021_GW_Hunter_Inc_W9.pdf

18. 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

PRICE TABLES

PETROLEUM PRODUCTS & DELIVERED DIESEL FUEL

Total Fuel Cost Inclusive of Tax

Line Item	Description	Unit of Measure	Total Cost Inclusive of Tax
1	Unleaded Regular E-10	Gallon	\$3.0866
2	Ultra Low Sulfur Diesel	Gallon	\$3.7002
3	Low Sulfur Dyed Diesel	Gallon	\$3.407

CURRENT APPLICABLE TAX CALCULATIONS (GASOLINE)

Line Item	Description	Unit of Measure	Unit Cost	No Bid
4	State Taxes	Tax in \$	\$0.2032	
5	County Taxes	Tax in \$	\$0.159	
6	State Pollution (FL EPA)	Tax in \$	\$0.0207	
7	State Agriculture Inspection Fee	Tax in \$	\$0.0019	

PROPOSAL DOCUMENT REPORT
 ITB No. 016-2023
 Petroleum Products and Delivered Diesel Fuel- Annual Term Contract

Line Item	Description	Unit of Measure	Unit Cost	No Bid
8	Federal Environmental Fee	Tax in \$	\$0.0039	
9	Lust Tax	Tax in \$	\$0.001	

CURRENT APPLICABLE TAX CALCULATIONS (ULTRA LOW SULFUR DIESEL)

Line Item	Description	Unit of Measure	Unit Cost	No Bid
10	State Taxes	Tax in \$	\$0.202	
11	County Taxes	Tax in \$	\$0.159	
12	State Pollution (FL EPA)	Tax in \$	\$0.0207	
13	State Agriculture Inspection Fee	Tax in \$	\$0.0021	
14	Federal Environmental Fee	Tax in \$	\$0.0039	
15	Lust Tax	Tax in \$	\$0.001	

CURRENT APPLICABLE TAX CALCULATIONS (LOW SULFUR DYED DIESEL-OFF ROAD)

Line Item	Description	Unit of Measure	Unit Cost	No Bid
16	State Taxes	Tax in \$	\$0.00	
17	County Taxes	Tax in \$	\$0.00	
18	State Pollution (FL EPA)	Tax in \$	\$0.0207	
19	State Agriculture Inspection Fee	Tax in \$	\$0.0021	

PROPOSAL DOCUMENT REPORT
ITB No. 016-2023
Petroleum Products and Delivered Diesel Fuel- Annual Term Contract

Line Item	Description	Unit of Measure	Unit Cost	No Bid
20	Federal Environmental Fee	Tax in \$	\$39.00 00.39	
21	Lust Tax	Tax in \$	\$0.001	



Description	Mark-Up	Taxes	Total Mark-Up & Taxes
Unleaded Regular E-10	0.08	0.3897	0.4697
Ultra Low Sulfur Diesel	0.08	0.3887	0.4687
Low Sulfur Dyed Diesel	0.145	0.0277	0.1727
Current Applicable Taxes	Gasoline	Undyed L/S Diesel	Dyed H/S Diesel
State Taxes	0.2032	0.202	0
County Taxes	0.159	0.159	0
State Pollution (FL EPA)	0.0207	0.0207	0.0207
State Agriculture	0.0019	0.0021	0.0021
Federal Environmental Fee	0.0039	0.0039	0.0039
Lust Tax	0.001	0.001	0.001
TOTAL TAXES:	0.3897	0.3887	0.0277

File Attachments for Item:

4. Approval to award Bid No. ITB-018-2023 Demolition Services to Cross Environmental, Inc., the sole bidder, for demolition of structures within the City. This is a budgeted item for the Growth Management Department.

MEETING DATE

CITY OF LAKE CITY

Report to Council

COUNCIL AGENDA	
SECTION	
ITEM NO.	

SUBJECT: Demolition Services

DEPT / OFFICE: Procurement / Growth Management

Originator: Brenda Karr		
City Manager Paul Dyal	Department Director David Young	Date 10/18/2023
Recommended Action: Request approval to accept sole bidder from ITB-018-2023 with Cross Environmental, Inc for Demolition Services. (Consent Agenda)		
Summary Explanation & Background: This is considered a budgeted line item for Growth Management. ITB was posted on 9/20/23 -10/18/2023. Cross Environmental, Inc was the sole bidder to submit a proposal. This will be for demolition of structures within the City.		
Alternatives: Not accept bid.		
Source of Funds: Budgeted in: 001.55.524-030.34		
Financial Impact:		
Exhibits Attached: ITB-018-2023 Solicitation, Bid Tabulation		

INVITATION TO BID
018-2023
DEMOLITION SERVICES

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

RELEASE DATE: September 20, 2023

DEADLINE FOR QUESTIONS: October 4, 2023

RESPONSE DEADLINE: October 18, 2023, 2:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

<https://secure.procurenow.com/portal/lcfla>

City of Lake City
INVITATION TO BID
Demolition Services

I. Introduction.....

II. Instruction To Bidders.....

III. Scope of Work and Related Requirements.....

IV. Terms and Conditions

V. Pricing Proposal

VI. Vendor Questionnaire.....

1. Introduction

1.1. Summary

The City of Lake City periodically requires the complete demolition of buildings and sites within the City and this work is outside the current capabilities of City personnel to perform. Therefore, a Contractor is needed to provide demolition and other related services listed here in. These services include and incorporate the demolition and disposal of the main structure and accessory structures, removal of footings, slabs, asphalt, concrete pavement or brick paver driveways, walkways, or slabs including the lime rock base, fences, and other undesirable objects. Installation of ground cover on the after the demolition may also be required. Services may also include removal of asbestos and hazardous waste as required.

It is the intent of the City to enter an annual term contract with a minimum of three (3) qualified Contractors, however, if less than three (3) Contractors are willing to perform the work for an average amount of the responsive, responsible bidders, the City may end up with less.

1.2. Background

The City has solicited individual Demolition Services from several Contractors in the past. This new rotating Work Order list is proposed to keep the work distributed to all authorized Contractors who are willing to perform the work for a set unit price amount. The proposed rotating Work Order list is also intended as a way to expedite the process of actual demolition services.

1.3. Contact Information

Brenda Karr

Procurement Analyst
205 North Marion Avenue
Lake City, FL 32055
Email: karrb@lcfla.com
Phone: [\(386\) 758-5407](tel:(386)758-5407)

Department:

Growth Management

1.4. Timeline

Release Project Date	September 20, 2023
Question Submission Deadline	October 4, 2023, 12:00am
Question Response Deadline	October 11, 2023, 4:00pm

Invitation to Bid #018-2023

Title: Demolition Services

Proposal Submission Deadline	October 18, 2023, 2:00pm
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2. Instruction To Bidders

2.1. [Overview](#)

The City of Lake City is accepting bids for Demolitions Services.

Bidders shall create a FREE account with ProcureNow by signing up at <https://secure.procurenw.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, ProcureNow, no later than Wednesday, October 18, 2023 at 2:00 pm. Late proposals shall not be accepted.

Bids must be submitted via the [City's e-Procurement Portal, ProcureNow](#) 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 ProcureNow Question/Answer Tab via the [City's e-Procurement portal](#), on or before, Wednesday, October 11, 2023 by 12:00 am. All questions submitted and answers provided shall be electronically distributed via email to bidders following this solicitation on the City's e-Procurement Portal.

2.5. [Addenda](#)

Addenda notifications will be emailed to all persons on record as following this ITB.

3. Scope of Work and Related Requirements

3.1. General Scope of Work

The City of Lake City, Florida is seeking bids from qualified bidders, hereinafter referred to as the Contractor, to provide demolition services for the City's Growth Management Department, in accordance with the terms, conditions, and specifications contained in this Invitation to Bid (ITB). The awarded Contractors shall furnish all labor, materials, and equipment necessary to complete all work specified by the City.

3.2. Information or Clarification

For information concerning technical specifications please utilize the question/answer feature provided by OpenGov. Questions of a material nature must be received prior to the cut-off date specified in the solicitation. Material changes, if any, to the scope of services or bidding procedures will only be transmitted by written addendum. (see addendum section of OpenGov site). Contractors please note: No part of your bid can be submitted via FAX. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a bid will be considered evidence that the Contractor has familiarized themselves with the nature and extent of the work, and the equipment, materials, and labor required. The entire bid response must be submitted in accordance with all specifications contained in this solicitation. The questions and answers submitted in OpenGov shall become part of any contract that is created from this ITB.

It is the sole responsibility of the Contractor to ensure that their bid is submitted electronically through OpenGov at No paper bids will be accepted. There are no fees or charges for vendors/contractors to register and participate in the solicitation process, nor will any fees be charged to the awarded contractor(s).

3.3. Eligibility

To be eligible for award of a contract in response to this solicitation, the Contractor must demonstrate that they have successfully completed services, as specified in the Technical Specifications/Scope of Services section of this solicitation are normally and routinely engaged in performing such services, and are properly and legally licensed to perform such work. In addition, the Contractor must have no conflict of interest with regard to any other work performed by the Contractor for the City of Lake City.

To be eligible for award of a contract in response to this solicitation, the Contractor must possess at time of bid submittal a State of Florida Certified General Contractor License.

3.4. Pricing/Delivery

Contractor must quote firm, fixed prices for all services stated in the ITB, which includes any travel associated with coming to the City of Lake City. Failure to provide costs as requested in this ITB may deem your bid non-responsive.

3.5. Bid Documents

The Contractor shall examine this bid carefully. Ignorance of the requirements will not relieve the Contractor from Liability and obligation under the contract.

3.6. Method of Award

Award may be in the aggregate, or by line item, or by group, whichever is determined to be in the best interest of the City. Award will be made to the responsive and responsible bidder quoting the lowest price, for that product/service that will best serve the needs of the City.

The City also reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City.

3.7. Price Validity

Prices provided in this Invitation to Bid (ITB) are valid for 120 days from time of ITB opening. The City shall award contract within this time period or shall request to the recommended awarded vendor(s) an extension to hold pricing, until products/services have been awarded.

3.8. News Releases/Publicity

News Releases, publicity releases, or advertisements relating to this contract or the tasks or projects associated with the project shall not be made without prior City approval.

3.9. Contractors' cost

The City shall not be liable for any costs incurred by proposers in responding to this solicitation.

3.10. Rules and Submittals of Bids

The signer of the bid must declare that the only person(s), company or parties interested in the proposal as principals are named therein; that the bid is made without collusion with any other person(s), company or parties submitting a bid; that it is in all respects fair and in good faith, without collusion or fraud; and that the signer of the bid has full authority to bind the principal bidder.

3.11. Warranties of Usage

Any estimated quantities listed are for information and tabulation purposes only. No warranty or guarantee of quantities needed is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.

3.12. Contract Period

The initial contract term shall commence upon date of the Notice of Award issued by the City along with the contract for the services. The contract will be issued for 2 year from that date. The City reserves the right to extend the contract for two additional one year terms, providing all terms, conditions and specifications remain the same and both parties agree to the extension clause invoked by the City.

In the event services are scheduled to end because of the expiration of this contract, the Contractor shall continue the service upon the request of the City as authorized by the City Council. The extension period shall not extend for more than 120 days beyond the expiration date of the existing contract. The Contractor shall be compensated for the service at the rate in effect when this extension clause is invoked by the City.

3.13. Cost Adjustment

Prices quoted shall be firm for the initial contract term of two years. No cost increases shall be accepted in the initial contract term. Please consider this when providing your pricing for this bid.

Thereafter, any extensions which may be approved by the City shall be subject to the following: Costs for any extension terms shall be subject to an adjustment only if increases or decreases in the industry. Such adjustment shall be based on the latest yearly percentage increase in the All Urban Consumers Price Index (CPI-U) as published by the Bureau of Labor Statistics, U.S Department of Labor, and shall not exceed five percent (5%).

The yearly increase or decrease in the CPI shall be that latest index published and available for the calendar year ending 12/31, prior to the end of the contract term that is in effect, as compared to the index for the comparable month, one-year prior.

Any requested adjustment shall be fully documented and submitted to the City at least 90 days prior to the contract anniversary date. Any approved cost adjustments shall become effective on the beginning date of the approved contract extension.

The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, or considered to be excessive, or if decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the contract will be considered cancelled on the scheduled expiration date.

3.14. Service Test Period

If the contractor has not previously performed the services to the City, the City reserves the right to require a test period to determine if the Contractor can perform in accordance with the requirements of the contract, and to the City's satisfaction. Such test period can be from thirty (30) to ninety (90) days, and will be conducted under all specifications, terms and conditions contained in the contract. This trial period will then become part of the initial contract period.

A performance evaluation will be conducted prior to the end of the test period and that evaluation will be the basis for the City's decision to continue with the Contractor or to select another Contractor (if applicable).

3.15. Contractor Performance Reviews and Ratings

The City Contract Manager may develop a contractor performance evaluation report. This report shall be used to periodically review and rate the Contractor's performance under the contract with performance ratings as follows:

Excellent Far exceeds requirements

Good Exceeds requirements

Fair Just meets requirements

Poor Does not meet all requirements and contractor is subject to penalty provisions under this contract.

Non-Compliance Either continued poor performance after notice or a performance level that does not meet a significant portion of the requirements.

This rating makes the Contractor subject to the default or cancellation for cause provisions of the contract.

The report shall also list all discrepancies found during the review period. The Contractor shall be provided with a copy of the report, and may respond in writing if he takes exception to the report or wishes to comment on the report. Contractor performance reviews and subsequent reports will be used in determining the suitability of the contract extension.

3.16. Invoice/Payments

The City will accept invoices no more frequently than once per month. Each invoice shall full detail the related costs and shall specify the status of the particular task or project as of the date of the invoice with regard to the accepted schedule for that task or project. Payment will be made with in 45 days after receipt of an invoice acceptable to the City, in accordance with the Florida Local Government Prompt Payment Act. If, at any time during the contract, the City shall not approve or accept the Contractor's work product, and agreement cannot be reached between the City and the Contractor's to resolve the problem to the City's satisfaction, the City shall negotiate with the Contractor on a payment for the work completed and usable to the City.

3.17. Related Expenses/Travel Expenses

All costs including travel are to be included in your proposal. The City will not accept any additional costs.

3.18. Non Exclusive Contract/Additional Services

While this contract is for services provided to the department referenced in this Invitation to Bid, the City may require similar work for other City departments. Contractor agrees to take on such work unless such work would not be considered reasonable or become an undue burden to the Contractor.

Contractor agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services from another vendor at the City's sole option.

The City may require additional items or services or a similar nature, but not specifically listed in the contract. The Contractor agrees to provide such items or services, and shall provide the City prices on such additional items or services. If the price(s) offered are not acceptable to the City , and the situation cannot be resolved to the satisfaction of the City, the City reserves the right to procure those items or services from other vendors, or to cancel the contract upon giving the Contractor 30 days written notice.

3.19. Insurance

The Contractor shall furnish proof of insurance requirements as indicated below. The coverage is to remain in force at all times during the contract period. The following minimum insurance coverage is required. The City is to be added as an "additional insured" with relation to General Liability insurance. This MUST be written in the description section of the insurance certificate, even if you have a check-off box on your insurance certificate. Any costs for adding the City as "additional insured will be at the contractor's expense.

The City of Lake City shall be given notice ten days prior to cancellation or modification of any stipulated insurance. The insurance provided shall be endorsed or amended to comply with this notice requirement. In the event that the insurer is unable to accommodate, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested and addressed to the Procurement Department.

The Contractor's insurance must be provided by an A.M Best's "A-" rated or better insurance company authorized to issue insurance policies in the State of Florida, subject to approval by the City's Growth Management Department. Any exclusions or provisions in the insurance maintained by the contractor that precludes coverage for work contemplated in this ITB shall be deemed unacceptable, and shall be considered breach of contract.

Worker's Compensation and Employers' Liability Insurance

Limits: Workers' Compensation - Per Florida Statute 440

Employers' Liability - \$500,000

Any firm performing work on behalf of the City of Lake City must provide Workers' Compensation Insurance. Exceptions and exemptions can only be made if they are in accordance with Florida Statute.

Commercial General Liability Insurance

Covering premises-operations, products-completed operations, independent contractors and contractual liability.

Limits: Combined single limit bodily injury/property damage \$1,000,000.

This coverage must include, but not limited to:

- A. Coverage for the liability assumed by the contractor under the indemnity provision of the contract
- B. Coverage for Premises/Operations
- C. Products/Completed Operations
- D. Broad Form Contractual Liability
- E. Independent Contractors

Automobile Liability Insurance

Covering all owned, hired and non-owned automobile equipment.

Limits: Bodily Injury \$300, 000 each person

\$500,00 each occurrence

Property damage \$100,000 each occurrence

Pollution and Accidental Spill Insurance - Limit \$1,000,000

A copy of current Certificate of Insurance should be included with your proposal.

In the event that you are the successful bidder, you will be required to provide a certificate naming the City as "additional insured" for General Liability.

Certificate holder should be addressed as follows:

City of Lake City

Procurement Dept. 2nd Floor

205 N. Marion Ave.

Lake City, FL 32055

3.20. Sub-Contractors

If the Contractor proposes to use subcontractors in the course of providing these services to the City, this information shall be a part of the bid response. Such information shall be subject to review, acceptance and approval of the City, prior to any contract award. The City reserves the right to approve or disapprove of any contractor candidate in its best interest and to require Contractor to replace subcontractor with one that meets the City's approval.

Contractor shall ensure that all of Contractor's subcontractors perform in accordance with the terms and conditions of this Contract. Contractor shall be fully responsible for all of Contractor's performance, and liable for any of Contractor's subcontractors' non-performance and all of Contractor's subcontractors' acts and omissions. Contractor shall defend, at Contractor's expense, counsel being subject to the City's approval or disapproval, and indemnify and hold harmless the City and the City's officers, employees, and agents from and against any claim, lawsuit, third-party action, or judgement, including any award of attorney fees and any award of costs, by or in favor of any Contractor's subcontractors for payment for work performed for the City.

3.21. Insurance - Sub-Contractors

Contractor shall require all of its sub-contractors to provide the aforementioned coverage as well as any other coverage that the contractor may consider necessary, and any deficiency in the coverage or policy limits of said sub-contractors will be sole responsibility of the contractor.

3.22. Uncontrollable Circumstances (Force Majeure")

The City and Contractor will be excused from the performance of their respective obligations under this agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act of omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

- A. The non performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;
- B. The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;
- C. No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and
- D. The non performing party uses its best efforts to remedy its inability to perform.

Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

3.23. Code and Standards

All work must be performed according to local and State building codes and standards.

3.24. 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.

3.25. [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.

3.26. [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.

3.27. [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.

3.28. [Permits](#)

The Contractor will obtain, at his own expense, all necessary permits required for this type of work by the City of Lake City from the Growth Management Building Permits Department, 205 N. Marion Ave. Lake City, FL 32055.

3.29. [Ownership of Salvaged Materials](#)

All salvageable materials and items that can reasonably be considered to have been a physical part of the structure or the site, or used in its construction, shall become the property of the Contractor. This

shall include the value of all scrap materials developed during the demolition process and any such materials found on the property.

Items of personal property having significant exchange value such as precious gems, currency, etc., as determined by the City, **are not considered salvageable**. Such items will be protected from damage or loss when and if encountered during the progress of work and shall be turned over immediately to the City.

3.30. Pricing Structure

To determine the contracted rate for the demolition of a specific structure, the Contractor and a City representative shall meet at the subject site. They shall calculate the total square footage of the building(s) under consideration for demolition. This will be obtained by measuring the outside dimensions of the outside walls of the structure, excluding the roof overhang. If the structure consists of more than one story, the area of each additional story will be obtained in this same manner. Utilizing the total square footage agreed upon by both parties and multiplying it by the contracted unit price for each item of work shall determine the total square foot demolition cost for a specific location.

The total square footage figure and all additional fees to be charged for the demolition pursuant to this contract shall be reviewed and agreed upon by both the Contractor and the City representative **before** any work commences.

3.31. Estimated Quantities of Work

The City does not have an estimate of work that will be needed each year of the contract. It will be the amount that has been budgeted for each year. It will be up to the City to decide which properties are the most urgent to be completed.

- A. CBS Structures: Provide a rate per square foot to furnish all material, labor, and equipment to demolish and dispose of designated CBS structures. This rate is to include all costs for use of WET demolition. The quoted rate will include the removal of the debris generated from demolishing the structure.
- B. Wood Frame Structures: Provide a rate per square foot to furnish all material, labor, and equipment to demolish and dispose of designated wood frame structures. This rate is to include all costs for use of WET demolition. The quoted rate will include the removal of the debris generated from demolishing the structure.
- C. Pump Out, Disposal of Septic Tanks: Provide a flat rate per structure to pump-out, remove and dispose of a septic tank and to backfill the excavated area with fill. This rate is to include all costs should an outside Contractor be required. The quoted rate will include the removal of the debris generated from demolishing the tank.
- D. Pump Out, Disposal of Grease Traps: Provide a flat rate per structure to pump-out, remove and dispose of a grease trap and to backfill the excavated area with fill. This rate is to include all costs should an outside Contractor be required. The quoted rate will include the removal of the debris generated from demolishing the trap.

- E. Rat Free Certification: Provide a flat rate per structure to provide a certification letter from an extermination or pest control company that the premises being serviced are free of rodents.
- F. Removal of Miscellaneous Structures: Provide a flat rate for the removal and disposal of small, accessory type structures, such as carports, sheds, etc., that may be found on the site. The quoted rate will include the removal of the debris generated from demolishing the structure.
- G. Asphalt Slabs: Provide a rate per square foot for the removal and disposal of any asphalt pavement. The quoted rate will include the removal of the debris generated from demolishing all driveways, walkways, paths and or parking lots.
- H. Concrete Slabs and Brick Pavers: Provide a rate per square foot for the removal and disposal of any concrete slab or pavers on grade; examples of such are, concrete driveways, walkways, stoops, patios, and any other stand-alone slabs. The quoted rate will include the removal of the debris generated from demolishing these slabs.
- I. Removal of Paved Surfaces Sub-Grade Base Material: Provide a rate per cubic yard for the removal and disposal of paved sub-grade base material to a level of 1' below all paved surfaces.
- J. Removal of Fencing: Provide a rate per linear foot for the removal and disposal of fencing. Fencing shall include all materials associated with the following types; wood, aluminum, vinyl and PVC from 4 feet to 8 feet in height.
- K. HVAC Refrigerant Recovery: Provide a flat rate per pound per ton (assuming 1 pound per ton) to recover, remove or recycle all refrigerants and provide all documentation required by any permitting agencies.
- L. Concrete Walls: Provide a rate to furnish all material, labor, and equipment to demolish and dispose of designated concrete walls including footer if applicable. This rate is to include all costs for use of WET demolition.
- M. Removal and Disposal of Hazardous Waste: Provide a rate per cubic yard to remove and properly dispose of all hazardous waste found on the job site.
- N. Docks: Provide a rate to furnish all material, labor, and equipment to demolish and dispose of designated wood docks.
- O. Dock Pilings: Provide a rate to furnish all material, labor, and equipment to demolish and dispose of designated dock pilings.
- P. Swimming Pools / Spas: Provide a rate to furnish all material, labor, and equipment to demolish and dispose of designated swimming pool / spa structures.
- Q. Clean Fill: Provide a rate to furnish all material, labor, and equipment to provide clean fill where necessary to backfill the swimming pool / spa to the existing grade.

3.32. Asbestos Removal

In the event that asbestos-related materials need to be removed from a structure of site, Proposers will quote a price per each item listed below.

- A. Removal of Asbestos Related to Floor Tiles as Asbestos Containing Material (ACM): Proposer will provide per square foot rate for certified and trained personnel and asbestos workers, furnish all required or necessary equipment and supplies, and provide insurance and transportation for all workers and material as an all-inclusive rate. For tabulation purposes, an estimate of 400 square feet will be used.
- B. Removal of Floor Tile and Mastic as ACM: Proposer will provide a per square foot rate for certified and trained personnel and asbestos workers, furnish all required or necessary equipment and supplies, and provide insurance and transportation for all workers and material as an all-inclusive rate. For tabulation purposes, an estimate of 400 square feet will be used.
- C. Removal of Vinyl as ACM: Proposer will provide a per square foot rate for certified and trained personnel and asbestos workers, furnish all required or necessary equipment and supplies, and provide insurance and transportation for all workers and material as an all-inclusive rate. For tabulation purposes, an estimate of 400 square feet will be used.
- D. Removal of Carpet as ACM: Proposer will provide a per square foot rate for certified and trained personnel and asbestos workers, furnish all required or necessary equipment and supplies, and provide insurance and transportation for all workers and material as an all-inclusive rate. For tabulation purposes, an estimate of 400 square feet will be used.
- E. Removal of Roofing Material as ACM: Proposer will provide a per square foot rate for certified and trained personnel and asbestos workers, furnish all required or necessary equipment and supplies, and provide insurance and transportation for all workers and material as an all-inclusive rate. For tabulation purposes, an estimate of 400 square feet will be used.
- F. Removal of Surfacing Material as ACM: Proposer will provide a per square foot rate for certified and trained personnel and asbestos workers, furnish all required or necessary equipment and supplies, and provide insurance and transportation for all workers and material as an all-inclusive rate. Materials applied by spray or trowels are classified as surfacing materials. Examples would be, fireproofing, textured ceilings or acoustic plaster ceilings. For tabulation purposes, an estimate of 400 square feet will be used.
- G. Removal of Ceiling Tile as ACM: Proposer will provide a per square foot rate for certified and trained personnel and asbestos workers, furnish all required or necessary equipment and supplies, and provide insurance and transportation for all workers and material as an all-inclusive rate. For tabulation purposes, an estimate of 400 square feet will be used.
- H. Cementitious Composite as ACM: Proposer will provide a per square foot rate for certified and trained personnel and asbestos workers, furnish all required or necessary equipment and

supplies, and provide insurance and transportation for all workers and material as an all-inclusive rate. Examples include roof drain piping; water piping, sanitary sewer piping, HVAC ducts and transit panels. For tabulation purposes, an estimate of 400 square feet will be used.

- I. Thermal System Insulation Material (TSI) as ACM: Proposer will provide a per square foot rate for certified and trained personnel and asbestos workers, furnish all required or necessary equipment and supplies, and provide insurance and transportation for all workers and material as an all-inclusive rate. Examples of such would be, insulation materials that contain asbestos that are generally found in boiler rooms and chillers rooms and in pipe chases in walls. This includes ACM adhesives. For tabulation purposes, an estimate of 400 square feet will be used.

3.33. Tipping Fees

The Contractor is responsible for the payment of all tipping fees for the disposal of any debris generated under this contract. Proposer shall structure their bid prices accordingly.

3.34. Assignment of Work

All work assigned by the City of Lake City, shall be initiated through the use of a written work order. A work order may be for one or more structures at the same or different locations.

This Work Order notification form will be given to the Contractor detailing the date, time, address, and legal description of the property or properties at which the structures are to be demolished. This Work Order and permit shall be the authorization to commence work.

The Contractor shall commence the demolition within ten (10) calendar days of receipt of Work Order. The exception shall be for any project declared by the City of Lake City as an EMERGENCY SITUATION. When this condition is declared, the Contractor shall commence the demolition work within either 24 hours or three (3) calendar days of receipt of this notification.

During the course of the initial site inspection between the Contractor and City personnel, the project completion time shall also be discussed and shall be agreed upon by both parties and shall be specified in the Work Order. This completion time shall NOT be modified unless unfavorable weather or other allowable but unforeseeable conditions occur. The completion time for any single project, containing single or multiple structures shall not exceed seven (7) working days.

Should the structure(s) designated for demolition be situated on a septic tank and/or active gas service is present, this seven- (7) day completion term will not commence until after the pump-out and removal of the septic tank and/or disconnection of the gas source.

3.35. Damage to Public and or Private Property

Extreme care shall be taken to safeguard all existing facilities to include but not limited to all nearby or adjoining properties, site amenities, sidewalks, sprinkler systems, trees, shrubs, windows, and all vehicles on or around the job site. Damage to public and/or private property shall be the responsibility of the Contractor and shall be replaced or repaired by the Contractor at no additional cost to the City. If

the Contractor has not repaired or replaced damaged property within 24 hours' notice by the City, the City reserves the right to correct the situation and deduct all charges from the Contractor's invoice.

It is the Contractor's responsibility to ensure that his equipment is free from any fluid leaks while located in any serviced areas. The City, under reasonable suspicion of any such leaking equipment, can require that such equipment be immediately removed from the premises and/or replaced before it can resume operation in any serviced areas.

3.36. Liquidated Damages

Failure of the Contractor to perform as described, or not complete all activities as required and as provided herein, may be just cause for the assessment of damages, as described below, and such damages shall be considered as liquidated damages.

If the Contractor delays in either starting or finishing the project at the agreed upon time the actual damages to the City for any delay or shut down will be difficult or impossible to determine. Therefore, in lieu of actual damages, the Contractor may be subject to a reduction from the next monthly invoice of \$250 per day as fixed, agreed, and liquidated damages. Such deductions will continue until said service is properly performed or the contract is cancelled.

These charges are intended to act as an incentive for the Contractor to perform in full compliance with the specifications. Acknowledgment and agreement is given by both parties that the amount herein above set is not intended to be, nor shall be deemed to be, in the nature of a penalty.

3.37. Part II - Technical Specifications/Scope of Services - Objective

The City of Lake City periodically requires the complete demolition of buildings and sites within the City and this work is outside the current capabilities of City personnel to perform. Therefore, a Contractor is needed to provide demolition, disposal and other related services. These services include and incorporate the demolition and disposal of the main structure and accessory structures, removal of footings, slabs, asphalt, concrete pavement or brick paver driveways, walkways, or slabs including the lime rock base, fences, debris and other undesirable objects. Installation ground cover on the lot after the demolition may also be required. Services may also include removal of asbestos and hazardous waste as required.

The successful contractor(s) shall provide all materials, permits, equipment and labor as required for the demolition of the designated site, and disposal of debris generated during the course of providing contracted services.

3.38. Scope of Services

The following is a list of general specifications that when incorporated with the other specified conditions, comprise the requirements and scope of services of this contract.

- A. No work at any designated site shall begin until the contractor receives a "Notice to Proceed" from the City.

- B. The Contractor will insure that the premises being serviced are free of rodents, prior to beginning the demolition. This work may be accomplished by an extermination or pest control company, who shall provide a certification letter attesting that the site is free of rodents.
- C. The Contractor shall provide sufficient manpower so as to perform work safely and expeditiously with all equipment plainly marked with the company name.
- D. All equipment shall comply with and be used in accordance with all pertinent safety regulations including ladders, hoists, planks, and similar items. Do not proceed with installation until any unsatisfactory conditions are corrected. Comply with manufacturer's warranty and guaranty instructions for installation. Make all adjustments for alignment and operation. Clean all surfaces and remove excess sealant and lubricants.
- E. The contractor will provide a qualified foreman who will be present on the site at all times, and as a fully authorized agent of the Contractor, the foreman must be capable of making on-site decisions. the foreman shall be well versed in the reading and understanding plans and the technical aspects of the project.
- F. All work shall be performed in accordance with City ordinances and the hours allowed for Construction. Exceptions to this schedule can only be made with the prior approval of the City.
- G. The Contractor may be responsible for the removal and disposal of some types of asbestos containing materials from structures, businesses, and residences if the need should arise. The Contractor must, therefore be prepared to provide certified and trained supervisory personnel and asbestos workers, furnish all required or necessary equipment and supplies, and provide insurance and transportation as required if the need arises.
- H. It shall be the responsibility of the Contractor to remove from the job site and properly dispose of all residues at the end of each and every workday. Materials and equipment left on site overnight shall be well marked and identified as to insure public safety. No materials or equipment are to be left on site over a weekend, unless arrangements have been made with, and prior approval obtained from, applicable City personnel. The contractor, is fully responsible for its security of all materials or equipment due to theft, vandalism, etc., shall be the total responsibility of the Contractor.
- I. the Contractor will contact all required utility companies to disconnect their facilities and or services from the structures to be demolished, as well as secure any required documentation to be submitted to the City at the time of permit submittal.
- J. The Contractor will obtain any and all permits and licenses that are lawfully required to perform work as detailed within.
- K. The City will be responsible for the disconnection and capping of all sanitary sewer lines connected to the street main sewer lines.

- L. The Contractor will pump out septic tanks and/or grease traps until empty, remove and dispose of tank scraps and fill void with clean fill.
- M. The Contractor will notify the City of the presence of any asbestos or other hazardous type materials found in structures scheduled for demolition, in compliance with Federal, State and Local laws and codes.
- N. The Contractor will coordinate his work with other Contractors or City departments performing work at the site or adjacent areas.
- O. The Contractor will protect and preserve all trees on the property except those designated by the City's contract manager for removal. When removal is necessary, the Contractor shall provide fill and bring the excavated site to a fine level grade even with the surrounding area. The Contractor will bring the site to a smooth, fine level grade which is even with the surrounding areas and properties. The property will be left in a neat clean condition.
- P. The Contractor will remove and dispose of all excess material, debris and trash developed during the course of providing the contracted services. No material may be burned or buried on site.
- Q. The Contractor will remove all tools and equipment immediately after the completion of the work.

4. Terms and Conditions

4.1. Licenses/Qualifications

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.

4.2. 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.

4.3. 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.

4.4. 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 \$250.00 per day for all work awarded under the contract until the work has been satisfactorily completed and accepted by the City.

4.5. Schedule

- A. Upon receipt of all required documents a Notice to Proceed will be issued.
- B. The successful Contractor must complete all work within shall not exceed seven (7) working days or as agreed upon by City and Contractor.
- C. In the event the contractor can not perform the work within seven (7) days of the request, the City will assign the work to the next contractor in line of the rotation.

4.6. 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.

4.7. Contract/Award

- A. The successful Contractor will execute the contract within ten (10) calendar days following issuance of Notice of Award. Upon receipt of required documents, a Notice to Proceed will be issued.
- B. Award shall be made to the lowest responsive responsible bidder(s).
- C. The City has the right to award to three (3) contractors, which will be put on a rotation for any work, on an as needed basis.

4.8. 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.

4.9. 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.

4.10. [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.

4.11. [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 three (3) 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.

4.12. [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.

4.13. [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.

4.14. [Public Entity Crime](#)

Public Entity Crimes – Section 287.133 (3) (n) of the Florida Statutes requires that a vendor/contractor submit a sworn statement concerning Public Entity crimes. Bidders are required to submit the enclosed form with their bid, failure to do so may be reason for rejection of bid.

4.15. [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>.

4.16. 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.

4.17. [Payment And Performance Bonds](#)

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

4.18. [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

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
15A	Provide a Rate per square foot to furnish all material, labor, and equipment to demolish and dispose of designated CBS Structures. This rate is to include all costs for use of WET demolition. The quoted rate will include the removal of the debris generated from demolishing the structure.	1	per square foot		
15B	Wood Frame Structures: Provide rate per square foot to furnish all material, labor and equipment to demolish and dispose of designated wood frame structures. This rate is to include all costs for use of WET demolition. The quoted rate will include the removal of the debris generated from demolishing the structure.	1	per square foot		
15C	Pump Out Disposal of Septic Tanks: Provide a flat rate per structure to pump-out, remove and dispose of a septic tank and to backfill the excavated area with fill. This rate must include all costs should an outside Contractor be required. The quoted rate will include the removal of the debris generated from demolishing the tank.	1	each		
15D	Pump Out, Disposal of Grease Traps: Provide flat rate per structure to pump-out , remove and dispose of a grease trap and to backfill the excavated area with fill. This rate must include all costs should and outside Contractor be required and the removal of the debris generated from demolishing the trap	1	each		

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
15E	Rat Free Certification: Provide a flat rate per structure to provide a certification letter from and extermination or pest control company that the premises being serviced are free of any rodents.	1	each		
15F	Removal of Miscellaneous Structures: Provide a flat rate for the removal and disposal of small, accessory type structures, such as carports, sheds, etc., that may be found on the site. The quoted rate will include the removal of the debris generated from demolishing the structure.	1	per square foot		
15G	Asphalt Slabs: Provide a rate per square foot for the removal and disposal of any asphalt pavement. The quoted rate will include the removal of the debris generated from demolishing all driveways, walkways, paths and or parking lots.	1	per square foot		
15H	Concrete Slabs and Brick Pavers: Provide a rate per square foot for the removal and disposal of any concrete slab or pavers on grade; examples of such are, concrete driveways, walkways, stoops, patios, and any other stand-alone slabs. The quoted rate will include the removal of the debris generated from demolishing these slabs.	1	per square foot		
15I	Removal of Paved Surfaces Sub-Grade Base Material: Provide a rate per Cubic yard for the removal and disposal of paved sub-grade base material to a level of 1' below all paved surfaces.	1	per cubic yard		

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
15J	Removal of Fencing: Provide a rate per linear foot for the removal and disposal of fencing. Fencing shall include all materials associated with the following types; wood aluminum, vinyl and PVC from 4 feet to 8 feet high.	1	per linear foot		
15K	HVAC Refrigerant Recovery: Provide a flat rate per pound per ton (assuming 1 pound per ton) to recover, remove or recycle all refrigerants and provide all documentation required by any permitting agencies.	1	per pound		
15L	Concrete Walls: Provide a Flat Rate to furnish all material, labor, and equipment to demolish and dispose of designated concrete walls including footer if applicable. This rate is to include all costs for use of WET demolition.	1	per linear foot		
15M	Removal and Disposal of Hazardous Waste : Provide a rate per cubic yard to remove and properly dispose of all hazardous waste found on the job site.	1	per linear foot		
15N	Docks: Provide a rate to furnish all material, labor, and equipment to demolish and dispose of designated wood dock.	1	per linear foot		
15O	Dock Pilings: Provide a rate to furnish all material, labor, and equipment to demolish and dispose of designated dock pilings.	1	per linear foot		
15P	Swimming Pools / Spas: Provide a rate to furnish all material, labor, and equipment to demolish and dispose of designated pool / spa structures.	1	per linear foot		

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
15Q	Clean Fill: Provide a rate to furnish all material, labor, and equipment to provide clean fill where necessary to backfill the swimming pool / spa to the existing grade.	1	per linear foot		
TOTAL					

ASBESTOS REMOVAL

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
16 A	Removal of Asbestos Related to Floor Tiles as Asbestos Containing Material (ACM): Proposer will provide per square foot rate for certified and trained personnel and asbestos workers, furnish all required or necessary equipment and supplies, and provide insurance and transportation for all workers and material as an all-inclusive rate. For tabulation purposes, an estimate of 400 square foot will be used.	1	per square foot		
16 B	Removal of Floor Tile and Mastic as ACM: Proposer will provide per square foot rate for certified and trained personnel and asbestos workers, furnish all required or necessary equipment and supplies, and provide insurance and transportation for all workers and material as an all-inclusive rate. For tabulation purposes, an estimate of 400 square foot will be used.	1	per square foot		

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
16 C	Removal of Vinyl as ACM: Proposer will provide per square foot rate for certified and trained personnel and asbestos workers, furnish all required or necessary equipment and supplies, and provide insurance and transportation for all workers and material as an all-inclusive rate. For tabulation purposes, an estimate of 400 square foot will be used.	1	per square foot		
16 D	Removal of Carpet as ACM: Proposer will provide per square foot rate for certified and trained personnel and asbestos workers, furnish all required or necessary equipment and supplies, and provide insurance and transportation for all workers and material as an all-inclusive rate. For tabulation purposes, an estimate of 400 square foot will be used.	1	per square foot		
16 E	Removal of Roofing Material as ACM: Proposer will provide per square foot rate for certified and trained personnel and asbestos workers, furnish all required or necessary equipment and supplies, and provide insurance and transportation for all workers and material as an all-inclusive rate. For tabulation purposes, an estimate of 400 square foot will be used.	1	per square foot		

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
16 F	Removal of Surfacing Material as ACM: Proposer will provide per square foot rate for certified and trained personnel and asbestos workers, furnish all required or necessary equipment and supplies, and provide insurance and transportation for all workers and material as an all-inclusive rate. Materials applied by spray or trowels are classified as surfacing materials. Examples would be fireproofing, textured ceilings or acoustic plastic ceilings. For tabulation purposes, an estimate of 400 square foot will be used.	1	per square foot		
16 G	Removal of Ceiling Tile as ACM: Proposer will provide per square foot rate for certified and trained personnel and asbestos workers, furnish all required or necessary equipment and supplies, and provide insurance and transportation for all workers and material as an all-inclusive rate. For tabulation purposes, an estimate of 400 square foot will be used.	1	per square foot		
16 H	Cementitious Composite as ACM: Proposer will provide per square foot rate for certified and trained personnel and asbestos workers, furnish all required or necessary equipment and supplies, and provide insurance and transportation for all workers and material as an all-inclusive rate. Examples include roof drain piping, water piping, sanitary sewer piping, HVAC ducts and transit panels. For tabulation purposes, an estimate of 400 square foot will be used.	1	per square foot		

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
16 I	Thermal System Insulation Materials (TSI) as ACM: Proposer will provide per square foot rate for certified and trained personnel and asbestos workers, furnish all required or necessary equipment and supplies, and provide insurance and transportation for all workers and material as an all-inclusive rate. Examples of such would be insulation materials that contain asbestos that are generally found in boiler rooms and chiller rooms and in pipe chases in walls. This includes adhesives. For tabulation purposes, an estimate of 400 square foot will be used.	1	per square foot		
TOTAL					

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 018-2023 described as Demolition Services.
- B. The Affiant has made diligent inquiry and provides the information contained in the Affidavit based upon his/her own knowledge.

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

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:
018-2023, Demolition Services;
- B. He/She is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;
- C. Such Proposal is genuine and is not a collusive or sham proposal;
- D. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, connived, or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Proposal in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached proposal or any other Bidder, or to fix any overhead, profit or cost element of the proposal price or the proposal price of any other Bidder, or to secure through any collusion, connivance, or unlawful agreement any advantage against the City of Lake City, Florida or any person interested in the proposed Contract; and;
- E. The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Please confirm

*Response required

6.11. E-Verify Affirmation Statement*

018-2023-Demolition Services

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

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

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

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

Please confirm

*Response required

6.12. 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

6.13. 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

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

6.14.1. Federal Identification No. (FEID)*

Please provide your FEIN number here.

*Response required

6.14.2. Acknowledgments*

- A. This sworn statement is submitted with 018-2023.
- 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

6.14.3. 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))

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)

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)

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

6.14.4. Required Documents

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

6.14.5. Describe Action Taken

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



PROPOSAL DOCUMENT REPORT

ITB No. 018-2023

Demolition Services

RESPONSE DEADLINE: October 18, 2023 at 2:00 pm

Report Generated: Wednesday, October 18, 2023

Cross Environmental Services, Inc. Proposal

CONTACT INFORMATION

Company:

Cross Environmental Services, Inc.

Email:

ces@crossenv.com

Contact:

James Smith

Address:

PO Box 1299

Crystal Springs, FL 33524

Phone:

(813) 783-1688

Website:

www.crossenv.com

Submission Date:

Oct 17, 2023 5:00 PM

ADDENDA CONFIRMATION

Addendum #1
Confirmed Oct 17, 2023 11:12 AM by Colleen Strott

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: _____

Florida Department of Transportation
719 S. Woodland Blvd., Deland, FL 32720

(386)943-5088

Florence Fowler

florence.fowler@dot.state.fl.us

20 years

Phillips & Jordan, Inc

8940 Gall Blvd 30115 SR 52, Suite 301, San Antonio, FL 33576

(813)783-1132

Art Phelps

FLContracts@pandj.com

5 years

Hernando County

789 Providence Blvd., Brooksville, FL 34606

(352)754-4050

Cindy Garner

cgarner@hernandocounty.us

5 years

2. Title and Organization*

Pass

Please provide your title and organization's name.

Sr. Vice President, Cross Environmental Services, 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".

Crystal Springs, Florida

4. Principal Office*

Pass

Please provide the city and state for your Principal Office.

Crystal Springs, FL

5. Conflict of Interest Statement*

Pass

- A. The above named entity is submitting a Bid for the City of Lake City 018-2023 described as Demolition Services.
- B. The Affiant has made diligent inquiry and provides the information contained in the Affidavit based upon his/her own knowledge.
- C. The Affiant states that only one submittal for the above proposal is being submitted and that the above named entity has no financial interest in other entities submitting proposals for the same project.
- D. Neither the Affiant nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraints of free competitive pricing in connection with the entity's submittal for the above proposal. This statement restricts the discussion of pricing data until the completion of negotiations if necessary and execution of the Contract for this project.

- E. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise ineligible from participation in contract letting by any local, State, or Federal Agency.
- F. Neither the entity nor its affiliates, nor anyone associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
- G. I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with the City of Lake City.
- H. I certify that no member of the entity's ownership or management, or staff has a vested interest in any aspect of the City of lake City.
- I. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above named entity, will immediately notify the City of Lake City.

Confirmed

6. Disputes Disclosure Form*

Pass

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

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?

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".

Cross Environmental Services, Inc. v. Matcon Construction Services, Inc., Hillsborough County, Florida Circuit Court Case No. 22-CA 005036. CES filed suit against Matcon for unpaid

amounts claimed due under a contract. Case was voluntarily dismissed after Matcon filed for Bankruptcy protection.

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:
018-2023, Demolition Services;
- B. He/She is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;
- C. Such Proposal is genuine and is not a collusive or sham proposal;
- D. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, connived, or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Proposal in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached proposal or any other Bidder, or to fix any overhead, profit or cost element of the proposal price or the proposal price of any other Bidder, or to secure through any collusion, connivance, or unlawful agreement any advantage against the City of Lake City, Florida or any person interested in the proposed Contract; and;
- E. The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Confirmed

11. E-Verify Affirmation Statement*

Pass

018-2023-Demolition Services

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

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

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

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

Confirmed

12. 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

13. 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

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

FEDERAL IDENTIFICATION NO. (FEID)*

Pass

Please provide your FEIN number here.

59-2866646

ACKNOWLEDGMENTS*

Pass

- A. This sworn statement is submitted with 018-2023.
- 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

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.

REQUIRED DOCUMENTS

Pass

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

Certificate_of_Insurance.pdfFL_GC_LIC_2022.pdfFL_Asbestos_Contractor_2022.pdfFL_Asbestos_Lic_CES_ZA0000009_exp_11.30.23.pdfCES_Qualifications.pdf

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

PRICE TABLES

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
15A	Provide a Rate per square foot to furnish all material, labor, and equipment to demolish and dispose of designated CBS Structures. This rate is to include all costs for use of WET demolition. The quoted rate will include the removal of the debris generated from demolishing the structure.	1	per square foot	\$4.50	\$4.50
15B	Wood Frame Structures: Provide rate per square foot to furnish all material, labor and equipment to demolish and dispose of designated wood frame structures. This rate is to include all costs for use of WET demolition. The quoted rate will include the removal of the debris generated from demolishing the structure.	1	per square foot	\$4.00	\$4.00
15C	Pump Out Disposal of Septic Tanks: Provide a flat rate per structure to pump-out, remove and dispose of a septic tank and to backfill the excavated area with fill. This rate must include all costs should an outside Contractor be required. The quoted rate will include the removal of the debris generated from demolishing the tank.	1	each	\$1,500.00	\$1,500.00
15D	Pump Out, Disposal of Grease Traps: Provide flat rate per structure to pump-out , remove and dispose of a grease trap and to backfill the excavated area with fill. This rate must include all costs should and outside Contractor be required and the removal of the debris generated from demolishing the trap	1	each	\$1,000.00	\$1,000.00

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
15E	Rat Free Certification: Provide a flat rate per structure to provide a certification letter from and extermination or pest control company that the premises being serviced are free of any rodents.	1	each	\$500.00	\$500.00
15F	Removal of Miscellaneous Structures: Provide a flat rate for the removal and disposal of small, accessory type structures, such as carports, sheds, etc., that may be found on the site. The quoted rate will include the removal of the debris generated from demolishing the structure.	1	per square foot	\$3.00	\$3.00
15G	Asphalt Slabs: Provide a rate per square foot for the removal and disposal of any asphalt pavement. The quoted rate will include the removal of the debris generated from demolishing all driveways, walkways, paths and or parking lots.	1	per square foot	\$1.50	\$1.50
15H	Concrete Slabs and Brick Pavers: Provide a rate per square foot for the removal and disposal of any concrete slab or pavers on grade; examples of such are, concrete driveways, walkways, stoops, patios, and any other stand-alone slabs. The quoted rate will include the removal of the debris generated from demolishing these slabs.	1	per square foot	\$2.50	\$2.50
15I	Removal of Paved Surfaces Sub-Grade Base Material: Provide a rate per Cubic yard for the removal and disposal of paved sub-grade base material to a level of 1' below all paved surfaces.	1	per cubic yard	\$1.50	\$1.50
15J	Removal of Fencing: Provide a rate per linear foot for the removal and disposal of fencing. Fencing shall include all materials associated with the following types; wood aluminum, vinyl and PVC from 4 feet to 8 feet high.	1	per linear foot	\$15.00	\$15.00
15K	HVAC Refrigerant Recovery: Provide a flat rate per pound per ton(assuming 1 pound per ton) to recover, remove or recycle all refrigerants and provide all documentation required by any permitting agencies.	1	per pound	\$250.00	\$250.00

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
15L	Concrete Walls: Provide a Flat Rate to furnish all material, labor, and equipment to demolish and dispose of designated concrete walls including footer if applicable. This rate is to include all costs for use of WET demolition.	1	per linear foot	\$20.00	\$20.00
15M	Removal and Disposal of Hazardous Waste : Provide a rate per cubic yard to remove and properly dispose of all hazardous waste found on the job site.	1	per linear foot	\$100.00	\$100.00
15N	Docks: Provide a rate to furnish all material, labor, and equipment to demolish and dispose of designated wood dock.	1	per linear foot	\$6.00	\$6.00
15O	Dock Pilings: Provide a rate to furnish all material, labor, and equipment to demolish and dispose of designated dock pilings.	1	per linear foot	\$90.00	\$90.00
15P	Swimming Pools / Spas: Provide a rate to furnish all material, labor, and equipment to demolish and dispose of designated pool / spa structures.	1	per linear foot	\$500.00	\$500.00
15Q	Clean Fill: Provide a rate to furnish all material, labor, and equipment to provide clean fill where necessary to backfill the swimming pool / spa to the existing grade.	1	per linear foot	\$40.00	\$40.00
TOTAL					\$4,038.00

ASBESTOS REMOVAL

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
16 A	Removal of Asbestos Related to Floor Tiles as Asbestos Containing Material (ACM): Proposer will provide per square foot rate for certified and trained personnel and asbestos workers, furnish all required or necessary equipment and supplies, and provide insurance and transportation for all workers and material as an all-inclusive rate. For tabulation purposes, an estimate of 400 square foot will be used.	1	per square foot	\$3.50	\$3.50

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
16 B	Removal of Floor Tile and Mastic as ACM: Proposer will provide per square foot rate for certified and trained personnel and asbestos workers, furnish all required or necessary equipment and supplies, and provide insurance and transportation for all workers and material as an all-inclusive rate. For tabulation purposes, an estimate of 400 square foot will be used.	1	per square foot	\$4.00	\$4.00
16 C	Removal of Vinyl as ACM: Proposer will provide per square foot rate for certified and trained personnel and asbestos workers, furnish all required or necessary equipment and supplies, and provide insurance and transportation for all workers and material as an all-inclusive rate. For tabulation purposes, an estimate of 400 square foot will be used.	1	per square foot	\$4.50	\$4.50
16 D	Removal of Carpet as ACM: Proposer will provide per square foot rate for certified and trained personnel and asbestos workers, furnish all required or necessary equipment and supplies, and provide insurance and transportation for all workers and material as an all-inclusive rate. For tabulation purposes, an estimate of 400 square foot will be used.	1	per square foot	\$1.50	\$1.50
16 E	Removal of Roofing Material as ACM: Proposer will provide per square foot rate for certified and trained personnel and asbestos workers, furnish all required or necessary equipment and supplies, and provide insurance and transportation for all workers and material as an all-inclusive rate. For tabulation purposes, an estimate of 400 square foot will be used.	1	per square foot	\$4.00	\$4.00
16 F	Removal of Surfacing Material as ACM: Proposer will provide per square foot rate for certified and trained personnel and asbestos workers, furnish all required or necessary equipment and supplies, and provide insurance and transportation for all workers and material as an all-inclusive rate. Materials applied by spray or trowels are classified as surfacing materials. Examples would be fireproofing, textured ceilings or acoustic plastic ceilings. For tabulation purposes, an estimate of 400 square foot will be used.	1	per square foot	\$7.50	\$7.50

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
16 G	Removal of Ceiling Tile as ACM: Proposer will provide per square foot rate for certified and trained personnel and asbestos workers, furnish all required or necessary equipment and supplies, and provide insurance and transportation for all workers and material as an all-inclusive rate. For tabulation purposes, an estimate of 400 square foot will be used.	1	per square foot	\$4.00	\$4.00
16 H	Cementitious Composite as ACM: Proposer will provide per square foot rate for certified and trained personnel and asbestos workers, furnish all required or necessary equipment and supplies, and provide insurance and transportation for all workers and material as an all-inclusive rate. Examples include roof drain piping, water piping, sanitary sewer piping, HVAC ducts and transit panels. For tabulation purposes, an estimate of 400 square foot will be used.	1	per square foot	\$6.00	\$6.00
16 I	Thermal System Insulation Materials (TSI) as ACM: Proposer will provide per square foot rate for certified and trained personnel and asbestos workers, furnish all required or necessary equipment and supplies, and provide insurance and transportation for all workers and material as an all-inclusive rate. Examples of such would be insulation materials that contain asbestos that are generally found in boiler rooms and chiller rooms and in pipe chases in walls. This includes adhesives. For tabulation purposes, an estimate of 400 square foot will be used.	1	per square foot	\$25.00	\$25.00
TOTAL					\$60.00



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/17/2023

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 Sterling Seacrest Pritchard, Inc. 3111 W Dr Martin Luther King Jr Blvd Suite 350 Tampa FL 33607	CONTACT NAME: Faridah Kanchwala PHONE (A/C No. Ext): 813-498-1197 E-MAIL ADDRESS: Fkanchwala@sspins.com	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE	
License#: 70726 CROSENV-01	INSURER A: Zurich American Insurance Co	16535
INSURED Cross Environmental Services, Inc. P.O. Box 1299 Crystal Springs FL 33524	INSURER B: Zurich-American	16535
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 1179664292

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 <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Max Agg 10M/Pol <input checked="" type="checkbox"/> Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: XCU Included			GPL 0908543-04	3/1/2023	3/1/2024	EACH OCCURRENCE	\$ 2,000,000	
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000	
							MED EXP (Any one person)	\$ 10,000	
							PERSONAL & ADV INJURY	\$ 2,000,000	
							GENERAL AGGREGATE	\$ 6,000,000	
							PRODUCTS - COMP/OP AGG	\$ 4,000,000	
							Deductible BI/PD	\$ 5,000/claim	
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BAP0551277-04	3/1/2023	3/1/2024	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	
							BODILY INJURY (Per person)	\$	
							BODILY INJURY (Per accident)	\$	
							PROPERTY DAMAGE (Per accident)	\$	
							Includeds MCS 90	\$	
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			SXS090854203	3/1/2023	3/1/2024	EACH OCCURRENCE	\$ 5,000,000	
							AGGREGATE	\$ 5,000,000	
								\$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC 0908541-04	3/1/2023	3/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	E.L. EACH ACCIDENT	\$ 1,000,000
								E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
								E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
A	Pollution Liability Professional Liability			GPL 0908543-04	3/1/2023	3/1/2024	Per Incident Per incident Deductible	2,000,000 2,000,000 5,000	

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

The following applies when required in a written contract or agreement: Certificate holder and owner are included as additional insureds on a primary and non-contributory basis with respect to General Liability (including completed operations), Auto Liability and Umbrella. Waiver of subrogation is provided on General Liability, Auto Liability, Umbrella and Workers Compensation.

CERTIFICATE HOLDER**CANCELLATION**

City of Lake City
 Procurement Dept. 2nd Floor
 205 N. Marion Ave.
 Lake City FL 32055

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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Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

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

BISTON, CLYDE ALAN

CROSS ENVIRONMENTAL SERVICES INC
39646 FIG AVENUE
CRYSTAL SPRINGS FL 33524

LICENSE NUMBER: CGC062981

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com



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Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

ASBESTOS LICENSING UNIT

THE ASBESTOS CONTRACTOR HEREIN IS LICENSED UNDER THE
PROVISIONS OF CHAPTER 469, FLORIDA STATUTES

(INDIVIDUAL MUST MEET ALL LOCAL LICENSING
REQUIREMENTS PRIOR TO CONTRACTING IN ANY AREA)

BISTON, CLYDE ALAN

CROSS ENVIRONMENTAL SERVICES, INC.
39646 FIG AVENUE
PO BOX 1299
CRYSTAL SPRINGS FL 33524

LICENSE NUMBER: CJC049572

EXPIRATION DATE: NOVEMBER 30, 2024

Always verify licenses online at MyFloridaLicense.com



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Ron DeSantis, Governor

Julie I. Brown, Secretary



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

ASBESTOS LICENSING UNIT

THE ASBESTOS BUSINESS ORGANIZATION HEREIN IS LICENSED UNDER THE
PROVISIONS OF CHAPTER 469, FLORIDA STATUTES

CROSS ENVIRONMENTAL SERVICES, INC.

CLYDE A. BISTON
P O BOX 1299
CRYSTAL SPRINGS FL 33524

LICENSE NUMBER: ZA0000009

EXPIRATION DATE: NOVEMBER 30, 2023

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QUALIFICATIONS

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Cross Environmental Services, Inc.

FEIN 59-2866646 | Dun & Bradstreet No. 363806704

www.crossenv.com | email: ces@crossenv.com

Corporate Office:

39646 Fig Avenue

Zephyrhills, FL 33540

Phone: (813)783-1688 | Fax: (813)783-9114

South Florida Branch:

5000 Oakes Road, Suite E

Davie, FL 33314

Phone: (954)583-9523 | Fax: (954)583-9531

Fort Walton Beach Branch:

753 Lovejoy Road

Ft. Walton Beach, FL 32548

Phone: (850)864-2200 | Fax: (850)864-2208

Executive Management Team

Clyde A. Biston, President

James L. Smith, Senior Vice President

John Tostanoski, Senior Vice President/Secretary

Sharon Rosenbauer, Treasure

CGC062981 | CJC049572

Executive Summary

Cross Environmental Services, Inc. (“CES” or the “Company”) is a specialty environmental contractor with primary focus on abatement and demolition work. After being organized in 1988 by current President and CEO, Clyde A. Biston, CES has grown into one of the largest asbestos abatement firms in the State of Florida. From its four offices, the Company has performed and continues to pursue projects in the 12 states where licensing is maintained. Office locations include Crystal Springs, FL; Davie, FL; and Ft. Walton Beach, FL. The Crystal Springs, FL office serves as corporate headquarters.

After approximately 25 years of successful operation, CES transitioned ownership from private to public in order to ensure that growth could continue uninhibited. During November 2013, CES became a wholly owned subsidiary of CES Synergies, Inc. (OTCBB: CESX). Mr. Biston retains a majority interest in CESX.

CES has maintained steady growth over the past 35 years by consistently creating value for customers by placing emphasis on quality and timeliness of work, as well maintaining a partnership with the customer during the course of a project. The positive reputation that CES enjoys in and around the industry is a product of that philosophy, and the credibility gained through successful completion of a number of large/key projects. Having employees aligned with the Company’s philosophy has been, and continues to be, critical to success. In recognition of that, considerable time and energy is devoted to hiring and retaining individuals with those qualities in addition to the skills and experience necessary to perform environmental contracting.

Our full-time staff consists eighty-five employees including management and administrative professionals, supervisors, operators, drivers and laborers. At CES we pride ourselves on our ability to always be able to respond to increases in workload with our in-house resources and without sacrificing safety, health or the timeliness of project completion.

Our in-house capabilities include decades of hands-on project experience involving the design and implementation of remediation projects, asbestos/lead abatement, hazardous material removal, demolition, engineering and reconstruction. The information contained in this proposal will demonstrate to you the strength, experience and depth of CES in the areas of environmental contracting services.

CES has developed and will utilize innovative methods for the installation of specialized containment systems and the removal of asbestos containing materials. Such methods minimize the risk of environmental impact and personal exposures to construction personnel, building occupants and the general public from material contaminants.

Cross Environmental Services, Inc. utilizes the U.S. Department of Homeland Security’s E-Verify system in accordance with the terms governing use of the system. This system is used to confirm the employment of all CES employees and subcontractors utilized by CES. Our E-Verify customer ID is 309505.

Based upon past project experience we feel confident in the dedication and availability of our entire project team. With our firm’s total resources and construction equipment & personnel, we are certain that we have the ability to self- perform all elements required within the scope of work requested.

Key Personnel:

Clyde “Al” Biston

Owner/President

Cross Environmental Services, Inc.;

Wholly Owned Subsidiary of CES Synergies, Inc.

P.O. Box 1299

www.crossenv.com

813.783.1688

Crystal Springs, FL 33524

cab@crossenv.com**Experience:**

Clyde “Al” Biston is a pioneer in the environmental contracting business. He started in the construction industry in 1972 and through hard work and innovation has progressed to being an industry leader in environmental contracting services. Cross Environmental Services, Inc. (CES) is a wholly owned subsidiary of CES Synergies, Inc., which Mr. Biston is the majority owner of. Cross Environmental Services, Inc. (CES), is the largest domestically housed asbestos abatement, lead paint remediation, interior demolition and structural demolition firm in Florida. Incorporated in February of 1988, CES has progressed from humble beginnings into a well-regarded and esteemed firm that focuses on the specialty environmental and demolition trades. Mr. Biston has a broad range of experience, some of which include large scale environmental and demolition projects.

Many of the techniques utilized in the asbestos abatement industry were developed in the field as the industry progressed. Mr. Biston helped develop or facilitate development of what currently is the industry’s state of the art asbestos removal procedures. In doing so, he has also established and understands the production rates and man-hour loadings that are essential to the profitability of a project.

Mr. Biston has over 50 years’ experience in the general construction and environmental contracting industry. Prior to entering the abatement profession, he owned and operated a masonry contracting business. Subsequent to the incorporation of CES, Mr. Biston has supervised the removal of more than 40 million square feet of asbestos containing materials on projects in Florida and Georgia as well as many large-scale demolition and remediation projects.

Mr. Biston’s experience and pioneering efforts give CES perspective and leadership that is second to none.

Selective Project Involvement:

- *First Florida Tower: 35-Story interior demolition and abatement*
- *Midway Atoll: Lead and asbestos removal*
- *Florida Federal Building: 38-Story interior gutting*
- *Daytona International Speedway, Grandstand Demolition*
- *Louisiana Land Trust-Abatement and Demolition-Hurricanes Katrina & Rita*
- *Waste Water Treatment Plant-ECUA Demolition and Abatement 22 Acre Site*

Clyde “Al” Biston

Owner/President

Cross Environmental Services, Inc.

P.O. Box 1299
Crystal Springs, FL 33524

www.crossenv.com

813.783.1688
cab@crossenv.com

Licenses:

Florida Certified General Contractor: CGC062981

Florida Asbestos Abatement Contractor: CJC049572

Additional State Licenses:

AL GC #21749

AR Asbestos #000544

GA GC #GCCO002129

GA ASBRN #9581

LA Mold #250214

LA Building & Construction #33725

MS Asbestos #11409-SC

NC Asbestos #43634

OH Asbestos #AC2021

SC Asbestos #ASB-515

TN GC #42141

TN Asbestos #A-F-1124-90812

TX Asbestos #801000

Certifications:

- EPA Certified: TSCA Title II (AHERA)
- Certified AHERA Inspector:
 - Facility Survey and Building Systems
- Certified Project Manager and Supervisor
- Certified AHERA Management Planner:
 - Asbestos Abatement
- Lead Based paint Abatement: EPA Sponsored Training
- Hazardous Waste Operations/Emergency Response

- Response

James Smith
Sr. Vice President
Senior Project Manager
Cross Environmental Services, Inc.

P.O. Box 1299
 Crystal Springs, FL 33524

www.crossenv.com

813.783.1688
 jsmith@crossenv.com

Experience:

Mr. Smith has over 40 years of experience in the supervision of asbestos abatement projects throughout the United States and over 15 years of experience in commercial general construction.

Mr. Smith has experience as an operations manager, supervisor, and estimator of construction, abatement, remediation, and selective demolition projects throughout the United States and abroad. Smitty has worked on countless projects in the states of Florida, Georgia, North Carolina, South Carolina, Tennessee, Alabama, Louisiana, Texas, Colorado, Illinois, and Missouri. He also has worked on projects in Guatemala, Guantanamo, Bahamas, and Puerto Rico.

Smitty has managed in excess of 40,000,000 square feet of asbestos projects for governmental entities, school boards, hospitals, hotels, motels, property managers, and private owners. His hands-on experience, customer service, and history of involvement make Smitty an instrumental part to the start of any project.

Selective Project Involvement:

- *Tampa Presbyterian Village: Asbestos abatement, 85 days, \$550,000, Tampa Florida*
- *Key West Hotel: Asbestos abatement, 92 days, \$389,568, Key West Florida*
- *Burton Hall: Asbestos abatement, 92 days, \$668,000, Lafayette, Louisiana*
- *Marysville Power Plant, 260 Days, \$1,440,000, Michigan*

Credentials:

Georgia Institute of Technology: Asbestos Supervision Course
 Respiratory Protection of Asbestos Abatement: 3-Day Course
 EPA Model Lead Abatement Contractor and Supervisor
 Lead Renovator
 NIOSH 582 Equivalent - Microscopy
 Certified Mold Remediator
 Building Contaminant Technician
 CPR and First Aid: Certified

John Tostanoski

Vice President

Cross Environmental Services, Inc.

P.O. Box 1299
Crystal Springs, FL 33524

www.crossenv.com

954.583.9528
jt@crossenv.com

Experience:

Mr. Tostanoski has over forty-five years of experience in the environmental contracting and consulting industry, including project management, analytical testing, contamination assessment and remediation, asbestos and lead assessment and remediation, indoor air quality, expert testimony and regulatory intervention. Previous experience as President of both public and private environmental firms has included the management and responsibility of all aspects of administrative, financial, marketing, personnel, and quality oversight disciplines.

As Vice President for Cross Environmental Services, Inc., Mr. Tostanoski has been responsible for business development, operations and project management in a thirteen-county area from the South Florida office in Davie, FL, as well as providing administrative oversight for multiple Corporate functions at the corporate office in Crystal Springs, FL.

Mr. Tostanoski has served as a principal environmental contractor and consultant to several Fortune 500 companies, developing baseline and compliance monitoring programs, designing and performing contamination assessment and remediation, establishing hazardous waste management plans, indoor air quality surveys and monitoring, large scale asbestos and mold surveys and abatements, industrial waste permitting and pretreatment design. He has developed and implemented several national assessment and remediation programs for major retailers regarding asbestos remediation, underground tank retrofits and removals, and groundwater remediation programs. He has served as a project manager on multiple EPA superfund site investigation and remediation projects, and currently administers the asbestos and demolition contracts for FDOT IV and VI, Right of Way.

Selective Project Involvement:

- *Broward College: Asbestos Abatement/Demolition, 84 days, \$275,850, Davie Florida*
- *Bear cut Bridge Rehabilitation: Asbestos Abatement, 35 days, \$218,245.98, Key Biscayne Florida*
- *Florida Department of Transportation, District 4 and 6: Demolition and Asbestos ROW Contracts, FY 2017, 1 year, \$1,120,000, Dade, Broward, Palm Beach, and St. Lucie Counties.*
- *Florida Department of Transportation, District 4 and 6: Demolition and Asbestos ROW Contracts, FY 2018, 1 year, 2,700,000, Dade, Broward, Palm Beach and St. Lucie Counties.*

Credentials:

- B.S. in Environmental Sciences-Florida International University (1975)
- OSHA HAZWOPER Training 40 Hour
- Certified Miners Safety and Health Administration (MSHA)
- Certified in CPR and First Aid
- Florida Certified Mold Remediator

Ross Worley

Project Manager/Estimator

Cross Environmental Services, Inc.

P.O. Box 1299
Crystal Springs, FL 33524

www.crossenv.com

813.783.1688
rworley@crossenv.com

Experience:

Mr. Worley has been employed with CES since 2006 and has over eighteen years of experience in the environmental industry throughout the states of Georgia and Florida. Prior to entering the construction and abatement profession, he worked as an industrial hygienist, managing projects, creating work plans, and overseeing the 3-year AHERA re-inspections for Duval County Public Schools and Citrus County School District.

Mr. Worley is responsible for the training of new individuals and mentoring employees through specialized demonstration of field review and environmental sampling. He monitored environmental projects to ensure buildings and sites could be reconstructed to ensure that evaluations were completed timely, and goals were defined.

Ross encouraged and assisted his team members to reach their milestones while delegating tasks, as needed. He has managed multiple environmental projects in a fast-paced atmosphere while handling tasks and assignments in an organized manner through the use of various computer applications. He brings specialized training in air-monitoring evaluation, as well as, building and home inspection for asbestos and mold in engineering projects. Ross has maintained existing customers while taking the initiative to bring in new clientele and contracts.

Selective Project Involvement:

- *St. John's River Community College: Asbestos abatement projects*
- *Hillsborough County School Board: Asbestos abatement projects*
- *Orange County School Board: Asbestos abatement, lead abatement, and Mold remediation projects*
- *Brevard County School Board: Asbestos abatement and lead Abatement Projects*

Credentials:

B.S. General Studies, Georgia Southern University
 Certified EPA-AHERA Asbestos Abatement Contractor/Supervisor
 Certified EPA-AHERA Asbestos Inspector
 NIOSH 582 Equivalent Microscopy

Randy Dombrowski
Project Manager
Cross Environmental Services, Inc.

P.O. Box 1299
 Crystal Springs, FL 33524

www.crossenv.com

813.783.1688
 rdombrowski@crossenv.com

Experience:

Mr. Dombrowski has over 30 years in the construction and demolition industry. Prior to relocating to Florida, Mr. Dombrowski owned a construction company in New York. He's experienced in all facets of commercial and residential new construction, renovation, rehabilitation and demolition projects with experience in exporting steel in sea containers internationally.

Mr. Dombrowski has overseen the demolition of several residential structures, multi-story commercial and industrial buildings, medical facilities, educational institutions, and highway bridges.

Mr. Dombrowski joined the CES team in early 2020 as a Project Manager/Estimator. His focus is on demolition projects from small to large scale, in the industrial, commercial, medical and learning institutions.

Selective Project Involvement:

- *Tampa International Airport – Parking Garage Demolition*
- *Channelside/Sparkman's Warf – Exterior and Interior Demolition*
- *Miami Herald – 9 Story Structural Demolition*
- *Calder Grandstand – 7 Story Structural Demolition*

Credentials:

OSHA 30- Hour Training

Debbie Vilar

Director of Health & Safety

Cross Environmental Services, Inc.

P.O. Box 1299
Crystal Springs, FL 33524

www.crossenv.com

813.783.1688
safetywork1@crossenv.com

Experience:

As an Associate Safety Professional (ASP) Ms. Vilar is responsible for Cross Environmental Services, Inc.'s safety program development, site inspections, training, audits and incident investigations. She has the authority to issue stop work orders to prevent mishaps for the protection of life and property. She provides internal and external consultation for safety, health and the environment, and manages projects involving special or unusual hazardous materials, biological or physical hazards.

Ms. Vilar has over 15 years' experience in industrial hygiene, project management as well as site assessments. Her project experience has been for private, commercial, and public clients which include professional service firms, manufacturing facilities, various county educational facilities, and municipal government agencies. Her safety and health inspections are mostly unannounced, with results passed on to other senior managers as a review of current procedures, and also to make corrective actions, Debbie produces site-specific, general and special area safety and health plans which are foundations to good and proper safety actions and responses. With her site experience it gives her a solid foundation of core knowledge for a company of more than 200 employees.

Professional Memberships or Affiliations:

- *Board of Certified Safety Professionals- Associate Safety Professional*
- *American Industrial Hygiene Association (AIHA)*

Credentials:

- Master of Business
- Bachelor of Science
- Additional Studies at University of South Florida, College of Public Health, "Principles of Environmental Health and Safety"

Licenses:

Florida Licensed Mold Assessor- MRSA2255

Certifications and Certificates:

Certified Safety Professional (CSP) CSP-39973

AIHA 100 Hour Course Certificate "Elements of Industrial Hygiene"

Accredited Asbestos Contractor/Supervisor, Inspector and Management Planner

NIOSH 582 Sampling for Airborne Asbestos Dusts

EPA Lead RRP Certified Renovator

Asbestos Project Design

24-hour EM385-1-1 USACE Safety & Health

Current Term Contracts:**Florida Department of Transportation**

District	Contract No.	Address	Point of Contact	Service	Term
II	DOR58	1109 S. Marion Ave, MS 2020 Lake, City, FL 32025	Julie Bassett 904-360-5597 julie.bassett@dot.state.fl.us	ACM	8/3/2022- 8/2/2024
III	DOJ43	1074 Hwy 90, Chip- ley, FL 32428	Heather Banas 850-330-1317 heather.banas@dot.state.fl.us	Demoli- tion	5/1/2023- 4/30/2026
IV	BE914	3400 W. Commercial Blvd., Ft. Lauderdale, FL 33309	Dan Marwood 954-777-4238 Dan.Marwood@dot.state.fl.us	Demoli- tion	1/20/2020 - 1/20/2025
IV	DON34	3400 W. Commercial Blvd., Ft. Lauderdale, FL 33309	Dan Marwood 954-777-4238 Dan.Marwood@dot.state.fl.us	ACM	2/10/2021- 2/10/2026
V	BEC22	719 S. Woodland Blvd., DeLand, FL 32720-6834	Florence Fowler 386-943-5088 florence.fowler@dot.state.fl.us	ACM / Demoli- tion	7/30/2021- 7/29/2024
VI	DOU84	1000 NW 111th Ave., Room 6105-B, Miami, FL 33172	Maria Llanes 850-414-4100 Maria.Llanes@dot.state.fl.us	ACM	5/15/2023- 5/14/2026
VI	DO764	1000 NW 111th Ave., Room 6105-B, Miami, FL 33172	Maria Llanes 850-414-4100 Maria.Llanes@dot.state.fl.us	Demoli- tion	8/15/2020 - 8/14/2024
VI	DOV62	1000 NW 111th Ave., Room 6105-B, Miami, FL 33172	Maria Llanes 850-414-4100 Maria.Llanes@dot.state.fl.us	Demoli- tion	8/1/2023- 7/31/2026
VII	DOR53	11201 N. McKinley Dr., MS 7-120, Tampa FL 33612	Jennifer Howard 813-975-6079 jennifer.howard@dot.state.fl.us	ACM/ Demoli- tion	8/1/2022- 7/31/2027
Turn- pike	DOP32	Milepost 263, Building 5315 Ocoee, FL 34761	Robin Morgan 407-264-3697 Robin.morgan@dot.state.fl.us	ACM/ Demoli- tion	12/28/2021- 12/27/2025

Scopes of Work

CES has developed a reputation second to none in the provision of professional services to our established and growing list of satisfied clients. Our services include asbestos abatement, interior and selective demolition, total demolition and wrecking, lead and mold remediation, indoor air quality and duct cleaning, on-site crushing and recycling, above and underground storage tank removal and hazardous materials removal.

