
CITY COUNCIL REGULAR SESSION

CITY OF LAKE CITY

August 07, 2023 at 6:00 PM

Venue: City Hall

AGENDA

REVISED

Revised 8/4/2023: Item #14 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.](#) July 17, 2023 Regular Session

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 - None

Presentations

- [2.](#) Dr. Erica Mayo - PowerPoint: Drive thru Pharmacy Proposal utilizing the old drive thru area at City Hall (Council Member Jake Hill)
- [3.](#) Ron Cadle, Hooked on Heroes, Inc. - funding request in the amount of \$10,000.00 annually for five years for fishing trips for veterans (Council Member Ricky Jernigan)

Old Business

Ordinances

Open Public Hearing

- [4.](#) City Council Ordinance No. 2023-2253 (final reading) - An ordinance of the City of Lake City, Florida, pursuant to Petition No. ANX 23-02, relating to voluntary annexation; making findings; annexing certain real property located in Columbia County, Florida, which is reasonably compact, and contiguous to the boundaries of the City of Lake City, Florida, into the boundaries of the City of Lake City, Florida, providing for severability; repealing all ordinances in conflict; and providing an effective date. (Lake City U Automotive Management, LLC)

Passed on first reading 7/17/23

Close Public Hearing

Adopt City Council Ordinance No. 2023-2253 on final reading

Other Items

- [5.](#) Discussion and Possible Action: Richardson Community Center Funding Request

New Business

Ordinances

- [6.](#) City Council Ordinance No. 2023-2254 (first reading) - An ordinance of the City of Lake City, Florida, amending Chapter 2, Article 2, of the City Code of Ordinances; providing for amendments to the composition, functions, and

responsibilities of various special standing committees; providing for severability; providing for the repeal of conflicts; providing for codification; and providing an effective date.

Adopt City Council Ordinance No. 2023-2254 on first reading

- [7.](#) City Council Ordinance No. 2023-2255 (first reading) - An ordinance of the City of Lake City, Florida, prohibiting smoking and vaping in Public Parks within the City of Lake City, Florida, providing for severability, and providing for an effective date.

Adopt City Council Ordinance No. 2023-2255 on first reading

- [8.](#) City Council Ordinance No. 2023-2256 (first reading) - An ordinance of the City of Lake City, Florida, amending the Official Zoning Atlas of the City of Lake City Land Development Regulations, as amended; relating to the rezoning of ten or less contiguous acres of land, pursuant to an application, Z 23-04, by the property owner of said acreage; providing for rezoning from Commercial General (CG) to Commercial, Intensive (CI) of certain lands within the Corporate Limits of the City of Lake City, Florida; providing severability; repealing all ordinances in conflict, and providing an effective date. (Boris Patricia Faye Revocable Living Trust)

Adopt City Council Ordinance No. 2023-2256 on first reading

Resolutions

- [9.](#) City Council Resolution No. 2023-080 - A resolution of the City Council of the City of Lake City, Florida, authorizing the execution of a contract with Bliss Products and Services, Inc., for the purchase and installation of a 24 foot in length X 30 foot in width X 12 foot in height prefabricated metal building (pole barn) at a cost not to exceed \$19,731.08.
- [10.](#) City Council Resolution No. 2023-081 - A resolution of the City Council of the City of Lake City, Florida, authorizing the execution of a contract with Advantage Contracting Group, Inc., for repairs to the existing stadium seating area at Memorial Stadium at a cost not to exceed \$36,000.00.
- [11.](#) City Council Resolution No. 2023-082 - A resolution of the City Council authorizing the execution and renewal of a Cooperative Service Agreement with the CDS Family & Behavioral Health Services, Inc.; providing for coordination, referral, and effective service delivery of counseling, case management and prevention services to clients and their families; and providing for an effective date.
- [12.](#) City Council Resolution No. 2023-083 - A resolution of the City Council of the City of Lake City, Florida, authorizing the City, by and through it's Lake City

Police Department to enter into an Interagency Agreement with the Panama City Beach Police Department for information exchange and use.

[13.](#) City Council Resolution No. 2023-087 - A resolution of the City Council of the City of Lake City, Florida, constituting the Fiscal Year 2023-24 Preliminary Fire Assessment Resolution; providing authority; providing purpose and definitions; relating to the provision of Fire Protection Services, facilities and programs in the City of Lake City, Florida; confirming previous resolutions, as amended; reimposing Fire Protection not-to-exceed Assessment Rates; directing the preparation of the Preliminary Assessment Roll; authorizing a public hearing and directing the provision of notice thereof; providing for application of assessment proceeds; providing for conflicts; and providing for an effective date.

[14.](#) City Council Resolution No. 2023-90 - A resolution of the City Council of the City of Lake City, Florida, authorizing the City to accept and approve the minor subdivision plat titled "Bailey's Cove"; subject to all conditions, provisions and requirements of the City's Code of Ordinances, Land Development Regulations, and Comprehensive Plan, as amended; accepting the dedications shown on the plat; accepting the completion of all existing and future public improvements as are required for the subdivision; authorizing execution and recording of the plat; providing for the recordation of the plat; and providing for an effective date.

Other Items - None

Departmental Administration - None

Comments by Council Members

Adjournment

UPCOMING DATES OF INTEREST

August 15, 2023 4:00 PM Council Budget Workshop-General Fund/CRA/Fire/Airport

August 16, 2023 4:00 PM Council Budget Workshop-Enterprise Funds

September 5, 2023 6:00 PM City Council Meeting

September 11, 2023 6:00 PM Special Called City Council Meeting-Tentative Budget Hearing and Public Hearing to Adopt Final Annual Fire Assessment Resolution

September 18, 2023 6:00 PM City Council Meeting-Final Budget Hearing

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. July 17, 2023 Regular Session

The City Council in and for the citizens of the City of Lake City, Florida, met in Regular Session, on July 17, 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 – Council Member Ricky Jernigan

ROLL CALL

Mayor/Council Member
City Council

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

City Attorney
City Manager
Sergeant-at-Arms
City Clerk

PROCLAMATIONS – None

MINUTES

1. June 29, 2023 Council Workshop
2. July 3, 2023 Regular Session

Mr. Sampson made a motion to approve the June 29, 2023 Council Workshop and July 3, 2023 regular session minutes as presented. Mr. Jernigan seconded the motion and the motion carried unanimously on a voice vote.

APPROVAL OF AGENDA

Due to a scheduling conflict, Ms. Young stated she had to leave the meeting early and requested Items #15-18 to be moved up on the agenda prior to presentations. **Mr. Sampson made a motion to approve the agenda as amended. Mr. Jernigan seconded the motion and the motion carried unanimously on a voice vote.**

Ms. Young reported she had to leave at 7:00 PM to attend First Central District Congress of Christian Education at New Bethel Missionary Baptist Church, with Pastor Alvin Baker, and requested to present them with a welcome and key to the City.

PUBLIC PARTICIPATION – PERSONS WISHING TO ADDRESS COUNCIL

- Aaron Trippensee

APPROVAL OF CONSENT AGENDA – None

NEW BUSINESS

Other Items

15. Update on City Projects (City Manager Paul Dyal)

Mr. Dyal reported his office was working closely with the Clerk's office in creating a task list of ongoing projects, and provided brief updates on: Annie Mattox Park resurfacing, cameras and light pole installation; progression at Gwen Lake with new engineering firm; clearing and grubbing at Lake Montgomery Pier, as well as camera and new fencing locations; the North Downtown Project list consisting of trashcans, pavers and concrete, relocation of Welcome to Downtown sign, and relocation of Historic District Sign; eminent domain process on lot for parking at Sally Mae Jerry Park; third round of \$250,000.00 distributed to Columbia County for the Senior Home Repair Project and Memorial Stadium repairs.

City Attorney Kennon reported the eminent domains for the property next to Sally Mae Jerry Park have been filed and his office was waiting for the court to issue a summons to the property owners.

16. Discussion - September Cleanup Day (Council Member Chevella Young)

Mr. Dyal reported Customer Service Director Katrina Medearis reached out to Waste Pro about a City-wide Cleanup Day. Waste Pro is willing to provide roll-offs and just needs a date, time and location. Mr. Dyal reported the City would be responsible for tippage fees.

Ms. Young suggested providing food for participants. Members discussed locations, as well as roll-off sites.

DEPARTMENTAL ADMINISTRATION

17. Discussion and Possible Action: Staff recommendation to approve proposed FY 23/24 "Tentative" Millage Rate to the Columbia County Tax Appraiser for Truth in Millage (TRIM) Notice advertisement to property owners for the City's Tentative Budget Hearing (City Manager Paul Dyal and Finance Director Angie Taylor Moore)

Ms. Moore reported the current rate was 4.900 mills and would be a \$325,000.00 revenue increase. If members wanted to approve the rollback rate, the revenue would stay the same.

Mr. Jernigan made a motion to approve the FY 23/24 "Tentative" Millage Rate of 4.900 to the Columbia County Tax Appraiser for Truth in Millage (TRIM) Notice advertisement to property owners for the City's Tentative Budget Hearing. Mayor Witt seconded the motion. A roll call vote was taken and the motion carried.

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

- Discussion and Possible Action: Staff recommendation to approve the TRIM schedule for FY23/24 (City Manager Paul Dyal and Finance Director Angie Taylor Moore)

Mr. Jernigan made a motion to approve the TRIM schedule for FY23/24. Mr. Sampson seconded the motion. A roll call vote was taken and the motion carried.

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

PRESENTATIONS

- Tammy Magstadt, Treasurer Richardson Community Center, funding request

Tammy Magstadt and Linard Johnson addressed the members regarding funding for the Richardson Community Center.

Members discussed and reiterated the motion made on April 5, 2023 as it relates to funding programs at the Richardson Community Center.

PUBLIC COMMENT: Sylvester Warren

Note: Council Member Chevella Young left upon conclusion of Item #3.

- Gallagher Benefits Presentation - J.D. Curtis, Benefits Consultant, Tyson Johnson and Ryan Whittington

J.D. Curtis and Ryan Whittington gave a Powerpoint presentation for consideration of changing health insurance companies from United Health Care to Florida Blue.

- Nick Patel - Circle K Highway 90 & I75 (Council Member Jake Hill)

Mr. Patel provided a prepared handout to the City Council members.

Mr. Patel and his attorney, Guy Norris, requested for the City Council to interpret whether the proposed development authorized by City permit #46609 for Gateway Crossings is a truck stop or an automotive service station under the Land Development Regulations of the City.

Attorney Todd Kennon reported the Planning and Zoning Board is restarting this process in August and he would keep the members apprised of the progress.

OLD BUSINESS

Ordinances – None

Resolutions – None

Other Items

6. Discussion and Possible Action: Property next to Wilson Family Theater located at 348 North Marion Avenue (City Manager Paul Dyal)

Mr. Dyal asked for guidance regarding the lot next to the Wilson Family Theater.

Members concurred to make this a public parking area.

7. Discussion and Possible Action - Tobacco Free Parks (Council Member Ricky Jernigan)

Members concurred to move forward with the draft ordinance for tobacco free parks.

8. Update on Gwen Lake (City Manager Paul Dyal)

This update was covered under Item #15.

NEW BUSINESS

Ordinances

9. City Council Ordinance No. 2023-2253 (first reading) - An ordinance of the City of Lake City, Florida, pursuant to Petition No. ANX 23-02, relating to voluntary annexation; making findings; annexing certain real property located in Columbia County, Florida, which is reasonably compact, and contiguous to the boundaries of the City of Lake City, Florida, into the boundaries of the City of Lake City, Florida; providing severability; repealing all ordinances in conflict; and providing an effective date. (Lake City U Automotive Management, LLC.) **Mr. Sampson made a motion to approve City Council Ordinance No. 2023-2253 on first reading, pursuant to Petition No. ANX 23-02, relating to voluntary annexation; making findings; annexing certain real property located in Columbia County, Florida, which is reasonably compact, and contiguous to the boundaries of the City of Lake City, Florida, into the boundaries of the City of Lake City, Florida. Mr. Jernigan seconded the motion. A roll call vote was taken and the motion carried.**

Mr. Sampson Aye
Mr. Jernigan Aye
Mayor Witt Aye

Resolutions

10. City Council Resolution No. 2023-076 - A resolution of the City Council of the City of Lake City, Florida, authorizing the execution of the State Highway Lighting, Maintenance, and Compensation Agreement Work Order with the State of Florida, Department of Transportation; providing for the terms and conditions of maintenance of the State Facilities to be maintained by the City; and establishing an effective date. (ASO25) **Mr. Jernigan made a motion to approve City Council Resolution No. 2023-076, authorizing the execution of the State Highway Lighting, Maintenance, and Compensation Agreement Work Order with the State of Florida, Department of Transportation, and providing for the terms and conditions of maintenance of the State Facilities to be maintained by the City. Mr. Sampson seconded the motion. A roll call vote was taken and the motion carried.**

Mr. Jernigan Aye
Mr. Sampson Aye
Mayor Witt Aye

11. City Council Resolution No. 2023-077 - A resolution of the City Council of the City of Lake City, Florida, authorizing the execution of a Grant Agreement with the State of Florida, Department of Financial Services, to facilitate the Public Safety Building Generator and HVAC replacement and reimburse the City for certain costs expended up to an amount of \$422,000.00. **Mr. Sampson made a motion to approve City Council Resolution No. 2023-077, authorizing the execution of a Grant Agreement with the State of Florida, Department of Financial Services, to facilitate the Public Safety Building Generator and HVAC replacement and reimburse the City for certain costs expended up to an amount of \$422,000.00. Mr. Jernigan seconded the motion. A roll call vote was taken and the motion carried.**

Mr. Sampson Aye
Mr. Jernigan Aye
Mayor Witt Aye

12. City Council Resolution No. 2023-078 - A resolution of the City Council of the City of Lake City, Florida, authorizing and adopting a Security and Awareness Training and Testing Policy; and providing an effective date. (Information Technology) **Mr. Jernigan made a motion to approve City Council Resolution No. 2023-078, authorizing and adopting a Security and Awareness Training and Testing Policy. Mr. Sampson seconded the motion. A roll call vote was taken and the motion carried.**

Mr. Jernigan **Aye**
Mr. Sampson **Aye**
Mayor Witt **Aye**

13. City Council Resolution No. 2023-079 - A resolution of the City Council of the City of Lake City, Florida, authorizing the Lake City Police Department to apply for the Edward Byrne Memorial Justice Assistance Grant in the amount of \$15,448.00; providing for the procurement of equipment for the use and benefit of the Police Department; and providing for an effective date. **Mr. Sampson made a motion to approve City Council Resolution No. 2023-079, authorizing the Lake City Police Department to apply for the Edward Byrne Memorial Justice Assistance Grant in the amount of \$15,448.00, and providing for the procurement of equipment for the use and benefit of the Police Department. Mr. Jernigan seconded the motion. A roll call vote was taken and the motion carried.**

Mr. Sampson **Aye**
Mr. Jernigan **Aye**
Mayor Witt **Aye**

Other Items

14. Informational Purposes Only - City Attorney, Robinson, Kennon and Kendron, P.A, invoices for May and June 2023. Folds Walker, LLC invoice for June 2023
15. Update on City Projects (City Manager Paul Dyal)
Per a motion made to amend the agenda, this item moved up on the agenda.
16. Discussion - September Cleanup Day (Council Member Chevella Young)
Per a motion made to amend the agenda, this item moved up on the agenda.

DEPARTMENTAL ADMINISTRATION

17. Discussion and Possible Action: Staff recommendation to approve proposed FY 23/24 "Tentative" Millage Rate to the Columbia County Tax Appraiser for Truth in Millage (TRIM) Notice advertisement to property owners for the City's Tentative Budget Hearing (City Manager Paul Dyal and Finance Director Angie Taylor Moore)
Per a motion made to amend the agenda, this item moved up on the agenda.
18. Discussion and Possible Action: Staff recommendation to approve the TRIM schedule for FY23/24 (City Manager Paul Dyal and Finance Director Angie Taylor Moore)
Per a motion made to amend the agenda, this item moved up on the agenda.

COMMENTS BY COUNCIL MEMBERS

Mr. Kennon requested to add to the Attorney General Opinion request, if Glennel Bowden could serve on the Public Pension Board. Members concurred for him to include this in the Attorney General request.

Mr. Kennon recommended for Mr. Bowden to remain on the General Employee Pension Board until the opinion is received. Members concurred.

ADJOURNMENT

Mr. Sampson made a motion to adjourn at 8:17 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. Dr. Erica Mayo - PowerPoint: Drive thru Pharmacy Proposal utilizing the old drive thru area at City Hall (Council Member Jake Hill)

Mayo Drive-Thru Pharmacy

Dr. Erica Mayo



Who is Dr. Erica Mayo? (Resume At-A-Glance)

- Education
 - Florida A&M University
 - Doctorate of Pharmacy Degree: Magna Cum Laude
- Certifications:
 - Certified Test and Treat Pharmacist
 - Collaborative Pharmacy Practice Agreement
 - Lab Order and Evaluation Certification
 - Teaching and Learning Certification
 - Diabetes Education Certification
 - Certified Immunization Pharmacist
- Other Licenses
 - Consultant Pharmacist

Who is Dr. Erica Mayo (Resume At-A-Glance)

- Qualifications
 - Pharmacy Management
 - Acquisitions
 - Immunization Clinics
 - New Business/Pharmacy Growth (Nursing Facilities)
 - Team Building
 - Service Excellence
 - Store Recovery
 - Loss and Prevention Specialists recovering millions of dollars
 - Established Professional Relationships with local Physicians
 - Native of Columbia County
 - Current Business Owner



Drive-Thru Pharmacy: Purpose



Promote Safe and Convenient Services



Improve Customer Satisfaction



Efficient alternative to curbside and delivery



Improved medication adherence rates

Population Demographics

- Elderly
- Disable
- Income Level
- Household Size



Replacing History

Collins Drug Store
Desoto Drug Store

Drive-Thru Pharmacy: Advantages

Face-to-Face personalized service

Fast and efficient accessible healthcare

- No long wait times
- Collaborative Practice Agreement (CPA) will also improve service times
- Decreased distractions

Delivery

Decreased Contact

- No worries about pandemics or any other illness from being in contact with other customers

Over The Counter Medications on Hand


Advantages of CPA Certification

- Collaborative Practice Agreements are formal relationships between pharmacist and physicians.
 - Errors and Delays
 - 5% prescriptions with a prescribing error
 - 25% errors resolved in greater than 1 day



The CPA Advantage Saving Money

PRESCRIPTION RESOLVED BY CPA

 Aspirin 81mg
sig: Take 1 tablet po daily
30 tablets

REFILL 5 TIMES

Dr. Diana Beattie Dr. Rex Farmer
Prescriber Refiller

PRESCRIPTION RESOLVED BY CPA

 Fluticasone NS
sig: use 1 spray BID daily
1 inhaler

REFILL 5 TIMES

Dr. Diana Beattie Dr. Rex Farmer
Prescriber Refiller

PRESCRIPTION RESOLVED BY CPA

 Nicotine 21mg Patch
sig: Apply 1 patch daily
30 patches

REFILL 5 TIMES

Dr. Diana Beattie Dr. Rex Farmer
Prescriber Refiller

The CPA Advantage Saving Time & Money

PRESCRIPTION RESOLVED BY CPA



Janumet 50/1000mg

Sig: Take 1 tablet PO BID

60 tablets

REFILL 5 TIMES

Dr. Diana Beutels
Physician

Dr. Rex Farmer
Pharmacist

ORIGINAL PRESCRIPTION



Metformin 1000mg

Sig: Take 1 tablet PO BID

60 tablets

REFILL 5 TIMES

Dr. Diana Beutels
Physician

ORIGINAL PRESCRIPTION



Januvia 100mg

Sig: Take 1 tablet PO q day

30 tablets

REFILL 5 TIMES

Dr. Diana Beutels
Physician

Test and Treat



Allows Certified Pharmacist to test and treat non-chronic, minor health conditions.

Influenza (Flu)
Streptococcus (Strep Throat)
Skin Conditions
Minor infections



Telehealth

Drive-Thru Pharmacy: Location

Parking Lot of
City Hall

Across/Adjacent
from Columbia
County
Courthouse

The Current Drive-Thru



THE REMODEL DR. MAYO STYLE



DRIVE THRU PHARMACY

Rx







MAYO DRIVE-THRU PHARMACY: THE DRIVE-THRU RE-IMAGINED



PHASE II



PHARMACY AND WELLNESS CENTER



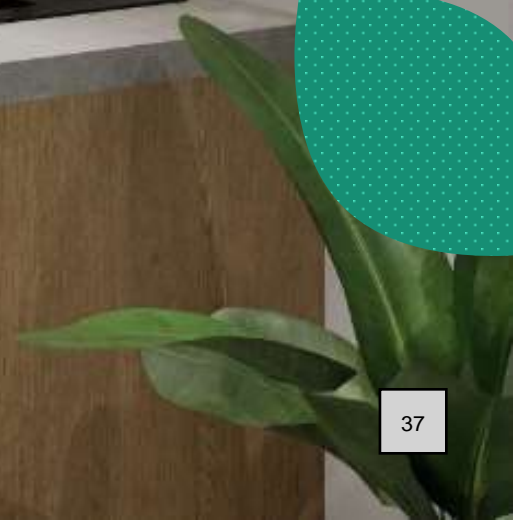
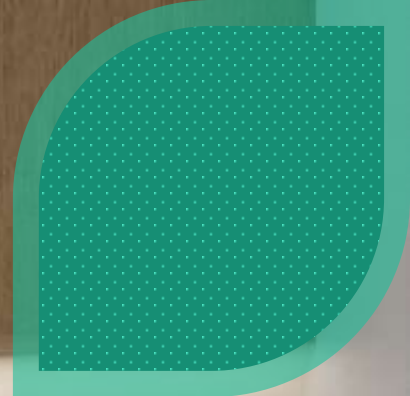
PHARMACY AND WELLNESS CENTER





PHARMACY AND WELLNESS





QUESTIONS



File Attachments for Item:

3. Ron Cadle, Hooked on Heroes, Inc. - funding request in the amount of \$10,000.00 annually for five years for fishing trips for veterans (Council Member Ricky Jernigan)

Our Mission

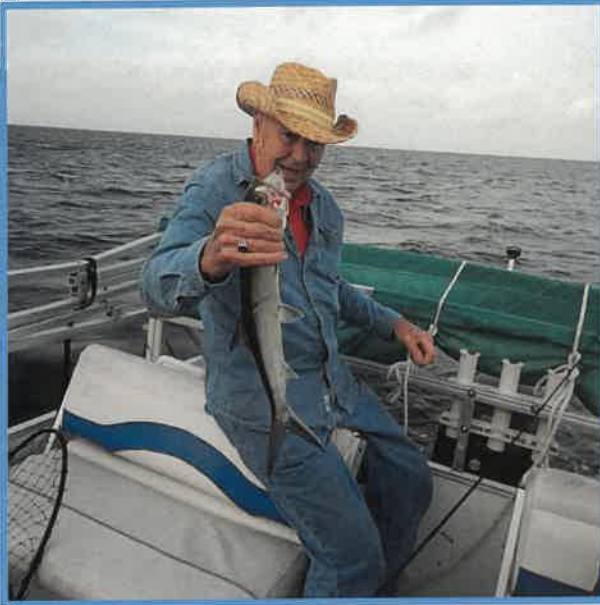
Our mission is simple: we take veterans fishing. This includes any and all veterans (regardless of age or disability).

Together our sponsors and volunteers make sure veterans are provided a day of fishing completely free of any financial obligations. Our organization strives to make our veterans as comfortable as possible providing them everything they need, from rods and reels to food and drinks, leaving them nothing more to do than show up ready to relax as they enjoy a fun, stress-free day fishing, sharing stories, and connecting with other vets.

We're a 501 c (3) nonprofit, run completely by volunteers, and each year we plan to have two trips, approximately six months apart. One hundred percent of your donations go to the betterment of our veterans.

**Hooked on Heroes, Inc.
384 SE Deerwood Gln
Lake City, FL 32025**





“This was an outstanding event. I was one of the vets taken out to fish. All of the volunteers were committed to making a positive memory. Thank you Hooked on Heroes.”
Ken Sammons

From Our President:

I would like to take a moment to introduce myself. My name is Ron Cadle and I am a Vietnam veteran.

I know all too well the depth of feeling forgotten; to feel alone. No one should ever feel this way and it has been a lifelong dream of mine to find a way to provide others with something that may have helped me in my own time of darkness.

With my personal experience heavy on my mind, I created the nonprofit organization, Hooked on Heroes. Hooked on Heroes is my way to remind veterans that they are not alone. It's my way to make them feel like they are a part of something more. It's my way, and the way of our volunteers and sponsors, to recognize and show love to, those who have sacrificed so much for our freedom. It's simply our way of saying thank you.

What We Do:

We supply our veterans with everything they need (rod, reel, bait, food, drink, etc.) for a great day on the water. Our boats are captained by community volunteers and together we work to accommodate all disabilities, including wheelchairs.

Can you think of a better way to pay it forward? We are looking for corporate sponsors that would love to help us continue our mission.



Donations/Contact Us:

Hooked on Heroes, Inc.

384 S E Deerwood Gln

Lake City, FL 32025

Phone: (386) 688-3216

Email: hoh16@windstream.net

Visit our webpage:

www.hookedonheroes.com

Find us on Facebook:

Hooked on Heroes-Live Oak, FL



File Attachments for Item:

4. City Council Ordinance No. 2023-2253 (final reading) - An ordinance of the City of Lake City, Florida, pursuant to Petition No. ANX 23-02, relating to voluntary annexation; making findings; annexing certain real property located in Columbia County, Florida, which is reasonably compact, and contiguous to the boundaries of the City of Lake City, Florida, into the boundaries of the City of Lake City, Florida, providing for severability; repealing all ordinances in conflict; and providing an effective date. (Lake City U Automotive Management, LLC)

Passed on first reading 7/17/23

ORDINANCE NO. 2023-2253

AN ORDINANCE OF THE CITY OF LAKE CITY, FLORIDA, PURSUANT TO PETITION NO. ANX 23-02, RELATING TO VOLUNTARY ANNEXATION; MAKING FINDINGS; ANNEXING CERTAIN REAL PROPERTY LOCATED IN COLUMBIA COUNTY, FLORIDA, WHICH IS REASONABLY COMPACT, AND CONTIGUOUS TO THE BOUNDARIES OF THE CITY OF LAKE CITY, FLORIDA, INTO THE BOUNDARIES OF THE CITY OF LAKE CITY, FLORIDA; PROVIDING SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE

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

WHEREAS, Section 166.021, Florida Statutes, as amended, empowers the City Council of the City of Lake City, Florida, hereinafter referred to as the City Council, to annex real property into the corporate boundaries of the City of Lake City, Florida, hereinafter referred to as the City;

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

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

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

Section 1. Pursuant to a petition, ANX 23-02, by Lake City U Automotive Management, LLC, the owner of real property, as described below and depicted on Schedule A: Location Map, attached hereto and incorporated as part of this ordinance, which real property is contiguous to the existing boundaries of the City and is reasonably compact, has petitioned the City to have said real property annexed into the City.