Asbestos Abatement: CES maintains a fully certified workforce of EPA, OSHA and MSHA accredited personnel at the project management, supervisor and worker levels. They are provided with state of the art, company owned equipment to ensure optimum safety and efficiency in every step of the asbestos removal process. CES has removed over 15 million square feet of asbestos-containing products from a wide variety of projects over its history.

Interior and Selective Demolition: CES provides interior and selective demolition services to many of our larger General Contracting clientele, using our existing internal labor force, tools and equipment to turnkey any project presented. Typical projects include interior “gut-outs” of commercial buildings, office buildings, malls, warehouses, laboratories, hospitals, apartments, motels and schools. This can involve manual selective demolition, building separations/cut and reface, floor covering and adhesive removal, concrete breaking and saw cutting, and hauling and disposal of the resulting debris.

Total Demolition and Wrecking: CES provides full scale demolition and wrecking services to a varied clientele. Our commercial demolition staff consists of Project Managers, Estimators, Superintendents, Supervisors, Operators, Laborers and Truck Drivers. CES owns its own equipment, including a range of various sized excavators, transport trucks, roll-off vehicles and multiple cans, a concrete crusher and all of the necessary hydraulic attachments and tools required to maintain full control over our projects, without the need for outside subcontractors or resources. As a Class A General Contractor, CES has the credentials and the experience to handle any size demolition/wrecking job presented.

Lead and Mold Remediation: The removal of lead-based paint from various surfaces is a requirement prior too many different types of demolition activities, and often a requirement in renovations for government housing and educational facilities. Mold remediation is often required following a water intrusion incident or improper A/C design and/or installation. Both lead and mold remediation require specific certifications for workers performing the work. CES maintains crew with this specific set of certifications and the required equipment necessary to be able to respond and remediate any type of lead or mold problem. The company has performed over 750 lead-based paint projects over the last ten years.

Indoor Air Quality / Duct Cleaning: Today’s emphasis and awareness of indoor air quality requires a contractor for the cleaning and maintenance of HVAC systems. Fully licensed in mechanical contracting, CES has performed hundreds of indoor air quality remediation projects and have cleaned and restored more than ten miles of ductwork and associated air handling units over the past ten years.

On-Site Crushing and Recycling: Recycling has become the way of the world, and CES utilizes this concept to its clients benefit in its day to day handling of demolition materials. Recycling of concrete can reduce costs associated with hauling and disposal of waste concrete, reduce the need for import fill required for the project, and can be used for certain build back requirements (building pads, parking lots, access roads) of the project. CES uses an Eagle Concrete Recycling unit, which it can mobilize to the demolition site, to help provide these benefits. CES prides itself on being an eco-friendly contractor, and also participates in the Leadership in Energy and Environmental Design (LEEDS) rating system and can provide certification for quantities of materials recycled on-site. Bulbs, ballasts, mercury switches, ferrous and non-ferrous metals, concrete, asphalt and architectural salvage are all parts of a green approach.

Hazardous Materials Removal: CES provides hazardous materials removal specializing in the cleanup of contaminated sites. The company is fully equipped, and 40-hour OSHA trained in health and safety for hazardous waste operations. Our experience includes the removal and disposal of hazardous materials such as mercury, PCB's, perchloroethylene, arsenic, lead, acids volatile and nonvolatile organics and pesticides.

Quality Control Plan and Customer Service

The intent of this document is to serve as a source directive for quality assurance and quality control for the environmental phases of the project. Our approach is to establish a chain of command. By plainly establishing the project hierarchy and establishing competent persons at each appropriate level we establish appropriate level of responsibility related to each division and relevant item of work.

Cross Environmental Services will have competent persons established at each of the following positions:

- | | |
|-----------------------------------|---------------------|
| • Project Manager: | James L. Smith, SVP |
| • Operations Manager (ACM) | Dayna D'Angelo |
| • Operations Manager (Demolition) | Travis Biston |
| • Health and Safety Director | Debbie Vilar |
| • General Counsel | Diane Watson |
| • Environmental Notices | Jenny Pryor |

Each person on the project team will have quality control and quality assurance responsibilities in addition to the production and operational responsibilities typically associated with their positions. If any deficiency were to arise our team is authorized to stop and/or redirect work.

Communication is the key to success of a project. To facilitate communication, all administrative and management staff, as well as our on-site supervisory personnel, shall carry cellular phones throughout the duration of each project. This will allow office administration, management and other personnel to communicate with any supervisor on a jobsite and allow the crews to communicate directly with our Client.

Our Supervisors will serve as the direct point of contact on the job-site and will maintain lines of communication between our Client and the Project Managers. All supervisors will be required to call in with work progress updates to the Operations Manager, Tony Overstreet, as well as the appropriate Project Manager.

At a minimum, the above team members will be required to attend Quality Control meetings. These meetings will essentially serve as a kickoff meeting for each delineated phase of work. The meeting will consist of the following items:

- Review of project phase goals for the relevant task.
- Review of goal specific specifications and the exact requirements set forth in the project documents and related drawings. A task specific review of the project specifications will also be conducted during this meeting. Specific quality concerns will be discussed, and recommendations made and discussed during this section of the meeting.

- Assessment of resources slatted for use in achieving the specific project goal. This review will include the labor, equipment, supervision, schedule, as well as hours of operation for the phase being discussed.
- Safety topics will also be discussed during the meeting. These topics will be phase or task specific with the understanding that a subsequent operational meeting will be held with the labor force to reinforce task specific safety issues.

All of our abatement supervisors and workers are certified and qualified under the Asbestos Hazard Emergency Response Act (AHERA). Samples of our Asbestos Contractor/Supervisors certificates are shown below. Most of our Supervisors have been employed with CES for many years and are required to have experience as a Worker and Foreman before they are trained to work as an Asbestos Supervisor. Many of our Supervisors have more than eight years of supervisory experience.

Quality Control Procedures

Cross Environmental Services, Inc. will complete a project survey. This will give us the standards needed to develop a site-specific quality control plan. Our overall plan will follow Federal, State, County and City regulations and ordinances. CES will evaluate the appropriate means and methods to complete the remediation as shown by the survey and demolition as required by the scope of work. CES will remove from the subject property all asbestos containing materials as defined by Section 255.551(2), Florida Statutes, and identified in the specification for Asbestos Abatement (Section V). Removal work shall be accomplished in accordance with 40 C.F.R., Subpart M, Part 61.145.

CES will mobilize to the job site on the date indicated on the DEP notice. The crew will be informed of any special conditions and the Supervisor shall conduct a safety meeting. The Supervisor will assign tasks to his crew. Barrier tape and warning signs will be placed to limit access to work area. The work area will be pre-cleaned, and all moveable items shall be removed and placed in a storage area. Installation of critical barriers, negative air/exhaust piping to building exterior. Set-up decon as required, micro monitor, temporary electric and lighting. Install 2 layers of 6 mil poly for friable materials or 1 layer for non-friable material.

Correction of Quality Control Issues: Inspection Approach

Issues relating to quality control will be dealt with in two specific manners. Minor quality issues, in other words, items that are related housekeeping, site conditions (not effecting safety), or items that require routine correction will be dealt with in an ad hoc manner. An impromptu meeting will be held between the Project Superintendent and the other parties involved. Corrective actions will be discussed, agreed to, and set in motion. These items will be listed on the daily log, corrections noted, and discussed at the next project progress meeting. Larger issues related to conflicts between trades, conflicts within the drawings and specifications, and quality of workmanship issues. Items of this magnitude will require an onsite meeting between all parties. Resolution will be sought for plans and drawing issues through the Owner's Representative. Quality of workmanship issues will be contractual and may not involve owner representation. Resolution will be achieved, and corrections made in a timely fashion.

Equipment

Abatement Equipment

Quantity	Equipment Description
FLOOR SCRAPPERS	
2	Piranha floor tile removal machine
1	Bronco
2	Terminator floor tile removal machine
1	National 5700DL battery ride-on floor scraper with hydraulic slice plate
1	National 8000 propane powered scraper
NEG AIR MACHINES	
25	2000 CFM negative air machines
4	1500 CFM negative air machines
AIR SCRUBBERS	
4	Nu-Air 200 CFM Air Scrubbers
DEHUMIDIFIERS	
75	Triton/Drizair Commercial Dehumidification Units
VACUUMS	
6	Wet vacuums
3	55-gallon wet vacs - double head
15	HEPA vacuums
AIRLESS SPRAYERS	
15	Airless sprayers
4	ITAN 0532026 Impact 340 Skid PSI Skid frame paint sprayer complete with 50' hose & LX-8011 Gun with 517 Tri tip
WATER FILTERS	
8	Water filtration systems (electric)
MENOMETERS	
6	Differential pressure recorders
SAMPLING PUMPS	
18	Low volume air sampling pumps
WATER HEATERS	
6	Portable hot water heaters
ELECTRICAL PANELS	
6	Portable power panels (GFCI equipped)
PAPR RESPIRATORS	
25	Powered air purifying respirators
FLOOR BUFFERS	
12	18' Floor buffers

6	Hawk A0032-IP 25# Horseshoe weight for Brute floor machine, Hawk HP1517-180 Brute 17" floor machine, gear driven w/180 frame 11/2 HP TEFC AC dual capacitor motor
SHOWERS	
9	Decon units w/ showers
15	Decon units w/o showers
4	ACSI HFS Aluminum portable showers
OTHER EQUIPMENTS/TOOLS	
1	Handheld Stihl Cut-off Saws
1	13 HP Roof cutters
1	13 HP Roof ripper
25	Scaffolding Sets – Steel & Baker
LIFTS	
2	All Terrain Forklift
1	Electric Articulating Boom Lifts
1	Gas Powered Articulating Boom Lift
PICK UP TRUCK	
2007	Ford F-150
2015	Dodge Ram 2500 H/D
2018	Chevy Silverado
2018	Chevy Silverado (T-14)
2018	Dodge Ram 2500
2018	Dodge Ram 2500 (T-03)
2018	Dodge Ram 2500 (T-05)
2018	Chevy Silverado
2018	Chevy Silverado (T-07)
2018	Chevy Silverado (T-04)
2018	Chevy Silverado
2018	Chevy Silverado (T-08)
2011	Dodge 2500
BOX TRUCK	
2015	Isuzu White
2006	F-650
2004	F-350
VANS	
2006	E-350
2006	E-350
2013	FORD
2008	E-350
2003	E-250
2006	E-350
WATERBUFFALO	

2002	HMDE Waterbuff
2000	Draggin Waterbuff
2005	Waterbuff
2006	Waterbuff
	UTILITY TRALERS/ENCL
1982	Croslet (Yellow)
2003	A-OK (Terminator)
2007	Protrak Gooseneck
2004	CHE/LM Tilttop
2001	Hmde Terminator #1
1999	Pace 7x16
2002	Emerson 6x10
1996	Pace Cargo 7x22
1999	Pace Cargo 7x16
1999	Pace Cargo 7x16
1999	Pace Cargo 7x16
1998	Pace Cargo 7x16
1999	Jim Hmde Encl 7x14
1996	Featherlite
1998	Pace 7x16
2000	Rolls Rite Tilt
2006	Pace American
2006	Pace American 5 th Wheel
2003	J Francis Enclosed
2008	Pace
1999	Ultra-Cargo 7x16
1999	Pace 7x14
1997	Pace Gooseneck 7x22
1997	Pace Gooseneck 7x22
2005	Hmde Bobcat
2014	MMDI 3.5 Ton 10x5
2013	MMDI 3.5 Ton 10x5
2013	MMDI 1.75 Ton 7x4

Demolition Equipment

Year	Make/Model
2022	Volvo EC2200EL Excavator
2000	Caterpillar Model 307 Excavator #5
2004	Case Model CX160 Excavator #6
2012	John Deere Model 350-G Excavator #35
2005	Komatsu Model PC130-7 Crawler Excavator #10
2007	Komatsu Model PC200LC-8 Hydraulic Excavator #12
2003	Case Model CX210 Excavator #9
2005	Case Model CX160 Excavator #24
2003	Komatsu Model PC340LC-6L High Reach Excavator #20
2006	Case Model CX160 Excavator #8
2006	Case Model CX160 Excavator #7
2006	Case Model CX135R Excavator #1486
2008	Takeuchi Model TB125 Hydraulic Excavator ME#7
2013	Case Model CX350C Excavator #38
2013	Hyundai Model Robex 16-9 Mini Excavator ME#8
2013	Hyundai Model Robex 16-9 Mini Excavator ME#9
2015	Link-Belt Model 160X3 Excavator #0533
2017	Case Model CX1450 Excavator #1227
2017	Case Model CX145D Excavator #1214
2015	Link-Belt Model 160X3 Excavator #9454
2006	Kobelco Model SK250LC Excavator #1339
2014	Kobelco Model SK75SR-3E Excavator #39
2012	Kobelco Model SK170-9 Excavator #37
2012	Kobelco Model SK170-9 Excavator #36
2002	Caterpillar Model 301.5 Mini Excavator ME#5
2002	Volvo Model EC55 Excavator #17
2014	Hyundai Model Robex 16-9 Mini Excavator #0596
2000	Case Model 585E Lift Truck #3652

1997	Crown Model 35SCTT Sit-Down Rider Lift Truck #0537
2004	Toyota Model 5FGL10 3,000-lb. Lift Truck #10
2006	Lull Model 6.44E-40 Telehandler/Telescopic Lift Truck #7543
2005	Genie Model TZ34 Tow Behind Electric Boom Lift #0608
1999	Genie Model Z45/25 Articulated Boom Lift #0970
2006	Eagle Model 33D5500 1200-25 Portable Crusher #0483
2002	Powerscreen Model Chieftain 1400 Screening Plant
2005	Case Model 650K LGP Series II Dozer #2600
1997	John Deere Model 450G Dozer #7066
2011	Case Model 1V380 Compact Crawler skid steer #1133
2012	Caterpillar Model 257BHF Skid Steer Loader #4889
2011	Bobcat Model 8130 Skid Steer Loader #9327
2004	Caterpillar Model 246 Skid Steer Loader #4
2002	Volvo Model L-90D Loader #4057
2004	Case Model 621D Wheel Loader #1
2004	Case Model 621D Wheel Loader #2
2000	TCM Model E820 Articulated Loader #0596
2005	Volvo Model L60E Wheel Loader #9
2006	Hyundai Model HL760-7 Wheel Loader #4
2001	PSI Model MG61B Motor Grader
2014	Magnum Model RPQ30 Multi-Processor Shear
2015	Hyundai Mini Excavator R160-9A ME#0181
2015	Hyundai Mini Excavator R160-9A ME#0184
2014	Caterpillar 279D Enclosed Track skid steer #0759
2015	Caterpillar 259D 2 Spd WideTrack skid steer #2875
2014	Caterpillar 259D 2 Spd Track Skid steer #1337

2014	Takeuchi TL8 2Spd Compact Track Skid steer #0441
2015	Komatsu PC360LC-10 Excavator
2017	Doosan DX225LC Excavator
2002	Kobelco 290 SK290LC Excavator #19
2010	Link Belt 130LX Excavator #21
2008	Case CX160LC Excavator #15
2008	Case CX160LC Excavator #3
2006	Case CX160LC Excavator #26
1999	Cat236 Wheeled Skid Steer #9
2014	Cat277B Hard Tire Skid Steer #5
2001	ASV RC-30
2003	CAT236 Wheeled Skid Steer #13
2014	CAT226 Skid Steer #11
2000	Case 1825B Loader #16
2018	National 5700DL Battery Ride on Floor Scraper with Hydraulic Slide Plate
2018	National 8000 Propane Powered w/25 HP Kawasaki Engine & RSCR8PBB Hydraulic Slide Plate
2019	Kubota KX0057-4R1A
2019	Kubota L4060GST
	Sany SY 135C Excavator
	DUMP TRUCK
1999	International 4700
1999	International 4700
2006	Mack Tri Axle
2006	Mack Tri Axle
1999	Peterbilt
1999	Volvo
2007	Peterbilt
2000	Volvo
2006	Ford
	ROLL OFF
2006	Volvo
2003	Kenworth
2000	Kenworth
2019	Freightliner
2020	Peterbilt Series 567
2013	Freightliner Coronado
	SERVICE TRUCK

2015	Ford F-250
2013	Dodge Ram 3500
2013	Dodge Ram 3500
2013	Dodge Ram 3500
2013	Dodge Ram 3500
2017	Dodge Ram
2005	International Utility Truck
	SEMI TRANSPORT
2012	Freightliner CA125DC
2013	Freightliner CA125DC
2003	Kenworth Transport
2013	Freightliner CA125DC
2002	Kenworth Transport
	Trailers
2004	Eager Beaver 25 TN
1999	Eager Beaver 25 TN
2002	Eager Beaver 25 TN
2005	Eager Beaver 20 TN
	WATERBUFFALO
2002	HMDE Waterbuff
2000	Draggin Waterbuff
2006	Waterbuff
2007	Waterbuff
	DUMP TRAILERS
2018	Big Tex 25
2018	Big Tex 25
2003	Load-Dump
2004	Romc Semi End 40CY
2006	Romc 44CY
	HEAVY TRAILERS
2000	Fontaine Lowboy 35TN
2001	Fruehauf Flatbed
2000	Fruehauf Semitrailer
2000	Fruehauf Adv Trailer
2003	Landoll 25 Ton
2005	Hoop
2012	PJ Channel 10x77
2005	Font Lowboy 55TN

State Certifications and Licenses

State of Florida Department of State

I certify from the records of this office that CROSS ENVIRONMENTAL SERVICES, INC. is a corporation organized under the laws of the State of Florida, filed on February 10, 1988.

The document number of this corporation is M67631.

I further certify that said corporation has paid all fees due this office through December 31, 2023, that its most recent annual report/uniform business report was filed on February 10, 2023, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Tenth day of February, 2023*



Secretary of State

Tracking Number: 4264862008CC

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

CONSTRUCTION INDUSTRY LICENSING BOARD

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

BISTON, CLYDE ALAN

CROSS ENVIRONMENTAL SERVICES INC
39646 FIG AVENUE
CRYSTAL SPRINGS FL 33524

LICENSE NUMBER: CGC062981

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com



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Ron DeSantis, Governor

Melanie S. Griffin, Secretary



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

ASBESTOS LICENSING UNIT

THE ASBESTOS CONTRACTOR HEREIN IS LICENSED UNDER THE
PROVISIONS OF CHAPTER 469, FLORIDA STATUTES

(INDIVIDUAL MUST MEET ALL LOCAL LICENSING
REQUIREMENTS PRIOR TO CONTRACTING IN ANY AREA)

BISTON, CLYDE ALAN

CROSS ENVIRONMENTAL SERVICES, INC.
39646 FIG AVENUE
PO BOX 1299
CRYSTAL SPRINGS FL 33524

LICENSE NUMBER: CJC049572

EXPIRATION DATE: NOVEMBER 30, 2024

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Ron DeSantis, Governor

Julie I. Brown, Secretary



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

ASBESTOS LICENSING UNIT

THE ASBESTOS BUSINESS ORGANIZATION HEREIN IS LICENSED UNDER THE
PROVISIONS OF CHAPTER 469, FLORIDA STATUTES

CROSS ENVIRONMENTAL SERVICES, INC.

CLYDE A. BISTON
P O BOX 1299
CRYSTAL SPRINGS FL 33524

LICENSE NUMBER: ZA0000009

EXPIRATION DATE: NOVEMBER 30, 2023

Always verify licenses online at MyFloridaLicense.com



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United States Environmental Protection Agency

This is to certify that

Cross Environmental Services, Inc.

has fulfilled the requirements of the Toxic Substances Control Act (TSCA) Section 402, and has received certification to conduct lead-based paint activities pursuant to 40 CFR Part 745.226

In the Jurisdiction of:

All EPA Administered Lead-based Paint Activities Program States, Tribes and Territories

This certification is valid from the date of issuance and expires October 05, 2024

LBP-1890-2

Certification #

September 20, 2021

Issued On



A handwritten signature in black ink that reads "Michelle Price".

Michelle Price, Chief

Lead, Heavy Metals, and Inorganics Branch

Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/17/2023

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 Sterling Seacrest Pritchard, Inc. 3111 W Dr Martin Luther King Jr Blvd Suite 350 Tampa FL 33607	CONTACT NAME: Faridah Kanchwala PHONE (A/C, No, Ext): 813-498-1197 FAX (A/C, No): E-MAIL ADDRESS: Fkanchwala@sspins.com
	INSURER(S) AFFORDING COVERAGE
INSURED Cross Environmental Services, Inc. P.O. Box 1299 Crystal Springs FL 33524	INSURER A: Zurich American Insurance Co INSURER B: Zurich-American INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: 1179664292 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 <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Max Agg 10M/Pol <input checked="" type="checkbox"/> Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PERC <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: XCU Included			GPL 0908543-04	3/1/2023	3/1/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 6,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 Deductible B/IFD \$ 5,000/claim
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BAP0551277-04	3/1/2023	3/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Includes MCS 90 \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			SXS090854203	3/1/2023	3/1/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A	WC 0908541-04	3/1/2023	3/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	<input checked="" type="checkbox"/> Pollution Liability <input checked="" type="checkbox"/> Professional Liability			GPL 0908543-04	3/1/2023	3/1/2024	Per Incident 2,000,000 Per Incident 2,000,000 Deductible 5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 The following applies when required in a written contract or agreement: Certificate holder and owner are included as additional insureds on a primary and non-contributory basis with respect to General Liability (including completed operations), Auto Liability and Umbrella. Waiver of subrogation is provided on General Liability, Auto Liability, Umbrella and Workers Compensation.

CERTIFICATE HOLDER City of Lake City Procurement Dept. 2nd Floor 205 N. Marion Ave. Lake City FL 32055	CANCELLATION 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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Bonding



3111 West Dr Martin Luther King Jr Boulevard Suite 350
Tampa, FL 33607

813.498.6275 office
813.464.8182 fax

www.sspins.com

April 17, 2023

[REDACTED]

RE: Cross Environmental Services, Inc.
Status of Bondability

To Whom It May Concern:

Sterling Seacrest Pritchard is proud to represent Cross Environmental Services, Inc. We consider them to be a premier contractor in their field and we do not hesitate to recommend them for you project needs.

We have a bond program established with Old Republic Insurance Company, allowing for single bonds up to \$12,000,000 and an aggregate program of \$25,000,000. Old Republic Insurance Company is an A.M. Best rated company of "A+, XV" and is listed in the Department of the Treasury Federal Registry with underwriting limitations of \$142,639,000.

As always, Old Republic Insurance Company reserves the right to perform standard underwriting at the time of any bond request. This includes but will not be limited to the acceptability of the contract documents, bond forms and project financing. We assume no liability for any reason if we do not execute the bonds as requested. This letter is not an assumption of liability, nor should it be considered a bid, payment, or performance bond. If you should have any questions, please do not hesitate to contact us.

Sincerely,

Sterling Seacrest Partners

A handwritten signature in blue ink, appearing to read "James Congelio", is written over the typed name.

James N. Congelio



File Attachments for Item:

5. Approval of job descriptions for the City Manager, City Clerk, Human Resources, Finance and Information Technology Departments. The Human Resources Department is in the process of reviewing all job descriptions for positions that were approved in the FY 23-24 Budget. In accordance with the City's Personnel Manual, the job descriptions will be presented for each departments for council review over the next three agendas.

MEETING DATE

CITY OF LAKE CITY

Report to Council

COUNCIL AGENDA	
SECTION	
ITEM NO.	

SUBJECT: Job Descriptions

DEPT / OFFICE: City Manager

Originator: Dee Johnson		
City Manager	Department Director City Manager	Date 11/2/2023
Recommended Action: Approve job descriptions for FY 2023		
Summary Explanation & Background: Council approved job positions for the FY 2023. Job descriptions were not included and approved per Personnel Manual 4.06.		
Alternatives: None		
Source of Funds: N/A		
Financial Impact: N/A		
Exhibits Attached: Job Descriptions		

CITY MANAGER

Position Schedule

ACCOUNT	POSITION	FY 2023 BUDGET	FY 2024 BUDGET
001.02.512	ASSISTANT CITY MANAGER	1	1
	CITY MANAGER	1	1
	COMMUNITY PROGRAM DIRECTOR	1	1
	GRANT WRITER	1	0
	EXECUTIVE ASSISTANT	1	1
	TOTAL	5	4

City of Lake City, FL

Classification Description

Classification Title: ASSISTANT CITY MANAGER
Department: OFFICE OF THE CITY MANAGER

Pay Grade: ~~Open~~ - 21
FLSA Status: Exempt

General Description

This is administrative and technical management work requiring independent judgment and a high degree of responsibility in assisting the City Manager in performing functions and activities necessary for the effective operation of the City. Work is performed under the general direction of the City Manager who reviews work performance through observation, conferences, reports, and results obtained.

Nature of Work

Essential Functions:

- Coordinates, assigns, and directs the overall activities of assigned City departments.
- Serves as a liaison between departments and the City Manager. Reviews and evaluates reports from departments, recommends revisions or further research, and approves drafts and reports.
- Assists and monitors tasks assigned to departments.
- Handles citizen's complaints as directed by the City Manager.
- Attends regular and special meetings of the City Council as directed by the City Manager. Represents the City Manager at various meetings, including interdepartmental, intergovernmental and civic group meetings.
- Conducts administrative studies and analyses and develops recommendations as assigned by the City Manager.
- Submits oral and written reports to the City Manager on a variety of special assignments.
- Assists the City Manager in coordinating activities with other governmental bodies.
- Serves as project manager or coordinator for special activities as assigned by the City Manager.
- Develops procedures for implementing changes in organization and administrative systems as directed by the City Manager.
- Assists in the preparation of annual budgets as required. Administers performance evaluations of department directors under his/her supervision.
- Possesses the power and authority, as assigned by the City Manager, to execute all powers and duties of the City Manager. Performs related work as required.

- Acts as City Manager in the absence of the City Manager.

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

Minimum Qualifications: Graduation from an accredited college or university with a Bachelor's degree in Public or Business Administration or a field relating to the area of supervision. Related work experience can substitute on a year for year basis for formal education requirements. Must have eight (8) years of experience in field related to the departments which are supervised by this position.

ESSENTIAL PHYSICAL SKILLS

- Acceptable eyesight (with or without correction)
- Acceptable hearing (with or without a hearing aid)
- Ability to communicate both orally and in writing.
- Heavy (45 pounds and over) lifting and carrying
- Depth perception
- Distinguish colors
- Driving
- Climbing, Walking, Standing, Bending
- Tasting, Smelling

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 may change. By signing below, I am indicating I have read and concur with the above description of my job.

Print Name

Signature

Date

City of Lake City, FL

Classification Description

Classification Title: CITY MANAGER
Department: OFFICE OF THE CITY MANAGER

Pay Grade: Open
FLSA Status: Exempt

General Description

Directs, manages and coordinates the administration of the City of Lake City in accordance with the policies determined by the City Charter and the City Council.

Highly responsible administrative and technical management work directing city affairs and implementing policies set forth by the Mayor and City Council. Work is performed independently within general policies established by the Mayor and City Council.

Nature of Work

Essential Functions:

- Plans, organizes, directs and coordinates the activities of City Departments.
- Assists Council members in developing major policies for the general direction of City affairs, for planning long range programs and for making difficult administrative decisions
- Delegates authority for the performance of lesser administrative and technical activities and work, and emphasizes general administration and coordination.
- Administers and implements directives and policy decisions and supervises all departments and employees.
- Coordinates policy and budgetary matters.
- Confers with and advises department heads on problems related to the operation and direction of various City programs, develops and installs work procedures, forms and methods.
- Directs and reviews preparation of the annual City budget, directs City personnel practices, including administration of the position classification and pay plan.
- Receives requests and complaints from the public concerning administrative action of the various departments, follows up on the correct action and sees that replies to inquiries are given.
- Performs organizational and procedural analyses of the City departments.
- Gathers information, prepares reports and makes recommendations.
- Attends meetings of professional organizations and speaks before local civic groups on various aspects of City government.

- Confers with representatives of federal, state, and city agencies on matters pertaining to a number of City programs.

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

KNOWLEDGE, SKILLS, AND ABILITIES

Equipment:

Critical Skills/ Expertise: All employees must possess knowledge of general written standards and procedures utilized, and have the ability to read, interpret, and follow procedural and policy manual related to the job tasks. The abilities expected of all employees include being able to respond to supervision, guidance and direction of superiors in a positive, receptive manner and in accordance with stated policies, be appropriately groomed and attired so as to present a professional image in accordance with the organization's mission, goals, and policies; report for work promptly and properly prepared at the time and place required by the assignment or orders; notify the appropriate supervisor of intended absences in accordance with stated rules; conform with standards and rules regarding use of accrued time; demonstrate a polite, helpful, courteous, and professional image when engaged in any activity with the public; operate and care for equipment to manufacturer's specifications and/or within the specified parameters and in accordance with policies; demonstrate an understanding, consideration, and respect of cultural, religious, and gender differences when interacting with the public and colleagues. Critical skills/expertise identified for this job include:

- Extensive knowledge of modern principles and practices of public administration;
- Extensive knowledge of municipal structural and functional organization and interrelationships of City Departments;
- Thorough knowledge of charter provisions, ordinances, and state laws governing the administration of City government;
- Thorough knowledge of the functions, organization, staffing, and operating procedures of various City departments;
- Technical knowledge of fields relating to the various departments under his/her immediate supervision;
- Ability to plan, assign, delegate, and direct the work of administrative and supervisory personnel;
- Ability to conduct special studies, to analyze and interpret findings, to solve administrative problems, and prepare reports;
- Ability to communicate clearly and concisely, orally and in writing; and
- Ability to develop and maintain effective working relationships with public officials, department directors, representatives of other organizations, and the general public.

Minimum Qualifications: Graduation from an accredited four/year college or university with a Bachelor's degree and have either ten (10) years progressively responsible experience in municipal or corporate management work in a senior management position; or any equivalent combination of training and experience. Must possess or be able to obtain a valid Florida Driver's License.

ESSENTIAL PHYSICAL SKILLS

- Acceptable eyesight (with or without correction)

- Acceptable hearing (with or without hearing aid)
- Ability to communicate both orally and in writing

Environmental Conditions:

- Works inside in an office setting

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 may change. By signing below, I am indicating I have read and concur with the above description of my job.

Print Name

Signature

Date

City of Lake City, FL

Classification Description

Classification Title: COMMUNITY PROGRAM DIRECTOR
Department: CITY ADMINISTRATION

Pay Grade: 49-13
FLSA Status: Exempt

General Description

Under general direction of the City Manager, the Community Program Director performs a diverse variety of technical, financial and administrative functions in the areas of recreational facilities rentals, community events, and community redevelopment agency (CRA) programs. Plans, organizes, implements, directs, and manages the Community Programming of the City, which includes, special events and rental of city facilities. Administers grant funding programs including the Small Cities Community Development Block Grant (CDBG), Brownfields, and other assigned miscellaneous grants; coordinates public/private partnerships with private sector entities including residential developers, businesses, nonprofit organizations and lending institutions; prepare and make presentations or assist the City Manager or his/her designee with presentations to Mayor and City Council, neighborhood organizations, business groups and non-profit organizations.

Essential Functions:

- Directs, supervises and ensures successful implementation of City-wide programming and/or community events at multiple park locations.
- Studies and analyzes program participation and attendance; prepares weekly and monthly reports of participation and revenues; prepares recommendations and reports for both short and long-term action required to meet the recreation needs of the community as revealed through these studies; works with staff, professional instructors and trained volunteers in initiating and implementing programs.
- Acts as project leader for new initiatives and community events.
- Administers all rentals of city facilities and parks.
- Directs and implements the look and production of all CRA products including publications, ads, website, collateral materials, and program initiatives.
- Coordinates and supports development of professional and business organizations, coordinating with outside financial and political organizations. Coordinates facility improvements and manages special events to further the City's economic and community redevelopment goals and objectives.
- Creates and coordinates projects and programs pursuant to the CRA Master Redevelopment Plan 2011.

- Coordinates and directs special community events independently or in partnership with other external agencies.
- Assists in preparing City Manager and CRA annual operating budget and reports.
- Prepare RFQ's for rental facilities maintenance/repair work.
- Coordinates Community Development Block Grant and other grants.
- Assists with development of city marketing materials.
- Administers the City's social media platforms.
- Studies and analyzes program participation and attendance; prepares weekly and monthly reports of participation and revenues; prepares recommendations and reports for both short and long-term action required.
- Performs other related duties 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 marginal duties as required.)

KNOWLEDGE, SKILLS, AND ABILITIES

Equipment: Uses small office equipment, including copy machines or multi-line telephone systems. Uses highly technical computer applications, such as GIS or CAD.

Critical Skills/ Expertise: All employees must possess knowledge of general written standards and procedures utilized, and have the ability to read, interpret, and follow procedural and policy manual related to the job tasks. The abilities expected of all employees include being able to respond to supervision, guidance and direction of superiors in a positive, receptive manner and in accordance with stated policies, be appropriately groomed and attired so as to present a professional image in accordance with the organization's mission, goals, and policies; report for work promptly and properly prepared at the time and place required by the assignment or orders; notify the appropriate supervisor of intended absences in accordance with stated rules; conform with standards and rules regarding use of accrued time; demonstrate a polite, helpful, courteous, and professional image when engaged in any activity with the public; operate and care for equipment to manufacturer's specifications and/or within the specified parameters and in accordance with policies; demonstrate an understanding, consideration, and respect of cultural, religious, and gender differences when interacting with the public and colleagues. Critical skills/expertise identified for this job include:

- Knowledge of modern personnel management practices;
- Ability to develop innovative ways of generating revenues for downtown initiatives;
- Skill in dealing with community groups and individuals; and
- Skill in developing subordinate staff to plan and carry out programs.

- Knowledge of Federal Housing and Community Development Program;
- Skill in use of a personal computer;
- Skill in public relations;
- Ability to work with all levels of city personnel tactfully and courteously;
- Ability to meet multiple deadlines;
- Ability to research and analyze data, situations, and to make recommendations; and
- Ability to interpret and communicate city policies and procedures, and ability to solve problems and be detail oriented.

Minimum Qualifications: Graduation from an accredited four/year college or university with major course work in public or business administration, recreation management, marketing, planning, or a closely related field; Three (3) to five (5) years of experience in recreation programming or facility management. Experience must have included budget preparation and fiscal management responsibility. Additional qualifying experience or completion of coursework at an accredited college or university in a job-related field, may substitute on a year-for-year basis for the required experience or education.

ESSENTIAL PHYSICAL SKILLS

- Acceptable eyesight (with or without correction)
- Acceptable hearing (with or without a hearing aid)
- Ability to communicate both orally and in writing
- Heavy (45 pounds and over) lifting and carrying
- Depth perception
- Distinguish colors
- Driving
- Climbing, Walking, Standing, Bending

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 may change. I acknowledge and concur with the above description of my job.

Employee Name Printed

Employee Signature

Date

City of Lake City, FL

Classification Description

Classification Title: EXECUTIVE ASSISTANT
Department: CITY MANAGER

Pay Grade: ~~10-13~~
FLSA Status: Non-Exempt

General Description

This is a highly professional position, assisting the City Manager of the department with the daily activities of the City department. This position is directly responsible to the City Manager.

Nature of Work

Essential Functions:

- Assists the City Manager with day-to-day operations of the department, including but not limited to, administration, grants, payroll, policies, procedures, and programs.
- Communicates clearly, concisely and in a diplomatic manner, both verbal and written presenting a positive image of the city.
- Maintains the office appointment calendar for department. Assists with department scheduling.
- Prepares articles for publication.
- Prepares business correspondence, memos, documents, forms and reports.
- ~~Prepares agenda correspondence for City Council agenda packets. Prepares City Council agenda packets.~~ Prepares agenda correspondence for City Council agenda packets and assists with preparation of City Council agenda packets.
- Processes payroll for Administrative Office.
- Makes all travel arrangements, registrations and reservations for City manager
- Answers questions and provides information to the public

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

KNOWLEDGE, SKILLS, AND ABILITIES

Equipment: Uses computers for word processing and/or accounting purposes.

Critical Skills/ Expertise: All employees must possess knowledge of general written standards and procedures utilized, and have the ability to read, interpret, and follow procedural and policy manual related

EXECUTIVE ASSISTANT

to the job tasks. The abilities expected of all employees include being able to respond to supervision, guidance and direction of superiors in a positive, receptive manner and in accordance with stated policies, be appropriate groomed and attired so as to present a professional image in accordance with the organization's mission, goals, and policies; report for work promptly and properly prepared at the time and place required by the assignment or orders; notify the appropriate supervisor of intended absences in accordance with stated rules; conform with standards and rules regarding use of accrued time; demonstrate a polite, helpful, courteous, and professional image when engaged in any activity with the public; operate and care for equipment to manufacturer's specifications and/or within the specified parameters and in accordance with policies; demonstrate an understanding, consideration, and respect of cultural, religious, and gender differences when interacting with the public and colleagues. Critical skills/expertise identified for this job include:

- Knowledge of business English and spelling, with the ability to read and comprehend instructions, correspondence, and memos;
- Ability to generate professional business correspondence, including effectively present information or respond to inquiries from customers and other agencies;
- Ability to meet deadlines and prioritize work on a daily basis without a great deal of supervision;
- Ability to learn assigned tasks readily within a reasonable training period;
- Ability to work under pressure and/or frequent interruptions;
- Ability to work well with the public and cooperatively with other departments;
- Effectively problem-solve and deal with conflict in stressful situations;
- Effectively present information and respond to questions from the public, customers, and other city staff members;
- Knowledge of government principles and practices;
- Knowledge of internal control procedures;
- Knowledge of office automation and computers;
- Knowledge of software applications for word processing and spreadsheets

Minimum Qualifications: Two/year Associate Degree from accredited institution or a minimum of five (5) years professional related experience. Supervisory experience required.

ESSENTIAL PHYSICAL SKILLS

- Sitting, standing, walking, stooping, bending, and handling objects
- Ability to communicate both orally and in writing
- Ability to see and hear
- May occasionally need to lift/carry and/or move up to 25 pounds

Environmental Conditions:

- Work is performed in an office setting

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 may change. By signing below, I am indicating I have read and concur with the above description of my job.

Print Name

Signature

Date

CITY CLERK

Position Schedule

ACCOUNT	POSITION	FY 2023 BUDGET	FY 2024 BUDGET
001.03.512	ADMINISTRATIVE ASSISTANT	1	1
	CITY CLERK	1	1
	DEPUTY CITY CLERK	1	1
	RECORDS COORDINATOR	1	0
	RECORDS MANAGEMENT SUPERVISOR	0	1
	TOTAL	4	4

City of Lake City, FL

Classification Description

Classification Title: ADMINISTRATIVE ASSISTANT
Department: VARIOUS

Pay Grade: 6 1
FLSA Status: Non-Exempt

General Description

This is a highly responsible administrative work in assisting supervisors in the performance of managerial duties.

Nature of Work

Essential Functions:

- Prepares time sheets, compiles, calculates, and tracks project hours. Prepares and processes payroll and invoices for the department.
- Prepares documents, composes letters, and maintains office files, reports and technical information. Types correspondence for director and all supervisors.
- Processes invoices, codes and checks for accuracy, and posts on ledger.
- Assists with training of directors and other key personnel.
- Prepares and coordinates material for publicity, press releases and provides liaison between the City and public daily on various topics.
- Performs research, analysis data, coordinates with City departments on cross-departmental issues affecting the City. Creates and maintains project files and departmental records.
- Maintains appointment calendars and schedules appointments.
- Receives and screens calls and refers calls to other employees. Communicates with citizens and responds to inquiries regarding the operation of the City.
- Coordinates, plans, and participates in special events, awards, activities and programs as to promote and coordinate activities in the City.
- Assists in preparation of the Department's annual budget and monitoring of funds by collecting information, researching specific resources.
- Attends City Council meetings, conferences, committee, and staff meetings to gather information and provide administrative assistance. Takes notes and minutes of meetings and functions as required.
- Orders and maintains office supplies and other departmental materials.

ADMINISTRATIVE ASSISTANT

- Communicates clearly and professionally in person, by telephone and in writing, prepares slides, flip charts and other graphic materials necessary to convey concepts and ideas.

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

KNOWLEDGE, SKILLS, AND ABILITIES

Equipment: Uses small office equipment, including copy machines or multi-line telephone systems. Uses computers for word processing and/or accounting purposes.

Critical Skills/ Expertise: All employees must possess knowledge of general written standards and procedures utilized, and have the ability to read, interpret, and follow procedural and policy manual related to the job tasks. The abilities expected of all employees include being able to respond to supervision, guidance and direction of superiors in a positive, receptive manner and in accordance with stated policies, be appropriate groomed and attired so as to present a professional image in accordance with the organization's mission, goals, and policies; report for work promptly and properly prepared at the time and place required by the assignment or orders; notify the appropriate supervisor of intended absences in accordance with stated rules; conform with standards and rules regarding use of accrued time; demonstrate a polite, helpful, courteous, and professional image when engaged in any activity with the public; operate and care for equipment to manufacturer's specifications and/or within the specified parameters and in accordance with policies; demonstrate an understanding, consideration, and respect of cultural, religious, and gender differences when interacting with the public and colleagues. Critical skills/expertise identified for this job includes:

- Knowledge of modern business management and the principles and practice of public administration or related field.
- Knowledge of sources of information related to problems of local government;
- Ability to write and produce clear and concise reports, publications, memoranda and letters;
- Ability to develop and maintain effective working relationships with media representatives, and with department personnel;
- Ability to communicate clearly with the general public;
- Ability to work with all levels of city personnel tactfully and courteously;
- Ability to meet multiple deadlines;
- Ability to research and analyze data, situations, and to make recommendations;
- Ability to work with a variety of financial reports and data;
- Ability to interpret and communicate city policies and procedures, and ability to solve problems and be detail oriented;
- Ability to communicate clearly in both verbal and written form; and
- Ability to remain courteous in stressful situations.

Minimum Qualifications: Must be a high school graduate or possess a General Education Diploma (GED) and three (3) years experience involving secretarial/clerical duties including the operation of a personal computer, keyboard, or similar data entry equipment Must possess a valid Florida Operators Driver's License.

ESSENTIAL PHYSICAL SKILLS

- Acceptable eyesight (with or without correction)
- Acceptable hearing (with or without hearing aid)

ADMINISTRATIVE ASSISTANT

- Ability to communicate both orally and in writing
- Sitting for extended periods of time

Environmental Conditions:

- Works inside in an office setting

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.

City of Lake City, FL

Classification Description

Classification Title: CITY CLERK (Appointed)
Department: CITY CLERK

Pay Grade: SET BY COUNCIL
FLSA Status: Exempt

General Description

This is a highly responsible legal, technical and administrative and supervisory role as recording secretary of the Municipal Corporation, Elected Officials and Official Records Custodian. Work in this class is distinguished by its responsibility for managing, organizing, coordinating, and carrying out designated municipal responsibilities and maintaining custody, recording, and documenting of official City records. responsible to the City Council for the lawful, effective and efficient management of all functions of the City Clerk's Office in accordance with the City Charter, Code of Ordinances, and applicable Florida Statute.

This position serves as the primary source of information for historical, legislative or electoral services; conduct and preserve the integrity of elections; and provide these services in an efficient, timely and courteous manner.

Nature of Work

Essential Functions:

- ~~• Attends all on site and off site regular session, special called sessions, workshops and appointed committees of the City Council; takes minutes and records meetings. Takes roll call, and records voting of meetings. Maintains the official Minutes Book of the City Council. Prepares certification of extracts from minutes as required. Maintains necessary indexes of minutes.~~
- Attends all meetings of the City Council, records and maintains official records and actions of the City Council in their proceedings.
- Serves as recording secretary to and maintains journals of meetings of the Advisory Boards appointed by the mayor and/or council. (Beautification Committee, Housing Committee, Downtown Development, Airport Committee, Public Safety Committee, Utility, Recreation, CRA, Finance Audit, Budget Committee, Joint City/County Committees, and other committees or sub-committees as necessary).
- Attends and maintains the proceedings, agenda packets, minutes, presentations, etc. of all advisory boards and committees established by the City Council.
- Serves as custodian of the City Seal. and as such reviews and executes all City documents, such as ordinances, resolutions and other legal documents. Prepares and publishes public and legal notices as required. Maintains all files and all contracts, deeds, easements, journals, records and documents of the City.
- Responsible for certifying by signature the correctness of Council proceedings, and for obtaining the signature of the presiding officer of the City Council and the City Attorney.
- Coordinates with the City Manager in the preparation of the City Council meeting agendas and related support documents for City Council meetings.

- Responsible for the preparation and publication of all public notices as required by the City Charter or by Florida Statute.
- ~~Serves as an information source for citizens. Responds to Public Records and Information Requests and performs appropriate research in response to the requests.~~
- Responds to public records requests in a timely manner and in accordance with the state's Florida public records laws.
- ~~Coordinates with the County Supervisor of Elections for all municipal elections with responsibility for advertisements and dates relating to City elections. Establishes procedures for election tabulations for presentation to Council.~~
- Conducts municipal elections exercising all authority not reserved to the Columbia County Supervisor of Elections. Administers City elections. Qualifies all candidates, receives and maintains candidate's reports, and assists City Council with Canvassing Board meetings.
- Administers and records oaths of office.
- ~~Distributes and assists in the final filing of Financial Disclosure, voting conflict of interest, and related forms for municipal officials.~~
- Maintains and updates the City Code as necessary. Supervises and directs codification of the City Code. of Ordinances of the City.
- ~~Responsible for conducting research for the City Clerks and the City Council budget. Responsible for the preparation and presentation of the City Clerk and the City Council budget. Responsible for purchasing budgeted items throughout the fiscal year and processing the invoices for payment.~~
- Prepares and monitors the City Clerk and City Council budget and manages expenses effectively.
- Serves as the Official Records Custodian and the RMLO (Records Management Liaison Officer). Maintains inventory of all official records within the City; ~~images, codes, stores, and disposes of records as appropriate.~~
- Prepares and maintains various files; directs records management functions.
- Responsible for the retention and disposition of City records.
- ~~Trains City staff in official record keeping procedures to ensure compliance with accepted practices and Charter requirements as well as disposal of public records.~~
- ~~Serves as custodian of the City Seal, and as such reviews and executes all City documents, such as ordinances, resolutions and other legal documents. Prepares and publishes public and legal notices as required. Maintains all files and all contracts, deeds, easements, journals, records and documents of the City.~~
- Coordinates, plans, and works with the City Attorney as necessary.
- ~~Assists with the preparation of council meeting agendas and supporting documents for regular and called council meetings.~~

- ~~Responsible for the formulation and distribution of a calendar outlining all scheduled meetings, events, training, and workshops for council.~~
- ~~Responsible for notification of the City Manager in regards to time off from work.~~
- Notifies the City Council of all vacancies on appointed boards or committees established by the City Council.
- Trains, develops, and appraises staff effectively.
- Directs and coordinates staff assignments.
- Develops and implements departmental policies and procedures to ensure the efficiency and professionalism of the department.
- Advises City Council and City management of potential risks.
- Keeps up to date on information and technology affecting functional areas to increase innovation and ensure compliance.
- Performs other duties as assigned or required by the City Council. ~~that constitute official City business as may be assigned by City Council.~~

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

KNOWLEDGE, SKILLS, AND ABILITIES

Equipment Uses small office equipment, including copy machines, scanners or multi-line telephone systems. Uses computers for word processing and/or accounting purposes.

Critical Skills/Expertise: All employees must possess knowledge of general written standards and procedures utilized, and have the ability to read, interpret, and follow procedural and Charter related to the job tasks. The abilities expected of all employees include being able to respond to supervision, guidance and direction of superiors in a positive, receptive manner and in accordance with stated policies, be appropriate groomed and attired so as to present a professional image in accordance with the organization's mission, goals, and policies; report for work promptly and properly prepared at the time and place required by the assignment or orders; conform with standards and rules regarding use of accrued time; demonstrate a polite, helpful, courteous, and professional image when engaged in any activity with the public; operate and care for equipment to manufacturer's specifications and/or within the specified parameters and in accordance with policies; demonstrate an understanding, consideration, and respect of cultural, religious, and gender differences when interacting with the public and colleagues. Critical skills/expertise identified for this job include:

- Integrity;
- Attention to detail;
- Knowledge of laws and regulations governing the publishing, filing, indexing and safekeeping of official city documents;
- Knowledge of Municipal Codes and Ordinances, City Charter, intergovernmental relationships and general procedures of the City;
- Knowledge of municipal election procedures;
- Knowledge of research methods and techniques;
- Ability to communicate effectively, both orally and in writing;

- Ability to conduct research, analyze and present findings in a clear, concise manner;
- Ability to meet the public, to understand their questions, and provide clear answers;
- Considerable knowledge of modern office practices, equipment and methods; and
- Ability to meet successfully with department heads, public officials, and the general public and establish and maintain effective working relationships with these groups.

Minimum Qualifications: ~~Requires a Bachelor's Degree in Business/Public Administration or related field plus five years of experience in governmental management or an equivalent combination of education, training and experience. Certified Municipal Clerk (CMC) certification required or the ability to obtain one within three years. For reasonable cause a certification extension may be granted by majority vote of council. Master Municipal Clerk (MMC) certification preferred. Must have served in a supervisory capacity within a municipal government.~~

A. Education and Experience:

Bachelor's degree in public or business administration or related field plus a minimum of five years of experience in progressively responsible administrative work in a municipal government required; state of Florida experience preferred. Five years' experience in the functions of a City Clerk's Office or governmental management preferred. Experience and knowledge in Florida records management and public records preferred. Proficiency in Microsoft Office Suite required. Any equivalent combination of education and experience may be substituted for the minimum qualifications.

B. Certifications and Licenses: Certified Municipal City Clerk Designation (CMC) with the willingness to actively pursue and attain the Mater Municipal Clerk Designation (MMC) and the Florida Certified Professional Clerk Designation (FCPC). State of Florida Notary Public license and valid Florida Driver's License required at time of appointment.

ESSENTIAL PHYSICAL SKILLS

- Acceptable eyesight (with or without correction)
- Acceptable hearing (with or without hearing aid)
- Ability to communicate both orally and in writing
- ~~Ability to use a computer~~
- Must have the physical ability, strength, capability and flexibility sufficient to perform the job functions in the work environment. Reasonable accommodations will be made for otherwise qualified individual with a disability.

Environmental Conditions:

- Works inside in an office environment

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 may change. By signing below, I am indicating I have read and concur with the above description of my job. Per City Charter Section 306, the council shall establish an appropriate contract for the city clerk, which shall contain the employment conditions, compensation, benefits and such other terms as may be appropriate.

Print Name

Signature

Date

City of Lake City, FL

Classification Description

Classification Title: DEPUTY CITY CLERK
Department: CITY CLERK

Pay Grade: ~~11~~ 15
FLSA Status: Non-Exempt

General Description

This is a highly responsible position performing detailed technical and administrative duties. The position requires the ability to receive general direction and work independently to administer the projects assigned. Work is performed under the general direction of the City Clerk.

Nature of Work

Essential Functions:

- Performs the duties of the City Clerk as required in the event of absence or as directed.
- Assist with the preparation and distribution of Council and other public meeting agenda packets.
- Attends, records and transcribes minutes of all public meetings as required.
- Notices and advertises meeting agendas, legal advertisement, notices of public hearings and special meeting as subject to Florida Law.
- Assign and tracks resolution and ordinance numbers, assisting in the process of obtaining fully executed copies of official documents.
- Aids and assists the City Clerk in official proceedings.
- Performs certification as required on legal documents.
- Prepares proclamations, special event letters, memorandums or reports as needed.
- Assists with the administration of the City's Public Records platform, including staff training on Public Records and Sunshine Law.
- Processes and responds to public information requests in compliance with public records laws. Collect funds and post payments for requests as needed.
- Assists with the administration of the City's records management program, including staff training and archival and disposal according to state regulations.
- Assists with the City's historical archives to verify proper cataloging of historical documents to ensure preservation.
- Imaging City documents, indexing and providing quality assurance of images scanned.

- Assists with the municipal election (candidate qualifying, intake of campaign treasurer reports and other election duties as assigned).
- Provides customer service function, responds to routine questions or complaints and initiates problem resolution.
- Researches code books, imaging system records, meeting minutes or other resources as needed; prepares timetables for projects.
- Assists in the preparation of the departmental budget.
- Assists in updating the City's website. ~~and Facebook content.~~
- Prepare and process departmental payroll and purchase orders as needed.
- Coordinates, plans and works with the City Attorney as necessary.
- Assists with special projects assigned by the Clerk's office to achieve the City's long and short-term goals.
- Monitors and stays current with technology and practices and related to the City Clerks Office.
- Provides administrative support to the City Clerk, Mayor and City Council.
- Serves as a Notary Public.
- Performs other duties 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 all duties as assigned.)

KNOWLEDGE, SKILLS, AND ABILITIES

Equipment: Uses small office equipment, including copy machines, scanners or multi-line telephone systems. Uses computers for word processing.

Critical Skills/ Expertise: All employees must possess knowledge of general written standards and procedures utilized, and have the ability to read, interpret, and follow procedural and policy manual related to the job tasks. The abilities expected of all employees include being able to respond to supervision, guidance and direction of superiors in a positive, receptive manner and in accordance with stated policies, be appropriate groomed and attired so as to present a professional image in accordance with the organization's mission, goals, and policies; report for work promptly and properly prepared at the time and place required by the assignment or orders; notify the appropriate supervisor of intended absences in accordance with stated rules; conform with standards and rules regarding use of accrued time; demonstrate a polite, helpful, courteous, and professional image when engaged in any activity with the public; operate and care for equipment to manufacturer's specifications and/or within the specified parameters and in accordance with policies; demonstrate an understanding, consideration, and respect of cultural, religious, and gender differences when interacting with the public and colleagues. Critical skills/expertise identified for this job include:

- Must have the ability to perform office duties as expected
- Must have working knowledge of the principles and practices of modern records management techniques, including legal requirements for recording and retention
- Ability to accurately record and maintain records
- Ability to work night hours and varying work schedules
- Ability to meet short City Council and board/committee deadlines
- Knowledge of laws and regulations governing the publishing, filing, indexing and safekeeping of official city documents
- Knowledge of Municipal Codes and Ordinances, City Charter, intergovernmental relationships and general procedures of the city
- Knowledge of Public Records and Sunshine Law
- Knowledge of research methods and techniques
- Ability to communicate effectively, both orally and in writing.
- Ability to conduct research, analyze and present findings in a clear, concise manner
- Ability to meet the public, to understand their questions, and provide clear answers
- Ability to meet successfully with department heads, public officials, employees, and the general public and maintain effective working relationships with these groups
- Ability to prioritize and prepare reports and memos, either as directed, or by own initiative

Minimum Qualifications: Associates degree in Business or Public Administration or related area and a minimum of ~~four (4)~~ five (5) years experience in progressively responsible related governmental/business administrative work. A comparable amount of training, education or experience can be substituted for the minimum qualifications. Certified Municipal Clerk (CMC) designation strongly preferred or the ability to obtain the Certified Municipal Clerk (CMC) designation within three years of employment; Non-certified applicants must be willing to actively pursue certification. Demonstrated computer literacy with standard software packages (e.g., word processors, email, spreadsheet applications, Internet usage, digital records management, and agenda management programs). State of Florida Notary Public Commission required within six months of employment. ~~Must be bondable.~~ Valid Florida Driver's License required at time of employment.

ESSENTIAL PHYSICAL SKILLS

- Acceptable eyesight (with or without correction)
- Ability communicate both orally and in writing
- Ability to access file cabinets for filing and retrieval of data
- Ability to sit at a desk and view a display screen for extended periods of time
- Ability to access input and retrieve information from a computer

Environmental Conditions:

- Works inside in an office environment

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 may change. By signing below, I am indicating I have read and concur with the above description of my job.

Name: _____

Date: _____

Signature: _____

City of Lake City, FL

Classification Description

Classification Title: ~~RECORDS COORDINATOR~~ Records Management Supervisor

Pay Grade: ~~7~~ 9

Department: CLERK

FLSA Status: ~~Non-Exempt~~

General Description

Advanced administrative, clerical, records management and some auditing work involving various functions and responsibilities of the City Clerk's Office. Coordinate Records Management within all City Departments which includes training, records storage, retention and destruction according to General Records Schedules. Responsible for archiving of records inclusive of records with historical value to ensure information is processed efficiently and effectively. Responsible for processing, tracking and complying with public records requests. Work is performed under the general supervision of the City Clerk.

Nature of Work

Essential Functions:

- Responsible for supervision of Administrative Assistant.
- Manages Records Storage Center inclusive of onsite and off-site records.
- Maintain inventory of vital records and records stored at off-site records facility.
- Prepares records disposition schedules for all city records.
- Prepares records for destruction in accordance with approved Florida Records Retention Schedules.
- Performs research on active and inactive records.
- Perform statistical and record keeping functions.
- Assists in coordinating records management training for City staff.
- Prepares reports, researches records, and maintains records and files.
- Attends and participates in meetings as required.
- Ensures compliance with federal, state, and local legal requirement by researching existing and new legislation. Advises management (City Clerk) of actions and potential risks.
- ~~Assists in election duties and procedures.~~
- Keeps up to date on information and technology affecting functional areas to increase innovation and ensure compliance.
- Responsible for imaging of City documents, indexing and providing quality assurance of images scanned. Ensures the security and preservation of records in storage.
- Interacts with the general public, City administration and employees to produce records as required by the Florida Public Records Act.
- Processes, tracks and complies with public record requests via the Public Records Platform.
- Prepares documents for filing, public records viewing and copying.
- Complies and facilitates the retrieval of Public Records in accordance with State law.
- Receive and process payments for records requested.
- Processes, tracks and complies with affidavits, subpoenas, or similar documents.
- Gives general information concerning regulations and office procedures.
- ~~Assist in the Emergency Disaster Preparedness and Response Plan.~~
- With minimal direction, provide administrative support to the City Clerk, Mayor and City Council.

- Greets and assists visitors and staff in a friendly, professional and hospitable manner; provides information as requested.
- Analyzes and helps resolve administrative problems. Develop and coordinate methods and procedural improvements to foster greater productivity.
- Performs various administrative duties: filing, typing, telephone answering, computer input/retrieval.
- Plans, initiates, and carries to completion various administrative assignment.
- Attends training and education opportunities.
- Performs other duties 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 all duties as assigned.)

KNOWLEDGE, SKILLS, AND ABILITIES

Equipment: Uses small office equipment, including copy machines, scanner or multi-line telephone systems. Uses computers for word processing and document imaging software.

Critical Skills/ Expertise: All employees must possess knowledge of general written standards and procedures utilized, and have the ability to read, interpret, and follow procedural and policy manual related to the job tasks. The abilities expected of all employees include being able to respond to supervision, guidance and direction of superiors in a positive, receptive manner and in accordance with stated policies, be appropriate groomed and attired so as to present a professional image in accordance with the organization's mission, goals, and policies; report for work promptly and properly prepared at the time and place required by the assignment or orders; notify the appropriate supervisor of intended absences in accordance with stated rules; conform with standards and rules regarding use of accrued time; demonstrate a polite, helpful, courteous, and professional image when engaged in any activity with the public; operate and care for equipment to manufacturer's specifications and/or within the specified parameters and in accordance with policies; demonstrate an understanding, consideration, and respect of cultural, religious, and gender differences when interacting with the public and colleagues. Critical skills/expertise identified for this job include:

- Must have the ability to perform office duties as expected
- Knowledge of laws and regulations governing the publishing, filing, indexing and safekeeping of official city documents
- Knowledge of Municipal Codes and Ordinances, City Charter, intergovernmental relationships and general procedures of the city
- Knowledge of Florida Retention Schedules
- Knowledge of research methods and techniques
- Ability to communicate effectively, both orally and in writing
- Ability to conduct research, analyze and present findings in a clear, concise manner
- Ability to meet the public, to understand their questions, and provide clear answers
- Knowledge of business English and spelling
- Ability to understand and follow oral and written instructions
- Ability to access, input and retrieve information from a computer
- Ability to learn assigned clerical tasks readily and to adhere to prescribed routine
- Skilled in the use of data input equipment
- Proficiency in Microsoft Office and Excel

Minimum Qualifications: Graduation from an accredited two-year college with major course work in Public Administration or related field and a minimum of five (5) years progressively responsible related governmental/business experience with data processing systems, records management, document imaging, office automation and organization and public records. Any equivalent combination of education

~~and experience may be substituted for the minimum qualifications.~~ Must be a high school graduate or possess a General Education Diploma (GED). ~~and have three (3) years of clerical experience including experience with data processing systems, records management, document imaging, office automation, and organization.~~ Must have valid Florida Driver's License. Must possess a FRMA (Florida Records Management Association) certification or the ability to obtain within three (3) years of employment.

ESSENTIAL PHYSICAL SKILLS

- Acceptable eyesight (with or without correction)
- Acceptable hearing (with or without hearing aid)
- Ability to access, input and retrieve information from a computer
- Ability to learn assigned clerical tasks readily and to adhere to prescribed routines
- Skill in the use of data input equipments

Environmental Conditions:

- Works inside in an office environment

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 may change. By signing below, I am indicating I have read and concur with the above description of my job.

Name: _____ Date: _____

Signature: _____

Revised 8/4/2021 AES
Revised 8/4/2023 AES
Revised 11/2/2023 AES

HUMAN RESOURCES

Position Schedule

ACCOUNT	POSITION	FY 2023 BUDGET	FY 2024 BUDGET
001.04.513	DIRECTOR OF HUMAN RESOURCES	1	1
	HUMAN RESOURCES CLERK	1	1
	HUMAN RESOURCES GENERALIST	1	1
	TOTAL	3	3

City of Lake City, FL

Classification Description

Classification Title: DIRECTOR OF RESOURCES DIRECTOR
Department: HUMAN RESOURCES

Pay Grade: ~~16~~—19
FLSA Status: Exempt

General Description

This is highly responsible managerial and administrative work directing all human resources activities, retirement plans, and benefits. Work is performed under the direction of the City Manager. Director of Human Resources reports to the City Manager.

Nature of Work

Essential Functions:

- Administers various human resources plans and procedures for the City personnel.
- Develops, recommends, maintains and implements the personnel policies and procedures for the City and communicates changes in the policies and procedures to insure proper compliance is followed.
- Responsible for insuring the City follows Federal and State legislation regarding employment.
- Develops and administers an effective recruitment program for all exempt and non-exempt personnel including conducting interviews and background and reference verifications.
- Implements and annually updates the compensation programs which includes conducting wage and salary surveys; administers the classification program, which includes classifying and reclassifying positions, and writing or rewriting job descriptions as necessary.
- Develops and conducts an orientation program for new employees.
- Conducts exit interviews to determine reasons behind separation.
- Formulates recommendations to enhance or solve any administrative, organizational or operational problems that would hinder effective and efficient operations.
- Participates in the budget preparation process.
- Provides employment information pertaining to legal matters.
- Represents the City for any unemployment claims.
- Responds to employee relation issues such as employee complaints and grievances, harassment allegations, and civil rights complaints.
- Responsible for developing and processing employee performance reviews.

- Develops long-range goals and programs for the department.
- Evaluates reports, decisions, and results of department in relation to established goals. Recommends new approaches, policies and procedures to effect continual improvements in the efficiency of the department and services performed.
- Establishes and maintains effective working relationships with public officials, department supervisors, representatives of other organizations and the general public.
- Assesses municipal problems and proposed policies in terms of their financial and administrative impacts to the City.
- Coordinates and administers employee recognition programs, training activities and other City events.
- Administers the benefit programs for the City including medical, dental, vision and life insurance, the retirement plans, educational assistance program, health and fitness incentive program, deferred compensation plan, salary increases and leave benefits.
- Serves as the contact to the benefit providers to resolve related problems and ensure effective utilization of the plan and positive employee relations.
- Develops the organizational structure for the City personnel and recommends any modifications to the City Manager.
- Supervises the staff of the Human Resources Department.
- Establishes and maintains all personnel records.
- Communicates clearly and concisely orally and in writing.

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

KNOWLEDGE, SKILLS, AND ABILITIES

Equipment: Uses small office equipment, including copy machines or multi-line telephone systems. Uses computers for word processing and/or accounting purposes.

Critical Skills/ Expertise: All employees must possess knowledge of general written standards and procedures utilized, and have the ability to read, interpret, and follow procedural and policy manual related to the job tasks. The abilities expected of all employees include being able to respond to supervision, guidance and direction of superiors in a positive, receptive manner and in accordance with stated policies, be appropriate groomed and attired so as to present a professional image in accordance with the organization's mission, goals, and policies; report for work promptly and properly prepared at the time and place required by the assignment or orders; notify the appropriate supervisor of intended absences in accordance with stated rules; conform with standards and rules regarding use of accrued time; demonstrate a polite, helpful, courteous, and professional image when engaged in any activity with the public; operate and care for equipment to manufacturer's specifications and/or within the specified parameters and in accordance with policies; demonstrate an understanding, consideration, and respect of cultural, religious, and gender differences when interacting with the public and colleagues. Critical skills/expertise identified for this job includes:

- Knowledge of governmental operations, management principles, personnel practices and budgetary practices; Federal, State and local laws, rules and regulations as they apply to municipal governments;
- Knowledge of FMLA, FLSA, Affirmative Action, collective bargaining, and other human resources laws and practices;
- Ability to solve management problems;
- Ability to motivate employees;
- Ability to organize and prioritize assignments;
- Ability to deal effectively with difficult situations and individuals;
- Ability to communicate effectively both orally and in writing;
- Ability to make effective public presentations;
- Ability to analyze complex situations and determine the important factors and make good recommendations;
- Skill in interpersonal relationships and management principles;
- Skill in time management and public speaking;
- Skill in conducting meetings; and
- Knowledge of benefits and retirement programs related to State and Municipal Government.

Minimum Qualifications: Graduation from an accredited four-year college or university with a Bachelor's Degree in Business Administration, Public Administration or any equivalent combination of education, and experience that provides the necessary experience and skills for this position. A minimum of five (5) years of supervisory experience. Considerable experience in progressively responsible human resource/management position in municipal government is preferred.

ESSENTIAL PHYSICAL SKILLS

- Acceptable eyesight (with or without correction)
- Acceptable hearing (with or without hearing aid)
- Ability to communicate both orally and in writing

Environmental Conditions:

- Works inside in an office environment

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 may change. By signing below, I am indicating I have read and concur with the above description of my job.

Print Name

Signature

Date

City of Lake City, FL

Classification Description

Classification Title: HUMAN RESOURCE CLERK
Department: HUMAN RESOURCES

Pay Grade: ~~6~~ 1
FLSA Status: Non-Exempt

General Description

Specialized clerical, professional work in Human Resources involving public contact responsibilities in the Human Resources Administration area. This position would be responsible for assisting the Human Resources Department through administrative and clerical work. Work is performed under the direct supervision of the Human Resources Director.

Nature of Work

ESSENTIAL JOB FUNCTIONS

- Prepares and maintains employee records assuring compliance with federal, state and local programs by assisting with proper maintenance of employee personnel files.
- Updates data in the computer to ensure accurate and timely processing of employee information.
- Responsible for daily administrative tasks including but not limited to filing, faxing, copying and organizing departmental files.
- Guards confidentiality of all personnel records.
- Accesses, inputs and retrieves information from a computer.
- Assists in the recruitment effort for all personnel including, assisting in advertising for positions, conducting background and reference checks, and processing appropriate paper work.
- Participates in developing department goals, objectives, and systems.
- Assists in processing all new employees.
- Assists with conducting employee orientation.
- Assists with prospective job candidates.
- Assists with coordinating employee activities and recognition programs
- Communicates to employees on various Human Resource policies, procedures and laws.
- Generates routine and special reports, provides data for special projects and provides information

to Director as requested.

- Performs other related duties 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 marginal duties as required.)

Knowledge, Skills and Abilities:

- Knowledge and understanding of human resource applications.
- Knowledge of City policies, ordinances and labor contracts.
- Knowledge of modern office procedures and practices.
- Ability to implement human resources procedures.
- Skill in using a calculator, computer, printer and photocopier.
- Possess excellent verbal and written communication skills.
- Ability to work in a fast paced environment.
- Possess strong interpersonal skills.
- Ability to work independent as well as in a team environment.
- Ability to communicate orally
- Ability to access file cabinets for filing and retrieval of data
- Ability to access, input and retrieve information from a computer

Minimum Qualifications:

High school graduation or possession of an acceptable equivalency diploma (GED) and three (3) years in a clerical environment experience required. Experience in Human Resources is preferred. Must possess a valid Florida Driver’s License.

ESSENTIAL PHYSICAL SKILLS

- Acceptable eyesight (with or without correction)
- Acceptable hearing (with or without hearing aid)
- Ability to sit at a desk and view a display screen for extended periods of time

Environmental Conditions:

- Works inside in an office environment

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 may change. By signing below, I am indicating I have read and concur with the above description of my job.

Print Name

Date

Signature

City of Lake City, FL

Classification Description

Classification Title: HUMAN RESOURCE GENERALIST
Department: HUMAN RESOURCES

Pay Grade: 9-4
FLSA Status: Non-Exempt

General Description

Specialized clerical and technical work involving public contact responsibilities in the Human Resources Administration area. Work is performed under the direct supervision of the Human Resources Director.

Nature of Work

ESSENTIAL PHYSICAL SKILLS

- Prepares and maintains employee records assuring compliance with federal, state and local programs.
- Updates data in the Human Resources Information System to ensure accurate and timely processing of employee information.
- May assist with processing worker's compensation claims and property and liability claims.
- Processes and records insurance changes and payments.
- Guards confidentiality of all personnel records.
- Accesses, inputs and retrieves information from a computer.
- Prepares and processes retirement and other reports.
- Assists in the recruitment effort for all personnel including, conducting background and reference checks, processing appropriate paper work, explains and answers questions regarding employer benefits programs.
- Participates in developing department goals, objectives, and systems.
- Processes all new employees.
- Assists with conducting employee orientation.
- Assists with coordinating employee activities and recognition programs
- Communicates to employees various Human Resource policies, procedures and laws.

- Generates routine and special reports, provides data for special projects and provides information to Director as requested.
- Performs other related duties 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 marginal duties as required.)

Knowledge, Skills and Abilities:

- Knowledge of understanding of human resource applications.
- Knowledge of worker's compensation, health, liability, and property insurance.
- Knowledge of City policies, ordinances and labor contracts.
- Knowledge of modern office procedures and practices.
- Ability to implement human resources procedures.
- Skill in using a calculator, computer, printer and photocopier.

Minimum Qualifications:

Education and Experience:

High school graduation or possession of an acceptable equivalency diploma (GED) and three (3) years of experience required. (A comparable amount of training, education or experience can be substituted for the minimum qualifications.)

Licenses, Certifications or Registrations:

Must possess a valid Florida Driver's License. Ability to complete certification in Human Resources.

- Acceptable eyesight (with or without correction)
- Acceptable hearing (with or without hearing aid)
- Ability to communicate orally
- Ability to access file cabinets for filing and retrieval of data
- Ability to sit at a desk and view a display screen for extended periods of time
- Ability to access, input and retrieve information from a computer
- Type at a rate of 45 words per minute

Environmental Conditions:

- Works inside in an office environment

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 may change. By signing below, I am indicating I have read and concur with the above description of my job.

Print Name

Date

Signature

FINANCE

Position Schedule

ACCOUNT	POSITION	FY 2023 BUDGET	FY 2024 BUDGET
001.06.513			
	ACCOUNTING CLERK	1	1
	ASSISTANT FINANCE DIRECTOR	1	1
	DIRECTOR OF FINANCE	1	1
	GRANTS PROGRAM SPECIALIST	0	1
	SENIOR ACCOUNTANT	2	2
	TOTAL	5	6

City of Lake City, FL Classification Description

Classification Title: ACCOUNTING CLERK
Department: FINANCE ADMINISTRATION

Pay Grade: 7-2
FLSA Status: Non-Exempt

General Description

Accounting work and functions, including but not limited to, invoice payment, financial database and records maintenance. Must perform daily calculating, posting and verifying duties to obtain primary financial data for use in maintaining accounting. Master all applicable software, organizational processes and procedures. May include but not limited to, processing invoices, and online financial processes. Work is performed under the general supervision of the Finance Director.

Nature of Work

Essential Functions:

- Verifies inputs and retrieves financial data transactions in computer system.
- Calculates and prepares checks for payments of invoices, taxes and other payments.
- Performs analysis and/or reconciliation of accounts payable.
- Works with employees, customers and vendors to calculate and make adjustments to accounts to correct errors.
- Reviews the processing of payment vouchers and expenditure authorizations and compliance with organizational policies and procedures.
- Compiles statistical, financial, accounting or auditing reports and tables pertaining to such matters as cash receipts, expenditures, accounts payable.
- Receives, records and deposits cash, checks and vouchers.
- Process transactions into subsidiary ledgers and reconciles to General Ledger.