A parcel of land lying in Section 31, Township 3 South, Range 17 East, Columbia County, Florida. Being more particularly described as follows: Lots 14, 15, 16, and 17 of Midtown Commercial Center Subdivision as recorded in the Public Records of Columbia County, Florida, and Lot 14 of Ridgewood Manor Subdivision as recorded in the Public Records of Columbia County, Florida.

Containing 2.92 acres, more or less.

AND

A parcel of land lying in Section 31, Township 3 South, Range 17 East, Columbia County, Florida. Being more particularly described as follows: Commence at the Northeast corner of the West 1/2 of the Southwest 1/4 of the Southwest 1/4 of said Section 31; thence South 87°23'33" West 18.00 feet, along the North line of the West 1/2 of the Southwest 1/4 of the Southwest 1/4 of said Section 31, to the Northeast corner of Lot 14 of Ridgewood Manor Subdivision as recorded in the Public Records of Columbia County, Florida; thence South 123.48 feet, along the East line of said Lot 14, to the Southeast corner of said Lot 14; thence North 87°23'33" West 18.00 feet to the East line of the West 1/2 of the Southwest 1/4 of the Southwest 1/4 of said Section 31; thence North 123.48 feet, along the East line of the West 1/2 of the Southwest 1/4 of the Southwest 1/4 of said Section 31, to the Northeast corner of the West 1/2 of the Southwest 1/4 of the Southwest 1/4 of said Section 31 and the Point of Beginning.

Containing 0.05 acre, more or less.

All said lands containing 2.97 acres, more or less.

Section 2. The City Council of the City of Lake City, Florida, hereinafter referred to as the City Council, finds

that the petition bears the signatures of all owners of the real property in the area proposed to be annexed.

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

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

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

Section 6. Annexation. The real property, described in Section 1 above, shall continue to be classified as follows: COMMERCIAL under the land use classifications as designated on the Future Land Use Plan Map of the County Comprehensive Plan and classified as COMMERCIAL, INTENSIVE (CI) under the zoning districts as designated on the Official Zoning Atlas of the County Land Development Regulations until otherwise changed or amended by appropriate ordinance of the City.

Section 7. Effective January 1, 2024, all real property lying within the boundaries of the City, as hereby redefined, shall be assessed for payment of municipal ad valorem taxes, and shall be subject to all general and special assessments.

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

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

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

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

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

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

PASSED UPON FIRST READING on the 17th day of July 2023.

PASSED AND DULY ADOPTED UPON SECOND AND FINAL READING, in regular session with a quorum present and voting, by the City Council this 7th day of August 2023.

Attest:

CITY COUNCIL OF THE
CITY OF LAKE CITY, FLORIDA

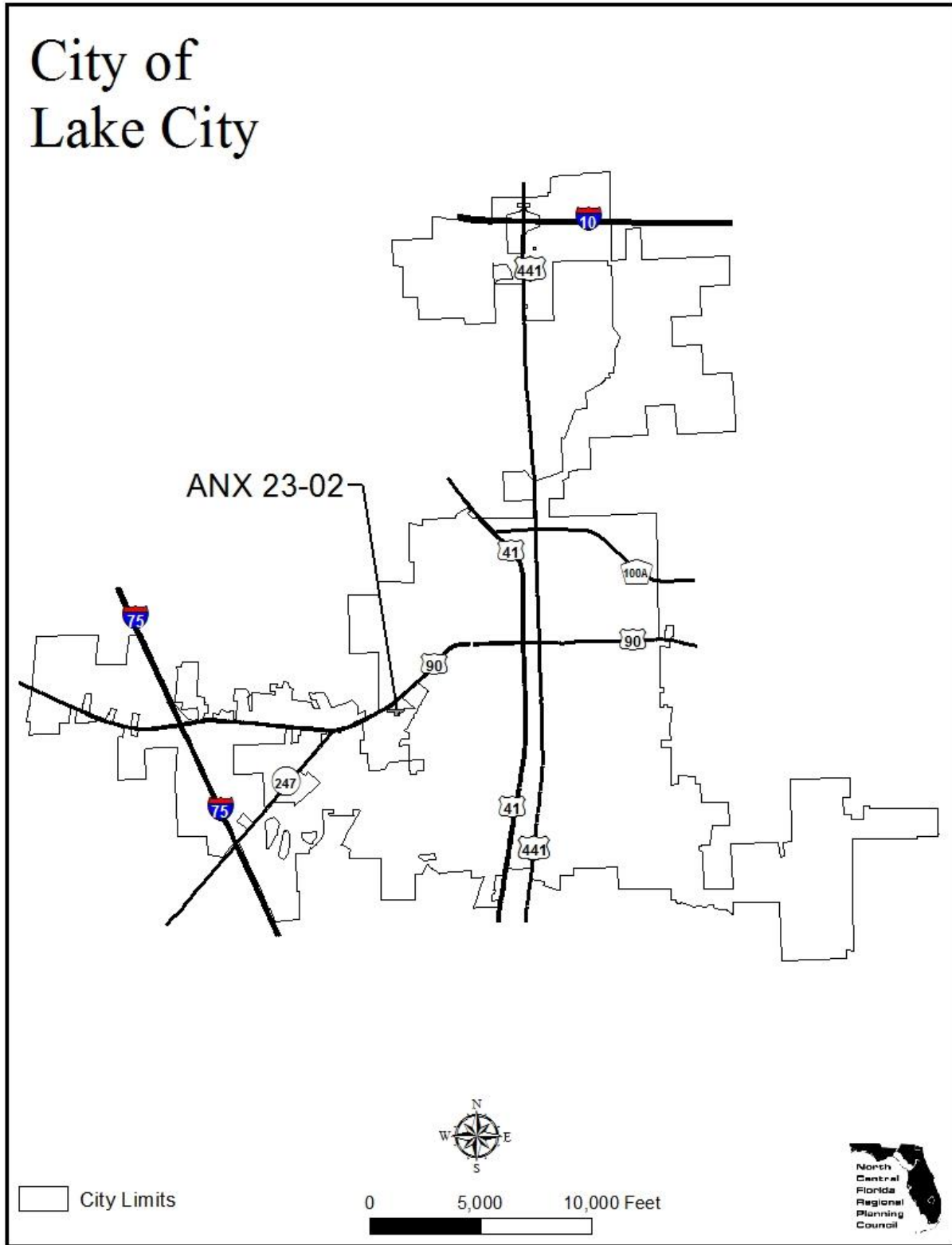
Audrey Sikes, City Clerk

Stephen M. Witt, Mayor

APPROVED AS TO FORM AND LEGALITY:

Thomas J. Kennon III, City Attorney

Schedule A: Location Map




Record of Vote on First Reading

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

Certification

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



AUDREY E. SIKES, MMC
City Clerk

Record of Vote on Second and Final Reading

	For	Against	Absent	Abstain
Stephen Witt, Mayor/Council Member	_____	_____	_____	_____
Jake Hill, Jr., Council Member	_____	_____	_____	_____
Todd Sampson, Council Member	_____	_____	_____	_____
Chevella Young, Council Member	_____	_____	_____	_____
Ricky Jernigan, Council Member	_____	_____	_____	_____

Certification

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

AUDREY E. SIKES, MMC
City Clerk

File Attachments for Item:

5. Discussion and Possible Action: Richardson Community Center Funding Request

Richardson Board Meeting

INCOME			
	County Allocation	\$30,000.00	
	City Allocation	\$50,000.00	
	Pickleball, Cornhole Income	\$3,000.00	
	Rental	\$4,500.00	
Total		\$87,500.00	
EXPENSES			
	Salaries	\$55,422.00	
	Benefits	\$2,128.38	
	Liability & Property	\$3,600.00	
	Website/Social Media	\$400.00	
	Telephone/Cellphone	\$132.00	
	Merchant Fees	\$80.00	
	Office Supplies	\$300.00	
	Janitorial Supplies	\$300.00	
	Printing	\$4,000.00	
	Transportation	\$2,400.00	
	Legal and Accounting Services	\$480.00	
	Program support	\$2,000.00	
	Volunteer/Background Screenings	\$500.00	\$100 per screen - 5 screening
Subtotal		\$71,742.38	
	Admin @ 4%	\$2,869.70	
Total	Total	\$71,742.38	
Net		\$15,757.62	

Current Programs

Summer Camp June 7-July 21	Projected cost: \$24,972.67
Basketball January-April	Projected cost: \$17,000.00
Football August-December	TBD-Run with CYFA.
Pickleball, Cornhole, Volleyball, Vertimax	
Hands of Change First program July 13	Run with volunteers as a pilot program.
Northstar events Back to School, Food pantry, after school tutoring, Resource referrals.	

Future Programs

Esports Gaming competition and events	Projected setup cost: \$12,835.00
CPR Program	TBD-Working with LC Police dept.
Community Garden-restructure and restart	Projected cost: \$5,000.00
Children's Performance Programs	TBD-Working with Library.
Health Fair	
Seniors 90 and older afternoon chat and recording of life stories.	
Cooking programs	TBD-Would need to get kitchen setup with supplies-Working with County Extension services on this.
Arts Program	Working with Hands of Change on this.
Dances	Regular schedule with a DJ provided by sponsors.
Dance classes	TBD
Monthly Events	Themed for time of year.

The City Council in and for the citizens of the City of Lake City, Florida, met in a Special Called Regular Session, on April 5, 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 Stephen Witt

ROLL CALL

Mayor/Council Member
City Council

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

City Attorney
City Manager
Sergeant-at-Arms
City Clerk

PROCLAMATIONS

1. National Public Safety Telecommunications Week - April 9-15, 2023
2. Water Conservation Month - April 2023

Mayor Witt presented proclamations for National Public Safety Telecommunications Week, and Water Conservation Month.

MINUTES

3. March 20, 2023 - Regular Session

Mr. Hill made a motion to approve the March 20, 2023 regular session minutes as presented. Mr. Sampson seconded the motion and the motion carried unanimously on a voice vote.

APPROVAL OF AGENDA

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

PUBLIC PARTICIPATION – PERSONS WISHING TO ADDRESS COUNCIL

- Monty Ashby
- Shawn Vaughn

- Randy Carter
- Sylvester Warren
- Glenel Bowden

APPROVAL OF CONSENT AGENDA – None

PRESENTATIONS – None

OLD BUSINESS

Ordinances – None

Other Items

4. Discussion and Possible Action: Letter from David Kraus, County Manager, dated March 27, 2023 regarding Conditional Acceptance of Richardson Community Center Deed (Mayor Stephen Witt)

PUBLIC COMMENT: Linard Johnson; Glenel Presley

Ms. Young spoke in opposition of funding \$150,000.00 to the County for Richardson Community Center.

PUBLIC COMMENT: Vanessa George; Sylvester Warren; Glenel Bowden

Mr. Hill spoke in opposition of funding \$150,000.00 to anyone. He is willing to help support the recreation at Richardson Community Center based on what the City can afford.

Ms. Young made a motion to send a letter to the Board of County Commissioners stating the City would not fund \$150,000.00 as requested in the Conditional Acceptance of Richardson Community Center Deed letter dated March 27, 2023 and signed by County Manager David Kraus.

Mr. Hill stated he is willing to work with the County if the City can control the funds going to recreation.

Mr. Sampson spoke in opposition to cutting a check to the county in any amount. He spoke in opposition of athletic programs and preferred to see programs like STEM/Research (science, technology, engineering and mathematics), robotics, Florida Crown Adult Education and providing regular police presence at an estimated cost of \$26,000.00 annually for four hours a day, five days a week. Mr. Sampson felt the estimated budget provided by Finance for Richardson was very conservative and those figures could be dramatically higher. He suggested reallocating \$50,000.00 in the budget as follows: \$15,000.00 from basketball, \$20,000.00 from public assistance; \$5,000.00 from the Police Charity Ball and

\$10,000.00 for Lake City Police Department onsite labor. Mr. Sampson would like to see a counter offer sent to the County, the City will invest in programs, the County accepts the deeds and pays for capitol and operational expenditures.

Mayor Witt expressed concern with funding Richardson Community Center and spoke in support of contributing to programs.

Ms. Young spoke in favor of the City reprioritizing and keeping Richardson Community Center and scheduling a workshop.

Mr. Dyal reported the estimated budget was based on how the County ran the Center, and was an estimate of how the City could run it.

A roll call vote was taken and the motion carried.

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

Mr. Sampson made a motion to allocate \$50,000.00 in this current fiscal year towards programs at Richardson Community Center. The motion identifies funding as follows: Lake City Police Department onsite officer four hours a day, five days a week \$10,000.00; \$20,000.00 - reallocated from Public Assistance/Promotional Events; \$15,000.00 – reallocated from Columbia Youth Basketball League; and \$5,000.00 – reallocated from the Policeman’s Charity Ball. The motion also includes authorization for staff to include in the letter response to the County a counter proposal regarding the City’s willingness to invest in programs at the Richardson Community Center. Mr. Hill seconded the motion.

Mr. Hill inquired about reactivating the City Recreation Committee.

Members discussed creating a committee for the programs at Richardson.

A roll call vote was taken and the motion carried.

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

Members concurred to instruct staff to create a proposal for a committee for the programs at Richardson.

NEW BUSINESS

Ordinances – None

Resolutions

5. City Council Resolution No. 2023-016 - A resolution of the City of Lake City, Florida, adopting a revised Public Record Request Policy; providing for repeal of previous policies; providing for severability; and establishing an effective date. **Mr. Sampson made a motion to remove City Council Resolution No. 2023-016 from the table. Mr. Jernigan seconded the motion. A roll call vote was taken and the motion carried.**

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

PUBLIC COMMENT: Sylvester Warren

Mr. Sampson made a motion to approve City Council Resolution No. 2023-016, adopting a revised Public Record Request Policy, and providing for repeal of previous policies. Mr. Hill seconded the motion. A roll call vote was taken and the motion carried.

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

6. City Council Resolution No. 2023-022 - A resolution of the City Council of the City of Lake City, Florida, authorizing the execution of a contract with Careersource Florida Crown; providing for the implementation of the "Summer Youth Employment Program" to include training and employment opportunities with the City from June 05, 2023 through July 13, 2023; and providing an effective date. **Mr. Jernigan made a motion to approve City Council Resolution No. 2023-022, authorizing the execution of a contract with Careersource Florida Crown, and providing for the implementation of the "Summer Youth Employment Program" to include training and employment opportunities with the City from June 05, 2023 through July 13, 2023. Mr. Hill seconded the motion. A roll call vote was taken and the motion carried.**

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

Mr. Sampson would like to see this program expanded next year.

7. City Council Resolution No. 2023-035 - A resolution of the City Council of the City of Lake City, Florida authorizing the Mayor to execute and deliver a deed conveying to the Board of Commissioners of Columbia County, Florida, a parcel of real property with improvements. **Mr. Hill made a motion to approve City Council Resolution No. 2023-035, authorizing the Mayor to execute and deliver a deed conveying to the Board of Commissioners of Columbia County, Florida, a parcel of real property with improvements. Mr. Sampson seconded the motion. A roll call vote was taken and the motion carried.**

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

8. City Council Resolution No. 2023-038 - A resolution of the City Council of the City of Lake City, Florida authorizing the addition of Paul Dyal, as City Manager, and Demetrius Johnson, as Assistant City Manager, as authorized signors of all checks, vouchers, transfers, or disbursements on all bank accounts of the City of Lake City, Florida; and providing for an effective date. **Mr. Sampson made a motion to approve City Council Resolution No. 2023-038, authorizing the addition of Paul Dyal, as City Manager, and Demetrius Johnson, as Assistant City Manager, as authorized signors of all checks, vouchers, transfers, or disbursements on all bank accounts of the City of Lake City, Florida. Mr. Jernigan seconded the motion. A roll call vote was taken and the motion carried.**

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

9. City Council Resolution No. 2023-043 - A resolution of the City Council of the City of Lake City, Florida authorizing the City's participation in the "Walmart Settlement" as described by the Florida Attorney General; providing for the City's participation in the settlement agreement with Walmart Inc.; providing for the Mayor's execution of the participation agreement; and providing for an effective date. **Mr. Hill made a motion to approve City Council Resolution No. 2023-043, authorizing the City's participation in the "Walmart Settlement" as**

described by the Florida Attorney General; providing for the City's participation in the settlement agreement with Walmart Inc., and providing for the Mayor's execution of the participation agreement. Mr. Sampson seconded the motion. A roll call vote was taken and the motion carried.

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

Other Items

10. Discussion and Possible Action: Nomination(s) for the Northeast Florida League of Cities \$500.00 donation to a local non-profit agency/organization/entity. All applications must be received by April 10.

Ms. Young made a motion to nominate Lake City Heat for the Northeast Florida League of Cities \$500.00 donation to a local non-profit agency/organization/entity. Mr. Hill seconded the motion. A roll call vote was taken and the motion carried.

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

DEPARTMENTAL ADMINISTRATION

11. Discussion and Possible Action: Consider implementing a 3% convenience fee for all payments on Invoice Cloud and over the counter transactions using a credit/debit card.

PUBLIC COMMENT: Vanessa George

Mr. Sampson spoke in opposition of implementing a 3% convenience fee and stated he would like more time to track payments.

Mr. Sampson made a motion to table Item #11, Discussion and Possible Action, consider implementing a 3% convenience fee for all payments on Invoice Cloud and over the counter transactions using a credit/debit card. Ms. Young seconded the motion. A roll call vote was taken and the motion carried.

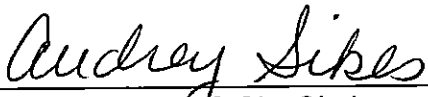
Mr. Sampson	Aye
Ms. Young	Aye
Mr. Hill	Aye
Mr. Jernigan	Nay
Mayor Witt	Aye

COMMENTS BY COUNCIL MEMBERS

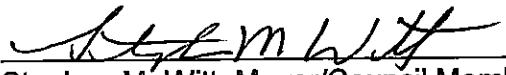
Mr. Hill expressed concern with the Lake City Police Department taking fifteen (15) minutes to respond to a call.

ADJOURNMENT

All matters having been handled, the meeting adjourned at 7:28 PM on a motion made and duly seconded.



Audrey Sikes, MMC City Clerk



Stephen M. Witt, Mayor/Council Member

File Attachments for Item:

6. City Council Ordinance No. 2023-2254 (first reading) - An ordinance of the City of Lake City, Florida, amending Chapter 2, Article 2, of the City Code of Ordinances; providing for amendments to the composition, functions, and responsibilities of various special standing committees; providing for severability; providing for the repeal of conflicts; providing for codification; and providing an effective date.

Adopt City Council Ordinance No. 2023-2254 on first reading

ORDINANCE 2023-2254

AN ORDINANCE OF THE CITY OF LAKE CITY, FLORIDA, AMENDING CHAPTER 2, ARTICLE 2, OF THE CITY CODE OF ORDINANCES; PROVIDING FOR AMENDMENTS TO THE COMPOSITION, FUNCTIONS, AND RESPONSIBILITIES OF VARIOUS SPECIAL STANDING COMMITTEES; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF CONFLICTS; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS the City Council adopted rules of its meetings in 1968, and said rules were codified in the City Code of Ordinances and from time to time said rules have been amended; and

WHEREAS the City Council adopted Ordinance 2021-2178 which amended Section 2-48 – Special standing committees; and

WHEREAS the City Council finds that it is in the best interests of the citizens of the City of Lake City that Section 2-48 be updated and amended; and

WHEREAS the City Council further finds that it is in the best interests of the citizens of the City of Lake City to amend Section 2-48 to amend the special standing committees.

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

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

Section 2. The following Sections of Chapter 2, Article 2 of the City Code of Ordinances titled “City Council” which pertain to rules of meetings are amended as follows (words ~~stricken~~ are deletions; words underlined are additions):

Article II. City Council

Section. 2-48. - Special standing committees.

~~(1) Findings. The city hereby finds that it can best provide for the safety, welfare, health needs and development of the city and make the most effective use of its powers and provide services and facilities to the community by creating and establishing various committees of city council members and non city council members who shall study, evaluate and recommend to the city council the various services and facilities needed to provide the citizens of the city the~~

~~most efficient and effective government. To that end, the following standing advisory committees of the city council are established:~~

~~a. Airport advisory committee.~~

~~1. There is hereby created and established an airport advisory committee (the "airport committee") which shall consist of two city councilmembers, together with four non-council members, consisting of the city manager or their designee, the airport manager, and two additional non-councilmembers to be appointed by the mayor with the consent and approval by resolution of the city council.~~

~~2. Functions and responsibilities of airport committee. The airport committee shall:~~

~~i. Study, investigate, develop, assist, advise and recommend to the city council those matters pertaining to the needs of the airport and the promotion of the airport for both aviation and non-aviation purposes;~~

~~ii. Study the needs of and develop plans for the maintenance of all airport facilities including runways;~~

~~iii. Coordinate activities at the airport including special events, lease negotiations, landlord-tenant issues, Federal Aviation Administration and Florida Department of Transportation project activities;~~

~~iv. Coordinate the development and preparation of five-year work programs, airport master plans, timber management to avoid height obstructions; and~~

~~v. Provide city council with recommendations regarding airport master plans, obtain grants, budgeting, staffing, airport improvements, economic development of the airport industrial park and plans to promote the airport.~~

~~b. Beautification advisory committee.~~

~~1. There is hereby created and established a beautification advisory committee (the "beautification committee") which shall consist of two city councilmembers, together with such non-council members appointed by the mayor with the consent and approval by resolution of the city council.~~

~~2. Functions and responsibilities of the beautification committee. The beautification committee shall:~~

~~i. Study, investigate, develop, assist, advise and recommend to the city council any and all matters pertaining to beautification, sanitation, environment and citizens' participation relating thereto;~~

~~ii. Advise and recommend plans to organizations and groups in the city and promote public interest in the general improvement of the appearance of the city;~~

~~iii. Develop plans and make preparations for the annual Florida Arbor Day, National Arbor Day (tree give away program), and for the City to be designated each year as Tree City USA;~~

~~iv. Prepare, locate sites, and install and erect appropriate "Welcome to Lake City" signs.~~

~~v. Initiate, promote and assist in the implementation of general community beautification.~~

~~vi. promote, cooperate with and coordinate the activities of individuals, agencies, organization and groups, public or private, whose plans, activities and programs bear on the appearance of the city.~~

~~vii. Prepare both general and specific proposals for improving the appearance of the city. such proposals may include suggested goals and standards for the aesthetic enhancement of the city or any part thereof, including public ways and areas, open spaces, and public and private buildings and projects.~~

~~viii. Participate in appropriate ways in the implementation of such proposals. This participation may including making studies of the visual assets and liabilities of the community, including surveys and inventories of an appropriate nature, with particular attention to the appearance of properties along the major streets and thoroughfares of the city.~~

~~ix. Develop and supervise programs of the city and citizens cooperation to protect and upgrade such properties, consisting of, but not limited to contacts and discussions with citizen groups, business groups and individuals to encourage cooperative improvement of the city's appearance.~~

~~e. Community redevelopment advisory committee.~~

~~1. There is hereby created and established a community redevelopment advisory committee (herein "CRAC") which shall consist of~~

~~the mayor, and one city council member ("council members"), and six non-council members ("public members"). The council members and six non-council members shall be appointed by the mayor by resolution with the consent and approval of the city council. The six public members shall be either a resident of the city or operate a business in the city (preferably within the CRA area).~~

~~2. Functions and responsibilities of the community redevelopment advisory committee. The community redevelopment advisory committee shall:~~

~~i. study, investigate, develop, assist, advise and recommend to the city community redevelopment agency ("CRA") in all matters pertaining to the promotion and development of the city's commercial and residential CRA areas through use of tax increment financing ("TIF") funds.~~

~~ii. Advise and recommend plans to organizations and groups in the city and promote public interest in the general improvement of the appearance of the city.~~

~~iii. Study, develop, and recommend amendments to the CRA plan and for the expenditure and growth of CRA tax increment funds.~~

~~iv. Study, investigate, develop and recommend to the CRA various ways to promote the development of the city's downtown and neighborhoods, including, but not limited to, work with the beautification committee to resolve the on going challenge of landscape maintenance and improvements of the appearance of major intersections in the city.~~

~~v. To study and recommend to the CRA amendments to the city codes and ordinances to address vacant and dilapidated housing, commercial buildings and unsightly vacant lots and developing a master list of such identifiable properties.~~

~~vi. Review and study of zoning and land use regulations relating to the downtown district and making recommendations to the planning and zoning board for amendments to the zoning regulations which would improve and promote new development in the downtown and CRA area.~~

~~vii. Perform periodic review of the community redevelopment plan and when appropriate submit recommendations to the CRA for changes.~~

~~viii. Make written recommendations to the CRA on plan implementation, including developing an annual work program, setting project priorities, and developing incentives to further CRA efforts.~~

~~ix. Hold public meetings for the purpose of receiving citizen input related to the CRA area and to report such information to the CRA.~~

~~x. Evaluate and provide recommendations to the CRA on the expenditure or use of local, state and/or federal funds for redevelopment activities within the CRA area.~~

~~d. Utility advisory committee.~~

~~1. There is hereby created and established the utility advisory committee (the "utility committee") which shall consist of two city councilmembers, together with non councilmembers to be appointed by the mayor with the consent and approval by resolution of the city council.~~

~~2. Functions and responsibilities of the utility committee. The utility committee shall:~~

~~i. Study, investigate, develop, assist, advise and recommend to the city council those matters pertaining to the city utility systems and referred to the utility committee by either the city manager or city council;~~

~~ii. Recommend from time to time to the city council action on establishing new kinds of utility services, preserving and expanding existing utility services, on the financial needs of the utility systems, on making any changes in the utility rates and charges and on making any changes in service which may be beneficial to the public;~~

~~iii. Initiate and review utility master planning efforts in the areas of water, sewer, natural gas and stormwater projects. Review and recommend approval of projects and requests for extension of water, sewer and gas lines for new development. Provide recommendations regarding major annual maintenance programs, i.e., lift station rehabilitation, leak detection programs, water tank refurbishment, systems enhancements, pilot programs to explore new or innovative operational techniques, utility standards, outside engineering proposals involving engineering services for water, sewer, gas and drainage projects.~~

~~iv. Except as otherwise provided for herein or in the City Code, the city council shall take no action with respect to making major improvements to the existing utility systems, extending and providing new developments and subdivisions with utility services, or make any changes in the utility rates and charges, without first receiving from the utility committee its recommendations relating to such changes.~~

~~(2) Appointment of advisory committee members. Except as otherwise provided for herein, both city councilmembers and non council members on each of the respective advisory committees created herein shall be appointed by the mayor with the consent and approval by resolution adopted by the city council. The mayor shall designate the chairperson, who shall be the committee presiding officer, of each of the respective advisory committees. Members of all advisory committees created herein shall serve without compensation.~~

~~(3) Mayor as ex officio member of committees. The mayor may serve as an ex officio member of each committee created in this section.~~

~~(4) Role of non-council advisory committee members. The role of the non-council members on each of the advisory committees shall be to act in an advisory capacity to the councilmembers of each respective advisory committee with staff support, recommendations, suggestions and such data and information relating and pertaining to the functions, responsibilities and duties of the respective advisory committees to assist and help the city council members of the respective advisory committees in reaching prudent decisions and recommendations to city council and to the CRA as to the CRAC. Said members shall be entitled to make motions and vote on all matters coming before the respective advisory committees.~~

~~(5) Role of advisory committees. The role of each advisory committee created herein is advisory only and all of the recommendations and decisions of each respective advisory committee must be submitted in writing to the city council, or to the CRA as to the CRAC, for its discussions and considerations at a regular or special meeting and shall be subject to the approval or disapproval of or modification by the city council, or CRA as to the CRAC.~~

~~(16) Creation of additional committees. The city council may, from time to time, by resolution, establish and create additional advisory committees of the city council or other citizens' committees. The number of members, the purpose, function and responsibilities of any such additional committees or boards shall be stated in the resolution creating any additional committee. The members of any such additionally created committee shall be appointed by the mayor with the consent and approval by resolution adopted by the city council with one of such members being appointed chairperson thereof by the mayor.~~

~~(7) Term. Except as provided for herein, the members of each of the standing advisory committees herein created and established shall be appointed for a term of two years and, subject to being reappointed by the mayor may serve on an advisory committee for one or more consecutive terms. Members reappointed to serve on an advisory committee may be reappointed by the mayor with the consent and approval by resolution of the city council. Vacancies occurring on an advisory committee for reasons other than the expiration of terms shall immediately be reported to the city council. Vacancies shall be filled in the same manner that the original appointments are made and shall be filled for the unexpired term of the member whose place has become vacant. The term of all members shall be for two years commencing October 1, of each year.~~

~~(8) Ethics training of advisory committee members. Every advisory committee member shall attend and successfully complete ethics training within the first three months of his or her appointment or reappointment. Ethics training shall be successfully completed bi annually. The ethics training must include, at a minimum, the following subjects:~~

- ~~—— a. the Code of Ethics for Public Officers and Employees;~~
- ~~—— b. the public records and public meetings laws of this state.~~

~~(9) Committee rules. Each advisory committee herein created and established shall abide by the rules for the city council meetings. Notwithstanding the foregoing, if necessary, a committee may adopt special rules for the transaction of its business.~~

~~(10) City attorney. The city attorney shall render each committee legal advice when and as needed.~~

~~(11) Committee secretary. The city clerk or their designee shall serve as the secretary to each committee created by the city council, with the duty to:~~

~~a. Provide reasonable notice of each meeting of the committee to all members of the committee, members of the city council, city attorney and local news media (excluding Saturday, Sunday and holidays) prior to the meeting;~~

~~b. Record and make, or cause to be made, the minutes of each committee meeting; which shall include the committee discussions, findings, and recommendations, all of which shall be open to public inspection.~~

~~c. Within no less than five days prior to each meeting furnish copies of the minutes of each preceding committee meeting to all members of the committee, the city manager, city council members and the city attorney.~~

~~(12) Committee meetings. Each advisory committee herein created shall hold meetings when and as needed as determined by its respective chairperson, the mayor, or the city manager. The chairperson of each committee shall establish~~

~~the time and place of any meeting which shall be noticed in writing at least five days prior to the meeting and shall be open to the public and shall comply with and abide by the requirements of the laws of Florida regarding public meetings.~~

~~(13) Committees advisory to council, or CRA as to the CRAC. Committees herein created and established by the city council shall act only in an advisory capacity to the city council, or the CRA as to the CRAC, and shall have no authority to legally obligate the city or CRA in any way whatsoever. Each committee shall report its recommendations to the city council, or the CRA as to the CRAC, at a regular or special meeting of the city council so that the city council or CRA may determine if the recommendations of the committee should be accepted in whole or part and implemented by formal action of the city council, or CRA as to the CRAC.~~

~~Notwithstanding any provision in this section to the contrary, the committee of the whole shall have the right to consider and make recommendations to the city council on any and all matters without first having received recommendations from any of the respective committees.~~

~~None of the respective advisory committees shall have the authority to enter into contracts for and on behalf of the city which financially obligates the city or CRA for the expenditure of either CRA or city funds.~~

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

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

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

[Remainder of this page left blank intentionally.]

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

PASSED upon first reading this ____ day of _____ 2023.

NOTICE PUBLISHED on the _____ day of _____ 2023.

PASSED AND ADOPTED on the _____ day of _____ 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

File Attachments for Item:

7. City Council Ordinance No. 2023-2255 (first reading) - An ordinance of the City of Lake City, Florida, prohibiting smoking and vaping in Public Parks within the City of Lake City, Florida, providing for severability, and providing for an effective date.

Adopt City Council Ordinance No. 2023-2255 on first reading

ORDINANCE NO. 2023-2255

AN ORDINANCE OF THE CITY OF LAKE CITY, FLORIDA, PROHIBITING SMOKING AND VAPING IN PUBLIC PARKS WITHIN THE CITY OF LAKE CITY, FLORIDA, PROVIDING FOR SEVERABILITY, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, tobacco use causes death and disease and continues to be an urgent public health threat, as evidenced by the following:

1. The World Health Organization (WHO) estimates that tobacco kills up to half of its users, amounting to more than 8 million deaths each year worldwide, including nearly half a million people who die prematurely from smoking in the United States alone¹;
2. Tobacco use causes disease in nearly all organ systems and is responsible for an estimated 87% of lung cancer deaths, 32% of coronary heart disease deaths, and 79% of all chronic obstructive pulmonary disease deaths in the United States²;
3. The estimated economic damage attributable to smoking and exposure to secondhand smoke in the United States is nearly \$300 billion annually³;
4. Despite significant progress, tobacco use remains the leading cause of preventable death and disease in the United States⁴,
5. Specifically, in Florida, 29.4% of cancer related deaths are attributable to smoking.⁵
6. Electronic vapor products have been found to contain nicotine, lead, formaldehyde, and thousands of other chemicals. These products damage DNA and harm parts of the brain responsible for learning and mental health⁶; and

¹U.S. Department of Health and Human Services. *The Health Consequences of Smoking: 50 Years of Progress. A Report of the Surgeon General*. Atlanta, GA: U.S. Department of Health and Human Services, Centers for Disease Control and Prevention, National Center for Chronic Disease Prevention and Health Promotion, Office on Smoking and Health. 2014. Available at: https://www.ncbi.nlm.nih.gov/books/NBK179276/pdf/Bookshelf_NBK179276.pdf.

² *Id.*

³ *Id.*

⁴ *Id.*

⁵ State proportion of cancer deaths attributable to smoking from Lortet-Tieulent, J, et al., "State-Level Cancer Mortality Attributable to Cigarette Smoking in the United States," *JAMA Internal Medicine*, published online October 24, 2016.

⁶ Tehrani et al., 2021; Williams, et al., 2019; Romberg et al., 2019; Ogunwale et al., 2017; Latvala et al., 2014; National Institute on Drug Abuse, 2020.

WHEREAS, secondhand smoke exposure is harmful and widespread, as evidenced by the following:

1. Children exposed to secondhand tobacco smoke have an increased risk of sudden infant death syndrome, asthma, physical and cognitive developmental abnormalities, and cancer;
2. The 2006 U.S. Surgeon General's report, "The Health Consequences of Involuntary Exposure to Tobacco Smoke," concluded that there is no safe level of exposure to secondhand smoke;
3. The World Health Organization in 2007 declared that there is indisputable evidence that implementing 100% smoke-free environments is the only effective way to protect the population from the harmful effects of exposure to secondhand smoke;
4. In Florida, 59% of children between ages 11 and 17 report being exposed to secondhand smoke from cigarettes or electronic vapor products; and

WHEREAS, there is emerging evidence that exposure to the aerosol produced by a vapor-generating electronic device may be harmful, as evidenced by the following:

1. E-cigarettes produce an aerosol that contains at least ten chemicals known to cause cancer, birth defects, or other reproductive harm.⁷
2. Bystanders exposed to e-cigarette aerosol can also absorb its nicotine.⁸
3. The aerosol is made up of a high concentration of ultrafine particles, and the particle concentration is higher than in conventional tobacco cigarette smoke.⁹
4. Exposure to fine and ultrafine particles may exacerbate respiratory ailments like asthma, and constrict arteries which could trigger a heart

⁷ California Tobacco Control Program, California Department of Public Health. State Health Officer's Report on E-Cigarettes: A Community Health Threat. Sacramento, CA. 2015. Available at: <https://www.cdph.ca.gov/Programs/CCDPHP/DCDIC/CTCB/CDPH%20Document%20Library/Policy/ElctronicSmokingDevices/StateHealthEcigReport.pdf>.

⁸ Ballbé M, Martínez-Sánchez JM. Cigarettes vs. E-Cigarettes: Passive Exposure at Home Measured by Means of Airborne Marker and Biomarkers. *Environmental Research* 2014;135:76–80 [accessed 2015 Jun 2].

⁹ Fuoco, F.C.; Buonanno, G.; Stabile, L.; Vigo, P., "Influential parameters on particle concentration and size distribution in the mainstream of e-cigarettes," *Environmental Pollution* 184: 523-529, January 2014.

attack.¹⁰

WHEREAS, tobacco waste is a major, consequential, and persistent source of litter, as evidenced by the following:

1. The roughly 6.3 trillion cigarettes smoked globally each year result in 300 billion packs that produce almost 2 million tons of wastepaper, cellophane, foil, and glue as well as trillions of butts littered across roadways, sidewalks, parks, and other green spaces^{11,12}
2. Both tobacco industry and peer-reviewed research found that most smokers admit littering their cigarette butts¹³, for example, one study found 74.1% of smokers admitted littering cigarette butts at least once in their life and 55.7% admitted to littering them in the past month¹⁴;
3. In an observational study of nearly 10,000 individuals, 65% of smokers disposed of their cigarette butts as litter¹⁵;
4. Cigarette butts are perennially the most common form of litter collected during cleanup programs worldwide. For example, in 2018, cigarette butts made up nearly 16% of all litter collected through cleanup programs in the U.S. (809,538 out of 5,106,515 items)
5. Cigarette butts are often cast onto sidewalks and streets, and frequently end up in storm drains that flow into streams, rivers, bays, lagoons, and ultimately the ocean¹⁶;
6. As of August 2019, the U.S. Environmental Protection Agency recognizes nicotine containing electronic smoking devices as acute hazardous waste when disposed properly¹⁷;

¹⁰ Grana, R; Benowitz, N; Glantz, S. "Background Paper on E-cigarettes," Center for Tobacco Control Research and Education, University of California, San Francisco and WHO Collaborating Center on Tobacco Control. December 2013.

¹¹ Novotny TE, Lum K, Smith E, Wang V, Barends R. Cigarettes Butts and the Case for an Environmental Policy on Hazardous Cigarette Waste. *Int J Environ Res Public Health*. 2009;6(5):1691-1705. doi: 10.3390/ijerph6051691.

¹² Novotny TE, Aguinaga Bialous S, Burt L, et al. The environmental and health impacts of tobacco agriculture, cigarette manufacture and consumption. *Bull World Health Organ*. 2015;93(12):877-880. doi: 10.2471/BLT.15.152744.

¹³ Smith EA, Novotny TE. Whose Butt Is It? Tobacco Industry Research About Smokers and Cigarette Butt Waste. *Tob Control*. 2011;20(Suppl 1):i2-9. doi: 10.1136/tc.2010.040105.

¹⁴ Rath JM, Rubenstein R a, Curry LE, Shank SE, Cartwright JC. Cigarette litter: Smokers' attitudes and behaviors. *Int J Environ Res Public Health*. 2012;9(6):2189-203. doi:10.3390/ijerph9062189.

¹⁵ *Id.*

¹⁶ Novotny TE, Lum K, Smith E, Wang V, Barends R. Cigarettes Butts and the Case for an Environmental Policy on Hazardous Cigarette Waste. *Int J Environ Res Public Health*. 2009;6(5):1691-1705. doi: 10.3390/ijerph6051691

¹⁷ Resource Conservation and Recovery Act; EPA Management Standards for Hazardous Waste Pharmaceuticals and Amendment to the P075 Listing for Nicotine, 84 Fed. Reg. § 5816 (August 21, 2019) (to be codified at 40 C.F.R. pt. 266(p)).

WHEREAS, cigarette butts, smokeless tobacco, and electronic smoking devices pose a health threat of poisoning to young children, as evidenced by the following:

1. In 2018, American poison control centers logged nearly 13,000 cases involving exposure to cigarettes, cigarette butts, electronic smoking devices, or other tobacco products, and of these, more than 10,000 (79.0%) occurred in children aged 5 years and younger¹⁸;
2. Among the 10,266 cases of nicotine and tobacco product exposure recorded in 2018 among children 5 years of age and younger by American poison control centers, 50.3% involved cigarettes, 18.4% involved electronic smoking devices, and 8.0% involved other tobacco products¹⁹;
3. The annual number of electronic cigarette exposure cases among children less than 5 years of age reported to American poison control centers increased from 10 in 2010 to 1,835 in 2018, a 14,015% increase²⁰; and
4. Children who ingest tobacco products can experience vomiting, nausea, lethargy, and gagging, with e-liquids potentially posing a greater risk of toxicity or fatality through either ingestion or transdermal absorption²¹;

WHEREAS, Florida cities and counties have the legal authority to adopt local laws that prohibit smoking in public parks and beaches.

NOW THEREFORE, in order to provide for the public health, safety, and welfare, reduce unwanted and unwelcome exposure to secondhand smoke, assure cleaner and more hygienic parks and beaches for the City of Lake City, Florida, its residents and visitors, it is the intent of the City Council, in enacting this ordinance, to prohibit smoking in parks and beaches which are used by or open to the public and to prohibit smoking waste in those areas thereby affirming and promoting a healthy environment in the City.

Section 1. Recitals Incorporated. The above recitals are incorporated herein.

¹⁸Gummin DD, Mowry JB, Spyker DA, et al. 2018 Annual Report of the American Association of Poison Control Centers' National Poison Data System (NPDS): 36th Annual Report. *Clin Toxicol.* 2019;57(12):1220-1413. doi: 10.1080/15563650.2019.1677022.

¹⁹ *Id.*

²⁰ Wang B, Liu S, Peroskie A. Poisoning Exposure Cases Involving E-Cigarettes and E-Liquid in the United States, 2010- 2018. *Clin Toxicol.* 2020;58(6):488-494. doi: 10.1080/15563650.2019.

²¹ Chang JT, Rostron BL. Electronic Nicotine Delivery System (ENDS) Liquid Nicotine Exposure in Young Children Present- ing to US Emergency Departments, 2018. *Inj Epidemiol.* 2019;6:43. doi: 10.1186/s40621-019-0219-6.

Section 2. Definitions. The following words and phrases, whenever used in this part shall have the meanings defined in this section unless the context clearly requires otherwise:

(a) “Beach” means the publicly owned zone of unconsolidated material that extends landward from the mean low-water line to the place where there is marked change in material or physiographic form, or to the line of permanent vegetation, usually the effective limit of storm waves. “Beach” includes a shore of a body of water covered by sand, gravel, or larger rock fragments.

(b) “Electronic Smoking Device” means an electronic device that may be used to deliver any aerosolized or vaporized substance to the person inhaling from the device, including, but not limited to, an e-cigarette, e-cigar, e-pipe, vape pen, or e-hookah.

(c) “Park” means all public property specifically designated as being used for outdoor recreational or park purposes and where children regularly congregate. “Outdoor recreational or park purposes” includes, but is not limited to, boating, golfing, camping, swimming, horseback riding, and archaeological, scenic, or scientific sites and applies only to land which is open to the general public.

(d) “Smoking” means inhaling, exhaling, burning, carrying, or possessing any lighted tobacco product, including cigarettes, filtered cigars, pipe tobacco, and any other lighted tobacco product whether natural or synthetic. “Smoking” also means using an electronic smoking device or any other plant product intended for inhalation, including hookah and marijuana. For the purposes of this policy only, smoking does not include the use of unfiltered cigars (pursuant to Florida Statute 386.209).

(e) “Tobacco Product” means:

(1) any product containing, made, or derived from tobacco, nicotine or nicotine analogues that is intended for human consumption or is likely to be consumed, whether inhaled, absorbed, or ingested by any other means, including but not limited to, a cigarette, a cigar, pipe tobacco, chewing tobacco, snuff, or snus;

(2) any electronic smoking device as defined in this [article/chapter] and any substances that may be aerosolized or vaporized by such device, whether or not the substance contains nicotine; or

(3) any component, part, accessory, of (1) or (2), whether or not any of these contains tobacco or nicotine, including but not limited to filters, rolling papers, blunt or hemp wraps, hookahs, and pipes.

“Tobacco Product” does not mean drugs, devices, or combination products authorized for sale by the U.S. Food and Drug Administration, as those terms are defined in the Federal Food, Drug, and Cosmetic Act.

(f) “Tobacco Product Waste” means any material that is left over and regularly intended to be discarded after the use or consumption of a tobacco product. Tobacco Product Waste includes, but is not limited to, discarded cigarette butt filters, cigar or cigarillo tips, cigarette packs, cigar or cigarillo wrappers, electronic smoking devices of all types, electronic smoking device cartridges or refill containers, plastic packaging, foil, or other disposable tobacco product remnants or tobacco product packaging in any form.

(g) “Vaping” means the inhaling, exhaling, or holding of an activated electronic smoking device.

Section 3. Prohibition Of Tobacco Use In Recreational Areas.

Smoking and the use of all other tobacco products is prohibited in all parks and beaches within the City. Unfiltered cigars are exempted under 386.209, Florida Statutes.

Section 4. Other Requirements And Prohibitions.

(a) No person shall dispose of tobacco product waste in any park or beach.

(b) The City Manager or their designee shall post at least one clear, conspicuous and unambiguous “No Smoking or Vaping” sign at each point of ingress to the area, and in at least one other conspicuous location where individuals congregate (such as restrooms, playgrounds, or buildings) within each recreational area. For purposes of this section, the City Manager or their designee shall be responsible for the posting of signs in regulated facilities owned or leased in whole or in part by the City. Notwithstanding this provision, the presence or absence of signs shall not be a defense to a charge of smoking in violation of any other provision of this ordinance.

Section 5. Compliance And Enforcement. The success of this policy depends on the consideration and cooperation of both tobacco-users and non-users. Individuals acting in violation of this policy will be reminded and asked to comply. Individuals who violate this policy may be asked to leave the park or

beach. Enforcement and fines for violation of this section shall be in accordance with general law.

Section 6. Statutory Construction & Severability. If any section, subsection or provision of this ordinance, or its application to any person or circumstance, is for any reason held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining sections or provisions of this ordinance or its application to any other person or circumstance. The City Council hereby declares that it would have adopted each section, subsection or provision hereof independently, irrespective of the fact that any one or more other sections, subsections or provisions hereof be declared invalid or unenforceable.

Section 7. Effective Date. This Ordinance shall take effect immediately upon its adoption by the City of Lake City, Florida in accordance with the provisions of Florida Statutes.

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

File Attachments for Item:

8. City Council Ordinance No. 2023-2256 (first reading) - An ordinance of the City of Lake City, Florida, amending the Official Zoning Atlas of the City of Lake City Land Development Regulations, as amended; relating to the rezoning of ten or less contiguous acres of land, pursuant to an application, Z 23-04, by the property owner of said acreage; providing for rezoning from Commercial General (CG) to Commercial, Intensive (CI) of certain lands within the Corporate Limits of the City of Lake City, Florida; providing severability; repealing all ordinances in conflict, and providing an effective date. (Boris Patricia Faye Revocable Living Trust)

Adopt City Council Ordinance No. 2023-2256 on first reading

ORDINANCE NO. 2023-2256

AN ORDINANCE OF THE CITY OF LAKE CITY, FLORIDA, AMENDING THE OFFICIAL ZONING ATLAS OF THE CITY OF LAKE CITY LAND DEVELOPMENT REGULATIONS, AS AMENDED; RELATING TO THE REZONING OF TEN OR LESS CONTIGUOUS ACRES OF LAND, PURSUANT TO AN APPLICATION, Z 23-04, BY THE PROPERTY OWNER OF SAID ACREAGE; PROVIDING FOR REZONING FROM COMMERCIAL, GENERAL (CG) TO COMMERCIAL, INTENSIVE (CI) OF CERTAIN LANDS WITHIN THE CORPORATE LIMITS OF THE CITY OF LAKE CITY, FLORIDA; PROVIDING SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE

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

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

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

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

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

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

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

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

Section 1. Pursuant to an application, Z 23-04, by Boris Patricia Faye, as trustee of the Boris Patricia Faye Revocable Living Trust, to amend the Official Zoning Atlas of the Land Development Regulations by changing the zoning district of certain lands, the zoning district is hereby changed from COMMERCIAL, GENERAL (CG) to COMMERCIAL, INTENSIVE (CI) on property described, as follows:

A parcel of land lying in Section 33, Township 3 South, Range 17 East, Columbia County, Florida. Being more particularly described as follows: Commence at the intersection of the South line of U.S. Highway 90 (State Road 10/Duval Street) and the West line of Colburn Avenue; thence West 212.5 feet, along the South line of said U.S. Highway 90 (State Road 10/Duval Street), for the Point of Beginning; thence South 07°48'00" West 527.00 feet to the North line of St. Johns Street; thence North 88°35'00" West 211.00 feet along the North line of said St. Johns Street; thence North 07°40'00" East 508.00 feet

to the South line of said U.S. Highway 90 (State Road 10/Duval Street); thence North 86°16'00'' East 212.50 feet, along the South line of said Duval Street to the Point of Beginning.

Containing 2.27 acres, more or less.

AND

A parcel of land lying in Section 33, Township 3 South, Range 17 East, Columbia County, Florida. Being more particularly described as follows: Commence at the intersection of the South line of U.S. Highway 90 (State Road 10)/Duval Street and the West line of Colburn Avenue; thence South 86°16'00'' West 127.30 feet, along the South line of said U.S. Highway 90 (State Road 10/Duval Street), for the Point of Beginning; thence South 86°16'00'' West 70.00 feet along the South line of said U.S. Highway 90 (State Road 10/Duval Street); thence South 07°48'00'' West 170.00 feet; thence South 08°41'21'' West 37.65 feet; thence South 88°00'52'' East 69.83 feet; thence North 08°48'58'' East 44.11 feet; thence North 07°48'00'' East 170.00 feet to the South line of said U.S. Highway 90 (State Road 10/Duval Street) and the Point of Beginning.

Containing 0.33 acre, more or less.

AND

A parcel of land lying in Section 33, Township 3 South, Range 17 East, Columbia County, Florida. Being more particularly described as follows: Commence at the intersection of the South line of U.S. Highway 90 (State Road 10/Duval Street) and the West line of Colburn Avenue; thence South 86°16'00'' West 197.30 feet, along the South line of said U.S. Highway 90 (State Road 10/Duval Street); thence South 08°41'21'' West 207.83 feet to the Point of Beginning; thence continue South 08°41'21'' West 120.00 feet; thence South 88°52'00'' East 100.00 feet; thence North 08°41'21'' East 120.00 feet; thence North 88°52'00'' West 100.00 feet to the Point of Beginning.

Containing 0.28 acre, more or less.

LESS AND EXCEPT:

A parcel of land lying in Section 33, Township 3 South, Range 17 East, Columbia County, Florida. Being more particularly described as follows: Commence at the intersection of the South line of U.S. Highway 90 (State Road 10/Duval Street) and the West line of Colburn Avenue; thence South 86°16'00'' West 197.30 feet, along the South line of said U.S. Highway 90 (State Road 10/Duval Street); thence South 08°41'21'' West 208.14 feet; thence South 88°00'52'' East 69.83 feet to the Point of Beginning; thence continue South 88°00'52'' East 30.00 feet; thence South 08°36'19'' West 137.72 feet; thence North 81°53'00'' West 30.30 feet; thence North 08°40'58'' East 134.52 feet to the Point of Beginning.

Containing 0.09 acre, more or less.

AND

A parcel of land lying in Section 33, Township 3 South, Range 17 East, Columbia County, Florida. Being more particularly described as follows: Commence at the intersection of the West line of Colburn Street and the North line of St. Johns Street; thence North 88°52'00'' West 95.85 feet, along the North line of said St. Johns Street, for the Point of Beginning; thence North 88°52'00'' West 100.00 feet; thence North 07°48'00'' East 200.00 feet; thence South 88°52'00'' East 70.63 feet; thence South 05°26'25'' West 13.18 feet; thence South 81°20'50'' East 29.08 feet; thence South 07°16'15'' West 182.72 feet to the Point of Beginning.

Containing 0.45 acre, more or less.

All said lands containing 3.24 acres, more or less.

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

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

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

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

PASSED upon first reading this 7th day of August 2023.

PASSED AND DULY ADOPTED, upon second and final reading, in regular session with a quorum present and voting, by the City Council this _____ day of _____ 2023.

Attest:

CITY COUNCIL
CITY OF LAKE CITY, FLORIDA

Audrey Sikes, City Clerk

Stephen M. Witt, Mayor

APPROVED AS TO FORM AND LEGALITY:

Thomas J. Kennon III, City Attorney

First Reading Only

File Attachments for Item:

9. City Council Resolution No. 2023-080 - A resolution of the City Council of the City of Lake City, Florida, authorizing the execution of a contract with Bliss Products and Services, Inc., for the purchase and installation of a 24 foot in length X 30 foot in width X 12 foot in height prefabricated metal building (pole barn) at a cost not to exceed \$19,731.08.

MEETING DATE

CITY OF LAKE CITY

Report to Council

COUNCIL AGENDA	
SECTION	
ITEM NO.	