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

KNOWLEDGE, SKILLS, AND ABILITIES

Equipment: Uses computers for word processing and/or accounting purposes.

Critical Skills/ Expertise: All employees must possess knowledge of general written standards and procedures utilized, and have the ability to read, interpret, and follow procedural and policy manual related to the job tasks. The abilities expected of all employees include being able to respond to supervision,

guidance and direction of superiors in a positive, receptive manner and in accordance with stated policies, be appropriate groomed and attired so as to present a professional image in accordance with the organization's mission, goals, and policies; report for work promptly and properly prepared at the time and place required by the assignment or orders; notify the appropriate supervisor of intended absences in accordance with stated rules; conform with standards and rules regarding use of accrued time; demonstrate a polite, helpful, courteous, and professional image when engaged in any activity with the public; operate and care for equipment to manufacturer's specifications and/or within the specified parameters and in accordance with policies; demonstrate an understanding, consideration, and respect of cultural, religious, and gender differences when interacting with the public and colleagues. Critical skills/expertise identified for this job include:

- Ability to learn and apply the principles of accounting rules and regulations.
- Ability to skillfully operate computers and relevant software and other business machines.
- Ability to make mathematical calculations with reasonable speed and accuracy.
- Above average knowledge of Word and Excel spreadsheets.

Minimum Qualifications: Must be a high school graduate or possess a General Education Diploma (GED). Experience not required but preferred. Prefer experience with Microsoft office suite software. Must have a valid Florida Driver's License.

ESSENTIAL PHYSICAL SKILLS

- Acceptable eyesight (with or without correction)
- Acceptable hearing (with or without hearing aid)
- Ability to communicate both orally and in writing
- Ability to enter data at a prescribed rate of speed
- Ability to access, input and retrieve information from a computer
- Ability to sit at a desk and view a display screen for extended periods of time
- Ability to access file cabinets for filing and retrieval of data
- Types at the prescribed rate of speed

Environmental Conditions:

- Works inside in an office environment

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 may change. By signing below, I am indicating I have read and concur with the above description of my job.

Print Name: _____

Signature: _____

Date: _____

City of Lake City, FL

Classification Description

Classification Title: ASSISTANT FINANCE DIRECTOR
Department: FINANCE ADMINISTRATION

Pay Grade: ~~Open~~– 15
FLSA Status: Exempt

General Description

Performs professional accounting and supervisory work in the area of financial reporting with primary responsibility for monitoring a variety of funds, preparing financial statements and reports, reconciling accounts, developing and implementing accounting systems and supervising staff. Must exercise considerable independent professional judgment and initiative in solving accounting problems, modifying and/or designing systems and procedures and coordinating staff to ensure management's financial information needs are met. Work is performed under the direction of the Finance Director.

Nature of Work

Essential Functions:

- Analyzes and verifies accounting records and financial data; ascertains compliance with established laws, procedures and policies.
- Plans, assigns, and reviews the work of professional and technical employees engaged in recording and reporting of financial data.
- Reviews accounting procedures, policies, and systems recommending and/or implementing modifications to enhance efficiency and effectiveness.
- Supervises/participates in closing accounts and balancing functions.
- Oversees maintenance of revenue and appropriation records.
- Analyzes, reconciles and prepares financial statements and various reports.
- Accesses, inputs and retrieves information and data from a computer.
- Prepares various reports, forms and statements ensuring compliance with federal and state laws and requirements.
- Recommends selection, promotion, discharge, and other appropriate personnel actions for Finance Administration.
- Provides technical assistance and training to other City departments regarding fiscal matters, reporting requirements and accounting policies and procedures.

- Participates in the preparation of various audits and audit recommendations. Works closely with external auditors.
- Participates in the pension fund benefit payment computations, monthly reconciliations and financial and statistical reports.

(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

Equipment: Uses small office equipment, including copy machines or multi-line telephone systems. Uses computers for word processing and/or accounting purposes.

Critical Skills/ Expertise: All employees must possess knowledge of general written standards and procedures utilized, and have the ability to read, interpret, and follow procedural and policy manual related to the job tasks. The abilities expected of all employees include being able to respond to supervision, guidance and direction of superiors in a positive, receptive manner and in accordance with stated policies, be appropriate groomed and attired so as to present a professional image in accordance with the organization's mission, goals, and policies; report for work promptly and properly prepared at the time and place required by the assignment or orders; notify the appropriate supervisor of intended absences in accordance with stated rules; conform with standards and rules regarding use of accrued time; demonstrate a polite, helpful, courteous, and professional image when engaged in any activity with the public; operate and care for equipment to manufacturer's specifications and/or within the specified parameters and in accordance with policies; demonstrate an understanding, consideration, and respect of cultural, religious, and gender differences when interacting with the public and colleagues. Critical skills/expertise identified for this job includes:

- Ability to meet deadlines and prioritize work on a daily basis;
- Ability to learn assigned tasks readily with a reasonable training period;
- Works under pressure and/or frequent interruptions;
- Ability to prepare and analyze complex financial reports;
- Ability to give presentations, teach, mentor, train, and supervise other employees;
- Ability to read, analyze and interpret financial reports, and legal documents;
- Knowledge of business English and spelling with the ability read and comprehend instructions, correspondence, and memos;
- Ability to generate professional business correspondence, including effectively presenting information in one-on-one and small group situations, or responding to inquiries from customers and other agencies; and
- Knowledge of the general laws and administrative policies governing municipal finance and budgetary practices and procedures.
- Ability to add, subtract, multiply, divide, to compute rate and percent using whole numbers, common fractions, and decimals.

Minimum Qualifications: Graduation from an accredited four (4) year college or university with a Bachelor's Degree in accounting, finance, business or public administration, or closely related field and a minimum of two (2) years of progressively responsible municipal accounting or finance work with supervision experiences, and knowledge of customer service elements Extensive professional related experience in the area of accounting, finance, budgeting, cash management, or related field may qualify for

education requirement.

ESSENTIAL PHYSICAL SKILLS

- Acceptable hearing (with or without hearing aid)
- Acceptable vision (with or without correction) to include close vision for data entry and reading correspondence, and peripheral vision to be able to greet public as they enter office
- Ability to speak
- Depth perception
- Distinguish colors
- Sitting, standing, walking, stooping, bending, kneeling, pushing, pulling, reaching, crawling, climbing, handling objects or equipment, talking, repetitive motions of hands/wrists
- Hand-eye coordination and fine manipulation skills as necessary to operate computers and various office machines
- Occasionally lift/carry and/or move up to 25 pounds

Environmental Conditions:

- Works inside in an office environment

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 may change. By signing below, I am indicating I have read and concur with the above description of my job.

Print Name

Signature

Date

City of Lake City, FL

Classification Description

Classification Title: DIRECTOR OF FINANCE
Department: FINANCE ADMINISTRATION

Pay Grade: 19
FLSA Status: Exempt

General Description

Performs professional accounting work directing and coordinating financial activities of the City, which includes the responsibility for financial planning, budgeting, accounting, payroll and revenue administration. Work is performed under general direction of the City Manager.

Nature of Work

Essential Functions:

- Under general policy direction, supervises and coordinates the City's fiscal and accounting activities including; financial accounting and reporting; internal controls; internal auditing; financial and accounting data processing; payroll processing.
- Plan, organize, and direct the work of a staff engaged in maintaining the general ledger, payroll, fixed asset records, receipt and disbursement of funds of the City government.
- Assist in the development of the City's operating and capital budgets, including forecasts.
- Direct preparation of all reports and statements on the City's financial affairs in compliance with legal requirements and regulation mandates.
- Coordinate work of the City's external auditors.
- Serve on various committees as specified in the City policy.
- Assists in formulating operating policies, reviews present accounting policies and procedures and recommends changes or modifications
- Acts to ensure that City funds are correctly and effectively managed and that accounting and internal controls are maintained.
- Recommends selection, promotion, discharge, and other appropriate personnel actions for Finance Administration.

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

KNOWLEDGE, SKILLS, AND ABILITIES

Equipment: Uses computers for word processing and/or accounting purposes.

Critical Skills/ Expertise: All employees must possess knowledge of general written standards and procedures utilized, and have the ability to read, interpret, and follow procedural and policy manual related to the job tasks. The abilities expected of all employees include being able to respond to supervision, guidance and direction of superiors in a positive, receptive manner and in accordance with stated policies, be appropriate groomed and attired so as to present a professional image in accordance with the organization's mission, goals, and policies; report for work promptly and properly prepared at the time and place required by the assignment or orders; notify the appropriate supervisor of intended absences in accordance with stated rules; conform with standards and rules regarding use of accrued time; demonstrate a polite, helpful, courteous, and professional image when engaged in any activity with the public; operate and care for equipment to manufacturer's specifications and/or within the specified parameters and in accordance with policies; demonstrate an understanding, consideration, and respect of cultural, religious, and gender differences when interacting with the public and colleagues. Critical skills/expertise identified for this job include:

- Extensive knowledge of the principles, procedures and practices of municipal account, budgeting, and fiscal management;
- Extensive knowledge of the City's laws, ordinances, policies and federal and state requirements of City fiscal management;
- Ability to effectively administer the fiscal affairs of the City;
- Ability to exercise good judgment and maintain fiscal integrity for the City;
- Considerable knowledge of the organization, functions, and financial problems of city governments;
- Considerable knowledge of municipal rules, regulations, procedures, and functions and their relationship to the department;
- Considerable knowledge of the required federal, state and local laws concerning the program area of assignment;
- Analytical ability and skill in preparing administrative and statistical reports and financial statements;
- Ability to assess municipal programs and proposed policies in terms of their financial and administrative implications; to appraise market trends and terms in relation to municipal debt; and to present findings effectively in oral or written form;
- Ability to analyze financial record keeping and accounting problems and to recommend and establish adequate systems and procedures of reporting to provide information required for effective administration;
- Ability to analyze the financial status of the city and to recommend proper courses of action relative to the financing and support of municipal activities;
- Ability to plan, advise, supervise and train subordinate personnel in administrative, accounting and fiscal assignments; and
- Ability to establish and maintain effective working relationships with city officials, employees and the general public.

Minimum Qualifications: Graduation from an accredited four (4) year college or university with a Bachelor's Degree in Business Administration, Accounting or Finance, and a minimum of five (5) years paid full time highly responsible work experience in accounting, revenue administration, and other phases of fiscal management, (three (3) years of which must be in governmental account). At least two (2) years of experience in a supervisory capacity relating to public finance functions.

ESSENTIAL PHYSICAL SKILLS

- Acceptable eyesight (with or without correction)
- Acceptable hearing (with or without hearing aid)

Environmental Conditions:

- Works inside in an office environment

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 may change. By signing below, I am indicating I have read and concur with the above description of my job.

Print Name

Signature

Date

City of Lake City, FL Classification Description

Classification Title: GRANTS PROGRAM SPECIALIST
Department: FINANCE ADMINISTRATION

Pay Grade: 10
FLSA Status: Exempt

General Description

Performs responsible advanced professional work writing, maintaining, reviewing and coordinating federal and state grant programs and contract administration and other assigned special projects. This position is a highly professional position and works directly under the supervision of the Finance Director with minimal supervision. Employee in this position must be able to exercise a high degree of independent judgment in resolving problems. Employee must be able to work with multiple jurisdictions and maintain a positive work relationship with Grantors and colleagues. Work includes researching, evaluating information, initiating action, and preparing grants within the framework of professional grant writing techniques and existing laws, rules, and regulations. Employee facilitates development, review, and editing of grant proposals; conducts extensive research for potential funding sources; interacts with administration and outside agencies in developing proposals.

Nature of Work

Essential Functions:

- Works with appropriate staff to prepare or assist with grant applications, process grant awards, track compliance, monitor expenditures and assist with reporting needs.
- Identify new funding sources and conduct prospect research.
- Write and submit grants in collaboration with various City departments.
- Follow up with grant-making organizations during their review of a submitted grant application to supply additional supportive material if requested.
- Work closely with the Finance Director to prepare monthly, quarterly, and/or annual reports to government, foundations, and other funders as required.
- Ensures timely receipt of funds from Grantors.
- Prepares reports and evaluates compliance with grant requirements.
- Accounts for all funds expenses and reimbursed.
- Prepares and monitors grant program budgets.
- Attends continuing education programs.
- Verifies, inputs, and retrieves basic and semi-complex financial data transactions in various computer systems, ensuring the integrity of information from subsidiary to main systems.

- Independently analyzes and/or reconciles semi-complex accounts payable.
- Through the use of ledgers, journals and/or spreadsheets, classifies records and summarizes higher level numerical and financial data to compile and keep financial records.
- Compiles semi-complex statistical, financial, accounting or auditing reports and tables pertaining to such matters as, cash receipts, expenditures, accounts payable, payroll and various revenue programs.
- Reviews the processing of purchase orders, payment vouchers and expenditure authorizations and payroll for accuracy and compliance with organizational policies and procedures as related to grant requirements.

(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

Equipment: Uses small office equipment, including copy machines or multi-line telephone systems. Uses computers for word processing and/or accounting purposes.

Critical Skills/ Expertise: All employees must possess knowledge of general written standards and procedures utilized, and have the ability to read, interpret, and follow procedural and policy manual related to the job tasks. Must be capable of working well with a variety of personalities and leadership styles. The abilities expected of all employees include being able to respond to supervision, guidance and direction of superiors in a positive, receptive manner and in accordance with stated policies, be appropriately groomed and attired so as to present a professional image in accordance with the organization's mission, goals, and policies; report for work promptly and properly prepared at the time and place required by the assignment or orders; notify the appropriate supervisor of intended absences in accordance with stated rules; conform with standards and rules regarding use of accrued time; demonstrate a polite, helpful, courteous, and professional image when engaged in any activity with the public; operate and care for equipment to manufacturer's specifications and/or within the specified parameters and in accordance with policies; demonstrate an understanding, consideration, and respect of cultural, religious, and gender differences when interacting with the public and colleagues. Critical skills/expertise identified for this job includes:

Minimum Qualifications:

Three (3) years professional experience in grant writing, grant administration, and/or monitoring of various federal or state funding sources; or, Associate's degree in finance, accounting, business, public administration, or a related field and one (1) year professional experience, as described above; OR an equivalent combination of education, training and experience which provide the required knowledge, skills and abilities.

CERTIFICATIONS OR LICENSES

Licenses

None.

Certifications

None.

KNOWLEDGE, SKILLS AND ABILITIES

Thorough knowledge of principles, practices and techniques of grant administration, writing, and familiarity with federal, state and local funding processes and programs.

Thorough knowledge of municipal departmental organizations and functions and their interrelationship within the organization, as well as with other levels of government.

Knowledge of the forms, terminology, procedures and electronic systems used in monitoring and administering federal and state grants.

Knowledge of financial operations and bookkeeping principles and standard office terminology, procedures, routines and equipment.

Knowledge of, and ability and willingness to apply, appropriate and applicable accounting principles and procedures, and applications to accounting functions.

Experience with forms, procedures and terminology at Florida Department of Transportation (FDOT), Housing and Urban Development (HUD), Environmental Protection Agency (EPA), and Florida Department of Environmental Protection (FDEP) or similar agencies is preferred.

Knowledge of the principles and practices of public administration grant application and monitoring is desirable.

Demonstrable working knowledge of personal computers and related departmental software.

Ability to prepare proper documentation and logically assemble, organize and present data in written and oral form.

Excellent research skills as demonstrated by the ability to collect, develop, assess, and blend information and recommendations from a wide variety of sources.

Strong critical and creative thinking skills to assess and resolve problems or issues by gathering and assessing information, taking advice, and using judgment that is consistent with standards, practices, policies, procedures, regulations or law.

Ability to work under high stress levels, with frequent interruptions and with tight and often changing deadlines.

Excellent written and oral communication skills as demonstrated by the ability to articulate complex information and issues clearly and concisely.

Ability to read and comprehend complex grant guidelines, contracts and agreements.

Ability to prepare comprehensive reports and recommendations.

Demonstrates a strong customer orientation.

Strong interpersonal skills as demonstrated by the ability to interact collaboratively and productively and to build effective relationships with individuals of diverse backgrounds, including elected officials, City staff, local, state and national organizations and the general public.

Knowledge of rules and regulations of keeping accounting records.

Knowledge of business English and arithmetic.

Ability to learn and apply more complex principles of accounting rules and regulations

Ability to skillfully operate computers and relevant software and other business machines.

Ability to make mathematical calculations with reasonable speed and accuracy.

ESSENTIAL PHYSICAL SKILLS

- Acceptable hearing (with or without hearing aid)
- Acceptable vision (with or without correction) to include close vision for data entry and reading correspondence, and peripheral vision to be able to greet public as they enter office
- Ability to speak
- Depth perception
- Distinguish colors
- Sitting, standing, walking, stooping, bending, kneeling, pushing, pulling, reaching, crawling, climbing, handling objects or equipment, talking, repetitive motions of hands/wrists
- Hand-eye coordination and fine manipulation skills as necessary to operate computers and various office machines
- Occasionally lift/carry and/or move up to 25 pounds

Environmental Conditions:

- Works inside in an office environment

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 may change. By signing below, I am indicating I have read and concur with the above description of my job.

Print Name

GRANTS PROGRAM SPECIALIST

Signature

Date

City of Lake City, FL

Classification Description

Classification Title: SENIOR ACCOUNTANT
Department: FINANCE ADMINISTRATION

Pay Grade: 10
FLSA Status: Non-Exempt

General Description

Responsible for accounting work in maintaining accounting records, financial accounts, accounts payable, audit and revenue programs, and other areas. Processes accounting functions depending on area of assignment. May include but not limited to, processing invoices, payroll preparation, tracing integrated programs and online financial processes to the financial database, tax and fee programs records maintenance, inventory and oversight of cash, petty cash and receivable accounts. Work is performed under the general supervision of the Finance Director.

Nature of Work

Essential Functions:

- Verifies, inputs, and retrieves financial data transactions in a computer system, ensuring the integrity of information from subsidiary to main systems.
- Reconciles, classifies, and records daily receipts and disbursements into journals, totals and balances monthly, and posts to general ledger. Helps prepare closing entries.
- Posts to control accounts, reconcile bank statements, maintains cash receipts journal and prepares records for computer input and corrections.
- Accesses, inputs and retrieves information from a computer.
- Calculates and prepares checks for payments of invoices, utilities, taxes and other payments.
- Maintains spreadsheets: bank receipts; records; etc.
- Performs research as directed.
- Through use of ledgers, journals and/or computers, classifies records and summarizes numerical and financial data to compile and keep financial records.
- Examines invoices prior to payment.
- Monitors compliance with purchasing policy.
- Maintains grant files, including request for reimbursement and audit worksheets.
- Master all applicable software, organizational processes and procedures.

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

KNOWLEDGE, SKILLS, AND ABILITIES

Equipment: Uses small office equipment, including copy machines or multi-line telephone systems. Uses computers for word processing and/or accounting purposes.

Critical Skills/ Expertise: All employees must possess knowledge of general written standards and procedures utilized, and have the ability to read, interpret, and follow procedural and policy manual related to the job tasks. The abilities expected of all employees include being able to respond to supervision, guidance and direction of superiors in a positive, receptive manner and in accordance with stated policies, be appropriate groomed and attired so as to present a professional image in accordance with the organization’s mission, goals, and policies; report for work promptly and properly prepared at the time and place required by the assignment or orders; notify the appropriate supervisor of intended absences in accordance with stated rules; conform with standards and rules regarding use of accrued time; demonstrate a polite, helpful, courteous, and professional image when engaged in any activity with the public; operate and care for equipment to manufacturer’s specifications and/or within the specified parameters and in accordance with policies; demonstrate an understanding, consideration, and respect of cultural, religious, and gender differences when interacting with the public and colleagues. Critical skills/expertise identified for this job includes:

- Knowledge of governmental accounting principles, practices and reporting requirements;
- Knowledge and comprehension of accounting software and in how they interact;
- Ability to manage and supervise effectively;
- Ability to provide a high degree of computer knowledge;
- Ability to work, train and to manage general accounting personnel;
- Ability to provide accurate, complete financial reports on a timely basis; and
- Skill in preparing reports.

Minimum Qualifications: Requires graduation from an accredited four-year college or university with a Bachelor’s Degree in Accounting or a related field and five (5) years governmental accounting experience and some supervisory experience preferred. Must have a valid Florida Driver’s License.

ESSENTIAL PHYSICAL SKILLS

- Acceptable eyesight (with or without correction)
- Acceptable hearing (with or without hearing aid)
- Ability to communicate both orally and in writing
- Depth perception

Environmental Conditions:

- Works inside in an office environment.

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 may change. By signing below, I am indicating I have read and concur with the above description of my job.

Print Name

Date

Signature

CITY OF LAKE CITY

INFORMATION TECHNOLOGY

Position Schedule

ACCOUNT	POSITION	FY 2023 BUDGET	FY 2024 BUDGET
001.07.513	DIRECTOR OF INFORMATION TECHNOLOGY	1	1
	IT HELP DESK SUPPORT TECHNICIAN	2	2
	SYSTEM ADMINISTRATOR	0	1
	SYSTEM SPECIALIST	1	1
	TOTAL	4	5

City of Lake City, FL

Classification Description

Classification Title: DIRECTOR OF INFORMATION TECHNOLOGY

Pay Grade: ~~18~~–19

Department: INFORMATION TECHNOLOGY

FLSA Status: Exempt

General Description

This is a highly technical and administrative position in the planning and carrying out the functions of the City's Information Technology Systems. Work is performed under the general direction of the Assistant City Manager.

Nature of Work

Essential Functions:

- Manage the deployment, monitoring, maintenance, development, upgrade and support of all IT systems, including servers, PCs, operating systems, telephone, software applications, and peripherals.
- Establish and evaluate network performance issues including availability, utilization, throughput, and latency, planning and executing the selection, installation, configuration, and testing of equipment.
- Manage and upgrades servers, security solutions, network hardware and equipment, as well as troubleshoot network performance. Install new/rebuild existing servers and configures hardware, peripherals, services, settings, directories, storage, etc.
- Provide expertise and support during systems upgrades, installations, and conversions and file maintenance.
- Oversee systems development and enhancement and the integration of new systems with existing systems.
- Work with staff to develop strategies and plans to enhance services, improve user effectiveness and foster innovation.
- Communication regularly with management and all users of information service and systems,
- Develop standard operating procedures, training, and best practices, including written protocols and guidance to IT staff and to end users.
- Develop and implement all policies and procedures, including those for architecture, security, disaster recover, standards, purchasing, and service provision.
- Ensure the creation and maintenance of all written documentation, including system and user manuals, license agreements, and documentation of modifications and upgrades.

DIRECTOR OF INFORMATION TECHNOLOGY

- Oversee provision of end-user services, including help desk and technical support services and training.
- Keep current with the latest technologies and determine what new technology solutions and implementations will meet business and system requirements.
- Ensures daily system monitoring, verifying the integrity and availability of all hardware, server resources, systems and key processes. Ensures regular security monitoring to identify any possible intrusions.
- Ensures all City systems are updated and running the most up-to-date Cyber Security measures at all times.
- Ensures there are adequate training and education measures in place for all City personnel to prevent viruses and other intrusions into the City's network.
- Ensures scheduled backups operations, ensuring all required file systems and system data are successfully backed up to the appropriate media.
- Manage IT staff, including hiring, training, evaluation, guidance, discipline and discharge.
- Manage financial aspects of the IT Department including purchasing, budgeting and budget review.
- Manage telecommunications infrastructure and development plans, projects, policies and procedure.
- Negotiate and administer vendor, outsources and consultant contract and service agreements.

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

KNOWLEDGE, SKILLS, AND ABILITIES

Equipment: Repairs, develops, or installs complex software or management information systems, establishes policies for using, acquiring, and/or maintaining technology systems. Creates plans for guides implementation of new technology systems. Demonstrated ability to lead a team of technical staff, to work with the Management of the organization, and to manage multiple concurrent projects.

Critical Skills/ Expertise: All employees must possess knowledge of general written standards and procedures utilized, and have the ability to read, interpret, and follow procedural and policy manual related to the job tasks. The abilities expected of all employees include being able to respond to supervision, guidance and direction of superiors in a positive, receptive manner and in accordance with stated policies, be appropriate groomed and attired so as to present a professional image in accordance with the organization's mission, goals, and policies; report for work promptly and properly prepared at the time and place required by the assignment or orders; notify the appropriate supervisor of intended absences in accordance with stated rules; conform with standards and rules regarding use of accrued time; demonstrate a polite, helpful, courteous, and professional image when engaged in any activity with the public; operate and care for equipment to manufacturer's specifications and/or within the specified parameters and in accordance with policies; demonstrate an understanding, consideration, and respect of cultural, religious, and gender differences when interacting with the public and colleagues. Critical skills/expertise identified for this job include:

DIRECTOR OF INFORMATION TECHNOLOGY

- Knowledge of enterprise-level hardware systems, LAN's, enterprise-level software and programming languages;
- Knowledge of hardware configurations;
- Ability to plan and direct staff activities;
- Ability to design integrated computer systems;
- Ability to set work schedules;
- Ability to prepare and manage budget;
- Skill in operating PC's, terminals, etc.; and
- Ability to communicate effectively both orally and in writing.

Minimum Qualifications: Graduation from an accredited four (4) year college or university with a Bachelor's degree in Computer Science or related field. Five (5) years of experience as a system analyst, network administrator, or project leader with experience in the design, development, installation and implementation of computer systems.

Fluency in the administration of Microsoft's Active Directory (or Open LDAP) is necessary for daily tasks. Experience with the administration and integration of a mixed-OS environment is desired. Basic familiarity with Linux (Unix-based) and Microsoft server operating systems is required. Experience with the creation or modification of batch, shell, Perl, and/or python scripts may be necessary for certain job functions. Familiarity with the administration of MTAs. Along with webmail frontend(s), is preferred, a firm understanding of a virtualized server environment (among varying host operating systems) is preferred.

A comparable amount of education, training or experience may be substituted for the minimum qualifications. Must be able to obtain a FCIC/NCIC security certification. Must possess a valid Florida Driver's License.

ESSENTIAL PHYSICAL SKIL

- Moderate to heavy (45 pounds and over) lifting and carrying
- Distinguish colors
- Acceptable eyesight (with or without correction)
- Acceptable hearing (with or without hearing aid)
- Ability to communicate both orally and in writing
- Ability to access, input and retrieve information from a computer
- Walking, Standing, and Crawling
- Kneeling and Bending
- Bending
- Balancing, Stooping
- Driving

Environmental Conditions:

- Works inside and outside in various weather conditions; noise, slippery and uneven surfaces
- Works at heights up to 50 Feet
- May work in stressful situations

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 may change. By signing below, I am indicating I have read and concur with the above description of my job.

Print Name

Date

Signature

City of Lake City, FL

Classification Description

Classification Title: IT HELP DESK SUPPORT TECHNICIAN
Department: IT

Pay Grade: ~~7~~-3
FLSA Status: Non-Exempt

General Description

This is a technical position, requiring skills necessary to deal with networked personal computers including configuration, troubleshooting/repair, installation, and maintenance. It involves help desk support, customer service, computer equipment inventory, network connectivity, and PC application support.

Nature of Work

Essential Functions:

- Responsible for installation, configuration, diagnosis, repair, maintenance, and upgrade of desktop computers including hardware, application software, operating systems, and peripheral devices
- Responsible for networking PC clients which involves the setup and configuration of network cards, communications software, network protocols, email and internet access
- Maintains Technical Support Help Desk to provide technical support and user assistance on a variety of issues. Responds to telephone calls, email, and personnel requests for technical support
- Maintains a help desk trouble call database to prioritize and monitor reported problems to insure timely resolution
- Assists in implementation of new systems and the associated training as required
- Ensures that PC workstations are set up properly for safe usage
- Provides supervisor with progress/status updates on a regular basis or upon request and ensures supervisor is informed of any scheduling delays or conflicts
- Supervises the requisitioning of all inventory needs, hardware and software packages for the division and provides support to user departments
- Troubleshoot and repair printers
- Tele-Communications hardware and wiring
- Virus and spyware removal and prevention

- Remains cognizant of and works towards department mission and goals.
- Shares tips, techniques, and information with peers.
- Performs other 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 all duties as assigned.

KNOWLEDGE, SKILLS, AND ABILITIES

Equipment: Uses small office equipment, including copy machines or multi-line telephone systems. Uses computers for word processing and/or accounting purposes. Repairs, develops, or installs telecommunications system. Repair, develop, or install computer hardware or network systems. Repairs, develops, or installs complex software or management information systems.

Critical Skills/ Expertise: All employees must possess knowledge of general written standards and procedures utilized, and have the ability to read, interpret, and follow procedural and policy manual related to the job tasks. The abilities expected of all employees include being able to respond to supervision, guidance and direction of superiors in a positive, receptive manner and in accordance with stated policies, be appropriate groomed and attired so as to present a professional image in accordance with the organization's mission, goals, and policies; report for work promptly and properly prepared at the time and place required by the assignment or orders; notify the appropriate supervisor of intended absences in accordance with stated rules; conform with standards and rules regarding use of accrued time; demonstrate a polite, helpful, courteous, and professional image when engaged in any activity with the public; operate and care for equipment to manufacturer's specifications and/or within the specified parameters and in accordance with policies; demonstrate an understanding, consideration, and respect of cultural, religious, and gender differences when interacting with the public and colleagues. Critical skills/expertise identified for this job include:

- Proficient in desktop computer configuration and network environments with good diagnostic and troubleshooting abilities.
- Familiar with network protocols and network components.
- Experience configuring network client software including Windows 7, Windows 10, and Windows Server.
- Experience in MS Office applications and their integration with other application systems.
- Ability to physically install desktop computers, printers, and other computer equipment throughout City departments.
- Ability to relate instructions and answer questions in non-technical terms to address individuals on their level. Can provide organized and informative direction to users.
- Effectively utilizes time to perform multiple tasks concurrently
- Ability to read and comprehend technical and business material to stay abreast of technology trends and changes.

IT HELP DESK SUPPORT TECHNICIAN

- Strong organization skills to effectively utilize time to perform multiple tasks concurrently and meet established deadlines.
- Relies on experience and judgment to perform the functions of the job and to plan and accomplish goals.
- Works under general supervision with a certain degree of creativity and latitude expected.
- Ability to learn new methods, procedures, and operations.
- Ability to communicate effectively, orally and in writing and convey ideas persuasively in a concise, organized, and professional manner.
- Possesses good teamwork skills.

Minimum Qualifications Graduation from an accredited two-year college or technical school with major coursework in computers or related field or has extensive work experience. Industry standard Certifications are preferred. Minimum two years of experience in technical support of desktop computer hardware, software, and networking. An equivalent combination of training and professional experience may substitute for educational requirements. Must have successful background check with the ability to obtain FCIC/NCIC certification.

ESSENTIAL PHYSICAL SKILLS

- Sitting, standing, walking, stooping, bending, kneeling, pushing, pulling, reaching, crawling, climbing, handling objects, talking and hearing
- Must possess hand-eye coordination and fine manipulation skills are necessary to operate computers and various office machines
- The employee may occasionally lift/carry and/or move up to 50 pounds
- 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
- Specific vision abilities required by this job include close vision for data entry and reading correspondence, and peripheral vision to be able to greet public as they enter the office

Environmental Conditions:

- Works inside in an office environment

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 may change. By signing below, I am indicating I have read and concur with the above description of my job.

Print Name

Date

Signature

City of Lake City, FL

Classification Description

Classification Title: IT SYSTEMS ADMINISTRATOR
Department: IT

Pay Grade: ~~3~~-15
FLSA Status: Exempt

General Description

This is a highly technical position that is responsible for the maintenance, configuration and reliable operation of the City of Lake City's server infrastructure and server applications, computers and computer networks; including hardware, software, and all configurations. Management of the local area network (LAN), the wide area network (WAN), and the intranet/internet systems. Serves as senior level support to the Systems Specialists and the Helpdesk Technicians. Problems encountered are highly complex in nature. Work performed with wide latitude for the exercise of independent judgment and action. This position will work under the direction of the Director of Information Technology.

Nature of Work

Essential Functions:

- Configures, optimizes, maintains and upgrades server hardware and applications housed on them.
- Responsible for server and network security. Keeping up-to-date on new vulnerabilities and threats and addressing them via patching and updates.
- Configures and monitors data backups, checking them daily and correcting any errors immediately. Tests recovery procedures monthly. Evaluate and assist the IT Director with disaster recovery planning, making recommendations on hardware and software.
- Assist with definition and maintenance of physical network architecture and infrastructure including TCP/IP addressing, communication lines, configuring and supporting routers and switches.
- Analyze server and network workload and monitors performance, making adjustments where needed.
- Responsible for capacity and storage planning.
- Assist the systems specialist and helpdesk technicians to install and configure new personal computers, printers, displays and software.
- Diagnose and document hardware and software problems via telephone and on-site visits— includes managing the problem resolution from start to finish.
- Research and produce written analysis for new hardware/software purchases for best price, best fit for application, best vendor, etc. for all agencies and departments that use Information Technology services. Assist with vendor negotiations if requested by other city agency or

department.

- Project management for server-related projects and software implementation projects.
- Educate City of Lake City employees in the efficient and effective use of computer hardware and software.
- Assist IT Help Desk Technicians in any escalated support requests and help educate on problem resolution. Design automations for the routine portions of their work (Using tools such as SCCM).
- Configure and install virtual private network (VPN) connections for outside users through the City of Lake City's firewall.
- Manage Windows patching and updates for servers and pc's.
- Manage patching and updates on network equipment such as switches.
- Coordinate with Director of Information Technology on a daily basis to provide maximum support coverage to the City of Lake City.
- Works in an on-call rotation with other IT staff.
- Update City of Lake City computer documentation manuals under the direction of the Director of Information Technology.
- Regularly work with software installed on City of Lake City personal computers, including software used by the City's geographic information systems (GIS) and City's E-911 system for addressing, to maintain a software proficiency to provide software support.

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

KNOWLEDGE, SKILLS, AND ABILITIES

Equipment/Software: Extensive knowledge of LAN/WAN technology, server hardware and software (physical and virtual), backup hardware and software, pc software and operating systems. Significant experience administering Microsoft Windows servers, SQL database and Cisco switches. Strong troubleshooting and problem solving skills. Ability to manage and supervise vendors and projects. Ability to work effectively and accurately under pressure and without supervision and to work in continually changing environments. Demonstrated ability to work with computer users in an effective and productive manner. Proven ability to keep track of multiple tasks and projects at once.

Critical Skills/ Expertise: All employees must possess knowledge of general written standards and procedures utilized, and have the ability to read, interpret, and follow procedural and policy manual related to the job tasks. The abilities expected of all employees include being able to respond to supervision, guidance and direction of superiors in a positive, receptive manner and in accordance with stated policies. Employees should be appropriately groomed and attired so as to present a professional image in accordance with the organization's mission, goals, and policies; report for work promptly and properly prepared at the time and place required by the assignment or orders; notify the appropriate supervisor of

intended absences in accordance with stated rules; conform with standards and rules regarding use of accrued time; demonstrate a polite, helpful, courteous, and professional image when engaged in any activity with the public; operate and care for equipment to manufacturer's specifications and/or within the specified parameters and in accordance with policies; demonstrate an understanding, consideration, and respect of cultural, religious, and gender differences when interacting with the public and colleagues. Critical skills/expertise identified for this job includes:

- Knowledge of business English which includes the ability to read, spell, comprehend instructions, and correspondence to perform daily activities.
- Ability to communicate effectively which being able to generate professional business correspondence, presenting information in one-on-one and small group situations to customers, City employees and other agencies.
- Expert in Windows Server and desktop computer configuration and network environments with advanced diagnostic and troubleshooting abilities.
- Extensive working-knowledge of network protocols and network components.
- Experience in MS Office applications and their integration with other application systems.
- Experience with large database systems, using SQL.
- Experience with backup hardware and software, and industry best practices for disaster recovery.
- Ability to physically install desktop computers, printers, and other computer equipment throughout City departments, lifting up to 50 pounds.
- Ability to relate instructions and answer questions in non-technical terms to address individuals on their level.
- Ability to provide organized and informative direction to users.
- Effectively utilizes time to perform multiple tasks concurrently and meet established deadlines.
- Ability to read and comprehend technical and business material to stay abreast of technology trends and changes.
- Strong organization skills to effectively utilize time to perform multiple tasks concurrently and meet established deadlines.
- Relies on experience and judgment to perform the functions of the job and to plan and accomplish goals.
- Works under general supervision with a high degree of creativity and latitude expected.
- Ability to learn new methods, procedures, and operations.
- Ability to communicate effectively, orally and in writing and convey ideas persuasively in a concise, organized, and professional manner.
- Possesses good teamwork skills.

Minimum Qualifications: Graduation from an accredited four-year college or technical school with a Bachelor's Degree with major coursework in system administration or computer technology or has equivalent extensive work experience. Minimum five years' experience and technical training on networks and server computer systems. Relevant Microsoft and Cisco certifications preferred. An equivalent combination of training, professional experience and relevant certifications may substitute for educational requirements. Must be able to obtain a FCIC/NCIC security certification.

ESSENTIAL PHYSICAL SKILLS

- Sitting, standing, walking, stooping, bending, kneeling, pushing, pulling, reaching, crawling, climbing, handling objects, talking and hearing.
- Must possess hand-eye coordination and fine manipulation skills as necessary to operate computers and various office machines.

- The employee may occasionally lift/carry and/or move up to 50 pounds.
- Employee must have ability to access file cabinets for filing and retrieval of data, the ability to access, input, and retrieves information from a computer and to sit at a desk and view a display screen for extended periods of time.
- Specific vision abilities required by this job include close vision for data entry and reading correspondence, and peripheral vision to be able to greet public as they enter the office.

Environmental Conditions:

- Works inside in an office environment most of the time.
- Occasionally works on equipment located outdoors. Approximately 10% 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 may change. By signing below, I am indicating I have read and concur with the above description of my job.

Name: _____ Date: _____

Signature: _____

City of Lake City, FL

Classification Description

Classification Title: IT SYSTEMS SPECIALIST
Department: IT

Pay Grade: ~~12~~ 5
FLSA Status: Non-Exempt

General Description

This is a technical position that oversees the City of Lake City's computers and computer networks; including hardware, software, and all configurations. Assists with the management of the local area network (LAN), the wide area network (WAN), and the intranet/internet systems. Problems encountered are routine to highly complex in nature. Work performed with wide latitude for the exercise of independent judgment and action.

Nature of Work

Essential Functions:

- Assist with definition and maintenance of physical network architecture and infrastructure including TCP/IP addressing, communication lines, routers and switches.
- Configure and optimize network servers.
- Analyze network workload and monitor performance.
- Develop and implement backup and recovery procedures.
- Assist with installation, testing, maintenance and upgrade of network operating systems software.
- Install and configure new personal computers, printer, displays and software.
- Diagnose and document hardware and software problems via telephone and on-site visits— includes managing the problem resolution from start to finish.
- Research and produce written analysis for new hardware/software purchases for best price, best fit for application, best vendor, etc. for all agencies and departments that use Information Technology services. Assist with vendor negotiations if requested by other agency or department.
- Educate City of Lake City employees in the efficient and effective use of computer hardware and software.
- Assist IT Help Desk Technicians in any escalated support requests and help educate on problem resolution.
- Assist with network support to users on Windows and Microsoft Exchange servers in regard to system administration and communication issues.

- Configure and install virtual private network (VPN) connections for outside users through the City of Lake City's firewall.
- Use problem-solving skills to fix immediate hardware/software problems as well as to define long-term problem solutions.
- Coordinate with Director of Information Technology on a daily basis to provide maximum computer support coverage to the City of Lake City.
- Update City of Lake City computer documentation manuals under the direction of the Director of Information Technology.
- Regularly work with software installed on City of Lake City personal computers, including software used by the City's geographic information systems (GIS) and City's E-911 system for addressing, to maintain a software proficiency to provide software support.

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

KNOWLEDGE, SKILLS, AND ABILITIES

Equipment: Extensive knowledge of LAN/WAN technology, software and operating systems. Strong trouble-shooting and problem solving skills. Ability to manage and supervise vendors and projects. Ability to work effectively and accurately under pressure and to work in continually changing environments. Demonstrated ability to work with computer users in an effective and productive manner. Proven ability to keep track of multiple tasks and projects at once.

Critical Skills/ Expertise: All employees must possess knowledge of general written standards and procedures utilized, and have the ability to read, interpret, and follow procedural and policy manual related to the job tasks. The abilities expected of all employees include being able to respond to supervision, guidance and direction of superiors in a positive, receptive manner and in accordance with stated policies, be appropriate groomed and attired so as to present a professional image in accordance with the organization's mission, goals, and policies; report for work promptly and properly prepared at the time and place required by the assignment or orders; notify the appropriate supervisor of intended absences in accordance with stated rules; conform with standards and rules regarding use of accrued time; demonstrate a polite, helpful, courteous, and professional image when engaged in any activity with the public; operate and care for equipment to manufacturer's specifications and/or within the specified parameters and in accordance with policies; demonstrate an understanding, consideration, and respect of cultural, religious, and gender differences when interacting with the public and colleagues. Critical skills/expertise identified for this job includes:

- Knowledge of business English which includes the ability to read, spell, comprehend instructions, and correspondence to perform daily activities;
- Ability to communicate affectivity which being able to generate professional business correspondence, presenting information in one-on-one and small group situations to customers, City employees and other agencies;
- Proficient in desktop computer configuration and network environments with good diagnostic and troubleshooting abilities;

- Familiar with network protocols and network components;
- Experience configuring network client software including Windows XP, Windows NT/2000, and Windows Server;
- Experience in MS Office applications and their integration with other application systems;
- Ability to physically install desktop computers, printers, and other computer equipment throughout City departments;
- Ability to relate instructions and answer questions in non-technical terms to address individuals on their level;
- Ability to provide organized and informative direction to users;
- Effectively utilizes time to perform multiple tasks concurrently and meet established deadlines;
- Ability to read and comprehend technical and business material to stay abreast of technology trends and changes;
- Strong organization skills to effectively utilize time to perform multiple tasks concurrently and meet established deadlines;
- Relies on experience and judgment to perform the functions of the job and to plan and accomplish goals;
- Works under general supervision with a certain degree of creativity and latitude expected;
- Ability to learn new methods, procedures, and operations;
- Ability to communicate effectively, orally and in writing and convey ideas persuasively in a concise, organized, and professional manner; and
- Possesses good teamwork skills.

Minimum Qualifications: Graduation from an accredited four-year college or technical school with Bachelor's Degree with major coursework in system administration or computer technology or has equivalent extensive work experience. Minimum five years experience and technical training on networks and computer systems preferred. Relevant Microsoft and Cisco certifications preferred. An equivalent combination of training and professional experience may substitute for educational requirements. Must be able to obtain a FCIC/NCIC security certification.

ESSENTIAL PHYSICAL SKILLS

- Sitting, standing, walking, stooping, bending, kneeling, pushing, pulling, reaching, crawling, climbing, handling objects, talking and hearing
- Must possess hand-eye coordination and fine manipulation skills are necessary to operate computers and various office machines
- The employee may occasionally lift/carry and/or moves up to 50 pounds
- Employee must have ability to access file cabinets for filing and retrieval of data, the ability to access, input, and retrieves information from a computer and to sit at a desk and view a display screen for extended periods of time
- Specific vision abilities required by this job include close vision for data entry and reading correspondence, and peripheral vision to be able to greet public as they enter the office

Environmental Conditions:

- Works inside in an office environment

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 may change. By signing below, I am indicating I have read and concur with the above description of my job.

Name: _____ Date: _____

Signature: _____

File Attachments for Item:

6. Approval to apply for a Rural Infrastructure Grant through Florida Commerce for the Gwen Lake Project.



Florida Rural Infrastructure Fund Program

Application for Funding

Applicant: City of Lake City, Florida
(Name of Applicant)

Project Title: Gwen Lake Restoration
(Name of Project)

State Fiscal Year 2023-2024

Application Date: 11/6/2023

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

Telephone: (850) 717-8405
Web: <http://www.FloridaJobs.org/RIF>

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Part I – Applicant Profile

Applicant Contact Information:

Entity Name: City of Lake City, Florida		
Street Address: 205 North Marion Avenue		
Mailing Address (if different):		
City: Lake City	Zip Code: 32055	County: Columbia
Main Telephone: (386)752-2031	Main Facsimile: (386) 752-4896	Federal ID Number:

Chief Elected Official: Stephen Witt	Title: Mayor
Telephone: (386) 719-5756	Facsimile: (386) 752-4896
E-mail Address: WittS@lcfla.com	

Chief Financial Officer: Angela Taylor Moore	Title: Finance Director
Telephone: (386) 719-5844	Facsimile: (386) 758-5488
E-mail Address: TaylorA@lcfla.com	

Applicant Project Contact: Demetrius Johnson	Title: Interim City Manager
Street Address: 205 North Marion Avenue	
City: Lake City	Zip Code: 32055
Direct Telephone: (386) 719-5816	Facsimile: (386) 752-4896
E-mail Address: JohnsonD@lcfla.com	

Application Preparer Information		
Preparer's Name: Shannon Williams	Organization Preparing Application: <input type="checkbox"/> Local Government <input checked="" type="checkbox"/> Private Company <input type="checkbox"/> Regional Planning Council	
Street Address: 343 East Duval Street, Suite 105		
City: Lake City	State: FL	Zip Code: 32055
Telephone: (386) 292-1410	Facsimile:	
E-mail Address: swilliams@gatewaygrants.net		

Consultant Information (if applicable)		
Consultant's Name: Shannon Williams	<input checked="" type="checkbox"/> Private Company <input type="checkbox"/> Regional Planning Council	
Street Address: 343 East Duval Street, Suite 105		
City: Lake City	State: FL	Zip Code: 32055
Telephone: (386) 292-1410	E-mail Address: swilliams@gatewaygrants.net	

Demographics and Area Data		
U.S. Congressional District Number: 3	Florida Senate District Number: 6	Florida House District Number: 10
Total Population: 12,497	Unemployment Rate: 3.5%	Poverty Rate: 18.4%
Source: United States Census Bureau	Source: U.S. Bureau of Labor Statistics	Source: United States Census Bureau
Source Date: 10/29/2023	Source Date: 10/29/2023	Source Date: 10/29/2023

Indicate what RIF grant category is being applied for:		
<input type="checkbox"/> Total Project Participation Grant <input checked="" type="checkbox"/> Project Planning and Preparation Grant <input type="checkbox"/> Preclearance Review Grant		
Indicate the total amount of RIF funding being requested: \$250,000.00		
If the proposed project is located in a Rural Area of Opportunity (RAO), indicate which one: (See list of RAOs in application instructions.)		
<input type="checkbox"/> Northwest RAO <input type="checkbox"/> South Central RAO <input checked="" type="checkbox"/> North Central RAO		
If applying for Panhandle Specific Appropriation funds, please indicate the County in which the project is located:		
<input type="checkbox"/> Calhoun County <input type="checkbox"/> Jackson County <input type="checkbox"/> Gadsden County <input type="checkbox"/> Liberty County <input type="checkbox"/> Holmes County <input type="checkbox"/> Washington County		
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, include the documentation specified in the application 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 included.	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Regulatory Action Are improvements being made in this project to inadequate infrastructure that has resulted in regulatory action that prohibits economic or community growth? If yes , include a copy of the letter citing the regulatory action.	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Catalyst Site Is the project related to preclearance review and also located within a catalyst site as defined in Section 288.061, Florida Statutes? If yes , include a map showing the boundary of the catalyst site and the project boundary within.	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Comprehensive Plan Is the proposed project consistent with the applicant's Comprehensive Plan? The project must be consistent in order for the project to be funded through the RIF program and supporting documentation must be included with the application.	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

Part II – Project Description and Timeline

Project Description

Describe the proposed project in no more than three sentences: The City intends to rehabilitate or reconstruct the water level control structure (dam), remove accumulated sediments, remove vegetation that has been growing on sediment, stabilize and armor the inflow ditch to significantly reduce future sediment into the lake and restore former open-water conditions to the lake.

Clearly summarize the proposed project as outlined in the application instructions.

The City of Lake City is located in Columbia County, in the state of Florida. Lake City is approximately 12.25 square miles with approximately 12,500 residents inside the city limits. The City of Lake City is like any other small City in that there are wonderful people, a great atmosphere, and inclusive family events. Also, as with most cities this size, Lake City has projects to address issues that are beyond the fiscal restraints of the City. In our case, the project is Gwen Lake Restoration.

Gwen Lake is a body of water approximately 6 acres in size. The lake is surrounded by 1960s-era homes on the west side of the City. Although there are homes around the lake, the lake is accessible to the public and citizens of the city. Over the years, due to the issues adjacent to the lake, the recreation, wildlife, and aesthetic value of the lake have deteriorated to the point of dysfunction due to the issues plaguing the lake.

The City in cooperation with some funding from the Suwannee River Water Management District started addressing the problems in phases. The first phase was the construction of a sediment pond system to reduce the sediment in the lake. After these two phases, the city began armoring the ditch flowing into the lake.

DESCRIPTION OF THE PROBLEM:

There are two major problems that are impacting the lake which need to be addressed, at the same time.

1) FAILURE OF THE IMPOUNDMENT

Approximately around 2016-2017 the small concrete structure, that is serving as the emergency spillway for the lake, experienced failure. The failure completely drained the lake. The City did the best it could, with the funds available, to repair the structure and reinforce the earthen impoundment on both sides of the structure. The repair has not functioned as well as expected. The water level did not return to pre-failure levels. In addition, large storm events caused erosion in the area where the impoundment and structure meet. Causing the water level to lower even further over time. As the water level lowered, the lake bottom was exposed causing vegetation to grow in on the exposed lakebed. Currently, 75% of the normal lake level is covered with vegetation.

2) SEDIMENTATION OF THE LAKE

The major ditch flowing into the lake has an extremely massive erosion problem. The erosion of the ditch is so bad that residents along the ditch have been losing property over the years. All the erosion is settling in the lake. Although the delta that has developed in the lake has been reduced,

the plum of sediment is growing with every large rain event. The city installed a sediment basin, but it has not stopped the accumulation of sediment in the lake.

As stated in the previous paragraph, the erosion of the impoundment has caused sedimentation in the outflow creek. In addition. The sediment from the inflow creek is making its way to the outflow creek. This sedimentation has been found at the receiving lake downstream of Gwen Lake.

PROPOSED SOLUTION

The solution to the issues facing the lake has three parts.

PART 1 – REDESIGN AND RECONSTRUCT THE IMPOUNDMENT AND STRUCTURE

The project consists of hiring a design firm with impoundment design expertise. The firm will survey the existing structure and impoundment. The design of the structure and impoundment will be a complete reconstruction of the area. The permitting of the redesign will require federal, state, and local permits. If the design requires, the impoundment will be listed on the national dam inventory, with an Emergency Action Plan and an evaluation of any changes to the floodplains, completing a Letter of Map Revision (LOMR), if required. Although the structure and impoundment will be new, it will be designed to return the lake to the normal water level and restoring the aesthetics and recreation potential of the lake.

PART 2 – RESTORATION OF THE LAKE

While the impoundment is being reconstructed, the vegetation will be removed and the sedimentation on the lake bottom will be removed. The phase will start with a survey of the wetlands and area elevations (banks and lake bottoms). An engineering firm with environmental specialists will be hired to determine the extent of the wetlands and the extent and depth of the sedimentation. The depth of the sedimentation will be determined by boring and/or soil penetration radar. Once determined, a design that restores the lake to historical size and depth will be developed based on data obtained from the investigation and historical aerials. The consultants will obtain all federal, state, and local permits, providing mitigation for any wetland impacts from the impoundment's reconstruction and the lake's restoration. Sediment will be properly disposed of according to the health of the soil. New vegetation will be planted to maximize any onsite mitigation and enhance the recreational use of the lake.

PART 3A– ARMAMENT OF THE INFLOW DITCH

This part of the project will stabilize and armor the inflow ditch. The part will begin with a survey of the entire ditch and at least 50 feet adjacent to the banks. The city will hire an engineering consultant to assess the condition of the ditch and design a system that can be constructed to stabilize the slopes of the ditch and ensure that the system will tie into the existing sediment pond and discharge structure. As the side slopes of the ditch can be steep, the design will take more than typical practices. The consultant will obtain all federal, state, and local permits. If the work is determined to impact wetlands, the consultant will work in conjunction with the other consultants, to assure that all impacts are mitigated. If onsite mitigation can be achieved that will be the first option. Again, due to the side slopes, specialized equipment may need to be used.

PART3B – ARMAMENT OF THE OUTFLOW CREEK

This part of the project will remove sediment from the creek and complete the armament of the creek. Some armament was placed when the structure failed, but more is needed. The part will start with a survey of the area and 50 feet adjacent to the banks. The city will hire an engineering

consultant if one consultant is not hired to design the entire project. The consultant will design a plan to remove the sediment and enhance the existing system. Since this part is not disturbing the creek as much as part 3a, the expectation is that the permitting will not be as intense. However, permits will be required, the consultant will be required to obtain federal, state, and local permits. The design will mimic the design of the inflow ditch but should not require the intense sides slope design.

Proposed Timeline

Task/Activity Description	Task/Activity Duration	Deliverable
Engineering Design	6 months	Civil-engineered design plans
Permitting	6-9 months	Environmental permits
Environmental Consulting	6 months	Environmental planning report
Geotech	3 months	Geotech reports
Surveying	3 months	Project surveys
Construction/Restoration	18 months	Redesign and reconstruct the impoundment and structure; removal of the vegetation and the sedimentation on the lake bottom; armament of the inflow ditch and outflow creek.
Administration	18 months	Grant administration and closeout services

Part III – Economic Narrative

Provide a summary of the project’s economic benefit, long-term viability, and potential local or regional economic impact. The summary should include a description of the current and anticipated economic conditions of the area.

Restoring a lake in a neighborhood can have a multitude of economic benefits, contribute to long-term viability, and have positive local or regional economic impacts. Here are some key points to consider:

Economic Benefits:

- **Increased Property Values:** Properties near water bodies are often more valuable. Restored lakes can lead to an increase in the value of surrounding properties, which can be beneficial to homeowners and the local government through increased property tax revenues.
- **Recreation:** The restoration of Gwen Lake will attract locals seeking recreational activities, such as boating, fishing which can boost local business.
- **Temporary Job Creation:** The restoration process itself can create jobs as the City will need to hire engineers and contractors for the restoration.

Long-term Viability:

- **Sustainable Ecosystem Services:** A restored lake can provide long-term benefits such as water filtration, flood control, and habitat for wildlife, which are critical for the sustainability of the local ecosystem.
- **Renewable Resource Management:** Properly managed lakes can serve as renewable resources for activities like fishing and aquaculture, ensuring long-term economic activity.
- **Education and Research Opportunities:** Restoring Gwen Lake to a healthy lake ecosystem can serve as a site for educational programs and scientific research, which can have long-term intellectual and economic benefits.

Local or Regional Economic Impacts:

- **Infrastructure Improvement:** Restoration projects can lead to improvements in local infrastructure such as roads, parks, and public spaces, which can have wider economic impacts.
- **Quality of Life:** Clean and accessible lakes can improve the quality of life for residents, potentially attracting new residents and businesses to the area.
- **Environmental Health:** A restored lake improves the environmental health of the area, which can reduce healthcare costs associated with pollution.
- **Multiplier Effect:** Money spent on restoration and subsequent increased recreation at the lake can be recirculated within the local economy, leading to a multiplier effect that enhances economic growth.

Describe the proposed project’s potential for enhanced job creation and/or increased capital investment, including but not limited to the following information:

- The nature of the business activities which will be conducted at the site of, or which relate to the project.
- Description of the capital investment in real and personal property – do not include product inventory.

Restoring Gwen Lake, even without the direct benefit of job creation, holds significant ecological, environmental, and social importance including:

- **Biodiversity Conservation:** Restoring Gwen Lake can support a wide range of flora and fauna, contributing to the conservation of biodiversity. It can serve as a habitat for various species, some of which may be endangered or rare, thus playing a crucial role in maintaining ecological balance.
- **Water Quality Improvement:** Restoration helps in improving the water quality of the lake, which is beneficial for the health of the ecosystem and the communities around it. Clean water is essential for both wildlife and human populations, and it supports recreational activities such as swimming and fishing.
- **Climate Change Mitigation:** Lakes act as carbon sinks, absorbing carbon dioxide from the atmosphere. By restoring a lake, its capacity to sequester carbon can be enhanced, thereby contributing to the mitigation of climate change effects.
- **Flood Control:** A healthy lake can serve as a natural flood basin, reducing the impact of heavy rains and protecting surrounding landscapes and habitats from flood damage.
- **Educational Opportunities:** A restored lake can be used as an outdoor laboratory for educational purposes, allowing students and researchers to study ecology, hydrology, and other environmental sciences.
- **Recreational and Aesthetic Value:** The presence of a well-maintained lake can enhance the beauty of an area, providing a peaceful environment for recreational activities such as bird watching, boating, and picnicking, which in turn can improve the quality of life for local residents.
- **Preservation of Cultural Heritage:** Many lakes have historical and cultural significance for local communities. Restoring a lake can help preserve these cultural ties and can be an integral part of maintaining the community's identity.
- **Long-term Economic Benefits:** While the restoration may not generate immediate jobs, it can lead to long-term economic benefits by attracting tourism, enhancing property values, and potentially fostering new recreational businesses in the future.

Capital investment in real and personal property in relation to restoring a lake in a neighborhood refers to the upfront expenditure for long-term assets that will be used in the restoration and ongoing maintenance of the lake. Here's a detailed description:

Real Property Investments:

- **Land Acquisition or Easements:** If additional land around the lake is required for the restoration project or to create buffer zones, the investment might include purchasing land or obtaining easements for access and use.
- **Infrastructure Improvements:** This might involve constructing or enhancing stormwater management systems, building retaining walls,

improving surrounding landscapes, and creating pathways or public access areas.

- Water Control Structures: Installation or repair of dams, weirs, culverts, and spillways to manage water levels and flow within the lake and its adjoining waterways.
- Erosion Control: Investment in shoreline stabilization techniques such as riprap, bulkheads, or naturalistic engineering solutions like living shorelines to prevent erosion.
- Dredging Equipment: Capital costs for dredging equipment if sediment removal is necessary to restore the lake to its original depth and water quality.

Personal Property Investments:

- Machinery and Equipment: This could include the purchase of boats, aerators, water pumps, or filtration systems to maintain water quality.
- Monitoring and Testing Instruments: Capital investment in scientific instruments for regular monitoring of water quality, such as pH meters, dissolved oxygen meters, and other testing equipment.
- Habitat Structures: Investment in the creation or installation of artificial habitats like fish cribs or planting of aquatic vegetation to enhance the ecological health of the lake.
- Signage and Informational Displays: The creation of educational signage to inform the public about the lake's flora and fauna, historical significance, and restoration efforts.

Soft Costs:

- Planning and Design Services: Payments for professional services such as environmental consultants, landscape architects, and civil engineers who design and oversee the restoration project.
- Legal and Permitting Fees: Costs associated with obtaining the necessary permits and ensuring compliance with environmental regulations and zoning laws.
- Community Engagement: Investment in community outreach efforts to gain public support and input for the project.
- Capital investments in both real and personal property are essential for the successful restoration and sustainable management of a lake ecosystem. They contribute not only to the environmental goals but also to the aesthetic and recreational enhancements that benefit the neighborhood in the long term.

In summary, the restoration of a lake can have far-reaching benefits that extend beyond immediate economic gains, enriching ecosystems, serving educational purposes, providing recreational spaces, and enhancing the overall health and well-being of the community and the environment.

Describe the level of public and private commitment to the project. Include the extent of local expenditures for construction, use of local firms or resources, or purchase of local equipment or materials that have or will have ripple effects on the area's economy.

The City of Lake City has committed sources to the restoration of Gwen Lake for over 6 years. The City invested funds with a consultant engineering firm, which, over time, did not deliver the services required to move forward with the restoration of the lake. The failure of this firm to deliver the contracted services fostered wide-ranging and significant consequences for both the community and the local economy including:

- **Environmental Impact:** The primary goal of this lake restoration is to address environmental issues such as pollution, eutrophication, and loss of biodiversity. Failure to provide these services means these problems persist or worsen, affecting the local ecosystem.
- **Economic Impact:** Money spent on ineffective services is a waste of taxpayer funds. Additionally, the lake might be a source of economic activity through tourism, fishing, and recreation. If the lake is not restored, this revenue can decrease.
- **Public Health:** Lakes often serve as a water source for nearby populations. If the restoration meant to improve water quality doesn't happen, the community might face health risks due to contaminated water.
- **Legal and Administrative Costs:** The City might need to engage in legal battles to either enforce the contract or seek damages, incurring further expenses and diverting resources from other city projects.
- **Reputational Damage:** Both the City government and the engineering firm might suffer reputational damage. For the government, it can lead to a loss of public trust. For the firm, it could mean a loss of future contracts.
- **Opportunity Cost:** The funds allocated for the lake restoration could have been used for other community projects. The failure to deliver services means these opportunities are missed.
- **Community Well-being:** Public spaces like this lake often contribute to the community's quality of life. If the lake's condition deteriorates, it can lead to a decline in community well-being and satisfaction.
- **Property Values:** Properties near a well-maintained lake are often valued higher. If the lake is neglected, property values in the surrounding area might decrease.
- **Increased Maintenance Costs:** Delaying necessary restoration can lead to higher costs in the future, as problems may become more severe and complicated to address.
- **Loss of Biodiversity:** A failure to restore the lake can lead to the loss of habitat for various species, resulting in a decline in local biodiversity.

Addressing such failures often requires the government to seek alternative service providers or to increase oversight and accountability measures for contracted firms to prevent the recurrence of such issues.

The City, then, entered a contract with Wetlands Solutions, Inc. to evaluate the potential of restoring open water habitat at Gwen Lake. Water levels in Gwen Lake were historically controlled by an outlet spillway structure. Failure of the outlet structure, combined with failure of the inflow pipe under NW Willow Drive and sediment deposition from erosion in the upstream stormwater system has resulted in shallow water levels and the establishment of nuisance aquatic vegetation in approximately half the lake.

WSI has so far, presented a history of lake conditions, described existing watershed and lake conditions, outlined the major elements of a restoration

plan, summarized regulatory considerations relevant to project implementation, enumerated expected costs and benefits, discussed potential funding sources, and provided some additional data and steps to complete the project.

Part IV – Project Budget

Provide a breakdown of the total budget for the proposed project, including both RIF funding and other sources of funding.

ACTIVITY/TASK	RIF FUNDS	OTHER FUNDING SOURCES	TOTAL
Environmental Consulting	\$0.00	\$25,000.00	\$25,000.00
Engineering Design	\$175,000.00	\$	\$175,000.00
Geotech	\$5,000.00	\$	\$5,000.00
Surveying	\$7,500.00	\$	\$7,500.00
Permitting	\$10,000.00	\$	\$10,000.00
Construction/Restoration	\$2,450,000.00		\$2,450,000.00
Grant Administration	\$27,500.00	\$	\$27,500.00
	\$	\$	\$
	\$	\$	\$
TOTAL	\$2,675,000.00	\$25,000.00	\$2,700,000.00

Provide an explanation of how the total infrastructure costs for the proposed project were estimated.

Estimating the total project costs for this proposed project is a complex process that involves several stages including scope definition, preliminary design and feasibility studies, detailed engineering design, unit cost estimation, labor, equipment and material costs, indirect costs, contingencies and inflation, final estimates, and the bid process. The City has contracted with engineering firms that have provided preliminary estimates. Estimates have been reviewed and adjusted for inflation.

Part V – Sources and Uses of Non-RIF Funds

Source	Amount Contributed	Type (Loan, Grant, Local Government Funds, Donated Land, or Other Funding)
Analysis of Gwen Lake Drainage Basin	\$29,200.00	Local Government Funds
Gwen Lake Phase 1	\$27,200.00	Local Government Funds
Engineering Services for Gwen Lake Phase 2	\$53,720.00	Local Government Funds
Florida Fill & Grading Improvements to Gwen Lake Drainage	\$319,955.59	Local Government Funds
Gwen Lake Phase 2 Wetland Mitigation Plan	\$5,500.00	Local Government Funds
Environmental Engineering for Gwen Lake	\$2,893.29	Local Government Funds
SRWMD Funds (Pending)	\$250,000.00	Suwannee River Water Management District
Total Expended	\$438,468.88	
Total Funds Pending	\$250,000.00	
Total of Sources of Non-RIF Funds	\$688,468.88	

Part VI – Participating Party Information (if applicable)

Complete and attach a [Participating Party Information Form](#) for each entity creating or retaining jobs as a result of this project.

N/A

Part VII – Application Authorization

I, the undersigned chief elected official or authorized representative of the applicant, certify that to the best of my knowledge:

- a. This application is in all respects fair and submitted in good faith without collusion or fraud;*
- b. If selected through this application process, the recipient will work in good faith and in partnership with the Department of Commerce to manage its grant in a timely and accurate manner;*
- c. The information in this application is accurate; and,*
- d. The undersigned is duly authorized to bind the entity represented in this application.*

Signature of Chief Elected Official or Designee
Signature: _____
Typed Name and Title: Stephen Witt, Mayor
Date: 11/6/2023
If signed by a person other than the chief elected official, a signature authorization must be included.

Signature of Application Preparer if not an employee of the Applicant
--

Signature: _____

Typed Name and Title: Shannon Williams, Grant Writer and Administrator

Name of Firm or Agency: Gateway Grant Writing & Administration Services, Inc.



Florida Rural Infrastructure Fund Program

Application Instructions

Part I – Applicant Profile

The application profile must reflect the requested information about the applicant, including demographics, area data, and the person who prepared the application.

Application Category

There are three categories of RIF grants that applicants can request funding for. Indicate which category is being applied for:

Total Project Participation Grants

To facilitate access to and maximize the use of state, federal, local, and private resources, grants may be awarded for up to 75 percent (75%) of the total infrastructure project costs, or up to one hundred percent (100%) of the total infrastructure project cost for a project located in a rural community as defined in s. 288.0656(2), F.S., which is also located in a fiscally constrained county as defined in s. 218.67(1), F.S., or a rural area of opportunity as defined in s. 288.0656(2), F.S.

Eligible uses of funds include:

- Improvements to public infrastructure for industrial or commercial sites;
- Upgrades to or development of public tourism infrastructure;
- Improvements to inadequate infrastructure that has resulted in regulatory action.

Authorized infrastructure may include the following public-private partnership facilities:

- storm water systems;
- telecommunications facilities;
- roads or other remedies to transportation impediments;
- other physical requirements to facilitate economic development activities in the community.

Project Planning and Preparation Grants

Grants may be awarded for up to \$300,000 for feasibility studies, design and engineering activities, or other infrastructure planning and preparation activities. Grants awarded under this category may be used in conjunction with Total Project Participation grants.

Preclearance Review Grants

To enable rural communities to access the resources available under the Expedited Permitting – Preclearance Review Process (Section 403.973(18), Florida Statutes), grants may be awarded for surveys, feasibility studies, and other activities related to the identification and preclearance review of land which is suitable for preclearance review. Grant application criteria includes the extent to which administrative and consultant expenses are minimized.

Maximum award amounts and local funds match requirements:

- Projects located outside a RAO - \$75,000 with 50 percent local funds match;
- Projects located within a RAO - \$300,000 with no local funds match required; and
- Projects located within a catalyst site (as defined in Section 288.0656, Florida Statutes) - maximum amounts same as above, depending on RAO status. However, the local funds match requirement may be waived pursuant to the process in Section 288.06561, Florida Statutes, for projects outside an RAO.

Rural Area of Opportunity (RAO)

If the proposed project is located in a RAO, indicate which one.

- *Northwest Rural Area of Opportunity:* Calhoun, Franklin, Gadsden, Gulf, Holmes, Jackson, Liberty, Wakulla, and Washington counties, and the area within the city limits of Freeport and Walton County north of the Choctawhatchee Bay and intercoastal waterway. To learn more about the Northwest RAO region, please contact [Opportunity Florida](#).
- *South Central Rural Area of Opportunity:* DeSoto, Glades, Hardee, Hendry, Highlands, and Okeechobee counties, and the cities of Pahokee, Belle Glade, and South Bay (Palm Beach County), and Immokalee (Collier County). For more information about the South Central RAO region, please contact [Florida's Heartland Regional Economic Development Initiative, Inc.](#)
- *North Central Rural Area of Opportunity:* Baker, Bradford, Columbia, Dixie, Gilchrist, Hamilton, Jefferson, Lafayette, Levy, Madison, Putnam, Suwannee, Taylor, and Union counties. For more information about the North Central RAO region, please contact [North Florida Economic Development Partnership](#).

Historic Preservation

Answer "Yes" if any project activity will result in one of the following:

- Direct physical changes to a structure 50 or more years old, such as demolition (partial or complete), rehabilitation, restoration, remodeling, renovation, expansion, or relocation
- Direct physical changes to public improvements 50 or more years old, such as stone curbs or brick streets
- Direct physical changes to a planned open space 50 or more years old, such as a park or plaza
- Project activities occurring within 100 feet of a structure, public improvement, or planned open space 50 or more years old
- Project activities occurring in a Historic District listed on the National Register of Historic Places.

If this question is answered "Yes," proceed as follows:

- Contact the State Historic Preservation Office (SHPO) during the application planning process. Properties listed, or eligible for listing, in the National Register of Historic Places must be designed in accordance with the recommended approaches in the ***Secretary of the Interior's Standards or Rehabilitation Guidelines for Rehabilitating Historic Buildings*** (U.S. Department of the Interior, National Park Service). This publication and technical assistance may be obtained from the SHPO, 500 South Bronough Street, Tallahassee, Florida 32399-0250.
- Provide original photographs to SHPO that can be used to determine the historical/architectural significance of the property. Photographs must show each side of the structure and general views of the property in its surroundings; they should be identified by street address and keyed to the service area map. If potentially significant historic properties are identified, SHPO will recommend the appropriate approach.

- Provide the following documentation:
 - The location/address;
 - The construction date;
 - The activity affecting the historic property; and
 - The results of any pre-application discussions with SHPO regarding the potential impact of the proposed project on historic properties

Interlocal Agreements

Indicate whether or not activities will require an interlocal agreement. If activities will take place, or services will be extended or provided, outside of the local government applicant’s jurisdiction, include an interlocal agreement signed by the chief elected officials, or legally designated individuals of the jurisdictions, that specifies:

- The units of local government (parties involved);
- The purpose of the interlocal agreement;
- A delineation of the cooperation between the parties involved;
- A description of the activities and the service area(s);
- The amount of funds being committed (and associated terms); and
- A statement that the project is not inconsistent with the local comprehensive plans of all involved jurisdictions.

Regulatory Action

If the proposed project will address inadequate infrastructure that has resulted in regulatory action that prohibits economic or community growth, the application must include a copy of the letter citing the relevant regulatory action.

Catalyst Site

If the proposed project is related to preclearance review and is also located within a catalyst site as defined in Section 288.061, Florida Statutes, the application must include a map showing the boundary of the catalyst site and the project boundary within.

Comprehensive Plan

The proposed project must be consistent with the applicant’s comprehensive plan and the application must include documentation to support this consistency.

Part II – Project Description and Timeline

Project Description

Provide a narrative description of each proposed activity. Applications proposing more than one activity should include a description for each activity.

Each description should include the following minimum information:

- Quantity of the activity
- If funds from other sources are being used, describe how the funds will be used
- Location of the activity within the applicant’s jurisdiction
- Cost of the activity
- A list of any major permits, comprehensive plan amendments, zoning changes, or similar approvals required
- For infrastructure projects, an indication of who will own and maintain the infrastructure once completed

In addition to describing the location of the project, the applicant must provide a project map, which, at a minimum, shows:

- A scale;
- A north arrow;
- The boundaries of the applicant’s jurisdiction;
- The specific location of the project activity within the applicant’s jurisdiction;
- The applicant’s administration building, from which it will be managing the project; and
- Street names and other identifying landmarks within the jurisdiction.

Project Timeline

Outline each step of the project, from grant award to closing out the agreement. Provide an estimate of how long each step of the process will take, in months, and the associated activity/task deliverable.

Part III – Economic Narrative

Describe the proposed project’s economic benefit, long-term viability, and potential local or regional economic impact. The summary should include a description of the current and anticipated economic conditions of the area. Describe the project’s potential for enhanced job creation or increased capital investment, including but not limited to, the following information:

- (1) The nature of business activities which will be conducted at the site of, or which relate to, the project, and
- (2) A description of the capital investment in real and personal property, not including product inventory.
- (3) Describe the level of public and private commitment to the project. Include the extent of local expenditures for construction, use of local firms or resources, or purchase of local equipment or materials which have or will impact on the area’s economy.

Part IV – Project Budget

Complete the budget table included in the application based on the type of activity being applied for. If funds from another source are being used to

assist with a particular activity, those funds should be listed separately from the requested RIF funds.

Applicants must also detail how they determined the total estimated costs associated with the project and upload all documentation used to make the determination. The written explanation should detail how the proposed budget is reasonable and appropriate considering the scope, substance, and duration of the proposed project. There is no specific format for providing budget assumption documentation, but it should clearly correspond with the type of activities and their associated costs entered in the budget table. The documentation should also demonstrate that the applicant has carefully considered the financial aspects of the project and has a solid rationale for the amount of RIF funding being requested.

Part V – Sources and Uses of Non-RIF Funds

Identify any additional sources of funding that will be contributed to the project. Additionally, include documentation that the funds are available for use, such as an award letter, and that they have been contributed to this project, such as a resolution or minutes from a council or commission meeting. If an application has been submitted, but not yet awarded, for other non-RIF funds, include a copy of the application. Please note: all other funds must be available for use prior to award of RIF funding.