SUBJECT: Purchase & Installation of Pole Barn

DEPT / OFFICE: Wastewater Treatment Plant

Originator: Brenda Karr/ Cody Pridgeon		
City Manager Paul Dyal	Department Director	Date 7/13/2023
Recommended Action: Request approval to accept lowest bid from ITB-014-2023 with Bliss Products and Services, LLC for the purchase and installation of Pole Barn Building at the Wastewater Treatment Plant.		
Summary Explanation & Background: This is considered a budgeted line item for the Wastewater Treatment Plant as a Truck Shelter. ITB was posted on 6/14/23 -7/12/2023. We had 4 vendors submit proposals, whereas Bliss Products and Services, LLC was the lowest bid.		
Alternatives: Not accept bid.		
Source of Funds: Budgeted in: 410.74.536-060.62		
Financial Impact: 19,731.08		
Exhibits Attached: ITB-014-2023 Solicitation, Bid Tabulation, Bliss Products & Services Proposal		

CITY COUNCIL RESOLUTION NO. 2023-080

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AUTHORIZING THE EXECUTION OF A CONTRACT WITH BLISS PRODUCTS AND SERVICES, INC., FOR THE PURCHASE AND INSTALLATION OF A 24 FOOT IN LENGTH X 30 FOOT IN WIDTH X 12 FOOT IN HEIGHT PREFABRICATED METAL BUILDING (POLE BARN) AT A COST NOT TO EXCEED \$19,731.08.

WHEREAS, the City of Lake City, Florida (hereinafter the “City”) requires the purchase and installation of a 24 foot in length x 30 foot in width x 12 foot in height prefabricated metal building (Pole Barn) (hereinafter the “Project”); and

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

WHEREAS, the City advertised Invitation to Bid 014-2023 (hereinafter the “ITB”) for the procurement of the aforementioned Project; and

WHEREAS, the City Administration has advised the City Council, that the bid of Bliss Products and Services, Inc. (hereinafter “Bliss”) of \$19,731.08 was the lowest responsible bidder to the ITB, and that said bid should be accepted, and that Bliss should be awarded the contract for the Project at a price not to exceed \$19,731.08 (hereinafter the “Contract Price”); and

WHEREAS, the City Council finds that it is in the City’s best interest to accept the bid of Bliss and to award the contract to Bliss for the Project pursuant to and in accordance with the terms, provisions, conditions, and requirements of the *Contract between City of Lake City, Florida and Bliss Products and Services, Inc., for the Purchase and Installation of Pole Barn* (hereinafter the “Contract”) attached hereto as “Exhibit A”.

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

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

Section 2. The Contract is awarded to Bliss and the execution of the same is authorized.

Section 3. The City Manager and City Attorney are authorized to make such reasonable changes and modifications to the 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 Bliss to exceed the Contract Price. The Mayor is authorized and directed to execute and deliver the Contract in the name of, and on behalf of, the City with such changes, amendments, modifications, omissions, and additions made by the City Manager and City Attorney. Execution by the Mayor and Bliss shall be deemed to be conclusive evidence of approval of such changes, amendments, modifications, omissions, and additions.

PASSED AND ADOPTED at a meeting of the City Council this ____ day of August 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

CONTRACT BETWEEN THE CITY OF LAKE CITY, FLORIDA, AND BLISS PRODUCTS AND SERVICES, INC., FOR THE PURCHASE AND INSTALLATION OF POLE BARN

THIS CONTRACT made and entered into this ____ day of _____, 2023, by and between the CITY OF LAKE CITY, FLORIDA, a municipal corporation, located at 205 North Marion Avenue, Lake City, Florida 32055, and whose mailing address is 205 North Marion Avenue, Lake City, Florida 32055 (herein referred to as "City") and Bliss Products and Services, Inc., whose mailing address is 6831 S Sweetwater Rd, Lithia Springs, GA 30122 (herein referred to as "Contractor").

WHEREAS, the City requires the purchase and installation of a 24 foot in length x 30 foot in width x 12 foot in height prefabricated metal building (Pole Barn); and

WHEREAS, the City invited competitive bids through an Invitation to Bid (ITB-014-2023) and the Contractor was the lowest responsible bidder; 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 Continuing 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 Invitation to Bid and its addendum (hereinafter collectively referred to as "ITB-014-2023" or "ITB"), 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.

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/or 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 related to the purchase and installation of a 24 foot in length x 30 foot in width x 12 foot in height prefabricated metal building (Pole Barn), and the

services and responsibilities listed within the ITB.

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 ITB.

1. **Term of Contract:** The term of this Contract shall be sixty (60) calendar days from the Contractor's delivery of equipment. Any extension shall be contingent upon the availability of funds, satisfactory performance by the Contractor, and approval by the appropriate City representatives. The Contractor shall not commence any work until the Contractor has provided the City's Procurement Department with proof of insurance coverages.

2. **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 pricing sheet attached hereto as "Exhibit A".

Payment to the Contractor will be made in accordance with the ITB and F.S. 218.70 "Local Government Prompt Payment Act" upon receipt of the invoice, assuming there are no contested amounts with the invoice.

3. **Insurance:** Contractor agrees to and shall procure and maintain insurance during the term of this Contract and shall provide proof of the following insurance coverages, in addition to any listed in the ITB, 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 the limits provided for in the ITB; 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

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.

4. **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.

5. **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.

6. **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.

7. **Timely Accomplishment of Services and Liquidated Damages:**

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, and 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.

Time is of the essence in the Contract and all obligations thereunder. If the Contractor fails to complete the Services within the term provided for herein, the City shall be entitled to retain or recover from the Contractor, as liquidated damages and not as a penalty, the sum of five hundred dollars and zero cents (\$500.00) per calendar day, commencing on the first day following expiration of the contract term and continuing until the actual date of completion. Such liquidated damages are hereby agreed to be a reasonable estimate of damages the City will incur as a result of delayed completion of the Services. The City may deduct liquidated damages as described in this paragraph from any unpaid amounts then or thereafter due the Contractor under this Agreement. Any liquidated damages not so deducted from any unpaid amounts due the Contractor shall be payable to the City at the demand of the City, together with interest from the date of the demand at the maximum allowable rate.

8. **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.

9. **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.

10. **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.

11. **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
clerk@lcfla.com

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 claim 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.

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

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

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

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

d. A termination of this Contract under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be

challenged pursuant to Section 448.095(2)(d), Fla. Stat. Contractor acknowledges that upon termination of this Contract by the City for a violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year. Contractor further acknowledges that Contractor is liable for any additional costs incurred by the City as a result of termination of any contract for a violation of this section.

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

13. **Entire Agreement:** Incorporated herein, and made a part hereof, are the Invitation to Bid (ITB-014-2023) and all addendum, and all attachments thereto, and the Contractor's response to the ITB. 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.

14. **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.

15. **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.

16. **Effective Date:** It is agreed by City and Contractor that the effective date is that date first written above.

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

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

BLISS PRODUCTS AND SERVICES, INC.

By: _____
Signature & Name

Title

By: _____
Signature & Name

Title

PRICE TABLES

PURCHASE AND INSTALLATION OF 24FT L X 30FT W X 12FT H PREFABRICATED METAL BUILDING (POLE BARN)

Line Item	Description	Items	Total Cost	Comments
ITEM 1	Purchase and Installation of 24ft L x 30ft W x 12ft H Prefabricated Metal Building (Pole Barn)	1	\$19,731.08	

INVITATION TO BID

014-2023

PURCHASE AND INSTALLATION 24FT L X 30FT W X 12FT H
PREFABRICATED METAL BUILDING (POLE BARN)

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

RELEASE DATE: June 14, 2023

DEADLINE FOR QUESTIONS: June 28, 2023

RESPONSE DEADLINE: July 12, 2023, 2:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

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

City of Lake City
INVITATION TO BID
Purchase and Installation 24ft L x 30ft W x 12ft H Prefabricated Metal
Building (Pole Barn)

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 - 3DBuild Pole Barn

1. INTRODUCTION

1.1. Summary

INVITATION TO BID

014-2023

Sealed bids will be accepted by the City of Lake City, Florida until Wednesday, July 12, 2023 at 2:00 pm, local time through the City's e-Procurement Portal, OpenGov. Any bids received after the above time will not be accepted under any circumstances. Any uncertainty regarding the time a bid is received will be resolved against the Bidder. Bids will not be accepted through any other means. Bid opening will be promptly at 2:15 pm in the City Council Chambers located on the 2nd floor in City Hall, at which time all bids will be publicly opened and read aloud for the purchase and installation of:

Purchase and Installation 24ft L x 30ft W x 12ft H Prefabricated Metal Building (Pole Barn)

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](#) 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, June 28, 2023 at 4:00 pm. Questions received after this date and time will not be considered.

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

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

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

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](#)

Cody Pridgeon

Wastewater Director

527 SW Saint Margarets Street

Lake City, FL 32055

Email: pridgeonc@lcfla.com

Phone: [\(386\) 758-5455](tel:(386)758-5455)

Department:
Procurement

1.3. [Timeline](#)

Release Project Date	June 14, 2023
Question Submission Deadline	June 28, 2023, 4:00pm
Question Response Deadline	July 5, 2023, 4:00pm
Proposal Submission Deadline	July 12, 2023, 2:00pm

2. INSTRUCTION TO BIDDERS

2.1. Overview

The City of Lake City is accepting bids for The purchase and installation of a 24ft in Length x 30ft in Width x 12ft in Height Prefabricated Metal Building (Pole Barn).

Bidders shall create a FREE account with ProcureNow by signing up at <https://secure.procurenow.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, July 12, 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 Site Visit

Site visits are by appointment only. Please contact Cody Pridgeon (386) 758-5455 to arrange a site visit.

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, July 5, 2023 by 4:00 pm. All questions submitted and answers provided shall be electronically distributed via email to bidders following this solicitation on the City's e-Procurement Portal. Oral answers given by anyone shall not be authoritative.

2.5. Addenda

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

2.6. Contents of Solicitation and Bidders Responsibilities

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

3. SCOPE OF WORK AND RELATED REQUIREMENTS

3.1. General Scope of Work

- 1.The contractor shall purchase and install one (1) new pre-fabricated metal building (pole barn) with roof. Shop drawings shall be provided and approved by the City of Lake City before manufacturing begins. The storage building shall comply with all State, Federal, and local laws and ordinances.
- 2.The building system shall include but not limited to: structural steel system, metal roof system, and all trim and accessories as required and foundation design and installation.
3. The intended use of this building is to act as a cover or awning over equipment, trailers, and vehicles to limit their exposure to the elements.
4. The successful Contractor shall be responsible for providing all required engineered drawings and specifications required to obtain the appropriate building permits. Electrical improvements will not be needed.

3.2. Specifications

- 1.The size of building shall be 24ft in Length x 30ft in Width x 12ft in Height.
- 2.The building must have an eave height in the back side of 11.5ft and front side of 12ft clearance ~~with a 2ft overhang on all sides with no soffits~~. The building will be attached to an existing building with flashing to prevent rain from passing between them.
- 3.Two (2) single slope ridge frames, clear span.
4. No electricity is needed to the building.
5. The building shall be designed and constructed to meet International Building Code (IBC) 15 and a minimum wind load of 120 mph. Building shall meet current Florida Building Codes.
- 6.Roof ~~and side walls~~ shall be 26 Gauge Galvalume Plus. Trim for the Wall, Roof, and Jamb shall be Galvalume Plus. No insulation is required for roof ~~or walls~~.
- 7.No slab is required; only foundations/footings shall be installed as required for the support framing.
- 8.All screw must contain an integral rubber washer.
- 9.The roof pitch shall be designed as single slope with no gutters and downspouts ensuring any runoff are directed away from the building. Roof metal shall be a minimum 26 gauge metal.
- 10.Roof and Trim color will be chosen once bidder has been selected and the steel structure will be standard red iron color.
11. Concrete footers are the responsibility of the Contractor.
- 12.Freight charges must be included in the proposal. Delivery will be to the City of Lake City Saint Margarets Waste Water Treatment Plant located at 527 SW Saint Margarets Street, Lake City, FL 32025.

3.3. Code and Standards

The metal building must comply with all State, Federal, and local laws and ordinances.

3.4. Permitting

The successful contractor shall be responsible for providing all required drawings and specifications required to obtain the appropriate building permits.

3.5. Installation

Complete Installation of the building, footers, etc. shall be the responsibility of the Contractor.

3.6. 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.

3.7. 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.

3.8. 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.

3.9. Storage of Materials

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

3.10. 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.

3.11. 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.

3.12. Traffic Control

No traffic control will be needed. Contractor must conduct the project to ensure minimum interference with facility and yard operations.

3.13. 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.

3.14. Delivery

Freight charges must be included in the proposal. All materials must be delivered FOB to City of Lake City Saint Margarets Waste Water Treatment Plant located at 527 SW Saint Margarets Street, Lake City, FL 32025. Contractor shall be represented on-site at time of delivery for material/equipment acceptance.

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

PURCHASE AND INSTALLATION OF 24FT L X 30FT W X 12FT H PREFABRICATED METAL BUILDING (POLE BARN)

Line Item	Description	Items	Total Cost	Comments
ITEM 1	Purchase and Installation of 24ft L x 30ft W x 12ft H Prefabricated Metal Building (Pole Barn)	1		

6. **VENDOR QUESTIONNAIRE**

6.1. References*

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

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

Company Name: _____

Address: _____

Business Phone #: _____

Contact Person: _____

Email: _____

Length of time services provided: _____

*Response required

6.2. Title and Organization*

Please provide your title and organization's name.

*Response required

6.3. Local Office*

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

*Response required

6.4. Principal Office*

Please provide the city and state for your Principal Office.

*Response required

6.5. Conflict of Interest Statement*

- A. The above named entity is submitting a Bid for the City of Lake City 014-2023 described as Purchase and Installation 24ft L x 30ft W x 12ft H Prefabricated Metal Building (Pole Barn).
- 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:
014-2023, Purchase and Installation 24ft L x 30ft W x 12ft H Prefabricated Metal Building (Pole Barn);
- 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*

014-2023-Purchase and Installation 24ft L x 30ft W x 12ft H Prefabricated Metal Building (Pole Barn)

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 014-2023.
- 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.



EVALUATION TABULATION

ITB No. 014-2023

Purchase and Installation 24ft L x 30ft W x 12ft H Prefabricated Metal Building (Pole Barn)

RESPONSE DEADLINE: July 12, 2023 at 2:00 pm

Report Generated: Thursday, July 27, 2023

SELECTED VENDOR TOTALS

Vendor	Total
Bliss Products & Services, Inc.	\$19,731.08
JC ENTERPRISES	\$23,786.00
union lasteel metal buildings	\$26,585.00
Cutting Edge Development LLC	\$35,405.00

PURCHASE AND INSTALLATION OF 24FT L X 30FT W X 12FT H PREFABRICATED METAL BUILDING (POLE BARN)

Purchase and Installation of 24ft L x 30ft W x 12ft H Prefabricated Metal Building (Pole Barn)				Bliss Products & Services, Inc.		Cutting Edge Development LLC		JC ENTERPRISES		union lasteel metal buildings	
Selected	Line Item	Description	Items	Total Cost	Comments	Total Cost	Comments	Total Cost	Comments	Total Cost	Comments
X	ITEM 1	Purchase and Installation of 24ft L x 30ft W x 12ft H Prefabricated Metal Building (Pole Barn)	1	\$19,731.08		\$35,405.00		\$23,786.00		\$26,585.00	
Total				\$19,731.08		\$35,405.00		\$23,786.00		\$26,585.00	



PROPOSAL DOCUMENT REPORT

ITB No. 014-2023

Purchase and Installation 24ft L x 30ft W x 12ft H Prefabricated Metal Building (Pole Barn)

RESPONSE DEADLINE: July 12, 2023 at 2:00 pm

Report Generated: Thursday, July 27, 2023

Bliss Products & Services, Inc. Proposal

CONTACT INFORMATION

Company:

Bliss Products & Services, Inc.

Email:

dewitt@blissproducts.com

Contact:

DeWitt Gibbs

Address:

6831 S. Sweetwater Rd.
Lithia Springs, FL 30122

Phone:

N/A

Website:

www.blissproducts.com

Submission Date:

Jul 12, 2023 12:49 PM

ADDENDA CONFIRMATION

Addendum #1

Confirmed Jul 5, 2023 3:01 PM by DeWitt Gibbs

QUESTIONNAIRE

1. References*

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

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

Company Name: _____

Address: _____

Business Phone #: _____

Contact Person: _____

Email: _____

Length of time services provided: _____

PROPOSAL DOCUMENT REPORT

ITB No. 014-2023

Purchase and Installation 24ft L x 30ft W x 12ft H Prefabricated Metal Building (Pole Barn)

City of Lake City
205 N. MARION AVENUE
LAKE CITY, Florida 32055
JOSEPH HELFENBERGER
CITY MANAGER
Phone: (386) 719-5768
3 years

Clay County School District
814 Walnut Street
Green Cove Springs, Florida 32043
T: (904) 284-6500
F: (904) 284-6529
Alice Paulk
Career & Technical Ed Sup
Phone: (904) 336-4501
Email: alice.paulk@myoneclay.net
3 years

Alachua County Parks and Open Spaces
408 W University Ave, Ste 106
Gainesville, Florida 32601
T: (352) 548-1219
Ed Williams
Capital Projects Coordinator
Phone: (352) 240-4168
Email: ewilliams@alachuacounty.us
5 years

2. Title and Organization*

Please provide your title and organization's name.

PROPOSAL DOCUMENT REPORT

Invitation to Bid - Purchase and Installation 24ft L x 30ft W x 12ft H Prefabricated Metal Building (Pole Barn)

Page 3

Representative - Bliss Products and Services

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".

Lithia Springs, GA

4. Principal Office*

Please provide the city and state for your Principal Office.

Lithis Springs, GA

5. Conflict of Interest Statement*

- A. The above named entity is submitting a Bid for the City of Lake City 014-2023 described as Purchase and Installation 24ft L x 30ft W x 12ft H Prefabricated Metal Building (Pole Barn).
- 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*

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*

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*

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*

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*

- A. By submitting a response to this solicitation, the Bidder Acknowledges that he/she is authorized to submit the attached response on behalf of their organization for:
014-2023, Purchase and Installation 24ft L x 30ft W x 12ft H Prefabricated Metal Building (Pole Barn);
- 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*

014-2023-Purchase and Installation 24ft L x 30ft W x 12ft H Prefabricated Metal Building (Pole Barn)

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*

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*

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)*

Please provide your FEIN number here.

59-2413631

ACKNOWLEDGMENTS*

- A. This sworn statement is submitted with 014-2023.
- 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.
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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.*

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

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

No response submitted

DESCRIBE ACTION TAKEN

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

N/A

PRICE TABLES

PURCHASE AND INSTALLATION OF 24FT L X 30FT W X 12FT H PREFABRICATED METAL BUILDING (POLE BARN)

Line Item	Description	Items	Total Cost	Comments
ITEM 1	Purchase and Installation of 24ft L x 30ft W x 12ft H Prefabricated Metal Building (Pole Barn)	1	\$19,731.08	

File Attachments for Item:

10. City Council Resolution No. 2023-081 - A resolution of the City Council of the City of Lake City, Florida, authorizing the execution of a contract with Advantage Contracting Group, Inc., for repairs to the existing stadium seating area at Memorial Stadium at a cost not to exceed \$36,000.00.

MEETING DATE

CITY OF LAKE CITY

Report to Council

COUNCIL AGENDA	
SECTION	
ITEM NO.	

SUBJECT: Memorial Stadium Repairs

DEPT / OFFICE: General Building

Originator: Brenda Karr/ Steve Brown		
City Manager Paul Dyal	Department Director	Date 7/18/2023
Recommended Action: Request approval to accept lowest bid from ITB-013-2023 with Advantage Contracting Group for the repairs to Memorial Stadium.		
Summary Explanation & Background: This is considered a budgeted line item for the General Building. ITB was posted on 6/15/23 -7/13/2023. We had 3 (three) vendors submit proposals, whereas Advantage Contracting Group was the lowest bid. RES: 2022-031 was executed on March 29, 2022 for North FL Professional Services to provide engineering services for the Memorial Stadium Repairs.		
Alternatives: Not accept bid.		
Source of Funds: Budgeted in: 001.10.519-060.63		
Financial Impact: 36,000.00		
Exhibits Attached: ITB-013-2023 Solicitation, Bid Tabulation, ACG Proposal Document, Scope of Work		

CITY COUNCIL RESOLUTION NO. 2023-081

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AUTHORIZING THE EXECUTION OF A CONTRACT WITH ADVANTAGE CONTRACTING GROUP, INC., FOR REPAIRS TO THE EXISTING STADIUM SEATING AREA AT MEMORIAL STADIUM AT A COST NOT TO EXCEED \$36,000.00.

WHEREAS, the City of Lake City, Florida (hereinafter the “City”) requires repairs to the existing stadium seating area at Memorial Stadium (hereinafter the “Project”); and

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

WHEREAS, the City advertised Invitation to Bid 013-2023 (hereinafter the “ITB”) for the procurement of the aforementioned Project; and

WHEREAS, the City Administration has advised the City Council, that the bid of Advantage Contracting Group, Inc. (hereinafter “Advantage”) of \$36,000.00 was the lowest responsible bidder to the ITB, and that said bid should be accepted, and that Advantage should be awarded the contract for the Project at a price not to exceed \$36,000.00 (hereinafter the “Contract Price”); and

WHEREAS, the City Council finds that it is in the City’s best interest to accept the bid of Advantage and to award the contract to Advantage for the Project pursuant to and in accordance with the terms, provisions, conditions, and requirements of the *Contract between City of Lake City, Florida and Advantage Contracting Group, Inc., for Repairs to Memorial Stadium* (hereinafter the “Contract”) attached hereto as “Exhibit A”.

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

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

Section 2. The Contract is awarded to Advantage and the execution of

the same is authorized.

Section 3. The City Manager and City Attorney are authorized to make such reasonable changes and modifications to the 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 Advantage to exceed the Contract Price. The Mayor is authorized and directed to execute and deliver the Contract in the name of, and on behalf of, the City with such changes, amendments, modifications, omissions, and additions made by the City Manager and City Attorney. Execution by the Mayor and Advantage shall be deemed to be conclusive evidence of approval of such changes, amendments, modifications, omissions, and additions.

PASSED AND ADOPTED at a meeting of the City Council this ____ day of August 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

CONTRACT BETWEEN THE CITY OF LAKE CITY, FLORIDA AND ADVANTAGE CONTRACTING GROUP, INC., FOR REPAIRS TO MEMORIAL STADIUM

THIS CONTRACT made and entered into this ____ day of _____, 2023, by and between the CITY OF LAKE CITY, FLORIDA, a municipal corporation, located at 205 North Marion Avenue, Lake City, Florida 32055, and whose mailing address is 205 North Marion Avenue, Lake City, Florida 32055 (herein referred to as "City") and Advantage Contracting Group, Inc., whose mailing address is 4200 County Road 218, Middleburg, Florida 32068 (herein referred to as "Contractor").

WHEREAS, the City requires repairs to the existing stadium seating area at Memorial Stadium; and

WHEREAS, the City invited competitive bids through an Invitation to Bid (ITB-013-2023) and the Contractor was the lowest responsible bidder; 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 Continuing 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 Invitation to Bid and its addendum (hereinafter collectively referred to as "ITB-013-2023" or "ITB"), 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.

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/or 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 related to the repairs to the existing stadium seating area at Memorial Stadium, and the services and responsibilities listed within the ITB.

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 ITB.

1. **Term of Contract:** The term of this Contract shall be thirty (30) calendar days from the Contractor's delivery of equipment. Any extension shall be contingent upon the availability of funds, satisfactory performance by the Contractor, and approval by the appropriate City representatives. The Contractor shall not commence any work until the Contractor has provided the City's Procurement Department with proof of insurance coverages.

2. **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 pricing sheet attached hereto as "Exhibit A". Payment to the Contractor will be made in accordance with the ITB and F.S. 218.70 "Local Government Prompt Payment Act" upon receipt of the invoice,

assuming there are no contested amounts with the invoice.

3. **Insurance:** Contractor agrees to and shall procure and maintain insurance during the term of this Contract and shall provide proof of the following insurance coverages, in addition to any listed in the ITB, 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 the limits provided for in the ITB; 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

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.

4. **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.

5. **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.

6. **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.

7. **Timely Accomplishment of Services and Liquidated Damages:**
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, and 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.

Time is of the essence in the Contract and all obligations thereunder. If the Contractor fails to complete the Services within the term provided for herein, the City shall be entitled to retain or recover from the Contractor, as liquidated damages and not as a penalty, the sum of five hundred dollars and zero cents (\$500.00) per calendar day, commencing on the first day following expiration of the contract term and continuing until the actual date of completion. Such liquidated damages are hereby agreed to be a reasonable estimate of damages the City will incur as a result of delayed completion of the Services. The City may deduct liquidated damages as described in this paragraph from any unpaid amounts then or thereafter due the Contractor under this Agreement. Any liquidated damages not so deducted from any unpaid amounts due the Contractor shall be payable to the City at the demand of the City, together with interest from the date of the demand at the maximum allowable rate.

8. **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.

9. **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.

10. **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.

11. **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
clerk@lcfla.com

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 claim 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.

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

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

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

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

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

awarded a public contract for at least one (1) year. Contractor further acknowledges that Contractor is liable for any additional costs incurred by the City as a result of termination of any contract for a violation of this section.

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

13. **Entire Agreement:** Incorporated herein, and made a part hereof, are the Invitation to Bid (ITB-013-2023) and all addendum, and all attachments thereto, and the Contractor's response to the ITB. 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.

14. **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.

15. **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.

16. **Effective Date:** It is agreed by City and Contractor that the effective date is that date first written above.

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

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

**ADVANTAGE CONTRACTING
GROUP, INC.**

By: _____
Signature & Name

Title

By: _____
Signature & Name

Title

PRICE TABLES

MEMORIAL STADIUM REPAIRS

Line Item	Description	Quantity	Unit of Measure	Total Cost	Comments
1	Total cost of Memorial Stadium repairs as specified in Scope of Work.	1	\$	\$36,000.00	\$36,000.00
TOTAL					\$36,000.00

INVITATION TO BID
013-2023
MEMORIAL STADIUM REPAIRS

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

RELEASE DATE: June 15, 2023

DEADLINE FOR QUESTIONS: June 29, 2023

RESPONSE DEADLINE: July 13, 2023, 2:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

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

City of Lake City
INVITATION TO BID
Memorial Stadium Repairs

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 - Memorial Stadium Repairs Bidding

B - Memorial Stadium Repairs REV 1pdf

1. INTRODUCTION

1.1. Summary

INVITATION TO BID

013-2023

Sealed bids will be accepted by the City of Lake City, Florida until Thursday, July 13, 2023 at 2:00 pm, local time through the City's e-Procurement Portal, OpenGov. Any bids received after the above time will not be accepted under any circumstances. Any uncertainty regarding the time a bid is received will be resolved against the Bidder. Bids will not be accepted through any other means. Bid opening will be promptly at 2:15 pm in the City Council Chambers located on the 2nd floor in City Hall, at which time all bids will be publicly opened and read aloud for:

Memorial Stadium Repairs

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 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 Thursday, June 29, 2023 at 4:00 pm. Questions received after this date and time will not be considered.