Part VI – Participating Party Information (if applicable)

Complete a Participating Party Information Form for each entity creating or retaining jobs as a result of this project and upload them as part of the application. Participating Party Information Form available for download from www.FloridaJobs.org/RIF

Part VII – Application Authorization

The application certification statement must be signed by the applicant’s chief elected official. Any other signatory must be accompanied by a letter of signature authority signed by the chief elected official.

Supporting Documentation Summary

- Communications with the State Historic Preservation Office (SHPO), if applicable
- Interlocal Agreements, if applicable
- Letter citing regulatory action, if applicable
- Catalyst Site Map, if applicable
- Comprehensive Plan documentation
- Project Map

- Cost Estimate documentation
- Documentation of other sources of funding
- [Participating Party Information Forms](#) for each Participating Party, if applicable
- Letter of signature authority signed by chief elected official, if applicable

File Attachments for Item:

7. City Council Resolution No. 2023-130 - A resolution of the City Council of the City of Lake City, Florida, authorizing the execution of a contract with Colin Baenziger & Associates; providing for Executive Recruitment Services related to the employment of a City Manager; declaring an emergency pursuant to Section 2-181 of the City Code; authorizing an agreement price not-to-exceed \$29,500.00; providing for conflict; and providing for an effective date.

Note: Item removed from 10/16/2023 agenda until such time full council in attendance.

CITY COUNCIL RESOLUTION NO. 2023-130

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AUTHORIZING THE EXECUTION OF A CONTRACT WITH COLIN BAENZIGER & ASSOCIATES; PROVIDING FOR EXECUTIVE RECRUITMENT SERVICES RELATED TO THE EMPLOYMENT OF A CITY MANAGER; DECLARING AN EMERGENCY PURSUANT TO SECTION 2-181 OF THE CITY CODE; AUTHORIZING AN AGREEMENT PRICE NOT-TO-EXCEED \$29,500.00; PROVIDING FOR CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Lake City, Florida (hereinafter the "City") finds that there is an emergency need for professional recruitment services for the employment of a City Manager (hereinafter the "professional services"); and

WHEREAS, section 2-181, Code of the City of Lake City, Florida, and the City's *Procurement Policies & Procedures Manual* provide for the procurement of supplies or contractual services in any emergency to protect the health and general welfare of the City and its citizens; and

WHEREAS, the City solicited a quote from Colin Baenziger & Associates (hereinafter "Baenziger") for the professional services and Baenziger has provided a quote in the amount of twenty-nine thousand five hundred dollars and zero cents (\$29,500.00); and

WHEREAS, the City Council finds that it is in its best interest to accept Baenziger's quote and to contract with Baenziger for the professional services pursuant to the terms, provisions, conditions, and requirements of the *Contract Between the City of Lake City, Florida and Colin Baenziger & Associates*, (hereinafter the "Contract"), a copy of which is 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, AS FOLLOWS:

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

Section 2. The City is hereby authorized to execute the Contract with Baenziger.

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

Section 4. Conflict. All resolutions or portions of resolutions in conflict with this resolution are hereby repealed to the extent of such conflict.

[Remainder of the page was left blank intentionally.]

Section 5. Effective Date. This resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED at a meeting of the City Council this ____ day of November 2023.

CITY OF LAKE CITY, FLORIDA

By: _____
Stephen M. Witt, Mayor

ATTEST:

Approved as to form and legality:

By: _____
Audrey Sikes, City Clerk

By: _____
Thomas J. Kennon, III,
City Attorney

**CONTRACT BETWEEN THE CITY OF LAKE CITY, FLORIDA, AND COLIN
BAENZIGER & ASSOCIATES**

THIS CONTRACT made and entered into this ____ day of _____
2023, by and between the CITY OF LAKE CITY, FLORIDA, a municipal
corporation, having a mailing address of 205 North Marion Avenue, Lake City,
Florida 32055 (herein referred to as "City") and COLIN BAENZIGER &
ASSOCIATES, having a mailing address of 2055 South Atlantic Avenue Suite
504 Daytona Beach Shores, FL 32118 (herein referred to as "Contractor").

WHEREAS, the City desires the Contractor to perform an executive
recruitment to fill the City Manager position; and

WHEREAS, the City desires to enter into a contract with the Contractor to
memorialize the intentions and obligations of the City and Contractor.

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 Contract.

2. **Definitions**: The following definitions of terms associated with
this Contract are provided to establish a common understanding between
both parties to this Contract, as to the intended usage, implication, and
interpretation of terms pertaining to this Contract:

a. "CITY" means the City Council of the City of Lake City,
Florida, and any official or employee thereof who shall be duly

authorized to act on the City's behalf relative to this Contract.

b. "CONTRACT" means the terms, conditions, and covenants expressed herein in addition to all the terms, conditions, and covenants of the *Proposal to Provide Executive Recruitment Services for Lake City, FL* and its incorporated instruments and addendum (hereinafter collectively referred to as the "Contract" or "Agreement"), reasonably inferred to the City and general conditions, all of which are incorporated herein and made an essential part of this agreement between the parties. Should any term or condition of the documents referenced within this paragraph be found to conflict with a term or condition of this contract the term or condition of this contract shall prevail and be binding.

c. "CONTRACTOR" means the individual or firm offering professional services, which has executed this Contract, and which shall be legally obligated, responsible, and liable for providing and performing any and all of the services and work of sub-contractors, required under the covenants, terms, and provisions contained in this Contract and any and all amendments to this Contract.

d. "SERVICES" means professional services for the executive recruitment to fill the City Manager position including, but not limited to, the services and responsibilities listed within the

Agreement or the following:

1. Develop the Candidate Profile
 2. Develop Advertising Campaign and Recruitment Brochure
 3. Recruit Candidates
 4. Screen Candidates
 5. Conduct Personal Interviews
 6. Conduct Public Record Search
 7. Provide Recommendations
 8. Assist with Final Interviews
 9. Conduct Detailed Reference and Background Checks
 10. Assist with Negotiations
 11. Provide Complete Administrative Assistance
- e. "SUB-CONTRACTOR" means any individual or firm offering professional services which is engaged by the Contractor or one of its sub-contractors in providing and performing the professional services, work and materials for which the Contractor is contractually obligated, responsible and liable to provide and perform under this Contract and any and all amendments thereto. The City shall not be a party to, responsible or liable for, or assume any obligation whatsoever for any agreement entered into between the Contractor and any sub-contractor or any sub-sub-contractor.
- f. "PARTIES" means the signatories to this Contract.

3. **Engagement of Contractor:** City hereby engages Contractor to provide City with the services identified herein and within the Agreement.

4. **Term of Contract:** The Contractor shall fully complete all work required under this Contract within ninety (90) to one hundred and ten (110) calendar days immediately following the notice to proceed issued by the Procurement Department. The Contractor shall not commence any work until the Contractor has provided the City's Procurement Department with proof of insurance coverages. The term of this Contract may be extended only by a written agreement of the parties.

5. **Compensation and Method of Payment:** City agrees to pay the Contractor compensation for its services rendered to the City not to exceed the amounts shown in the Agreement which is a total of twenty-nine thousand five hundred dollars and zero cents (\$29,500.00). The Contractor shall submit invoices to City after each of the five (5) phases are completed and payment shall be governed by the *Local Government Prompt Payment Act*. City reserves the right to withhold an amount City deems necessary to pay any claims for labor and services rendered and materials provided to Contractor.

6. **Insurance:** Contractor agrees to and shall procure and maintain insurance during the term of this Contract and shall provide proof of the following minimum insurance coverages, in addition to any listed in the Agreement, to the City Procurement Department prior to the commencement of work:

- a. Comprehensive commercial general liability insurance covering as insured the Contractor and City with limits of liability of not less than \$1,000,000.00 per occurrence and aggregate, for coverage of bodily injury or death to any person or persons, property damage, premises-operations, independent contractors, products/completed operations; and
- b. Comprehensive automobile liability insurance covering all owned, hired, and non-owned vehicles with coverage limits of not less than \$1,000,000.00 per person and \$1,000,00.00 per occurrence, and \$1,000,00.00 property damages; and
- c. Worker's compensation insurance for the benefit of the employees of Contractor, as required by the laws of the State of Florida; and
- d. Professional liability insurance for "errors and omissions" covering as insured the City and Contractor with not less than \$1,000,000.00 limit of liability.

Providing and maintaining adequate insurance coverage is a material obligation of the Contractor and is of the essence of the Contract. This Contract does not limit the types of insurance Contractor may desire to obtain or be required to obtain by law. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability or obligations under the Contract. All insurance policies shall be through Insurers authorized to write policies in Florida. All certificates shall provide that the

policy or policies of insurance shall not be changed or canceled until at least ten (10) days prior written notice shall have been given to City. As to insurance other than workers compensation and professional liability insurance, the coverage shall name City as an additional insured for City's vicarious liability resulting from the conduct of Contractor and other employed or utilized sub-Contractors in the performance of the services.

7. **Indemnity:** Contractor is an independent contractor and agrees to indemnify, and hold harmless the City and its agents, and employees from and against all suits, actions, claims, damages, costs, charges, and expenses, including court costs and attorneys' fees, of any character caused by or brought because of any injury or damage received or sustained by any person, persons, or property caused by or resulting from any asserted negligent act, errors, or omissions of Contractor or its agents, employees, or sub-contractors.

The indemnity required hereunder shall not be limited by reason of the specifications of any particular insurance coverage in this Contract.

Notwithstanding any other provisions of this Contract, neither party will be responsible to the other party for consequential damages, including, but not limited to, loss of profit, loss of investment or business interruption.

8. **Liability:** The Contractor shall be, and agrees to be and remain liable for any and all damages, losses, and expenses incurred by the City caused by the errors, omissions, negligence or delays of the Contractor, or by any sub-contractor engaged by the Contractor in providing, performing and

furnishing services, work or materials pursuant to this Contract and any and all damages, losses, and expenses to the City caused by the Contractor's negligent performance of any of its obligations contained in this Contract. The Contractor shall be liable and agrees to be liable for and shall indemnify and hold City harmless for any and all claims, suits judgments, or damages, losses and expenses, including court costs, expert witness and professional consultation services, and attorney fees arising out of the Contractor's errors, omissions, negligence, breaches of contract or delays, or those of any and all sub-contractors engaged by the Contractor during the providing, performing and furnishing of services or materials pursuant to this Contract.

9. **Licenses and Compliance with Regulations:** The Contractor agrees to and shall obtain and maintain throughout the period that this Contract is in effect, all licenses and authorizations as are required to do business in the State of Florida, including, but not limited to, licenses required by any federal and state boards and other governmental agencies responsible for regulating and licensing the services provided and performed by Contractor pursuant to this Contract.

Contractor agrees to and will abide by and comply in accordance with the laws, statutes, ordinances, codes, rules, regulations and requirements of any and all governmental agencies which may regulate or have jurisdiction over the services to be provided and performed by Contractor for the City, and by any sub-contractor engaged by the Contractor.

10. **Timely Accomplishment of Services:** The timely and expeditious accomplishment and completion by the Contractor of all services provided

pursuant to this Contract is of the essence. The Contractor agrees to employ, engage, retain, or assign an adequate number of personnel throughout the period of this Contract so that all services provided pursuant to this Contract will be provided, performed, and completed in a diligent, continuous, expeditious, and timely manner throughout.

11. **Controlling Law:** This Contract is to be governed by the laws of the State of Florida. If any term or provision of the Contract is found to be illegal or unenforceable such term or provision shall be deemed stricken and the remainder of the Contract shall remain in full force and effect. It is further agreed and understood that in the event of any dispute between the City and Contractor arising out of any interpretation or compliance with any of the terms, conditions, and requirements of this Contract proper venue for filing any lawsuit with respect to any such disputes shall lie in Columbia County, Florida. It is intended and understood that this venue provision shall survive any bankruptcy filing.

12. **Attorneys' Fees and Costs:** In the event of default by either party under the terms of the Contract, the defaulting party shall be liable for, and agrees to pay all costs and expenses incurred in the enforcement of this Contract, including reasonable attorneys' fees as well as fees, costs, and expenses in the collection of said expenses.

13. **Other litigation:** The Contractor shall notify the City of any legal actions filed against it for a violation of any laws, rules, codes ordinances, or licensing requirements within thirty (30) days of the action being filed. The Contractor shall notify the City of any legal actions filed against it by a

government subdivision or for any claims of sub-Contractors or materialmen. Failure to notify the City of a legal action within thirty (30) days of the action shall be grounds for termination.

14. **Public Records:** The Contractor shall comply with all public records laws.

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

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

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

1. Keep and maintain public records required by the City to perform the services.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this Chapter 119 of Florida Statutes or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City.

If the Contractor considers any portion of any documents, data, or records submitted to the City to be confidential, proprietary, trade secret or otherwise not subject to disclosure pursuant to Chapter 119, Florida Statutes, the Florida Constitution, or other law, Contractor must simultaneously provide the City with a separate redacted copy of the information it claims as confidential and briefly describe in writing the grounds for claiming exemption from the public records law, including the specific statutory citation for such exemption. This redacted copy shall contain the Contract name and number, and it shall be clearly titled "Confidential." The redacted copy should only redact those portions of material that the Contractor claims are confidential, proprietary, trade secret or otherwise not subject to disclosure.

4. Upon completion of the contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and

exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

5. Failure of the Contractor to provide the above described public records to the City within a reasonable time may subject Contractor to penalties under 119.10, Florida Statutes, as amended.

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

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

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

this section shall terminate the contract with the person or entity.

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

d. A termination of this Contract under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. Contractor acknowledges that upon termination of this Contract by the City for a violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year. Contractor further acknowledges that Contractor is liable for any additional costs incurred by the City as a result of termination of any contract for a violation of this section.

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

16. **Entire Agreement:** Incorporated herein, and made a part hereof, are the Agreement and all addendum, and all attachments thereto. With those incorporations, this Contract constitutes the entire agreement between City

and Contractor and supersedes all prior written or oral understandings. Should any term or condition of the documents referenced within this paragraph be found to conflict with a term or condition of this contract the term or condition of this contract shall prevail and be binding. This Contract may only be amended, supplemented, modified, or canceled by a duly executed written instrument adopted by resolution.

17. **Effective and Binding:** This Contract shall not become effective or binding upon City unless and until the City Council of City shall have authorized the Mayor of the City to execute the same by the adoption of an official resolution.

18. **Execution in Counterparts and Authority to Sign:** This Agreement, any amendments, or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

19. **Effective Date:** It is agreed by City and Contractor that the effective date is that date first written above.

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

CITY OF LAKE CITY, FLORIDA

By: _____
Stephen M. Witt, Mayor

ATTEST:

Approved as to form and legality:

By: _____
Audrey Sikes, City Clerk

By: _____
Thomas J. Kennon, III,
City Attorney

**COLIN BAENZIGER &
ASSOCIATES**

By: _____
Colin Baenziger,
Principal



**PROPOSAL TO PROVIDE EXECUTIVE RECRUITMENT SERVICES
FOR
LAKE CITY, FL**

Volume I: Proposal

Colin Baenziger & Associates

Contact Person:

Colin Baenziger (561) 707-3537
Colin Baenziger & Associates
2055 South Atlantic Avenue • Suite 504
Daytona Beach Shores, FL 32118
e-mail: Colin@cb-asso.com
Fax: (888) 635-2430

...Serving Our Clients with a Personal Touch...

PROPOSAL TO PROVIDE EXECUTIVE SEARCH FIRM SERVICES

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October 26, 2023

The Honorable Mayor Stephen Witt and Councilmembers Jake Hill Jr., Ricky Jernigan, Todd Sampson, and Chevella Young

Attn: Alysha L. Jenkins, Legal Assistant
alj@rkkattorneys.com

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

The Honorable Mayor Witt and Councilmembers Hill, Jernigan, Sampson, and Young:

Colin Baenziger & Associates (CB&A) would like to thank you for the opportunity to submit this proposal to assist in finding your next City Manager. While selecting key personnel is never easy, CB&A has developed a problem-free process that has been tested across the country and found to be extremely effective.

While CB&A is a nationwide municipal recruiting firm, our home base is Florida. In fact, we have been selected to perform 135 of the last 202 recruitments where a Florida city or county has chosen to use a recruiter to find its Manager / Administrator. We pride ourselves on providing not just high-quality results, but, equally important, providing a great deal of personal attention to each of our local government clients and candidates. To conduct a proper recruitment, we feel the project manager must do more than just drop by occasionally. He/she must get to know the elected officials and the community firsthand. That effort takes time, but it is the only way to ensure the candidates we recommend are well qualified and fit well with you and your community. As a result, we only take a few clients at a time and focus on completing each assignment in an exemplary manner. Further, we routinely complete our work in ninety days. This timeframe includes preparation of recruitment and advertising materials, candidate outreach, candidate screening, finalist interviewing, and selection. Finally, we offer one of the better warranties in the industry.

Some of our Florida searches include City Managers for Aventura, Bay Harbor Islands, Bradenton, Cape Coral, Cutler Bay, Destin, Estero, Fort Myers, Fruitland Park, Gainesville, Hallandale Beach, Islamorada, Lady Lake, Melbourne, Miramar, Mount Dora, Ocala, Orange City, Palm Beach Gardens, Palmetto Bay, Palm Coast, St. Pete Beach, Tavares, Treasure Island, and West

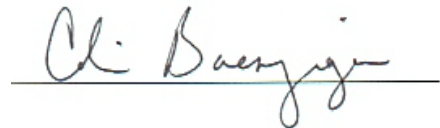
Melbourne. Nationally we have found City Managers for Ankeny, IA; Bellevue, WA; Doraville, GA; Fayetteville, NC; Portland, ME; Roanoke, VA; Scottsdale, AZ; Tacoma, WA; and Winchester, VA. We have also found the Borough Manager for Matanuska-Susitna Borough, Alaska (a county the size of West Virginia) as well as County Managers for Brevard County, FL; Clackamas County, OR; Clay County, FL; El Paso County, TX; James City County, VA; Polk County, IA; St. Lucie County, FL; St. Johns County, FL; and Union County, NC.

Some of our current searches include a City Manager for Lake Helen, FL; an Assistant County Manager for Douglas County, NV; and a Landscaping Director for Estero, FL.

Those authorized to bind the company are myself, Colin Baenziger, and Lynelle Klein, Vice President for Operations.

We look forward to formally presenting our credentials and working with you in the near future. If you have any questions, please feel free to contact me at (561) 707-3537.

Sincerely,



Colin Baenziger
Principal / Owner

...Serving Our Clients with a Personal Touch...

I. Qualifications and Experience of the Firm

The Firm, Its Philosophy, & Its Experience

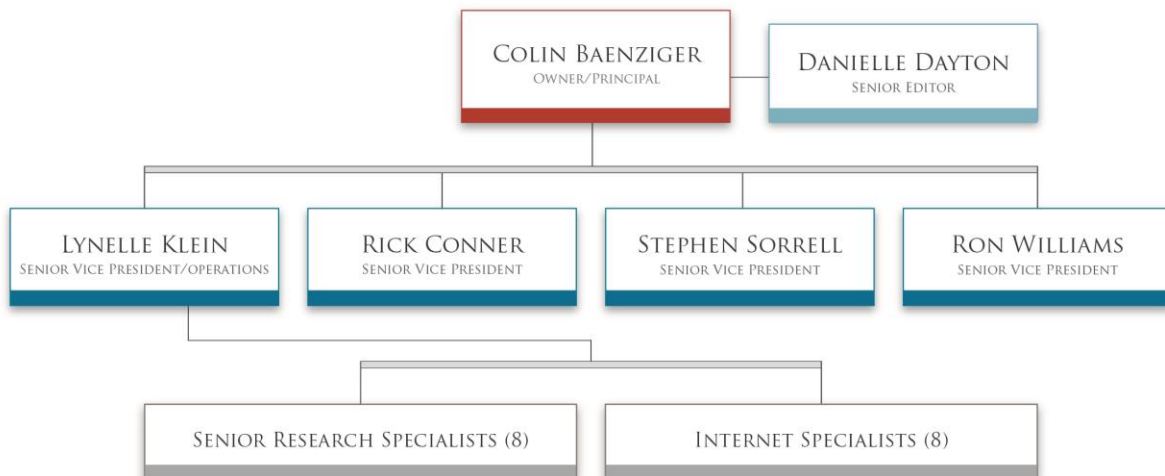
Colin Baenziger & Associates (CB&A) is a nationally recognized executive recruiting firm established in 1997 and owned and operated by Colin Baenziger. We are a sole proprietorship headquartered in Volusia County, FL with satellite offices in Grand Junction, CO, Live Oak, FL, and Pensacola, FL. As a sole proprietorship, we are not registered with any state as a corporation, foreign or otherwise.

Colin Baenziger & Associates' outstanding reputation is derived from our commitment to the quality of our product and the timeliness of the delivery. Further, our work is not done until you are fully satisfied. That means we go the extra mile and, at times, expend more effort and energy than originally anticipated in our action plan. When we do so, we do not ask for more than the originally quoted price. We feel you are hiring us as your experts and once a contract is signed, we have an obligation to fulfill its requirements with excellence, on time, and within budget. We simply do not believe in unforeseen circumstances.

Since beginning our executive search practice in 1998, we have conducted searches for clients in thirty-four states. Overall, we have sought over 230 CEOs for cities, counties, and special districts. We have also conducted over 415 searches overall. The basic approach outlined herein has been refined to the point where it is problem-free.

Technical Capabilities and Organizational Structure

Colin Baenziger & Associates has developed its business model over the past 26 years, and it has proved to be extremely effective. Our work has focused primarily on Executive Search and our staff is extremely capable and experienced. See Section III for more details. The structure of our firm is outlined below.



I. Qualifications and Experience of the Firm (continued)

Completion of Projects within Budget

Colin Baenziger & Associates is proud of its record of completing searches within budget. Once we quote a price to the client, that price is what the client will pay, no matter how difficult the search is or what circumstances may develop. ***We have never requested anything beyond the originally quoted price, even when we were probably entitled to do so, and we never will.***

Completion of Projects on Schedule

Colin Baenziger & Associates routinely completes its assignments within ninety days. Further, since CB&A began performing recruitments, ***it has never missed a significant project milestone.***

Diversity

CB&A has extensive contacts with individuals and organizations representing women and minorities. We are thus able to identify and bring a diverse group of finalists to the City. The proof is that since 2012, 38% of the candidates selected as semi-finalists have been females and/or minorities. Some years have been as high as 52%.

Prior Names and Litigation

Colin Baenziger & Associates has always operated under its current name and has never been involved in any litigation, except to testify as an expert witness on behalf of one of the parties. Our performance has never been questioned nor have we or any of our clients been involved in any legal action as a result of our work.

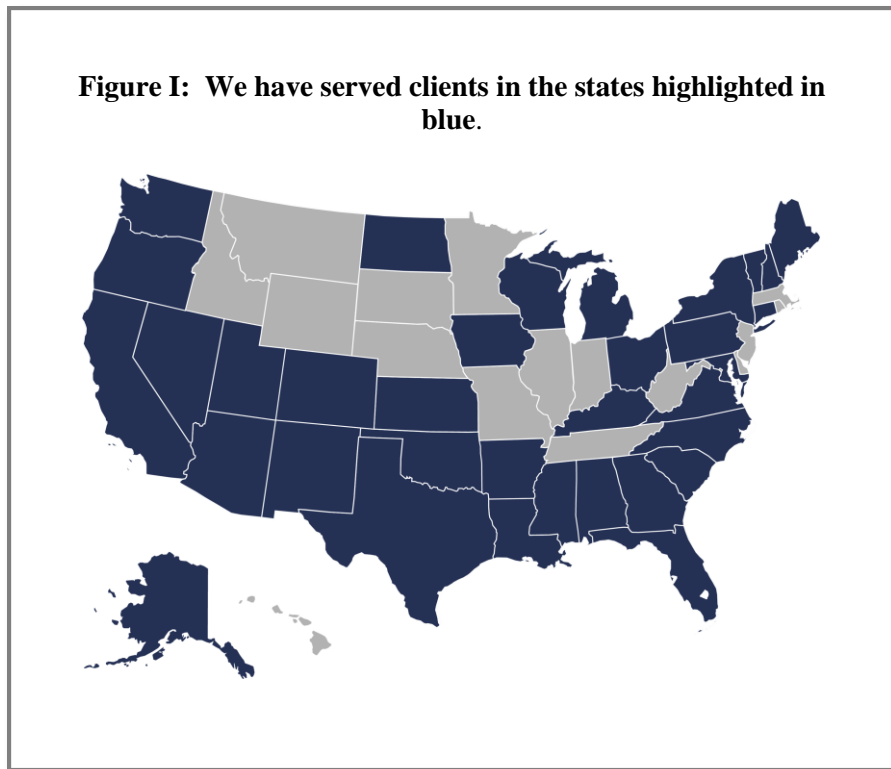
Insurance

To protect our clients, Colin Baenziger & Associates maintains the following insurance coverages: (1) general liability insurance of \$1 million combined single limit per occurrence for bodily injury, personal injury, and property damages, (2) automobile liability insurance of \$1 million per accident, and (3) professional liability insurance of \$1 million per occurrence and \$2 million aggregate. As a small firm, predominantly utilizing independent contractors, we are not typically subject to the requirements for workers compensation and employer liability insurance in many states. If required by the client, and if it is available to us, we will obtain these coverages prior to contract execution.

I. Qualifications and Experience of the Firm *(continued)*

Geographic Reach

Since initiating its search function in 1998, CB&A has become a nationwide recruiting firm. See Figure I below for the states we have conducted searches in. A complete list of our searches can be found in Appendix A.



II. Proposed Work Plan

The following search methodology has been refined over the past twenty-six years and is virtually foolproof. That said, we will integrate any ideas you have into the process to the extent possible. Our goal is to ensure you have the right people to interview as well as all the information you need to make the right decision.

Phase I: Information Gathering / Needs Assessment / Brochure Preparation

Task One: Needs Assessment

An important part of the recruiter's work is selling the community to the very best candidates (including those who are not actively looking for the next job) while providing an honest portrayal of the community and the opportunity. As such, CB&A must first determine the needs of the client and the characteristics of the ideal candidate. Our approach is as follows:

- Gather information from the jurisdiction, its website and other sources;
- Interview the elected body and other key parties (such as City staff). Our goal is to develop a strong sense of your organization, its leadership, its short- and long-term expectations, and its challenges;
- Determine the characteristics of the ideal candidate. These will include experience, longevity, education, personality, demeanor, skills, and achievements as well as other items you and the community consider important;
- Determine a reasonable compensation package; and
- Finalize the timeline with the City so both the elected body and the candidates will know when the interviews will be held and when they need to be available.

If the City wishes, we will gladly incorporate meetings with other stakeholders (such as the business community, non-profit organizations, the religious community, and so on) to gather their insights. We can also solicit the input of your residents through an on-line survey.

Task Two: Develop Position Description and Recruitment Materials

Based on the information we gather; CB&A will next develop a comprehensive recruitment profile for your review. We will then incorporate any additional suggestions you may have and finalize the document. A sample profile is included as Appendix B. Other examples can be found on our firm's website under the "Executive Recruitments" / "Active Recruitments" tabs.

II. Proposed Work Plan (Continued)

Phase II: Recruitment

Task Three: Recruit Candidates

CB&A uses a number of approaches to identify the right people for your position. We say people (and not person) because our goal is to provide you with six to ten outstanding semi-finalists. You then select the top three to five people to interview and ultimately choose the candidate who is the best fit with you and your community. The approaches we use are:

- ***Networking:*** The best approach is diligent outreach. We will network with potential candidates and consult our database of government professionals. Being well established in Florida, we know whom we should contact. As we identify outstanding candidates (many of whom are not in the market), we will approach them and request that they apply. Often excellent candidates are reluctant to respond to advertisements because doing so may alienate their current employers.
- ***Advertising:*** While we will network to find the best, we will not ignore professional organizations and trade press which sometimes yield strong candidates. These might include the International City/County Management Association, related state associations, the National Association of Counties, and sites aimed as female and minority candidates. LinkedIn is another vehicle we may use.
- ***CB&A Website:*** We will also post the recruitment on our website, www.cb-asso.com. With our reputation, many candidates consult it regularly.
- ***Email:*** We will e-mail the recruitment profile through our listserv of almost fourteen thousand managers and professionals who are interested in local government management positions. One of the advantages of e-mail is that if the recipient is not interested, he/she can easily forward the recruitment profile to someone else who may be interested.

We generally do not use local newspapers, national newspapers, or generic websites because while they produce large numbers of applications, they generally do not produce the caliber of candidates we are seeking. If the City wants to have ads placed in these venues, it will need to bear the cost.

Phase III: Screening and Finalist Selection

Task Four: Evaluate the Candidates

Based on our most recent recruiting efforts, we anticipate receiving resumes from forty to sixty applicants. We will use the information we developed in Phase I to narrow the field. Selecting strong candidates is, in reality, more of an art than a science and a mixture of in-depth research and subjective evaluation. While we consider standard ranking factors and the elements of the job, ultimately the most important factor is who we believe will be an outstanding fit with the City and the community as your next City Manager.

II. Proposed Work Plan (Continued)

Specifically, our efforts will involve:

Step One. Resume Review. CB&A will evaluate all resumes and identify the eight to fifteen candidates of the highest quality.

Step Two. Screening Interview. Our lead recruiters, and possibly other senior representatives of the firm, will interview each of the top candidates. Using what we learned in Phase I and our experience as managers and recruiters, as well as our unique ability to assess candidates, we will determine whether to consider each candidate further.

Step Three. Evaluate the Best Candidates. We will conduct thorough research into the backgrounds of the best six to twelve candidates. Specifically, CB&A will:

- **Ask the Candidates to Prepare a Written Introduction:** We will ask the candidates to answer a series of questions about themselves as an adjunct to their resumes and cover letters. By so doing, (1) the candidates can tell their story *in their own words* and balance the negativity that is so often characteristic of the press, and (2) the City to evaluate the candidates written communication skills.
- **Interviews of References:** We provide the candidate with the positions of the references with whom we wish to speak. These will include current and former elected officials, the municipal attorney, the external auditor, staff members, peers, news media representatives, the director of the local chamber of commerce, community activists, the Human Resources Director they work with, and others who know the candidate. All told, the list will include approximately 20 individuals. We will also attempt to contact some individuals who are not on the candidate's list. Typically, we reach eight to twelve people and prepare a written approximately page long summary of each conversation.
- **Legal Checks:** Through our third-party vendor, American DataBank, we will conduct the following checks: criminal records at the county, state, and national level; civil records for litigation at the county and federal level; motor vehicle records; and bankruptcy and credit. As an aside, while only police departments have access to the gold standard for criminal records (the NCIC database), our vendor has developed a very reliable substitute.
- **Search the Internet, Newspaper Archives, and Social Media:** Virtually every local newspaper has an electronic archive that provides stories about perspective candidates, the issues they have dealt with, how they resolved them and the results. These articles can also provide valuable insights into the candidate's relationship with the public and the governing body. Of course, not all news sources are unbiased, and we consider that in our evaluation. Further, we will review the candidate's social media accounts.
- **Verification of Education and Work History:** We will verify all claimed educational degrees as well as the candidate's work history for the past 15 years to assure the candidate has been completely forthright.

II. Proposed Work Plan (Continued)

- **Candidate Disclosure Statement:** We ask candidates to disclose anything controversial in their background that we need to be aware of. While it is unlikely that they will disclose anything we are not already aware of at this point, we believe redundant checks are beneficial.

As part of our efforts, we will crosscheck sources, search for discrepancies, and resolve them. When sensitive or potentially embarrassing items are discovered, they will be thoroughly researched. Depending on what we discover, we may decide to drop the candidate or to present them with an explanation.

Note: We firmly believe that all background work and checks should be completed prior to presenting them to you. That way you will know the individuals you select to interview are all top performers and do not have anything embarrassing in their pasts that might come to light after selection. It also means that once you have made a selection, you can move forward promptly, negotiate a contract and make an announcement.

Task Five: Preparation and Presentation of Candidate Materials

CB&A will select six to ten candidates and present them for your consideration as finalists. We will provide to you electronically a complete written report for each recommended candidate which will include: the candidate's cover letter, resume, introduction, references, background checks and internet / newspaper archive search results. A complete sample candidate report is included as Appendix C. We will also provide advice on interviewing, a series of questions the elected officials may wish to ask (as well as outlining some areas that it is not wise to get into), and some logistical information.

Task Six: Finalist Selection

Approximately a week after the City has received the candidate materials, CB&A will meet with the elected officials to discuss our findings and to select finalists (ideally five with an alternate) to be invited to interview.

Task Seven: Notify All Candidates of Their Status

We will notify the finalists by telephone and give them the opportunity to ask additional questions. Additionally, we will provide them with information concerning the interviews and travel if necessary.

CB&A will also contact those not selected to be interviewed. Part of the notification will include advice concerning their application materials, even though they were not selected to go forward, they will have gained something valuable from participating in the process.

II. Proposed Work Plan (Continued)

Phase IV: Coordinate the Interview Process and City Manager Selection

Task Eight: Coordinate the Candidate Assessment Process

Prior to the interviews, we will recommend an /evaluation process including mechanisms to assess the candidates' communication skills, interpersonal skills, and decision-making skills. Typically, we suggest the Council observe the finalists in three settings: a social setting (since the selected candidate will frequently represent the City at community functions), one-on-one interviews, and a Council meeting.

Day #1: The finalists are given a tour of the community by a knowledgeable staff member or resident. Communities often also include a reception with the City's senior staff at this point.

Later, that evening, the Council can host a reception for the candidates. The purpose is to observe how the finalists respond to a social situation. As noted, your next City Manager will, after all, represent your local government in a variety of venues. It is thus important to know how the individual will respond to your citizenry. The reception also serves as an icebreaker whereby the Council Members and the candidates get to know one another informally.

Day #2: The next morning, each candidate will interview individually with each Council Member for approximately 40 minutes. These meetings provide you with an opportunity to assess how the candidates might interact with you on an individual basis. Ultimately, Managers succeed or fail based on their interaction with the Council and its individual members. One-on-one interviews are an excellent way to test that interaction.

After lunch, the Council, as a group, will interview each finalist one at a time for approximately 30 minutes. Part of the interviews might include a PowerPoint presentation, so the Council can observe the candidates' presentational skills.

We recommend you invite the finalists' spouses to the interviews, so they can become familiar and feel comfortable with the community.

Finally, if it would make you feel more comfortable, we can recommend several third-party management and personality assessment tools that the City can use to provide additional input. They are available at a relatively small cost and are not included in our fee.

Task Nine: Debriefing and Selection

After the interviews are completed, we have developed a simple methodology that moves the elected body quickly and rationally to selecting your next Manager.

II. Proposed Work Plan (Continued)

Phase V: Negotiation and Continuing Assistance

Task Ten: Notification, Contract Negotiations and Warranty

If requested, we will assist in the employment agreement negotiations. Generally, a member of the elected body and the attorney conduct the actual negotiations while we provide advice and assistance concerning the compensation package and contract. We can also take the lead role in the negotiations if desired. We have a standard contract you are welcome to use with the selected candidate. Your attorney, of course, will prepare the final contract. Since the basic parameters will have been discussed with the candidates and the candidates have been thoroughly vetted, we expect prompt agreement.

Task Eleven: Continuing Assistance

Our work is not done when the contract is executed. We will stay in touch with you and your new City Manager. Our goal is to be there to assist in resolving any issues that arise before they become intractable. We simply feel it is part of our job to ensure a successful relationship.

Communications: We will provide weekly reports about the status of the search, in writing or by phone, depending upon your preference. At significant milestones we will make the reports in person. We are also available at any time, day or night, to address any questions you have along the way. To do so, we will provide you with our cellphone numbers and you should feel comfortable contacting us whenever you have a question whether it is directly related to the search or, for that matter, anything else related to local government. We are, in addition to being exceptional recruiters, students of local government, and can often provide insights and names of parties who have dealt a wide variety of issues, often with innovative solutions. We want to be responsive and to assist in any way we can.

The City's Obligations

The City will be responsible for providing the facilities for the interview process, coordinating lodging for candidates from outside the area, and making arrangements for the reception. The City will also be responsible for reimbursing the candidates (and spouses, if invited) for all expenses associated with their travel, meals, and incidentals for the interview process.

II. Proposed Work Plan (Continued)

Proposed Project Schedule

We understand the City wants to move quickly on this recruitment. We are uniquely positioned to do so based on our knowledge of and experience in Florida.

Phase I: Needs Assessment / Information Gathering

- November 9th: CB&A begins meeting with the Council Members and other stakeholders to understand the job and its challenges.
- November 17th: CB&A submits the draft of the full recruitment profile to the City for its review.
- November 27th: City provides comments on the recruitment profile.

Phase II: Recruiting

- December 1st: CB&A posts the full recruitment profile on its website and submits it to the appropriate publications. It is also e-mailed to around 13,500 local government professionals.
- December 22nd: Closing date for submission of applications.
- December 27th: CB&A reports on the results of the recruitment.

Phase III: Screening, Reference Checks and Credential Verification

- January 23rd: CB&A forwards its reports and materials to the City for the recommended candidates. These will include the candidates' cover letters, resumes and introduction as well as the results of our reference, background, and Internet/newspaper archives/social media checks.
- January 29th: City selects approximately five finalists and an alternate to interview.

Phase IV: Interview Process Coordination and City Manager Selection

- February 8th: City holds reception for the finalists.
- February 9th: One-on-one and full Council interviews and decision.

Phase V: Negotiation, Warranty & Continuing Assistance

- Post-Selection: CB&A works with City representatives and the selected candidate on an employment agreement.

III. Proposed Project Team

Project Team and Involvement

Colin Baenziger & Associates has assembled an outstanding project team to serve your needs.

Colin Baenziger will have overall responsibility for the execution of the search. Mr. Baenziger has spent ten years in local government as a senior manager and over 30 years as a consultant. In addition to his 25 years in executive search, he specialized in operational reviews of governmental agencies and private sector clients such as the Recording Industry Association of America, and the Marriott Corporation. Mr. Baenziger has a master's degree with distinction in public administration from Cornell University's Graduate School of Management, and a Bachelor of Arts degree from Carleton College. He is also active in the International City Management Association and the Florida City and County Management Association.



Lynelle Klein, Vice President for Operations, is a skilled professional with extensive expertise in executive search. Starting as a research assistant with CB&A 12 years ago, she has now firmly established herself as the number two person at CB&A. Prior to joining the firm, she worked primarily in the private sector providing financial and administrative services. Ms. Klein has an associate degree from Brigham Young University in Rexburg, Idaho. She currently resides in Mesa County, CO.



Stephen Sorrell, Senior Vice President, brings over 35 years of management and technical experience in municipal, county, state, and special district agencies in addition to his work with Colin Baenziger & Associates (CB&A). Some of the leadership positions Steve has held include serving as Executive Director, Emerald Coast Utilities Authority in Pensacola, Florida, and as City Manager, Director of Public Safety, Assistant City Manager, and Director of Finance, all for Hamilton, Ohio. He is a P.E. and earned a Bachelor of Science in Civil Engineering Degree from the University of Dayton, Ohio, and Master of Public Administration Degree from the University of Cincinnati, Ohio. He is a member of the International City/County Management Association, Florida City/County Management Association, Florida Finance Officers Association, American Water Wastewater Association, President of the Exchange Club, President of the Safety Council, Chairman of the Neighborhood Watch Program, and served on the Board of Directors for Senior Services and the Chamber of Commerce. One day, he hopes to slow down – just not yet.



III. Proposed Project Team (continued)

Ron Williams, Senior Vice President. While Mr. Williams is technically relatively new to CB&A, he worked with the firm in its infancy and helped develop the operating methodology that has led to our growth and success. His public sector career began as a budget analyst for the City of Miami and culminated as the City Manager for Palmetto Bay (an affluent suburb of Miami, FL with 24,000 residents) and then for Live Oak (a rural city of 7,000 about 100 miles west of Jacksonville, FL). Along the way, he served in high level positions in the juvenile justice, public works, and general services. What excites him now is finding the people you need to fill your key positions, and he is exceptionally good at it. Ron has a Bachelor of Science in Management and a Master's Degree in Public Administration from the University of West Florida. He has also taught at Miami Dade College and in the County's public school system.



Rick Conner, Senior Vice President, has over 30 years of experience in executive recruiting and in local government (serving as a city manager in Florida and Texas) as well as a public works and utilities director. That experience provides him with an excellent perspective of the needs of local government operations and staffing. Rick earned Bachelor of Science Degrees in Business Administration and Engineering from the University of Missouri. He is a Registered Land Surveyor and a Professional Engineer in Missouri, as well as a Professional Engineer in Florida, Tennessee, and Texas. In his spare time, he invents scuba diving equipment and accessories.



IV. References

Town Manager, Bay Harbor Islands, FL (population 5,938)

Contact: Former Mayor and current Councilmember Stephanie Bruder at (305) 866-6241, or sbruder@bayharborislands-fl.gov

CB&A began its work in May of 2020 to find Bay Harbor Islands' next Town Manager. Our work included searching the nation to find the right person for the job, interviewing the candidates, conducting thorough background checks, and recommending finalists for the Town to interview. Through our targeted marketing and outreach efforts, we were able to bring an excellent pool of candidates to the Town. After careful deliberation, the Town selected *Maria Lasday, formerly the Village Manager for Bannockburn Village, IL* in August 2020. Ms. Lasday remains with the Village and is highly respected.



City Manager, Doraville, GA (population 8,500)

Contact: Former Mayor Donna Pittman at (678) 328-9181, or Mayor Joseph Geierman at 404.885.3557, or joseph.geierman@doravillega.us

Doraville changed its charter in 2012 to become a city manager form of government. Although contracted to do just the **City Manager** search, we also assisted the City in preparing the implementing ordinances. Our work included scouring the nation to find the right person for the position, interviewing the candidates, conducting thorough background checks, and recommending finalists for the city to interview. *Mr. Shawn Gillen, City Administrator for Grand Rapids, MN*, was selected on January 14, 2013. Mr. Gillen became the City Manager for Tybee Island, GA in June of 2017. Our firm was hired to find his replacement. Ms. Regina Williams-Gates was hired in July of 2017 and she resigned in 2019 to pursue other opportunities. We were hired once again to find her replacement and *Chris Eldridge, former County Administrator for Horry County, SC*, was selected in May of 2020. Mr. Eldridge remains with the City.



Town Manager, Lady Lake, FL (population 15,754)

Contact: Mayor Ruth Kussard at (352) 751-1545, or rkussard@ladylake.org

CB&A was awarded the contract for the Town Manager search in November 2020. Our work included meeting with Town officials and staff to determine the attributes they wanted in their next Manager, interviewing the candidates, conducting thorough background checks, recommending finalists for the Town to interview, and assisting with contract negotiations. *Bill Lawrence, former City Manager for Bowling Green, Florida*, was selected in February 2021 and he remains with the Town. In 2022 he was praised for the positive impact he has had in Town Hall and with employees and given a 5% raise.



IV. References (continued)

City Manager, Orange City, FL (population 11,569)

Contact: Mayor Gary Blair at (386) 775-5403 or gblair@ourorangecity.com

CB&A began work in September 2015 to assist the city in finding its next **Manager**. Our work included scouring the nation to find the right person for the job, interviewing the candidates, conducting thorough background checks, recommending finalists for the city to interview and helping with the contract negotiations. *Dale Arrington, former Assistant City Manager for DeLand, Florida*, was selected on January 9, 2016. The announcement of the selection led to applause from the audience waiting in council chambers. She remains with the City.



City Administrator, Tavares, FL (population 11,000)

Contact: Former Mayor Nancy Clutts at (352) 552-4829

On July 5, 2006, CB&A took over a search that the City had begun. Our effort involved searching the country to locate the best people for the job, interviewing them, conducting thorough background checks, and recommending finalists for the city to interview. The search was completed on September 22nd with the selection of *John Drury, formerly City Manager of Stowe, VT*. Mr. Drury remains with the City.



City Manager, West Park, FL (population 13,700)

Contact: Former Mayor Eric Jones at (954) 410-8139

West Park was a relatively new city in Broward County, FL. CB&A began meeting with the City's elected officials on January 13, 2010, to find its next City Administrator. It was critical to the Council that the finalists all understand the character of the community and be able to function well in an urban environment. The City also wanted a panel of local City Managers to review the finalists and to make recommendations concerning CB&A's finalists (which elongated the process slightly). Interviews were conducted on April 16th and 17th with *Ajibola Balogun, formerly the City Manager of South Miami* being selected on April 21, 2010. Mr. Balogun remains with the City.



IV. References (continued)

Candidate References

While it is important to deliver what the City expects, it is also important to keep candidates informed and to treat them with respect and dignity. Accordingly, we have provided references from four of those candidates.

Placement	Formerly	Recruited To Be	Contact at
Dale Martin	City Manager Winchester, CT	City Manager Fernandina Beach, FL, in September 2015. He left in February 2023 and is currently the City Manager of Flagler Beach, FL	(904) 557-5047 dallmartin@yahoo.com
Eden Freeman	Assistant City Manager Sandy Springs, GA	City Manager Winchester, VA Appointed June 2014, she left in March 2020. She returned to Sandy Springs as the City Manager in January 2022	(404) 683-4816
Bryan Hill	Deputy County Administrator Beaufort County, SC	County Administrator James City County, VA Appointed July 2014 Hired as the Fairfax County, VA, CEO in January 2018	(843) 368-7458
Chris Morrill	Assistant City Manager, Savannah, GA	City Manager, Roanoke, VA Appointed December 2009 Hired as the Executive Director of the Government Finance Officers Association in February 2017	(843) 368-7458

V. Fee and Warranty

Fee

CB&A offers a firm, fixed price of \$29,500, which includes all the expenses we will incur in the search with one exception. The City will make a reservation and pay for one night's stay for the CB&A representative in the same hotel as the finalists when they come to interview for the City Manager position so we can help facilitate the final stage of the recruitment process. The only other expenses the City will incur are those associated with bringing the finalists (and spouses, if invited) to interview with the City (travel, meals, hotel etc.). Bills will be rendered as the search progresses and due at the end of each Phase as indicated below:

Requested Services	
Phase I: Needs Analysis / Information Gathering	\$ 4,000
Phase II: Recruiting	12,000
Phase III: Screening	11,000
Phase IV: Interview Process Coordination and Selection	1,500
Phase V: Negotiation and Warranty	1,000
Firm, Fixed Fee Total*	\$29,500

If the City asks us to perform work that is clearly beyond the scope of this proposal, it will be billed at a rate of \$150 per hour. No such work will be performed without your written authorization. Please note, as previously stated, that we have never billed nor requested additional funds beyond our originally quoted fee – even when circumstances suggested we were entitled to them and where the work we performed extended beyond the scope of our assignment.

Warranty

Colin Baenziger & Associates offers one of the best warranties in the industry. We can offer it because we have confidence in our work. Provided we conduct the full search (Phases I-V), follows our recommendations, and selects from among the candidates we recommend, we warrant the following:

- 1) We will not approach the selected candidate for any other position as long as the individual is employed by the City.
- 2) If the selected individual leaves for any reason other than an Act of God (such as total incapacitation or death) within the first year, CB&A will repeat the search for the reimbursement of our expenses only.
- 3) If you are not satisfied with the candidates we present, CB&A will repeat the search until you are satisfied.
- 4) Our price is guaranteed and will not be exceeded for any reason, even if conditions change after the contract is executed.



**PROPOSAL TO PROVIDE EXECUTIVE RECRUITMENT SERVICES
FOR
LAKE CITY, FL**

Volume II: Appendices

Colin Baenziger & Associates

Contact Person:

Colin Baenziger (561) 707-3537
Colin Baenziger & Associates
2055 South Atlantic Avenue • Suite 504
Daytona Beach Shores, FL 32118
e-mail: Colin@cb-asso.com
Fax: (888) 635-2430

...Serving Our Clients with a Personal Touch...

PROPOSAL TO BE THE CITY'S EXECUTIVE RECRUITING FIRM

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Appendix A

*Searches by
Colin Baenziger & Associate' Staff*

Governmental Search Assignments

Current Searches

City Manager, Lake Helen, FL (population 2,871)

Assistant County Manager, Douglas County, NV (population 49,628)

Landscaping Director, Estero, FL (population 33,450)

Completed Searches in 2023

City Manager, Belle Isle, FL (population 7,344)

City Manager, Cooper City, FL (population 33,867)

City Manager, Fernandina Beach, FL (population 13,199)

City Manager, Fircrest, WA (population 7,174)

City Manager, Flagler Beach, FL (population 5,458)

City Manager, Fort Walton Beach FL (population 20,879)

County Administrator, Indian River County, FL (population 163,662)

Town Manager, Juno Beach, FL (population 3,770)

County Administrator, Manatee County, FL (population 422,774)

Town Manager, Oakland, FL (population 5,400)

Town Manager/Finance Director, Ocean Ridge, FL (population 1,830)

City Manager, Port Richey, FL (Population 3,250)

County Administrator, St. Lucie County, FL (population 343,579)

Deputy Water & Sewer Director, Miami-Dade County, FL (population 2.706 million)

Assistant to the City Manager, North Myrtle Beach, SC (18,790)

City Attorney, Sebastian, FL (population 25,703)

General Manager, Beaufort-Jasper & Sewer Authority, SC (population served 150,000)

General Manager, Sun 'n Lake Improvement District, FL (population served 9,000+)

Governmental Search Assignments (continued)

Completed Searches Prior to 2023

City/Town/Village Manager/Administrator

City Manager, Albany, GA (population 75,600) in 2011
City Manager, Ankeny, IA (population 45,600) in 2013
City Manager, Ashland, KY (population 21,000) in 2013
City Manager, Auburn, AL (population 58,582) in 2017
City Manager, Aventura, FL (population 37,724) in 2017 and 2018
Village Manager, Bal Harbour, FL (population 3,300) in 2013
City Manager, Bartow, FL (population 16,000) in 2007 in 2017 and 2022
Town Manager, Bay Harbor Islands, FL (population 5,628) in 2007, 2012 and 2020
City Manager, Bellevue, WA (population 122,400) in 2014
City Administrator, Bradenton, FL (population 60,888) in 2021
City Manager, Brighton, CO (population 41,254) in 2020
Town Manager, Buckeye, AZ (population 32,000) in 2006
City Manager, Burien, WA (population 55,188) in 2017
City Manager, Cape Canaveral, FL (population 10,200) in 2010
City Manager, Cape Coral, FL (population 194,570) in 2012 and 2020
City Manager, Carnation, WA (population 1,873) in 2017
City Manager, Casselberry, FL (population 25,000), in 2005
City Manager, Chamblee, GA (population 17,000) in 2011
City Manager, Clewiston, FL (population 7,270) in 2019
City Manager, Cocoa Beach, FL (population 11,200) in 2012, 2015 and 2016
City Administrator, Connell, WA (population 4,200) in 2014
City Manager, Cooper City, FL (population 32,000) in 2008
City Manager, Coral Gables, FL (population 43,000) in 2009
City Manager, Cottonwood Heights, UT (population 34,000) in 2004
City Manager, Covington, VA (population 5,802) in 2016
City Manager, Crescent City, FL (population 1,542) in 2020
Town Manager, Cutler Bay, FL (population 35,000) in 2006
City Manager, Dania Beach, FL (population 28,000) in 2009
City Manager, Danville, VA (population 43,000) in 2016
City Manager, Deerfield Beach, FL (population 78,000) in 2019
City Manager, Delray Beach, FL (population 64,100) in 2014
City Manager, Deltona, FL (population 83,000) in 2006 and 2008
City Manager, Destin, FL (population 12,000) in 2003 and 2011
City Administrator, Dickinson, ND (population 22,300) in 2018
City Manager, Doral, FL (population 24,000), in 2004
City Manager, Doraville, GA (population 10,896) in 2013, 2017 and 2020
Town Manager, Dundee, FL (population 3,000) in 2006 and 2009
City Manager, Ellensburg, WA (population 18,350) in 2014
City Manager, Elmira, NY (population 29,200) in 2014
Village Manager, Estero, FL (population 26,600) in 2015
City Manager, Fairborn, OH (population 33,200) in 2017

Governmental Search Assignments (continued)

City/Town/Village Manager/Administrator (continued)

City Manager, Fayetteville, NC (population 208,000) in 2012
City Manager, Fernandina Beach, FL (population 11,000) in 2006 and 2015
City Manager, Fife, WA (population 8,700) in 2010
City Manager, Fort Myers, FL (population 68,190) in 2016
Town Manager, Fort Myers Beach, FL (population 6,900) in 2006 and 2008
City Manager, Fort Pierce, FL (population 41,900) in 2012
City Manager, Fort Smith, AR (population 87,650) in 2016
City Manager, Fruitland Park, FL (population 4,100) in 2013
City Manager, Gainesville, FL (population 133,857) in 2016 and 2019
City Manager, Greensboro, NC (population 259,000) in 2009
City Manager, Groveland, FL (population 12,493) in 2018
City Manager, Hallandale Beach, FL (population 39,000) in 2010 and 2012
City Manager, Holly Hill, FL (population 13,000) in 2008 (partial search)
City Manager, Homestead, FL (population 62,000) in 2010
City Manager, Indianola, IA (population 15,108) in 2015
Village Manager, Islamorada, Village of Islands, FL (population 7,500) in 1999, 2005, 2021 and 2022
City Manager, Jacksonville Beach, FL (population 23,387) in 2018
Town Manager, Juno Beach, FL (population 3,600) in 2005
Village Manager, Key Biscayne, FL (population 11,000) in 2007 and 2011
City Manager, Key West, FL (population 24,600) in 2012
Town Manager, Lady Lake, FL (population 15,954) in 2021
City Administrator, Lake Forest Park, WA (population 13,059) in 2018
Town Manager, Lake Park, FL (population 9,100) in 2001 and 2003
City Manager, Lake Worth Beach, FL (population 38,010) in 2003, 2007 and 2021
Town Manager, Lantana, FL (population 9,600) in 2000 and 2021
City Manager, Lauderdale Lakes, FL (population 32,000) in 1998 and 2002
City Manager, Leesburg, FL (population 20,390) in 2013
City Manager, Madeira Beach, FL (population 12,300) in 2011
Town Manager, Mangonia Park, FL (population 1,400) in 2001
City Manager, Marathon, FL (population 11,500) in 2002 and 2004
City Manager, Marco Island, FL (population 15,000) in 2014
City Manager, Mascotte, FL (population 5,873) in 2021
City Manager, Medina, WA (population 3,000) in 2013
City Manager, Melbourne, FL (population 72,500) in 2012
City Manager, Miami Gardens, FL (population 101,000) in 2004
City Manager, Mill Creek, WA (18,828) in 2015 and 2022
City Manager, Miramar, FL (population 122,000) in 2013
City Manager, Monroe, NC (population 33,500) in 2013
City Manager, Montverde, FL (population 1,675) in 2020
Town Manager, Mooresville, NC (population 41,995) in 2019
City Manager, Mount Dora, FL (population 12,000) in 2005
City Manager, Mount Pleasant, MI (population 26,000) in 2014

Governmental Search Assignments (continued)

City/Town/Village Manager/Administrator (continued)

City Manager, Mountlake Terrace, WA (population 20,700) in 2014 and 2016
City Manager, Naples, FL (population 21,800) in 2018
City Manager, New Smyrna Beach, FL (population 23,000) in 2009
City Manager, Normandy Park, WA (population 6,335) in 2013 and 2015
City Manager, North Miami, FL (population 62,000) in 2010 and 2014
Village Manager, North Palm Beach, FL (population 12,500) in 2004, 2005, 2007 and 2012
City Manager, North Port, FL (population 55,800) in 2011
Town Manager, North Topsail Beach, NC (population 734) in 2018
City Manager, Norwich, CT (population 40,500) in 2016
City Manager, Oakland Park, FL (population 42,800) in 2014
City Manager, Ocala, FL (population 52,000) in 2008 and 2015
City Manager, Opa-Locka, FL (population 2,180) in 2019
City Manager, Orange City, FL (population 10,000) in 2010 and 2016
City Manager, Orange Park, FL (population 9,100) in 2010
City Manager, Oviedo, FL (population 33,000) in 2008
City Manager, Palm Bay, FL (current population 101,000) in 2002 and 2015
City Manager, Palm Coast, FL (population 71,000) in 2006
Village Manager, Palmetto Bay, FL (population 24,000) in 2003
City Manager, Panama City Beach, FL (population 12,776) in 2012 and 2019
City Manager, Parkland, FL (population 30,177) in 2017
City Manager, Petersburg, VA (population 32,701) in 2017
Village Manager, Pinecrest, FL (population 19,300) in 2011
City Manager, Pompano Beach, FL (population 101,000) in 2007
City Manager, Port Orange, FL (population 67,494) in 2021
City Manager, Port Richey, FL (2,869) in 2020
City Manager, Port St. Lucie, FL (population 174,100) in 2016
City Manager, Portland, ME (population 65,000) in 2011
City Manager, Prosser, WA (population 5,802) in 2016
Chief Administrative Officer, Renton, WA (population 100,953) in 2021
City Manager, Riviera Beach, FL (population 37,000) in 2009
City Manager, Roanoke, VA (population 98,465) in 2009 and 2017
City Manager, Sammamish, WA (population 64,548) in 2019
City Manager, Sanibel Island, FL (population 7,319) in 2021
City Manager, Sarasota, FL (population 55,000) in 2012
City Manager, Satellite Beach, FL (population 10,100) in 2013
City Manager, Savannah, GA (population 142,800) in 2016
City Manager, Scottsdale, AZ (population 217,400) in 2013
City Manager, Sebastian, FL (population 24,772) in 2018
City Manager, Seminole, FL (population 17,800) in 2015
City Manager, Sequim, WA (population 6,700) in 2015 and 2021
Town Manager, Sewall's Point, FL (population 2,000) in 2006
Township Manager, Spring Garden Township, PA (population 12,963) in 2018
Township Manager, Springettsbury Township, PA (population 26,700) in 2014 and 2016

Governmental Search Assignments (continued)

City/Town/Village Manager/Administrator (continued)

City Manager, St. Pete Beach, FL (population 10,000) in 2014 and 2019
City Manager, Stuart, FL (population 17,000) in 2006 and 2017
City Manager, Sunny Isles Beach, FL (population 17,000) in 2006 and 2011
City Manager, Sunrise, FL (population 84,400) in 2012
City Manager, Sunnyside, WA (population 15,860) in 2013 and 2018
Town Manager, Surfside, FL (population 6,000) in 2014
City Manager, Tacoma, WA (population 200,000) in 2011 and 2017
City Administrator, Tavares, FL (population 11,000) in 2006
City Manager, Temple Terrace, FL (population 26,901) in 2022
City Manager, Titusville, FL (population 43,940) in 2014
City Manager, Treasure Island, FL (population 6,937) in 2017
City Manager, Vero Beach, FL (population 16,751) in 2019
City Manager, West Melbourne, FL (population 15,000) in 2009
City Manager, West Park, FL (population 12,000) in 2005 and 2010
City Manager, Weston, FL (population 70,015) in 2019
City Manager, Winchester, VA (population 28,108) in 2014 and 2020
City Manager, Winter Haven, FL (population 37,900) in 2017
City Manager, Yakima, WA (population 91,000) in 2011 and 2012

County Administrator / Manager - Completed Searches

County Manager, Alachua County, FL (population 251,400) in 2014
County Manager, Baker County, FL (population 27,000) in 2006
County Administrator, Bay County, FL (population 158,000) in 2005
County Manager, Brevard County, FL (population 536,000) in 2009
County Administrator, Broward County, FL (population 1,800,000) in 2006
County Administrator, Clackamas County, OR (population 383,900) in 2013
County Manager, Clay County, FL (population 212,230) in 2005, 2011 and 2019
Chief Administrator, El Paso County, TX (population 827,700) in 2014 and 2016
County Administrator, Emmet County, MI (population 32,900) in 2014
County Manager, Flagler County, FL (population 83,000) in 2007
County Manager, Fulton County, GA, (partial search) in 2015 (population 894,300) in 2015
County Administrator, Hernando County, FL (population 172,800) in 2012
County Administrator, Highlands County, FL (population 98,000) in 2008
County Administrator, James City County, VA (population 69,000) in 2014
County Manager, Lee County, FL (population 600,000) in 2009
County Administrator, Martin County, FL (population 140,000) in 2005
Borough Manager, Matanuska-Susitna Borough, AK (population 85,000) in 2011
County Administrator, Monroe County, FL (population 80,000) in 2004
County Administrator, Nassau County, FL (population 60,000) in 2004
County Administrator, Okaloosa County, FL (population 183,500) in 2013
County Administrator, Okeechobee County, FL (population 39,000) in 2008

Governmental Search Assignments (continued)

County Administrator / Manager - Completed Searches (continued)

County Manager, Osceola County, FL (population 235,000) in 2003 and 2007
County Administrator, Polk County, IA (population 400,000) in 2007 and 2011
County Manager, Seminole County, FL (population 410,000) in 2006
County Administrator, St. Johns County, FL (population 162,000) in 2007
County Administrator, St. Lucie County, FL (population 284,000) in 2014
County Manager, Union County, NC (population 198,600) in 2010
County Administrator, York County, VA (population 66,269) in 2015

Completed Searches – Other Municipal CEO

Executive Director, Bartow Municipal Airport Development Authority, Bartow, FL in 2017
Chief Executive Officer, Chatham Area Transit, Savannah, GA (population served 286,900) in 2016
General Manager, Chittenden Solid Waste District, Williston, VT (population 157,461) in 2016
General Manager, Holiday Park Recreation District, FL (population 4,500) in 2007
Executive Director, Lakewood Ranch Inter-District Authority, Manatee County, FL (population 15,000) in 2011 and 2022
Executive Director, Northern Palm Beach Improvement District, Palm Beach Gardens, FL (population 200,000) in 2003
Executive Director, South Correctional Entity (SCORE), Des Moines, WA (population served 406,000) in 2018

Community Association CEOs and Assistant CEOs

Chief Operating Officer, Amelia Island Plantation Community Association, FL (population 3,000) in 2016
Executive Director, Lakewood Ranch Inter-District Authority, Manatee County, FL (population 15,000) in 2011 (The Executive Director also managed five community associations.)
Executive Director, Sun City Summerlin Home Owners Association, Las Vegas, NV (population 14,000) in 2015 and 2017
Vice President for Administration, Ocean Reef Communication Association, Key Largo, FL in 2017
Vice President, Public Works & Operations, Ocean Reef Community Association (population 2,000), Key Largo, FL, in 2001

Completed Searches – Assistant/Deputy Managers

Assistant City Manager / Operations, Corpus Christi, TX (population 308,000) in 2013
Assistant City Manager / Utilities, Corpus Christi, TX (population 308,000) in 2014
Deputy City Manager, Danville, VA (43,000) in 2016

Governmental Search Assignments (continued)

Completed Searches – Assistant/Deputy Managers (continued)

Deputy City Administrator, Dickinson, ND (population 22,300) in 2016
Deputy City Manager for Community Building, Durham, NC (population 220,000) in 2009
Assistant Town Manager, Jupiter Island, FL (population 654) in 2010
Assistant Village Manager, Islamorada, Village of Islands, FL (population 7,500) in 1998
Assistant City Manager, Lake Worth Beach, FL (population 37,000) in 2004
Assistant County Administrator, Martin County, FL (population 140,000) in 2006
Deputy City Manager, Sammamish, WA (60,000) in 2016
Assistant City Manager, Tamarac, FL (population 55,500) in 2001
Assistant City Manager, West Palm Beach, FL (population 101,000) in 2004 and 2013

Completed Searches – City or County Attorneys

County Attorney, Clay County, FL (population 196,400) in 2016
City Attorney, Daytona Beach, FL (62,300) in 2016
City Attorney, Fort Lauderdale, FL (population 178,752) in 2018
City Attorney, Fort Pierce, FL (population 41,590) in 2016 and 2018
County Attorney, Fulton County, GA (population 996,319) in 2015
City Attorney, Lawton, OK (population 94,653) in 2020
City Attorney firm, Naples, FL (population 22,367) in 2021
City Attorney, Ocala, FL (population 60,021) in 2022
Chief Labor Negotiator, Orlando, FL (population 270,934) in 2018
City Attorney, Port St. Lucie, FL (population 185,132) in 2016 and 2019
County Attorney, Prince William County, VA (population 438,580) in 2015
City Attorney, Roanoke, VA (population 96,000) in 2012
Fire District Attorney, St. Lucie County Fire District, FL (population 298,600) in 2017
City Attorney, Vero Beach, FL (population 16,751) in 2019
City Attorney, West Melbourne, FL (population 15,000) in 2008

Completed Searches – Community Development/Growth Management/Planning

Planning and Community Development Director, Bradenton, FL (population 60,888) in 2021
Growth Management Director, Collier County, FL (population 357,305) in 2015 and 2017
Community Development Director, Danville, VA (population 43,000) in 2016
Planning and Development Director, Fairfax County, VA (population 1,150,309) in 2022
Director, Building and Development, Loudoun County, VA (population 336,900) in 2014
Community Development Director, Miami, FL (population 408,000) in 2008
Director of Planning, Building and Development, Roanoke, VA (population 96,000) in 2012
General Manager, North Sarasota Redevelopment District, Sarasota, FL (population 53,000) in 2008
Growth Management Director, St. Lucie County, FL (population 261,000) in 2005
Community Development Director, Tamarac, FL (population 55,500) in 2007

Governmental Search Assignments (continued)

Completed Searches – Economic Development / Redevelopment

Growth Management Manager, Wellington, FL (population 55,000) in 2009
Executive Director, Camden County (GA) Joint Development Authority (pop. 51,400) in 2014
Economic Development Director, Collier County, FL (population 328,000) in 2012
Economic Development Director, Concord, NH (population 42,444) in 2017
Assistant City Manager for Community Building, Durham, NC (population 220,000) in 2009
Economic Development Director, Roanoke, VA (population 96,000) in 2012
Director, Office of Economic & Workforce Development, Durham, NC (pop. 220,000), 2009
Economic Development Director, Loudoun County, VA (population 326,000) in 2010
Economic Development Director, St. Johns County, FL (population 162,000) in 2011

Completed Searches – Engineers

City Engineer, Gulfport, MS (population 90,000) in 2008
Director/Engineering/Public Works /Utilities, Hallandale Beach, FL (population 39,000) 2013
Deputy County Engineer, Martin County, FL (population 140,000) in 2006
Assistant City Engineer, Melbourne, FL (population 75,000) in 2008
City Engineer, Sunny Isles Beach, FL (population 17,000) in 2006
Staff Engineer, Wellington, FL (population 55,000) in 2009

Completed Searches – Facilities Management

Director, Performing Arts & Convention Center, Federal Way, WA (population 92,700) in 2015
Director, Landscaping, Weston, FL (population 65,300) in 2013

Completed Searches – Finance and Budget

Finance Director, Altus, OK (population 19,800) (background check) in 2012
Finance Director, College Park, MD (population 32,256) in 2016
Procurement Director, Collier County, FL (population 357,305) in 2016
Finance Director, Danville, VA (population 43,000) in 2014
Finance Director, Daytona Beach, FL (population 31,860) in 2012
Finance Director, DeLand, FL (population 28,230) in 2016
Finance Director, Escambia County (FL) Housing Authority (population served: 302,700), 2014
Chief Financial Officer, Estero, FL (population 36,939) in 2022
Finance Director, Fort Walton Beach, FL (population 20,000) in 2006
Finance Director, Gainesville, FL (population 133,857) in 2020
Finance Director, Groveland, FL (population 12,493) in 2018
Director, Management & Financial Services, Loudoun County, VA (population 326,000) in 2012
Manager, Office of Management & Budget, Lake Worth Beach, FL (population 37,000) in 2010
Finance Director, Lauderdale Lakes, FL (population 32,000) in 1998

Governmental Search Assignments (continued)

Completed Searches – Finance and Budget (continued)

Finance Director, Miami, FL (population 408,000) in 2013
Finance Director, Miramar, FL (population 130,300) in 2016
Treasurer, Miami, FL (population (408,000) in 2013
Finance Director, Oregon City, OR (population 31,860) in 2012
Finance Director, Petersburg, VA (population 32,701) in 2017
Finance Director, Roanoke, VA (population 99,000) in 2014
Director of Finance and Administration, Roanoke Regional Airport, Roanoke, VA, in 2014
Revenue Operations Director, Savannah, GA (population 142,800) in 2017
Budget Director, St. Petersburg, FL (population 248,000) in 2009
Finance Director, St. Petersburg, FL (population 248,000) in 2010
Finance Director, Sunny Isles Beach, FL (population 17,000) in 2010
Finance Director, Surfside, FL (population 5,700) in 2012
Finance Director, Tamarac, FL (population 55,500) in 2005 and 2009
Finance Director, West Palm Beach, FL (population 101,000) in 2007
Chief Financial Officer, Winter Springs, FL (population 36,342) in 2022

Completed Searches – Fire/EMS/Dispatch

Fire Chief, Cape Coral, FL (population 154,300) in 2013
Fire Chief, Lauderdale Lakes, FL (population 32,000) in 1999
Executive Director, South Sound 911 (serves a population of 808,000), Tacoma, WA, in 2013
Fire Chief, St. Lucie County Fire District, FL (population 298,600) in 2018
Fire Chief, West Palm Beach, FL (population 101,000) in 2005

Completed Searches – General Services / Administration

General Services Director, Loudoun County, VA (population 349,700) in 2015

Completed Searches – Housing/Building

Building Official, Jupiter Island, FL (population 580) in 2005 and 2010
Building Official, Miami Beach, FL (population 91,000) in 2005
Building Official, Sewall's Point, FL (population 2,000) in 2006
Building Official, Tamarac, FL (population 55,000) in 2008

Completed Searches – Human Resources

Human Resources Director, Boca Raton, FL (population 84,000) in 2006
Human Resources Director, Cape Coral, FL (population 154,300) in 2013

Governmental Search Assignments (continued)

Completed Searches – Human Resources (continued)

Director, Human Resources, Gainesville, FL (population 125,000) in 2014
Director of Personnel, Fulton County, GA (population 992,000) in 2010
Director, Human Resources, Hillsborough County, FL (population 1,292,000) in 2015
Human Resources Office, Loudoun County, VA (population 326,000) in 2011
Human Resources Administrator, Martin County, FL (population 140,000) in 2007
Personnel Director, North Miami, FL (population 56,000) in 2001
Director, Human Resources, Sunrise, FL (population 88,800) in 2015
Director, Human Resources, Roanoke, VA (population 99,000) in 2014
Personnel Director, Vero Beach, FL (population 17,900) in 2003
Human Resources Director, West Palm Beach, FL (101,900) in 2013 and 2014

Completed Searches – Health and Human Services

Director, Health and Human Services, St. Johns County, FL (population 162,000) in 2010

Completed Searches – Information Technology

Information Services Director, Cooper City, FL (population 33,382) in 2017
Information Services Director, Lauderdale Lakes, FL (population 32,000) in 1998
Information Services Director, Palm Beach County Tax Collector (population 1,300,000), Palm Beach County, FL in 2012 (partial search)
Chief Information Officer, Weston, FL (population 65,300) in 2015

Completed Searches – Parks/Recreation/Libraries

Parks and Recreation Director, Cape Coral, FL (population 179,804) in 2018
Parks and Recreation Director, Deerfield Beach, FL (population 78,041) in 2017 and 2019
Director, Parks, Recreation, & Conservation, Hillsborough County, FL (pop. 1,292,000) in 2015
Director, Parks and Recreation, Hobbs, NM (population (35,000) in 2014
District Manager, Holiday Park Recreation District, Palm Bay, FL (population 1,400) in 2007
Libraries and Information Services Director, Newport News, VA (population 183,000) in 2017
Library Services Director, St. Johns County, FL (population 162,000) in 2007
Parks and Recreation Director, West Palm Beach, FL (population 101,000) in 2006
Parks and Recreation Director, Weston, FL (population 70,015) in 2019

Completed Searches – Police

Police Chief, Farmington, NM (population 45,900) in 2014
Police Chief, Golden Beach, FL (population 355) in 2011 (partial search)

Governmental Search Assignments (continued)

Completed Searches – Police (continued)

Police Chief, Indian Creek Village, FL (population 89) in 2022
Police Chief, Lauderhill, FL (population 66,900) in 2011 (partial search)
Police Chief, Melbourne, FL (population 76,000) in 2011 (partial search)
Chief of Police, Mooresville, NC (population 35,300) in 2016
Police Chief, Petersburg, VA (population 32,701) in 2017
Director of Administration – Public Safety, Ocean Reef Community Association, Key Largo, FL in 2016
Police Chief, Sewall’s Point, FL (population 2,000) in 2007
Police Chief, St. Augustine Beach, FL (population 6,200) in 2012
Police Chief, Sunny Isles Beach, FL (population 17,000) in 2010
Police Chief, Winchester, VA (population 27,216) in 2017

Completed Searches – Public Works

Public Works Director, Aventura, FL (population 37,200) in 2016
Public Works Director, Camden County, GA (population 53,044) in 2019
Solid Waste Director, Camden County, GA (population 53,044) in 2018
Public Works Director, Chandler, AZ (population 250,000) in 2007
General Manager, Chittenden Solid Waste District, Williston, VT (population 157,461) in 2016
Executive Director, Northern Palm Beach Improvement District, Palm Beach Gardens, FL (population 200,000) in 2003
Vice President, Public Works & Operations, Ocean Reef Community Association (population 2,000), Key Largo, FL, in 2001
Executive Director, Environment and Infrastructure, Pinellas County, FL (pop. 917,000) in 2012
Public Works Administrator, Renton, WA (population 100,953) in 2020
Public Works Director, Sammamish, WA (60,000) in 2016
Director/Capital Projects Manager/City Engineer, Sunny Isles Beach, FL (pop. 17,000) in 2007
Assistant Public Works Director, Sumter County, FL (107,000) in 2015
Assistant Public Works Director, Sunny Isles Beach, FL (population 17,000) in 2008
Public Works Director, Tamarac, FL (population 55,500) in 2003
Solid Waste Director, Tampa, FL (population 335,700) in 2014
Director, Landscaping, Weston, FL (population 65,300) in 2013

Completed Searches – Transportation

Chief Executive Officer, Chatham Area Transit, Savannah, GA (population served 286,900) in 2016 and 2022

Governmental Search Assignments (continued)

Completed Searches – Utilities

Water Resources Director, Asheville, NC (population 87,200) in 2015
Executive Director, Cape Fear Utility Authority, Wilmington, NC (population served 230,000) in 2021
Utility Director, Danville, VA (population 43,000) in 2015
Power & Light Division Director, Danville, VA (population 43,000) in 2015
Water and Gas Director, Danville, VA (population 43,000) in 2016
Utilities Manager, Deerfield Beach, FL (population 78,041) in 2017
Watershed Management (Water and Wastewater) Director, DeKalb County, GA (population 691,900) in 2011 and 2013
Executive Director, Des Moines (IA) Water Works (serves a population of over 500,000) in 2012 and 2020
Executive Director, Emerald Coast Utilities Authority, Pensacola, FL (population served 300,000) in 2020
Executive Director, Florida Keys Aqueduct Authority, Key West, FL (pop. 90,000) in 2003
General Manager, Island Water Association, Sanibel, FL in 2018
Utilities Director, Lake Worth, FL (population 37,000) in 2009
Waterworks Director, Newport News, VA (population 183,000) in 2017
Executive Director, Onslow Water & Sewer Authority, Jacksonville, NC, (pop. 160,000) in 2009
Utilities Director, Palm Bay, FL (population 101,000) in 2005
Utilities Director, Panama City, FL (population 38,286) in 2017
Executive Director, Environment and Infrastructure, Pinellas County, FL (pop. 917,000) in 2012
Executive Director, Sewerage and Water Board of New Orleans, LA (population 369,000) in 2013
Customer Service Chief (a C Suite level position), Sewerage and Water Board of New Orleans, LA (population 369,000) in 2020
Director, South Martin Regional Utilities, FL (population 22,000) in 2013
Executive Director, Spartanburg Water, SC (population served 327,997) in 2022
Water (Wastewater) Resources Director, St. Petersburg, FL (population 248,000) in 2008
General Manager, Tampa Bay Water, FL (population served 2,400,000) in 2008 and 2021
Chief Operating Officer, Tampa Bay Water, FL (population served 2,400,000) in 2022

Completed Searches – Work Force Management

Director, Office of Economic & Workforce Development, Durham, NC (pop. on 220,000), 2009

Completed Searches – Other

Chief Operating Officer, Amelia Island Plantation Community Association, FL (population 3,000) in 2016
City Clerk, Lauderdale Lakes, FL (population 32,000) in 1998
Clerk to the County Commission, Fulton County, GA (population 1.02 million) in 2018

Governmental Search Assignments (continued)

Completed Searches – Other (continued)

Director, Registrations and Elections, Fulton County, GA (population 992,000) in 2009

Environmental Resources Director, St. Lucie County, FL (population 261,000) in 2009

Executive Director, Sun City Summerlin Homeowners Association, Las Vegas, NV
(population 14,000) in 2015 and 2017

Special Projects Coordinator, Islamorada, Village of Islands, FL (population 7,500) in 1998

Vice President for Administration, Ocean Reef Communication Association, Key Largo, FL
in 2017

Appendix B

Sample Brochure: City Manager Search Orange City, FL



Welcome to Orange City

"The Fun & Beautiful City"

City Manager Position Open - Apply by October 9, 2015



2015 Population Estimate: 11,569

Located along the I-4 high tech corridor between the growing metropolitan areas of Orlando and Daytona Beach, the City offers small town character and an outstanding quality of life in the midst of Florida's great attractions. The Atlantic Ocean is 30 minutes east, Daytona Beach is 45 minutes northeast and the amusements of Orlando lie less than an hour to the southeast. The City also has attractions much closer. Nearby Blue Spring State Park, "Home of the Manatee," attracts eco-tourism and provides immeasurable natural and recreational economic benefits for residents and visitors. With over 2,800 visitors a day, this 2,600 acre manatee refuge welcomes swimmers, snorkelers, and certified scuba divers, as well as fishing, canoeing, paddle-boarding and boating.