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

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

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

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](#)

Kellan Bailey

Project Manager

1450 SW State Road 47

Lake City, FL 32055

Email: kbailey@nfps.net

Phone: [\(386\) 752-4675](tel:(386)752-4675)

Department:
Procurement

1.3. Timeline

Release Project Date	June 15, 2023
Pre-Proposal Meeting (Mandatory)	June 20, 2023, 10:00am Memorial Stadium - NW Stadium Ter Lake City FL 32055
Question Submission Deadline	June 29, 2023, 4:00pm
Question Response Deadline	July 6, 2023, 4:00pm
Proposal Submission Deadline	July 13, 2023, 2:00pm

2. INSTRUCTION TO BIDDERS

2.1. Overview

The City of Lake City is accepting bids for Repairs to the existing stadium seating area at Memorial Stadium per the plans. .

Bidders shall create a FREE account with OpenGov 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. Pre-Bid Meeting

Mandatory Pre-bid and site visit will be held on Tuesday, June 20, 2023 on site located at Memorial Stadium - NW Stadium Ter Lake City FL 32055 at 10:00 am. Only those that attend will be allowed to submit a proposal.

2.3. Submittal Deadline

Bids shall be submitted via the City's e-Procurement Portal, ProcureNow, no later than Thursday, July 13, 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.

2.4. 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, Thursday, July 6, 2023 by 4:00 pm. All questions submitted and answers provided shall be electronically distributed via email to bidders following this solicitation on the City's e-Procurement Portal. Oral answers given by anyone shall not be authoritative.

2.5. Addenda

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

2.6. Contents of Solicitation and Bidders Responsibilities

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

3. SCOPE OF WORK AND RELATED REQUIREMENTS

3.1. General Scope of Work

Repairs to the existing stadium seating area at Memorial Stadium per the plans.

3.2. Specifications

1. Removal of existing abandoned plumbing piles. Install 4" x 2" x 1/2" plate over deteriorated flange.
2. Install 6" x 6" x 1/2" on one side of the Web.
3. Install 6" x 6" x 1/2" on both sides of the Web.
4. Install L3" x 3" x 3/8" 24" long under deteriorated top flange both sides.
5. Install L3" x 3" x 3/8" 24" long under deteriorated top flange both sides.
6. Install 6" x 6" x 1/2" on both sides of the Web.
7. Remove and replace in kind a 1'-0" section of Cap Beam, starting at the end of the beam.
8. Install 5" x 6" x 1/2" on both sides of the Web.
9. Install 5" x 6" x 1/2" on both sides of the Web.
10. Install 6" x 6" x 1/2" on both sides of the Web
11. Install 6" x 6" x 1/2" on both sides of the Web and a 4" x 6" flange plate on East side of beam to match existing flange plate on West side.
12. Install L3" x 3" x 3/8" 18" long under deteriorated top flange.
13. Install 4" x 6" x 1/2" on North flange.
14. Install 5" x 6" x 1/2" on both sides of the Web and a 4" x 6" flange plate on both flanges.
15. Install 6" x 6" x 1/2" on both sides of the Web.
16. Install 6" x 6" x 1/2" on both sides of the Web.
17. Install 6" x 6" x 1/2" on one side of the Web.
18. Widen foundation column 8" and connect beam to the foundation.
19. Install 6" x 6" x 1/2" on both sides of the Web.
20. Replace existing Angle with Bent Plate.
21. Blast, clean and paint bottom 18" of Column.

Please see plans in Attachment A.

3.3. Code and Standards

1. Design

Specifications:

Latest FDOT Specifications for Road and Bridge construction.

2. Design Loadings:

Dead Loads: the following unit loads are used in calculating dead loads:

Structural Steel - 490 pcf

Reinforced Concrete - 150 pcf

3. Concrete:

All concrete shall be in accordance with Section 346 of the FDOT Standard Specifications.

(see attachment on standards for concrete specs)

4. Reinforcing Steel:

All reinforcing steel shall be ASTM A615, Grade 60.

5. Structural Steel:

All structural steel shall be in accordance with ASTM A709, Grade 50, unless otherwise shown.

6. Steel Fabrication:

Fabrication shall be performed in accordance with the current applicable edition of the AASHTO/AWS D1.5 Bridge Welding Code. Fabricators of structural steel shall have the AISC Quality Certification for Major Steel Bridges (CBR).

7. Welding:

Welding details and operations shall be in accordance with the AASHTO/AWS D1.1 and AWS D1.5 Bridge Welding Code. Welding procedures shall be submitted and approved prior to welding on the project. Non-destructive Testing shall be performed as required by AASHTO/AWS D1.1 and AWS D1.5 Bridge Welding Code.

8. Plan Dimensions:

All dimensions in these plans are measured in feet and inches either horizontally or vertically unless otherwise noted.

All excess material as designated by the Engineer is to be disposed by the Contractor at the Contractor's expense.

9. Field Verification and Conditions:

Observations, and contract plans are intended for information and estimating purposes only. Prior to beginning construction, field verify all dimensions and conditions required to perform the repair. Failure to field verify dimensions will not be justification for claims.

10. Alignment:

Preserve the existing geometry including relative positions and alignment of all structural components.

11. Inspection:

The Contractor shall provide safe access for the Engineer at all times to inspect all aspects of the project.

12. Steel Painting

Blast, clean and paint all areas of repair affected structural steel in accordance with Section 561 of the FDOT Standard Specifications. Try to match the existing color.

(Final color to be determined by the Engineer)

3.4. [Permitting](#)

The successful contractor shall be responsible for providing all required drawings and specifications required to obtain the appropriate building permits. Permit fees will be paid for by the contractor. The awarded bidder shall secure permits and arrange for inspections as required.

3.5. [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. 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.

3.11. Warranty

- A. The Contractor agrees that the goods furnished under any award resulting from this solicitation shall be covered by the most favorable commercial warranties the Contractor gives any customer for such goods and that the rights and remedies provided therein are in addition to and do not limit those available to the City of Lake City by any other clause of this solicitation. A copy of this warranty shall be furnished with the bid. At a minimum, all work shall be

guaranteed by the Contractor against defects resulting from the use of inferior materials, equipment or workmanship for one (1) year from the date of final acceptance of the entire project by the City of Lake City in writing.

- B. The Contractor warrants that, unless otherwise specified, all materials and equipment incorporated in this solicitation and under the contract shall be new, in first class condition, and in accordance with the ITB documents. The Contractor further warrants that all workmanship shall be of the highest quality and in accordance with contract documents and shall be performed by persons qualified at their respective trades. Defects discovered during the warranty period shall be corrected by the Contractor to the City of Lake City's satisfaction.

4. GENERAL TERMS AND CONDITIONS

4.1. Definitions

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

4.2. Qualifications of Respondents

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

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

4.3. Award

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

4.4. Assignment

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

4.5. Basis for Bidding

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

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

4.6. [Bidder Eligibility](#)

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

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

4.7. [Cancellation of Solicitation](#)

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

4.8. [Changing of Forms](#)

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

4.9. [Tax Exempt](#)

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

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

4.10. Collusion Among Firms

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

4.11. Conflict of Interest

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

4.12. Conflicts within the Solicitation

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

4.13. Continuation of Work

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

4.14. Cost of Preparing Bid Response

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

4.15. Execution of Contract

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

4.16. Interpretation of Contract Documents

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

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

4.17. Liability

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

4.18. Notice to Proceed

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

4.19. Price Bid

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

4.20. Protests

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

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

4.21. Public Entity Crime

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

4.22. Public Record

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

- A. Keep and maintain public records required by the public agency to perform the service.
- B. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
- D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (386) 719-5826 OR (386) 719-5756, CITYCLERK@LCFLA.COM, CITY CLERKS OFFICE, 205 N MARION AVE., LAKE CITY, FL, 32055.

4.23. Insurance

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

4.24. Indemnity

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

4.25. Liquidated Damages

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

4.26. Schedule

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

- B. The successful Contractor must complete all work within thirty (30) 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

MEMORIAL STADIUM REPAIRS

Line Item	Description	Quantity	Unit of Measure	Total Cost	Comments
1	Total cost of Memorial Stadium repairs as specified in Scope of Work.	1	\$		
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 013-2023 described as Memorial Stadium Repairs.
- 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:
013-2023, Memorial Stadium Repairs;
- 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*

013-2023-Memorial Stadium Repairs

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 013-2023.
- 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.



EVALUATION TABULATION

ITB No. 013-2023

Memorial Stadium Repairs

RESPONSE DEADLINE: July 13, 2023 at 2:00 pm

Report Generated: Thursday, July 27, 2023

SELECTED VENDOR TOTALS

Vendor	Total
Advantage Contracting Group	\$36,000.00
Little & Williams, Inc.	\$43,826.00
AKEA, Inc.	\$89,000.00

MEMORIAL STADIUM REPAIRS

Memorial Stadium Repairs					Advantage Contracting Group		AKEA, Inc.		Little & Williams, Inc.	
Selected	Line Item	Description	Quantity	Unit of Measure	Total Cost	Comments	Total Cost	Comments	Total Cost	Comments
X	1	Total cost of Memorial Stadium repairs as specified in Scope of Work.	1	\$	\$36,000.00	\$36,000.00	\$89,000.00	\$89,000.00	\$43,826.00	\$43,826.00
Total						\$36,000.00		\$89,000.00		\$43,826.00

VENDOR QUESTIONNAIRE PASS/FAIL

Question Title	AKEA, Inc.	Advantage Contracting Group	Little & Williams, Inc.
References	Pass	Pass	Pass
Title and Organization	Pass	Pass	Pass

EVALUATION TABULATION
 ITB No. 013-2023
 Memorial Stadium Repairs

Question Title	AKEA, Inc.	Advantage Contracting Group	Little & Williams, Inc.
Local Office	Pass	Pass	Pass
Principal Office	Pass	Pass	Pass
Conflict of Interest Statement	Pass	Pass	Pass
Disputes Disclosure Form	Pass	Pass	Pass
Disputes Disclosure Form - Explanation	Pass	Pass	Pass
Disputes Disclosure Form - Acknowledgement	Pass	Pass	Pass
Drug Free Workplace Certificate	Pass	Pass	Pass
Non-Collusion Affidavit	Pass	Pass	Pass
E-Verify Affirmation Statement	Pass	Pass	Pass
Bidder's Checklist	Pass	Pass	Pass
Clarifications and Exceptions	Pass	Pass	Pass
Sworn Statement Under Section 287.133(3)(n), Florida Statutes on Public Entity Crimes			
Federal Identification No. (FEID)	Pass	Pass	Pass
Acknowledgments	Pass	Pass	Pass
Please indicate which statement applies.	Pass	Pass	Pass
Required Documents	No Response	No Response	No Response
Describe Action Taken	Pass	Pass	Pass



PROPOSAL DOCUMENT REPORT

ITB No. 013-2023

Memorial Stadium Repairs

RESPONSE DEADLINE: July 13, 2023 at 2:00 pm

Report Generated: Thursday, July 27, 2023

Advantage Contracting Group Proposal

CONTACT INFORMATION

Company:

Advantage Contracting Group

Email:

ryanw.acg@gmail.com

Contact:

Ryan Worthington

Address:

4200 COUNTY ROAD 218
MIDDLEBURG, FL 32068

Phone:

N/A

Website:

N/A

Submission Date:
Jul 13, 2023 9:48 AM

ADDENDA CONFIRMATION

Addendum #1
Confirmed Jul 12, 2023 10:51 AM by Ryan Worthington

Addendum #2
Confirmed Jul 12, 2023 10:51 AM by Ryan Worthington

Addendum #3
Confirmed Jul 12, 2023 10:51 AM by Ryan Worthington

Addendum #4
Confirmed Jul 12, 2023 10:51 AM by Ryan Worthington

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: _____

- A. Echo Power Engineering 2. 103 Jefferson Street, Suite 102, Clarksville, TN 37040 3. 904-229-5894 4. James Boatright 5. James@echopowerengineering.com 6. 2 years to current
- B. Echo Power Engineering 2. 103 Jefferson Street, Suite 102, Clarksville, TN 37040 3. 904-545-0213 4. Bob Hoffman 5. Bob@echopowerengineering.com 6. 1.5 years to current
- C. Clay County Board of County Commissioners 2. 1565 CR 315, Green Cove Springs, FL 32043 3. 904-541-5885 5. Anthony.Stimac@claycountygov.com 6. 6 months

2. Title and Organization*

Pass

Please provide your title and organization's name.

President Advantage Contracting Group, 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".

N/A

4. Principal Office*

Pass

Please provide the city and state for your Principal Office.

4200 CR 218, Middleburg FL 32068

5. Conflict of Interest Statement*

Pass

- A. The above named entity is submitting a Bid for the City of Lake City 013-2023 described as Memorial Stadium Repairs.
- 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:
013-2023, Memorial Stadium Repairs;
- 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

013-2023-Memorial Stadium Repairs

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".

Price is based on no lead abatement, strictly removing paint and cleaning up sites as we were never there.

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.

38-3695714

ACKNOWLEDGMENTS*

Pass

- A. This sworn statement is submitted with 013-2023.
- 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

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

No response submitted

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

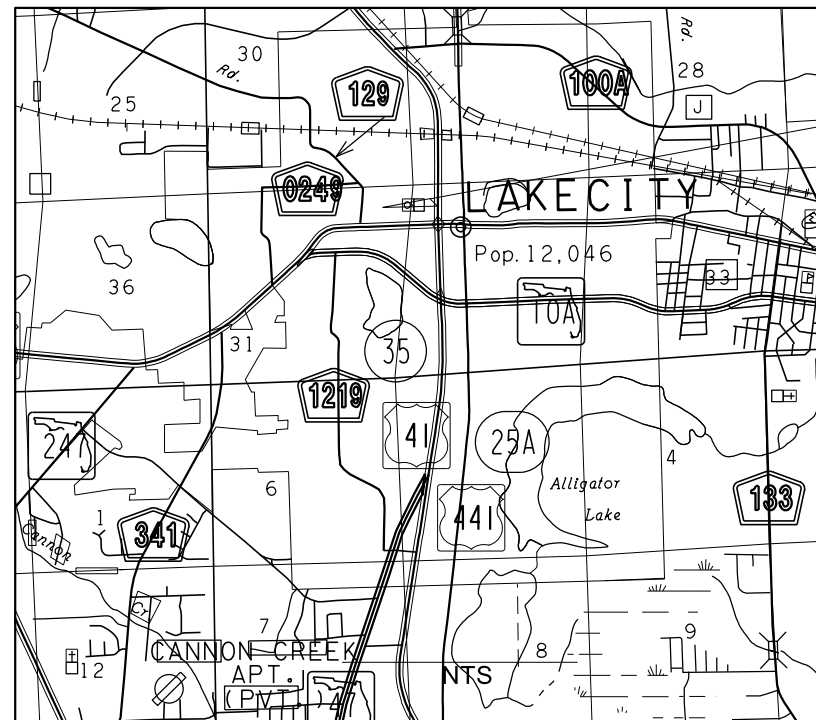
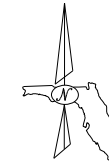
MEMORIAL STADIUM REPAIRS

Line Item	Description	Quantity	Unit of Measure	Total Cost	Comments
1	Total cost of Memorial Stadium repairs as specified in Scope of Work.	1	\$	\$36,000.00	\$36,000.00
TOTAL					\$36,000.00

MEMORIAL STADIUM REPAIRS

LAKE CITY, FLORIDA

MARCH, 2023



PROJECT LOCATION

Sheet Index

1. Cover Sheet
2. General & Repair Notes
3. Stadium Plan
4. Typical Frame
5. Steel Repair Details 1
6. Steel Repair Details 2
7. Steel Repair Details 3
8. Concrete Repair Details

**For Bidding
Purposes Only**

MORALES CONSULTING ENGINEERS
3832-101 BAYMEADOWS RD.
SUITE 132
JACKSONVILLE, FLORIDA 32217
CERT. OF AUTH. NO. 30712
EDUARDO J. MORALES JR., PE NO. 44068

MEMORIAL STADIUM
REPAIRS

PROJECT #

SCALE

NTS

DATE

MARCH 2023

199

1

1. DESIGN SPECIFICATIONS:
Latest FDOT Specifications for Road and briddge construction

2. DESIGN LOADINGS:
DEAD LOADS: the following unit loads are used in calculating dead loads:
Structural steel - 490 pcf
Reinforced concrete - 150 pcf

3. Concrete:
All concrete shall be in accordance with Section 346 of the FDOT Standard Specifications.

Concrete Class	Min. 28 Day Compressive Strength (ksi)	Location
IV	f'c = 5.5	Foundation

Concrete Cover: = 2" except top surfaces
= 2½" for top surfaces

4. Reinforcing Steel:
All reinforcing steel shall be ASTM A615, Grade 60.

5. STRUCTURAL STEEL:
All structural steel shall be in accordance with ASTM A709, Grade 50, unless otherwise shown.

6. STEEL FABRICATION:
Fabrication shall be performed in accordance with the current applicable edition of the AASHTO/AWS D1.5 Bridge Welding Code. Fabricators of structural steel shall have the AISC Quality Certification for Major Steel Bridges (CBR).

7. WELDING:
Welding details and operations shall be in accordance with the AASHTO/AWS D1.1 and AWS D1.5 Bridge Welding Code. Welding procedures shall be submitted and approved prior to welding on the project. Non-destructive Testing shall be performed as required by AASHTO/AWS D1.1 and AWS D1.5 Bridge Welding Code.

8. PLAN DIMENSIONS:
All dimensions in these plans are measured in feet and inches either horizontally or vertically unless otherwise noted.

All excess material as designated by the Engineer is to be disposed by the Contractor at the Contractor's expense.

9. FIELD VERIFICATION AND CONDITIONS:
Observations, and contract plans are intended for information and estimating purposes only. Prior to beginning construction, field verify all dimensions and conditions required to perform the repair. Failure to field verify dimensions will not be justification for claims.

10. ALIGNMENT:
Preserve the existing geometry including relative positions and alignment of all structural components.

11. INSPECTION:
The Contractor shall provide safe access for the Engineer at all times to inspect all aspects of the project.

12. STEEL PAINTING:
Blast, clean and paint all areas of repair affected structural steel in accordance with Section 561 of the FDOT Standard Specifications. Try to match the existing Color. (Final color to be determined by the Engineer)

REPAIR NOTES:

1. Removal of existing abandoned plumbing piles. Install 4"x2"x½" Plate over deteoriated flange.

2. Install 6"x6"x½" on one side of the Web.

3. Install 6"x6"x½" on both sides of the Web.

4. Install L3"x3"x¾" 24" long under deteoriated top flange both sides.

5. Install L3"x3"x¾" 24" long under deteoriated top flange both sides.

6. Install 6"x6"x½" on both sides of the Web.

7. Remove and replace in kind a 1'-0" section of Cap Beam, starting at the end of the beam.

8. Install 5"x6"x½" on both sides of the Web.

9. Install 5"x6"x½" on both sides of the Web.

10. Install 6"x6"x½" on both sides of the Web.

11. Install 6"x6"x½" on both sides of the Web and a 4"x6" Flange plate on East side of beam to match existing flange plate on West side.

12. Install L3"x3"x¾" 18" long under deteoriated top flange.

13. Install 4"x6"x½" on North Flange.

14. Install 5"x6"x½" on both sides of the Web and a 4"x6" Flange plate on both Flanges.

15. Install 6"x6"x½" on both sides of the Web.

16. Install 6"x6"x½" on both sides of the Web.

17. Install 6"x6"x½" on one side of the Web.

18. Widen Foundation Column 8" and connect Beam to the foundation.

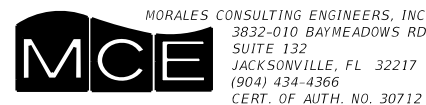
19. Install 6"x6"x½" on both sides of the Web.

20. Replace Existing Angle with Bent Plate.

For Repair Details see Repair Details Sheet

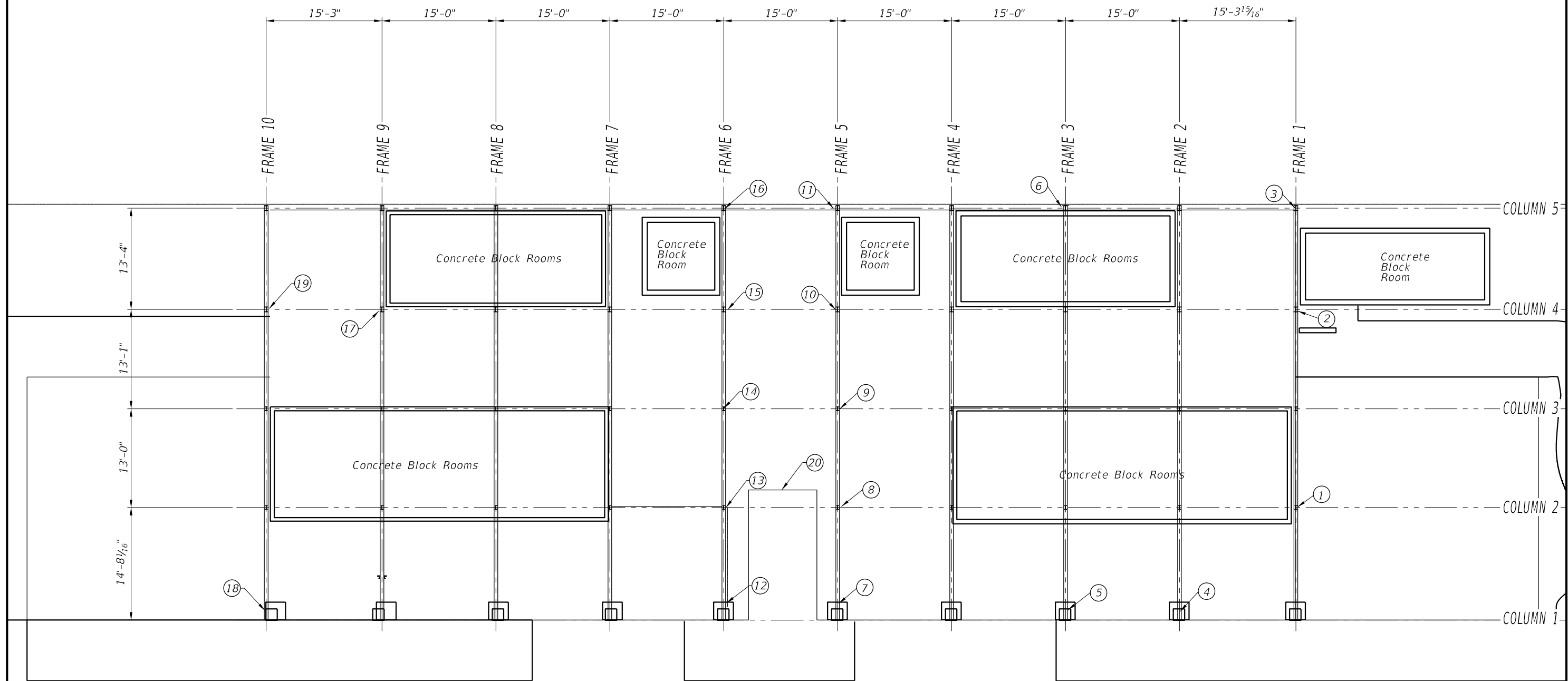
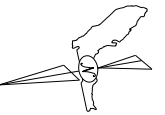
REVISIONS

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION
For Bidding Purposes Only					



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CHECKED BY: EJM Jr.		
DESIGNED BY: EJM Jr.	LAKE CITY	PROJECT NAME:
CHECKED BY: EJM		

SHEET TITLE: GENERAL NOTES	
PROJECT NAME: MEMORIAL STADIUM REPARS	



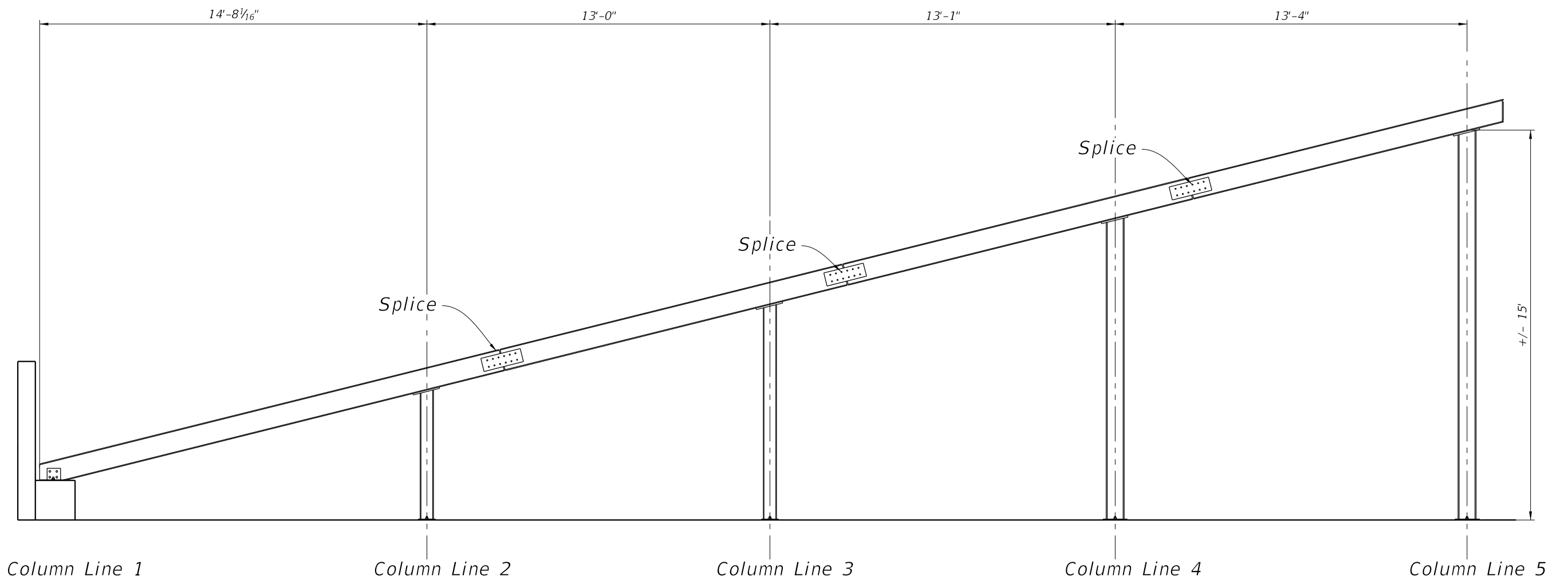
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DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION
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MORALES CONSULTING ENGINEERS, INC.
 3832-010 BAYMEADOWS RD.
 SUITE 132
 JACKSONVILLE, FL 32217
 (904) 434-4366
 CERT. OF AUTH. NO. 30712

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DESIGNED BY: EJM Jr.	
CHECKED BY: EJM	