Orange City's Valentine Park is the home of the annual Blue Spring Manatee Festival attracting thousands each year. Gemini Springs Park is just to the south of the City. Also offered are a senior center and library combined with high quality recreation, arts and education programs.

Orange City is a city in transition. The center city is over 130 years old with historic homes, but many of which are on septic systems. It is also surrounded by a booming residential market of affordable, quality homes - single-family homes, condominiums and apartments including several gated communities that are being developed in or near the community.

Healthcare options in Orange City and southwest Volusia County are both numerous and first-class. Located in the City, Florida Hospital Fish Memorial offers a wide variety of services and attracts patients regionally. The Florida Health Plans system also offers a network of healthcare providers throughout the area.

Public schools in Orange City are part of the highly rated Volusia County School District. The City has two elementary schools, a middle school and high school located within its boundaries. Numerous vocational, college and university opportunities are nearby in the Orlando / Daytona Beach metroplex. Residents and visitors alike are fortunate to be in one of the safest communities in the County.

If you are a traveler, there is not a better place to be. Orange City's location allows for easy access to three international airports (Orlando International, Orlando Sanford International and Daytona Beach International). Additionally, Port Canaveral is about 90 minutes southeast and offers cruises throughout the Caribbean. Already the second busiest cruise port in the United States, it is expanding and will likely surpass the Port of Miami within the next 10 years.



But what truly makes Orange City special is its people. They take pride in their neighborhoods and care about each other. Residents help their neighbors and people live, work and play in a safe environment. They strive to make their City attractive and welcoming while creating a community that meets tomorrow's needs and protecting its small town ambiance.

All in all, the City Manager position is an outstanding opportunity for the right person. It will not be an easy job. The challenges are many but it will be a very rewarding position!

History

Named for the thousands of acres of orange groves originally planted in and around the City, Orange City was incorporated in 1882. The first inhabitants of the area, however, go back much further and were the Timucua Indians. By 1820, due to war and disease, they had become extinct.

Settlement began in 1874 when Dr. Seth French and six friends purchased about 5,000 acres of land and started the town that became Orange City. In 1875, H. H. DeYarman founded the first hotel. The City paved many of its roads in the late 1800s with concrete and granite. As a result, they are virtually indestructible and have not changed a great deal since then.

The Big Freeze of 1894-1895 wiped out the citrus industry in Orange City and much of the rest of Florida. The Orange City Waterworks began supplying water to homes in Orange City in 1895 and its water was shipped worldwide. In fact, it even won an award in 1904 at the St. Louis World's Fair for its excellence.

Town Hall was built in 1928 at a cost of \$20,000 and the bell in the tower weighs 517 pounds. During Florida's recent growth spurt, while its population increased from 6,600 to present population, Orange City focused on commercial development and it is now the shopping hub for both nearby DeBary and Deltona. As a result, although the City's population is relatively small, approximately 60,000 stop daily in Orange City to transact business in one form

or another (shopping, dining and so on). Overall, 75% of the City's property taxes now come from commercial properties. The area is served by the Volusia County Public Transit system.

In 2007, Orange City celebrated the 125th anniversary of incorporation and remains proud of its heritage.

Table I: Historical Growth

Census	Population
1900	356
1950	797
1960	1,598
1970	1,777
1980	2,795
1990	5,347
2000	6,604
2010	10,599
2015 est.	11,569

Source: U.S. Census Bureau

Demographics

Orange City's 2010 population of 10,599 was comprised of 25% who were age 24 and younger, 17% between 25 and 39, 23% between 40 and 59 and 35% who were 60 and over. The median age is 48, which is considerably higher than the national median (36.8). 86% of the population is classified as Caucasian, 7% African American and 2% Asian. The remaining 5% are classified as other or more than one race. 17% self-identifies as Hispanic or Latino of any race. Owner-occupied housing units make up 56% of the housing. The average household size is 2.1 persons and the average family size is 2.8 persons. Of those persons 25 and older 83% have a high school diploma and 14% have a Bachelor's degree or higher. The average household income is \$29,050 with 21% of all families falling below the poverty level.

Table II: Orange City Climate Averages

Month	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Average High °F	71	72	78	82	87	90	92	91	89	83	76	71
Average Low °F	47	48	53	57	64	69	71	72	70	63	54	48
Precipitation Inches	2.5	2.8	3.5	2.7	4.0	8.0	8.2	7.7	6.9	4.6	2.3	2.3

Source: Weatherbase

Climate

Orange City’s climate falls under the category of “Humid Subtropical.” It is characterized by relatively high temperatures and precipitation which peaks in the summer but otherwise is relatively evenly distributed throughout the year. The coldest month is usually quite mild, although frosts are not uncommon. Table II provides some additional data.

Geography

Orange City has a total area of 7.2 square miles, virtually all of which is land. Its mean elevation is 105 feet. It is located in east central Florida in the southwestern section of Volusia County. It is between the cities of Deland on the north, DeBary on the south, and Deltona on the east, and bordered by the beautiful St Johns River on the west.

Commerce

Orange City is part of the growing, high-tech I-4 corridor that services the Orlando/Daytona Beach metroplex. It is at the center of the third largest consumer region in the United States. The City is emerging as a regional marketplace for shopping and dining. Table III provides information concerning the City’s principal employers

The Government

The City of Orange City has operated under the council-manager form of government since 1988. Policy making and legislative authority are vested in an elected City Council and administrative authority in an appointed City Manager. The City Council consists of a Mayor and six Council

members all of whom are elected to staggered four year terms. The Mayor and one Council Member are elected at-large. The remaining five members of whom are each elected from one of five geographic districts. The City Manager, City Clerk and City Attorney are appointed by the Council.

The Council is friendly, thoughtful and collegial. It recognizes some disagreement will occur concerning policy matters and Council Members do not take it personally when their position does not prevail. They also seem to genuinely like and respect each other. They think very highly of staff. As a body, the Council is a fiscally conservative yet progressive group. It is sincerely interested in moving the City forward and is open to new ideas. The City is fairly advanced technologically.

The City has been run well. It provides all the standard services including water and wastewater. Interestingly, it

Table III: Principal Employers in Orange City

Rank	Employer	# of Employees
1	Florida Hospital Fish Memorial	871
2	John Knox Village	691
3	Volusia County Schools	480
4	Walmart	456
5	Publix	176
6	Orange City Nursing	160
7	Asbury Automotive	147
8	Target	134
9	Lowes	129
10	Kohl’s	121

Source: Orange City Finance Department



also contracts to provide fire and public works services to neighboring DeBary. Financially, the City is sound. Its FY 2015 General Fund budget was \$11.6 million, the Enterprise Fund budget is \$4.1 million and the Capital Budget is \$1.8 million. The ad valorem property tax rate is 7.49 per thousand and accounts for 33.7% of the General Fund revenue. The City's total assessed property value is approximately \$527 million.

The Challenges

Over the past five years, Orange City has made great progress in terms of developing its infrastructure and moving the City forward. The City has established momentum and the first challenge will be to keep the momentum in place.

The second challenge the city faces is the infrastructure projects. The 17/92 corridor is the major thoroughfare through the center of the City and is underdeveloped. The most significant handicap is that while the area has city water, it does not have a sanitary sewer system. All the homes and businesses are on septic systems and that does not allow the kind of development the area would otherwise warrant. The City is planning to undertake some major water system improvements in the next few years and is presently completing a sewer master plan. It also passed a stormwater fee. Together with the recently established Community Redevelopment Agency (CRA), many of the pieces are in place that may make it feasible to develop the 17/92 corridor. It will not happen overnight but it can happen. Another major infrastructure project is the Mill Lake Park. Originally a stormwater retention pond, the land was turned over to the City by the State last year and it is well on its way to becoming a beautiful City Park. Funding is now in place to finish it. Other infrastructure needs include a new Police Station and a new Fire Station.



The third significant challenge is resources. The City is in good financial condition presently and has done a masterful job over the past few years of leveraging its money through grants. Still not enough money exists to move swiftly on the projects it has in mind and it needs. The situation will improve as property values increase but it will be gradual. Hence the City will need to manage its resources carefully.

The final challenge will likely occur in November 2016. The Mayor and three council members are up for re-election and it is likely that there will be some change. The Mayor is planning to run for higher office and several others may not run for re-election. Thus, the composition of the Council may change significantly.

The Ideal Candidate

The City is looking for an action-oriented and progressive leader and manager to partner with the City Council and staff to take the City to the next level. The individual will be someone who will recognize opportunities when they present themselves and seize them. He/she will be visionary but practical, strong but flexible, and respectful yet candid. The elected officials are not looking for a “Yes” person but someone who will tell them what they need to hear, not what they want to hear. They also want to be kept informed and not surprised.

The ideal candidate will be a strategic thinker who can anticipate the consequences of actions taken today and the impact the surrounding environment may have on the City in the future. He/she will have outstanding management skills. The individual will set realistic goals for the staff, provide the necessary resources and then allow the staff to see the project through. He/she will expect to be kept informed and targets to be achieved but not micromanage. The ideal candidate will recognize talent and mentor that talent. At the same time, the individual will have high expectations and hold the staff accountable for results.

The individual will be optimistic yet realistic. He/she will have a strong sense of urgency and a desire to move projects forward. At the same time, the manager will have a sense of humor and create an environment where the staff want to come to work. The ideal candidate will be people oriented with strong customer service skills.

Orange City is a small town that expects the best from its government and the elected officials expect it to deliver. The ideal candidate will be financially astute with particular experience in budgeting and grants. The individual will have a track record of achievement and a body of work that demonstrates these qualities.

The ideal candidate will be experienced and have a track record of success in redevelopment. The City is ready to turn the corner. It simply needs an experienced hand at the helm to continue current progress. The individual will be professional in appearance and demeanor while also being friendly and outgoing. The manager will be comfortable and capable of relating to people in all walks of life. He/she will interact extremely well with the public and have excellent people skills. While managing the City’s operations is important, the individual will be active and involved in both the residential and business communities.

The ideal candidate will have a strong background in local government management and advanced business practices. The individual will not be comfortable with explanations that suggest it has always been done this way. Rather, he/she will question past practices and understand the application of systems (whether automated or manual) to improve processes and productivity while reducing expenses.

A Master’s degree is desired as well as seven years of experience in a senior management role in local government. Skill in intergovernmental relations is a must. The manager will need to develop a strong relationship with Volusia County and the State of Florida. Florida experience is a plus but not a necessity.

Compensation

The salary range is \$100,000 to \$150,000. The City would prefer to pay in the lower half of the range but will consider more for exceptional talent.

The Current City Manager

The current City Manager is leaving after a successful tenure of five years for a new position. It is not anticipated any internal candidates will apply, although it is a possibility.



Residency

The City Manager may reside outside the City limits with approval of the City Council.

How to Apply

E-mail your resume to Recruit33@cb-asso.com by October 9, 2015. Faxed and mailed resumes will not be considered. Questions should be directed to Colin Baenziger at (561) 707-3537 or David Collier at (772) 260-1858.

The Process

Applications will be screened between October 9th and November 9th. Finalists will be selected on November 10th. A reception and interviews will be held on November 19th and 20th with a selection shortly thereafter.

Other Important Information

The City of Orange City is an Equal Opportunity Employer and encourages women, minorities and veterans to apply. Under the Florida Public Records Act, all applications are subject to disclosure upon receipt. A veteran's preference will be awarded if applicable under Florida law.

Additional Information

For additional information about Orange City, visit: www.ourorangecity.com.

COLIN BAENZIGER  ASSOCIATES
EXECUTIVE RECRUITING

Appendix C

Sample Candidate Report

Sample Candidate Report

[Note: The following materials are provided with the permission of the candidate.]

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Cover Letter and Resume

March 26, 2020

Mr. Colin Baenziger
Colin Baenziger & Associates
2055 South Atlantic Avenue, Suite 504
Daytona Beach Shores, Florida 32118

Dear Mr. Baenziger:

Please accept the enclosed résumé for the position of City Manager for the City of Cape Coral, Florida. I am confident that my organizational and leadership abilities, educational background, and diverse professional experience are well-suited to the specific requirements of the position.

As indicated in the enclosed résumé, my professional background includes more than 25 years of progressive and responsible local government management experience. As an ICMA Credentialed Manager, I presently serve as the deputy city manager for the City of Fort Lauderdale, Florida. Prior to Fort Lauderdale, I served as the city manager for the City of Savannah, Georgia. In that capacity, I reported to a nine-member city council, created a new strategic plan - SAVANNAH FORWARD, led a family of 2,513 exceptional employees, and implemented a lean operating budget of \$408 million and a capital improvement plan in excess of \$407 million.

My previous experience includes serving as deputy county administrator for Broward County Florida; deputy county manager for Fulton County, Georgia; and assistant to the county administrator, Broward County, Florida. Collectively, my service in these progressive communities has provided me with extensive knowledge and expertise in all aspects of local government operations including affordable housing, strategic planning, transportation, budget development, community services, economic development and community revitalization, human services, and public safety, among others.

I am confident that I bring the right skills, experience and talents to the position. If you would like to schedule an interview or discuss my interest in the position, please contact me at (954) 940-1065 or at robhernandez@comcast.net. Thank you for your consideration.

Sincerely,

Roberto Hernandez

Roberto Hernandez

Enclosure:
- Résumé

ROB HERNANDEZ

1873 Northwest 113th Way, Coral Springs, Florida 33071 | 954-940-1065 | robhernandez@comcast.net

Profile

Proven, resourceful, and results-focused public administrator with more than 25 years of progressive local government management experience. ICMA-Credentialed Manager known for leadership, professionalism and organizational abilities.

Relevant Experience

Deputy City Manager City of Fort Lauderdale, Florida	2019 - Present
City Manager City of Savannah, Georgia	2016 - 2019
Deputy County Administrator Broward County Board of County Commissioners; Fort Lauderdale, Florida	2013 - 2016
Deputy City Manager City of Coral Springs, Florida	2011 - 2013
Deputy County Manager Fulton County Board of County Commissioners; Atlanta, Georgia	2008 - 2011
Assistant to the County Administrator Broward County Board of Commissioners; Fort Lauderdale, Florida	2003 - 2008
Various Positions Broward County Board of Commissioners; Fort Lauderdale, Florida	1994 - 2003

Education

Master of Public Administration
Nova Southeastern University; Fort Lauderdale, Florida

Bachelor of Public Administration
Florida International University; Miami, Florida

Current Professional Affiliations

International City / County Management Association (ICMA) – Credentialed Manager

Florida City / County Management Association

Broward City / County Management Association

Candidate Introduction

EDUCATION

- Master of Public Administration, Nova Southeastern University
- Bachelor of Public Administration, Florida International University

EXPERIENCE

- Deputy City Manager; City of Fort Lauderdale, FL 2019 – Present
- City Manager; City of Savannah, GA 2016 – 2019
- Deputy County Administrator; Broward County, FL 2013 – 2016
- Deputy City Manager; Coral Springs, FL 2011 – 2013
- Deputy County Manager; Fulton County, GA 2008 – 2011

BACKGROUND

Fort Lauderdale is the largest municipality in Broward County and the ninth most populated city in Florida, slightly ahead of Cape Coral. Smaller in geographic area than Cape Coral, the city encompasses 38 square miles with a population of 186,220. A popular tourism destination, the city is often referred to as the “Venice of America” because of its many inland waterways, not too dissimilar to Cape Coral’s “Water Wonderland” designation.

The City of Fort Lauderdale is a full-service municipal corporation that provides police protection, fire-rescue services, parks and recreation programs, potable drinking water to a service area both within and outside the City limits along with wastewater collection and treatment, sanitation services, development regulation, parking, and street maintenance. The City also operates a general aviation airport, a downtown heliport, an aquatic complex, and an auditorium. Its current general fund budget is more than \$373.7 million or \$832.7 million in total.

As the deputy city manager, I assist the city manager in overseeing municipal operations, specifically coordinating the activities of the Transportation and Mobility, Public Works, Sustainable Development and Parks and Recreation departments. Collectively these departments have a combined operating budget of \$380 million and 1,527 full-time employees.

The three most critical issues facing the city are:

- Infrastructure
- Resiliency
- Affordable Housing

Both Fort Lauderdale and Cape Coral have identified infrastructure as key elements of their adopted strategic plans. Fort Lauderdale’s emphasis is by necessity due to a series of recent high-profile infrastructure failures and a state mandated consent order. Fort Lauderdale’s initial development boom occurred between the 1950s and 1970s during which the majority of the city’s

infrastructure was installed. Materials of that era include cast iron pipe which is now failing regularly as a result of corrosion and erosion. From the 1990s until today, the city experienced a vertical development boom witnessed by large-scale redevelopment on its barrier island and downtown. This explosive growth was not matched by investments in infrastructure capacity, redundancy, and resiliency. Missteps occurred along the way, including transferring more than \$20 million annually from the Water and Sewer Fund to the General Fund as a “return on investment”, reduction in preventative maintenance activities, and failure to modernize its primary water treatment plant. The consequences of these decisions would surface years later as sewer main breaks, water line breaks, and flooding would disrupt life throughout the city. The City has identified more than \$1.2 billion in needed infrastructure improvements over the next 25 years. In addition to rectifying years of disinvestment in its water utilities, the City’s park system and public safety facilities have suffered a similar fate. The City is now implementing a \$200 million parks bond and \$100 million replacement police headquarters bond referendum to improve those facilities.

Sea level rise is Fort Lauderdale’s second biggest issue. Fort Lauderdale has made adaptation to climate change and rising sea levels a top priority. Many neighborhoods in Fort Lauderdale now experience chronic flooding on a regular basis. According to recent projections issued by the Southeast Regional Climate Change Compact, 10-17 inches of sea level rise by 2040 and 21-64 inches are possible by 2070. The City now requires the impact of sea level rise to be incorporated in future infrastructure master plans. Also, City-owned seawalls are being replaced and elevated, tidal valves have been installed in flood-prone areas, and the City is exploring the feasibility of raising road elevations in certain neighborhoods that are threatened by sea level rise.

Fort Lauderdale’s housing costs are now among the highest in the nation. More than 60 percent of households in the city spend more than 30 percent of their income on housing. The price of single-family homes has increased 41 percent since 2013. In 2018, the median sale price for a three-bedroom home was \$440,000. A four-bedroom home is now \$835,000. Given the high cost of homeownership, many are forced to rent; however, rental costs are equally unaffordable with the average two-bedroom rental costing \$2,705 monthly. Three bedrooms, \$3,204. The City is attempting to incentivize various housing types to support all income groups by providing zoning incentives such as height and density bonuses, no- or low-interest loans, or grants to developers to facilitate the construction of more affordable units. Without an affordable and diverse housing stock, the city, county, and region will not succeed in creating a diversified and balanced economy.

GENERAL MANAGEMENT STYLE AND EXPERIENCE

Cape Coral is a jewel for public administration professionals to practice their craft in a progressive environment. The challenges in Cape Coral are similar to those I have faced throughout my career as a city manager or deputy manager. For those reasons, I believe that the combination of my experience as a proven leader understanding local government in Florida, the ability to work with elected and appointed officials and the ability to understand and solve problems will allow me to excel as Cape Coral’s next city manager.

Many can manage but few can lead. Management is something I did earlier in my career; at this point in my professional career and personal life, I believe it is more important to exercise leadership. As leaders, we must communicate a clear vision and direction. We must demonstrate a passion for what we do – that is, to make a difference every day. For me, leadership is situational. When time, resources, and skills permit, my leadership style is participatory and collaborative. In other circumstances, it must be directive.

Great leadership is infectious. People are your greatest assets. It is important to create an environment where people want to work hard by making things fun, challenging, and rewarding. I believe in building a positive work climate where people are appreciated and valued. I like to consider myself a “macromanager” rather than a micromanager. I view my role as explaining the project or task, the expected result and deadline, and monitoring performance on a regular basis. I track projects and assignments using a Sharepoint site and meet with staff on a routine basis to review progress. I meet with staff more frequently on an as-needed basis. I describe what needs to be done, provide them the resources, get out of their way, and hold them accountable. So far, I think this approach has worked.

I am confident that staff and elected officials would describe me as professional, thorough, hard-working, ethical, honest, opinionated, and transparent. They would hopefully view me as engaged, participative and inclusive and valuing open communication and feedback, while also allowing for empowerment and accountability.

Two strengths that others will point to are my transparency and ability to make strategic decisions. In terms of a weakness, I believe that my commitment to my organization and loyalty to my teammates has led others to conclude that I can be defensive at times.

Regarding performance measurement, I believe it starts at the top with the governing body establishing a clear strategic vision for the organization, and cascades downward. Once key strategic objectives are defined by the governing board, it is the manager’s job to develop strategies to meet those strategic objectives. Business units then must identify those operational efforts and measures that are aligned with the strategies and long-term objectives. Those help form the basis for developing individual performance measures that are included in performance reviews.

In terms of a significant professional achievement, the revitalization of the Fulton Industrial District (FID) in metro-Atlanta, one the largest industrial, warehousing and logistics centers in the southeastern United States, is one that I am most proud of. In the fall of 2008, I toured FID as Fulton County’s new deputy county manager. What was once a leading center of economic activity was now rife with rampant prostitution, open drug sales, shuttered buildings, neglect, and decay. FID was well into a state of decline that began in the 1980s as its warehouses were abandoned for taller and larger ones elsewhere and manufacturing disappeared overseas. I observed conditions that I had never seen in my career until that day. Families called extended stay motels home. A police detective explained how FID was the child prostitution hub for the entire metropolitan Atlanta region. After a woman was found locked in a dog crate in one of FID’s many hotels, I was horrified and said: “not anymore – not on my watch.”

Rob Hernandez

For the next three years, we made it our mission to make FID better. We used every conceivable resource within county government and put together a team of county agencies that included everything from arts to zoning. We rolled up our sleeves and went to work. We attacked the issues from every angle: from health to human services to public safety. With the help of a dedicated team, we accomplished a remarkable turnaround that included:

- Adoption of the Fulton Industrial Redevelopment Framework
- Designation by the State as an “Opportunity Zone”, providing needed economic incentives
- Establishment of the Fulton Industrial Community Improvement District, a self-taxing entity to take on area wide governance and improvements
- Establishment of the South Fulton Service Center which relocated two county commissioners, police, fire, and all other unincorporated area services to FID

Today, FID is healthy and vibrant. It is now a place where businesses invest rather than flee.

My biggest disappointment thus far involves the establishment of a fire assessment fee in Savannah. A \$14 million budget deficit welcomed me upon arriving in Savannah in October 2016. As I tackled the deficit with my new team members, I realized the City had a structural imbalance that needed a long-term solution. Although revenue growth was respectable, it lagged projected expenditures well into the future. Working with the city council, we agreed to a stopgap approach for Fiscal Year 2017 with the understanding that we would bring back long-term options the following year. Fiscal Year 2018 presented a \$12 million imbalance and to address it, I proposed a fire service assessment using an approach and the same consulting firm as Cape Coral. After spending considerable time and effort creating such a fee, the city council adopted the budget with this fee. The fee provided financial stability, allowed us to lower the millage rate, and provided resources to address capital needs and service priorities. The fee was controversial and faced stiff public resistance. Continued opposition to the fee caused the city council to reverse its decision midway through the fiscal year, requiring us to identify more than \$16 million in new revenue and expenditure reductions. Rescinding a budget halfway through the fiscal year was disruptive to operations. In retrospect, I did not anticipate such stiff opposition since we held more than 60 community meetings and thought we had obtained community buy-in to the extent we could. Newspaper editorials supported our approach. In the end, the fire assessment was reversed, the equivalent of two engine companies eliminated from the fire department’s budget, and the millage rate increased. The painful lesson I learned throughout all of this is that local government must do a better job educating the public on how well it is performing and safeguarding the public’s resources. It was a painful lesson – it still hurts to sit to this day.

Employee terminations are always an unfortunate aspect of what we do as leaders. Unfortunately, I have had to dismiss employees throughout my career for poor performance or poor leadership. While it is never an encounter that brings pleasure or satisfaction, these separations were not a surprise to the affected individual. In every instance the individual was counseled and made aware of performance deficiencies beforehand, corrective actions identified, and the consequences of not meeting the performance standards explained. I hope that in every instance, I treated the employee with respect and dignity. I allowed them to “write their final chapter” with the organization and

Rob Hernandez

allowed them to leave at the top of their game with a celebration of their accomplishments to the organization.

The issues and challenges facing Cape Coral's next city manager are:

- Leading in the Post COVID-19 Era.
- Ensuring continued Smart Growth.
- Continuing to expand and upgrade critical infrastructure.

Sadly, Cape Coral's next city manager will have to lead the organization through the aftermath of Covid-19's devastation. Although the City has a diversified revenue base not overly dependent on one specific funding source, it can expect revenues of all types to be impacted. While the financial realities of the pandemic will become clearer in the months to come, Cape Coral's next city manager will need to assess the financial impacts and determine how to continue basic municipal services, allow for certain aspects of the local economy to resume and balance the workforce and service demands with the new fiscal realities.

Second, Cape Coral's next city manager will need to continue to position the city for growth once the post-COVID 19 recovery begins to take shape. The City will need to continue progressive land use policies and zoning incentives to attract orderly and smart development to greenfields and redevelopment. Promoting growth in the tax base and employment for the city's residents must be a top priority. Fortunately, Cape Coral is well-positioned to attract further economic investment once the nation and the state adjust to the realities of the post-pandemic world.

Finally, investments in infrastructure must continue to drive the next city manager's agenda. During difficult times, many municipalities defer or eliminate investments in critical infrastructure improvements. This is a grave mistake and the next city manager must avoid the urge to gut capital investment plans. Since capital investments are long-term in nature, it is important that Cape Coral's next city manager appreciates the need to ensure adequate investments are made in all facets of municipal infrastructure including roadways, water utilities, facilities, and information systems. For Cape Coral, this includes expanding infrastructure utilities to areas currently not served plus parks and open space to accommodate neighborhood growth. The benefits of such continued investment will pay off in the longer-term. It is important to take a long-term view rather than an immediate one, however painful it may be.

If selected for the position, during my first six months I will:

- Listen, listen, and listen to understand issues, challenges, and desires of all stakeholders: elected officials, neighborhood groups, organized labor, business community, education representatives, the local media, and others;
- Forge a close relationship with the City Council and Mayor;
- Review goals and objectives for the organization with the Mayor and City Council;
- Reach out to department directors and learn about their challenges, priorities, and programs;

Rob Hernandez

- Meet as many employees as possible by conducting several “town hall” sessions;
- Establish trust and credibility with all stakeholders; and.
- Become familiar with the community and its culture.

As for media relations, I appreciate the work the media does. The media can be a great asset if managed properly and cultivated. Being open and honest with them is important. Integrity is an essential part of the relationship with the media. In Savannah, I practiced an open-door policy with the media and reserved a better part of Tuesdays to meet with them. I am not aware of anything in my background that could be considered embarrassing to a potential client.

Social media is an effective tool in keeping the public informed and is changing how government communicates with its various constituencies. I have used social media, primarily twitter, to keep interested individuals informed with short briefs on an issue. This helped us shape our story and put us in leading the community conversation rather than delegating that role to media. I have used social media to help sustain interest on an issue and to keep the public informed on upcoming discussions or significant events. During workshops or regular meetings of my elected body, we would “tweet” aspects of the discussion. In Fort Lauderdale, we rely on ZenCity to help us mine social media on a regular basis to help us gauge public sentiment on a variety of issues.

There is “no dirt” on me. I live a clean, simple life, prefer to tell things as I see it, and sleep well at night. I also treat people with professionalism and respect. I am honestly not aware of anything in my professional or personal lives that could be viewed negatively. However, while serving as the city manager of Savannah, there were a few individuals who were not supportive of my efforts or views. You may find some blogs critical of my opinion on building materials in the city’s landmark historic district, my hesitance in assuming the operating costs of a regional expressway, and of the ill-fated fire assessment. Regardless, I always conducted myself professionally and never brought any negative attention to the elected officials or the organization I worked for.

My personal interests include the outdoors and pursuing home improvement projects.

ADJECTIVES OR PHRASES THAT DESCRIBE ME:

Driven, Professional, Focused, Disciplined, Organized, Thorough

REASONS FOR CONSIDERING LEAVING CURRENT POSITION:

I am considering opportunities beyond Fort Lauderdale because I believe that I can have a greater impact on an organization and a community by serving in the top leadership role.

CURRENT SALARY

+/- \$217,000 plus \$4,680 auto allowance and \$1,310 cell phone allowance.

CB&A Background Checks

**Background Check Summary for
ROBERTO HERNANDEZ**

Criminal Records Checks:

Nationwide Criminal Records Search	No Records Found
County	
Broward County, FL	No Records Found
Chatham County, GA	No Records Found
Fulton County, GA	No Records Found
State	
Florida	No Records Found
Georgia	No Records Found

Civil Records Checks:

County	
Broward County, FL	No Records Found
Chatham County, GA	No Records Found
Fulton County, GA	No Records Found
Federal	
Florida	No Records Found
Georgia	No Records Found

Motor Vehicle

Florida	No Records Found
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Credit

Very Good

Bankruptcy

No Records Found

Education

Confirmed

Employment

Confirmed

Under the Fair Credit Reporting Act, 15 U.S.C. 1681-1681Y, credit and bankruptcy information are very sensitive and should not be used in the consideration of hiring. The information is included for each candidate because we do not want you to be surprised if third parties raise what they consider to be a concern.

**Background Check Summary for
ROBERTO HERNANDEZ
Personal Disclosure**

Personal Disclosure Questionnaire

Name of Applicant: ROB HERNANDEZ

The following questions are designed so that we will be able to make full disclosure to our client concerning your background. Please answer them honestly. Cutting corners or misrepresenting your past will result in you being eliminated from all further searches conducted by this firm. We understand that frivolous charges are sometimes made and that charges do not mean you were guilty. We also understand that you may have been wronged and needed to seek compensation. The bottom line is that we want to be certain that our client is fully informed. If you have any questions, please contact us for clarification.

Please explain any yes answers on a separate sheet of paper.

1. Have you ever been charged or convicted of a felony?
Yes No
2. Have you ever been accused of or have been involved in a domestic violence or abuse incident?
Yes No
3. Have you ever declared bankruptcy or been an owner in a business that did so?
Yes No
4. Have you ever been the subject of a civil rights violation complaint that was investigated or resulted in a lawsuit?
Yes No
5. Have you ever been the subject of a sexual harassment complaint that was investigated or resulted in a lawsuit?
Yes No
6. Have you ever been charged with driving while intoxicated?
Yes No
7. Have you ever sued a current or former employer?
Yes No
8. Do you have a personal My Space, Face Book or other type of Web Page?
Yes No
9. Do you have a personal Twitter Account?
Yes No
10. Is there anything else in your background that, if made public, would cause you, our client or our firm embarrassment if it came to light through the press or any other mechanism?
Yes No
11. Please provide a list of any lawsuits in which you are or have been a party either as plaintiff or defendant.
NONE

Attested to: 
Signature of Applicant

Please email this form via PDF DOCUMENT to Lynelle@cb-asso.com or via fax to (888) 539-6531 no later than 5:00 PM PST 04/13/2020.
(Note: Please be sure to sign the form with your actual signature if you are sending Fax or PDF Document)

CB&A Reference Notes

Reference Notes

Roberto “Rob” Hernandez

Elizabeth Taschereau – Director of Developmental Services, City of Margate, FL
954-884-3686 954-218-9798

Ms. Taschereau has known Mr. Hernandez since 2011 when he was hired as the Deputy City Manager for Coral Springs. She was the Community Redevelopment Agency Coordinator and reported to him. She later followed him from Coral Springs to the Savannah when he became the City Manager. She had enjoyed working for him and had wanted to continue learning from him so much that she willingly commuted between her home in Florida to her job in Georgia. After he left Savannah to go to Fort Lauderdale, she also left.

Mr. Hernandez was a successful and professional leader. He had strong project and time management skills. Ms. Taschereau especially admired how well he kept track of numerous project deadlines on his calendar, which she had access to when working under him. He worked well with team and delegated excellently. The only possible weakness he had was his high expectations. He strove to accomplish much, and he expected his staff to perform similarly. Such expectations may have been overwhelming for some who were unsure of their abilities to accomplish their tasks. However, staff members were able to look back and be amazed by how much and how well they accomplished those tasks. Though his high expectations were a challenge for some, many Cities turned around for the better because of his drive.

Mr. Hernandez worked on numerous high profile projects, such as building a new city hall. The old city hall was built in 1905. It was very much out of date and far too small for a city of Savannah’s size. That said, building a new city hall spurred a great deal of controversy over architecture and location. Recognizing it as a critical need, Mr. Hernandez took charge of the project and eventually achieved community acceptance of the building’s location downtown and of the architecture. It all came about in approximately a year and a half and the new city hall celebrated its grand opening in 2018. Another significant project he worked on as upgrading the City’s arena while working with a management company. He was able to renovate the facility while negotiating a contract that was eventually approved by the County Commissioner. It was a huge accomplishment.

Mr. Hernandez was very inclusive of employees in projects, meetings, emails, status reports, memos, and other forms of communication. He communicated in a way they easily understood, and he expected his staff to communicate with him. Such an inclusive mindset was different for staff from the Cities of Coral Springs and Savannah, where the culture was less inclusive. He managed several internal and external projects that involved multiple people across different divisions. Many commented how they had not enjoyed such high communication levels before Mr. Hernandez came. Previously, little communication occurred between divisions. As such, decisions were delayed and less efficient. When he effectively included different groups to integrate on multi-division projects. He helped projects move forward.

Mr. Hernandez also generally made good decisions. He had high integrity. He made the best recommendations and decisions possible for the community as a whole. He did consider the input of groups with special interests, but he strove to make the best possible decision. He also made good decisions with staff members. For example, he reorganized the Savannah City staff, which

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Roberto “Rob” Hernandez

composed of approximately 2,400 employees. This momentous change created openings, which he filled with sharp and high performing individuals. The new employees immediately began planning and establishing standard procedures. The City began to change, and consequently, so did the community. Furthermore, Mr. Hernandez greatly believed in committees. He formed several committees with the Human Resource Department and with staff, sometimes even bringing in external panel members if necessary. He wanted people in high-level positions to make decisions together.

As a great public speaker, Mr. Hernandez worked well with the public. He always remained composed and professional. He had excellent presentation skills. People were generally perceptive to his ideas when he spoke, and he communicated well when invited to speak for different organizations. Even if some people at those meetings were exceedingly unprofessional toward him, he managed himself well. He performed well despite those difficulties. In addition, Mr. Hernandez worked well with individuals. He educated others, providing recommendations on what the Mayor and others needed to vote on. Because of these interpersonal abilities, Mayor and Councilmembers voted on multiple successful projects. Moreover, Mr. Hernandez had good financial skills. He used a hands-on approach with the city budget and worked closely with chief financial officers and the Budget Director. He wanted to ensure he understood the budget accurately.

Though a change agent, Mr. Hernandez did not seek change for the sake of change. He carefully evaluated a City’s situation, whether involving technology, processes, or even City culture. He observed how others managed tasks before he made necessary changes to keep the City moving forward. Ms. Taschereau has done her best to incorporate this valuable lesson into her own leadership skills. Also, Mr. Hernandez an effective problem solver. He solved numerous issues that had existed for long periods of time. Some problems required many changes and more money, which made certain solutions difficult to implement. He attempted to solve these, and then he put plans into place to initiate these necessary changes once enough resources were available. Other problems were out of his realm of influence. As such, Mr. Hernandez made good recommendations, even if people did not follow his advice.

Ms. Taschereau is unaware of anything in Mr. Hernandez’ personal or professional background that will concern a future employer. She would definitely hire him if possible. As someone who has worked for him, she knows how good he is at overcoming challenges and managing a city. Mr. Hernandez is passionate about municipal work. He wants his employers to be high-performing organizations. He has been and will continue to be a very good Manager.

Words or phrases used to describe Roberto Hernandez:

- Successful,
- Professional,
- Collaborative,
- Inclusive,
- High integrity,
- Good speaker, and
- Influential.

Reference Notes

Roberto “Rob” Hernandez

Strengths: Project management, leadership and staff management, presentation abilities, financial understanding.

Weaknesses: His high expectations can be daunting at time, but his expectations drive people to accomplish goals they previously thought they were incapable of achieving.

Skye Patrick – former Director of Libraries, Broward County, FL 562-940-8400 562-659-1155

Ms. Patrick has known Mr. Hernandez since 2014. She really enjoyed working with him and learned much from him.

Public Administration was Mr. Hernandez’s strong suit. He was thoughtful and he understood County policy and procedures very well, which meant he navigated in a way that was very helpful to his department. He did not know much about the library system when he was hired, but he studied and learned about how they operate and developed a good understanding.

The Directors hired by Mr. Hernandez were very good selections. He sat on the panel that hired the Finance and Business Administrator, and helped with the searches for the Aviation Director and Human Services. When making decisions in general he was very thoughtful and took the time to gather information.

In general, Mr. Hernandez maintained the organization at a high level and had learned from his department heads to be innovative and creative. They had a monthly meeting where Mr. Hernandez provided information on organizational changes. Ms. Patrick headed a very large organization with many issues. He was always available and responsive.

Some community members were very aggressive. Mr. Hernandez took the time to attend both scheduled and off the cuff meetings with individuals who had concerns about an issue. His openness and willingness to address an issue immediately, without any delay, was impressive.

In his capacity Mr. Hernandez really tried to lead the organization, and was creative and thoughtful in meeting goals. He worked very well with the Board, which consisted of nine voices with sometimes conflicting concerns. He protected the department heads when necessary and did a great job balancing the administration and the politics, which is no small feat.

Several major personnel issues involving union members were escalated to upper management. Mr. Hernandez was not required to attend the meetings but he came to help negotiations. The union had between 500 and 600 members. He helped navigate the very rocky road between the union relationship and County protocol. He showed great initiative in addressing problems that existing prior to his arrival. He helped resolve long-standing issues in only 2 to 3 meetings.

Mr. Hernandez was given directives to create a business plan for the new Panther Stadium. The process took several months and he worked with several departments to create the business model. He also worked on a new transportation plan that was very complex. The process has spanned for several years and involves 15 of the 31 cities in Broward County.

Reference Notes

Roberto “Rob” Hernandez

They were short 800k in a capital budget of \$5 million dollars. Mr. Hernandez worked with the staff to review the overall budget and prioritize projects. Several of the big-ticket items related to technology were prioritized, and he found a way to upgrade their enterprise software.

They only knew each other for a few years, but Ms. Patrick does not know anything controversial that involves Mr. Hernandez.

Broward County has a \$6.5 million dollar budget with 31 cities plus some incorporated areas. Ms. Patrick would hire Mr. Hernandez and feels he is well suited to run a community the size of Broward County or slightly larger. Every department head he worked with has a positive opinion of his management and leadership qualities. Employees are comfortable working with him and felt very supported by him. He ensured that Ms. Patrick had the financial resources she needed. She confidently recommends him for a Manager position.

Words or phrases used to describe Roberto Hernandez:

- Extremely thoughtful,
- Very intelligent,
- Incredible business mind,
- Perfectly capable administrator,
- Incredible leadership qualities, and
- Shows initiative and foresight to present quantifiable outcomes.

Strengths: Thoughtful; understands policy and procedures; public administration; learns what he needs to know.

Weaknesses: He could have a greater understanding of the different lines of work that each department head was responsible for.

Van Johnson – Mayor, City of Savannah, GA 912-651-5988 912-651-6444

Mr. Johnson worked with Mr. Hernandez between 2016 and 2019 when Mr. Hernandez became the Savannah City Manager. Mr. Johnson and Mr. Hernandez had a good relationship.

Mr. Hernandez performed decently as City Manager. He was smart, strong-willed, and a hard worker. He was a workhorse who innovatively tried to find solutions to problems. He was always quite professional, cordial, and direct. At times, his passion and directness may have caused people to think Mr. Hernandez was emotional or overly direct. However, these traits were a function of his military background.

Mr. Hernandez had good communication skills. He kept Mr. Johnson informed via email, phone, and personal communication when appropriate. Mr. Hernandez generally made good decisions and usually made good decisions when hiring personnel. He was customer service oriented. He accomplished tasks in a timely manner.

Additionally, Mr. Hernandez tried to make the City to a high-performing organization. He recognized several structural financial issues within the City and put the City on track. He was

Reference Notes

Roberto “Rob” Hernandez

both a leader who rallied employees around the organization’s vision and a manager who oversaw processes behind a desk. He worked hard to effectively solve problems to the best of his abilities. For example, he brought about a strategic plan for the City, which had not existed prior to Mr. Hernandez’s arrival. He led the Council and the organization to determine a goals and priorities. The Savannah Forward strategic plan is still currently used.

One of the largest criticisms against Mr. Hernandez was that he was less social than the public expected their Manager to be. Certainly, he was kind and polite. He had experience working with the public and sometimes was out in the public attending community meetings to represent the organization. However, he often worked more than he socialized.

At times, Mr. Hernandez experienced some difficulties wading through the City’s Council-Manager form of government. These hardships were not entirely his fault because some councilmembers violated these lines at times. Usually, Mr. Hernandez persevered. Eventually, these challenges became too much for him to bear. For example, he proposed instituting a City fire fee similar to what Florida cities used to address the City’s structural deficits. The Council accepted the idea. However, when the public became upset with the fee, the Council blamed him for the failure. Furthermore, the previous Mayor needed a scapegoat for some of his poor decisions and blamed Mr. Hernandez – even though the City Manager only carried out decisions made by the City Council.

Mr. Johnson is unaware of anything in Mr. Hernandez’s background that will concern a future employer. If given the opportunity to rehire Mr. Hernandez, Mr. Johnson would consider him as a candidate. Given the difficult circumstances in Savannah, Mr. Hernandez was a great Manager.

Words or phrases used to describe Rob Hernandez:

- Smart,
- Strong-willed,
- Hard worker,
- Good work ethic,
- Innovative, and
- Professional.

Strengths: Work ethic, innovative solution finding.

Weaknesses: Mr. Hernandez’s passion and directness may have been misconstrued as being emotional or overly direct.

Claudette Bruck – former Commissioner, City of Coral Springs, FL 954-562-2526

Ms. Bruck has known Mr. Hernandez since 2011. He was their Deputy City Manager for all too short of a time. They were sad to see him leave and would love to have him back.

Mr. Hernandez was extremely bright, very diligent and focused. When he first came to the city he first stood back and analyzed the organization. When it was his turn to speak, he impressed

Reference Notes

Roberto “Rob” Hernandez

everyone. His presentations are flawless but factual. Everything he said was entirely trustworthy; he presented information he could stand behind.

Their interactions were all professional. Mr. Hernandez was very respectful. He listened and was prompt in responding to inquiries. His decisions when hiring personnel were very good. He was innovative and operated at a high performance level. He listened, assessed a situation, and then came forward with an excellent recommendation. He was very experienced and innovative.

Mr. Hernandez frequently gave presentations at workshops, commission meetings and community meetings and always did an excellent job. He had good rapport with the audience and a demeanor that invited trust.

Mr. Hernandez kept the Commissioners informed as appropriate. The Manager’s office operated independently of the Commission. Rather than reporting in on a daily basis, they did so at special meetings or as needed. Mr. Hernandez did not have the opportunity to work one-on-one with residents, but he did present information about projects to the community. He was always prepared and answered questions on the spot.

The Commission received much information from varying sources, and the information was not always accurate. They felt very fortunate to have Mr. Hernandez on staff and trusted his accuracy. He led the organization well because he earned the trust of employees.

Mr. Hernandez played a significant role in pension discussions. He responded to questions at community and commission meetings. He followed through and was customer service oriented. He always did what said to do. He was not directly involved in the finance department or the creation of the budget, but he had a good understanding of the numbers.

Ms. Bruck is unaware of any controversy involving Mr. Hernandez. She would hire him and feels he would be a great Manager. He was knowledgeable, experienced, task oriented, focused, and could always be trusted. His departure was a tremendous loss to Coral Springs.

Words or phrases used to describe Roberto Hernandez:

- Trustworthy,
- Bright,
- Quick study,
- Serious about his position,
- Honorable, and
- Innovative.

Strengths: Very thorough; brought an idea forward only after it had been thorough researched; good at identifying problems and determining solutions.

Weaknesses: None identified.

Reference Notes

Roberto “Rob” Hernandez

Brooks Stillwell – former City Attorney, City of Savannah, GA 912-484-1690

Mr. Stillwell worked with Mr. Hernandez between 2016 and 2019. During this time, Mr. Stillwell was the Savannah City Attorney and Mr. Hernandez was the City Manager. They worked closely together daily and reported to the City Council.

Mr. Hernandez was a great City Manager operationally. He worked hard and had good fiscal planning abilities. He had several good ideas for the City and was a good strategic planner. He possessed a long-term vision of what he wanted to accomplish and strove to quickly achieve those goals. He was driven and dedicated.

Mr. Hernandez managed day-to-day operations exceptionally well. He worked well with staff members and those close to him in the office. He met with Mr. Stillwell during weekly meetings with City leaders and kept the City Attorney well informed.

As a change agent, Mr. Hernandez came in and proposed several changes to help the City run better. He initiated several positive transformations, such as with implementing the City’s strategic plan. However, Mr. Hernandez implemented other changes too quickly for the historical City to handle. For example, he tried to completely change the City’s property exchange, planning, and financing. Each area’s change was tough individually, but all these at once were especially difficult to maintain.

Savannah is a very unusual city. Its roots go back almost 300 years and Mr. Hernandez did not fully appreciate how the City’s unique historical culture differed from the culture found in his previous positions in Florida. In past jobs, he rarely handled city politics as the person second in charge. In Savannah, he had to involve himself more than he had previously done. The City traditionally expected the City Manager to be its Chief Executive Officer and to be heavily involved with the entire community outside of city government organization. As such, Mr. Hernandez had to work with county officials, chamber commerce, state legislature, and community leaders. Though Mr. Hernandez worked well with staff, he did not see community politics as part of his job, which was a large issue for the City. He frankly did not anticipate the public blowback from some of the programs he recommended the City Council implement. As such, he faced many challenges.

Even though many of his ideas were conceptually good, Mr. Hernandez was unable to bring the public to side with his solutions. For example, he tried implementing a fire fee to unburden property owners’ taxes. He saw the fee as a method of fixing the City’s fiscal problem. Though he initially had the Council’s support, Mr. Hernandez eventually faced huge public backlash. Then some council members tried to politicize the plans which led to the fee being poorly implemented. Mr. Hernandez also tried to implement a union contract with the fire union, which ended up facing public blowback as well. He had little Council support because such a plan did not translate well to Georgia.

Eventually, Mr. Hernandez left the City to return to Florida. Both his wife and he were unhappy with how rough this period was for them. He gave several months’ notice before his resignation.

Reference Notes

Roberto “Rob” Hernandez

Despite these issues, Mr. Hernandez was a great City Manager. He spoke well with public groups. He was an excellent fiscal manager. He generally made good decisions and hired personnel quite conscientiously. He was particularly customer service oriented. He was a leader who had a vision of how to accomplish goals and who tried to mold the City’s organizations to this vision. He accomplished tasks in a timely manner. He set goals and timeframes to move forward. He solved several problems effectively. He successfully implemented the complete reorganization of the City’s organizational department. He worked hard through stress to overcome issues. He also was outstanding with crisis management, such as when the City dealt with two hurricanes.

Any future employer will need to discuss what they expect Mr. Hernandez to do and what he expects to do with public and community leadership. These clear explanations are critical. Mr. Hernandez will perform well under a strong County Manager or strong Mayor who assumes all roles of working with the public. Mr. Hernandez understands how this type of government is organized and will do well in this system. Mr. Hernandez was an excellent City Manager on a whole, just not for the City of Savannah.

Mr. Stillwell is unaware of anything in Mr. Hernandez’s personal background that will concern a future employer. Though Mr. Stillwell would not rehire Mr. Hernandez for the City of Savannah, Mr. Stillwell would definitely hire Mr. Hernandez for most any other municipality. A future employer will not find a more dedicated, hardworking person who can implement ideas well. Mr. Hernandez has been and will continue to make a good Manager.

Words or phrases used to describe Rob Hernandez:

- Tremendously hardworking,
- Good strategic planner,
- Aggressive in a good way,
- Dedicated, and
- Visionary.

Strengths: Long-term planning, fiscal planning, management skills.

Weaknesses: Interacting with public and political leaders was hard for Mr. Hernandez, who was used to a more strictly managerial position.

Zachary Williams – former Fulton County Manager, GA 404-990-6545 404-371-2881

Mr. Williams has known Mr. Hernandez since 1994. They worked closely from 2008 to 2011 when Mr. Hernandez was the Deputy County Manager. He did an excellent job. His work performance, personality, and interactions were outstanding. He was handpicked from South Florida to come and work for Mr. Williams.

Mr. Hernandez had an excellent work relationship with his elected officials. They trusted that what he said to had been well researched. He earned their respect and represented Mr. Williams very well.

Reference Notes

Roberto “Rob” Hernandez

Once he had been given a problem to solve, Mr. Hernandez was tenacious. He marshaled resources and focused them through team building to get the job done. He did not shy away from challenges. He was patient when it was warranted; however, it did not come naturally to him.

Mr. Hernandez preferred face-to-face interactions whenever possible. If meeting a person directly was not an option, then he used the phone. He was an excellent writer and could be successful using email; however, he had developed respect from his subordinates by meeting with them personally, listening to their issues, and explaining his thoughts.

Depending on the nature of the decision that needed to be made, Mr. Hernandez responded quickly. Circumstances that required gathering facts may have taken him longer. He was not indecisive but rather took the appropriate amount of time to gather the information and opinions he needed to make good decisions.

Mr. Hernandez hired good employees. In some instances where a hire did not work out, he did all he could to work with them. He went through exhausted hiring practices involving many stakeholders. He was analytical and used that to his advantage in the hiring process.

Mr. Hernandez was innovative but did not try to change things just for the sake of change. He was mature enough to leave a process alone when it worked well. He had improved existing processes in Fulton County.

Mr. Williams was proud of the redevelopment that was carried out on Fulton Industrial Boulevard. Under Mr. Hernandez’s leadership, an area known for drugs, prostitution, and crime had reversed its negative direction to become an area where businesses wanted to locate. Mr. Hernandez created momentum in this large container warehousing district. He acquired State funding and formed a commercial improvement district.

There were very few tasks in public service Mr. Hernandez could not do well. He is ready to take the helm of an organization and become a Manager. Mr. Williams gives him his full and complete endorsement and support. Mr. Hernandez was one of the best public servants Mr. Williams has ever worked with.

Words or phrases used to describe Roberto Hernandez:

- Embodies what public service should be,
- True believer in the mission to make other people’s lives better,
- Tenacious,
- Analytical,
- Hardworking, and
- Professional.

Strengths: Problem solving; tenacity; marshaling resources; and team building.

Weaknesses: He could be patient when it is warranted; however, it did not come naturally to him.

Reference Notes

Roberto “Rob” Hernandez

Dele Lowman – former Assistant to the County Manager, Fulton County, GA (404) 612-8331

Ms. Lowman worked with Mr. Hernandez in the Fulton County Manager’s Office. She had known him since 2003 where they worked together in Broward County. They had a good working relationship. He was very diligent and mission focused.

When Mr. Hernandez first arrived in the Administrative Office in Broward, she was working as a graduate being mentored by the County Administrator. She was told to watch Mr. Hernandez and learn from how he took a task, broke it into small parts, and organized people to get the job done. If there was something he did not know he studied to become more effective.

Mr. Hernandez and Ms. Lowman had philosophical differences yet got along quite well. His military background had shaped his personality and made him the driven person he was. He worked well with elected officials. He spent most of his time with the commissioner over the unincorporated areas. Though their interests were not always the same, they worked well together. He had the respect of the commissioners. Mr. Hernandez valued loyalty. His greatest strengths were diligence and following through. No matter how difficult a situation had become, he did what he needed to for the best interest of the community.

Laser focus was both strength and a weakness for Mr. Hernandez. In his current role as second in command, he did what he was asked without stepping back to see if there was another way. If he was the final decision maker, perhaps that would have been different. Unlike many managers, Mr. Hernandez did not have an aversion to staff meetings. He liked to speak with people face-to-face. He was more than capable of interacting via telephone and email, but he favored the personal approach when dealing with direct reports.

Mr. Hernandez was a great public speaker. He had a teaching background in the military. He interacted well with the public and dealt with residents often in the unincorporated area.

One task Mr. Hernandez was asked to take on was building the first amphitheater on the south side of the county. It was an overwhelming project with an unreasonable timeline and difficult budget. He did an outstanding job and followed it through to opening day.

There are certain people Ms. Lowman has worked with that she would hand pick to be on her team and Mr. Hernandez is one of them. She highly recommends hiring him.

Words or phrases used to describe Roberto Hernandez:

- Focused,
- Reliable,
- Diligent,
- You can trust him to do what he says,
- Professional and,
- Hard working.

Reference Notes

Roberto “Rob” Hernandez

Strengths: Diligence; follow through; loyalty.

Weaknesses: Laser focus, however he might step back if he were the manager.

Bill Durrence – former Alderman, City of Savannah, GA 912-247-8108

Mr. Durrence worked with Mr. Hernandez between 2016 and 2019. At the time, Mr. Durrence was in his first term as Alderman. Mr. Durrence was one of the Savannah City Councilmembers who hired Mr. Hernandez to be City Manager. Mr. Durrence was one of Mr. Hernandez’s directors.

Mr. Hernandez possessed an impressive and thorough understanding of the City. He had extensive knowledge from public works to finance. He was as open as possible with councilmembers. Even though working for nine directors made things complicated, Mr. Hernandez was exceptionally competent and provided numerous innovative ideas. He was good internally and developed good staff relationships. He accomplished tasks in a timely manner. He was highly skilled in running the City.

Mr. Hernandez offered many solutions to the City’s issues. He helped councilmembers understand the reason for the City’s problematic budget stresses. Although the City was a successful destination for tourism, very little of that money went to the City’s coffers. Certainly, some sales tax revenue came to the City, but most went to businesses involved with tourism. Mr. Hernandez clearly identified the City’s financial stress points.

As good as he was with finances, Mr. Hernandez struggled to maintain public posture as Savannah City Manager. First, he underappreciated the historical nature and character of the City that brought much community pride. Because historic landmarks and districts made the City different, many people expected solutions to be likewise unique. Local attitude often discouraged researching how other places solved similar problems. Mr. Hernandez’s approach to look at other cities’ solutions made people feel slighted. As such, he missed an opportunity to engage early and gain the public’s support. Second, he was generally more of a hands-on manager who seemed uncomfortable interacting in social management of a highly networked City. He was more comfortable rolling up his sleeves and working than being a public face for the City. Because he did not engage people to his side, he was less effective than he could have been.

Mr. Hernandez generally made good decisions. He also hired well for many top staff members, including the Fire Chief, Police Chief, and Human Resources Director. He often reached out to other senior staff when looking for personnel, and this collaborative approach was helpful. Some personnel he inherited were not highly qualified for their positions. At one point, Mr. Hernandez successfully moved senior personnel to fill vacancies. Prior to this major shuffle, staff members were scattered all over the City, causing much unnecessary work. He consolidated staff, thus making processes more efficient. Occasionally, Mr. Hernandez needed to be more disciplinary, but he eventually let a number of problematic people go. For example, he fired the Director of the Department of Revenue because she was simply unable to fix a particular issue, even after being given adequate time and resources.

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Roberto “Rob” Hernandez

Mr. Durrence is unaware of anything in Mr. Hernandez’s background or conduct that will concern a future employer. If given the opportunity, Mr. Durrence would rehire Mr. Hernandez. Being new to a large leadership position as Alderman, Mr. Durrence understands the learning curve Mr. Hernandez faced while being City Manager for the first time. Mr. Hernandez was a bright individual who experienced valuable lessons. He was a good Manager.

Words or phrases used to describe Rob Hernandez:

- Knowledgeable,
- Competent,
- Introvert,
- First rate manager,
- Innovative, and
- Open.

Strengths: Financial skills, extensive understanding of how to run a city, executive functioning.

Weaknesses: He did not fully appreciate the City of Savannah’s uniqueness and had a hard time connecting with the City’s people.

William “Bill” Hubbard – Chief Executive Officer, Savannah Area Chamber of Commerce, GA 912-657-9207

Mr. Hubbard and Mr. Hernandez interacted when Mr. Hernandez was the Savannah City Manager between 2016 and 2019. They have since messaged each other occasionally.

When Mr. Hernandez worked in the City, he communicated fairly regularly with Mr. Hubbard. Mr. Hernandez called and sent emails. He sometimes dropped by Mr. Hubbard’s office, and they typically saw each other weekly during city events.

Mr. Hernandez was a decent City Manager. Mr. Hernandez was a good, smart man. He was quite professional and thoughtful. He had good financial grounding. He built good staff around him and organized them well. He generally made good decisions. He also did a great job with reorganizing the city staff. At times, though, Mr. Hernandez made some poor staffing decisions. For example, he left an engineer in a developmental position a bit longer than others might have preferred. Additionally, he let go an assistant city manager by leaving a note on her chair. Although several elected officials asked him to let her go, this approach was unprofessional.

Mr. Hernandez faced difficulties integrating himself in the community. As a first time city manager, Mr. Hernandez was not accustomed to being one of the City’s key leaders. He wanted to ensure others did not accuse him of playing favorites. As such, he interacted with the philanthropic, nonprofit, church, and business communities on a purely business level. He experienced difficulty developing tough enough skin to deal with criticism. This weakness held him back and

Reference Notes

Roberto “Rob” Hernandez

undermined his ability to be effective. Despite his strengths as City Manager, his inability to fully participate in the community affected the public’s confidence in him. He needed to get to know these smaller communities better.

Mr. Hernandez was a good manager who oversaw processes behind a desk. He had great management skills and good knowledge of running a city. He thoroughly researched various solutions and made decisions effectively. For example, he led a team in providing a strategic plan in a fairly short time period. He worked with elected officials to agree to this plan.

Unfortunately, Mr. Hernandez had challenges working through the politics to implement the strategic plan. In one instance, Mr. Hernandez proposed a fire fee to help city finances. Around this time, the City had collected approximately \$10 million in revenue. While garnering public support for the fire fee, Mr. Hernandez was also especially transparent with this revenue. Because the public misunderstood how the revenue was not part of the City’s own earnings, people were particularly upset with the fee. Mr. Hernandez had admirable intentions to be transparent, but his timing cost him the fire fee concept.

Despite these challenges, he was always polite and diplomatic with people. Even when church groups angrily protested and wanted him fired, he kept going. He handled stress well for the most part and never showed a temper. Eventually, however, Mr. Hernandez and his wife left the City because they felt alone.

Mr. Hubbard is unaware of anything in Mr. Hernandez’s professional or personal conduct that will concern a future employer. Mr. Hernandez had been purely professional, honest, and transparent. Although Mr. Hubbard would not rehire Mr. Hernandez to be City Manager, Mr. Hubbard would consider Mr. Hernandez for an Assistant Manager position. Mr. Hernandez was strategic and smart. He would excel in the responsibilities expected of a Deputy Manager.

Words or phrases used to describe Rob Hernandez:

- Professional,
- Good guy,
- Quite thoughtful,
- Polite,
- Diplomatic, and
- Capable.

Strengths: Financial skills, building good staff.

Weaknesses: He was politically weak and often distant from constituents.

John Hearn – City Attorney, Coral Springs, FL 954-344-1011

Mr. Hearn has known Mr. Hernandez since 2011. In terms of job performance, Mr. Hernandez was very energetic and a go-getter. He really moved projects along and stayed on top of them. He was a change agent.

Reference Notes

Roberto “Rob” Hernandez

City Hall was in an office that was built by General Electric for selling homes. The City had been trying to build a City Hall since 1993. Mr. Hernandez really energized those involved, and the new City Hall was finally under construction.

Mr. Hernandez was always very involved in the community, and he attended community meetings. He had a very good relationship with the public. He was customer service oriented.

Mr. Hernandez led staff to fulfill the vision of the Board. Employees did not have much appetite for moving forward with the downtown development, which included the new City Hall. He took the bull by the horns and made a very detailed PowerPoint presentation showing all the issues that their current City Hall had. He demonstrated how having a vibrant downtown area would benefit the City and residents. He did a nice job leading the project.

Mr. Hearn was not directly involved with the budget and finances, but in the course of their conversations he came to believe that Mr. Hernandez had good financial skills. Mr. Hernandez completed tasks by the deadline given.

Mr. Hernandez had not been involved in anything personally or professionally controversial. He left Fulton County because his family wanted to return to Florida. When an opportunity opened up on Broward County, he embraced it. He moved forward when doing so made sense.

Mr. Hearn would hire Mr. Hernandez and had a positive experience working with him. Mr. Hernandez would be a good City or County Manager. The five Commissioners and City Manager in Coral Springs loved working with Mr. Hernandez.

Words or phrases used to describe Roberto Hernandez:

- Energetic,
- Outgoing,
- Positive,
- Change agent,
- Engaged, and
- Active.

Strengths: Energetic; very much wanted to make decisions; could shepherd a project from A to Z very well.

Weaknesses: People’s greatest strengths are often their greatest weaknesses. Because he moves projects along so well, Mr. Hearn had to slow him down a little and occasionally reminded Mr. Hernandez of a step that needed to be taken in the process.

Prepared by: Danielle Dayton and Lynelle Klein
Colin Baenziger & Associates

CB&A Internet Research

Internet – Newspaper Archives Searches
Roberto Hernandez
(Articles are in reverse chronological order)

WLRN News HD1 (FL)
February 21, 2020

Fort Lauderdale Officials Respond to \$1.8 Million State Fine for Sewage Spills

Author: *Alexander Gonzalez & Tom Hudson*

Pipes in Fort Lauderdale keep breaking--it's been an almost daily reality for many people living and working in the city. More than 200 million gallons of sewage have spilled from busted pipes in Fort Lauderdale since December. The state responded to the sewer spills this week. The Florida Department of Environmental Protection fined the city almost two million dollars. That amount is based in part on how much sewage has spilled. On the South Florida Roundup, host Tom Hudson talked about the issue with WLRN's Broward County reporter Caitie Switalski and Fort Lauderdale's deputy city manager **Rob Hernandez**.

Here's an excerpt of their conversation: Tom Hudson: What are the funding options if the city has to pay the state this \$1.8 million fine or any fine for that matter?

Rob Hernandez: Well, if we have to pay the fine, it's either going to have to come out of the Water and Sewer fund or the city's general fund. And again, we believe that \$1.8 million will best serve our local residents and our taxpayers by being reinvested into some of these projects rather than just going in and being deposited into a general fund at the state level. We're not being critical of the state. We understand that they were in the position where they felt that they had to take some sort of action. But we're hopeful that we'll be able to work something out that is slightly different than just the fine.

Caitie Switalski: When it comes to the punitive nature of the fine, \$1.4 million of the \$1.8 million is civil penalties based on how much sewage and how many days the sewage spill went on. I know the city is in the middle of weaning off trying to take money out of those funds [general or Water and Sewer funds] to balance the regular budget. That was a practice leftover from the last city administration. But if the city has to pay part of this fine out of those funds again, have you heard from any residents about that?

Hernandez: No, we haven't heard from any residents. And certainly I don't think it's going to change the practice. The city commission has made it abundantly clear that we were going to transition away from transferring funds from the Water and Sewer fund into the general fund. The city commission that's currently in office directed the city manager to transition us over a four-year period. They have since directed us to accelerate that transition. And that's something, going into next fiscal year, that we're certainly looking at. If there's an opportunity to return those funds at midyear this year, that's something that our city manager is looking at. But I don't think that the fine is going to derail us from making progress. And using your word, "weaning" ourselves off of that budget transfer. We're under clear direction that the funds that are generated by the Water and Sewer fund are going to go back into the necessary improvements that need to be made. And certainly we've been working in that direction for the last couple of years and we will continue to do so.

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Roberto Hernandez
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South Florida Sun Sentinel (FL)
July 23, 2019

Fort Lauderdale: Contractor Who Broke Water Main Wasn't Digging Where it told us

Author: *Larry Barszewski*

Fort Lauderdale never warned a contractor that a critical water line lay buried where workers planned to dig last week, a report shows, but city officials say that's because the contractor supplied the wrong address. The misinformation led to a failure that ultimately dried up the city's water supply and led to days of boil-water orders. Taps ran dry hours after the contractor drilled into the water supply line July 17. Countless businesses were forced to close, and more than 200,000 people were left without water to drink or shower. The contractor, Florida Communication Concepts, used a service called Sunshine 811 to find out whether there were underground utilities it had to watch out for while doing work for Florida Power & Light Co. The statewide utility service is authorized under Florida law and is the state's official resource for companies and individuals planning underground work.

The report shows Fort Lauderdale never told the contractor that the site in the back of 2525 NW 55th Court contained a 42-inch pipe that supplied raw water to the main water treatment plant. Instead, the city indicated that it didn't provide service there, according to the report from Sunshine 811. Deputy City Manager **Rob Hernandez** said the city's water line isn't on that property; it's 75 feet north. The digging was being done to the north and east of the requested location, he said. "It appears that where the contractor was digging is not where they indicated on the 811 ticket," **Hernandez** said. "Our investigation is still ongoing." The owner of Florida Communication Concepts, Tim Hicks, said he couldn't comment, and FPL has declined to answer reporters' questions.

Contractors contact Sunshine 811 to alert agencies about the work they plan to do and to find out whether there are pipes or underground facilities they need to avoid when digging. The service then alerts the utilities, which are supposed to inform the contractor whether they have lines in the area and mark them if they do. Florida Communication Concepts filed a ticket with Sunshine 811 on June 25 to install conduit in July for FPL near Fort Lauderdale Executive Airport, records show. Sunshine 811 notified Fort Lauderdale and nine other entities, based on maps they submitted to Sunshine 811 that indicated it was possible they could have equipment near the work site. Tamarac and Crown Castle Fiber responded that they had no facilities there. Oakland Park, Teco People's Gas of South Florida and CenturyLink said their lines were outside of the work site.

Others said they did have equipment in the area. Fort Lauderdale Executive Airport, Comcast Cable, AT&T and FPL indicated that they marked the locations of their lines for the contractor. Fort Lauderdale responded as well, but it used a code indicating that no city utilities were present at that excavation site. The code it used said "another company provides the services at this location." That code typically is used by utilities that do not have services at that exact location, according to Sunshine 811's online site. **Hernandez** said that's because the city doesn't have any water lines at the property address the contractor listed. He also said Florida Communication

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Concepts said on its Sunshine 811 form that it would not be doing boring, but that's how the city's pipe was pierced. Fort Lauderdale receives dozens of requests each day from Sunshine 811 for underground line information. Sunshine 811 sent the city 20,501 notices last year and 12,635 so far this year, the service reported. The requests go to the city's distribution and collections chief for its water and wastewater services. A city police report filed at the time the line was punctured said the company had used the line-locating service. However, it cited Florida Communication Concepts for not having a permit for the work, violating city codes. It issued the contractor a "Notice to Appear" citation. City officials said a date has not been set for a hearing. It's not clear whether a permit was needed. **Hernandez** said last week that FPL has a franchise agreement with the city that does not require the utility to get a permit every time it digs.

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Roberto Hernandez
(Articles are in reverse chronological order)

Post Gazette (PA)
July 19, 2019

Fort Lauderdale gets ‘Temporary Relief’ While Crews Repair a Water Main Break

Author: *Dakin Andone & Emanuella Grinberg*

Officials in Fort Lauderdale, Florida, said a temporary fix water has running again after a main break left an estimated 220,000 customers without service Thursday. Water is flowing below normal pressure and is expected to return to "near normal" sometime Thursday night, Mayor Dean Trantalis said in an evening news conference. A subcontractor repairing electric lines on Wednesday struck a pipe that supplies water to a treatment plant, cutting off the city's water supply. No major incidents were reported as a result of the outage, the mayor said. A partial patch was placed on the hole, increasing water pressure, Mr. Trantalis said. Those involved in the repairs are "confident" that the patch will provide "temporary relief" while crews work to redirect the water flow through a backup line and replace the broken pipe, he said.

The installation could take through the weekend, Mr. Trantalis said. While repairs are underway, a boil water advisory is in effect until and water distribution sites will stay open until at least Saturday, Mr. Trantalis said. With repairs underway, he said the city's focus will shift to investigating the cause and seeking compensation for not only the city but hotels, restaurants and other businesses impacted by the service outage. "This was not just a minor incident, this impacted many hundreds of thousands of hundreds of people," Mr. Trantalis said. "It was clearly haphazard," he said. "It's clearly something that we're going to seek retribution for."

What the city is doing to fix the pipe

On Wednesday, a subcontractor working near the city's Executive Airport for Florida Power & Light damaged a 42-inch city pipe that supplies water from wellfields to the Fiveash Water Treatment Plant, the mayor said. The service outage impacted the city and surrounding municipalities that receive water through the city, including Lauderdale-by-the-Sea, Oakland Park, Wilton Manors and sections of Davie and Tamarac. An estimated 220,000 customers were impacted, Deputy City Manager **Rob Hernandez**. Crews are now building a concrete bunker around the broken pipe to seal the break and protect the pipe, Mr. Trantalis said. The bunker should be completed by 10 p.m. ET and the Fiveash Water Treatment Plant should be back to full and normal operation, he said. The temporary fix will give crews time to redirect the water flow through a backup line, Mr. Trantalis said. Once the backup line is in place, a replacement pipe for the primary main will be installed, likely over the course of the weekend, the mayor said.

Cause of outage under investigation

Earlier Thursday, Mr. Trantalis said crews responded immediately, but as they were working, the damaged pipe collapsed, forcing the city to turn off the water flow. During Thursday night's news conference, he suggested the subcontractor bore the brunt of the blame for "something they should not have done." The subcontractor has been cited and an enforcement action has been launched, the mayor said, although he was unable to identify the specific citation. When initially asked if there was anything the city could have done better, the mayor responded "no," then

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added, "Yes -- we could have foreseen this but you can't foresee these types of things." Later in the press conference, the mayor maintained the incident an "accident" caused by "human error," but he also acknowledged that it put a spotlight on the city's redundancy systems.