SHEET TITLE: PLAN	MEMORIAL STADIUM REPAIRS
PROJECT NAME:	
201	3

\$USERS \$DATES \$TIMES \$FILES



TYPICAL FRAME

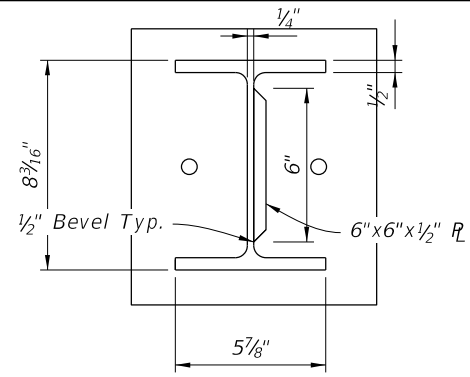
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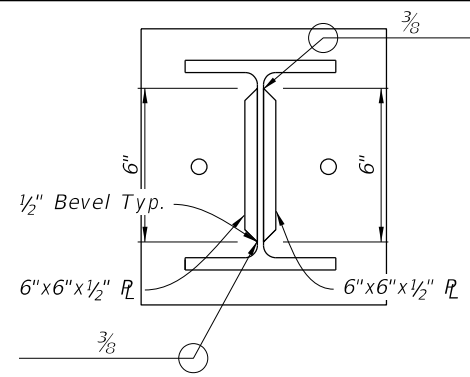
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DESIGNED BY: EJM Jr.	CONTRACT	CITY
CHECKED BY: EJM		LAKE CITY

SHEET TITLE: TYPICAL FRAME
PROJECT NAME: MEMORIAL STADIUM REPAIRS

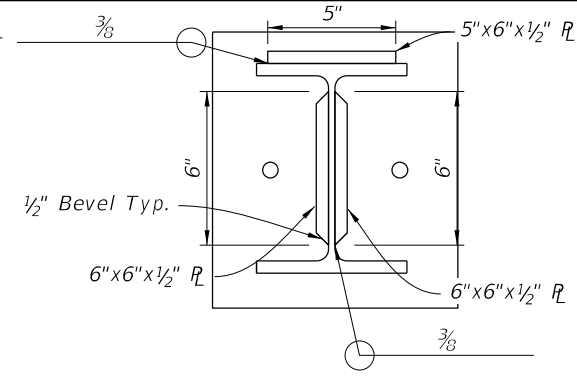
Column Lines 4 & 5



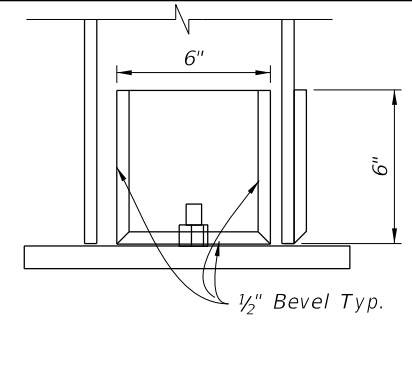
PLAN
Web Plate One Side only



PLAN
Web Plate Both Sides

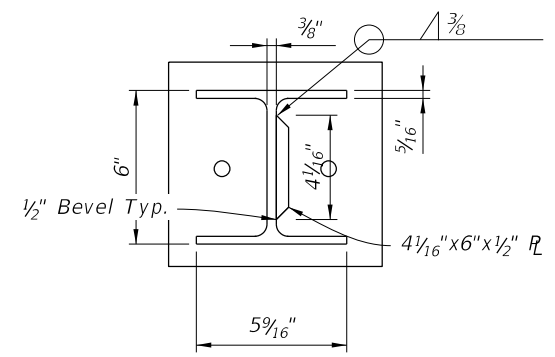


PLAN
Web Plate Both Sides & Flange

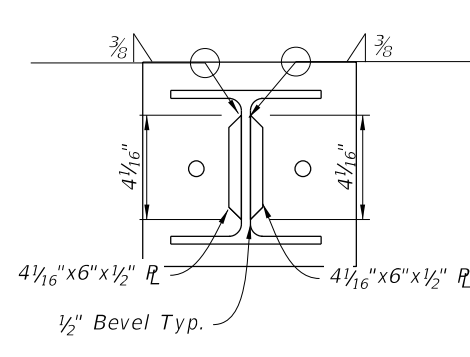


ELEVATION

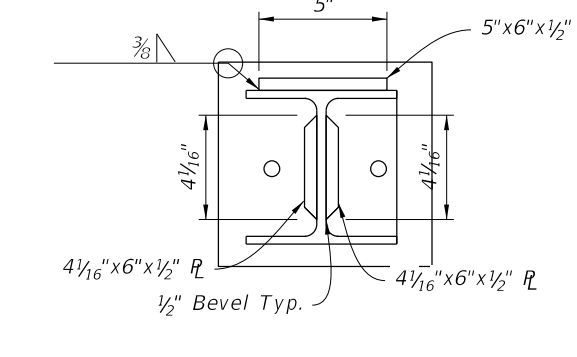
Column Lines 2 & 3



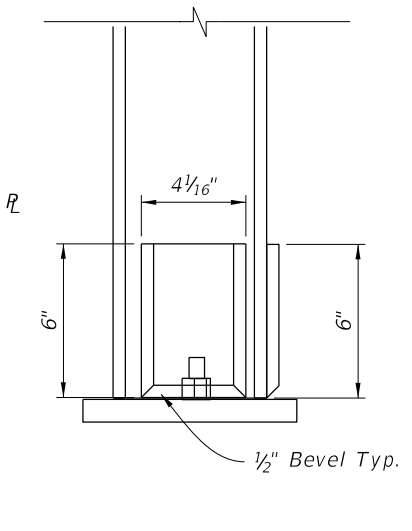
PLAN
Web Plate One Side only



PLAN
Web Plate Both Sides

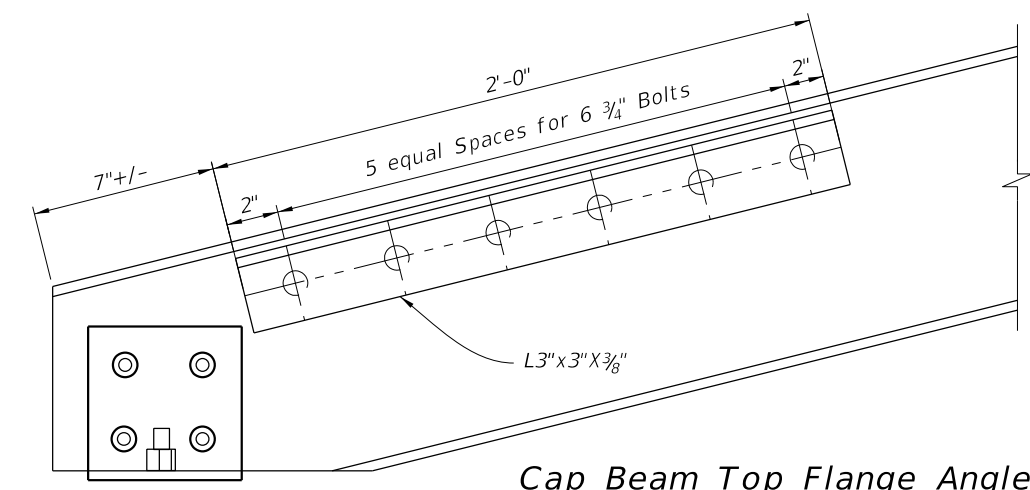
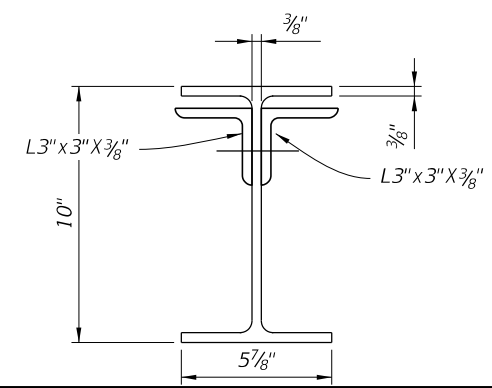


PLAN
Web Plate Both Sides & Flange



ELEVATION

CAP BEAM



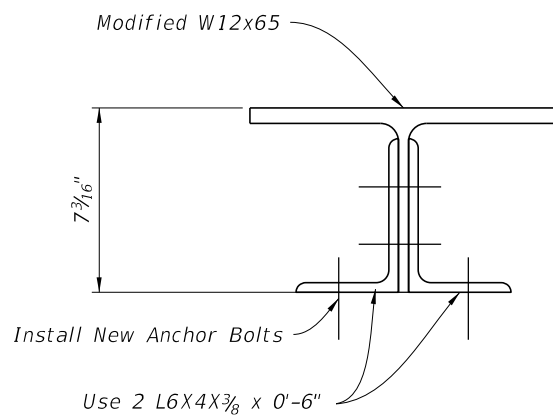
Cap Beam Top Flange Angle REPAIR LOCATIONS 4 & 5

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION
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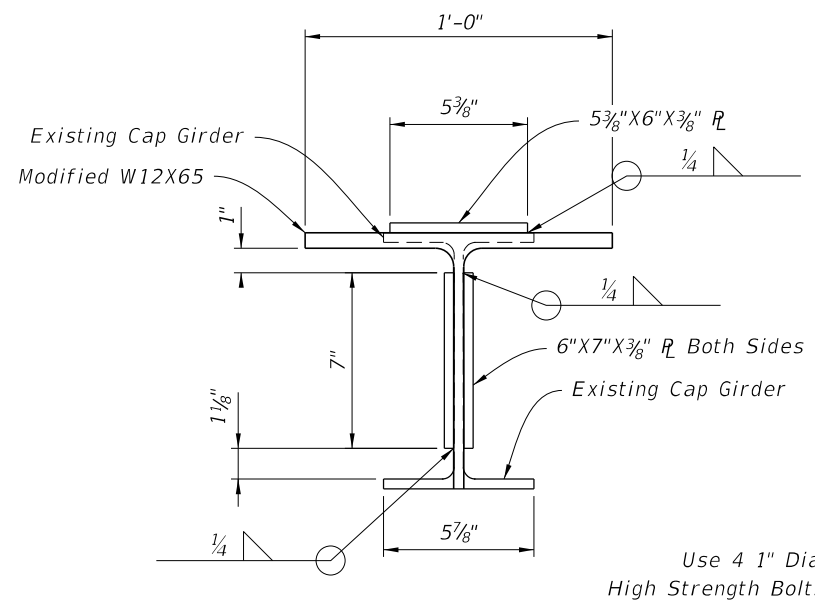
MCE MORALES CONSULTING ENGINEERS, INC.
3832-010 BAYMEADOWS RD.
SUITE 132
JACKSONVILLE, FL 32217
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CONTRACT	CITY	LAKE CITY	

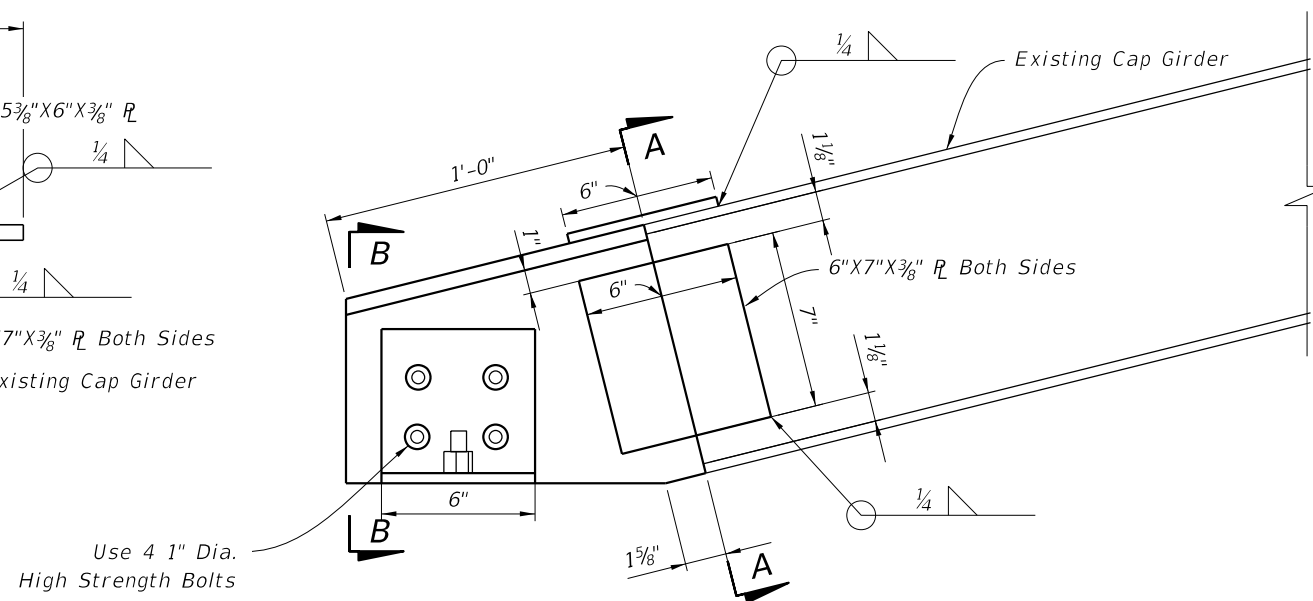
SHEET TITLE: STEEL REPAIR DETAILS SHEET 1
PROJECT NAME: MEMORIAL STADIUM REPAIRS



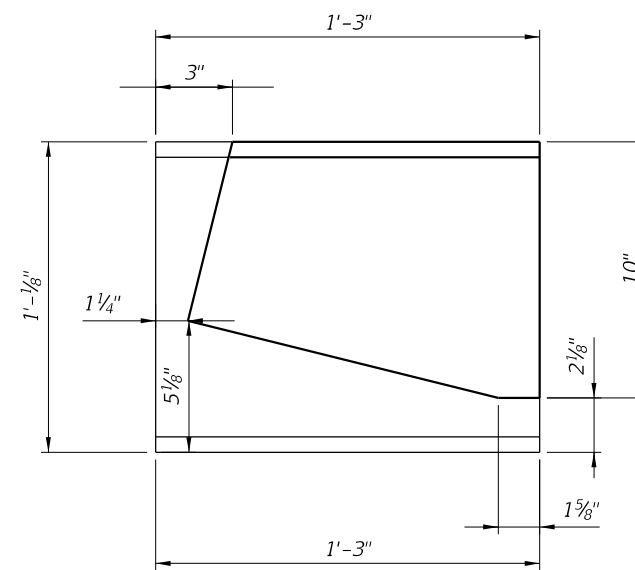
SECTION B-B



SECTION A-A



ELEVATION



MODIFIED W12x65

NOTE: Contractor Shall Field verify all Dimensions and angles before cutting the W12x65.

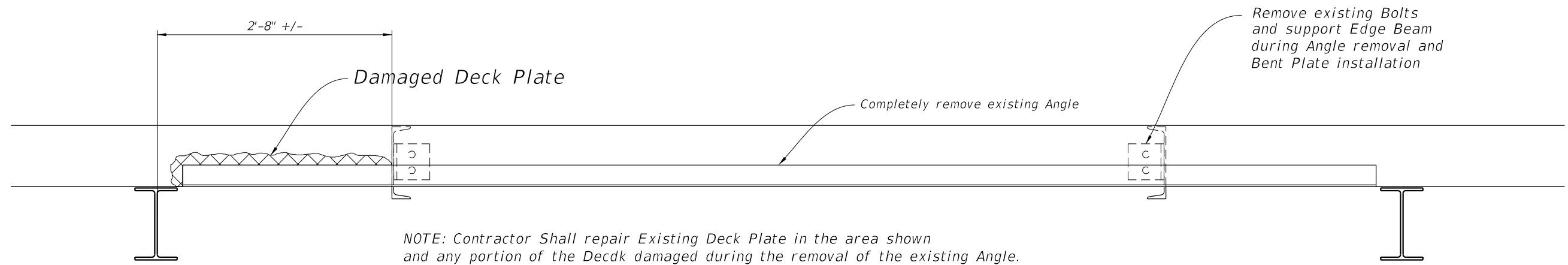
REPAIR LOCATION 7

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION
For Bidding Purposes Only					

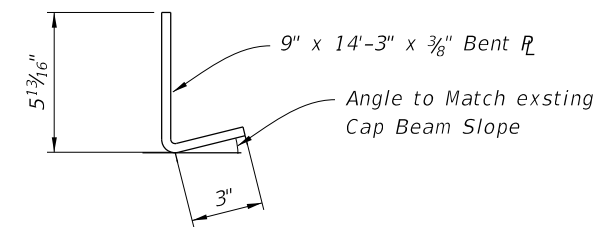
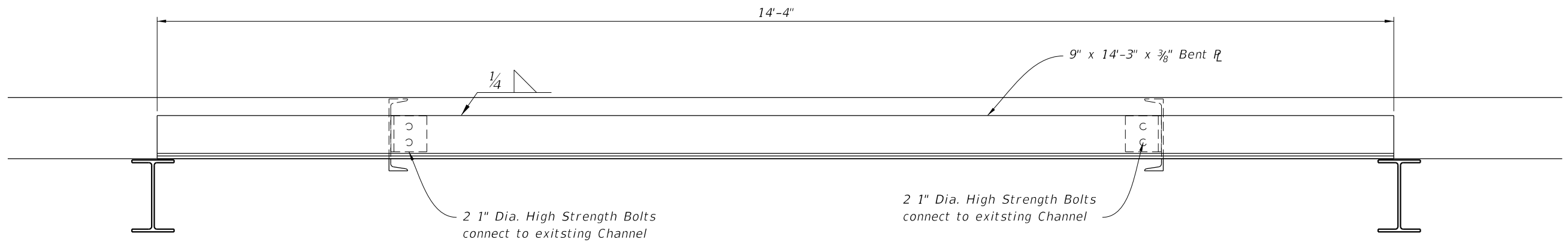
MCE MORALES CONSULTING ENGINEERS, INC.
3832-010 BAYMEADOWS RD.
SUITE 132
JACKSONVILLE, FL 32217
(904) 434-4366
CERT. OF AUTH. NO. 30712

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DESIGNED BY: EJM Jr.		
CHECKED BY: EJM		

SHEET TITLE: STEEL REPAIR DETAILS SHEET 2
PROJECT NAME: MEMORIAL STADIUM REPAIRS



NOTE: Contractor Shall repair Existing Deck Plate in the area shown and any portion of the Decdk damaged during the removal of the existing Angle. Repairs will consist of a clean square edges and material replkacement with a similar size plates. Welds shall be ground smooth and the entire repaired area is to be painted as per the specifications. The color to match the existing.



BENT PLATE

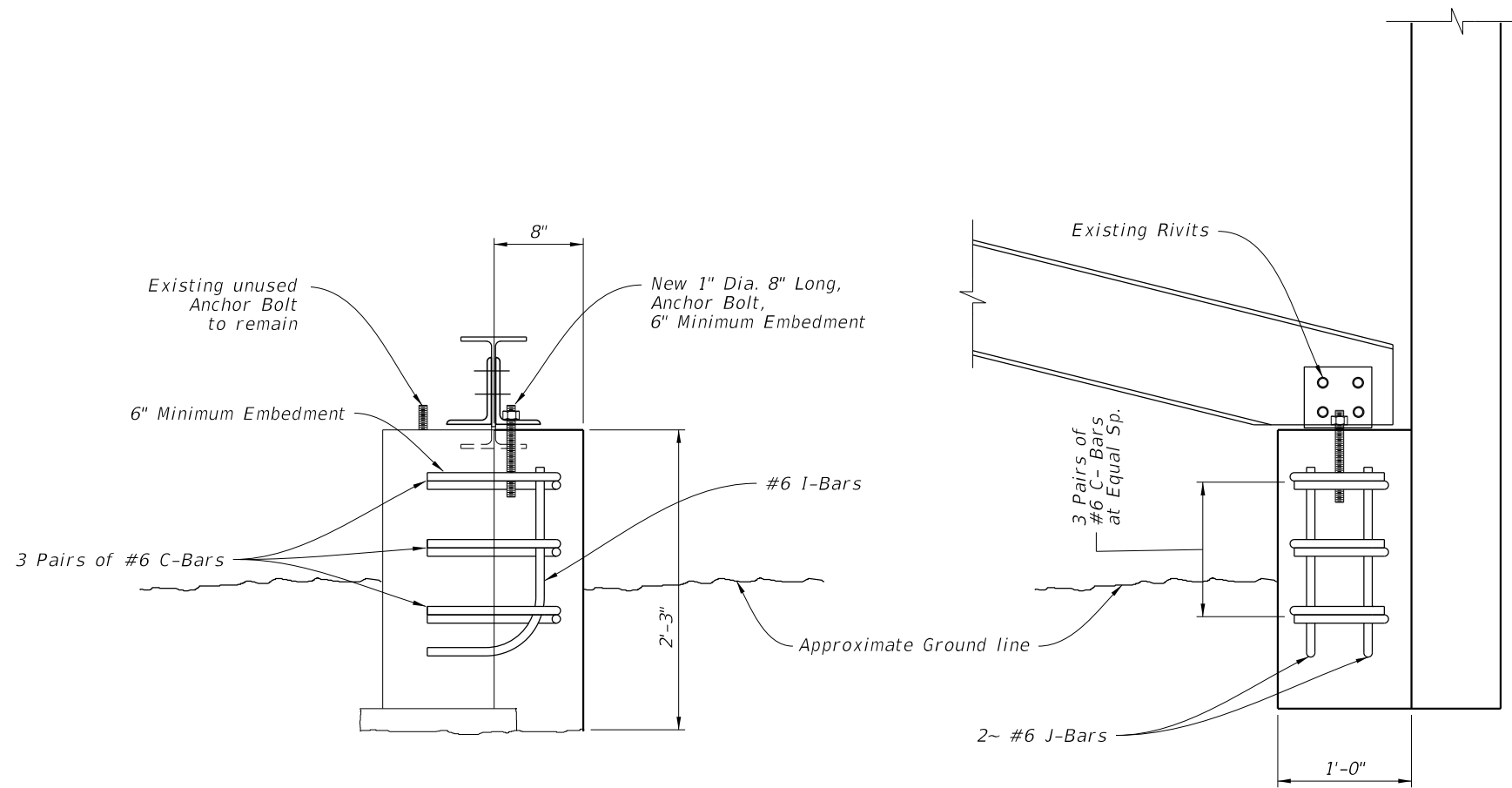
REPAIR LOCATION 20

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION
For Bidding Purposes Only					

MCE MORALES CONSULTING ENGINEERS, INC.
3832-010 BAYMEADOWS RD.
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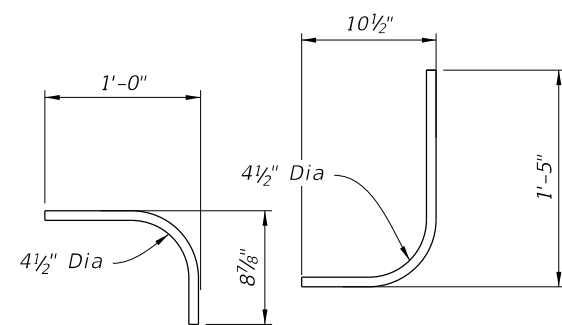
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DESIGNED BY: EJM Jr.		
CHECKED BY: EJM		

SHEET TITLE: STEEL REPAIR DETAILS SHEET 3	PROJECT NAME: MEMORIAL STADIUM REPARS
DATE: 205	



Foundation Repair (Looking West)

Foundation Repair (Looking South)



#6 C-Bars

#6 J-Bars

REPAIR LOCATION 18

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION
For Bidding Purposes Only					

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 3832-010 BAYMEADOWS RD.
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 JACKSONVILLE, FL 32217
 (904) 434-4366
 CERT. OF AUTH. NO. 30712

DRAWN BY: ODR	CONTRACT	CITY LAKE CITY
CHECKED BY: EJM Jr.		
DESIGNED BY: EJM Jr.		
CHECKED BY: EJM		

SHEET TITLE: CONCRETE REPAIR DETAILS SHEET
PROJECT NAME: MEMORIAL STADIUM REPAIRS

File Attachments for Item:

11. City Council Resolution No. 2023-082 - A resolution of the City Council authorizing the execution and renewal of a Cooperative Service Agreement with the CDS Family & Behavioral Health Services, Inc.; providing for coordination, referral, and effective service delivery of counseling, case management and prevention services to clients and their families; and providing for an effective date.

CITY COUNCIL RESOLUTION NO. 2023-082

A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE EXECUTION AND RENEWAL OF A COOPERATIVE SERVICE AGREEMENT WITH THE CDS FAMILY & BEHAVIORAL HEALTH SERVICES, INC.; PROVIDING FOR COORDINATION, REFERRAL, AND EFFECTIVE SERVICE DELIVERY OF COUNSELING, CASE MANAGEMENT AND PREVENTION SERVICES TO CLIENTS AND THEIR FAMILIES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Lake City, Florida, (hereinafter the “City”) by and through its Lake City, Police Department (hereinafter the “Police Department”) finds the need to work toward the coordination, referral, and effective service delivery of counseling, case management and prevention services to individuals and their families; and

WHEREAS, the City, Police Department, and CDS Family & Behavioral Health Services, Inc. (Interface Youth Program and Family Action Program and/or Prevention Program) (hereinafter “CDS”) recognize a need to utilize services delivered by each organization for the benefit and welfare of clients and their families, to assure that services are available to clients of CDS, and families; and

WHEREAS, the City, Police Department, and CDS recognize a need to exchange client-related information with appropriate authorization in order to assure timely delivery of quality services to the client and family; and

WHEREAS, the City, Police Department, and CDS have found benefits from working together in the past and desire to continue the working relationship; and

WHEREAS, the City, Police Department and CDS desire to enter into a *Cooperative Services Agreement*, a copy of which is attached hereto as “Exhibit A” and made a part of this resolution (hereinafter the “Service Agreement”) to assist clients and their families.

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, and its Police Department, is hereby authorized to enter into the Service Agreement with CDS.

Section 3. The Mayor is authorized to execute the Service Agreement for and on behalf of the City and the Police Department.

PASSED AND ADOPTED at a meeting of the City Council on this ___ day of August 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

COOPERATIVE SERVICE AGREEMENT

Whereas, the Lake City Police Department and CDS FAMILY & BEHAVIORAL HEALTH SERVICES, INC. (Interface Youth Program and Family Action Program and/or Prevention Programs) do hereby agree to work toward the coordination, referral, and effective service delivery of counseling, case management and/or prevention services to clients and their families; and


Whereas, the above organizations recognize a need to utilize services delivered by both organizations for the benefit and welfare of clients and their families, to assure that services are available to clients and families; and

Whereas, the above organizations recognize a need to exchange client-related information with appropriate authorization in order to ensure timely delivery of quality services to the client and family; and

Now, therefore, the Lake City Police Department and CDS Family & Behavioral Health Services, Inc. (Interface Youth Program and Family Action Program and/or Prevention Programs) do mutually enter into a Cooperative Service Agreement to assist clients and their families.

This agreement shall take effect on August 1, 2023 and expire on June 30, 2025.

Signature of Organization Representative


Signature of CDS Inc. Representative

Title

Chief Operations Officer

Title

Date

Date

File Attachments for Item:

12. City Council Resolution No. 2023-083 - A resolution of the City Council of the City of Lake City, Florida, authorizing the City, by and through it's Lake City Police Department to enter into an Interagency Agreement with the Panama City Beach Police Department for information exchange and use.

MEETING DATE
8-7-23

CITY OF LAKE CITY

Report to Council

COUNCIL AGENDA	
SECTION	
ITEM NO.	

SUBJECT: Interagency Agreement between Panama City Beach Police Department and the Lake City Police Department for ALPR Information Exchange and Use
DEPT / OFFICE: Lake City Police Department

Originator: Chief Gerald Butler		
City Manager Paul Dyal	Department Director Chief Gerald Butler <i>gbut</i>	Date 7-27-23
Recommended Action: Allow LCPD to access Flock Safety's License Plate hot sheet files from FDLE via Automatic License Plate Reader (ALPR) and by sworn personnel from LCPD per the Criminal Justice User Agreement on file through the Panama City Beach Police Department.		
Summary Explanation & Background: Lake City Police Department will receive updated ALPR extracts from the Panama City Beach Police Department. These extracts are an integral part of the Flock System Automatic License Plate Readers (ALPR) currently being installed for use in Lake City. The ALPR hot sheet is controlled by the Panama City Beach Police Department in agreement with FDLE and Flock Safety.		
Alternatives: N/A		
Source of Funds: N/A		
Financial Impact: None		
Exhibits Attached: Interagency Agreement Between Panama City Beach Police Department and the Lake City Police Department for Information Exchange and Use		

CITY COUNCIL RESOLUTION NO. 2023-083

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AUTHORIZING THE CITY, BY AND THROUGH ITS LAKE CITY POLICE DEPARTMENT TO ENTER INTO AN INTERAGENCY AGREEMENT WITH THE PANAMA CITY BEACH POLICE DEPARTMENT FOR INFORMATION EXCHANGE AND USE.

WHEREAS, the Panama City Beach Police Department (hereinafter "Panama"), and the City of Lake City, Florida (hereinafter the "City"), by and through its Lake City Police Department (hereinafter "LCPD"), are bona fide law enforcement agencies; and

WHEREAS, Panama receives license plates-based extract files from the Florida Department of Law Enforcement for use via a License Plate Reader (hereinafter the "LPR"); and

WHEREAS, the LCPD wishes to routinely receive the LPR extracts from Panama for the administration of criminal justice; and

WHEREAS, both agencies have a valid Criminal Justice User Agreement and License Plate Reader Supplement on file with the Florida Department of Law Enforcement; and

WHEREAS, the City finds it is in the best interest of its citizens for the LCPD to enter into an Interagency Agreement sharing LPR extracts with Panama, a copy of which is attached hereto as "Exhibit A" and made a part of this resolution (the "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 City, by and through the LCPD, is authorized to enter into the Agreement with Panama.

Section 3. The Chief of Police is authorized to execute the Agreement for and on behalf of the City and the LCPD.

PASSED AND ADOPTED at a meeting of the City Council this ____ day of August 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

Eusebio Talamantez, Jr.
Chief of Police



Chad Lindsey
Deputy Chief of Police



"Dedicated to Excellence"

17115 Panama City Beach Parkway, Panama City Beach, Florida

Phone: (850) 233-5000 Fax: (850) 233-5013

www.beachpolice.org

INTERAGENCY AGREEMENT BETWEEN PANAMA CITY BEACH POLICE DEPARTMENT AND _____ FOR INFORMATION EXCHANGE AND USE

WITNESSETH

WHEREAS, The PANAMA CITY BEACH POLICE DEPARTMENT hereafter referred to as CJA, and the _____, hereafter referred to as CJA2, are criminal justice agencies, formally recognized by the Federal Bureau of Investigations. (FBI) and the Florida Department of Law Enforcement (FDLE); and

WHEREAS, The CJA receives license plates-based extract files from the Florida Department of Law Enforcement for use via a License Plate Reader (LPR), hereafter referred to as LPR extracts; and

WHEREAS, The CJA2 wishes to routinely receive the LPR extracts from CJA for the administration of criminal justice; and

WHEREAS, both agencies have a valid Criminal Justice User Agreement and License Plate Reader Supplement on file with FDLE;

NOW THEREFORE, the parties agree as follows,

1. The CJA2 shall receive the updated LPR extracts from the CJA via an existing integration between CJA and contracted LPR vendor (FLOCK) eight times per day.
2. The CJA will provide the CJA2 with the LPR extracts at no cost to the CJA2.
3. The CJA2 agrees to abide by all applicable local, state, and federal laws, rules and regulations, with regards to the use of said electronic systems.
4. To the extent provided by the laws of Florida, the CJA2 agrees to be responsible for the violations, negligent acts or omissions of its personnel arising out of or involving any information contained in, received from, entered into or through the receipt of the records.
5. Both CJA and CJA2 has an obligation to report instances of misuse to the FDLE for follow up of applicable investigation and applicable discipline.

Captain Wayne Maddox
Field Services

Captain Jason Jones
Criminal Investigations

Captain Richard McClanahan
Administration

Captain John Deegins
Criminal Intelligence

6. Either party may terminate this agreement upon thirty (30) days written notice, except that the CJA may terminate this agreement immediately and without notice upon finding that the CJA2 has violated the terms of this agreement.

This agreement constitutes the entire agreement of the parties and may not be modified as amended without written agreement executed by both parties.

IN WITNESS HEREOF, the parties hereto have caused this agreement to be executed by the proper officers and officials.

IN WITNESS HEREOF, the parties hereto have caused this agreement to be executed by the proper officers and officials.

PANAMA CITY BEACH POLICE DEPARTMENT (CJA)

Agency Name

Eusebio Talamantez Jr, Chief of Police

Date

WITNESS

Witness Name and Title

Date

Agency Name

(CJA2)

Agency Head and Title

Date

WITNESS

Witness Name and Title

Date

Captain Wayne Maddox
Field Services

Captain Jason Jones
Criminal Investigations

Captain Richard McClanahan
Administration

Captain John Deegins
Criminal Intelligence

Home of the world's most beautiful beaches.

File Attachments for Item:

13. City Council Resolution No. 2023-087 - A resolution of the City Council of the City of Lake City, Florida, constituting the Fiscal Year 2023-24 Preliminary Fire Assessment Resolution; providing authority; providing purpose and definitions; relating to the provision of Fire Protection Services, facilities and programs in the City of Lake City, Florida; confirming previous resolutions, as amended; reimposing Fire Protection not-to-exceed Assessment Rates; directing the preparation of the Preliminary Assessment Roll; authorizing a public hearing and directing the provision of notice thereof; providing for application of assessment proceeds; providing for conflicts; and providing for an effective date.

CITY COUNCIL RESOLUTION NO. 2023-087

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, CONSTITUTING THE FISCAL YEAR 2023-24 PRELIMINARY FIRE ASSESSMENT RESOLUTION; PROVIDING AUTHORITY; PROVIDING PURPOSE AND DEFINITIONS; RELATING TO THE PROVISION OF FIRE PROTECTION SERVICES, FACILITIES AND PROGRAMS IN THE CITY OF LAKE CITY, FLORIDA; CONFIRMING PREVIOUS RESOLUTIONS, AS AMENDED; REIMPOSING FIRE PROTECTION ASSESSMENTS AND ESTABLISHING FIRE PROTECTION NOT-TO-EXCEED ASSESSMENT RATES; DIRECTING THE PREPARATION OF THE PRELIMINARY ASSESSMENT ROLL; AUTHORIZING A PUBLIC HEARING AND DIRECTING THE PROVISION OF NOTICE THEREOF; PROVIDING FOR APPLICATION OF ASSESSMENT PROCEEDS; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Lake City, Florida (hereinafter the “City Council”), has enacted Ordinance No. 2002-958 (hereinafter the “Ordinance”) (codified as Chapter 46, Article IV, City of Lake City Code) which authorizes the imposition of Fire Protection Assessments for fire protection services, facilities, and programs against Assessed Property located within the City; and

WHEREAS, the reimposition of a Fire Protection Assessment for fire protection services, facilities, and programs each fiscal year is an equitable and efficient method of allocating and apportioning the Fire Protection Assessed Cost among parcels of Assessed Property; and

WHEREAS, the City Council desires to reimpose a Fire Protection Assessment within the City using procedures provided by Ordinance, including the tax bill collection method for the Fiscal Year beginning on October 1, 2023; and

WHEREAS, the City Council adopts the 2023 Preliminary Rate Resolution as confirmed, supplemented, and amended herein, containing and referencing a brief and general description of the fire protection facilities and services to be provided to Assessed Property, describing the method of apportioning the Fire Protection Assessed Cost to compute the Fire Protection Assessment for fire protection services, facilities, and programs against Assessed Property updating and estimating a rate of assessment, and directing the updating and preparation of the Assessment Roll, provision of published notice required by the Ordinance and mailed notice; and

WHEREAS, in order to reimpose Fire Protection Assessments for the Fiscal Year beginning October 1, 2023, the Ordinance requires the City Council to adopt an Annual Rate Resolution, during its budget adoption process for each Fiscal Year, which establishes the rate of assessment and approves the Assessment Roll for the upcoming Fiscal year, with such amendments as the City Council deems appropriate, after hearing comments and objections of all interested parties; and

WHEREAS, the updated Assessment Roll has heretofore been made available for inspection by the public, as required by the Ordinance; and

WHEREAS, notice of a public hearing shall be published and mailed as required by the terms of the Ordinance and herein.

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

SECTION 1. AUTHORITY. This resolution is adopted pursuant to the provisions of the Fire Protection Assessment Ordinance (Ordinance No. 2002-958, codified as Chapter 46, Article IV, City of Lake City Code) (the "Ordinance"); the Initial Assessment Resolution, as amended (Resolution No. 2002-055); the Final Assessment Resolution (Resolution No. 2002-062); and Preliminary and Annual Resolutions adopted in subsequent years; sections 166.021 and 166.041, Florida Statutes; and other applicable provisions of law.

SECTION 2. PURPOSE AND DEFINITIONS.

This resolution constitutes the Preliminary Rate Resolution as defined in the Ordinance, as codified. This Preliminary Resolution initiates the annual process for updating the Assessment Roll and directs the imposition of Fire Protection Assessments for the Fiscal Year beginning October 1, 2023. All capitalized words and terms not otherwise defined herein shall have the meanings set forth in the Ordinance, the Initial Assessment Resolution, as amended, the Final Assessment Resolution, as amended, and in subsequently adopted Preliminary and Annual Resolutions. Except as amended and modified by this Resolution, Resolution Nos. 2008-058 and 2008-064 and all subsequent Preliminary and Annual Resolutions, as may have been subsequently amended, are hereby confirmed and ratified. The term "2023 Report" in this and subsequent Resolutions shall refer to the "City of Lake City Fire Assessment Update Study – Final Technical Report, dated July 27, 2023", by Benesch, which 2023 Report is attached hereto as Exhibit A and incorporated herein.

SECTION 3. PROVISION AND FUNDING OF FIRE PROTECTION SERVICES.

(A) Upon the imposition of Fire Protection Assessments for fire protection services, facilities, or programs against Assessed Property located within the City, the City shall provide fire protection services to such Assessed Property. A portion of the cost to provide such fire protection services, facilities, or programs shall be funded from proceeds of the Fire Protection Assessments. The remaining costs required to provide fire protection services, facilities, and programs shall be funded by legally available City revenues other than Fire Protection Assessment proceeds.

(B) It is hereby ascertained, determined, and declared that each parcel of Assessed Property located within the City will be benefited by the City's provision of fire protection services, facilities, and programs in an amount not less than the Fire Protection Assessment imposed against such parcel, computed in the manner set forth in the 2023 Report.

SECTION 4. REIMPOSITION OF FIRE PROTECTION ASSESSMENTS.

(A) Fire Protection Assessments shall be imposed against all Tax Parcels within the Property Use Categories identified in the 2023 Report. Fire Protection Assessments shall be computed in the manner set forth in the Initial and Final Resolutions as amended and confirmed by Preliminary and Annual Resolutions adopted in each subsequent year, and as set forth in the 2023 Report and in this Preliminary Resolution.

(B) It is hereby ascertained, determined and declared that each parcel of Assessed Property within the City will be specially benefited by the City's provision of fire protection services, facilities, and programs in an amount not less than the Fire Protection Assessment for such parcel, computed in the manner set forth in the 2023 Report and as specified in this Resolution. It is hereby ascertained, determined and declared that the findings, calculations and conclusions in the 2023 Report as applied in this Resolution are sound, fair and reasonable. The findings of special benefit and reasonable apportionment declared in the Ordinance, the Initial Resolution, the Final Resolution and subsequent Preliminary and Annual Resolutions, as amended and established by this Preliminary Resolution and the 2023 Report are hereby affirmed and confirmed.

(C) The Fire Protection Assessments to be imposed for the Fiscal Year commencing October 1, 2023, are hereby established and adopted as follows:

FY2023-24 Fire Protection Assessment Rates

Residential Property Category	Units	Not To Exceed Rates
Single Family Residential	Rate per Dwelling Unit	\$311.26
Multi-Family Residential	Rate per Dwelling Unit	\$292.28
Nonresidential Property Category	Units	Not To Exceed Rates
Commercial	Rate per Square Foot	\$0.1924
Industrial/Warehouse	Rate per Square Foot	\$0.0520
Vacant Land	Rate per Parcel	\$ 61.26

(D) The Fire Protection Assessment imposed on any Assessed Parcel shall be determined as follows:

- (1) Single-Family Residential - For each Single Family Residential Assessed Parcel, the Fire Protection Assessment imposed shall be the applicable rate shown in subsection (C) above multiplied by the total number of single-family dwelling units on the parcel;
- (2) Multi-Family Residential - For each Multi-Family Residential Parcel, the Fire Protection Assessment imposed shall be the applicable rate shown in subsection (C) above multiplied by the total number of multi-family dwelling units on the parcel;
- (3) Non-Residential Property – Except for Recreational Vehicle Park property, the Fire Protection Assessment imposed for each Building of Non-Residential use shall be the applicable rate by Non-Residential rate category shown in subsection (C) above multiplied by the number of square feet of that Building. If multiple buildings are located on a parcel, this calculation shall be performed for each Building, and the total Fire Protection Assessment for that parcel shall be the sum of the total calculated for all Buildings;
- (4) Recreational Vehicle Park Property – Notwithstanding the procedure in subsection (D)(3) of this section for Non-Residential Property, the Fire Protection Assessment for each Tax Parcel of Recreational Vehicle Park property shall

be computed as follows: (i) aggregate the amount of square footage for each Tax Parcel of Recreational Vehicle Park with recreational vehicle park spaces as reported to the Department of Health at 1,200 square feet each, with mobile home spaces as reported to the Department of Health at 2,400 square feet each, and with tent spaces as reported to the Department of Health at 500 square feet each; and (ii) assign the respective square foot rate of the Fire Protection Assessments shown in subsection (C) above for Commercial Property to the aggregated square footage of Recreational Vehicle Park property as calculated in subsection (4)(i) of this section.

(5) Vacant Property – For each Vacant Tax Parcel, excluding Agricultural Property as defined in Resolution No. 2017-065, the Fire Protection Assessments shall be equal to the rate shown in subsection (C) above for Vacant Property imposed on each Tax Parcel.

(6) Mixed Use Property – The Fire Protection Assessments for each Tax Parcel classified in two or more Property Use Categories shall be the sum of the Fire Protection Assessments computed for each Property Use Category.

(E) Governmental and Institutional – No Fire Rescue Assessments shall be imposed on the Ad Valorem Tax Bill upon a parcel of Government Property or upon Buildings located upon parcels of Institutional Property whose Building use is wholly exempt from ad valorem taxation under Florida law. Any shortfall in the expected Fire Protection Assessment proceeds due to any reduction or exemption from payment of the Fire Protection Assessments required by law or authorized by the City Council shall be supplemented by any legally available funds, or combination of such funds, and shall not be paid for by proceeds or funds derived from the Fire Protection Assessments.

(F) The provisions for Indigency Relief, Section 9 of Resolution No. 2008-058, and Extraordinary Vacancy Adjustment for Recreational Vehicle Parks, Section 10 of Resolution No. 2008-058, are hereby affirmed and ratified. The naming of the Columbia County Tax Collector as the City Manager’s designee related to administration of Indigency Relief in Resolution No. 2021-129 is hereby reaffirmed.

SECTION 5. PRELIMINARY ASSESSMENT ROLL.

(A) The City Manager is hereby directed to prepare, or cause to be prepared, an updated Assessment Roll for the Fiscal Year commencing October 1, 2023, in the manner provided in the Ordinance and this Resolution. The updated Assessment Roll shall include all Tax

Parcels within the Property Use Categories. The City Manager shall apportion the estimated Fire Protection Assessed Cost to be recovered through Fire Protection Assessments in the manner set forth in Resolution No. 2008-058, as modified and confirmed by Preliminary and Annual Resolutions adopted in subsequent years, and as modified and set forth in the 2023 Report, and this Resolution. A copy of this Preliminary Rate Resolution, the Ordinance, the Initial Assessment Resolution, the Final Assessment Resolution, and Preliminary and Annual Resolutions adopted in subsequent years, the 2023 Report, and the updated Preliminary Assessment Roll shall be maintained on file in the office of the City Clerk and open to public inspection. The foregoing shall not be construed to require that the updated Assessment Roll proposed for the Fiscal Year beginning October 1, 2023, be in printed form if the amount of the Fire Protection Assessment for each parcel of property can be determined by the use of a computer terminal available to the public or available to City staff that will provide such information to the public.

(B) The amount any Tax Parcel has due as a delinquency or amount due of the Fire Rescue Assessment imposed in any prior year and remaining unpaid shall be collected along with the applicable Fire Assessment due for that Tax Parcel for Fiscal Year 2023-24.

(C) It is hereby ascertained, determined, and declared that the method of determining the Fire Protection Assessments for fire protection services, as set forth in Resolution Nos. 2002-055 and 2002-075, as amended or confirmed by Preliminary and Annual Resolutions adopted in subsequent years, and as amended or confirmed in the 2023 Report and this Preliminary Resolution, is a fair and reasonable method of apportioning the Fire Protection Assessed Cost among parcels of Assessed Property located within the City.

SECTION 6. AUTHORIZATION OF PUBLIC HEARING. There is hereby established a public hearing to be held at 6:00 p.m., or as soon as possible thereafter, on September 11, 2023, in the City Council Chambers of City Hall, 205 North Marion Avenue, Lake City, Florida, at which time the City Council will receive and consider any comments on the Fire Protection Assessments from the public and affected property owners and consider imposing Fire Protection Assessments for the Fiscal Year beginning October 1, 2023 and collecting such assessments on the same bill as ad valorem taxes; provided, however, that Fire Protection Assessments for Government Property may be collected pursuant to Section 46-130 of the Code of the City of Lake City, Florida. Fire Protection Assessments adopted and imposed by the City after the public hearing shall constitute a lien upon the Assessed Property so assessed equal in rank and dignity with the liens of all state, county, district or municipal taxes and other non-ad valorem assessments. Except as otherwise provided by law, such lien shall be superior in dignity

to all other liens, titles and claims, until paid. The adoption of an Annual Rate Resolution after the public hearing shall be the final adjudication of the issues presented (including, but not limited to, the determination of special benefit and fair apportionment to the Assessed Property, the method of apportionment and assessment, the rate of assessment, the Assessment Roll and the levy and lien of the Fire Protection Assessments), unless proper steps shall be initiated in a court of competent jurisdiction to secure relief within 20 days from the adoption of the Annual Rate Resolution.

SECTION 7. NOTICE BY PUBLICATION. The City Manager shall publish a notice of the public hearing authorized by Section 6 of this Preliminary Rate Resolution in the manner and time provided in Section 46-101 of the Code of the City of Lake City, Florida. The notice shall be in substantially the same form as set forth in Appendix C of Resolution No. 2009-074 with changes as needed to conform to this Resolution. The notice shall be published no later than August 22, 2023.

SECTION 8. NOTICE BY MAIL. The City Manager shall provide notice by first class mail to the Owner of each parcel of Assessed Property in the event circumstances described in Section 46-105 of the Code of the City of Lake City, Florida so require. The notice shall contain the information required by Florida Statutes Section 197.3632 and/or be in substantially the same form as set forth in Appendix D of Resolution No. 2009-074 with changes as needed to conform to this Resolution. Such notices shall be mailed no later than August 22, 2023.

SECTION 9. APPLICATION OF ASSESSMENT PROCEEDS. Proceeds derived by the City from the Fire Protection Assessments shall be used for the provision of fire protection services, facilities, and programs. In the event there is any fund balance remaining at the end of the Fiscal Year, such balance shall be carried forward and used only to fund fire protection services, facilities, and programs.

SECTION 10. CONFLICTS. If any Section, part of Section, paragraph, clause, phrase or word of this Resolution is in conflict with any other provisions of previously adopted Fire Protection Assessment Resolutions, the provisions of this Resolution shall prevail.

[Remainder of this page left blank intentionally.]

SECTION 11. EFFECTIVE DATE. This Preliminary Rate Resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED at a meeting of the City Council this _____ day of August, 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

CITY OF LAKE CITY

FIRE ASSESSMENT UPDATE STUDY

FINAL TECHNICAL REPORT – JULY 27, 2023

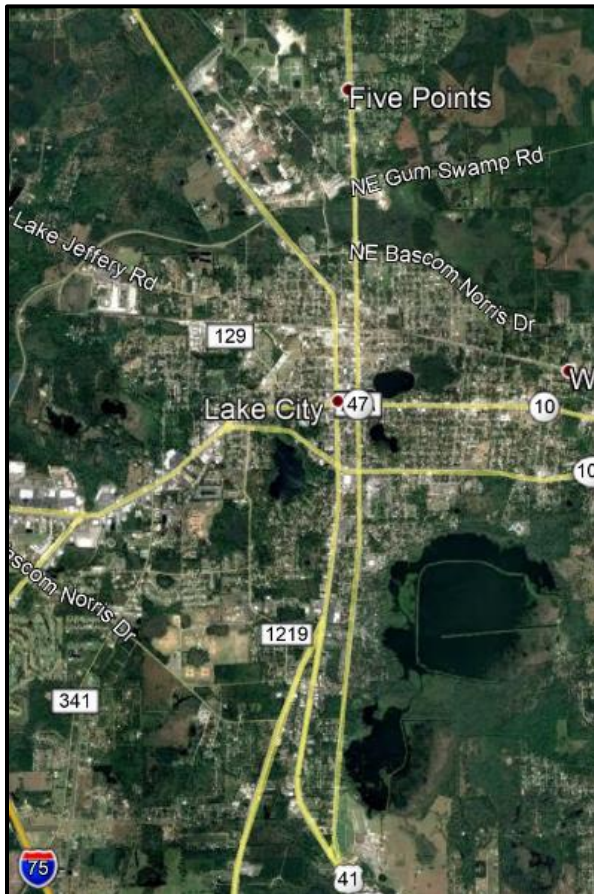
Provided by Benesch



CITY OF LAKE CITY

FIRE ASSESSMENT UPDATE STUDY

Final Technical Report
July 27, 2023



Prepared for:

City of Lake City
205 N. Marion Avenue
Lake City, FL 32055
ph (386) 752-2031

Prepared by:

Benesch
1000 N. Ashley Dr., Suite #400
Tampa FL 33602
ph (813) 224-8862
fax (813) 226-2106
nkamp@benesch.com

CITY OF LAKE CITY

FIRE ASSESSMENT UPDATE STUDY

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Appendices:

Appendix A: Lake City Fire Department Incident Data

Appendix B: Rate Category Classification Tables

I. Introduction

Fire assessments are used to fund the capital and operating costs associated with providing fire protection services to properties within many Florida cities and counties. Lake City's fire protection assessment program was implemented in 2002 and was last updated in 2021. To reflect the most recent data, the City retained Benesch to prepare the technical study supporting an update of the City's fire protection special assessment rate schedule. The purpose of this study is to calculate fire protection assessment rates that are based upon the most current and appropriate available data for providing fire protection services within the city.

II. Service Delivery and Legal Requirements

Fire Department History

The City of Lake City and Columbia County have historically provided combined fire protection services countywide. Prior to 1992, the combined City/County Fire Department consisted of one staffed fire station and seven volunteer fire stations located throughout the county. The second staffed fire station for the combined City/County Fire Department was opened in 1992. In 2002, Lake City adopted a Fire Protection Assessment Ordinance, Ordinance No. 2002-958, and began imposing and collecting non-ad valorem assessments to fund a portion of the costs of the combined City/County Fire Department. In 2006, the City/County Fire Department separated, with the City of Lake City Fire Department (LCFD) serving properties within Lake City and the Columbia County Fire Department (CCFD) serving the remaining areas of the county. Following separation of the combined City/County Fire Department, the LCFD retained the replacement station rebuilt and located within the city limits, while the CCFD retained the station located near the municipal boundary of the city. As part of the dissolution of the combined City/County Fire Department, to ensure that both city and county residents continue to receive a high standard of fire protection services under the new department structure, the LCFD and CCFD entered into an automatic/mutual aid service agreement. Although the automatic aid agreement was terminated in October of 2013, it was re-established in August 2019. Under this “Automatic Aid Agreement, Structure Fire Response” agreement:

The LCFD and CCFD have a mutual aid agreement to provide more effective service.

- The LCFD will respond anywhere outside of the incorporated City limits within five (5) driving miles of the LCFD Station 1 with an Engine Company, including three personnel for both residential structure fires, commercial structure fires and commercial fire alarms.
- The CCFD will respond anywhere inside of the incorporated City limits with the closest available unit. CCFD will send an Engine and a Tanker for residential structure fires, commercial structure fires and commercial fire alarms.

As the city continued to grow over time, the need for an additional station increased. In June of 2023, LCFD Station 2 on the west side of the city became operational to better serve the city.