Deputy City Manager **Rob Hernandez** said "difficulty" with at least one valve that was supposed to redirect water to the redundant system, leaving them unable to isolate the damaged section of pipe. "What [this] pointed out to us is that we need to pay more attention to our infrastructure needs and that we need to go back and make sure that these redundancies systems do work when they're supposed to work." Residents in need of bottled water can find it at the Beach Community Center on 33rd Avenue, Mills Pond Park on Northwest 9th Avenue and Riverland Park on Southwest 27th Avenue.

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SavannahNow

Posted May 26, 2019 at 8:18 PM Updated May 27, 2019 at 12:29 AM

Savannah’s city manager out on medical leave

By DeAnn Komanecky and Eric Curl

Savannah City Manager **Rob Hernandez** is out on medical leave, with Patrick Monahan now serving as acting city manager. **Hernandez** tendered his resignation on April 12 with a last work day date of June 30. Whether **Hernandez**’s medical leave will change when he leaves his post is not known. City spokesperson Ken Slats said no other details are currently available. Monahan, a former Chatham County assistant manager, was hired in April as a consultant to work with **Hernandez**, starting in May. Monahan retired from the county in 2013 and has said he would only take the interim position temporarily, but is willing to stay long enough after this fall’s election for the new city council to hire the long-term manager next year. He will be paid \$20,000 a month for up to 12 months, under the agreement.

Hernandez’s resignation came after news broke of his pending departure for a job as deputy city manager of Fort Lauderdale, Florida. **Hernandez** declined interview requests regarding his resignation, but said in a subsequent press release that he and his wife decided to go back to south Florida to help their siblings care for their elderly mothers. He indicated there was more to the decision than just family reasons, however, in correspondence obtained by the Savannah Morning News. **Hernandez** said he intended to stay away from city manager positions for a while after being asked about his plans by Lake Wales, Florida, City Manager Kenneth Fields. “The last three years here have been tough as a (city manager),” **Hernandez** said. He responded in a similar manner to an April 12 email from Chatham County Engineer Leon Davenport. “Tough town,” **Hernandez** said. “Going back to Fort Lauderdale.”

The city council hired **Hernandez** as city manager Sept. 1, 2016, with a \$238,000 salary and \$600 monthly vehicle allowance, as well as a \$7,000 annual 457 retirement plan. After his arrival, **Hernandez** led the city through a major restructuring and successful development of a strategic plan. The city has also experienced two years of budget surpluses after **Hernandez** had implemented a hiring freeze and budget cuts. His impact was praised by some of his executive team following word of his departure.

City Management Coordinator Joe Shearouse Jr. wrote in response to his resignation notice that he thought a lot about the accomplishments **Hernandez** had made in Savannah. “Your impact on people is extensive and much more influential than a project or initiative,” Shearouse said. “Your openness and eagerness to provide us opportunities to grow and learn is lasting and far reaching.” Special Projects Coordinator Daphne Williams said in an email that it may be a long time before they get someone else comparable. “Our team was on fire,” Williams said.

Hernandez also experienced his share of criticism, which began shortly after his arrival when he proposed cuts, which were ultimately restored, to arts organizations and social programs. And he was widely panned by residents following the implementation of a fee for fire service.

Hernandez had touted as a way to get all property owners — including those that are tax-exempt

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— to contribute to the rising costs of providing fire protection. Public indignation only grew when **Hernandez** presented the council with a spending plan for a budget surplus from 2017 of more than \$10 million about five months after the fee was adopted. The fee was ultimately repealed, but **Hernandez** later attributed some subsequent job searches to the widespread opposition he encountered following its implementation.

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Roberto Hernandez
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Savannah Morning News (GA)
April 29, 2019

Savannah Could Get More Affordable Housing Under These Proposed City Programs

Author: *Eric Curl*

About 44 percent of Savannah families cannot afford quality housing, according to city officials. In other words, almost 24,000 local households are cost burdened because they spend 30 percent or more of their income on housing, said Housing and Neighborhood Services Director Martin Fretty. To address the issue, the city is considering some new affordable housing initiatives that were presented to the Savannah City Council during a workshop Thursday. The initiatives include a \$20 million investment to acquire, redevelop and sell 1,000 blighted properties over a 10-year period. The investment would provide more affordable housing, while also reducing the number of abandoned properties that cost the city an average about \$1,300 a year each in lost tax revenue and expenses related to police, fire and code enforcement services, Fretty said. The city is hoping to get \$10 million for the acquisition program included on the Special Purpose Local Option Sales Tax referendum going before voters this fall. The eventual sale of the properties would go back into a revolving fund and help drive down costs for future investments, Fretty said. "After a couple of years you ought to be able to recover, we think, 80 percent of what we invested in the properties to acquire them," he said. The city is expected to meet with Chatham County officials next month to discuss the SPLOST project list and determine Savannah's distribution share of the sales-tax revenue. Savannah affordable housing presentation by savannahnow.com on Scribd. Inclusionary zoning. The city is also contemplating the implementation of an inclusionary zoning policy, similar to one established in Atlanta last year. The policy would require developers of apartment projects to include a certain percentage of affordable units or pay a one-time fee into a city housing fund. In turn, the developer could select from a list of incentives that could allow for more units, reduced parking requirements and a streamlined permitting process. In Atlanta the program applies to areas where the city is experiencing the pressures of redevelopment, said Bridget Lidy, Savannah's director of planning and urban design. In Savannah, the Canal District, where the new arena is being built west of downtown, provides an opportunity for the program's launch, Lidy said. "It's ripe for this," she said. The proposal received general support from the council, although it is still early in the process. Lidy was encouraged to set up a meeting with Atlanta officials, who she said have expressed interest in helping Savannah establish their own initiative.

And City Manager **Rob Hernandez** said he thought the city would likely need to hire an outside consultant before they could develop an inclusionary zoning policy. "I think we need to bring in the resources from other communities that have gone through that process," **Hernandez** said. "We haven't and there is a lot of stakeholder involvement and a lot of legalities involved." In the meantime, the city has developed some proposed standards to reduce development costs and increase the amount of affordable housing, including the reduction of the minimum lot size and parking requirements in traditional neighborhoods. In addition, the city's proposed new zoning ordinance, NewZo, provides more flexibility for constructing accessory dwelling units, with no more than one bedroom, in some areas. City officials are planning for the new ordinance to be adopted in July after public hearings are held in June.

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Roberto Hernandez
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Savannah Morning News (GA)
April 13, 2019

Hernandez Formally Resigns Post

Author: *Savannah Morning News*

Savannah City Manager **Rob Hernandez** formally submitted his resignation letter Friday morning. "Such letters are never easy to write and I hope it conveys my appreciation to all of you and our great staff, especially those that sit around the table with me each Monday," **Hernandez** wrote in an email to the city council and city staff. "I know that I've made some mistakes along the way as I am far from perfect. Please know that I have always attempted to do what is in the best interest of the city in the long term, and endeavored to create a culture of fairness, professionalism, integrity, inclusion, diversity, opportunity and ingenuity. I'm fortunate to have been surrounded by a team of good people. I'm grateful to have known you. Together, we've gotten a lot done since October 11, 2016. I hope that I have served all of you well," he wrote. "Thank you for the opportunity to serve as your city manager."

Fort Lauderdale City Manager Chris Lagerbloom informed the Savannah Morning News on Thursday that **Hernandez** will be joining the city as deputy city manager later this summer. In a formal resignation letter addressed to the mayor and alderman, **Hernandez** touted the team's accomplishments, from upgrading the city's bond rating to launching the design of the new arena. "I have been honored with the privilege of serving as Savannah's eighth city manager since adoption of the council-manager form of government in 1951. I joined the City on the heels of Hurricane Matthew on October 11, 2016, and since then we've weathered literal and figurative storms and overcame numerous obstacles in providing exceptional municipal services," **Hernandez** wrote. "We accomplished much during this time while simultaneously creating an organizational spirit focused on one simple concept: Forward. Forward is a fanatical passion for momentum, progress and achievement. It is an obsession with what is possible rather than the status quo. It is the driver behind our biggest accomplishment - SAVANNAH FORWARD, our guide to strategic policy-making and investments through 2025."

Hernandez said in a press statement issued later that he and his wife decided to go back to south Florida to help their siblings care for their elderly mothers. His resignation is effective June 30. Savannah Mayor Eddie DeLoach has recommended that former assistant Chatham County Manager Pat Monahan serve as interim city manager, but he is awaiting support for that decision from the rest of the city council. A special meeting has been called for 6 p.m. Monday in the Media Room on the second floor of City Hall for the council to consider an interim city manager. The next city manager is not expected to be hired until after the new city council is sworn in next year following this fall's election.

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Roberto Hernandez
(Articles are in reverse chronological order)

Savannah Morning News (GA)
January 9, 2019

Savannah City Manager Rob Hernandez: Government Leadership Backs Savannah Fire Department

Author: *Rob Hernandez*

There has been much discussion in recent days about staffing levels within Savannah's Fire Department. I would like to take this opportunity to address misinformation circulating in social and regular media outlets.

First, what the city government has not done:

- We have not closed any fire stations.
- We have not laid off any fire personnel.
- We have not left any neighborhood in Savannah unprotected.
- We have not taken steps that will delay Savannah Fire's response time to an emergency.

What we have done is eliminate vacant positions in Savannah Fire over the past two years. To put those reductions in context, I would like to take you back to 2014. For the first time that year, Savannah Fire was granted an ISO Class 1 rating — an insurance classification that evaluates a community's fire operations and water infrastructure. Less than 1 percent of fire departments in the nation are rated Class 1. The following year, in 2015, Savannah received a three-year, \$3.5 million FEMA grant designed to increase staffing levels in Savannah Fire. We did just that. In 2015, we added 15 firefighter positions. In 2016, we added another 15 firefighter positions. And in 2017, we grew by 10 more firefighter positions. Add it all up and over a three-year period we added 40 new firefighters to our payroll — a 12.6 percent staffing increase. At 366 total positions, including 341 firefighters, this was the highest staffing level in Savannah Fire's history.

That grant ended in 2017, and with it we faced a difficult decision: Do we ask Savannah taxpayers to continue funding this increased staffing level, or do we make reductions? We were facing flat revenues that year, and direction from city council to continue making investments in the police department. To balance the 2018 budget, we eliminated 45 vacant positions across the city government organization, including 18 within Savannah Fire. Council directed that those cuts come from Engine 16/Marine 1 — a specialized unit that operates the fire boat and a backup pumper truck at fire department headquarters on Oglethorpe Avenue. That same budget authorized a permanent funding solution for fire operations: the fire fee. That fee was rejected over the summer, and during months of public discussion we heard repeatedly from property owners that they preferred a smaller fire department over paying a new fee to fund fire services.

We contracted with the University of Georgia Carl Vinson Institute of Government to analyze Savannah Fire operations and make recommendations on better use of resources. I expect those recommendations within the month, but preliminary discussions with the report authors identified options for increased efficiency and reducing costs. The 2019 budget was balanced with the elimination of another 15 vacant positions. The UGA recommendations will drive where

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those reductions are made. It is important to note that even with the elimination of these 33 vacancies over the past two years, Savannah still has seven more firefighter positions today than we did in 2014, when we received our ISO-1 rating. And we are still well-staffed compared with communities our size; Charleston, for instance, has one fewer firefighter position than Savannah, and 24 percent more territory to cover.

As a resident or business owner in this city, you are served not just by the fire station located in your neighborhood, but a fire protection system consisting of 15 stations and 22 emergency response vehicles. The city government also maintains agreements with our adjacent cities, which provide us access to more than 20 other fire stations, firefighters, and equipment should they be needed in the unlikely event all of our resources are unavailable. No area of the city will ever be left without a response to a fire. We are fortunate to have one of the best fire departments in the nation. Savannah Fire will continue to be, even with these adjustments.

Rob Hernandez is Savannah's city government manager.

WTOC 11

April 9, 2019 at 11:21 PM EDT - Updated April 11 at 10:36 AM

City of Fort Lauderdale extends offer to Savannah city manager

By Sean Evans

SAVANNAH, GA (WTOC) - Several sources have confirmed that Savannah City Manager **Rob Hernandez** is leaving his job. "The city is losing a very smart and talented individual," Savannah Alderman John Hall said. "I wish Mr. **Hernandez** the best wherever he goes. Our loss is another city's gain." **Hernandez** said that he has not officially tendered his resignation or discussed this with all of city council as a group. He said he will not release a statement until he felt it was the appropriate time. We've reached out to the mayor's office and the city spokesperson for comment.

Hernandez came to Savannah from Broward County, FL in 2016. "He inherited a virtual mess. Remember, he came in in the middle of a hurricane. The first hurricane we'd had in what, 27 years," said District 4 Alderman, Julian Miller. In addition to dealing with the aftermath of Hurricane Matthew, **Hernandez** was tasked with completing a budget and coming up with a blueprint that would carry Savannah years into the future. "He has come up with the city's first strategic plan and gotten it going. He has refined our logo so we have the same logo everywhere. There's an awful lot he has done, most of which the public will never see," Alderman Miller said. Several things spear-headed by **Hernandez** have been very public, like re-establishing a Savannah Police Department after the de-merger with the county, the search for a new police chief, and the fire fee proposal.

Less than a year after the fire fee proposal was dropped by city council after public backlash, **Hernandez** referenced it in a moment of levity during his speech at a firefighter award ceremony Wednesday afternoon. "Believe it or not, the city actually imposed a fire fee way back in the early 1800's to provide fire protection services to all property owners of the city. I wish I would've known that a year-and-a-half ago. That could have helped us sell what we were trying to do a little easier to those that were opposed to what we were trying to do," he said.

If **Hernandez** is in fact out the door like sources tell us, city leaders know they need a similar leader to take the helm. "When you run a city, there are so many moving wheels and so many gears going in different directions. There's always going to be hundreds of things that have to be addressed. That's why it's going to take someone who really knows what they're doing to pick up the mantle and go forward," Miller said.

Hernandez's previous attempts to change jobs have been publicized. In August of 2018, it was announced that **Hernandez** did not get a county administrator position in Pinellas County, FL. The city of Savannah confirmed he was a finalist for the position. **Hernandez** was also on the shortlist for a city manager position in Brownsville, TX. At the time, **Hernandez** said he wasn't sure if the Savannah community wanted to work with him. "Criticism of government is healthy and important, and comes with the territory," he said in a statement in August of 2018. "I don't take it personally, even if some of the attacks on me have been very personal. What I do want is

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to work in a community that wants to work with me. I am not sure that is currently the case. Amid a sustained level of criticism and uncertainty, I have considered opportunities outside Savannah. While I have no desire to leave, I did feel it was a prudent move for me and my family.” **Hernandez** was a key architect of a proposed fire fee in Savannah that drew the ire of many in the city. The city council withdrew the fee from consideration after a tortured fine-tuning process. The mayor proposed to halve the fee weeks before it was withdrawn.

Chaz Adams with the city’s strategic communications office says **Hernandez** has received an offer as Deputy City Manager for the City of Fort Lauderdale Florida. “The City of Fort Lauderdale has extended an offer to Roberto “Rob” **Hernandez** for the position of Deputy City Manager. The offer is contingent upon approval from the Fort Lauderdale City Commission. The commission plans to consider the item at their next meeting, which will take place on Tuesday, April 16,” Adams said. City council will hold its regularly scheduled meeting on Thursday. We’ll be following this closely to see if anything is announced regarding a resignation, as well as what’s next if the Savannah city manager position becomes vacant.

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Roberto Hernandez
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Savannah Morning News (GA)
December 20, 2018

Savannah City Council Oks \$1M Fire Station Sale Despite Buyer's History of Code Violations

Author: *Eric Curl*

The Savannah City Council on Thursday approved the sale of a former fire station, despite the buyer's history of being cited for code and maintenance violations at multiple properties throughout downtown. The \$1.05 million sale to Inman Park Properties came after three proposals were submitted to the city and evaluated by a five-person staff committee. Inman received the highest score after proposing to preserve and restore the 72-year-old building at 6 W. Henry St. for use as a cafe and office space. Rajesh Patel had proposed paying \$525,000 for the property, while Lynch Associates Architects offered \$455,000. The sale was quickly approved without discussion by the city council, with the exception of Alderman Bill Durrence, who had stepped out of the chambers to speak with someone who was leaving.

Durrence, who represents the area where the building is located, said he probably would have voted for the sale also. It was his understanding that most of the property maintenance issues have been addressed and he was hoping to see something done with the building, Durrence said. "The bottom line for me is that it didn't matter how I voted because the majority of council made up their mind that for that price point, they were going to sell it," he said. Inman's proposal is expected to activate the "somewhat stagnant" block and generate 75 full-time jobs in the neighborhood, according to the developer's proposal. Inman reported that construction was expected to begin 120 days after closing and take one year to complete.

Staff had delayed consideration of the sale in October following inquiries from the Savannah Morning News into the buyer's past code and property maintenance issues. From 2012 through 2016, the city instigated 16 Chatham County Recorder's Court cases against Inman's owner, Jeff Notrica, for 14 downtown properties. Charges related to overgrown vegetation, maintaining a clean and sanitary property, safety, defacement of property, accumulation of garbage, and an unsafe building. The pending sale comes after the approved sale this year of multiple downtown city properties. City Manager **Rob Hernandez** has touted the sales as a way to return outdated properties to the tax rolls and raise revenue for the construction of a new municipal center west of the Historic District, where the city is building a new arena.

However, **Hernandez** said during an interview Tuesday that the sales revenue may instead go toward construction of the arena. The amount of current voter-approved Special Purpose Local Option Sales Tax is expected to raise \$120 million, while about \$22 million was raised during previous tax periods. Still, the city expects to need an additional \$20 million to \$40 million to cover the estimated \$140 million to \$160 million costs of the arena's construction, as well as relocating public works from the arena site and building a new complex for that department, **Hernandez** said. The city does not plan on adding the arena to the next SPLOST referendum going before voters this fall, he said.

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Roberto Hernandez
(Articles are in reverse chronological order)

Savannah Morning News (GA)
November 16, 2018

Savannah Proposing Slight Property Tax Cut, Employee Wage Hike

Author: *Eric Curl*

The owner of a home valued at \$100,000 will save about \$8 a year under a proposal to reduce the property tax rate in 2019, according to city estimates. The reduction from 13.40 mills to 13.20 mills was requested by the Savannah City Council on Friday, the second day of a two-day budget retreat, after staff had initially proposed retaining the existing rate. Alderman Brian Foster advocated for the reduction to provide some relief to taxpayers after the rate was increased from 12.48 mills this year following the elimination of the widely opposed fire fee. "It's a start," Foster said. The council also directed staff to incorporate a 3.5 percent wage increase for employees next year. The proposed increase was agreed to as a compromise after Alderman Van Johnson had initially sought to bump staff's recommended 3 percent wage increase to 4 percent. "The fight for the best and the brightest is real and people ultimately go where they will be paid," Johnson said.

To maintain a balanced budget, while accommodating the council's wishes, staff said they increased their "conservative" projections for property tax revenue growth next year from 3 percent to 4 percent. In addition, staff plans to cut another \$1 million from the proposed budget to cover the remaining costs, said City Manager **Rob Hernandez**. The 2019 budget is expected to be presented to the city council for adoption next month. Since **Hernandez** arrived in late 2016, he has touted the need to address what he described as a structural imbalance resulting from expenses exceeding revenue. The fire fee adopted this year was an attempt to address that imbalance, but the council voted to repeal that new revenue source after facing widespread opposition from property owners.

Hernandez said he believes the city has made progress, but noted the concerns raised by the council during the retreat that funding was lacking for infrastructure and service improvements. "We're still imbalanced in that this budget is not able to adequately address those needs," he said. "We are addressing them, but the need really outstrips our ability to fund them." The next Special Purpose Local Option Sales Tax, which goes before voters next fall, has been touted by the council and staff as a way to fund needed infrastructure improvements, but **Hernandez** said the city cannot rely on the tax to resolve the issue. The city will also be looking at more models to fund municipal services, including a potential stormwater fee to cover the cost of drainage projects, **Hernandez** said. In July 2017, the city council unanimously approved a \$49,651 contract with Atlanta-based Stantec Consulting Services to study the feasibility of such a fee and how it would be implemented, but the study's findings have never been presented. "We continue to look at that and we will be bringing that back to City Council at the appropriate time," **Hernandez** said.

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Roberto Hernandez
(Articles are in reverse chronological order)

Savannah Morning News (GA)
August 31, 2018

\$3.9M Mistake Mucks Up Arena Contract

Author: *Eric Curl*

The Savannah City Council on Thursday delayed by two weeks consideration of an \$11.2 million contract with AECOM Hunt to manage the construction of the new \$140 million arena, after learning the contract amount is actually about \$3.9 million more than city staff had initially reported. The vote for the delay came after staff explained during the morning workshop that a misreading of the fee proposal had led staff to initially report that the contract was \$7.3 million - the amount that was on the meeting agenda until Wednesday. The originally reported amount should have been a red flag since it was so much lower than the amounts submitted by the other two finalists for the contract, said Alderman Bill Durrence. Turner Construction had proposed serving as construction manager at a cost of about \$13.6 million, while JE Dunn's proposed cost amounted to almost \$12.7 million. "I'm very nervous," Durrence said. "I never spent \$140 million before." Pete Shonka, executive director of arena development, said that AECOM Hunt still had the lowest price and highest evaluation score after the error was corrected.

City Manager **Rob Hernandez** also said he felt confident in moving forward with the recommended contractor after determining the company had followed the process correctly, while acknowledging the error should not have occurred in the first place. "That reflects poorly on me and I apologize," **Hernandez** said. "We will double down to prevent circumstances like this in the future." Council members said they wanted more time to see how the error occurred before taking a vote. "The severity of it should not be lost," said Alderman Julian Miller. "We are going to be doing an awful lot of contracts and we need to have confidence on that." Walter Murphy, vice president at JE Dunn, had also spoken out against the contract being awarded to AECOM during the meeting and had informed the council that he had notified the city manager of the issue. "We were told it was a scrivener's error," Murphy said "I don't think so. I think the bid was non-responsive."

In other council news, city council approved the \$14 million sale of two downtown buildings. Mayor Eddie DeLoach joined Aldermen Carol Bell, Durrence, Brian Foster, John Hall and Miller in approving the sale of the historic Gamble Building next to City Hall for \$8.5 million, while Aldermen Van Johnson, Estella Shabazz and Tony Thomas cast the opposing votes. The buyer, Foram Development, plans to convert the building into a condo complex with rooftop gardens. Staff had recommended the sale as a way to rid itself of a building that requires extensive repairs and generate ongoing revenue by putting it back on the tax rolls. But Thomas said he disagreed with staff's assertion that the historic building was not adequate for city use. "I'm a little bit more of a sentimentalist," he said. "I believe the city is giving up its imprint on the riverfront."

The vote was similarly split with the council's approval of the sale of the former Catholic Diocese building at East Broad and Liberty streets for \$5.9 million to Standard Companies, which plans to develop the property as an apartment complex with commercial space. Johnson

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(Articles are in reverse chronological order)

said he was afraid residents were being priced out of living in the city. "This was in my mind a wonderful opportunity to provide affordable and workforce housing for people to live downtown," he said. The approved sales come two weeks after the city council's vote to sell the Broughton Municipal Building to Columbia Ventures for \$4.5 million. The buyer intends to convert the mid-century building into a hotel with retail on the ground level. And in April 2017 the council approved the \$5 million sale of a 1.2 acre lot on Oglethorpe Avenue, where a developer plans to construct a mixed-use residential complex.

Hernandez said the funding from the sales is being invested into a reserve account for a modern municipal center he is considering building west of downtown near the arena to consolidate city departments. The total costs of that project, which would include a public safety complex, have not been determined, **Hernandez** said. "We still have a lot of work to do on that," he said. "We still have to flesh that concept out with city council." In the meantime, the city has been relocating staff into 36,538 square feet of leased office space on Chatham Parkway at an annual cost of about \$785,000.

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Roberto Hernandez
(Articles are in reverse chronological order)

Savannah Morning News (GA)
July 11, 2018

City: Funding Problems not Over
Savannah May be Facing Tough Budget Process for 2019, Hernandez Warns
Author: *Eric Curl*

The recent repeal of the controversial fire fee may have been welcomed by property owners concerned about the additional expense, but city officials are not breathing easy as they look toward Savannah's financial future. With the elimination of the dedicated fee, which would have freed up millions in general funds, the city may be facing a difficult budget process for 2019, according to City Manager **Rob Hernandez**. **Hernandez** warned the Savannah City Council last week that their plan to increase the property tax rate by 0.92 mills, or 7.4 percent, will not resolve long-standing financial challenges that the fee was meant to help address. Almost a third of city parcels pay little or no property taxes due to being exempt or having low value, and tax digest growth has not kept pace with expenses, **Hernandez** said. "I don't want anyone leaving here today with a rosy picture of 2019's budget process," he said. "We are structurally imbalanced."

The mayor and aldermen are expected to adopt the tax increase on July 19 to restore almost \$10 million of the \$16.5 million in revenue lost with the elimination of the fire fee. The city also implemented a hiring freeze and cut expenses, including \$1 million Mayor Eddie DeLoach had sought for an early childhood learning center being planned by the Savannah-Chatham School Board. With the proposed tax increase, the city will be able to preserve funding for some priorities that included software upgrades, enhanced right of way maintenance, Waters Avenue streetscape improvements, increased city reserves, and the Savannah Shines neighborhood revitalization initiative that has already begun in Edgemere/Sackville, said Alderman Julian Miller. "I'm not sure if everyone understands how deplorable the city's computer system is," Miller said. "We're still running programs that most people have abandoned 20 years ago."

Alderman Brian Foster said the city will also maintain the full staffing levels of the police department after adding more than 120 officers to patrol the city following the department's split with Chatham County in February. "We are fully staffed and have been for a while in the first time in over a decade," Foster said. "That's what the public asked for and we have successfully done that." Savannah's property tax rate has been decreased or remained the same every year since 1994, aside from a six-month half-mill increase in 2010 that was dropped back to the previous rate the following year. The current rate of 12.48 mills has been in place since 2013. For the owner of a home with a fair market value of \$150,000, the proposed increase amounts to \$55.20 annually or \$4.60 per month.

Alderman Tony Thomas said that every effort would be made to reduce the rate in 2019, but **Hernandez** responded by casting doubt on that scenario. "I don't know at this point in time because it's still too early in the process for FY19 to determine, in fact, whether we are going to have a smooth budget process or we're going to have a rocky budget process like we've had the last couple years," **Hernandez** said. "So please do not leave here today thinking that budget

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Roberto Hernandez
(Articles are in reverse chronological order)

process for FY19 is going to be a smooth one because I can't guarantee that." Savannah Alderman Van Johnson suggested that the city meet with residents before the budgeting process begins to reconcile what they want and what the city can afford. "We have a region that takes advantage of many of the services that we provide that they do not pay for," Johnson said. "So I think part of this discussion is educating individuals that we can give everybody what they want, but there is a cost to it." **Hernandez** said that the city's budget director, Melissa Carter, has already proposed holding several citizen engagement panels to walk residents through the budget process, "allowing them to see how difficult it is to put together a \$400 million budget for an enterprise the size of the city of Savannah." The council will hold two additional hearings at 9:45 a.m. and 2 p.m. July 19 before making a final vote on the tax rate increase.

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Roberto Hernandez
(Articles are in reverse chronological order)

Savannah Morning News (GA)
June 8, 2018

City to Consider \$11M in Cuts
Council Approves Adding Sunday ‘Brunch Bill’ to November Ballot
Author: *Eric Curl*

With less than six months left to go, City Manager **Rob Hernandez** has been charged with cutting more than \$11 million from this year's budget. On Thursday, the Savannah City Council directed **Hernandez** to figure out over the next week what cuts can be made to make up for the anticipated loss in revenue, as the mayor and aldermen prepare to reduce the controversial fire fee by more than half in the face of widespread opposition. "We're just asking the city manager to go back and modify the numbers and bring us something forward that people can feel better about," said Mayor Eddie DeLoach. As proposed by the council, a property tax increase is not an option and the city would retain the one mill tax rate decrease that was approved in conjunction with the fire fee as part of the 2018 budget. The council's vote came after DeLoach announced on Wednesday a proposal to reduce the fee by 53 percent, which would bring the fee to \$120 for residential properties. The city is also offering discounts of up to 20 percent until June 15, which would bring the total to \$96. Mayor Pro Tem Carol Bell also suggested that **Hernandez** present an alternative option to cover the costs of eliminating the fire fee entirely. "As a council, let us determine if that's the way we want to go," Bell said. Previous attempts last month by Aldermen Van Johnson, Estella Shabazz and Tony Thomas to repeal or lower the fee were voted down by the remaining members of the city council during deliberations on how to spend \$10 million surplus from last year. On Thursday, Thomas said he was staunchly opposed to the fire fee, but was concerned the council was being unfair to **Hernandez** by not making the \$11 million reduction request when the surplus was presented. "I don't know if the city manager has truly analyzed that plan to see if he could reach that number," Thomas said. "And I don't know either what other options are completely out there." The surplus spending plan, which left the full fire fee intact, included funding to pay off the purchase of the Coastal Empire Fair site; complete the Cultural Arts Center; install computer security upgrades following a malware attack; fund a staff compensation study; and assist the Savannah-Chatham School Board in establishing an early learning center touted by DeLoach as an anti-poverty initiative.

Hernandez said Thursday he did not recommend using the surplus funds to make up fire fee cuts because the savings and unexpected revenue from 2017 were going toward one-time expenses and that the fire fee was meant to free up general funds for ongoing operational costs. "It would come back to bite us at some point in the future," he said. The proposed budget cuts are expected to be presented for the council's consideration during a budget workshop June 18. The tax rate has to be formally adopted by the end of the month and the council is expected to vote on the revised budget at their meeting June 21. Prior to the regular meeting, the council got a briefing on a hardship program the city is developing for low-income property owners who are unable to afford the fee. The city is now seeking a nonprofit social service provider to administer the program so applicants can also have an opportunity to get assistance with additional needs, said Tafanye Young, Chief Community Services Officer. "We're hoping that people will take advantage of this and see rewards beyond just the fire fee being waived," Young said.

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Roberto Hernandez
(Articles are in reverse chronological order)

Savannah Morning News (GA)
April 12, 2018

The Sense in the City's Spare Cents

Author: *Eric Curl*

Savannah had a better year, financially, than expected, according to city officials. Now, the city is planning on providing \$2 million in funding needed to complete the new Cultural Arts Center, paying for security upgrades following a recent computer malware attack, and covering the full costs of a 3-percent performance-based pay increases for employees, after recently closing out the 2017 budget with a \$10 million surplus. The surplus stemmed from a combination of about \$5.2 million in revenue coming in higher than anticipated, in addition to expenses coming in about \$4.7 million below budgeted amounts after the city implemented a hiring freeze last year, said City Manager **Rob Hernandez**.

Most of the growth was from elastic revenues, such as lodging and sales taxes, that expand and contract with strength of economy, **Hernandez** said. "We have a general idea how the economy is going to perform but it's a guess and science at the same time," he said. "So in 2018 our budgeting numbers are a bit more optimistic than they were when we put together the '17 budget, but something could happen tomorrow." The funding plan going before the Savannah City Council Thursday will also increase reserve funds, pay a debt owed for purchasing the Coastal Empire Fairgrounds site, and cover costs associated with converting a section of Montgomery Street for two-way traffic. In addition, staff is recommending that the revenue go towards staff relocation costs related to the planned sale of two downtown buildings and a compensation study to address pay inequities.

"We also did a reorganization this year and created new job titles," **Hernandez** said. "We think we slotted them in the right place, but it's time that we do a real in-depth review of our pay and compensation practices." Almost 100 positions were eliminated as part of the reorganization, with about 40 of them vacant, but dozens of new positions were added and impacted employees were given the opportunity to apply for the jobs. Seven employees ended up not being placed either because there was nothing available or they did not accept the position offered, according to city officials. And after the city council voted to add 24 new positions to the police department this year, there ended up being a total net reduction of one position.

Hernandez said the surplus does not negate the need for the city's new fire services fee, which was implemented to correct a structural imbalance the city has faced for years. "If we didn't have the hiring freeze and agencies spent every dime we got budgeted, we would have only \$5.2 million in extra revenue," he said. "The fire fee provides us an opportunity to take \$21 million of pressure off of the general fund." The city council recently approved an ordinance that offers up to a 20 percent discount on the fee for installing safety equipment, developing emergency plans and participating in fire training programs. Property have between April 15 and June 1 to apply for the reduction before bills are sent out in the fall.

Meanwhile, the city also plans to spend about \$500,000 on new technology and services to boost

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security measures after a malware attack discovered in February impacted some city services. The malware appears to have been eliminated, but the city is still not accepting email attachments as a precaution, said city spokesperson Michelle Gavin. "We think that we've gotten it," Gavin said. "We've taken all the measures to wipe computers and have taken some extreme measures, but it's an ongoing thing."

Proposed surplus expenditures

Transfer to Reserves/General Fund Balance: \$2.5 million
Performance-based 1-percent employee pay increase: \$600,000
Cultural Arts Center Overrun: \$2 million
Montgomery Street redirection project: \$1 million
MPO agreement amendment: \$200,000
Revenue dept. relocation: \$500,000
Fairgrounds - Pay off Debt Service: \$1.4 million
IT/Malware Equipment Recovery: \$500,000
Relocation Contingency: \$100,000
Compensation study: \$300,000
Facility repairs and improvements: \$800,000
Rental of backhoe - Cemeteries: \$100,000
Total: \$10 million

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Roberto Hernandez
(Articles are in reverse chronological order)

Savannah Morning News (GA)
February 18, 2018

Savannah Restructures Government Operations
Officials Tout Plan as Way to Make City Operations More Efficient

Author: *Eric Curl*

New titles and responsibilities, along with salary increases in some cases, have been issued to a number of Savannah's department heads and top administrators as part of a government reorganization implemented by City Manager **Rob Hernandez**. Touted as a way to make city operations more efficient and achieve the Savannah City Council's priorities in a recently adopted strategic plan, new departments and positions have also been created, while others have been eliminated or modified. The restructuring consolidates two assistant city manager positions, one deputy to the assistant city manager position and five bureau chief positions into three executive officers. The employees selected for the new positions have the experience and personality to lead and get things done, **Hernandez** said. "That's what differentiates managers from leaders," he said. "I need leaders more than I need managers."

Paying for quality

Marty Johnston, formerly a deputy assistant to the city manager, was selected to fill the chief operating officer position, charged with asset management, customer service, special events coordination and oversight of the financial and internal service functions of the city. The move bumps her salary up from \$125,827 to \$148,000. Heath Lloyd was selected as Chief Infrastructure and Development Officer, after previously working as the public works and water resources operations director. Lloyd's responsibilities include ensuring the safety of the city's infrastructure, producing safe drinking water, protecting buildings and streets from flooding, and improving the development process. Lloyd's new salary amounts to \$148,000, up from his previous salary of \$109,414. Taffanye Young was hired as the city's Chief Community Services Officer after previously serving as the Community and Economic Development Bureau chief. Young is charged with unifying initiatives and programs focused on improving the lives of residents and providing them with clean, safe neighborhoods and access to quality housing, recreational facilities, leisure opportunities and supportive services. Her salary increased from \$132,282 to \$148,000.

The city's former budget director, Melissa Carter, also received a pay increase from \$89,400 to \$115,000 after being promoted to head the new Office of Management and Budget, which is responsible for preparing the city's yearly and long-term fiscal plans, as well as taking on an expanded role in grants development. And David Keating, who previously worked as a real property director, had his salary increased from \$84,025 to \$90,327 after being put in charge of a revamped Real Estate Services Department that now oversees property acquisitions, facilities maintenance, cemeteries, and the Civic Center. Pay was only increased for employees who have taken on additional responsibilities so that they are being fairly compensated, **Hernandez** said. "We want to keep the good ones," he said. "And also we have key positions we have to fill and we need to be able to compete and attract a quality workforce." Cutting grass and dysfunction After years of complaints about property maintenance issues and delays in completing planned

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Roberto Hernandez
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projects, departments that never talked to one another were merged and new offices were launched as a way to eliminate government bureaucracy and improve focus, according to officials. To improve property maintenance, quality of life and tourism impacts, a new Code Compliance department was created. Previously, code-related activities were handled by multiple departments, prompting situations in which a property maintenance enforcement officer could not handle a zoning violation, or vice versa. In addition, property maintenance was only citing code violations on residential properties and letting violations on commercial properties go or referring them to the building department, **Hernandez** said. "So we said time out ... we're bringing all that in house," he said. "We're going to do cross-training and we're going to have commonality in how our code enforcement is handled and prosecuted."

Kevin Milton, a new employee with the city, has been hired as director of the department, with a salary of \$115,000. Former Property Maintenance Director Kimberly Corbin is now working as Code Compliance Assistant Director, with her salary remaining at \$80,368. Similar issues led to the consolidation of the city's landscape maintenance functions, including squares and monuments, into a new Greenscapes department. Prior to the consolidation, **Hernandez** said one team would cut an overgrown lot and then a different unit would come back a week later and cut the adjacent canal bank. And in some cases, **Hernandez** said, small equipment such as weed wackers would not be brought in until days after the larger mowers had cut down some city right-of-way. Now, work areas have been divided into grids that are maintained by regional teams responsible for basically anything that grows, **Hernandez** said. "They work a grid and don't leave that grid until everything is finished," he said.

Former Park & Tree Director Gordon Denney now heads the new department. His salary remains \$80,368. The reorganization also included the formation of the Capital Projects Management office, which **Hernandez** said put five full-time positions in charge of overseeing \$726 million in budgeted projects. That move was praised by Alderman Julian Miller recently when the council was given an update on the projects being funded by the voter-approved special purpose local option sales tax. Often-repeated concerns were raised about the time it has taken to complete some projects, and Miller noted that the department was created to address the issue. "This is one of those things going on behind the scenes that the public won't see that is really going to make a big difference," Miller said.

Staffing impacts

The restructuring came after the city imposed a hiring freeze upon **Hernandez's** arrival in October 2016, and at his direction only critical positions were filled for more than a year in anticipation of the changes. Almost 100 positions ended up being eliminated as part of the process, with about 40 of those vacant. Dozens of new positions were added, however, and impacted employees were given the opportunity to apply for those jobs. "In certain instances we were very lean in operations, and I think that was hurting us," **Hernandez** said. Seven employees ended up not being placed either because there was nothing available or they did not accept the position offered, according to city officials. And after the city council voted to add 24 new positions to the police department this year, there ended up being a total net reduction of one position, **Hernandez** said.

Not all employees' pay went up after getting a new position. One former assistant city manager,

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Roberto Hernandez
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Peter Shonka, ended up having his pay reduced by \$15,624 to \$140,619 after he became head of a new arena development district office - the office focused exclusively on developing the new arena and stimulating private and public investment in the surrounding redevelopment area. Such pay reductions were unfortunate, but in some cases could not be avoided, **Hernandez** said. "There may have been several, although not widespread, due to reduction in responsibilities," he said. A number of other staffers retained the same salary, while taking on new roles. Bridget Lidy, former Tourism and Ambassadorship director, was hired as the new Planning and Urban Design director after her department was eliminated. Her salary remains \$85,703.

And Bret Bell, newly titled assistant to the city manager rather than deputy assistant, is now charged with handling legislative priorities, preparing the council's agenda, and working to ensure residents' concerns brought to the attention of aldermen are addressed. His salary remains \$107,205. In addition, former Economic Development Department Director Manuel Dominguez's salary of \$80,368 was left unchanged after he became head of what is now the Office of Business Opportunity, which is responsible for administering and coordinating the city's economic and small business development program. After being delayed for about two months as they attempted to find suitable jobs for all of the impacted employees, the reorganization became effective Feb. 1, said **Hernandez**, whose salary remains \$238,000. "One thing I want to stress to folks is patience," he said. "We just put this new organizational alignment into play."

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Roberto Hernandez
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Savannah Morning News (GA)
December 30, 2017

**City Manager Talks ‘Funkification,’ Ferris Wheels in Savannah
Opinions Expressed on Preserving Historic Structures Modernizing Others**

Author: *Eric Curl*

A modern looking arena could be in play, but a proposed Ferris wheel on River Street is out of bounds. City Manager **Rob Hernandez** recently shared his thoughts on architecture, historic preservation and development in Savannah, as the guest speaker at the Historic District Board of Review's recent retreat. During the hour-long discussion earlier this month, **Hernandez** also took time to describe one of his architectural "pet peeves." "I hate red brick," **Hernandez** said. "We seem to have this tremendous love affair with red brick." He said he would like the new arena the city plans to build west of the Historic District to have a more modern look, perhaps with stainless steel and glass, while still paying homage to history. "But it doesn't have to be rooted in red brick," he said.

The arena site is outside the board's jurisdiction, but Chairman Stephen Merriman Jr. later said he is not necessarily opposed to a more modern looking building being built at the site. "I would be more opposed to build an arena that appears like it was built in the 1850s," Merriman said. "It gives a false sense of history." **Hernandez** also made it clear that he believes City Hall is no longer an efficient place for himself and other city staffers to work or for the Savannah City Council to hold their meetings. He talked about his plan to build a modern municipal complex in order to consolidate the city's workforce, while possibly converting City Hall into a "working museum" where the mayor and aldermen could have offices. "We're going to preserve City Hall," **Hernandez** said. "We have to preserve it, but the day-to-day stuff can go somewhere else." The 111-year-old building is in serious need of repairs, and funds for the structure's restoration will need to be raised, possibly by including the project in the 2019 special purpose local option sales tax referendum, he said.

Hernandez got some pushback from board members when he said he was considering replacing City Hall's deteriorating wooden windows with modern faux-wood frames to make them more efficient and hurricane-resistant. Board members were concerned the move would ruin the building's historic integrity and lead to private developers also wanting to bypass ordinance requirements. They suggested the city install exterior wood windows with interior storm windows to achieve the results he is seeking. Otherwise, the historic protections in place would crumble, Merriman said. "That's one of the biggest things Savannah has going for it, is our ordinance," he said. There are some buildings that seem ripe for "funkification," such as the old East Side Theater on the corner of East Broad and East Gwinnett streets, **Hernandez** said.

The historic theater with the words "Hungry World" across the old marquee has sat vacant for decades. "Not to be disrespectful of its character, but you can do cool things with it," **Hernandez** said. "That building has a lot of potential." In a similar vein, he would like to "funkify" Martin Luther King Jr. Boulevard around the Interstate 16 flyover, which he considers an eyesore. There have been plans proposed to demolish the ramp into downtown, but **Hernandez** said he does not

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see the structure going anywhere anytime soon. But the city is too busy trying to put out daily fires and has little time to be creative, **Hernandez** said. "You're the folks that need to come up with those ideas and we'll support it when we can," he said. **Hernandez** also made it clear that some proposals will not fly as the city tries to balance the demands of tourism with preservation efforts and residential needs. Board members thanked him after **Hernandez** said he and the city council recently rejected a request to install a Ferris wheel on River Street.

The 137-foot-tall observation wheel would have been installed on a city parking lot along the water between the Abercorn and Lincoln street ramps at an initial rate of \$17,000 a month, under the lease agreement proposed by Missouri-based SkyStar Wheel. "When I looked at that request, I said no way," **Hernandez** said. **Hernandez**, who previously worked as the deputy county administrator of Broward County, Fla., became Savannah's city manager in October 2016.

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Roberto Hernandez
(Articles are in reverse chronological order)

Savannah Morning News (GA)
December 1, 2017

City Considers Budget Cuts, Fees to Cover its Shortfall
Hernandez: \$187 Million Proposal a Starting Point

Author: *Eric Curl*

Savannah staffers are proposing a variety of revenue generating options and expense cuts for the 2018 budget to determine whether the Savannah City Council wants to implement service enhancements or reductions in the face of projected funding shortfalls. The preliminary spending plan presented during the first day of a two-day budget retreat on Thursday amounts to a "bare bones, no frills and somewhat painful" general fund budget of \$187 million that includes almost \$13 million in cuts to personnel, services and capital project investment, said City Manager **Rob Hernandez**. "It's not even a recommended budget or a proposed budget," **Hernandez** said. "It's just a starting point for our conversation."

The second budget option of almost \$200 million would sustain existing services, as well provide funding for performance-based wage increases and increase reserve funds for unforeseen expenses. The third spending plan would be an "enhanced budget" of about \$213 million to cover expenses related to council priorities, such as additional police officers recommended by a consultant to improve emergency response times. Among the funding options staff presented was a proposed fee charged to all properties to cover the cost of fire department services and eliminate that department's dependence on tax revenue. Implementing a fee to cover the full cost of fire services would amount to \$370 per household and raise an estimated \$31.5 million, according to the budget report.

A consultant, Ecological Planning Group, also presented reduced rates as an option that would cover between 50 percent and 75 percent of fire service costs and raise about \$15.7 million to \$23.6 million. Property tax increases and decreases of between half a mill and two mills were also proposed, with revenue impacts ranging between \$2.5 million and \$10 million. "Anything you decide today for this budget is going to play out and have an effect for the next few years," said Erick van Malssen, who was working with the fire fee consultant. A hardship fund to assist low-income property owners is now being considered as part of the fire fee proposal, if it is adopted.

Savannah Alderman Van Johnson said he is still concerned about the fee's impact since renters would not be eligible to receive payments from the fund, even if the fee's cost was passed onto them by landlords. But Alderman Julian Miller said rental rates are established by the market and he does not expect tenants to be adversely affected as a result of the fee. Alderman Tony Thomas said renters would be impacted, but that the more than 5,800 tax-exempt property owners benefiting from fire services need to contribute to those costs. "Those folks have got to participate," Thomas said. "It's going to be tough for some people, but some people have been riding this system for decades."

The \$12.7 million in spending cuts are being proposed, despite projected increases in property

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(Articles are in reverse chronological order)

tax revenue and other tax revenue streams this year and next. The shortfall is due to a combination of factors, including an increase of tax exemptions, operating costs and growing debt payments related to property purchases, infrastructure improvements and public safety purchases, **Hernandez** said. "We have a lot of needs in the city that far exceed the revenues available to us," he said. A surplus of about \$3.8 million is actually anticipated for 2017, due to higher than projected tax growth and salary savings from a hiring freeze. Those funds are proposed to be used to offset a budgeted use of reserve funds for 2017 and help cover expenses related to hurricane damages and capital project overruns.

The city is also anticipating some employee payouts due to some officers joining the county police department, following the split of Savannah-Chatham police. Planned civilian staff cuts stemming from a government restructuring should only result in a "handful" of employees actually leaving the organization since those impacted will have the opportunity to fill other positions, **Hernandez** said. The second day of the budget retreat is scheduled to begin at 8:30 a.m. Friday. During the workshop staff will need the council to make a decision on what type of funding options or cuts they want to move ahead with, **Hernandez** said. "I have to get some clarification on what they want to do because I have to put together a final budget," he said.

Savannah Now – Savannah Morning News (GA)
February 11, 2017

Poverty Persists in Savannah, Despite City Programs

Author: *Eric Curl*

Austin Spell, 20, wants to be a pipe-fitter or EMT. That is why he was recently sitting in a classroom at the Moses Jackson Advancement Center, where he and six others were registering for a GED program put on by Savannah Tech. Spell said he was pulled out of school by his stepfather in eighth grade and he does not have the educational background he needs to meet his career goals. “I’m planning on getting my bachelor’s degree and see what I can make out of myself,” he said. The GED program is one of many programs at the city-supported advancement center that are meant to help Savannah residents find employment. Still, Savannah’s high poverty level persists. The percentage of Savannah’s population living below the poverty level was almost 27 percent in 2015 — up from almost 22 percent in 2000, according to the US Census Bureau’s American Community Survey. The increase occurred as the city invested \$2.7 million in general funds in anti-poverty programs between 2011 and 2016, including \$642,600 to support the advancement center, according to a recent report presented by city staffers. During that time, another \$1.1 million was spent supporting Step Up Savannah’s job training and anti-poverty initiatives, and \$981,304 went toward various social service agencies.

About a million dollars in federal funds supported the advancement center and social services offered by America’s Second Harvest of Coastal Georgia, Union Mission and Lutheran Services of Coastal Georgia. Taffanye Young, Community and Economic Development Bureau chief, recently attributed the increased poverty rate to the recession when she presented the report to the Savannah City Council during an economic mobility workshop. “You had a lot of jobs that were lost,” Young said. “A lot of people with higher incomes and higher skills ended up taking some of the lower skilled jobs.” And job training is no “magic bullet” when residents have child care, transportation, substance abuse and criminal background issues to deal with, Young said. Only 17 percent of the 507 individuals who received job training through the city-funded programs since 2011 ended up becoming employed, according to the staff report. Those type of results are not satisfactory, City Manager **Rob Hernandez** told the council. “We may have to do something entirely different with some of these populations that have drastic barriers,” **Hernandez** said.

Hospitality programs

Other programs have fared better, however. The US Department of Labor’s Workforce Innovation and Opportunity Act only employed 34 percent of the 1,256 Chatham County participants since 2011, although many of those participants are still engaged in the program, according to the staff report. And since 2014, 316 adults received job training through the Step Up’s Chatham Apprentice Program, with 59 percent becoming employed. Another 159 jobs have been created or retained since 2011 for low- to moderate-income residents through a city-supported loan program administered by the Small Business Assistance Corporation. Goodwill of Southeast Georgia is helping residents find work with the launch this year of a hospitality training program at the advancement center. Rashena Platt, one of the six-week program’s

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participants, said that after three months of being unemployed, the program helped “get her foot in the door” and find a job as a housekeeper.

Whether hospitality-based jobs will help Savannah reduce the poverty rate has been a matter of local debate. The growing number of hotels has drawn some criticism from residents, who are concerned about the city becoming too dependent on what they contend are low paying jobs. But Borish Jenkins, a Goodwill Career Center assistant who conducts the training course, said the hospitality industry does offer opportunities for advancement and better pay. Hotel employees, for instance, can start as a housekeeper, go to front desk, then become a supervisor and from supervisor become a general manager, said Jenkins, a former hotel employee himself. “I know it can be lucrative,” he said. And some hotels, such as developer Richard Kessler’s Plant Riverside \$270 million hotel project being built along West River Street, are going to be offering higher pay, Jenkins said.

The Plant Riverside project is located in a state opportunity zone, which makes Kessler eligible for job tax credits for providing employment in an impoverished area. The hotel is supposed to create 700 full-time permanent positions with benefits, including health insurance, and Kessler is required to pay at least \$10.25 as part of the tax credit agreement, but he has said beginning wages could reach as high as \$15 an hour . As for Platt’s plans, she said she plans on working her way up to be a manager. “You always have an opportunity for advancement,” she said. “So just take your time and move up.”

‘Outside the box’

City staffers said that they plan on improving coordination among service providers, identify new revenue sources, aggressively promote programs, and think “outside the box” to reduce the poverty rate and provide more employment opportunities. Young said that the city may want to try to re-implement a partnership with a local church that had retirees provide training, such as brick laying, for residents seeking job skills. Staff is also working on a proposal that will hopefully address some of the hard to hire issues with respect to city contracts and city employment, **Hernandez** said.

<https://www.wsav.com/news/savannahs-city-manager-on-his-first-3-weeks/>

Nov 9, 2016

Savannah’s City Manager on His First 3 Weeks

by: Andrew Davis

He was the choice of the council to lead the city of Savannah. In just three weeks on the job, City Manager **Rob Hernandez** has already been through a hurricane and multiple murders. But what does Savannah’s City Manager think the next three weeks, months, even years may hold.

“Making decisions without having all the appropriate facts or knowing all the different facets of the community that could be dangerous,” said **Hernandez**. That’s why **Rob Hernandez** says he is in “listen, learn and observe” mode. Observing the community he now helps shape.

Shaping with a community and a staff he has already seen deal with a hurricane, and thrive under pressure. ‘The reverse would be that i’m here 6 months or a year and we would have a crisis and what would be going through my mind would be, well i don’t know who I would rely on, I don’t know how this team is going to perform, I now know that,” explained the City Manager. He also knows is that crime in Savannah is a problem. “The community is very concerned about it, the community expects us to take proactive measures and we have,” said **Hernandez**.

But the same community also may be too focused on each and every criminal act. “When we have an instance of crime that happens here it’s unfortunate,” explains **Hernandez**. “But it stands out more i think in the community mindset because it’s out there its closer to them it gets publicized more in the city of Savannah.” But he is not ready to rubber stamp the high cost of putting more officers on the streets. Stressing Fiscal responsibility, he hopes to find “progressive” ways to get police what they want in 2017. “My job is to balance all the competing needs in the community and to try to make a fiscally sound and operationally sound recommendation to the nine that eventually have to make the decisions,” explained the City Manager.

The decisions about growth of our city is foremost on **Hernandez**’s mind. “We can’t afford to be as methodical as we have been in the past again because the world is moving at a breakneck speed, and we have to keep up with the world,” said **Hernandez**. “Are we behind?” “I’m not saying we are behind. But we have to pick up the pace.” Pace of life, and pace of drawing businesses to Savannah. “Make sure they know Savannah more than just a great place to visit. A great place to relocate your business,” said **Hernandez**. “Oh and by the way they have a really great local government as well.”

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Sun Sentinel
SEP 21, 2016

Deputy Broward administrator leaving for Savannah

By Brittany Wallman

The No. 2 official in Broward County government has resigned, after accepting a job in Georgia. Roberto "Rob" **Hernandez**, deputy county administrator, said in a letter to County Administrator Bertha Henry earlier this month that it was with "great sorrow" he submits his resignation. **Hernandez** was responsible for a large portion of county government, and also brokered the deal with the Florida Panthers that increased the hockey club's public subsidy but helped ensure the team would stay. In a handwritten note on the resignation letter, he thanked Henry for mentoring him, and giving him "the tough tasks to take on, like the arena."

Besides the deputy position, Henry has two assistant county administrators, Monica Cepero and Alphonso Jefferson, and two assistants to the county administrator, Gretchen Cassini and Alan Cohen.

Hernandez has been the deputy in Coral Springs and in Atlanta's Fulton County. But he said his professional goal was to be in the top position. "I'm not getting any younger and the years are just flying by, so this was the right time and the right community," the 50-year-old **Hernandez** said in an email recently. "I did not want to take any city manager or county manager job just for the sake of it, unless the community was right. Savannah is a nice town with lots of positive attributes and challenges, too." **Hernandez's** resignation is effective Oct. 9.

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WTOC 11 (GA)
August 11, 2016

City of Savannah Names Roberto Hernandez as Sole Finalist for City Manager

Author: *Sean Evans*

The City of Savannah held a news conference on Thursday to discuss updates in the search for the new city manager. After a nationwide search, and in a unanimous consensus and recommendation, **Roberto Hernandez**, deputy county administrator of Broward County, Florida, has been named the sole finalist for the position of City Manager of Savannah. Choosing **Hernandez** was a unanimous decision by city council members, and **Hernandez** has accepted the offer pending contractual negotiations according to Mayor Eddie DeLoach. DeLoach said **Hernandez's** hands-on approach, experience in government and energy are some of the qualities that separated him from the other candidates.

According to the Broward County Government website:

Hernandez is an ICMA-Credentialed Manager with more than twenty years of progressive and responsible local government management experience. He re-joined Broward County in July 2013 as Deputy County Administrator. Previously, he served as Deputy City Manager for the City of Coral Springs overseeing various city functions as well as the city's community redevelopment agency. Prior to Coral Springs, he served as Deputy County Manager for Fulton County, Ga., where he oversaw public safety agencies, unincorporated area services, the Office of the Child Attorney, offender reentry program, and coordinated with the County's constitutional and judicial agencies. He previously served Broward County in a variety of capacities from 1994 through 2008, including serving as an Assistant to the County Administrator from November 2003 to June 2008. **Rob** retired from the U.S. Army Reserves in 2008 after a 23-year career, most recently serving as a senior instructor in civil-military operations.

Hernandez was a finalist for two other jobs previously. He was a finalist for the El Paso County, TX County Administrator position earlier this year, and was a finalist for the Delray Beach City Manager position in 2014. **Hernandez** talked about the advantages the region presents, with the ports, travel opportunities with Savannah-Hilton Head International Airport and the proximity to the beach and overall rich history, as well as the military presence. "I was very impressed by the passion from the city council in terms of what they see happening in the city over time, and their strong dedication to the community. That really, that really sold me," said **Hernandez**. While in Fulton County, **Hernandez** oversaw multiple departments including police, fire and rescue and also served as the county manager's liaison with judicial agencies.

Mayor DeLoach says he believes **Hernandez** could come in and start working right away with the police department and judicial services in Savannah to address crime. Alderwoman Carol Bell says she was impressed with how much **Mr. Hernandez** knew about the city and its operations already. So WTOC asked the front-runner what he's observed so far and hopes to achieve as the next city manager. "The need for continued re-investment in certain communities, a progressive strategy for bringing new investment for the community, for growing jobs. For

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fixing and updating the condition of the infrastructure. Those are the things that everybody goes through, it's very common. But that's certainly something that I'm going to have to tackle once I get there," said **Hernandez**. Savannah City Council members met on Wednesday to hear from the search committee about where they are on the final candidates up for the position. The council and search committee then met behind closed doors in an executive session.

Current City Manager Stephanie Cutter announced her retirement at the beginning of the year, setting into motion a nationwide search for her replacement. So, what exactly was the city looking for when they put out the posting for a new city manager? It's an important question given that at least the last two city managers were not what the respective city councils eventually wanted in the role. First of all, for those who forgot or perhaps never knew, ours is a Council/City manager form of government. Meaning while the council appoints a city manager, the city manager runs the city and some might argue, the city council itself.

First and foremost council was looking for a person who had worked with and understood the challenges of a diverse community, not just racially but economically. Someone who could bring new ideas for breaking the cycle of poverty among those living in certain neglected parts of Savannah. And, of course, someone who bring new ideas to the table when it comes to fighting violent crime, in particular, gun violence. Here's an interesting role they want this person to fill: possible ax-man. Council, at least the newest members, want this new city manager to review city government top to bottom and start cutting if Savannah's City Hall has gotten too big, and taxpayers are paying too much for something that could be done with fewer people and resources.

For filling this role, our new city manager will receive the city's benefits package and a salary between \$210,000 and \$300,000. That's yet to be negotiated if **Roberto Hernandez** is our man. We mention briefly where this candidate has been and what positions he's held in the past. You may be thinking of all his deputy roles that this guy has always been the groomsman and never the groom. And **Hernandez** anticipated that issue in his actual resume' saying, "...I've resisted the temptation to 'chase' city manager positions solely for the sake of becoming a city manager at any cost. Instead, I've judiciously and patiently served in deputy roles in great organizations and exceptional communities."

Hernandez considers himself a pretty simply, straight-forward guy. He says his management style is fluid. It adapts to the specific situation. Not that we're looking yet, but **Hernandez** will tell you he is clean. This is what he told recruiters before tossing his hat in the ring: "...There is 'no dirt' on me. I live a clean, simple life, prefer to tell things as I see it, and sleep well at night." We will continue to follow those negotiations and let you know exactly what the city decides when it comes to salary, contract length, start time and other allowances.

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Roberto Hernandez
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Tribune Content Agency News Service (USA)
May 20, 2016

Is Broward ready for a hurricane hit? Drill shows how rescue would work

Author: *David Fleshler*

May 20--After raking the Florida Keys and Miami-Dade County, Hurricane Kimo reached Miramar as a lethal Category 3 storm, with sustained winds of 129 mph, and tore a diagonal corridor to Deerfield Beach. The slow-moving storm bore into the county for seven hours. A tornado struck Pembroke Pines, Cooper City, Davie and Fort Lauderdale. An eight-foot storm surge trapped people on barrier islands. With cell towers damaged, many smart phones became useless. This was the scenario Thursday as Broward County conducted a full-scale hurricane drill at the Emergency Operations Center in Plantation to prepare for the June 1 opening of hurricane season. About 300 people gathered on the operations center's vast open second floor to practice receiving calls for help, coordinating responses and dealing with the countless challenges of a natural disaster.

"We've got to get it right the first time," **Rob Hernandez**, deputy county administrator, told the group. "The public expects that we'll get it right the first time. We can't offer them excuses. There are no alibis, there are no mulligans." The scenario began seven hours after the all-clear, as the county lay damaged, darkened by power outages and full of a untold crises, with fatalities reported, residents trapped by floodwaters and many situations requiring immediate attention. Like much of contemporary life, the response to the crisis would be coordinated largely through a computer software program, in this case WebEOC 8.0, a crisis-management system developed by Intermedix Corp. of Fort Lauderdale.

As calls for help and reports of problems such as power outages came in, it was up to those in the room to route them to the right agency or issue the correct orders to deal with them. The group included representatives of law enforcement agencies, fire departments, the county government, Florida Power & Light Co., city governments, the Red Cross and many other organizations. A call to rescue four people trapped on a roof in Oakland Park was routed to the Broward Sheriff's Office, said Major Kevin Shults, who headed the Sheriff's Office group at the emergency operations center. But the law enforcement agency's helicopters didn't have the sort of basket-and-line system required for such an endeavor. They asked the Coast Guard to do it instead. A call for water came from Pompano Beach, where the storm damaged the treatment plant, reducing its output by half. Alan Garcia, director of the county's division of water and wastewater services, ordered emergency interconnects from a county water plant that would temporarily provide the city with sufficient water.

In the pressroom, public communications specialist Cindy Malin scrawled occasional updates on a white board: "Flooding and tornado damage throughout county. Exact location TBD." "Drones being used to assess damage." As the various reports, crises and calls for help came in, evaluators in green vests observed the work in each area. They will prepare written reports. The Red Cross, which operates shelters, faced a crisis when 2,500 people showed up at a Coconut Creek shelter that was already full. The issue was "escalated" to a high-ranking group of

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decision-makers, who authorized the opening of an additional shelter. "The exercise is to test our abilities to collaborate, communicate and respond," said Roberto Baltodano, the Red Cross' regional communications manager. "These are things that could happen during a real hurricane. We've had these hurricane scenarios." The county has not seen a direct hit from a hurricane since Wilma in 2005. "It's been 11 years since we had one," County Mayor Marty Kiar said to the group before the drill began. "Hopefully this will be another year that we're hurricane-free. But eventually we're going to get hit."

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Roberto Hernandez
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South Florida Sun Sentinel (FL)
Dec 8, 2015

Deal helps Panthers, helps Broward more

The Broward County Commission should approve a new agreement today with the Florida Panthers because the deal would better protect the public's investment in the BB&T Center. One can argue persuasively the county was wrong to make that investment of tourist tax revenue 20 years ago, when the Panthers wanted out of the old Miami Arena. A National Hockey League team draws fewer tourists than Broward's beaches and the convention center. The county, however, can't back out of that commitment. With that in mind, county administrators make their more persuasive case for the front-loaded \$86 million deal that would run through 2028.

One argument against the deal is the public shouldn't subsidize the rich owners of the Panthers. Deputy County Administrator **Roberto Hernandez** responds that the money -- none of it property tax revenue -- would go toward the arena, not the Panthers. The team owners also run the company that manages the BB&T Center. They would have to spend the \$86 million on improving, operating and promoting the arena, of which the team is the main tenant. The county would have to sign off on the improvements. The team also would continue to pay \$5.3 million per year toward the arena's debt, which will be paid off in 2028. So the county's investment would go to the county's facility.

The other main argument against the deal is the county should spend the money on projects that better play to Broward's tourism strengths -- such as beaches. Two other key priorities are an expanded convention center and a convention center hotel. The arena is far from the county's major tourism hubs. **Hernandez** acknowledged, "We are very sensitive to that." He believes, however, the county can "meet all of our obligations" regarding tourism promotion, especially beach renourishment. County officials, **Hernandez** said, routinely have made conservative estimates of 3 percent for increases in tourist tax revenue. In fact, annual increases have been more like 5 percent.

The county has put much of that balance in reserve, **Hernandez** said. A recent study of the tourist tax questioned the amount of money held in reserve. Doing so, **Hernandez** said, means the county can use that money for one-time projects like beach renourishment and still pay the recurring expenses of the Panthers deal. Part of this story is the coming debate over raising the tourist tax from 5 percent to 6 percent, even though none of that potential revenue is part of the Panthers deal. It is generally agreed money from the sixth cent would go toward convention center expansion.

Hernandez said the county is waiting for bids on the expansion. When administrators have an idea of the cost, the county will start discussions on raising the tax. Miami-Dade and Palm Beach counties have raised their tourist taxes to 6 percent. +The deal would cut the county in for a share of profits if the money-losing Panthers became big winners on the ice and financially. The arena would have a better chance of getting an all-star game, and the team would continue to help youth hockey in Broward. All are nice points, but the focus of the deal, correctly, would remain

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on the BB&T Center. The healthier it is, the better for the county. Losing the Panthers would mean losing 40 dates, and the BB&T Center has lots of regional competitors. So the arena is healthier with the Panthers, and with the team having a better chance to succeed.

Having studied the financials, **Hernandez** said, "We came to the conclusion that it would cost the county almost as much if the team stayed as if the team left. It's almost an economic wash. So if we would pay with or without them, it's better to have them." The deal would allow the Panthers to leave after eight years, but the team would have to repay the \$72 million in tourist tax revenue it had received. If the team left after eight years, the county would have enough money to repay the arena debt. As long as the Panthers stay, **Hernandez** said, "We transfer a lot of the responsibility to the team." The county also would get development rights to land around the arena. One other point in the deal is worth noting. Two decades ago, the county committed to spending two cents of tourist tax revenue on the arena. The county hasn't met that obligation. Under the deal, **Hernandez** said, the Panthers would drop all claims to any unspent money. There might be emotional reasons to reject the Panthers deal. There are better business reasons to approve it.

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Roberto Hernandez
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Capital Gazette (PA)
March 3, 2015

Broward Commission Brainstorms Ways to Help Struggling Center Pocket of County

Author: *Brittany Wallman*

In the heart of Broward County is a zone of economic depression that even the most dramatic real estate boom didn't lift out of poverty. The unincorporated neighborhoods in the 33311 zip code — roughly between Interstate 95 and U.S. 441, north of Broward Boulevard — were left behind by the cities around them. No city will take them. County commissioners are their only local government. Commissioners met Tuesday to talk about the central county community — four mostly African-American neighborhoods of about 7,000 people — and agree on a host of small efforts to help. Only \$4.8 million is allotted for economic development there — a sliver of the county's overall \$4.1 billion budget. County Commissioner Dale Holness, the area's only direct local representative, said it's the first economic development money the county has spent there since the 1980s. About \$30 million has been spent on improvements of roadways, bus shelters, drainage and the like. The moves commissioners endorsed Tuesday are hardly dramatic: Relocating a Boys and Girls Club to Delevoe Park, continuing building homes on 144 lots the county owns, working with small businesses to improve properties by offering loans or grants, giving a makeover to some of the roadways, improving parks, and banking land for future redevelopment. No one promised an immediate turnaround. "It doesn't happen overnight," county Economic Development Director Sandy-Michael McDonald warned. But county leaders said they support a renewed focus. "I'm glad to see we're moving forward with some planning," Holness said, "because the community desperately needs it." While the rest of Broward enjoys a rebound from the Great Recession, with three years now of positive economic growth, the central county zone remains stagnant. "These communities look to us to guide them along the way to economic prosperity in their neighborhoods," Deputy County Administrator **Rob Hernandez** said.

Joblessness is down to about 5 percent countywide. But in Central Broward, it ranges from 21 percent in Boulevard Gardens, to 22 percent in Roosevelt Gardens, to 32 percent in Washington Park, to an astounding 44 percent in Franklin Park. Holness said many residents there lack transportation and job skills, and some have criminal backgrounds — all obstacles to employment. Countywide, the median household income is \$51,251. In the central county area, it's significantly lower, at \$33,432, Assistant County Administrator Alphonso Jefferson said. Crime is down there, county officials said. Still, the number of rapes, burglaries, car thefts and assaults are relatively high in such a small area, county leaders said, and residents complain they regularly witness drug deals and prostitution, as well as assaults. Broward County Administrator Bertha Henry said she would begin implementing the economic development ideas discussed Tuesday. McDonald said he hoped to leverage the money to spark private investment from business owners. Each project will return to a County Commission agenda for approvals. Across downtown, at the Fort Lauderdale City Commission, Commissioner Robert McKinzie asked that the city take another look at annexing the unincorporated areas. The city will move in that direction.

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Roberto Hernandez
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Broward New Times (FL)
March 18, 2014

Florida Panthers Asking for Public Money, but Proposal Seems to Benefit Only the Team
Author: *Chris Joseph*

Looks like the Florida Panthers' latest proposal to Broward County has altered language that would basically screw over the county while they make the big dough, according to a rundown of the proposal by the Sun Sentinel. The first proposal the Panthers made at the beginning of the year had asked the county for something around \$70 million, claiming that they had been losing \$20 million and that they need public funds to keep from being dissolved from the NHL. This latest proposal asks for \$80 million or more. The Panthers also want to develop 22 acres north of the BB&T Center for a casino-hotel that the county is also supposed to pay for. The Panthers turned over the 57-page proposal to Broward County commissioners and, according to the Sentinel's findings, it boils down to more money for the team while the county gets the shaft. Those wishes are not far off from when the team asked for county money originally back in January. The team's original proposal included taking \$4.5 million of its annual payment off the books and having it picked up by Broward County. The team also asked the county to contribute \$500,000 a year toward maintenance.

The latest proposal says the Panthers need a hotel-tax subsidy package worth \$80 million over the next 14 years to keep them from losing money. But the overall deal would seem to benefit only the Panthers. "As currently written in their proposal," Deputy County Administrator **Rob Hernandez** told the Sun-Sentinel, "it would definitely have an impact on our ability to share in any of the profits." County officials say they won't support the proposal without a better return for Broward's taxpayers. Back in September, the Panthers were bought for \$240 million by Cliff Viner and Sunrise Sports & Entertainment to a group led by New York businessman Vincent Viola. The Panthers have had an operating loss of \$12 million for the 2011-12 season and were worth \$170 million, according to Forbes. As for Panther and hockey fans' reaction to this, they took to Twitter with the usual vitriol.

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Roberto Hernandez
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US Fed News (USA)
August 11, 2013

Broward County Names New Deputy County Administrator

Author: *Staff*

Broward County has issued the following news release:

Broward County Administrator Bertha Henry has announced the appointment of **Roberto "Rob" Hernandez** as the new Deputy County Administrator. **Hernandez** is an experienced public servant who served as deputy county manager for Fulton County, Georgia, and most recently as deputy city manager for Coral Springs in Broward County. He is returning to County Government, where he first began serving the County in 1994 and most recently served as an assistant to the county administrator from 2003 to 2008. As deputy county administrator, **Hernandez** will assist the administrator in managing the day-to-day operations of the County, and oversee the activities of several large departments, including Public Works, Human Services and Environmental Protection and Growth Management, as well as the Parks and Recreation, Libraries and Cultural divisions. Also reporting to **Hernandez** will be the Office of Economic and Small Business Development, Office of Public Communications, Office of Intergovernmental Affairs and Professional Standards, and the Office of the Medical Examiner and Trauma Services.

Henry said, "We are excited to have **Rob** back with Broward County. He has dedicated much of his professional life to public service and has a keen understanding of how county government programs and services help meet the needs of our residents, businesses and visitors. He will be a valuable asset to the County and the community." **Hernandez** has a bachelor's degree in public administration from Florida International University, and a master's degree in public administration from Nova Southeastern University. He is a graduate of the Broward Fire Academy and the U.S. Army John F. Kennedy Special Warfare Center and School. He retired from the U.S. Army Reserves in 2008 after a 23-year career, most recently serving as a senior instructor in civil-military operations.

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Roberto Hernandez
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McClatchy-Tribune Regional News (USA)
February 6, 2013

Brief: Coral Springs Offers Incentive to Company

Author: *Lisa J. Huriash*

Taxpayers will be handing over cash to a new business considering coming to town, although they don't know yet who is getting the check. City officials said the business, described as a "pharmaceutical manufacturing, research and development" company, is a coup for the city. The company is expected to bring 108 jobs and a new source of tax revenue to the city.

Dubbed "Project Rock Solid," the business will receive \$540,000 in state, county and city money in incentives through the state's qualified target industry tax refund program. In addition to the city's portion of \$54,000, city commissioners agreed Tuesday to allow \$825,000 in credits that would normally be paid for fees such as building permits.

"The bottom line is if we don't offer incentives, somebody else will," said **Rob Hernandez**, deputy city manager. "It's the cost of doing business." The company is allowed by state law to remain unknown to the public while it's in this process of receiving incentive money. **Hernandez** said the company asked to remain anonymous for competitive reasons.

McClatchy-Tribune Regional News (USA)
December 13, 2012

Coral Springs to Consider building New City Hall

Author: *Lisa J. Huriash*

City commissioners said Tuesday they were open to the idea of spending millions of dollars to construct a brand new City Hall. "To me, the short answer is yes," said Commissioner Claudette Bruck. "We should proceed and we should proceed now." City leaders must now decide if they really want the new building, where it will go and how to pay for the estimated \$25 million cost. It will eventually be a "financial decision," said Vice Mayor Tom Powers. "There's way too many questions." For about a year, former Mayor Roy Gold had proposed closing both City Hall buildings on the north and south sides of Sample Road to construct one large facility.

But while some commissioners had previously said the project could become unwieldy and too expensive and they doubted there would be public support, the majority now seem open to at least further discussion. Deputy City Manager **Rob Hernandez** said the 45-year-old building was "outdated and functionally obsolete." "You can go anywhere and hear conversations in the next office," he said. And, the current building is "not a source of civic pride." "That's depressing," Bruck said. **Hernandez** also said the current building is expensive to keep up, with \$1 million alone needed to retrofit the building to accommodate a new telephone system.

"If we're pouring money into a facility that is no longer worth pouring money into," the commission should consider a new building, said Commissioner Dan Daley. City Manager Erdal Donmez said the city staff will come back with "more refined numbers" in late January with the projected costs to build a new City Hall at various spots, which include the current location, Mullins Park, and the area envisioned to be built as a downtown.

Several South Florida cities have recently built new City Hall complexes. Doral earlier this year spent \$22 million on its new building and Wellington built its new building last year for \$10.5 million. In Coral Springs, officials said municipal bonds would be the best way to cover the expense Commissioner Larry Vignola said he has always opposed the plan and still does. "Is it a top priority to spend more than \$20 million on? Not in my opinion, and not in the opinion of the majority of our residents. I don't why we're still talking about this. I don't think now is the time for a project like that."

Internet – Newspaper Archives Searches
Roberto Hernandez
(Articles are in reverse chronological order)

South Florida Sun Sentinel (FL)
November 24, 2011

Springs Gets New Deputy City Manager

Author: *Arun Sivasankaran*

Roberto Hernandez, who has over 20 years of progressive and responsible local government management experience, has been appointed Coral Springs Deputy City Manager. "I look forward to leveraging **Rob's** operational expertise to continue delivering exceptional services to our community with the best possible level of service," City Manager Erdal Donmez said. Prior to joining Coral Springs, **Hernandez** was the Deputy County Manager for Fulton County since 2008. **Hernandez** also served as an Assistant to the County Administrator for Broward County. Before that, **Hernandez** served in a number of key roles with local government.

His professional experience includes key positions in public safety, housing and community development, and social services. In addition, his military service includes more than 23 years in the U.S. Army Reserves. He has held several leadership positions and has served on Active Duty in support of several military operations. **Hernandez** holds a Master of Public Administration degree from Nova Southeastern University and a Bachelor of Public Administration from Florida International University. **Hernandez** also obtained his certification in firefighting from the Broward Fire Academy.

Internet – Newspaper Archives Searches
Roberto Hernandez
(Articles are in reverse chronological order)

The Atlanta Journal-Constitution (GA)
May 25, 2011

Illegal Dumping

Putting the Brakes on Tire Dumping

It's no Easy Task as Illegal Activity Stealthily Spreads Across State

Author: *Ernie Suggs*

Over 10 days last fall, someone made three trips to the Arts Exchange and dumped more than 1,000 old, dirty tires onto the property. The location was ideal. Easy access off I-20 in southeast Atlanta. A dead-end road. A wide-open space. Across Georgia, there are hundreds of examples of illegal tire dumping such as this, on public and private lands, creating a problem that is as much health hazard as it is eyesore. Of 10 million scrap tires generated in the state annually, an estimated 1.5 million are discarded illegally, the Georgia Environmental Protection Division said. And Atlanta finds itself at the center of this rubberized abandonment, with its city council compelled this week to form a separate tire commission to combat the violators. The city annually deals with 450,000 scrap tires, nearly 70,000 of them dumped illegally, said Winthrop Brown, Georgia EPD program manager.

Not surprisingly, money is at the heart of this problem: Tire salvagers get paid to collect tires but many of them won't pay for recycling. So they dump the tires. Everywhere they can. "It is a very significant problem in the state, because of the expense and because these tires are breeding spots for mosquitoes and vectors," said Brown, noting that Newton County last year collected 67,000 dumped tires. "Dumping is bad in metro Atlanta because of the population, but dumping is increasing in rural areas because of the distance they have to travel to get rid of tires."

As part of his job, the EPD's Brown regulates how tires are disposed from car dealerships and tire shops, among others. Businesses must pay for a carrier to pick up truckloads of old tires. Otherwise, there is little concentrated enforcement. Tire dumping is a felony, but there are just five criminal cases currently pursued by the state, though several people previously have served prison time for this offense, Brown said. "If nobody calls it in, we have a hard time prosecuting," Brown said, adding there are only a few local jurisdictions, such as Columbus and Macon, that have their own laws on the books, though state regulations exist. In April, Atlanta Councilwoman Joyce Sheperd, who pushed for the tire commission, led a clean-up in District 12 in which 2,000 tossed tires were collected. In southeast Atlanta, she has overseen the retrieval of 4,711 tires this year, and more than 10,000 over the past five years.

Fulton County Deputy Manager **Rob Hernandez** said south Fulton has the same problem as Atlanta with illegal tire dumping and no ready solution. The county has considered putting a deposit price on used tires, similar to glass bottles, to encourage residents to take them to a landfill. "It's difficult to prosecute offenders unless they're caught in the act," **Hernandez** said, "and Fulton lacks the staff to try to trace tires back to suppliers and find out who they were sold to." Last summer, the Fulton County health department spent \$23,000 on a tire drive that netted 2,100 tires. The public works department pays \$50,000 per year to dispose of old tires. "This has been a real problem for us," said Cheryl Odeleye of the Arts Exchange, surveying the endless

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Roberto Hernandez
(Articles are in reverse chronological order)

and unwanted black mountain left near the center. "It is a health hazard. And it is a morale downer for someone to come in and be so disrespectful to us."

Piles of old tires don't necessarily present toxic health issues, rather they serve as nesting places for rats, snakes and mosquitoes, little consolation to those left with this mess. Across metro Atlanta, jurisdictions vary in how to deal with dump sites. DeKalb County officials said they defer to state law in dealing with tire dumping. In Clayton County, illegal dumping can land someone in jail for six months. Cobb County claimed it hasn't had much of an issue with discarded tires, outside of a few isolated incidents. "What a lot of people don't understand is that there are a lot of expenses involved in tire disposal," Dewey Grantham of Liberty Tire Recycling said.

If operating lawfully, a carrier takes used tires to a recycler, where in Georgia there is a 90 percent chance these tires will be converted to fuel. A carrier typically charges \$2 per tire, but has to pay the recycler \$1 for each, cutting into the profit. An illegal carrier might charge \$1.50 per tire on pick-ups, bypass the recycler and leave the tires at an isolated place like the Arts Exchange. There also have been cases in which people have rented trucks and abandoned them filled with old tires. Bolder criminals have stocked empty warehouses with worn tires. The state lacks funding to properly monitor tire disposal. For every new tire larger than 12 inches and sold in Georgia, a consumer pays a \$1 fee, which was supposed to go to a solid waste fund. Yet for two years, state lawmakers have diverted the funds elsewhere, covering other needs. Limited state spending also has resulted in fewer inspectors, making it harder to monitor and clean up tire dump sites.

The Arts Exchange, even with more than 1,000 tires, had what was considered a small clean-up. Liberty Tire Recycling volunteered to remove the tires, employing four workers. The tires were loaded in less than two hours. Grantham said his company processes 25,000 tires daily. "What is unfortunate is that illegal tire dumping gives tire recycling a bad name," Grantham said.

Tire disposal

Number of scrap tires generated in Georgia annually: 10 million

Number of those that are disposed of illegally: 1.5 million

Fulton public works department's expense each year for tire disposal: \$50,000

State fee charged on each new tire larger than 12 inches that is supposed to fund a solid waste fund, but has been diverted for the past two years for other purposes: \$1

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Roberto Hernandez
(Articles are in reverse chronological order)

The Atlanta Journal-Constitution (GA)
May 16, 2011

Your Tax Dollars

Grumbling Greet Amphitheater

Supporters See Boon for South Fulton; Opponents Question Use of Funds

Author: *Johnny Edwards*

South Fulton has a lot to brag about these days. After last week's announcement that Porsche would leave Sandy Springs to build its North American headquarters near Hapeville, Fulton County officials will open the new 5,200-seat Wolf Creek Amphitheater. Supporters are counting on the venue becoming another Chastain Park, a regional draw where picnicking music fans take in classy, intimate concerts. Fulton County Commissioner William "Bill" Edwards, who has championed the \$6.1 million project for the past decade, predicts it will draw the spending power of concertgoers from throughout the metro area to nearby stores and restaurants, bolstering a local economy hit hard by the recession.

But the amphitheater is a sore subject for north Fulton residents who say it's another case of the county government using their tax money for projects that don't benefit them. State Rep. Lynne Riley, R-Johns Creek, who opposed the amphitheater when she was a Fulton commissioner, said the \$6.1 million shouldn't have come from the county's general fund. "Every citizen of Fulton County, regardless of where they live, top to bottom, is underwriting the cost of operating that facility," she said, "whether it's a gain or a loss."

Edwards said south Fulton residents pay county taxes, too. "South Fulton needs to be able to live, work and play right where they are," he said. Business owners between the amphitheater, which is off Camp Creek Parkway, and I-285 expect a boost. Anwar Noorali, owner of Camp Creek World of Beverage, predicts a 15 percent to 20 percent increase in business on concert days from wine shoppers. "Any economic activity, and concerts that bring in a lot of people, will definitely be good for the local economy," Noorali said.

But some point to the location -- in the flight path of the world's busiest airport -- as an issue. Michael Fitzgerald, a Johns Creek resident and member of the Milton County Legislative Advisory Committee, said he can't fathom making a 45-mile drive to attend a show there, not with the constant roar of jet planes overhead. "One of the problems with Fulton County is it's too big, and that's a long way," he said.

The Wolf Creek Amphitheater has stirred tensions along the way. When the construction contract was approved in 2008, Riley and Commissioner Tom Lowe were outvoted 4-2. Riley contended that figures from a 2005 feasibility study -- which predicted the amphitheater would be profitable after three years -- needed to be updated. Edwards fired back that she and Lowe were trying to sabotage a revenue-generating project that south Fulton wanted. Edwards also brought up that the county spent \$1 million on Alpharetta's Verizon Wireless Amphitheatre, which was privately built. The county's contribution came through a trade-off for north Fulton not having garbage service at the time. Gary Bongiovanni, editor-in-chief of Pollstar Magazine,

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Roberto Hernandez
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said a 5,200-seat venue will have a tough time up against the 6,500-seat Chastain Park in Buckhead, the 12,000-seat Verizon amphitheater, and the 19,000-seat Aaron's Amphitheatre at Lakewood in southeast Atlanta. The proximity to Hartsfield-Jackson International Airport won't help, Bongiovanni said. "Especially if you're talking about doing any acoustic acts," he said.

Fulton County Arts Council interim Director Michael Simanga, whose department will run the amphitheater, said he isn't worried about planes. Before construction began, the county held free concerts at the site, including Atlanta Symphony Orchestra performances. "You can't really hear it, once the music is playing," Simanga said. Grammy-winning soul/R&B singer India Arie will perform a free concert June 4 for the grand opening. No shows have been booked after that, he said, though he's in negotiations for some. Riley questions whether Wolf Creek will cover its operating costs.

The county doesn't have a detailed operating budget yet. Deputy County Manager **Rob Hernandez** said planners didn't expect the facility to be finished this soon, so the upcoming concert season will be something of a trial run, with 10 shows at the most. The plan is to recoup costs through concert bookings, and the County Commission has approved a fee schedule. Expenses should be limited to electricity, water, janitorial maintenance and groundskeeping, like any public park, **Hernandez** said.

Wolf Creek was the shooting venue for the 1996 Olympics, and it currently houses a police training center. A new library is in the works, and other plans include a sports complex, walking trails, horse trails, and an arts, cultural and events center, which also could generate revenue through bookings, Edwards said. Alre Alston, owner of the Ultimate Bar and Grille in Camp Creek Pointe shopping center, expects the amphitheater to bring him customers before and after shows. "I think it will be a good thing, as long as they bring in the quality clientele, not the rough clientele," he said.

Edwards said the county won't allow hard-core rap acts. He's looking for shows that appeal to south Fulton residents, citing performers that played free concerts -- R&B groups such as the Manhattans, the Spinners, the Dells and the O'Jays. However, he said, north Fulton residents are welcome to book shows, too. The amphitheater also can be used for church functions and graduations. On a recent visit, Edwards showed off the massive stage, the pristine dressing rooms for stars and the 4 feet of legroom between the rows of seats. He said he has no doubt the project will pay for itself. "It isn't about being sustaining," Edwards said. "Let me tell you what we want to pay: lights and water. This is for the people, for people to come out here and have a good time."

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Roberto Hernandez
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The Atlanta Journal-Constitution (GA)
January 22, 2011

Fulton Hikes Club Fees Despite Suit
Judge Declared Adult Ordinance Invalid after Free Speech Dispute
Strip Joints' Attorneys Debating Next Step

Author: *Johnny Edwards*

Fulton County will raise fees on strip clubs by hundreds of dollars this year and double them for nude dancers, even though the county remains locked in litigation over the fees after a federal judge recently declared the adult entertainment ordinance unconstitutional. With no discussion, the commission voted 5-1 this week to raise a list of fees on businesses and residents in unincorporated south Fulton expected to generate an extra \$303,601 per year. Amid new and increased rates for false alarms, fire safety inspections, escort services and door-to-door salesmen were several license and permit hikes on the county's three nude bars off Fulton Industrial Boulevard.

Attorneys for the clubs say they are considering what to do: whether to seek an injunction or pay the fees and hope to recoup them as damages. "I don't know what right they have to increase them when the case is still being litigated," said Jim Cline, who represents Riley's Showbar. "I guess they can do whatever they want. I guess we can argue about it when we get to the end." **Rob Hernandez**, the deputy county manager for the South Fulton Special Services District, said the county attorney advised officials that since the lawsuit is still pending, Fulton is justified in raising the fees. If a club refuses to pay, it could have its license revoked and would face closure, he said. "There was an injunction ordered on certain aspects of the ordinance, but not all aspects of the ordinance," **Hernandez** said.

County Attorney R. David Ware did not return messages from The Atlanta Journal-Constitution inquiring about the issue. The judge's ruling arose from a First Amendment lawsuit filed by a group of clubs in 2001 that challenged the county's revved-up regulation of nude dancing as a prior restraint on free speech, part of a larger battle being waged throughout metro in both state and federal courts. The clubs won the 2001 case in U.S. District Court. It was reversed on appeal, and then it was sent back to District Court. In November 2010, Senior U.S. District Judge Robert Vining ruled that the code illegally put the clubs through a bureaucratic wringer, making them wait indefinitely for approval from police, fire and building departments. While Vining withheld judgment on whether the fees were too high, he did say that if sections of the ordinance don't hold up, none of it can stand. "Judge Vining has said that we don't have an ordinance," Cline said. "Unless they appeal, then there's no ordinance unless they go back and pass one."

But starting Feb. 1, the county will raise the cost of an adult entertainment license from \$6,000 to \$6,400 and annual license renewal from \$4,000 to \$4,300. Employee permits will rise from \$300 to \$325, permit renewals from \$50 to \$100, employee background checks from \$50 to \$55 and fire inspections from \$30 to \$75. The increases are expected to generate an additional \$11,590 per year. Cary Wiggins, an attorney for Fannie's Cabaret, said that since nude dancing is protected speech, a county's licensing fees can be no more than the cost of regulation. He said

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there is no evidence that nude bars cause any more problems for police than regular bars, and he doesn't see how Fulton can charge \$4,000 to renew a license, much less \$4,300. "I'm just unaware of any evidence justifying a rate hike," Wiggins said.

The third club off Fulton Industrial, Club Babe's, isn't taking part in the lawsuit. Managers at all three declined interview requests. Wiggins also represents two Sandy Springs clubs that, while no longer in unincorporated Fulton, are seeking back compensation from the period before Sandy Springs became a city. As with the state government and other local jurisdictions, the Fulton fee hikes are part of a strategy to make up for declining revenue without burdening property-tax payers. **Hernandez** said he is also trying to recover costs and adjust an array of charges, many of which haven't changed in five years, for inflation. North Fulton Commissioner Liz Hausmann cast the sole dissenting vote Wednesday. She told the AJC that she opposes raising any fees or taxes in this economy without reducing spending. She said she wasn't aware of the strip club issue.

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Roberto Hernandez
(Articles are in reverse chronological order)

The Atlanta Journal-Constitution (GA)
May 17, 2010

County Targets Image Change
Campaign is to Clean up Fulton Industrial
Code Enforcers, Police Start out Cracking Down on Boulevard's Motels

Author: *Steve Visse*

Fulton County has an image problem with its huge warehouse district: Its legitimate economic opportunities sometimes have been overshadowed by its undesirable qualities. This has caused companies to bypass it and take their business across the Chattahoochee River to Cobb and Douglas counties, or get out of Fulton and relocate. "We have had tenants who have been there for years and years and who decided to move across the river," said Tom Flanigan, ING Clarion asset manager. "I don't think it was taxes." To attract new business and keep what it has, Fulton is pushing a campaign designed to clean up what it says is the 10 percent of Fulton Industrial Boulevard that gives the rest of it a bad name. For starters, code enforcers and police have targeted motels that allegedly were centers for sex and drug trades; three were closed for health and safety violations, and a fourth was sold to a new owner, who refurbished the property and secured a Days Inn franchise.

The new motel has posted rules in the lobby banning unregistered guests from rooms and requiring identification to reserve a room as a customer. "We got rid of a hub of criminal activity," said Tom Phillips, county code enforcement administrator. "You can walk in there now and say, 'I can stay here.' Two years ago you wouldn't have said that. You might not even have walked in there." At its last meeting, the County Commission banned truck drivers from parking their big rigs in vacant lots off the boulevard and using them as unofficial truck stops. "Truck stops, as you know, have a link to prostitution," Phillips said. Even strip clubs such as Fannies' Cabaret are seeking a more orderly boulevard. Fannies' is trying to distance itself from prostitution, specifically the hookers who regularly have solicited the club's clientele when arriving and leaving. The club hired security to run them off. "It didn't used to be this way 15 years ago," said Thomas Madden, Fannies' Cabaret general manager.

Police have cracked down, making 107 prostitution arrests in the past two years compared to 41 in the three previous years, according to county statistics. The county is committed to restoring a clean-cut image to the boulevard's seven-mile roadway that runs from Fulton County Airport at Charlie Brown Field to Campbellton Road in south Fulton, according to Deputy County Manager **Rob Hernandez**.

The area has 89 million square feet of warehouse and commercial space but a county study released in March showed that several buildings and warehouses, developed in the 1960s and 1970s, are practically unusable. Seven properties are listed on the Georgia Hazardous Site Inventory, including five for the presence of cancer-causing vinyl chloride. Noting its potential, the study described the boulevard as potentially one of the largest and most prestigious warehousing and transportation hubs east of the Mississippi River. "Today it may still be the largest, but it has lost much of its prestige," the report concluded. Last month, the county used

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Roberto Hernandez
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the area blight and vacant warehouses to have the district reclassified as an opportunity zone urban redevelopment area. That allows it to borrow \$26 million from a federal bond program and give employers a \$3,500 tax credit for each new job for 10 years. **Hernandez** said the county wants to use the bond money to install crime surveillance cameras in the area. A \$100,000 federal grant already was secured to increase police patrols and hire seven officers specific for south Fulton. "We're serious about this," **Hernandez** said. "We have put together everything we have available in our tool box to assist Fulton Industrial."

Satellite offices for county services and commissioners Emma Darnell and Bill Edwards have been set up to show the county is committed to improving the area. People have noticed. Companies recently either bought or leased separate industrial properties that cover a combined 260,000 square feet. With upgrades, the area should be able to sell itself. It is located in the center of a metro area that promotes itself as a national transportation hub. Fulton Industrial offers a regional airport and is close to Hartsfield-Jackson International Airport. I-20 is located nearby, as is the Norfolk Southern Intermodal container shipping yard in Austell, an industrial area crisscrossed by railroad tracks.

A next step would be to develop a Community Improvement District, which has happened elsewhere in Fulton and in Cobb, DeKalb and Gwinnett counties. CIDs require commercial property owners to tax themselves to pay for development plans, transportation alternatives and security. Boulevard activists so far have been unable to obtain 51 percent approval of the property owners to install a CID, which increases tax bills by 3 or 4 mills. Yet one man on board with this idea is Madden, the strip club manager, who recognizes that even the adult entertainment business needs better security. "We have to keep it clean here," he said.

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Roberto Hernandez
(Articles are in reverse chronological order)

The Atlanta Journal-Constitution (GA)
October 9, 2008

Fulton Begins Taking Steps to Aid 911 Center

Author: *D. L. Bennett*

Fulton County has begun making changes that officials hope will improve a 911 center beset by chronic understaffing and dangerous operator errors. By filling 12 vacancies and promising reforms to reduce job-related stress, county officials say they should be able to boost both work quality and employee retention. "We are adamant when we say we are going to solve the problems in the center," said **Roberto Hernandez**, deputy county manager. "Once we know all the facts, we will address it immediately. We will fix it."

Problems at the center that takes emergency calls and dispatches aid were discovered in August when an operator mistakenly sent help to the wrong location for a Johns Creek woman who later died. An Atlanta Journal-Constitution investigation found more than 1,000 write-ups of employees during the past five years for everything from fighting, dispatching mistakes and chronic tardiness to falling asleep on the job. Current and former employees complained that understaffing leads to workers being routinely forced to work 12- and 16-hour days, straining family life and causing conflicts in the center, dispatching and call-taking errors. The inquiry found mistakes that endangered not only callers seeking help but the emergency crews sent to provide aid.

Fulton also has launched three of its own investigations -- one by an outside consultant reviewing center operations, another by police of the incident on Aug. 2 and a third by **Hernandez** and others looking at employee satisfaction issues. Rather than wait for those all to be complete, County Manager Zachary Williams has filled 12 of 33 openings for communications officers and supervisors by reassigning operators who previously provided service for the city of Milton under contract. Milton dispatching is now handled by Alpharetta.

"This definitely should add value and reduce stress on the staff," said Commissioner Lynne Riley, who represents the city of Johns Creek, where Darlene Dukes died Aug. 2. Fulton also has in process two classes of trainees who should be able to fill all the remaining spots, a move he hopes will cut down on stress at the center and reduce conflict and mistakes. Everyone should be on the job within six months, **Hernandez** said.

"We remain committed to excellence in all public safety services, and recognize that 911 operators are the first link in the chain of emergency response," said Williams. "These men and women save lives each day." The auditor's report is now due Nov. 10. The internal probe by police should wrap up this week. **Hernandez** said the committee's work on employee issues is ongoing and its plans address issues like child care for employees who work odd hours and stress management.

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Roberto Hernandez
(Articles are in reverse chronological order)

The Atlanta Journal-Constitution (GA)
October 5, 2008

Not Enough Workers and a lot of Slack

Author: *Heather Vogell & D. L. Bennett*

A supervisor told 911 worker JoLynn Griffin she didn't have any days left for vacation. The Fulton County emergency center had barely enough workers to cover shifts. But Griffin went on a cruise anyway. She returned to find her job waiting, her personnel file shows, just as it had been when she'd missed work before. Chronic absenteeism and tardiness are among the center's most vexing problems, records and interviews suggest, accounting for roughly a quarter of all personnel infractions and aggravating a staffing shortage that can mean marathon shifts for the dispatchers who do show up. Griffin is one of scores of Fulton 911 employees who racked up roughly 280 sanctions for arriving late or not at all -- often on multiple days -- a database of personnel actions since January 2004 reveals. The problem is likely worse; officials say their data is not comprehensive.

No-shows were counseled, warned and occasionally suspended. But they were rarely fired, data show. Some workers accumulated long disciplinary histories that included 911 call errors as well as absences, and they weren't terminated, according to personnel files. "It appears that certain violations of performance were tolerated or forgiven, for lack of a better word, in order to maintain the staffing required to operate the center," said Lynne Riley, a Fulton commissioner. Losing trained employees wasn't an attractive option for the 911 center. In recent weeks, as many as a third of the center's total positions have sat vacant. Deputy County Manager **Rob Hernandez** said staffing shortages are common at 911 centers, but Fulton's center needs to train more new workers and improve retention. A county consultant should address discipline problems such as absenteeism, he said. "In general, discipline was used like a tool -- a management tool -- rather than as a last resort," he said. "It may have lost its intended effect."

Data show at least eight 911 workers have been sanctioned 10 or more times for playing hooky or walking in late since 2004. Migraines, oversleeping and not feeling well were regular excuses, files say. Employees also blamed a pet illness, panic attack, traffic, getting back in town late, driving a child to school, car problems and a broken toilet. Even current center director Crystal Williams has filed her share of tardy slips, records show, citing late starts, trouble finding parking, feeling ill and, on at least three days, alarm clock malfunctions. Reached by phone, she declined to comment. Former 911 center employees said chronic tardiness and absenteeism led to feuding among staffers. Cassandra Eloi said that during her year at the center it was common to be held over for extra work because others failed to show. Those who did come in often worked 12 to 16 hours straight, she said. "You are running a 911 center on minimal staffing every day," said Eloi, who was fired for being rude to callers. "You have calls holding. You have calls dropping, every day."

Griffin left without permission for the cruise and two other short vacations between September 2003 and March 2004 -- in addition to taking dozens of sick days and showing up late at least 14 times, records show. Alfred "Rocky" Moore, the center's director at the time, wrote in a March

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2004 letter that he was considering dismissing her. "Your personal vacation [cruise] did not justify an emergency vacation," he wrote. But Griffin hung on, volunteering for a demotion instead. Her tardiness continued. One night in January 2006, the call center sent a Fulton sheriff's car to pick her up for work because she had car trouble, records show. Later that year, she was suspended after supervisors said an error she made delayed response to a fire call. She took disability retirement in mid-2007.

Griffin, a 23-year center veteran who was called "an excellent supervisor" in a 1995 job review, said in an interview she disputes that she caused a delay on the fire call, or that her unpaid leave resulted in a staffing shortage that couldn't be covered. She said she was singled out for infractions that others -- including supervisors -- also committed. She felt Moore had a grudge against her. "There was no reason to deny me," Griffin said of her vacation requests. "It's not like I didn't do my share of covering for people, either."

Other workers also complained discipline was not handed out evenly. "There are subjects who manage to be sick every payday weekend and never receive any type of discipline from your same staff," communications officer Francesca Pearson wrote in an April memo to Moore. Pearson could not be reached for comment for this article. Morale was low. After a supervisor threatened one employee with suspension for tardiness, she responded: "go ahead and suspend me that's one less day that I have to work here," a note in her personnel file said. Moore, who was reassigned, did not return three phone messages seeking comment.

The 911 center hasn't lacked the money to fill vacancies. For the past three years, the center -- funded by fees tacked onto phone bills -- has ended the year with excess cash in its salary account, records show. In 2007, it finished nearly \$1 million richer than it started. Instead, **Hernandez** said the center appears unable to keep up with attrition. Some drop out during the intense six-month training period. Others start but find the pressure and night shifts unworkable. Child care and worries about job security as some cities encroach on Fulton's call territory are also factors, he said. He said he does not want to second-guess center managers on their handling of absent employees. But it is a serious problem. "I know my boss would consider that to be job abandonment," he said.

Data analysts John Perry and Megan Clarke and staff writer Cameron McWhirter contributed to this article. 32 emergency calls delayed. Six of those calls were delayed more than 20 minutes.

- * 23 instances of employees being orally abusive, fighting, being unprofessional or disruptive in the call center. 34 write-ups for poor customer service. 9 instances of dispatchers sleeping on duty. 280 write-ups of not showing up to work or showing up late. 147 write-ups for not meeting monthly standards for speed and safety by the department.
- * Numbers based on a review of the incomplete database of disciplinary actions against employees at Fulton County's 911 center.

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Roberto Hernandez
(Articles are in reverse chronological order)

Sun Sentinel - Fort Lauderdale (FL)
April 29, 1997

Conditions for Planned Shelter don's Allay Fears

Author: *Robin Benedick*

No matter how many conditions the city puts on the proposed homeless shelter on West Sunrise Boulevard, they won't appease nearby property owners who worry about transients congregating near their homes, businesses and public parks. "Those conditions won't keep vagrants from wandering around the neighborhoods," said Fort Lauderdale Vice Mayor Tim Smith, who is among the shelter's harshest critics. "Unless there are incredibly stringent rules that you can only go in by vehicle and leave by bus, that neighborhood is going to be overrun."

Smith and neighborhood leaders are hoping to derail Broward County's plans for a \$7.7 million shelter at 600 W. Sunrise Blvd. Their first chance comes at a special meeting of the city Planning and Zoning Board at 6:30 p.m. Wednesday at City Hall, 100 N. Andrews Ave. The board's recommendation goes to city commissioners for hearings. One of the conditions the city wants to put on the proposed 200-bed homeless assistance center is that it accept no walk-ins - only tenants who are referred there by an agency or police. That means homeless people now accustomed to staying the night at Tent City, the dingy open-air camp in a downtown parking lot, won't get into the new shelter without referrals.

Opponents are pushing the planning board to delay approval until Broward hires a not-for-profit group to run the center and community leaders raise \$3 million in private donations for the project. The shelter is expected to be completed in 18 months once city approvals are granted. Broward County's architect, Edward Seymour, has designed a two-story shelter patterned after one in Miami. The building would face Sunrise Boulevard, but entrances and parking would be at Northwest Sixth and Seventh avenues. The fenced campus would have separate men's and women's dormitories with room for families, classrooms, a medical clinic, day-care center, dining hall and courtyard.

City planners are recommending approval with these conditions:

- Availability: Center must give priority to Fort Lauderdale's homeless who are within two miles of the center.
- Security: Center must pay for 24-hour security inside and outside the campus.
- Curfew: Center must require tenants to be inside from 8 p.m. to 7 a.m. daily. Exceptions would be made for school or work.
- No walk-ins: Center must not accept people without a referral. Center also must establish a no-loitering policy on the property and post signs.
- Citizen board: Center must set up a neighborhood advisory board.

County officials said they were designing a shelter that wouldn't be a magnet for uninvited homeless people. "The word will quickly get out among the homeless that this facility does not accept walk-ins," said **Rob Hernandez**, Broward County's assistant director of Human Services. With more than 5,000 homeless people in Broward, the shelter is billed as the first of several to

Internet – Newspaper Archives Searches
Roberto Hernandez
(Articles are in reverse chronological order)

address a growing problem that could get worse under new federal and state welfare reforms. Homeless advocates worry that police will enforce trespassing and other city laws too eagerly to chase transients from public places. "Being homeless is not a crime and it shouldn't be that they go to jail for that," said Dianne Sepielli, a member of the county's homeless advisory board.

Internet – Newspaper Archives Searches
Roberto Hernandez
(Articles are in reverse chronological order)

Sun Sentinel - Fort Lauderdale (FL)
March 13, 1994

New Refugees like Broward Cuban Immigrants Find more Opportunities, Less Congestion

Author: *Lyda Longa*

When Geovanny Montes de Oca and 11 of his friends set sail from Havana for the United States aboard a rubber raft in October, Montes de Oca's friends couldn't stop talking about Miami. But after the men were rescued by the U.S. Coast Guard and taken to Key West, Montes de Oca set his sights on a different place: Broward County. His relatives had described Broward as an area where plenty of opportunities could be found. "I like Miami, but up here, there's less congestion and life is more relaxed," Montes de Oca said in Spanish. "I love it here because I'm learning English, I have a job and I even got a car," he said. Montes de Oca works at the Fort Lauderdale-Hollywood International Airport's catering service. Montes de Oca, who lives with friends in west Hollywood, is not alone. In the past six months, a colony of about 50 or 60 Cuban rafters has taken root in Hollywood and Fort Lauderdale.

The reason is simple: The rafters believe that employment and housing are easier to get in Broward than in Dade County. Historically, rafters have flocked to Dade County because they felt more comfortable among their Cuban countrymen, said **Roberto Hernandez**, executive director of Hispanic Unity of Florida. But that's changing. "Lately, the rafters have learned that in Broward there is less congestion and a better chance of finding a job," **Hernandez** said. "Many of them also have friends and family in the area who have told them that Broward County has less Hispanics and less competition for work."

According to the 1990 U.S. Census, there were roughly 109,000 Hispanics in Broward County compared to almost 1 million in Dade. Of those, there were 24,000 Cubans in Broward and almost 570,000 Cubans in Dade. Hector Nodarse, 29, heard about Broward County when he was still in Havana earlier this year. Nodarse was a sound technician with El Ballet Nacional de Cuba - the Cuban National Ballet. "I like the hustle and bustle of Miami because it reminds me of Havana, but I already have a job here {in Broward}," Nodarse said. "Broward is a little too quiet for me, but I'll get used to it."

Brothers Roberto and Raydel Rivera of Dania are two more Cuban rafters who ended up in Broward. The Riveras arrived in Miami aboard a rubber raft in December; they came from the Cuban port town of Mariel. Both are learning English at a night school in Hollywood. "I lived in Miami for about a month before I came to Dania, and I tell you life is better here," Roberto Rivera, 22, said in Spanish. "I'm learning English, I just got my driver's license and soon, I know I'll have a job. Once I get that I'll get my own apartment. Life is good here."

Internet – Newspaper Archives Searches
Roberto Hernandez
(Articles are in reverse chronological order)

Sun Sentinel - Fort Lauderdale (FL)
February 22, 1994

Planned Center may Help Elderly Hispanics

Author: *Lyda Longa*

Inez Carrascillo is an elderly Hispanic woman who wants somebody to talk to. When you're 76 and the only language you speak is Spanish, it's hard to make friends in a neighborhood filled mostly with young working Anglos. Soon, Carrascillo, who is Cuban, and other elderly Hispanics in Broward County could have a place to spend time together, working on arts and crafts and chatting in Spanish.

Roberto Hernandez, director of Hispanic Unity of Broward, said he hopes to open the county's first senior center for Hispanics in the next few months. The proposed center, which would be in Hollywood, would provide activities, meals, transportation and companionship for Broward Hispanics over 60. The 1990 U.S. Census estimated there were 11,891 elderly Hispanics in the county. "There is no single place in Broward County where elderly Hispanic people can go just to talk and relax with their peers," **Hernandez** said. "When you reach a certain age, you want to be with other people who share a similar culture and can understand you."

Hernandez, 27, has applied for a \$100,000 county grant that would pay for four full-time employees for the planned center. Last year he purchased a 7,000-square-foot building at 5840 Johnson St. for the center with the help of a grant from the city of Hollywood. Edith Lederberg, executive director of the Area Agency on Aging, said she has promised **Hernandez** that her organization would provide meals for the center once it opens.

Although there are a handful of senior centers scattered throughout the county, Lederberg and other social service officials agree that none cater specifically to Broward's Hispanic elderly. "We have several senior centers throughout the county, but elderly Hispanic people won't go there because they feel uncomfortable and out of place," Lederberg said.

That feeling is not limited to elderly Hispanic people. Gema **Hernandez**, a sociologist and associate professor at Nova University's School of Business, said the sentiment is shared by most elderly people of varying ethnic backgrounds. "As we age, most of us have a need to return to our ethnic roots," **Hernandez** said. Carrascillo, who stays alone during the day in her west Hollywood home while her daughter and grandchildren go to work and school, said she needs someone to interact with during those long hours.

Research Compiled by: Amanda Dillabough
 Colin Baenziger & Associates

Appendix D

*St. Johns County, FL Resolution Thanking
CB&A for Its Outstanding Service*

RESOLUTION NO. 2007-23

A RESOLUTION OF THE COUNTY COMMISSION OF ST. JOHNS COUNTY, FLORIDA, THANKING COLIN BAENZIGER & ASSOCIATES FOR ITS OUTSTANDING EFFORTS IN CONDUCTING THE EXECUTIVE SEARCH FOR THE COUNTY'S NEW ADMINISTRATOR; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, St. Johns County retained Colin Baenziger & Associates (CB&A) to identify and recommend strong candidates to be the County Administrator;

WHEREAS, CB&A's staff worked diligently to find and produce excellent candidates, and then provided the County Commission with comprehensive materials concerning the candidates' aptitude, experience, background, complete and thorough interviews, references, extensive checks of criminal, civil and financial history, verification of employment and education, and exhaustive reviews of Internet and newspaper archives of these candidates; and

WHEREAS, CB&A's process was completely open, fair and unbiased and was extremely well received by the County Commission, county staff, the press, and the public; and

WHEREAS, the County Commission wishes to express its gratitude to Colin Baenziger & Associates for its efforts on behalf of the county;

NOW BE IT THEREFORE RESOLVED BY THE COUNTY COMMISSION OF ST. JOHNS COUNTY, FLORIDA AS FOLLOWS:

Section 1: Recitals. The preceding recitals are true and correct and are incorporated herein by this reference.

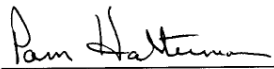
Section 2: Acknowledgement. The County Commission wishes to express its sincere appreciation and gratitude to Colin Baenziger & Associates for its outstanding work and effort in assisting the county in finding its County Administrator.

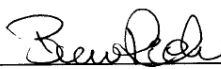
Section 3: Effective Date. This resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 21 day of August, 2007.

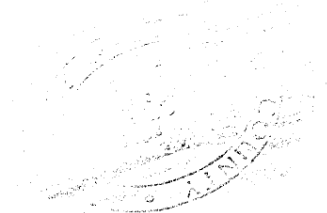
ATTEST: Cheryl Strickland, Clerk

**BOARD OF COUNTY COMMISSIONERS
ST. JOHNS COUNTY, FLORIDA**

By: 
Deputy Clerk

By: 
Ben Rich, Chairman

Rendition Date: 8/23/07



Appendix E

Comments from Dale Martin on CB&A's Vetting Process

Fernandina Observer™

A JOURNAL OF NEWS AND OPINION

Weekly comments from Dale Martin

By Dale Martin, City Manager, City of Fernandina Beach

March 18, 2016 1:00 a.m.

The vetting process employed by Mr. Colin Baenziger following my application to the City of Fernandina Beach was the most thorough review of my career, credentials, and references that I have ever experienced. In the months leading to my appointment here, I was interviewed in several other communities for similar City Manager positions. Despite getting to the interview stage in those communities, none of my references ever indicated to me that they had been contacted. As part of the selection process here, I was required to provide an exhaustive list of references, some very specific, such as my current Town Attorney, auditor, Chamber of Commerce, etc. To the best of my knowledge, every single reference provided was contacted.

The historic information provided to the City Commission for each candidate was extensive. Reading through the older newspaper articles rekindled so many memories- the personalities and issues from earlier days illustrate some peaks and valleys over the past twenty years. It has been a wonderful ride.

Note: Mr. Martin reminisces about his career for the remainder of the article. The full article can be found at:

<http://fernandinaobserver.com/2016/03/18/weekly-comments-from-dale-martin-5/#more-65218>

File Attachments for Item:

9. Discussion of September 11, 2023 vote regarding Section 2-53 of the Code of Ordinances relating to the compensation of Mayor and Council Members (City Attorney Todd Kennon)

Note: Item removed from 10/16/2023 agenda until such time full council in attendance.

ANNUAL CITY COUNCIL RAISE OPTIONS

Current City Code:

Sec. 2-53. - Compensation of mayor and councilmembers

- (a) The annual compensation paid to the mayor shall be \$9,540.00, and the annual compensation paid to each city councilmember shall be \$8,480.00. Such compensation shall be paid in 12 equal monthly payments.

- (b) Commencing fiscal year October 1, 1989, the annual compensation provided for herein shall be adjusted annually by that same percentage adjustment in annual compensation granted to general employees of the city.

Option 1:

- (b) Commencing fiscal year October 1, 1989, the annual compensation provided for herein shall be voted upon each fiscal year during the budget process to determine if council is to receive a raise for the next fiscal year. The percentage of any raise cannot exceed the percentage of raises awarded to other city employees. ~~adjusted annually by that same percentage adjustment in annual compensation granted to general employees of the city.~~

Option 2:

- (b) Commencing fiscal year October 1, 1989, the annual compensation provided for herein shall be adjusted annually by that same percentage adjustment in annual compensation granted to general employees of the city. Each fiscal year the council may dispense with awarding of a raise by majority, super majority or unanimous vote.

NOTE: If this option is selected, it is recommended that an opinion from an employment law firm be requested to ensure the legality of the process as it pertains to employment law and wages.

Option 3:

Leave the pay raise method as currently written.

File Attachments for Item:

10. City Council Resolution No. 2023-123 - A resolution of the City Council of the City of Lake City, Florida, appointing John Andrew Miles as a member of the Board of Trustees of the Lake City Municipal Police Officers Retirement Trust Fund.

CITY COUNCIL RESOLUTION 2023-123

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, APPOINTING JOHN ANDREW MILES AS A MEMBER OF THE BOARD OF TRUSTEES OF THE LAKE CITY MUNICIPAL POLICE OFFICERS RETIREMENT TRUST FUND.

WHEREAS, Ordinance No. 99-859, as amended, provides that the Board of Trustees of the Lake City Municipal Police Officers Retirement Trust Fund (hereinafter the “Board of Trustees”) shall consist of five (5) persons. Two (2) of the five (5) members of the Board of Trustees shall be legal residents of the City of Lake City and shall be appointed by the City Council. Two (2) members of the Board of Trustees shall be police officers elected by a majority of the police officers who are active members of the plan. A fifth member of the Board of Trustees shall be chosen by a majority of the other four (4) Trustees, and such person’s name shall be appointed the fifth member selected by the other four (4) Trustees as a ministerial duty; and

WHEREAS, the Board of Trustees has had a recent vacancy; and

WHEREAS, John Andrew Miles, who resides in the City, has expressed a desire to serve as a City Council appointed member of the Board of Trustees; and

WHEREAS, the City Council desires to elect John Andrew Miles to serve a four (4) year term commencing retroactively to _____, 2023, and ending at Midnight, _____, 2027, or until his successor is appointed.

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

Section 1. The above recitals are all true and accurate and are hereby incorporated in this resolution.

Section 2. That John Andrew Miles is hereby appointed as an elected members to the Board of Trustees to serve a four (4) year term commencing retroactively to _____, 2023, and ending at Midnight, _____, 2027, or until his successor is appointed.

PASSED AND ADOPTED at a meeting of the City Council on this ___ day of November 2023.

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

**CITY OF LAKE CITY, FLORIDA
CITY BOARD/COMMITTEE APPLICATION**

Dear Applicant:

Thank you for your interest in serving the City of Lake City as a member of a "Citizen" board or committee. We appreciate your willingness to help our elected and appointed officials shape the future of Lake City.

Please note, the City of Lake City is subject to FS 119, therefore this application is subject to disclosure absent any applicable exemptions.

<u>John</u>	<u>Miles</u>	<u>A</u>
First Name	Last Name	Middle Initial
<u>exempt from FS119</u>		
Home Address		
<u>Lake City</u>	<u>FL</u>	<u>32055</u>
City	State	Zip
<u>(386) 984-2637</u>	<u>milesa@lcfra.com</u>	
Phone Number	Cell#	Email

The following list compiles the active Boards and Committees of the City. Membership is limited to only one board. Please indicate your preference by marking which Board(s) or Committee(s) you would like to serve:

- Beautification Advisory Committee _____
- Community Redevelopment Advisory Committee _____
- Utility Advisory Committee _____

- Planning and Zoning Board _____
- Board of Trustees – Municipal Firefighters Pension Trust Fund _____
- Board of Trustees – General City Employees Retirement Plan _____
- Board of Trustees – Lake City Municipal Police Officers Retirement Trust Fund

- Charter Review _____
- Other: _____

Please indicate any certifications, skills, or experience that you feel will benefit the City through your service on a Board or Committee.

I have previously served on this board for more than 15 years. and have attended numerous trainings

While not required, please feel free to attach a resume to this application.

File Attachments for Item:

11. City Council Resolution No. 2023-124 - A resolution of the City Council of the City of Lake City, Florida, authorizing the City to execute a Commercial Lease Agreement between the City of Lake City, Florida and RG Ambulance Service, Inc. D/B/A Century EMS-Columbia County.

CITY COUNCIL RESOLUTION NO. 2023-124

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA AUTHORIZING THE CITY TO EXECUTE A COMMERCIAL LEASE AGREEMENT BETWEEN THE CITY OF LAKE CITY, FLORIDA AND RG AMBULANCE SERVICE, INC. D/B/A CENTURY EMS-COLUMBIA COUNTY.

WHEREAS, the City of Lake City, Florida, (hereinafter the "City"), and RG Ambulance Service, Inc. d/b/a Century EMS-Columbia County (hereinafter "Century EMS Services") have mutually agreed to enter into a commercial lease agreement for a portion of property located at 225 NW Main Blvd Ste 101, Lake City, Florida (hereinafter "Fire Station 1"); and

WHEREAS, the City Council desires to enter into a *Commercial Building Lease Agreement* (hereinafter the "Agreement"), a copy of which is attached hereto as "Exhibit A"; and

WHEREAS, the City Council finds that it is in the best interests of the City to enter into the Agreement for the purpose of providing efficient and cost-effective ambulance, emergency, and non-emergency medical services for the City.

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

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

Section 2. The City Council hereby approves the Agreement between the City of Lake City, Florida and Century EMS Services and authorizes the Mayor to execute the *Agreement* on behalf of the City.

Section 3. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED a meeting of the City Council this ____ day of October 2023.

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

COMMERCIAL BUILDING LEASE AGREEMENT

THIS LEASE is made between the City of Lake City, Florida, a political subdivision of the State of Florida, whose mailing address is 205 North Marion Avenue, Lake City, Florida 32055, (hereinafter “Lessor” or the “City”), and RG AMBULANCE SERVICE, INC. DBA CENTURY EMS-COLUMBIA COUNTY (“CENTURY EMS SERVICES”), whose mailing address is 2110 Herschel Street, Jacksonville, Florida 32204 (hereinafter “Lessee”). Lessee hereby offers to lease from Lessor a premise situated in Lake City, Florida, described as those portions of Fire Station 1 and Fire unit buildings currently being occupied for EMS purposes, but excluding those areas occupied by the City for its Fire Department purposes, 225 NW Main Blvd Ste 101, Lake City, Florida (hereinafter “Fire Station 1”), the premises consists of the Women’s dorm for sleeping purposes and the use of one Bay area, upon the following terms and conditions.

RECITALS

WHEREAS, Lessor has available space at its Fire Station located at 225 NW Main Blvd Suite 101, Lake City, Florida, and Lessee is in need of space to place one of its ambulances which provides emergency response to the citizens of the City and Columbia County, Florida; and

WHEREAS, Lessor has determined that this Lease Agreement is in the best interest of the residents and citizens of Columbia County, Florida, in furtherance of the Lessor’s goal to provide the most efficient and cost-effective provision of ambulance and emergency and non-emergency medical services for the City and Columbia County.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, and for other good and valuable considerations, the adequacy and sufficiency of which is hereby acknowledged by both parties by the execution hereof, Lessor and Lessee agree as follows.

1. **TERM AND RENT:** Lessor demises the Premises for a term of one (1) year commencing October 1, 2023, and terminating September 30, 2024, or sooner as provided herein, with the first monthly rent payable by Lessee to Lessor on or before October 1, 2023 and each month thereafter for the duration of each tenancy, at the rental rate fixed as follows:

CR 18 Station 49	\$1,000.00
Total Monthly Rent	\$1,000.00

2. **USE:** Lessee shall use and occupy the Premises for operating emergency medical services for Columbia County, Florida in

furtherance of the Agreement. Lessor represents that the Premises may be lawfully used for such purposes.

FIRE: All Century employees, invitees, and guests shall be subject to comply with all Standard Operating Procedures of the Lake City Fire Department during their use of the premises. Any violation of the Standard Operating Procedures by Century employees, their invitees, or guests, shall be grounds for termination of this Lease Agreement. The City of Lake City Fire Chief or Designee in charge shall enforce the Standard Operating Procedures as to all Century employees, invitees, and guests.

3. **ALTERATIONS:** Lessee shall not, without first obtaining the written consent of Lessor, make any alterations, additions, or improvements in, to or about any of the Premises. The consent of the Lessor to Lessee's request shall not be unreasonably withheld by the Lessor.
4. **ORDINANCES AND STATUTES:** Lessee shall comply with all statutes, ordinances, and requirements of all municipal, state, and federal authorities now in force, or which may hereafter be in force, pertaining to the premises, occasioned by or affecting the use thereof by Lessee.
5. **REPAIRS:** Except when caused by Lessee's negligence or misuse of the premises by Lessee or its employees, agents, or invitees, Lessor shall maintain and repair the roof, external walls, HVAC, plumbing, and electrical. All other repairs and maintenance shall be the responsibility of the Lessee. Lessee shall also be responsible for its own janitorial, garbage, and operations expenses of the building.
6. **DEFAULT:** Each of the following events shall constitute a default or breach of this Lease by Century EMS Services:
 - a. If Century EMS Services shall fail to pay City any rent, additional rent or any other payment of money when the same shall become due and shall not make such payment within ten (10) days thereof.
 - b. If Century EMS Services shall fail to perform or comply with any of the conditions of this Lease (other than the payment of rent or any other money), and if the nonperformance shall continue for period of thirty (30) days after written notice thereof by City to Century EMS Services.
 - c. If Century EMS Services shall vacate or abandon the Leased Premises.

- d. If this Lease or the interest of Century EMS Services hereunder shall be transferred to or pass to or devolve on any other entity except in the manner herein permitted.
 - e. If Century EMS Services either voluntarily, involuntarily or otherwise by operation of law be dissolved.
 - f. If Century EMS Services either voluntarily or involuntarily is adjudicated bankrupt.
 - g. If a receiver or trustee shall be appointed of the property of Century EMS Services or if any levy shall be made against the leasehold interest of Century EMS Services.
7. **REMEDIES UPON DEFAULT:** If any rent required by this Lease is not paid within ten (10) days after it is due, or any other default is not corrected within thirty (30) days from notice of default, the City shall have the option to:
- a. Terminate this Lease, resume possession of the Leased Premises for its own account and recover immediately from Century EMS Services the difference between the rent specified in this Lease and the fair rental value of the Leased Premises for the remainder of the term reduced to present worth, or
 - b. Resume possession and re-lease or rent the Leased Premises for the remainder of the term for the account of Century EMS Services and recover from Century EMS Services at the end of the term, or at the time each payment of rent become due under this Lease, as the City may choose, the difference between the rent specified in this Lease and the rent received on the re-leasing or renting, or
 - c. Pursue any other remedy or remedies provided by law, in addition to those herein above provided.
8. **PERFORMANCE AFTER DEFAULT:** The continued performance by City under this Lease for any period after a default by Century EMS Services shall not be deemed a waiver of any right on the part of City to terminate this Lease for such default. No waiver for City of any default by Century EMS Services shall be construed to be or act as a waiver by City of any subsequent default.
9. **ASSIGNMENT AND SUBLETTING:** Lessee shall not assign this Lease or sublet any portion of the Premises without prior written consent of the Lessor. Any such assignment or subletting without consent shall be void and, at the option of the Lessor, may terminate this Lease.

10. **ENTRY AND INSPECTION**: Lessee shall permit Lessor or Lessor's agents to enter upon the Premises at reasonable times and upon reasonable notice, for the purposes of inspecting the same.
11. **INSURANCE AND INDEMNITY**: Lessee, at its expense, shall maintain public liability insurance, including bodily injury and property damage, insuring Lessee and Lessor as provided in Paragraph 13. of the Agreement. Lessee shall keep and hold Lessor harmless from any liability for loss or damage to person or property occurring in any cause or causes in or connected with or about the premises or arising out of Lessee's occupancy of said premises, or any failure by Lessee to maintain any portion of the premises which it is obligated to maintain under this Agreement. Lessee shall at all times defend, indemnify and hold Lessor harmless against any and all claims, actions, suits, from and against any and all liability, loss, damage, costs, charge, attorney's fees and other expenses.
12. **LIABILITY INSURANCE**: At all times during the term of this Lease, and during any use, occupancy, or possession of the Leased Premises before such term commences, Century EMS Services shall, at its expense, provide public liability and property damage insurance with a company approved by City. Such insurance shall provide for coverage of not less than \$1,000,000.00 for injury or death to any one person, and not less than \$3,000,000.00 for injury or death to more than one person as a result of one accident, and not less than \$1,000,000.00 for property damage and shall name City as an insured. Such insurance policy shall insure Century EMS Services against all claims and demands made by any person or persons for injuries to persons and property received in connection Century EMS Services' use, occupancy, operation and maintenance of the Leased Premises and improvements located thereon and for any other risk insured by such policies. Such insurance policy shall be in the form commonly known as "comprehensive general liability". Century EMS Services shall promptly deliver the original or a duplicate original of each policy or policies to City as they are written, together with adequate evidence of the fact that the premiums are paid.

Comprehensive automobile liability insurance covering all owned, hired and non-owned vehicles with coverage limits of not less than \$1,000,000.00.

Worker's compensation insurance for the benefit of the employees of Contractor, as required by the laws of the State of Florida.

13. **DESTRUCTION OF PREMISES**: In the event the Premises or any one of them are completely or partially destroyed, either party may terminate this Agreement as to the effected premises only, effective as of the date of such loss.
14. **MECHANIC'S LIENS**: Century EMS Services shall not subject the City's interest in the Leased Premises to any mechanic's or materialman's liens or other lien of any kind. Century EMS Services shall not allow a lien or claim of any kind to be filed or claimed against the City's interest in the Leased Premises during the continuance of this Lease. If such lien is claimed or filed, Century EMS Services shall cause the Leased Premises to be released from the claim within thirty (30) days after City is given written notice that a claim has been filed, or within thirty (30) days after City is given written notice of the claim and transmits written notice of its receipt to Century EMS Services, whichever thirty-day (30) day period expires earlier. Century EMS Services shall cause such release, either by paying the amount necessary to relieve and release the Leased Premises from the claim, or in any other manner which, as a matter of law, will result within the thirty-day (30) period, in releasing City and its title from the claim.
15. **SECURITY DEPOSIT**: Lessee shall not be required to make a security deposit.
16. **REIMBURSEMENT**: Century EMS Services shall replace or reimburse the City for any and all of the City's medical supplies utilized by Century EMS Services within ten (10) days of the use of any medical supplies.
17. **ATTORNEY'S FEES**: Should either party after default of the other file suit to enforce any provision of this instrument, then the prevailing party shall be entitled to collect from the other party its reasonable attorney's fees and court costs, and its reasonable attorney's fees for determining the amount of any reasonable attorney's fees.

18. **WAIVER**: No failure of Lessor to enforce any term hereof shall be deemed to be a waiver.

19. **NOTICES**: All notices and communications hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by certified mail, return receipt requested, postage pre-paid, and if intended for the City addressed as follows:

City Manager
City of Lake City, Florida
205 North Marion Avenue
Lake City, Florida 32055

with a copy to:

City Attorney
City of Lake City, Florida
205 North Marion Avenue
Lake City, Florida 32055

and if intended for Century EMS Services addressed as follows:

RG AMBULANCE SERVICE, INC.
DBA CENTURY EMS-COLUMBIA COUNTY
2110 Herschel Street
Jacksonville, Florida 32044

20. **HEIRS, ASSIGNS, SUCCESSORS**: This Lease is binding upon and inures to the benefit of the heirs, assigns and successors in interest to the parties.

21. **RENEWAL**: This Agreement may be renewed or extended only upon mutual written agreement of the parties.

22. **VENUE AND CHOICE OF LAW**: This Lease shall be governed by the laws of the State of Florida and venue for any dispute arising out of hereof shall be Columbia County, Florida.

23. **TERMINATION**: This Lease may be terminated as to all Premises or any one of them upon sixty (60) days written notice from the Lessor to the Lessee, in the event the Agreement is terminated, or upon Lessee's default of this Agreement.

24. **REPRESENTATIONS AND WARRANTIES OF LESSEE:** Lessee hereby represents and warrants to Lessor as follows:
- a. Lessee is duly organized, validly existing, and in good standing under the laws of the State of Florida;
 - b. Execution of this Lease Agreement and documents contemplated hereunder, and performance hereof by Lessee of its obligations hereunder, has been duly authorized by Lessee's charter, operating agreement, or other necessary authority.
 - c. Upon execution of this Lease Agreement, this agreement will be a valid and binding obligation of Lessee in accordance with its terms, and the consummation of the transactions contemplated hereby, and the performance of Lessee in accordance with the terms hereof will not result in any breach of or constitute a default under the charter, operating agreement or another agreement or instrument or obligation to which Lessee is a party by which Lessee may be bound or affected.
20. **SURVIVAL OF REPRESENTATION AND WARRANTIES:** All representations, warranties, and indemnities, and the covenants and agreements to be performed subsequent to the execution hereof by Lessor and/or Lessee, respectively, contained in this Agreement, or in any document delivered in contemplation hereof shall survive the execution of this Agreement and the termination contemplated hereunder.
21. **ENTIRE AGREEMENT:** The foregoing constitutes the Agreement between the parties and may be modified only by a writing signed by both parties. The following exhibits, if any, have been made a part of this Lease before the parties' execution hereof. Attached hereto is the address and legal description for the premises.

[Remainder of this page left blank intentionally.]

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

CITY OF LAKE CITY, FLORIDA

BY: _____
Stephen M. Witt, Mayor

ATTEST:

BY: _____
Audrey E. Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

BY: _____
Thomas J. Kennon, III,
City Attorney

**RG AMBULANCE SERVICE,
INC. DBA CENTURY EMS-
COLUMBIA COUNTY**

BY: _____

File Attachments for Item:

12. City Council Resolution No. 2023-125 - A resolution of the City Council of the City of Lake City, Florida, adopting a schedule of fees pertaining to City Utilities; providing for severability; providing for conflicts; and providing an effective date.

CITY COUNCIL RESOLUTION NO. 2023-125

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, ADOPTING A SCHEDULE OF FEES PERTAINING TO CITY UTILITIES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Lake City, Florida (hereinafter the “City”) owns, operations, maintains and has proprietary authority over a utility system consisting of a water supply and distribution system, sanitary sewer collection and disposal system, natural gas distribution system, reclaimed water distribution system and stormwater collection system, including the necessary fixtures, plants, facilities, and other apparatus appurtenant to and a part of such systems, which is operated, maintained and administered as one comprehensive utility system (hereinafter the “City utilities”); and

WHEREAS, reasonable fees sufficient to cover the costs associated with the City utilities have been established pursuant to Ordinance No. 2023-2257; and

WHEREAS, the City desires to adopt the schedule of fees as provided for herein.

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

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

Section 2. The attached Schedule of Fees is hereby adopted and shall be paid to the City prior to any action related to any requested changes, modifications, amendments, or other matters related to City utilities.

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

the invalid provision or application, and to this end the provisions of this resolution 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. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED at a meeting of the City Council this ____ day of October 2023.

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

Utility Schedule of Fees, Rates and Deposits

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APPENDIX

Appendix 1 – Commercial Wastewater Strengths

Appendix 2 – ERU Factors

Section 1 – General

A. Tap Fees, Impact Fees and Deposits

1. Connection fees as required in Section 102-210

SERVICE CHARGES	INSIDE/OUTSIDE CITY
<i>Install and Remove Hydrant Meter</i>	\$0
<i>Disconnect due to Emergency Repairs</i>	\$35
<i>*Additional Service Call During Regular Business Hours</i>	\$25
<i>Meter tampering</i>	\$50.00 plus costs of repair
<i>Any service call outside of business hours and after-hours fee</i>	\$100.00
<i>Plugging, disconnecting or illegally connecting wastewater service</i>	\$100.00
<i>Service and repair work – minimum and hourly charge (includes first hour)</i>	\$45.00

WATER TAP FEES	INSIDE CITY			OUTSIDE CITY		
	FY 2024	FY 2025	FY 2026*	FY 2024	FY 2025	FY 2026*
<i>3/4" Tap</i>	\$455.00	\$600.00	\$745.00	\$570.67	\$751.34	\$932.00
<i>1" Tap</i>	\$541.67	\$693.27	\$845.00	\$679.00	\$868.00	\$1057.00
<i>1.5" Tap</i>	\$1,352.67	\$1,935.34	\$2,518.00	\$1,689.33	\$2,418.66	\$3,148.00
<i>2" Tap</i>	\$2,176.67	\$2,423.34	\$2,670.00	\$2,779.33	\$3,058.66	\$3,338.00
<i>4" and greater</i>			<i>Actual (**)</i>			<i>Actual (**)</i>
<i>Extensions and special installations</i>			<i>Actual (**)</i>			<i>Actual (**)</i>

SEWER TAP FEES	INSIDE CITY			OUTSIDE CITY		
	FY 2024	FY 2025	FY 2026*	FY 2024	FY 2025	FY 2026*
<i>6" Tap</i>	\$440.33	\$580.66	\$721.00	\$547.00	\$724.00	\$901.00
<i>8" Tap</i>	\$513.67	\$677.34	\$841.00	\$637.00	\$844.00	\$1,051.00
<i>10" Tap</i>	\$1,174.00	\$1,548.00	\$1,922.00	\$1,467.33	\$1,934.66	\$2,402.00
<i>12" Tap</i>	\$1,907.67	\$2,515.34	\$3,123.00	\$2,387.67	\$3,145.34	\$3,903.00
<i>Extensions and special installations</i>			<i>Actual (**)</i>			<i>Actual (**)</i>

*Additional Service Call During Regular Business Hours – includes missed appointment time blocks for service connection or reconnection.

** Actual In-House (Parts and Labor), plus any required Consultant or Contractor Costs.

Plus, Actual Cost for Asphalt and Concrete replacement, if needed.

3" Taps on City Mains are prohibited. 3" Meters and Backflow Devices are allowed. Customer install 4" Tap, then reduce to 3" Meter or 3" Backflow Device.

2. Impact Fees 102-210

Water Impact Fee

WATER IMPACT FEE	Table/equation	
Residential / Non-Residential – per equivalent residential unit (ERU)	(Per Unit x ERU Factor x \$1,050)	\$1,050.00

Sewer Impact Fee

SEWER IMPACT FEE	Table/equation	
Residential / Non-Residential – per equivalent residential unit (ERU)	(Per Unit x ERU Factor x \$3,120)	\$3,120.00

Deposits

RESIDENTIAL	INSIDE CITY	OUTSIDE CITY
Water only	\$50.00	\$50.00
Hydrant meter (construction meter)	\$1,500.00*	\$1,500.00*
*Amount of deposit refundable upon return of meter assembly		
Sewer	\$70.00	\$70.00
Water and sewer	\$120.00	\$120.00
	<i>Nonresidential or commercial.</i> Nonresidential or commercial service shall cost as follows:	
	An amount equal to two months' estimated use as calculated by the Customer Service Department of the City.	
	For any deposit in excess of \$2,500.00, the consumer may, in lieu of a cash deposit, provide a surety bond in the amount of such deposit, executed by a surety company licensed to do business within the State of Florida or provide an irrevocable letter of credit acceptable to the City.	

3. Credits

SEWER AVAILABILITY CHARGES 102-31(e)
The credit shall be equal to the amount of sewer service availability charges actually paid to and collected by the city from the connected property during the immediate 24-month period preceding the connection.

4. Reread and Test Meters

REREAD AND TEST METERS	
To test a gas meter upon the request of a consumer (to test the accuracy of the meter – each test)	\$75.00
To test water meter upon request of a consumer (to test the accuracy of the meter - each test)	\$75.00

If upon any rereading of a meter it is established that there was an error in the previous reading made by city staff, or upon the testing of any meter it is determined that the meter is over registering the volume of the gas used by the consumer, the fees provided for in subsections (a)(1) and (a)(2) of this section shall be waived. Any fee imposed upon a consumer under the provisions of subsections (a)(1) and (a)(2) of this section shall be included on and added to the next utility bill of the consumer.

(Ord. No. 2011-2006, § 1, 2-7-11)

5. Returned Check Fee

RETURNED CHECK FEE		
Returned Check Fee 102-35	(under \$50.00)	\$25.00
Returned Check Fee	(\$50.00 - \$300.00)	\$30.00
Returned Check Fee	(over \$300.00)	\$40.00 *
Credit Card Chargebacks		\$30.00

*\$40.00 or 5% whichever is higher

B. Additional Non-Payment, Delinquent and Reconnection Fees

1. Additional Delinquency Deposits

Additional Deposit equal to the greater of 50 percent of the deposit required under subsections (1) and (2) of this section, or two months estimated billing, as calculated by appropriate City personnel.

2. Delinquency Fees

DELINQUENCY FEES	
Residential / Non-Residential / Commercial	\$10.00
Delinquency fee is equal to the greater amount of five percent of the customers total utility charges for all services, or \$10.00.	

3. Additional Fees Required for Non-Payment

RECONNECTION FOR NONPAYMENT	
Residential / Commercial - The consumer shall be required to pay a non-refundable reconnection fee for each utility service provided.	\$50.00
Reclaimed Water – The consumer shall be required to pay a non-refundable reconnection fee for each utility	\$50.00
Any consumer having had gas disconnected for nonpayment or delinquent payment shall be required to pay an additional deposit to that provided in subsections (1) and (2) of this section, equal to 100 percent of the deposit calculated in accordance with subsections (1) and (2) of this section.	

C. PENALTIES FOR VIOLATIONS

PENALTIES FOR VIOLATIONS		
(1)	First violation	Verbal warning
(2)	Second violation	\$25.00

1. Water Shortage Declaration

First violation	Verbal warning
Second violation	\$25.00, Plus notification of authorities
Third violation	\$50.00, Plus notification of authorities
Fourth violation	\$100.00, Plus notification of authorities

Section 2 – Potable Water and Water Distribution Waste Water Collections and Treatment Plant

A. Services

1. Billing Charge

BILLING CHARGE 102-34			
INSIDE CITY		OUTSIDE CITY	
Water	\$4.10	Water	\$4.10
Sewer	\$4.10	Sewer	\$4.10

2. Water Block Rates

WATER BLOCK RATE STRUCTURE THRESHOLDS				
Meter Size	Block 1	Block 2	Block 3	Block 4
5/8" and ¾"	5,000	10,000	15,000	Above 15,000
1"	12,500	25,000	37,500	Above 37,500
1.5"	25,000	50,000	75,000	Above 75,000
2"	40,000	80,000	120,000	Above 120,000
3"	80,000	160,000	240,000	Above 240,000

4"	125,000	250,000	375,000	Above 375,000
6"	250,000	500,000	750,000	Above 750,000
8"	400,000	800,000	1,200,000	Above 1,200,000

3. Base Facility Charges

Monthly water and sewer rates. The following schedule of monthly water and sewer rates consisting of a base facility charge and a consumption usage charge per 1,000 gallons or fraction thereof is hereby established:

WATER INSIDE CITY									
RESIDENTIAL			USAGE CHARGE						
Monthly Base Charge (per ERU)	Base Charge	Block 1		Block 2		Block 3		Block 4	
¾-inch	\$20.27	0-5,000	\$2.60	5,001-10,000	\$3.92	10,001-15,000	\$5.22	Above 15,000	\$6.52
1-inch meter	\$20.27	0-5,000	\$2.60	5,001-10,000	\$3.92	10,001-15,000	\$5.22	Above 15,000	\$6.52
1 ½-inch meter	\$20.27	0-5,000	\$2.60	5,001-10,000	\$3.92	10,001-15,000	\$5.22	Above 15,000	\$6.52
2-inch meter	\$20.27	0-5,000	\$2.60	5,001-10,000	\$3.92	10,001-15,000	\$5.22	Above 15,000	\$6.52
3-inch meter	\$20.27	0-5,000	\$2.60	5,001-10,000	\$3.92	10,001-15,000	\$5.22	Above 15,000	\$6.52
4-inch meter	\$20.27	0-5,000	\$2.60	5,001-10,000	\$3.92	10,001-15,000	\$5.22	Above 15,000	\$6.52

WATER INSIDE CITY									
SENIOR CITIZEN			USAGE CHARGE						
Monthly Base Charge (per ERU)	Base Charge	Block 1		Block 2		Block 3		Block 4	
¾-inch	\$18.25	0-5,000	\$2.35	5,001-10,000	\$3.52	10,001-15,000	\$4.70	Above 15,000	\$5.88
1-inch meter	\$18.25	0-5,000	\$2.35	5,001-10,000	\$3.52	10,001-15,000	\$4.70	Above 15,000	\$5.88
1 ½-inch meter	\$18.25	0-5,000	\$2.35	5,001-10,000	\$3.52	10,001-15,000	\$4.70	Above 15,000	\$5.88
2-inch meter	\$18.25	0-5,000	\$2.35	5,001-10,000	\$3.52	10,001-15,000	\$4.70	Above 15,000	\$5.88
3-inch meter	\$18.25	0-5,000	\$2.35	5,001-10,000	\$3.52	10,001-15,000	\$4.70	Above 15,000	\$5.88
4-inch meter	\$18.25	0-5,000	\$2.35	5,001-10,000	\$3.52	10,001-15,000	\$4.70	Above 15,000	\$5.88
WATER INSIDE CITY									
COMMERCIAL			USAGE CHARGE						
Monthly Base Charge (Per ERU)	Base Charge	Block 1		Block 2		Block 3		Block 4	
¾-inch	\$20.27	0-5,000	\$2.60	5,001-10,000	\$3.92	10,001-15,000	\$5.22	above 15,000	\$6.52
1-inch meter	\$50.66	0-12,500	\$2.60	12,501-25,000	\$3.92	25,001-37,500	\$5.22	above 37,500	\$6.52
1 ½-inch meter	\$101.34	0-25,000	\$2.60	25,001-50,000	\$3.92	50,001-75,000	\$5.22	above 75,000	\$6.52
2-inch meter	\$162.13	0-40,000	\$2.60	40,001-80,000	\$3.92	80,001-120,000	\$5.22	above 120,000	\$6.52
3-inch meter	\$324.27	0-80,000	\$2.60	80,001-160,000	\$3.92	160,001-240,000	\$5.22	above 240,000	\$6.52
4" meter	\$506.67	0-125,000	\$2.60	125,001-250,000	\$3.92	250,001-375,000	\$5.22	above 375,000	\$6.52
6" meter	\$1,013.34	0-250,000	\$2.60	250,001-500,000	\$3.92	500,001-750,000	\$5.22	above 750,000	\$6.52

8" meter	\$1,621.33	0-400,000	\$2.60	400,001-800,000	\$3.92	800,001-1,200,000	\$5.22	above 1,200,000	\$6.52
Additional sizes to be reviewed and established as needed.									
WATER INSIDE CITY									
IRRIGATION / FIRE HYDRANT				USAGE CHARGE					
Monthly base charge (per ERU)	Base Charge	Block 1		Block 2		Block 3		Block 4	
¾-inch	\$20.27	0-5,000	\$2.60	5,001-10,000	\$3.92	10,001-15,000	\$5.22	above 15,000	\$6.52
1" Meter	\$50.66	0-12,500	\$2.60	12,501-25,000	\$3.92	25,001-37,500	\$5.22	above 37,500	\$6.52
1.5 Meter	\$101.34	0-25,000	\$2.60	25,001-50,000	\$3.92	50,001-75,000	\$5.22	above 75,000	\$6.52
2" Meter	\$162.13	0-40,000	\$2.60	40,001-80,000	\$3.92	80,001-120,000	\$5.22	above 120,000	\$6.52
3" Meter	\$324.27	0-80,000	\$2.60	80,001-160,000	\$3.92	160,001-240,000	\$5.22	above 240,000	\$6.52
WATER OUTSIDE CITY									
RESIDENTIAL				USAGE CHARGE					
Monthly Base Charge (per ERU)	Base Charge	Block 1		Block 2		Block 3		Block 4	
¾-inch meter	\$25.34	0-5,000	\$3.26	5,001-10,000	\$4.90	10,001-15,000	\$6.52	above 15,000	\$8.15
1-inch meter	\$25.34	0-5,000	\$3.26	5,001-10,000	\$4.90	10,001-15,000	\$6.52	above 15,000	\$8.15
1 ½-inch meter	\$25.34	0-5,000	\$3.26	5,001-10,000	\$4.90	10,001-15,000	\$6.52	above 15,000	\$8.15
2-inch meter	\$25.34	0-5,000	\$3.26	5,001-10,000	\$4.90	10,001-15,000	\$6.52	above 15,000	\$8.15
3-inch meter	\$25.34	0-5,000	\$3.26	5,001-10,000	\$4.90	10,001-15,000	\$6.52	above 15,000	\$8.15

4-inch meter	\$25.34	0-5,000	\$3.26	5,001-10,000	\$4.90	10,001-15,000	\$6.52	above 15,000	\$8.15
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WATER OUTSIDE CITY									
SENIOR CITIZEN			USAGE CHARGE						
Monthly Base Charge (per ERU)	Base Charge	Block 1		Block 2		Block 3		Block 4	
¾-inch meter	\$22.83	0-5,000	\$2.94	5,001-10,000	\$4.40	10,001-15,000	\$5.88	above 15,000	\$7.35
1-inch meter	\$22.83	0-5,000	\$2.94	5,001-10,000	\$4.40	10,001-15,000	\$5.88	above 15,000	\$7.35
1 ½-inch meter	\$22.83	0-5,000	\$2.94	5,001-10,000	\$4.40	10,001-15,000	\$5.88	above 15,000	\$7.35
2-inch meter	\$22.83	0-5,000	\$2.94	5,001-10,000	\$4.40	10,001-15,000	\$5.88	above 15,000	\$7.35
3-inch meter	\$22.83	0-5,000	\$2.94	5,001-10,000	\$4.40	10,001-15,000	\$5.88	above 15,000	\$7.35
4-inch meter	\$22.83	0-5,000	\$2.94	5,001-10,000	\$4.40	10,001-15,000	\$5.88	above 15,000	\$7.35
WATER OUTSIDE CITY									
COMMERCIAL			USAGE CHARGE						
Monthly Base Charge (per ERU)	Base Charge	Block 1		Block 2		Block 3		Block 4	
¾-inch meter	\$25.34	0-5,000	\$3.26	5,001-10,000	\$4.90	10,001-15,000	\$6.52	above 15,000	\$8.15
1-inch meter	\$63.34	0-12,500	\$3.26	12,501-25,000	\$4.90	25,001-37,500	\$6.52	above 37,500	\$8.15
1 ½-inch meter	\$126.68	0-25,000	\$3.26	25,001-50,000	\$4.90	50,001-75,000	\$6.52	above 75,000	\$8.15
2-inch meter	\$202.67	0-40,000	\$3.26	40,001-80,000	\$4.90	80,001-120,000	\$6.52	above 120,000	\$8.15
3-inch meter	\$405.33	0-80,000	\$3.26	80,001-160,000	\$4.90	160,001-240,000	\$6.52	above 240,000	\$8.15
4-inch meter	\$633.35	0-125,000	\$3.26	125,001-250,000	\$4.90	250,001-375,000	\$6.52	above 375,000	\$8.15
6" meter	\$1,266.67	0-250,000	\$3.26	250,001-500,000	\$4.90	500,001-750,000	\$6.52	above 750,000	\$8.15
8" meter	\$2,026.68	0-400,000	\$3.26	400,001-800,000	\$4.90	800,001-1,200,000	\$6.52	above 1,200,000	\$8.15
Additional sizes to be reviewed and established as needed.									

WATER OUTSIDE CITY	
IRRIGATION / FIRE HYDRANT	USAGE CHARGE

Monthly base charge (per ERU)	Base Charge	Block 1		Block 2		Block 3		Block 4	
¾-inch	\$25.34	0-5,000	\$3.26	5,001-10,000	\$4.90	10,001-15,000	\$6.52	above 15,000	\$8.15
1" Meter	\$63.34	0-12,500	\$3.26	12,501-25,000	\$4.90	25,001-37,500	\$6.52	above 37,500	\$8.15
1.5 Meter	\$126.68	0-25,000	\$3.26	25,001-50,000	\$4.90	50,001-75,000	\$6.52	above 75,000	\$8.15
2" Meter	\$202.67	0-40,000	\$3.26	40,001-80,000	\$4.90	80,001-120,000	\$6.52	above 120,000	\$8.15
3" Meter	\$405.33	0-80,000	\$3.26	80,001-160,000	\$4.90	160,001-240,000	\$6.52	above 240,000	\$8.15

SEWER INSIDE CITY

RESIDENTIAL		USAGE CHARGE (PER 1000)	
Monthly Base Charge (per ERU)			
¾"	\$42.40	Up to 16,000	\$5.36
1"	\$42.40	Up to 16,000	\$5.36
1.5"	\$42.40	Up to 16,000	\$5.36
2"	\$42.40	Up to 16,000	\$5.36
3"	\$42.40	Up to 16,000	\$5.36
4"	\$42.40	Up to 16,000	\$5.36

SEWER INSIDE CITY

COMMERCIAL		USAGE CHARGE (PER 1000)	
Monthly Base Charge (per ERU)			
5/8"-3/4"	\$42.40	All Gallons	
1"	\$106.01	All Gallons	
1.5"	\$212.01	All Gallons	
2"	\$339.22	All Gallons	
3"	\$678.42	All Gallons	
4"	\$1,060.03	All Gallons	
6"	\$2,120.06	All Gallons	
8"	\$3,392.11	All Gallons	
Commercial 1			\$5.36
Commercial 2			\$6.17

Commercial 3			\$6.97
SEWER OUTSIDE CITY			
RESIDENTIAL		USAGE CHARGE (PER 1000)	
Monthly Base Charge (per ERU)			
¾"	\$53.01	up to 16,000	\$6.70
1"	\$53.01	up to 16,000	\$6.70
1.5"	\$53.01	up to 16,000	\$6.70
2"	\$53.01	up to 16,000	\$6.70
3"	\$53.01	up to 16,000	\$6.70
4"	\$53.01	up to 16,000	\$6.70
SEWER OUTSIDE CITY			
COMMERCIAL		USAGE CHARGE (PER 1000)	
Monthly Base Charge (per ERU)			
5/8"-3/4"	\$53.01	All Gallons	
1"	\$132.53	All Gallons	
1.5"	\$265.04	All Gallons	
2"	\$424.06	All Gallons	
3"	\$848.14	All Gallons	
4"	\$1,325.22	All Gallons	
6"	\$2,650.43	All Gallons	
8"	\$4,240.69	All Gallons	
Commercial 1			\$6.70
Commercial 2			\$7.71
Commercial 3			\$8.71

SEWER ONLY BASE CHARGE						
SEWER ONLY INSIDE CITY			SEWER ONLY OUTSIDE CITY			
Base Facility Only	\$42.40	Residential		Base Facility Only	\$53.01	Residential
	\$42.40	Commercial 1			\$53.01	Commercial 1
	\$42.40	Commercial 2			\$53.01	Commercial 2
No Water *	\$79.91	Residential		No Water *	\$99.89	Residential
	\$79.91	Commercial 1			\$99.89	Commercial 1
	\$85.59	Commercial 2			\$106.99	Commercial 2
Half Rate	\$21.20	Residential		Half Rate	\$26.51	Residential
	\$21.20	Commercial 1			\$26.51	Commercial 1
	\$21.20	Commercial 2			\$26.51	Commercial 2

*With 7,000-gallon usage

Section 3 – Gas

A. Services

1. Deposits

GAS DEPOSIT	
Residential	\$100.00
Nonresidential or Commercial	\$150.00 minimum*
*An amount equal to two months' estimated use as calculated by the Customer Service Department of the City.	
For any deposit in excess of \$2,500.00, the consumer may, in lieu of a cash deposit, provide a surety bond in the amount of such deposit, executed by a surety company licensed to do business within the State of Florida or provide an irrevocable letter of credit acceptable to the City.	

2. Gas Rates

GAS RATES			
Residential and Commercial charges for natural gas services shall be as follows:			
		RESIDENTIAL	COMMERCIAL
Monthly customer charge		\$10.00 per month	\$25.00 per month
Monthly distribution charge per therm	The amount per therm for each monthly billing cycle with each succeeding fiscal year thereafter based on CPI.	\$0.56184	\$0.40212
Monthly purchased gas adjustment charge	Per therm charge adjusted monthly as provided for under the provision of subsection 102-510.2.		

3. Seasonal Disconnect/Reconnect.

SEASONAL DISCONNECT/RECONNECT	
Residential / Commercial / Non Residential	\$50.00
Consumers requesting seasonal reconnection prior to September 30	\$40.00
Consumers requesting seasonal reconnection after September 30	\$50.00

4. Real Estate Cleaning & Inspections.

SERVICE CHARGES	
Real Estate Inspections & Cleaning	\$50.00
Light Pilot	\$40.00
Check/Connect Appliance	\$55.00

Section 4 - Septic Hauler Disposal Fees

A. Deposit, License Fee, and Rate

SEPTIC HAULER DISPOSAL FEES	
Deposit	\$500.00
License Fee (Annually)	\$500.00
Rate - per thousand (1000) gallons	\$220.00

Section 5 - Pretreatment

A. Rates, Violations and Penalties

PRETREATMENT RATES	
Monthly Rate (per 1000 gallons)	\$50.00
Violations/administrative fines/ civil penalties *PER DAY* - (not to exceed \$10,000.00)	\$1000.00
Additional Penalties – Unpaid charges, fines and penalties shall, after 30 calendar days, be assessed an additional penalty of 1.5 percent of the unpaid balance, and interest shall accrue thereafter at a rate of 1.5 percent per month.	

Section 6 - Reclaimed Water

A. Service Charges and Tap Fees

RECLAIMED WATER SERVICE CHARGES	
Turn-On Charge	\$10.00
Connection Fee	\$200.00
All reclaimed water connections for public property will be charged a maximum connection fee per connection point.	
All reclaimed water connections larger than two inches will be charged at actual cost.	

Tap fee. The reclaimed water tap fee shall be as follows:

RECLAIMED WATER TAP FEES		
SIZE (INCHES)	IN CITY	OUT OF CITY
3/4"	\$100.00	\$125.00
1"	\$250.00	\$312.00
1 1/2"	\$350.00	\$435.00
2"	\$500.00	\$625.00
Larger than 2 inches – at cost		

B. Rates

(1) Authority reuse. The charges for service shall be based upon the monthly amount of reuse consumed as follows:

RECLAIMED WATER RATES	
A minimum monthly charge which will include 40,000 gallons of reclaimed water.	\$10.00
A charge for each 1,000 gallons over 40,000 gallons and up to 100,000 gallons of reclaimed water.	\$0.15
A charge for each 1,000 gallons over 100,000 gallons and up to 250,000 gallons of reclaimed water.	\$0.20

A charge for each 1,000 gallons over 250,000 gallons and up to 500,000 gallons of reclaimed water.	\$0.25
A charge for each 1,000 gallons over 500,000 gallons of reclaimed water.	\$0.30
Consumptive use rate for contract and bulk users will be \$.10 per 1,000 gallons. At no time should a bulk user be charged less than \$100.00 per month.	
Contracts for bulk users who use less than 100,000 gallons per day may be negotiated with the approval of the city.	
County customers will be charged a 25 percent surcharge. This surcharge will continue to be 25 percent after each rate adjustment.	

C. Unauthorized Connection Violation/Penalty Fee

<i>UNAUTHORIZED CONNECTION/PENALTIES</i>	
A fee equal to the connection fee times five percent plus estimated usage and base charges paid to the City.	\$ TBA
Delinquency fee is equal to the greater amount of five percent of the customers total utility charges for all services or \$10.00.	\$10.00

Section 5 - Storm Water

A. Connection/Service Fees

<i>CONNECTION/SERVICE FEES</i>	
Connection Fee	\$ TBA
Service Fee	\$ TBA

Appendix 1

Commercial users are assigned wastewater strengths according to the following:

Code	Description	BOD 5	SS	Grease	Class
00-Food-Related Businesses					
00.1	Grocery	450	250	100	III
00.2	Meat market	450	250	100	III
00.3	Seafood market	450	250	100	III
00.4	Fruit stand	250	250	100	II
00.5	Bakery	450	250	100	III
00.6	Restaurant	450	250	100	III
00.7	Icehouse	250	250	100	II
00.8	Convenience store	250	250	100	II
01-Retail Sales					
01.1	Auto parts	200	200	40	I
01.2	Clothing, department store	200	200	40	I
01.3	Department store with restaurant	400	200	100	III
01.4	Appliances and furniture	200	200	40	I
01.5	Hardware and construction supply	200	200	40	I
01.6	Office supply	200	200	40	I
01.7	Records, books, etc.	200	200	40	I
01.8	Pet	200	200	40	I
01.9	Garden supply, plants	200	200	40	I
01.10	Commercial printing	200	200	40	I

01.11	Other retail sales	200	200	40	I
02-Health Services					
02.1	Hospital	300	250	100	III
02.2	Medical and dental laboratories	300	250	100	III
02.3	Research laboratory	300	250	100	III
02.4	Office of physician	300	250	100	III
02.5	Office of dentist	300	250	100	III
02.6	Office of osteopathic physician	250	250	100	II
02.7	Office of other health practitioner	250	250	100	II
02.8	Office of veterinarian	400	250	100	III
02.9	Nursing home	300	250	100	III
02.10	Pharmacy	250	250	100	II
03-Professional Services					
03.1	Banking institutions	200	200	40	I
03.2	Office of attorney	200	200	40	I
03.3	Office of engineers and surveyors	200	200	40	I
03.4	Office of accountants	200	200	40	I
03.5	Office of realtors, brokers	200	200	40	I
03.6	Office of insurance agents	200	200	40	I
03.7	Office of other professionals	200	200	40	I
03.8	General office buildings	200	200	40	I
03.9	Newspaper office	200	200	40	I
03.10	Radio and TV stations	200	200	40	I
04-Membership Organizations					

04.1	Churches and religious centers	200	200	40	I
04.2	Civic and social clubs	200	200	40	I
04.3	Other associations	200	200	40	I
05-Personal Services					
05.1	Employment and advertising agencies	200	200	40	I
05.2	Laundry and cleaning	200	300	40	III
05.3	Photographic studio	200	200	40	I
05.4	Beauty shop	250	200	40	II
05.5	Barbershop	250	200	40	II
05.6	Funeral home	300	200	40	III
05.7	Child day care center	200	200	40	I
05.8	Professional repair services	200	200	40	I
05.9	Other personal services	200	200	40	I
06-Educational Services					
06.1	Elementary school	300	250	100	III
06.2	Secondary school	300	250	100	III
06.3	Vocational school	300	250	100	III
06.4	Adult education center	250	250	100	II
06.5	College, junior college	300	250	100	III
07-Automobile Services					
07.1	Petrol service station	250	250	100	II
07.2	Carwash	250	250	100	II
07.3	Parking garage	250	250	100	II
07.4	Maintenance/repair shop	250	250	100	II

08-Manufacturing						
08.1	Mobile home	200	200	40		I
08.2	Wood containers	200	200	40		I
08.3	Chemicals, drugs, paints, etc.	200	200	40		I
08.4	Glass, concrete, etc.	200	200	40		I
08.5	Fruit packing (dry)	200	200	40		I
08.6	Warehouse/storage	200	200	40		I
09-Amusement and Public Use Centers						
09.1	Motion picture theater	200	200	40		I
09.2	Stage theater	200	200	40		I
09.3	Dance studio and school	200	200	40		I
09.4	Nightclubs, lounges	200	200	40		I
09.5	Bowling and billiard establishment	200	200	40		I
09.6	Coin-operated amusement device	200	200	40		I
09.7	Health club	200	200	40		I
09.8	Bus, rail and airport terminal	200	200	40		I
10-Lodging						
10.1	Hotels, motels without restaurants	200	200	40		III
10.2	Hotel and motels with restaurants	450	250	100		III
10.3	RV overnight parks	450	250	100		III
11-Government Facilities						
11.1	City administration offices	200	200	0		I
11.2	City operational department offices	200	200	0		I
11.3	City/county parks	200	200	0		I

11.4	City library	200	200	0	I
11.5	Offices of State of Florida	200	200	0	I
11.6	U.S. Post Offices	200	200	0	I
12-Residential					
12.1	Single-family, mobile home, and apartment	200	200	40	I

- (7) For applicants whose proposed sewer system use does not fall within any of the classifications chart found in the SOFRAD, the Utility Director or his designee shall evaluate the application and assign the applicant an appropriate user class and wastewater strengths. The new user shall be added to this list for future users of similar classes.

Appendix -2-ERU Factors

Water ERU

Establishment	Unit	ERU Factor
Residential Projects		
Duplex (1—2 bedrooms)	Per unit	0.833
Duplex (3 or more bedrooms)	Per unit	1.000
Mobile home (1—2 bedrooms)	Per unit	0.833
Mobile home (3 or more bedrooms)	Per unit	1.000
Multi-family, efficiency (Less than 500 square feet)	Per unit	0.500
Multi-family (1 bedroom units) (See note 9)	Per unit	0.583
Multi-family (2 bedroom units) (See note 9)	Per unit	0.833
Multi-family (3 or more bedroom units) (See note 9)	Per unit	1.000
Single-family residence	Per unit	1.000

Nonresidential Projects		
Animal kennels	Per kennel run	0.160
Auditorium	Per seat	0.017
Automotive repair and maintenance	Per repair bay	0.250
Bar/cocktail lounge	Per seat	0.067
Barber/beauty shop	Per operator station	0.300
Bowling alley	Per lane	0.330
Church	Per seat	0.017
Convenience store (no gas pumps)	By FU	See FU table below
Dentist office	Per dentist	0.833
Extended care facilities	Per efficiency	0.500
Hospital	Per bed	0.833
Hotel/motel (see note 1)	Per room	0.500
Hotel/motel suites, 1 bedroom (see note 1)	Per unit	0.583
Hotel/motel suites, 2 bedroom (see note 1)	Per unit	0.833
Hotel/motel suites, 3 or more bedroom (see note 1)	Per unit	1.000
Industrial buildings (see note 2) with showers	Per employee	0.117
Industrial buildings (see note 2) without showers	Per employee	0.050
Landscape irrigation	Per 1,000 square	0.125
Laundry, self service	Per machine	1.333
Medical office (doctor's office)	Per doctor	0.833
Meeting and banquet rooms	Per seat	0.017
Nursing home	Per bed	0.417
Office building (see note 3)	Per 1,000 square feet, gross	0.334

Restaurant (cafeteria), full service	Per seat	0.100
Restaurant, 24-hour	Per seat	0.167
Restaurant, fast food	Per seat	0.050
Retail spaces	By FU	See FU table below
Schools, elementary and nursery	Per student	0.025
Schools, middle and high	Per student	0.067
Self-service gas station (see note 5)	Per toilet room	1.000
Service station (see note 6)	Per toilet room	1.000
Service station (see note 6)	Per service bay	1.000
Service station (see note 6)	Per wash bay	3.200
Theater	Per seat	0.010
Theater (Dinner)	Per seat	0.067
Trailer park (overnight)	Per space	0.333
Warehouse space (see note 4)	By FU	See FU table below

Notes

1. Hotels and motels: add food service, banquet and meeting rooms, and self-service laundries.
2. Add food service; does not include industrial waste flows which are calculated on fixture unit (FU) basis.
3. Office buildings: add food service and retail space.
4. Warehouses: add office space, food service, and retail space.
5. Self-service gas stations: Add fixture units (FU).
6. Service (gasoline) stations: Add the total of ERU factors for all service bays, wash bays (not recycled) and toilet rooms. Automatically recycled vehicle washing systems require a professional engineer's signed and sealed estimate of capacity usage.
7. See fixture unit (FU) calculations on FU table below.
8. Lake City requires a minimum of 1.000 ERU per each separate commercial establishment.

9. Multi-family projects based on units only; no additional capital charges for laundries, pool, or management offices.

Fixture Units (FU) Table

Type of Fixture	FU	ERU Factor
Nonresidential Projects		
Drains, condensate	1.0	0.083
Drains, floor and fixtures not listed:	1-¼-inch trap	1.0
Drains, floor and fixtures not listed:	1-½-inch trap	2.0
Drains, floor and fixtures not listed:	2-inch trap	3.0
Drains, floor and fixtures not listed:	2-½-inch trap	4.0
Drains, floor and fixtures not listed:	3-inch trap	5.0
Drains, floor and fixtures not listed:	4-inch trap	6.0
Drinking fountain	0.5	0.042
Laundry tray	2.0	0.167
Lavatory, large drain (greater than 1-¼-inch trap)	2.0	0.167
Lavatory, small drain (1-¼-inch trap)	1.0	0.083
Showers (per head)	3.0	0.250
Sink, combination (food service)	3.0	0.250
Sink, combination (garbage grinder)	4.0	0.333
Sink, compartment (2)	3.0	0.250
Sink, compartment (3)	4.0	0.333
Sink, flushing rim	8.0	0.667
Sink, service (mop/janitor)	3.0	0.250
Sink, service ("p" trap) (hand)	2.0	0.167
Sink, (pot, scullery, etc.)	4.0	0.333

Urinal	4.0	0.333
Washing machine (non-coin laundry) by drain size above	Varies	Varies
Water closet, public	6.0	0.500
Residential Projects (requiring larger than 5/8-inch meter)		
Bathroom group (water closet, lavatory, bathtub/shower)	6.0	0.500
Bath, half	4.0	0.333
Dishwasher	2.0	0.167
Drains (by drain size above)	Varies	Varies
Lavatory	4.0	0.333
Shower stall	3.0	0.250
Sink, kitchen	2.0	0.167
Sink, kitchen (garbage grinder/dishwasher)	3.0	0.250
Sink, laundry	2.0	0.167
Washer, clothes (by drain size, above)	Varies	Varies
Notes		
(1) Continuous and semi-continuous flows (pumps, air conditioning systems, etc.) are 2.0 FU per gallon per minute (gpm) of flow.		

Sewer ERU

Establishment	Unit	ERU Factor
Residential Projects		
Duplex (1—2 bedrooms)	Per unit	0.833
Duplex (3 or more bedrooms)	Per unit	1.000

Mobile home (1—2 bedrooms)	Per unit	0.833
Mobile home (3 or more bedrooms)	Per unit	1.000
Multi-family, efficiency (Less than 500 square feet)	Per unit	0.500
Multi-family (1 bedroom units) (See note 9)	Per unit	0.583
Multi-family (2 bedroom units) (See note 9)	Per unit	0.833
Multi-family (3 or more bedroom units) (See note 9)	Per unit	1.000
Single-family residence	Per unit	1.000
Nonresidential Projects		
Animal kennels	Per kennel run	0.160
Auditorium	Per seat	0.017
Automotive repair and maintenance	Per repair bay	0.250
Bar/cocktail lounge	Per seat	0.067
Barber/beauty shop	Per operator station	0.300
Bowling alley	Per lane	0.330
Church	Per seat	0.017
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Industrial buildings (see note 2) with showers	Per employee	0.117

Industrial buildings (see note 2) without showers	Per employee	0.050
Landscape irrigation	Per 1,000 square feet	0.125
Laundry, self service	Per machine	1.333
Medical office (formerly: doctor's office)	Per doctor	0.833
Meeting and banquet rooms	Per seat	0.017
Nursing home	Per bed	0.417
Office building (see note 3)	Per 1,000 square feet, gross	0.334
Restaurant (cafeteria), full service	Per seat	0.100
Restaurant, 24 hour	Per seat	0.167
Restaurant, fast food	Per seat	0.050
Retail spaces	By FU	See FU table below
Schools, elementary and nursery	Per student	0.025
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Self-service gas station (see note 5)	Per toilet room	1.000
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Service station (see note 6)	Per service bay	1.000
Service station (see note 6)	Per wash bay	3.200
Theater	Per seat	0.010
Theater (dinner)	Per seat	0.067
Trailer park (overnight)	Per space	0.333
Warehouse space (see note 4)	By FU	See FU table below

Notes

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7. See fixture unit (FU) calculations on FU table below.
8. Lake City requires a minimum of 1.000 ERU per each separate commercial establishment.
9. Multi-family projects based on units only; no additional capital charges for laundries, pool, or management offices.

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Drains, floor and fixtures not listed:	2-inch trap	3.0	0.250
Drains, floor and fixtures not listed:	2-½-inch trap	4.0	0.333
Drains, floor and fixtures not listed:	3-inch trap	5.0	0.417
Drains, floor and fixtures not listed:	4-inch trap	6.0	0.500
Drinking fountain	0.5	0.042	
Laundry tray	2.0	0.167	
Lavatory, large drain (greater than 1-¼-inch trap)	2.0	0.167	
Lavatory, small drain (1-¼-inch trap)	1.0	0.083	
Showers (per head)	3.0	0.250	
Sink, combination (food service)	3.0	0.250	

Sink, combination (garbage grinder)	4.0	0.333
Sink, compartment (2)	3.0	0.250
Sink, compartment (3)	4.0	0.333
Sink, flushing rim	8.0	0.667
Sink, service (mop/janitor)	3.0	0.250
Sink, service ("p" trap) (hand)	2.0	0.167
Sink, (pot, scullery, etc.)	4.0	0.333
Urinal	4.0	0.333
Washing machine (non-coin laundry) by drain size above	Varies	Varies
Water closet, public	6.0	0.500
Residential Projects (requiring larger than 5/8-inch meter)		
Bathroom group (water closet, lavatory, bathtub/shower)	6.0	0.500
Bath, half	4.0	0.333
Dishwasher	2.0	0.167
Drains (by drain size above)	Varies	Varies
Lavatory	4.0	0.333
Shower stall	3.0	0.250
Sink, kitchen	2.0	0.167
Sink, kitchen (garbage grinder/dishwasher)	3.0	0.250
Sink, laundry	2.0	0.167
Washer, clothes (by drain size, above)	Varies	Varies
Notes		
1. Continuous and semi-continuous flows (pumps, air conditioning systems, etc.) are 2.0 FU per gallon per minute (gpm) of flow.		

File Attachments for Item:

13. City Council Resolution No. 2023-126 - A resolution of the City Council of the City of Lake City, Florida, authorizing the execution of an Interlocal Agreement with Columbia County, Florida, the Sheriff of Columbia County, Florida, the Columbia County Fire/Rescue Department, the City of Lake City, Florida, the Lake City Police Department, and the Lake City Fire Department related to a combined Communications 911 center; providing for severability providing for conflicts; and providing for an effective date.

CITY COUNCIL RESOLUTION NO. 2023-126

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AUTHORIZING THE EXECUTION OF AN INTERLOCAL AGREEMENT WITH COLUMBIA COUNTY, FLORIDA, THE SHERIFF OF COLUMBIA COUNTY, FLORIDA, THE COLUMBIA COUNTY FIRE/RESCUE DEPARTMENT, THE CITY OF LAKE CITY, FLORIDA, THE LAKE CITY POLICE DEPARTMENT, AND THE LAKE CITY FIRE DEPARTMENT RELATED TO A COMBINED COMMUNICATIONS 911 CENTER; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Columbia County, Florida, the Office of the Sheriff of Columbia County, Florida, Columbia County Fire/Rescue Department, the City of Lake City Florida, the Lake City Police Department, and the Lake City Fire Department (hereinafter collectively referred to as the “Parties”) desire to enter into an agreement to utilize and share resources in order to provide a cooperative dispatch center for the Parties’ respective 9-1-1 Communication Services to effectively coordinate public safety communications; and

WHEREAS, to promote the health, safety and general welfare of the citizens throughout Columbia County, the Parties wish to improve efficiency and technical capabilities of emergency call taking and County and City law enforcement, fire, and emergency medical services radio dispatch and communications within Columbia County at a reasonable cost to the general public; and

WHEREAS, the Parties wish to set forth the terms and conditions for the operation of such a combined center by this Interlocal Agreement between the Parties; and

WHEREAS, the Parties are acting pursuant to their authority contained in their respective charters, general law, and Section 163.01, Florida Statutes.

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

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

Section 2. The Mayor is authorized to execute the Interlocal Agreement.

Section 3. Severability. If any clause, section, or other part of this

resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portion or applications of this resolution.

Section 4. Conflict. All resolutions or portions of resolutions in conflict with this resolution are hereby repealed to the extent of such conflict.

Section 5. This resolution shall become effective immediately upon passage and adoption.

PASSED AND ADOPTED at a meeting of the City Council this ____ day of November 2023.

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

INTERLOCAL AGREEMENT BETWEEN
COLUMBIA COUNTY, FLORIDA,
THE SHERIFF OF COLUMBIA COUNTY, FLORIDA,
THE COLUMBIA COUNTY FIRE/RESCUE DEPARTMENT,
THE CITY OF LAKE CITY, FLORIDA,
THE LAKE CITY POLICE DEPARTMENT, and
THE LAKE CITY FIRE DEPARTMENT
FOR A COMBINED COMMUNICATIONS 911 CENTER

THIS INTERLOCAL AGREEMENT made and entered into by and between **COLUMBIA COUNTY, FLORIDA**, a charter county and political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as the “County”; **OFFICE OF THE SHERIFF OF COLUMBIA COUNTY, FLORIDA**, a constitutional officer of Columbia County, Florida, hereinafter referred to as the “Sheriff’s Office”; the **COLUMBIA COUNTY FIRE/RESCUE DEPARTMENT**, by and through the Board of County Commissioners, hereinafter referred to as “CCFR”; the **CITY OF LAKE CITY, FLORIDA**, a Florida municipal corporation by and through its City Council, hereinafter referred to as the “City”; the **LAKE CITY POLICE DEPARTMENT**, by and through its Chief, hereinafter referred to as “LCPD” and the **LAKE CITY FIRE DEPARTMENT**, by and through its Chief, hereinafter referred to as “LCFD”.

WITNESSETH:

WHEREAS, the parties wish to memorialize an agreement to utilize and share resources in order to provide a cooperative dispatch center for the parties’ respective 9-1-1 Communication Services, the purpose of which was to effectively coordinate public safety communications;

WHEREAS, to promote the health, safety and general welfare of the citizens throughout Columbia County, the parties wish to improve efficiency and technical capabilities of emergency call taking and County and City law enforcement, fire, and emergency medical services radio dispatch and communications within Columbia County at a reasonable cost to the general public;

WHEREAS, the parties wish to set forth the terms and conditions for the operation of such a combined center by this interlocal agreement between the parties; and

WHEREAS, the parties are acting pursuant to their authority contained in their respective charters, general law, and Section 163.01, Florida Statutes.

NOW, THEREFORE, for and in consideration of the mutual benefits to flow to each other, the parties agree as follows:

SECTION 1: COMBINED COMMUNICATIONS CENTER

The parties agree to maintain a Combined Communications Center, hereinafter referred to as the “Center.” The purpose of the Center shall be to effectively receive calls for emergency assistance, to efficiently coordinate response resources to emergencies and to efficiently and effectively coordinate public safety and emergency services radio communications. Public safety for the purpose of this agreement shall be interpreted to include receiving and dispatching emergency and non-emergency calls for service for first responders and the partner agencies.

The County shall provide a secure, survivable command and control area for response to emergencies occurring within Columbia County. The Center shall be the primary Public Safety Answering Point (“PSAP”) in Columbia County.

SECTION 2: RESPONSIBILITIES AND OBLIGATIONS OF THE PARTIES.

- A. The County had and has the financial responsibility for the construction of the Center, and any future expansions or modifications thereto pursuant to Fla. Stat. section 125.01(1)(c). The County agrees to solicit and consider the parties’ recommendations with respect to any future planning for construction, expansions, or major modifications of the Center.
- B. The County has and shall maintain a back-up Public Safety Communications Center that is in compliance with Florida Department of Law Enforcement (“FDLE”) and Federal Bureau of Investigations (“FBI”) security standards. The City of Lake City shall provide a secure location with adequate generator for the operation of the backup PSAP. The County will provide for the maintenance of all County owned equipment located at the backup PSAP. Should the Backup PSAP need to be relocated for any reason, the new location of the back-up center shall be subject to the advice of the parties, but the final decision for a location shall be the responsibility of the County.
- C. The parties acknowledge that the County shall manage and operate the Center, to include dispatch for the parties and those purposes described in Section 1.
- D. The City agrees to pay the County \$200,000 for a period of 8 years for dispatch services. After 8 years, the City agrees to continue to include a payment to the County for dispatch services as part of the City Fire Assessment at a rate not less than the equivalent of two Telecommunicator positions.
- E. Each agency may address issues, changes, updates, governance or concerns to the 911 Steering Committee for deliberations and the 911 Steering Committee may make recommendations for operational changes. Each Agency is responsible for periodically reviewing the SOP’s pertaining to their operations and making recommendations for changes or amendments.
- F. The affected parties have entered into and maintain a Management Control Agreement (“MCA”) as required by FDLE for the protection of Criminal Justice Information. A copy of the current MCA is attached as Exhibit “A”. This agreement shall be construed as supplemental to the MCA and any proper amendments thereto hereafter made.
- G. All parties to this agreement currently participate in a 911 Steering Committee and agree to continue the 911 Steering Committee as established. The 911 Steering Committee has the responsibility to review, discuss and make recommendations for changes to dispatch procedures and policies. The 911 Steering Committee may make recommendations concerning the radio system to the Communications Committee, which has been created under a separate agreement.
- H. Other committees, including *ad hoc committees*, may be created by the 911 Committee. In addition, committees required by the International Academy of Emergency Dispatch for

utilization of Emergency Medical Dispatch and Emergency Fire Dispatch will be established as requested of the 911 Committee by the Center Director.

- I. The daily operations of the Center shall fall under the Center Director. The Center Director shall report directly to the County Manager as an employee of Columbia County.
- J. The Sheriff's Office shall establish and maintain a secure network or encrypted email for the purpose of sharing F/NCIC data via email for law enforcement purposes. The Sheriff's Office agrees to maintain the network and a centralized CAD system in accordance with the MCA agreement and FDLE requirements. In addition, the Sheriff's Office agrees to maintain the CCFR and EMS Mobile computer terminals. The City agrees to maintain their LEO and fire MCTs as well as a separate records management system. All such F/NCIC activities shall at all times be subject to compliance with the MCA.
- K. Both the Sheriff and LCPD will designate a FAC to monitor F/NCIC, entries and complete validations as required.
- L. The Sheriff's Office and LCPD records custodians shall be responsible for their own validating of stolen boats; abandoned, stolen, or felony vehicles; stolen vehicle parts; license plates; stolen or lost guns; stolen securities; as well as missing persons and unidentified persons.
- M. The Sheriff or LCPD shall have the authority to deny any Center employee, or vendor, or other person or persons access to the secure dispatch room or F/NCIC with due cause.

SECTION 3: FINANCING PLAN.

The annual budget for the Combined Communications Center shall be recommended by the County Manager to the Columbia County Board of County Commissioners. The Commissioners shall have final approval of the budget. The County agrees to pay the annual operating costs of the Combined Communications Center. County shall budget and expend funds in accordance with Florida law.

SECTION 4: PERSONNEL.

- A. The Sheriff's Office, CCFR, LCFD and LCPD may appoint a 911 liaison as a primary contact to coordinate dispatch procedures with the Center Director, for the purpose of making recommendations on their Agency's operations related to dispatching.
- B. The appointed liaisons shall have full access within the Center. The Center shall provide the Liaisons with office space if requested.
- C. The County shall hire personnel to adequately staff the Center and shall reserve the right to assign such personnel within the Center as necessary. At the time of the implementation of this agreement, the County agrees to hire all existing City dispatch personnel so long as such personnel are willing and qualified to serve as Public Safety Telecommunicator/Public Safety Telecommunicator Trainee positions. These City employees would become County employees and must pass all pre-employment screenings and background checks.

FINAL DRAFT as of September 21, 2023

SECTION 5: OPERATIONAL PLAN.

- A. Standards for the provision of services and protocols for the handling and processing of all emergency communication calls received by the Center shall be set forth in the 911 Communication Center Operational Procedures and Guidelines Manual, also known as SOP Manuals. The SOP Manuals shall also include a definition of “calls for service” to be utilized as the basis for apportionment of calls. The Center Director shall be responsible for maintaining the SOP Manuals. The 911 Committee shall be responsible for recommending changes and updates to the SOP Manuals.

- B. No changes to any of the consolidated dispatch agency’s SOP Manuals will be made without the approval of the affected agency. It shall be each agency’s responsibility to maintain current any information necessary to the performance of this Agreement.

SECTION 6: EQUIPMENT

As consideration for this Agreement, all dispatch equipment, computer consoles and radio consoles currently being used in a full-time or back-up dispatch capacity for the City of Lake City, LCPD, or LCFD, will be turned over to The County and become County property. The County will continue to maintain them as to provide a back-up PSAP and provide for a cycle of life replacement.

SECTION 7: DESIGNATION OF POSITIONS

Upon implementing of consolidated 911 dispatch, the Center will designate 9 positions per shift consisting of two for the Sheriff’s Office, one designated for NIC, two designated for LCPD, one designated for fire/EMS, two designated for 911 operators and one designated supervisor. Nothing about this part shall preclude personnel designated for a particular agency from providing support for other personnel regardless of designation. This provision shall at all times be subject to availability of properly trained staff or personnel, determined in the discretion of the Center Director.

SECTION 8: TERM.

This agreement shall become effective upon the recording of this agreement in the Official Records of Columbia County and shall continue in full force and effect until terminated as provided herein. It is understood and agreed that full performance of this Agreement shall not be possible until such time as the MCA has been implemented, the CAD systems and related software/systems are fully operational, and personnel have been transitioned or hired as otherwise provided herein.

SECTION 9: TERMINATION.

Any party to this agreement may terminate this agreement for cause after giving the remaining parties notice of such intention and affording 365 days for the remaining parties to address or cure such cause. If uncured the agreement shall terminate, and the parties shall operate in good faith for the orderly transition of all services hereunder in the interest of preserving and maintaining public safety. In the event of termination without cause, the party giving notice of termination shall bear the costs, if any, of such termination to the Center and to the parties to this agreement that do not elect to terminate without cause. This agreement shall renew each year on its anniversary date unless terminated with notice pursuant to this part.

SECTION 10: AMENDMENTS.

Any party who may desire to amend this interlocal agreement must notify the other parties in writing with type of amendment and reasons for same. This agreement may be amended only by mutual written agreement of all of the parties.

SECTION 11: INDEMNIFICATION.

Each party agrees to be fully responsible for its negligent acts or omissions which in any way relate to or arise out of this agreement. Nothing herein shall be construed as consent by an agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of the contract or as a waiver of sovereign immunity by any party to which sovereign immunity applies.

SECTION 12: NOTIFICATION.

Except as provided herein, any notice, acceptance, request, or approval from any party to the other parties shall be in writing and shall be deemed to have been received when either deposited in a United States Postal Service mailbox or personally delivered with signed proof of delivery. Alternatively, the parties may provide notice via delivery-verified email to the parties' respective official government email addresses provided below. The parties' representatives are:

County: David Kraus
County Manager
david_kraus@columbiacountyfla.com
Post Office Box 1529
Lake City, Florida 32056-1529

Center: Thomas Brazil
County 911 Coordinator
tbrazil@columbiacountyfla.com
263 NW Lake City Avenue
Lake City, Florida 32055

Sheriff: The Honorable Mark Hunter
Columbia County Sheriff
mark.hunter@columbiasheriff.org
4917 East Highway 90
Lake City, Florida 32055

LCPD: Gerald Butler
Chief of Police
ButlerG@lcfla.com
225 NW Main Boulevard
Lake City, FL 32055

CCFD: Jeff Crawford
Fire Chief
jeff_crawford@columbiacountyfla.com
370 SE Race Track Lane
Lake City, FL 32025

LCFD: Joshua Wehinger
Fire Chief
WehingerJ@lcfla.com
225 NW Main Boulevard
Lake City, FL 32055

SECTION 13: THIRD PARTY BENEFICIARIES

This agreement does not create any relationship with, or any rights in favor of, any third party.

SECTION 14. ASSIGNMENT OF INTEREST.

No party shall assign or transfer any interest in this agreement without prior written consent of the other parties.

SECTION 15: SEVERABILITY.

If any provision of this agreement is declared void by a court of law, all other provisions shall remain in full force and effect.

SECTION 16: PREVIOUS AGREEMENTS INCORPORATED.

This Agreement shall, upon being recorded, control as to conflicting provisions of prior agreements other than the MCA between the parties for a cooperative dispatch center. Any prior agreements not in conflict with this Agreement shall continue to have force and effect.

SECTION 17: RECORDING OF AGREEMENT.

The County, upon execution of this agreement by all the parties, shall record this Interlocal Agreement in the Public Records of Columbia County, Florida.

IN WITNESS WHEREOF, the parties have caused this interlocal agreement to be executed for the uses and purposes set forth therein.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed for the uses and purposes set forth therein.

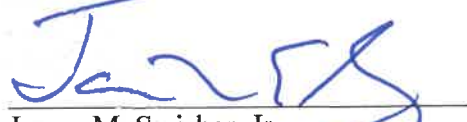
COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

By: 
ROCKY FORD, Chairman

APPROVED AS TO FORM:


Joel F. Foreman
County Attorney

ATTEST:


James M. Swisher, Jr.
Clerk of the Court

COLUMBIA COUNTY SHERIFF'S OFFICE

By: _____
Mark Hunter, Columbia County Sheriff

COLUMBIA COUNTY FIRE/RESCUE

By: _____
Jeff Crawford, Chief

**CITY COUNCIL FOR THE CITY OF LAKE CITY,
FLORIDA**

By: _____
STEPHEN WITT, Mayor

APPROVED AS TO FORM:

ATTEST:

Thomas J. Kennon
City Attorney

Audrey Sikes
City Clerk

LAKE CITY POLICE DEPARTMENT

By: _____
Gerald Butler, Chief

LAKE CITY FIRE DEPARTMENT

By: _____
Joshua Wehinger, Chief

File Attachments for Item:

14. City Council Resolution No. 2023-127 - A resolution of the City Council of the City of Lake City, Florida, appointing Gregory Burnsed as a member of the Board of Trustees of the Lake City Municipal Police Officers Retirement Trust Fund.

CITY COUNCIL RESOLUTION 2023-127

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, APPOINTING GREGORY BURNSED AS A MEMBER OF THE BOARD OF TRUSTEES OF THE LAKE CITY MUNICIPAL POLICE OFFICERS RETIREMENT TRUST FUND.

WHEREAS, Ordinance No. 99-859, as amended, provides that the Board of Trustees of the Lake City Municipal Police Officers Retirement Trust Fund (hereinafter the “Board of Trustees”) shall consist of five (5) persons. Two (2) of the five (5) members of the Board of Trustees shall be legal residents of the City of Lake City and shall be appointed by the City Council. Two (2) members of the Board of Trustees shall be police officers elected by a majority of the police officers who are active members of the plan. A fifth member of the Board of Trustees shall be chosen by a majority of the other four (4) Trustees, and such person’s name shall be appointed the fifth member selected by the other four (4) Trustees as a ministerial duty; and

WHEREAS, the Board of Trustees has had a recent vacancy; and

WHEREAS, Gregory Burnsed, who resides in the City, has expressed a desire to serve as a City Council appointed member of the Board of Trustees; and

WHEREAS, the City Council desires to elect Gregory Burnsed to serve a four (4) year term commencing retroactively to _____, 2023, and ending at Midnight, _____, 2027, or until his successor is appointed.

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

Section 1. The above recitals are all true and accurate and are hereby incorporated in this resolution.

Section 2. That Gregory Burnsed is hereby appointed as an elected members to the Board of Trustees to serve a four (4) year term commencing retroactively to _____, 2023, and ending at Midnight, _____, 2027, or until his successor is appointed.

PASSED AND ADOPTED at a meeting of the City Council on this ___ day of November 2023.

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

**CITY OF LAKE CITY, FLORIDA
CITY BOARD/COMMITTEE APPLICATION**

Dear Applicant:

Thank you for your interest in serving the City of Lake City as a member of a "Citizen" board or committee. We appreciate your willingness to help our elected and appointed officials shape the future of Lake City.

Please note, the City of Lake City is subject to FS 119, therefore this application is subject to disclosure absent any applicable exemptions.

<u>Gregory</u>	<u>Burnsed</u>	<u>L</u>
First Name	Last Name	Middle Initial
<u>Exempt per Chapter 119 F.S.S.</u>		
Home Address		
<u>Lake City</u>	<u>FL</u>	<u>32025</u>
City	State	Zip
	<u>904-626-5132</u>	<u>greg.burnsed@gmail.com</u>
Phone Number	Cell #	Email

The following list compiles the active Boards and Committees of the City. Membership is limited to only one board. Please indicate your preference by marking which Board(s) or Committee(s) you would like to serve:

- Beautification Advisory Committee _____
- Community Redevelopment Advisory Committee _____
- Utility Advisory Committee _____

- Planning and Zoning Board _____
- Board of Trustees – Municipal Firefighters Pension Trust Fund _____
- Board of Trustees – General City Employees Retirement Plan _____
- Board of Trustees – Lake City Municipal Police Officers Retirement Trust Fund XXX

- Charter Review _____

- Other: _____

Please indicate any certifications, skills, or experience that you feel will benefit the City through your service on a Board or Committee.

While not required, please feel free to attach a resume to this application.

File Attachments for Item:

15. City Council Resolution No. 2023-128 - A resolution of the City Council of the City of Lake City, Florida, amending the Annual Operating Budget for the Fiscal Year beginning October 1, 2022, and ending September 30, 2023.

CITY COUNCIL RESOLUTION NO. 2023-128

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AMENDING THE ANNUAL OPERATING BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2022, AND ENDING SEPTEMBER 30, 2023.

WHEREAS, the City Council of the City of Lake City, Florida (hereinafter the “City”) adopted an Annual Operating Budget for the fiscal year beginning October 1, 2022, specifying certain revenues and expenditures; and

WHEREAS, the aforementioned budget presumes that each department generally will, to the best of its ability, maintain its expenditures within the budget levels; and

WHEREAS, pursuant to section 166.241, Florida Statutes, the City may amend a budget at any time within the respective fiscal year or within sixty (60) days following the end of the respective fiscal year; and

WHEREAS, the City Council, in its discretion, has the authority to adjust the budget to more closely coincide with actual and expected events and expenditures.

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

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

Section 2. The Annual Operating Budget of the City for the fiscal year beginning October 1, 2022, is hereby revised and amended as specified in Attachment A.

Section 3. Except as amended in Attachment A, the Annual Operating Budget of the City for the fiscal year beginning October 1, 2022, remains in full force and effect.

Section 4. This resolution shall be effective immediately upon adoption.

PASSED AND ADOPTED at a meeting of the City Council this ____ day
of November 2023.

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

**Attachment A
FY 2023 BUDGET AMENDMENT # 1**

GENERAL FUND - 001

TO	001.05.519-030.45	Operating Expense Insurance	\$ 20,500.00
FROM	001.05.519-090.99.02	Other Uses Contingency	\$ 20,500.00

Adjust Operating Expense Insurance due to additional buildings and property added to the City's policy.

TO	001.05.519-080.82	Grants and Aid to Private Organizations	\$ 250,000.00
FROM	001.05.519-090.99.02	Other Uses Contingency	\$ 250,000.00

Adjust Grants and Aid to Private Organizations to cover the 3rd payment to the County for the Senior Home Repair Program in excess of budget Resolution No. 2023-061.

TO	001.09.519-010.12	Personnel Services Salary	\$ 25,000.00
FROM	001.08.519-010.12	Personnel Services Salary	\$ 25,000.00

Adjust Fleet Personnel Services Salary to cover raise approved by City Manager Paul Dyal.

TO	001.10.519-030.31	Operating Expense Professional Services	\$ 9,500.00
TO	001.10.519-030.34	Operating Expense Contractual Services	\$ 12,000.00
TO	001.10.519-030.43	Operating Expense Utility Services	\$ 11,500.00
FROM	001.10.519-060.63	Capital Outlay Infrastructure	\$ 33,000.00

Adjust Professional Services for FY 2022 OPEB Study paid in excess of budget Resolution No. 2022-126. Adjust Contractual & Utility Services for services paid during the fiscal year in excess of the budget.

TO	001.15.541-030.46	Operating Expense Repairs & Maintenance	\$ 46,000.00
FROM	001.15.541-010.12	Personnel Services Salary	\$ 46,000.00

Adjust Repairs & Maintenance to cover contracted traffic signal maintenance due to not being able to fill Traffic Maintenance Tech positions.

TO	001.18.534-090.99.01	Bad Debt	\$ 4,000.00
FROM	001.18.534-030.34	Operating Expense Contractual Services	\$ 4,000.00

Adjust Bad Debt for write off accounts that were more than what was budgeted.

JUSTICE ASSISTANCE GRANT FUND - 107

TO	107.11.521-030.52	Operating Expense Operating Supplies	\$	9,871.60
TO	107.11.521-060.64	Capital Outlay Machinery & Equipment	\$	6,815.00
FROM	107-331.20	Federal Grants Public Safety	\$	16,686.60

Adjust Operating Supplies grant awarded in the middle of the fiscal year to purchase CPR equipment and night vision goggles. Adjust Machinery & Equipment for another grant awarded to purchase LPR Trailer.

FIRE FUND - 110

TO	110.50.522-030.52	Operating Expense Operating Supplies	\$	28,600.00
FROM	110.50.522-060.64	Capital Outlay Machinery & Equipment	\$	28,600.00

Adjust Operating Supplies to cover supplies and furniture for Fire Station No. 2 that was budgeted in Machinery & Equipment, but not all items qualified as a fixed asset.

AIRPORT FUND - 140

TO	140.60.542-030.52	Operating Expense Operating Supplies	\$	7,000.00
FROM	140.60.542-090.99.02	Other Uses Contingency	\$	7,000.00

Adjust Operating Supplies due to the increase cost of Jet fuel in excess of budget.

AIRPORT CONSTRUCTION FUND - 341

TO	341.60.542-060.63	Capital Outlay Infrastructure	\$	462,000.00
FROM	341-334.31	State Grant Airport Development	\$	462,000.00

Adjust Capital Infrastructure due to FDOT grants awarded during the fiscal year.

WATER SEWER FUND - 410

TO	410.71.536-010.22	Personnel Services Retirement Contributions	\$	12,200.00
TO	410.71.536-030.34	Operating Expense Contractual Services	\$	43,000.00
FROM	410.70.536-090.99.02	Other Uses Contingency	\$	55,200.00

Adjust Retirement Contribution due to a longtime employee retirement not budgeted. Adjust Contractual Services due to new online payment solution, Invoice Cloud, that was not budgeted.

TO	410.72.536-010.23	Personnel Services Life, Health & Disability	\$ 13,500.00
TO	410.72.536-060.64	Capital Outlay Machinery & Equipment	\$ 33,700.00
FROM	410.72.536-030.31	Operating Expense Professional Services	\$ 47,200.00

Adjust Health Insurance due to family plan that was elected and not budgeted. Adjust Capital Machinery & Equipment due to Isolation Transformer that was budgeted in FY 2022 but did not arrive until FY 2023.

NATURAL GAS FUND - 420

TO	420.80.532-030.49	Operating Expense Other Current Charges	\$ 217,000.00
FROM	420.80.532-090.99.02	Other Uses Contingency	\$ 217,000.00

Adjust Other Current Charges paid during the fiscal year in excess of budget due to increased cost of natural gas.

File Attachments for Item:

16. City Council Resolution No. 2023-129 - A resolution of the City Council of the City of Lake City, Florida, authorizing the extension of the initial agreement with James Moore & Co., P.L., for outside auditing services for the fiscal years ending September 30th of 2024, 2025, and 2026; and providing for conflicts.

CITY COUNCIL RESOLUTION NO. 2023-129

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AUTHORIZING THE EXTENSION OF THE INITIAL AGREEMENT WITH JAMES MOORE & CO., P.L., FOR OUTSIDE AUDITING SERVICES FOR THE FISCAL YEARS ENDING SEPTEMBER 30TH OF 2024, 2025, AND 2026; AND PROVIDING FOR CONFLICTS.

WHEREAS, by City Council Resolution No. 2018-009, the City of Lake City, Florida (hereinafter the "City") authorized the execution of an Agreement with James Moore & Co., P.L. (hereinafter "James Moore"), to provide professional outside auditing services for the fiscal years ending September 30th of 2018, 2019, and 2020, and provided for an extension of the services for an additional three (3) years (hereinafter the "Initial Agreement"); and

WHEREAS, the City administration has recommended awarding an extension of the Initial Agreement for an additional three (3) years; and

WHEREAS, the City has received a response from James Moore relating to the City's inquiry about the costs associated with a three (3) year extension of the Initial Agreement; and

WHEREAS, the City and James Moore desire to extend the Initial Agreement for an additional three (3) years pursuant to and in accordance with the terms and conditions of the Initial Agreement, a copy of which is attached hereto as "Exhibit A" and made a part of this resolution (the "Addendum"), with the understanding that any conflicts in the provisions of the Addendum with the Initial Agreement shall be resolved and controlled by the provisions of the Initial Agreement.

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

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

Section 2. The Mayor is authorized to execute the Addendum for, and on behalf of, the City.

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

PASSED AND ADOPTED at a meeting of the City Council this ____ day of November 2023.

CITY OF LAKE CITY, FLORIDA

By: _____
Stephen M. Witt, Mayor

APPROVED AS TO FORM AND LEGALITY:

By: _____
Thomas J. Kennon, III,
City Attorney

ATTEST:

By: _____
Audrey E. Sikes, City Clerk

July 27, 2023

To the Honorable Mayor and City Commissioners Members,
City of Lake City, Florida:

You have requested that we audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Lake City, Florida (the City) as of September 30, 2024, 2025 and 2026, and for the years then ended, and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents.

In addition, if applicable, we will audit the City's compliance over major federal award programs and major state projects for the years ended September 30, 2024, 2025 and 2026.

We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter. Our audits will be conducted with the objectives of our expressing an opinion on each opinion unit and an opinion on compliance regarding the City's major federal award programs and major state projects.

The objectives of our audit of the financial statements are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (GAAS), and in accordance with Government Auditing Standards, and the provisions of Chapter 10.550, Rules of the State of Florida, Office of the Auditor General, will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

The objectives of our compliance audit are to obtain sufficient appropriate audit evidence to form an opinion and report at the level specified in the governmental audit requirement about whether the City complied in all material respects with the applicable compliance requirements and identify audit and reporting requirements specified in the governmental audit requirement that are supplementary to GAAS and Government Auditing Standards, if any, and perform procedures to address those requirements.

Accounting principles generally accepted in the United States of America (U.S. GAAP), as promulgated by the Governmental Accounting Standards Board (GASB) require that supplementary information, such as management's discussion and analysis (MD&A) or budgetary comparison information, be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the GASB, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation, and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by U.S. GAAP. This RSI will be subjected to certain limited procedures but will not be audited:

1. Management's discussion and analysis

2. Budgetary comparison schedules
3. Pension and OPEB schedules (as applicable)

Supplementary information other than RSI will accompany the City's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and perform certain additional procedures, including comparing and reconciling the supplementary information to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and additional procedures in accordance with GAAS. We intend to provide an opinion on whether the following supplementary information is presented fairly in all material respects in relation to the basic financial statements as a whole:

1. Schedule of expenditures of federal awards and state financial assistance (if applicable)
2. General and nonmajor fund combining schedules
3. Schedule of net revenues and debt services coverage

Data Collection Form

If applicable, prior to the completion of our engagement, we will complete the sections of the Data Collection Form that are our responsibility, if the Data Collection Form is applicable. The form will summarize our audit findings, amounts and conclusions. It is management's responsibility to submit a reporting package including financial statements, schedule of expenditure of federal awards, summary schedule of prior audit findings and corrective action plan along with the Data Collection Form to the federal audit clearinghouse. The financial reporting package must be text searchable, unencrypted, and unlocked. Otherwise, the reporting package will not be accepted by the federal audit clearinghouse. We will assist you in the electronic submission and certification. You may request from us copies of our report for you to include with the reporting package submitted to pass-through entities.

The Data Collection Form, if applicable, is required to be submitted within the earlier of 30 days after receipt of our auditors' reports or nine months after the end of the audit period, unless specifically waived by a federal cognizant or oversight agency for audits. Data Collection Forms submitted untimely are one of the factors in assessing programs at a higher risk.

Audit of the Financial Statements

We will conduct our audits in accordance with GAAS and the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States of America (if applicable); the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, Audit Requirements for Federal Awards* (Uniform Guidance) (if applicable); Section 215.97, Florida Statutes, *Florida Single Audit Act* (if applicable), and the provisions of Chapter 10.550, Rules of the State of Florida, Office of the Auditor General (if applicable). As part of an audit of financial statements in accordance with GAAS, and in accordance with Government Auditing Standards, and the provisions of Chapter 10.550, Rules of the State of Florida, Office of the Auditor General, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error,

as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.

- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for a reasonable period of time.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with U.S. GAAS and the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States of America, and the provisions of Chapter 10.550, Rules of the State of Florida, Office of the Auditor General. Please note that the determination of abuse is subjective and *Government Auditing Standards* does not require auditors to detect abuse.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any other periods.

We will issue a written report upon completion of our audit of the City's basic financial statements. Our report will be addressed to the governing body of the City. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s) to our auditors' report, or if necessary, withdraw from the engagement. If our opinions on the basic financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

In accordance with the requirements of *Government Auditing Standards*, we will also issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance over financial reporting will not be an objective of the audit and, therefore, no such opinion will be expressed.

We also will issue a written report as required by Chapter 10.550, Rules of the State of Florida, Office of the Auditor General upon completion of our audit.

Significant Risks Identified

We have identified the following preliminary significant risks of material misstatement as part of our audit planning, which are being communicated to comply with auditing standards and do not represent any specific finding and/or concerns related to the audit:

- Override of internal controls by management
- Improper revenue recognition due to fraud
- Improper use of restricted resources

Our final communication of significant risks identified will take place upon completion of our audit.

Audit(s) of Major Program and/or Major Project Compliance

If applicable, our audit(s) of the City's major federal award program(s) and/or state project(s) compliance will be conducted in accordance with the requirements of the Single Audit Act, as amended; the Uniform Guidance; and Chapter 10.550, Rules of the State of Florida, Office of the Auditor General; and will include tests of accounting records, a determination of major programs and/or projects in accordance with the Uniform Guidance, Chapter 10.550, Rules of the State of Florida, Office of the Auditor General, and other procedures we consider necessary to enable us to express such an opinion on major federal award program and/or major state project compliance and to render the required reports. We cannot provide assurance that an unmodified opinion on compliance will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or withdraw from the engagement.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether material noncompliance with applicable laws and regulations, the provisions of contracts and grant agreements applicable to major federal award programs, and the applicable compliance requirements occurred, whether due to fraud or error, and express an opinion on the City's compliance based on the audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, Government Auditing Standards, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the City's compliance with the requirements of the federal programs as a whole.

Our procedures will consist of determining major federal programs and, performing the applicable procedures described in the U.S. Office of Management and Budget OMB Compliance Supplement for the types of compliance requirements that could have a direct and material effect on each of the City's major programs, and performing such other procedures as we consider necessary in the circumstances. The purpose of those procedures will be to express an opinion on the City's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Also, as required by the Uniform Guidance, we will obtain an understanding of the City's internal control over compliance relevant to the audit in order to design and perform tests of controls to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each of the City's major federal award programs. Our tests will be less in scope than would be necessary to render an opinion on these controls and, accordingly, no opinion will be expressed in our report. However, we will communicate to you, regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we have identified during the audit.

Chapter 10.550, Rules of the State of Florida, Office of the Auditor General requires that we also plan and perform the audit to obtain reasonable assurance about whether material noncompliance with applicable laws and regulations, the provisions of contracts and grant agreements applicable to major state projects,

and the applicable compliance requirements occurred, whether due to fraud or error, and express an opinion on the City's compliance based on the audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, Government Auditing Standards, and Chapter 10.550, Rules of the State of Florida, Office of the Auditor General, will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the City's compliance with the requirements of the state projects as a whole.

Our procedures will consist of tests of transactions and other applicable procedures described in the State of Florida State Projects Compliance Supplement for the types of compliance requirements that could have a direct and material effect on each of the Organization's major state projects, and performing such other procedures as we consider necessary in the circumstances. The purpose of these procedures will be to express an opinion on the City's compliance with requirements applicable to each of its major state projects in our report on compliance issued pursuant to Chapter 10.550, Rules of the State of Florida, Office of the Auditor General.

Also, as required by Chapter 10.550, Rules of the State of Florida, Office of the Auditor General, we will obtain an understanding of the City's internal control over compliance relevant to the audit in order to design and perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major state project. Our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to Chapter 10.550, Rules of the State of Florida, Office of the Auditor General. However, we will communicate to you, regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we have identified during the audit.

As part of a compliance audit in accordance with GAAS, and in accordance with Government Auditing Standards, we exercise professional judgment and maintain professional skepticism throughout the audit. We also identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks.

We will issue a report on compliance that will include an opinion or disclaimer of opinion regarding the City's major federal award programs and/or major state projects, and a report on internal controls over compliance that will report any significant deficiencies and material weaknesses identified; however, such report will not express an opinion on internal control.

Management's Responsibilities

Our audit will be conducted on the basis that management acknowledge and understand that they have responsibility:

1. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America;
2. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error;
3. For identifying, in its accounts, all federal awards received and state financial assistance expended during the period and the federal programs under which they were received;

4. For maintaining records that adequately identify the source and application of funds for federally funded activities;
5. For preparing the schedule of expenditures of federal awards and/or state financial assistance (including notes and noncash assistance received) in accordance with the Uniform Guidance (if applicable) and Chapter 10.550, Rules of the State of Florida, Office of the Auditor General requirements (if applicable);
6. For the design, implementation, and maintenance of internal control over federal awards, state financial assistance, and compliance;
7. For establishing and maintaining effective internal control over federal awards and state financial assistance that provides reasonable assurance that the City is managing federal awards and state projects in compliance with federal and state statutes, regulations, and the terms and conditions of the federal awards and state financial assistance;
8. For identifying and ensuring that the City complies with federal laws and state statutes, regulations, and the terms and conditions of federal award programs and state financial assistance projects and implementing systems designed to achieve compliance with applicable federal and state statutes, regulations, rules, provisions of contracts or grant agreements, and the terms and conditions of federal award programs and state financial assistance projects;
9. For disclosing accurately, currently, and completely the financial results of each federal award and major state project in accordance with the requirements of the award;
10. For identifying and providing report copies of previous audits, attestation engagements, or other studies that directly relate to the objectives of the audit, including whether related recommendations have been implemented;
11. For taking prompt action when instances of noncompliance are identified;
12. For addressing the findings and recommendations of auditors, for establishing and maintaining a process to track the status of such findings and recommendations and taking corrective action on reported audit findings from prior periods and preparing a summary schedule of prior audit findings;
13. For following up and taking corrective action on current year audit findings and preparing a corrective action plan for such findings;
14. For submitting the reporting package and data collection form to the appropriate parties;
15. For making the auditor aware of any significant contractor relationships where the contractor is responsible for program compliance;
16. To provide us with:
 - a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements, including the disclosures, and relevant to federal award programs and state financial assistance projects, such as records, documentation, and other matters;
 - b. Additional information that we may request from management for the purpose of the audit;
 - c. Unrestricted access to persons within the City from whom we determine it necessary to obtain audit evidence.
 - d. A written acknowledgement of all the documents that management expects to issue that will be included in the annual report and the planned timing and method of issuance of that annual report; and
 - e. A final version of the annual report (including all the documents that, together, comprise the annual report) in a timely manner prior to the date of the auditors' report
17. For adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year period(s) under audit are immaterial, both individually and in the aggregate, to the financial statements as a whole;
18. For acceptance of nonattest services, including identifying the proper party to oversee nonattest work;
19. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets;

20. For informing us of any known or suspected fraud affecting the City involving management, employees with significant role in internal control and others where fraud could have a material effect on compliance;
21. For the accuracy and completeness of all information provided;
22. For taking reasonable measures to safeguard protected personally identifiable and other sensitive information;
23. For confirming your understanding of your responsibilities as defined in this letter to us in your management representation letter; and
24. For identifying and ensuring that the City complies with applicable laws, regulations, contracts, agreements, and grants.
25. Additionally, it is management's responsibility to follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan. The summary schedule of prior audit findings should be available for our review on the first day of fieldwork.

With regard to the supplementary information referred to above, you acknowledge and understand your responsibility (a) for the preparation of the supplementary information in accordance with the applicable criteria, (b) to provide us with the appropriate written representations regarding supplementary information, (c) to include our report on the supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information, and (d) to present the supplementary information with the audited financial statements, or if the supplementary information will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance by you of the supplementary information and our report thereon.

As part of our audit process, we will request from management written confirmation concerning representations made to us in connection with the audit.

Additional Examination Engagements

You have requested that we examine the City's compliance for the fiscal years ended September 30, 2024, 2025 and 2026, with the following statutes (collectively, "the Statutes"):

- Section 218.415, Florida Statutes, *Local Government Investment Policies*

We are pleased to confirm our acceptance and our understanding of this examination engagement by means of this letter. Our examination will be conducted with the objective of obtaining reasonable assurance by evaluating whether the City complied in all material respects with the Statutes and performing other procedures to obtain sufficient appropriate evidence to express an opinion in a written practitioner's report that conveys the results of our evaluation.

Practitioner Responsibilities

We will conduct our examination in accordance with the attestation standards established by the American Institute of Certified Public Accountants. An examination involves performing procedures to obtain attest evidence about whether the City complied with the Statutes, in all material respects. The nature, timing, and extent of procedures selected depend on the practitioner's judgment, including the assessment of the risks of material misstatement of the subject matter, whether due to fraud or error. A direct examination is

designed to obtain reasonable assurance about whether the underlying subject matter as measured or evaluated against the criteria is free from material misstatement.

Because of the inherent limitations of an examination, together with the inherent limitations of internal control, an unavoidable risk exists that some material misstatements or misrepresentations may not be detected, even though the examination is properly planned and performed in accordance with the attestation standards. However, we will inform you of any material noncompliance with laws or regulations, uncorrected misstatements, fraud, and when relevant to the underlying subject matter or subject matter information, internal control deficiencies that comes to our attention, unless clearly inconsequential.

Management Responsibilities

Our examination will be conducted on the basis that management and, when appropriate, those charged with governance, acknowledge and understand that they have responsibility:

1. For ensuring the City complies with the Statutes;
2. For the design, implementation, and maintenance of internal control to prevent, or detect and correct, misstatement of or noncompliance with the Statutes, due to fraud or error;
3. For selecting the criteria for the evaluation of the City's compliance with the Statutes;
4. Determining that such criteria are suitable, will be available to the intended users, and are appropriate for the purpose of the engagement; and
5. To provide us with:
 - a. Access to all information of which management is aware that is relevant to compliance with the Statutes, such as records, documentation, and other matters and that you are responsible for the accuracy and completeness of that information;
 - b. Additional information that we may request from management for the purpose of the examination; and
 - c. Unrestricted access to persons within the City from whom we determine it necessary to obtain attest evidence.

As part of our examination process, we will request from you written confirmation concerning representations made to us in connection with the examination.

Reporting

We will issue a written report upon completion of our examination of the City's compliance with the Statutes. Our report will be addressed to the governing body. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement.

Nonattest Services

We will perform the following nonattest services: assistance with preparation of financial statements, schedule of expenditures of federal awards and state financial assistance, preparation of data collection form, assistance of fixed asset and depreciation schedules (if requested), assistance with year-end schedules and reconciliations to accounting general ledger system (as requested), and assistance with lease and SBITA calculations. With respect to any nonattest services we perform, we will not assume management responsibilities on behalf of the City. However, we will provide advice and recommendations to assist management of the City in performing its responsibilities. The City's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual (Angela Moore) to oversee the services; (c) evaluating the adequacy of the services performed;

(d) evaluating and accepting responsibility for the results of the services performed; and (e) establishing and maintaining internal controls, including monitoring ongoing activities.

Our responsibilities and limitations of the engagement are as follows. We will perform the services in accordance with applicable professional standards. This engagement is limited to the services previously outlined. Our firm, in its sole professional judgment, reserves the right to refuse to do any procedure or take any action that could be construed as making management decisions or assuming management responsibilities, including determining account coding and approving journal entries. Our firm may advise the City with regard to different matters, but the City must make all decisions with regard to those matters.

Any nonattest services performed by us do not constitute an audit performed in accordance with *Government Auditing Standards*.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents or support for any other transactions we select for testing.

We do not host, are not the custodian of, and accept no responsibility for your financial and non-financial data. You acknowledge that you have sole responsibility for the storage and preservation of your financial and non-financial data.

During the course of the audit, we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

You agree to inform us of facts that may affect the financial statements of which you may become aware during the period from the date of the auditors’ report to the date the financial statements are issued.

Zach Chalifour is the service leader for the audit services specified in this letter. The service leader’s responsibilities include supervising the services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the reports.

Our fees for the audit of the financial statements and related services, including expenses, for each of the fiscal years included in this engagement are as follows:

<u>Year Ending September 30,</u>	<u>Audit Fee</u>	<u>Per Major Program Single Audit Fee (if applicable)</u>	<u>CRA Audit</u>
2024	\$60,000	\$4,000	\$5,000
2025	\$63,000	\$4,000	\$5,500
2026	\$66,000	\$4,000	\$6,000

Additional Accounting Assistance

If requested, we will provide our assistance with year-end schedules, reconciliations to accounting general ledger system and implementation of GASB Statement No. 87, *Leases* and GASB Statement No. 96, *Subscription-Based Information Technology Arrangements* (the Statements). Listed below is the requested assistance with year-end schedules and reconciliations to accounting general ledger system:

- Long term debt year-end entries - \$2,500
- Florida Retirement System (FRS) and GASB 68 journal entries for other pension plans - \$2,500
- Other post-employment benefits (OPEB) allocation and proposed entry - \$500
- Fixed asset and depreciation calculations - \$4,000
- Leases and Subscription-Based Technology Arrangements (SBITA) – \$5,000 (\$500 one time fee for each additional new agreement)

All annual supporting lease schedules will be presented to you for approval. Should you desire to take over the responsibility for all future updates, we utilize a cloud-base software for which your account could be transferred to you for direct billing by the third-party software provider.

Other Matters

Our ability to provide services in accordance with our estimated fees depends on the quality, timeliness, and accuracy of the City's records, and, for example, the number of general ledger adjustments required as a result of our work. We will also need your personnel to be readily available during the engagement to respond in a timely manner to our requests. Lack of preparation, poor records, general ledger adjustments and/or untimely assistance may result in an increase of our fees.

We will not increase the fee over the agreed amount as long as the scope of the audit is consistent with the scope outlined in the Request for Proposal (RFP). The City is not completely in control of the scope of work for future years. Significant required changes may be mandated by federal, state, other regulatory agencies or accounting and auditing standards boards or by significant staff changes within the City. For these reasons, if the scope of the audit changes significantly from the scope outlined in the RFP, we would present for approval, prior to commencing work, why an adjustment in fee is warranted.

This engagement may be terminated by either party for noncompliance with the terms as noted in this engagement letter. The parties will provide 60 days' notice of their intention to terminate the engagement. Upon completion of this engagement with the audit for the year ended September 30, 2026, new engagements can be entered into for up to two additional three-year periods, at the option of both parties. Any such engagements will be evidenced by a new engagement letter.

At the conclusion of our audit engagement, we will communicate to those charged with governance the following significant findings from the audit:

- Our view about the qualitative aspects of the City's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management's consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

In accordance with the requirements of *Government Auditing Standards*, we have attached a copy of our latest external peer review report of our firm for your consideration and files.

The audit documentation for this engagement is the property of James Moore & Co., P.L. and constitutes confidential information. However, we may be requested to make certain audit documentation available to a grantor or their designee, a federal or state agency providing direct or indirect funding, or the U.S. Government Accountability Office pursuant to authority given to it by laws or regulation, or to peer reviews. If requested, access to such audit documentation will be provided under the supervision of James Moore & Co., P.L. personnel. We will notify you of any such request. Furthermore, upon request, we may provide copies of selected audit documentation to these agencies and regulators. The regulators and agencies may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

In the normal course of business, we use the services of third-parties and individual contractors, which are not employees of James Moore & Co., P.L. Those services are performed at various levels and in various aspects our engagements including bookkeeping, tax return preparation, consulting, audit and other attest services and clerical and data entry functions. It is possible that during the course of the engagement we may utilize such third-party and individual contractor sources. Additionally, the engagement will, of necessity, require us to handle confidential information and we expect third-party service providers and individual contractors to maintain the confidentiality of such information. To be reasonably assured that unauthorized release of confidential client information does not occur, we require those individuals and third-party service providers to enter into a written agreement to maintain the confidentiality of such information. Your acceptance of this arrangement acknowledges and accepts our handling of confidential information including access by third-party and individual service providers.

This engagement letter includes the attached James Moore & Co., P.L. Standard Terms and Conditions as Attachment A which is incorporated and made a part of this engagement letter by reference.

We appreciate the opportunity to be of service to the City of Lake City, Florida and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,



JAMES MOORE & CO., P.L.

RESPONSE:

This letter correctly sets forth the understanding of the City of Lake City, Florida.

By _____

Title _____

Date _____

File Attachments for Item:

17. City Council Resolution No. 2023-133 - A resolution of the City Council of the City of Lake City, Florida amending the Personnel Manual for the City; authorizing and adopting a revised Sick Leave Incentives Policy; incorporating the revised Sick Leave Incentives Policy into Chapter 10 Leave Accounting of the Personnel Manual; and providing an effective date.

Meeting Date
November 6, 2023

CITY OF LAKE CITY

Report To Council

AGENDA	
Section	
Item No.	

SUBJECT: Modify Personnel Manual Section 10.02 D - Sick Leave Incentive
DEPT. / OFFICE: Human Resources, City Hall

Originator: BillieJo Bible, Human Resources Director		
City Manager Dee Johnson	Department Director BillieJo Bible	

Recommended Action:
 Modify Personnel Manual Section 10.02 D, related to sick leave incentive annual payment date, balance, and availability to be effective 11/6/2023. Also, authorize the current incentive policy to remain in effect through 11/30/2023 and to run concurrently this year only with proposed new policy.

Summary Explanation & Background:
 Current policy: Section 10.02 D - Sick Leave Incentives
 Annually, during first week of December, employees having a sick leave balance of 60 hours or more may request payment for up to 24 hours of available sick leave. All employees may use up to four (4) days sick leave during the budget year as "personal" leave days. Personal leave days may not be carried over to a new budget year.

Proposed policy: Section 10.02 D – Sick Leave Incentives
 Annually, during first week of ~~December~~ November, employees having a sick leave balance of ~~60~~ 80 hours or more may request payment up to ~~24~~ 40 hours of available sick leave. All employees may use up to four (4) days sick leave during the budget year as "personal" leave days. Personal leave days may not be carried over to a new budget year.

By modifying the policy from December to November will provide employees the availability of the funds prior to the Christmas Holidays.

Staff is proposing for the current incentive to remain in effect through 11/30/2023 and run concurrent with the proposed new policy for this year only. This gives those employees who intended to claim the 24 hours with a balance of 60 hours, the opportunity to still submit their request; as well as those who have a balance of 80 hours the opportunity to request the 40 hours.

The hours already budgeted from accumulated leave time of employees.

Alternatives:
 Deny request and continue with 60/24 incentive policy

Source of Funds:
 Already budgeted for 2024 fiscal year

Financial Impact:
 None

Exhibits Attached:
 None

CITY COUNCIL RESOLUTION NO. 2023-133

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA AMENDING THE PERSONNEL MANUAL FOR THE CITY; AUTHORIZING AND ADOPTING A REVISED SICK LEAVE INCENTIVES POLICY; INCORPORATING THE REVISED SICK LEAVE INCENTIVES POLICY INTO CHAPTER 10 LEAVE ACCOUNTING OF THE PERSONNEL MANUAL; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Lake City (hereinafter the “City”) adopted the Personnel Manual by City Council Resolution No. 2014-071; and

WHEREAS, the City has drafted a revised Sick Leave Incentives Policy (hereinafter the “Policy”) to Chapter 10 Leave Accounting, Section 10.02 Sick Leave, Subsection D. Sick Leave Incentives of the Personnel Manual; and

WHEREAS, the City Council finds that it is in the best interest of the City to adopt the revised Policy, a copy of which is 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, AS FOLLOWS:

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

Section 2. The revised Sick Leave Incentives Policy is hereby adopted and authorized for implementation into the Personnel Manual.

[Remainder of this page left blank intentionally.]

Section 3. This resolution shall take effect immediately upon its adoption.

Section 4. This resolution authorizes the current Sick Leave Incentives Policy to remain in effect through November 30, 2023 and run concurrent with the new revised Sick Leave Incentives policy for this year only.

PASSED AND ADOPTED at a meeting of the City Council on this ____ day of November 2023.

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

“Exhibit A”

Sick Leave Incentives Policy

10.02 SICK LEAVE

D. Sick Leave Incentives.

Annually, during first week of November, employees having a sick leave balance of 80 hours or more may request payment up to 40 hours of available sick leave. All employees may use up to four (4) days sick leave during the budget year as “personal” leave days. Personal leave days may not be carried over to a new budget year.