Insurance Services Office (ISO) Rating

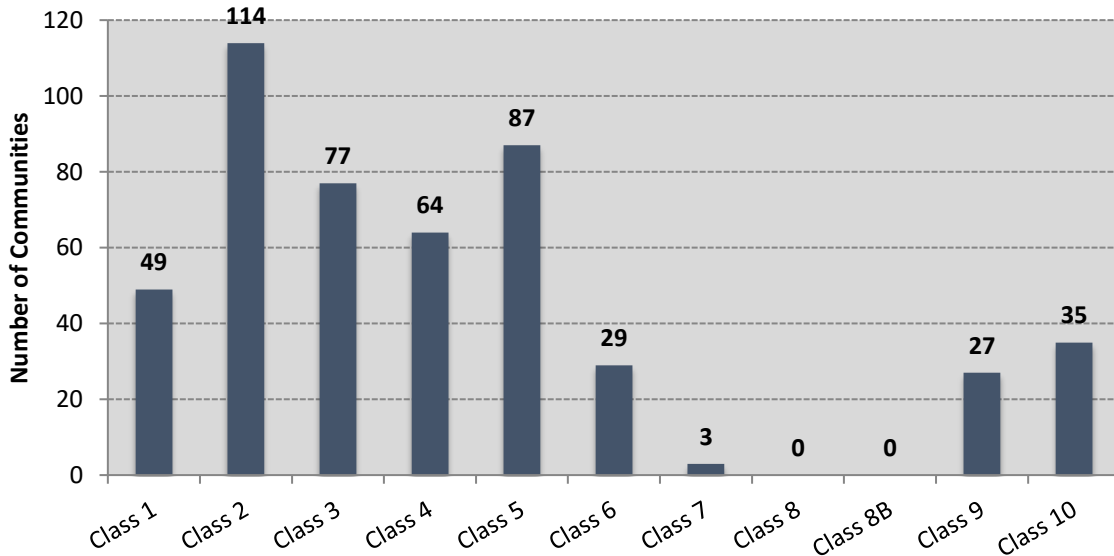
Measurement of a community's fire protection services is provided through the Insurance Services Office (ISO), which collects information on municipal fire protection efforts throughout the United States. Ratings by the ISO are accepted by the insurance industry and by fire departments nationwide as the industry standard for measuring a fire department's capacity and ability to suppress fire incidents. For each community, ISO analyzes relevant data using its Fire Suppression Rating Schedule (FSRS). The three primary areas of data analyzed include 1) fire department fire alarm and communications system, 2) fire department staff and equipment, and 3) water supply system available to the fire department. In turn, the FSRS is used to assign a Public Protection Classification (PPC) from 1 to 10 (commonly referred to as a fire department's "ISO Rating"). An ISO Rating of Class 1 represents excellent public protection, while an ISO Rating of Class 10 indicates that the community's fire-suppression program does not meet ISO's minimum criteria. Participation in the ISO program aims primarily to provide a community with an objective and standard rating system used nationwide that assists fire departments in planning and budgeting for facilities, equipment, and training. In addition, ISO ratings are used by many insurance companies to establish appropriate fire insurance premiums for residential and commercial properties within that community, thus providing a financial incentive for communities that choose to improve their fire protection services. This reduction in insurance premiums for structures and property is a special benefit to property supporting the fire assessments provided in this study.

*The LCFD's
current ISO rating
is Class 4/4X.*

Studies conducted on the impact of ISO ratings on insurance premiums documented that an improvement from Class 10 to Class 7 reduced insurance premiums 30 percent to 40 percent for residential properties. An improvement from Class 10 to Class 6 or better resulted in insurance premium reductions of 15 percent to 20 percent for office buildings.

The LCFD's current ISO rating is Class 4/4X, which places the City in the top 60 percent of communities in Florida. **Figure 1** presents the distribution of ISO Ratings for Florida communities.

**Figure 1
Distribution of ISO Ratings for Florida Communities**



Source: Insurance Services Office; Public Protection Classification

Legal Requirements

There is a substantial body of case law in Florida upholding the authority of local governments to impose special assessments for fire rescue services. See, for example, Fire Dist. No. 1 of Polk County v. Jenkins, 221 So.2d 740 (Fla. 1969); Lake County v. Water Oak Management Corp., 695 So. 2d 667 (Fla. 1997), City of North Lauderdale v. SMM Properties, Inc., 825 So.2d 343 (Fla. 2002), Desiderio Corp. v. City of Boynton Beach, 39 So.3d 487 (4th DCA 2010). The authority of local governments to adopt and impose special assessments for fire rescue services and to develop fair and reasonable assessment apportionment methodologies was recently reaffirmed and unanimously upheld by the Florida Supreme Court in Morris vs. City of Cape Coral, 163 So.3d 1174 (Fla. 2015). This case upheld the City of Cape Coral’s fire assessment program that recognized insurance savings, reduction in financial liability, and enhanced property values were among the special benefits to property received from the Fire Department’s services.

Under Florida case law, the services or improvements funded by the assessment must have a logical relationship with and provide “special benefit” to property, and the assessment methodology must apportion the costs in a fair and reasonable manner. A local government’s legislative determination of special benefit and fair apportionment should be upheld by a court unless the determination is arbitrary and not supported by competent, substantial evidence. Sarasota County v. Sarasota Church of Christ, Inc., 667 So.2d 180, 183 (Fla. 1995) (citing City of Boca Raton v. State, 595 So.2d 25, 30 (Fla. 1992)). In City of North Lauderdale v. SMM Properties,

Inc., 825 So.2d 343 (Fla. 2002), the Florida Supreme Court reaffirmed that traditional fire protection services such as fire suppression, fire prevention, fire/building inspections and first response medical services (BLS) provide special benefit to property but held that advance life support (ALS) and medical transport do not have a logical relationship to property. The City of North Lauderdale decision limits a fire assessment to that portion of the fire department budget that relates to traditional fire services, including first responder services. The use of historical demand for fire protection services, by reviewing calls for service, was upheld as a reasonable and fair basis for apportioning fire protection costs to assessed properties in the City of North Lauderdale case. In Desiderio Corporation, et al. v City of Boynton Beach, et al., 39 So.3d 487 (Fla. 4th DCA 2010), a method of allocating budget costs between fire rescue costs and ALS costs was approved as a fair and reasonable way to identify and remove ALS costs from the calculation of a fire rescue assessment.

The fire protection assessment methodology contained in this report is consistent with the above Florida Supreme Court ruling, as the LCFD does not provide any emergency medical services above the level of first responder. The analysis contained in this report includes only the budget and incident data associated with fire protection services provided by the LCFD.

III. Update of the Fire Protection Assessment Program

There are several components in determining the fire assessment rate schedule:

- Determination of fire funding requirement
- Distribution of fire incidents and resources by property rate category
- Determination of fire protection assessment allocation
- Distribution of units by land use rate category

These components are discussed in further detail below, resulting in the calculated fire assessment rate schedule for Lake City.

Fire Assessment Funding Requirement

The first step in calculating the City's fire assessment rates is to calculate the total fire rescue assessable budget. To accomplish this, the LCFD's FY 2024 requested budget was reviewed, including personnel, operating, and capital outlay expenditures. More specifically, the following adjustments were made:

The LCFD's total assessable budget for FY 2024 is \$3.5 million.

- An analysis of the revenue sources indicated that the Fire Department receives Federal revenues from the Staffing for Adequate Fire and Emergency Response (SAFER) Grant program. This revenue amounts to just over \$234,000 in FY 2024. This and interest earnings are subtracted from the total expenditures line item to obtain total net expenditures.
- The miscellaneous assessment expenditure included in this report is the statutory discount, which represents approximately 4 percent (\$133,809) of total net expenditures and is based on actual collections and the City's direction in previous studies. The statutory discount is added to the total net expenditures line item to obtain the total fire assessment funding requirement, which is shown in Table 1.

As presented in **Table 1**, the LCFD's total assessable budget for FY 2024 is approximately \$3.48 million, which is the basis of the calculated rates in this study. This budget is approximately 40 percent higher than the FY 2022 assessable budget that was used in the 2021 technical study. This increase reflects the additional budget needed for the operations of Station 2 that opened in June of 2023.

Table 1
LCFD Total Assessed Costs (FY 2024 Requested Budget)

Description	FY 2024
<i>Expenditures</i>⁽¹⁾	
Personnel Services	\$2,789,181
Operating	\$576,968
Capital Outlay	\$49,888
Debt Service Transfer	<u>\$165,209</u>
Total Expenditures	\$3,581,246
<i>Revenues</i>⁽²⁾	
SAFER Grant	\$234,510
Interest Earnings	\$1,500
General Fund	<u>\$0</u>
<i>Subtotal - Revenues</i>	<i>\$236,010</i>
Total Net Expenditures ⁽³⁾	\$3,345,236
<i>Miscellaneous Assessment Expenditures</i>	
Statutory Discount ⁽⁴⁾	<u>\$133,809</u>
<i>Subtotal - Misc. Assessment Expenditures</i>	<i>\$133,809</i>
Total Assessable Budget ⁽⁵⁾	\$3,479,045
2021 Study Assessable Budget	\$2,489,461

1) Source: City of Lake City

2) Source: City of Lake City

3) Total expenditures (Item 1) less revenues (Item 2)

4) The City has the legal right to add up to 5% for reimbursement, which includes 4% to offset statutory discounts received for early payment pursuant to the Uniform Assessment Collection Act and 1% reserve for delinquencies and under-collection. Based on historical collection trends and the City's direction in the past, this percentage is reduced to 4% for the purposes of assessed cost calculations.

5) Total net expenditures (Item 3) plus miscellaneous assessment expenditures (Item 4)

Incident Data Distribution by Land Use

The second component in determining the fire assessment rates is the demand for services by land use category. Case law requires that assessment rates should reflect the benefit to the property. This is typically determined based on the use of the Fire Department's services, which can be measured through the historical demand for fire protection services by land use categories.

A review of fire services was completed to quantify the number of incidents and total resources related to each incident by land use. To complete this analysis, the data on all incidents for the past ten years (2013 through 2022), obtained from the National Fire Incident Reporting System (NFIRS) and the Lake City Fire Department, were analyzed. The use of multiple years increases the sample size, resulting in a more stable distribution.

The LCFD responds to a wide variety of incidents, including some that do not require a full response. Consistent with the current adopted methodology, calls that are single alarm, which tend to require response by only one unit of vehicle and generally require little time of effort by personnel, are excluded from the analysis. Calls that require a Multiple Alarm or Special Response are the type of calls considered to be fire and first responder incidents. Multiple Alarm and Special Response calls require response by multiple vehicles fully staffed by fire department personnel and generally require extensive time and effort on scene to provide the fire rescue services expected of the LCFD. These Multiple Alarm and Special Response incidents reflect the need for, and primary cost of, providing for the availability of fire protection services.

As such, it is fair and reasonable to use the incident data related to Multiple Alarm and Special Response incidents to analyze historical demand for fire protection services by each property use or rate category. Incident codes that predominantly consist of Single Alarm responses were identified through the analysis of incident data and were excluded from the historical demand analysis. In addition, there are incidents that cannot be attributed to a specific parcel of property rate category, such as traffic accidents. These non-property specific incidents are excluded from the historical demand analysis. Finally, incidents that occur rarely, but have high impact on the distribution of resources were also excluded. These included two incidents related to chemical spill/leak occurrences in 2017. Given that these are not typical incidents the Fire Department responds to and do not determine the Fire Department's budget, it is fair and reasonable to exclude them.

The City has assessed vacant property since 2008. The response to incidents on vacant property by the LCFD follows the same response protocols as responses to other properties within the City; however, the LCFD is limited in its capability to suppress fires in the interior of vacant parcels due to the type of vehicles used by the department. Fires that the LCFD is unable to suppress within vacant/agricultural parcels generate a response by the County Fire Department as well as the State Division of Forestry. The LCFD will, when possible, suppress fires on vacant property; however, the primary focus of the LCFD is to contain such fires and minimize threats to structures on adjacent parcels. By containing and preventing the spread of such fires, the LCFD benefits adjacent parcels by minimizing or preventing damage. This also benefits the vacant parcel by potentially suppressing fire on the property and also limiting the vacant parcel's exposure to fines and other costs related to fire spreading from the vacant parcel. For these reasons, it is fair and reasonable for vacant property continued to be assessed on a per-parcel basis to offset a portion of the costs allocated to vacant property. It is also fair and reasonable to spread the remaining costs related to vacant properties among the other property rate categories in the city in recognition of the benefit to parcels adjacent to vacant property fire incidents. Consistent with the currently adopted methodology, it is estimated that the benefits from a response to a vacant parcel are approximately 20 percent of the benefits of a response to a residential single family dwelling unit. Therefore, the proposed rate for a vacant parcel is not to exceed 20 percent of the proposed single family residential rate per dwelling unit.

Distributing the fire protection costs based only on the number of incidents does not reflect the full level of resources used by each land use, and therefore the distribution is based on total effort. Total effort takes into consideration the incident duration, vehicle time, and staff time in addition to the frequency. This information is presented in **Table 2**, along with a comparison of the distribution used in the previous study. As shown, the distribution of total resources remained constant in the case of government land use and slightly increased for single family and commercial uses. Multi-family and industrial/warehouse land uses both increased their use of LCFD's resources by almost 10 percent, while the use by institutional/religious/non-profit land uses, vacant land and agricultural land decreased. The City does not collect fire assessments from properties owned by the government and institutional/religious/non-profit organizations. In addition, agricultural land is exempt from the fire assessment.

Table 2
Distribution of Fire Protection Incidents by Land Use Type

Property Rate Category	2013 through 2022 ⁽¹⁾			2021 Report Resource Distribution ⁽³⁾	Percent Change
	Total Incidents ⁽²⁾	Frequency Distribution	Resource Distribution		
Residential					
Single Family	754	31.4%	33.7%	32.7%	3.1%
Multi-Family	339	14.1%	16.8%	15.5%	8.4%
Non-Residential					
Commercial	1,088	45.1%	38.2%	37.0%	3.2%
Industrial/Warehouse	66	2.7%	2.4%	2.2%	9.1%
Government	75	3.1%	3.3%	3.3%	0.0%
Institutional/Religious/Non-Profit	20	0.8%	0.6%	1.8%	-66.7%
Vacant Land	44	1.8%	2.6%	4.7%	-44.7%
Agricultural Land	24	1.0%	2.4%	2.8%	-14.3%
Total	2,410	100.0%	100.0%	100.0%	-

1) Source: Appendix A

2) Excludes “Single Alarm” incidents and any incidents missing duration, personnel, or apparatus data

3) Source: *City of Lake City Fire Assessment Update, July 2021*

Fire Assessment Cost Allocation

The third component in determining the fire protection assessment rates is the allocation of the assessed costs to each property rate category, based on the total fire assessment funding requirement and distribution of total resources. **Table 3** presents the fire rescue assessable budget allocation by land use/rate category. As mentioned previously, the requested FY 2024 budget is 40 percent higher than that used in the previous study due to the addition of Station 2. The remaining fluctuations are due to the changes in resource allocation.

Per State legislation, agricultural land uses are exempt from fire rescue assessments. Florida Statutes Section 170.01 (4) provides that, with limited exceptions, a City may not levy a special assessment for fire protection services on lands classified as agricultural lands under Florida Statutes Section 193.461 unless those lands contain a qualified building. Therefore, the portion of the budget associated with agricultural fire rescue incidents cannot be recovered through the City’s fire rescue assessment and will be excluded in the remainder of this report. Similarly, the City does not assess government or institutional/religious/non-profit properties and will need to supplement the revenue loss through the General Fund.

**Table 3
Fire Protection and First Response Cost Allocation**

Description/Property Rate Category	Distribution of Resources ⁽²⁾	FY 2024 Assessed Costs ⁽³⁾	FY 2022 Assessed Costs ⁽⁴⁾	Percent Change from FY 2022 ⁽⁵⁾
Funding Requirement⁽¹⁾		\$3,479,045	\$2,489,461	39.8%
Residential				
Single Family	33.7%	\$1,172,438	\$831,656	41.0%
Multi-Family	16.8%	\$584,480	\$394,219	48.3%
Non-Residential				
Commercial	38.2%	\$1,328,996	\$940,989	41.2%
Industrial/Warehouse	2.4%	\$83,497	\$55,961	49.2%
Government	3.3%	\$114,808	\$67,234	70.8%
Institutional/Religious/Non-Profit	0.6%	\$20,874	\$83,942	-75.1%
Vacant Land	2.6%	\$90,455	\$45,755	97.7%
Agricultural Land	2.4%	\$83,497	\$69,705	19.8%
Total	100.0%	\$3,479,045	\$2,489,461	39.8%

1) Source: Table 1

2) Source: Table 2

3) Fire assessment funding requirement (Item 1) distributed among each land use based on the distribution of resources (Item 2)

4) Source: *City of Lake City Fire Assessment Update, July 2021*

5) Percent change from FY 2022 assessed costs to FY 2024 (Items 4 and 3)

Land Use Data

The fourth component in determining the fire assessment rates is to allocate the assessed costs to property units (e.g., dwelling units, square footage, or parcels) within each land use category. This was accomplished by utilizing the most recent data from the Columbia County Tax Collector’s Office and the Columbia County Property Appraiser. The Columbia County Property Appraiser is statutorily charged with maintaining and developing the annual tax roll; however, the Columbia County Tax Collector maintains additional information related to properties within Lake City and the unincorporated county. Therefore, to be consistent with the most recent Tax Collector data concerning the City’s fire protection assessment, property data from the Tax Collector is used in this analysis.

The Tax Collector database includes both exempt and non-exempt properties and for the purposes of assessment calculations all units were used. Properties that are tax exempt, such as Institutional (religious and other non-taxable properties) and Governmental properties, have

historically not been billed the City’s fire protection assessment. Because these properties are tax-exempt, there is generally limited and inconsistent data maintained by the Property Appraiser and Tax Collector related to building square footage or specific use of these properties. Given this, it is difficult to determine appropriate fire protection assessment rates for these property rate categories. Given that these government and institutional properties provide facilities, uses and services to the community in general, they serve a legitimate public purpose and provide a public benefit. Therefore, it is fair and reasonable not to impose a fire assessment on these properties. The FY 2024 assessed costs allocated to Governmental and Institutional properties will be funded by the City from legally available, non-assessment funds. The City may, as authorized by Section 3.03 of the Fire Protection Assessment Ordinance, Ordinance No. 2002-958, separately bill governmental properties and reduce the general fund contribution.

Table 4 provides a comparison of current units to the number of units used in the 2021 study, which is the basis for the current adopted rates. Each property within the city on the ad valorem tax roll is assigned to a Department of Revenue (DOR) code, based on assignment by the Columbia County Property Appraiser. Similar to the fire protection incidents, each DOR code has been assigned to a specific property rate category. A list of the rate category assigned to each DOR code is provided in **Appendix B, Table B-2**. It should be noted that not every DOR code included in this table is representative of properties within Lake City; however, each primary DOR code has been classified under a property rate category, thereby accommodating any types of future development not currently in the city that may be approved in the future.

**Table 4
Distribution of Property Units by Rate Category**

Property Rate Category	Unit	Total Number of Units ⁽¹⁾	2021 Report Units ⁽²⁾	Percent Change ⁽³⁾
Residential				
Single Family	dwelling unit	3,319	3,300	0.58%
Multi-Family	dwelling unit	1,762	1,734	1.61%
Non-Residential				
Commercial	square feet	6,087,861	6,013,432	1.24%
Industrial/Warehouse	square feet	1,414,993	1,393,533	1.54%
Vacant Land	parcel	1,301	1,334	-2.47%

1) Source: Columbia County Tax Collector Database, July 2023
 2) Source: *City of Lake City Fire Assessment Update, July 2021*
 3) Percent change between 2021 units (Item 2) and the current units (Item 1)

Calculated Fire Assessment Schedule

Once the number of units was determined, allocated cost for each land use was divided by the associated units to determine the base assessment rate.

As shown, the calculated rate for vacant land is just under 20 percent of the rate for single family dwelling unit. This is consistent with the current adopted rate structure, where the assessment per parcel for vacant land is capped at 20 percent of the single family rate per dwelling unit.

As mentioned previously, the City will not charge agricultural land. More specifically, Section 170.01(4) provides that a local government may not levy a special assessment for fire protection services on lands classified as agricultural lands under FS 193.461 unless those lands contain a residential dwelling unit or a qualified non-residential building.

**Table 5
Calculated Assessment Rates**

Property Rate Category	Unit	Fire Assessment Allocation ⁽¹⁾	Number of Units ⁽²⁾	Calculated Rate per Unit ⁽³⁾
Residential				
Single Family	dwelling unit	\$1,172,438	3,319	\$353.25
Multi-Family	dwelling unit	\$584,480	1,762	\$331.71
Non-Residential				
Commercial	square feet	\$1,328,996	6,087,861	\$0.2183
Industrial/Warehouse	square feet	\$83,497	1,414,993	\$0.0590
Vacant Land	parcel	\$90,455	1,301	\$69.53
Government	square feet	\$114,808	n/a	n/a
Institutional/Religious/Non-Profit	square feet	\$20,874	n/a	n/a

1) Source: Table 3

2) Source: Table 4

3) Fire assessment allocation (Item 1) divided by the number of units (Item 2)

Table 6 provides a comparison of the calculated assessment rates and current adopted rates.

Table 6
Comparison of Calculated FY 2022 Assessment Rates to the Current Adopted Rates

Property Rate Category	Unit	Calculated Rate per Unit ⁽¹⁾	Current Adopted Rate ⁽²⁾	Percent Change ⁽³⁾
Residential				
Single Family	dwelling unit	\$353.25	\$252.02	40.2%
Multi-Family	dwelling unit	\$331.71	\$227.35	45.9%
Non-Residential				
Commercial	square feet	\$0.2183	\$0.1565	39.5%
Industrial/Warehouse	square feet	\$0.0590	\$0.0402	46.8%
Vacant Land	parcel	\$69.53	\$50.40	38.0%

1) Source: Table 5

2) Source: City of Lake City

3) Percent change between current adopted rate (Item 2) and the 2023 calculated rate per unit (Item 1)

Revenue Estimates

Of the requested assessable budget of \$3.5 million shown in Table 1, it is estimated that the City will receive approximately \$2.9 million to \$3.2 million. This difference is due to exempt properties that were discussed previously, reductions provided for the City’s indigent program and low occupancy rate at RV Parks, as well as early payments. This revenue loss will need to be funded from the General Fund.

Appendix A
Lake City Fire Department Incident Data

Appendix A

This appendix documents the incident data analysis conducted as part of the technical study. Incidents over the past ten years were analyzed to estimate demand from different land uses for fire rescue services. As discussed previously, single alarm incidents were excluded from the analysis. **Tables A-1 through A-4** present this analysis.

**Table A-1
Distribution of Incidents by Land Use**

Incident Type	2013		2014		2015		2016		2017		2018		2019		2020		2021		2022		Average % Distribution (2013-2022)
	Number of Incidents	Percent Distribution	Number of Incidents	Percent Distribution	Number of Incidents	Percent Distribution	Number of Incidents	Percent Distribution	Number of Incidents	Percent Distribution	Number of Incidents	Percent Distribution	Number of Incidents	Percent Distribution	Number of Incidents	Percent Distribution	Number of Incidents	Percent Distribution	Number of Incidents	Percent Distribution	
Single Family	69	31.1%	85	30.5%	79	27.4%	100	29.8%	88	28.9%	88	30.2%	72	31.3%	85	35.0%	55	40.7%	33	40.7%	31.4%
Multi-Family	37	16.7%	33	11.8%	35	12.2%	61	18.2%	45	14.8%	39	13.4%	39	17.0%	27	11.1%	17	12.6%	6	7.4%	14.1%
Commercial	95	42.8%	128	45.9%	149	51.7%	135	40.2%	148	48.5%	139	47.8%	101	43.9%	111	45.7%	47	34.8%	35	43.2%	45.1%
Industrial/Warehouse	4	1.8%	5	1.8%	7	2.4%	11	3.3%	6	2.0%	8	2.7%	8	3.5%	12	4.9%	5	3.7%	0	0.0%	2.7%
Government	5	2.3%	13	4.7%	15	5.2%	20	6.0%	6	2.0%	5	1.7%	4	1.7%	2	0.8%	3	2.2%	2	2.5%	3.1%
Inst./Religious/Non-Profit	3	1.4%	2	0.7%	1	0.3%	3	0.9%	3	1.0%	2	0.7%	1	0.4%	3	1.2%	0	0.0%	2	2.5%	0.8%
Vacant Land	6	2.7%	9	3.2%	1	0.3%	5	1.5%	3	1.0%	7	2.4%	3	1.3%	3	1.2%	5	3.7%	2	2.5%	1.8%
Agricultural	3	1.4%	4	1.4%	1	0.3%	1	0.3%	6	2.0%	3	1.0%	2	0.9%	0	0.0%	3	2.2%	1	1.2%	1.0%
Total	222	100.0%	279	100.0%	288	100.0%	336	100.0%	305	100.0%	291	100.0%	230	100.0%	243	100.0%	135	100.0%	81	100.0%	100.0%
Total NFIRS Incidents:⁽¹⁾	276		347		356		389		366		320		257		262		224		150		295
% w/Land Use Tag⁽²⁾	80.4%		80.4%		80.9%		86.4%		83.3%		90.9%		89.5%		92.7%		60.3%		54.0%		81.8%

Source: NFIRS Database (2013-2020) and Lake City Fire Department (2021-2022), excluding single alarm incidents and incidents with missing duration, personnel, and/or apparatus data

**Table A-2
Distribution of Staff Time by Land Use**

Incident Type	2013		2014		2015		2016		2017		2018		2019		2020		2021		2022		Average % Distribution (2013-2022)
	Staff Time	Percent Distribution	Staff Time	Percent Distribution	Staff Time	Percent Distribution	Staff Time	Percent Distribution	Staff Time	Percent Distribution	Staff Time	Percent Distribution	Staff Time	Percent Distribution	Staff Time	Percent Distribution	Staff Time	Percent Distribution	Staff Time	Percent Distribution	
Single Family	171	36.1%	148	28.3%	162	31.0%	174	29.7%	213	34.2%	185	32.0%	158	33.7%	191	39.3%	126	41.6%	93	58.1%	34.3%
Multi-Family	85	17.9%	73	14.0%	107	20.5%	128	21.8%	78	12.5%	89	15.4%	84	17.9%	88	18.1%	47	15.5%	10	6.3%	16.7%
Commercial	162	34.2%	244	46.7%	216	41.3%	192	32.8%	256	41.2%	215	37.2%	176	37.5%	183	37.7%	113	37.3%	37	23.1%	38.0%
Industrial/Warehouse	10	2.1%	10	1.9%	10	1.9%	13	2.2%	12	1.9%	8	1.4%	26	5.5%	17	3.5%	7	2.3%	0	0.0%	2.4%
Government	24	5.1%	22	4.2%	25	4.8%	47	8.0%	12	1.9%	5	0.9%	10	2.1%	1	0.2%	2	0.7%	2	1.3%	3.2%
Inst./Religious/Non-Profit	5	1.1%	5	1.0%	1	0.2%	8	1.4%	3	0.5%	3	0.5%	0	0.0%	3	0.6%	0	0.0%	1	0.6%	0.6%
Vacant Land	11	2.3%	11	2.1%	1	0.2%	22	3.8%	6	1.0%	47	8.1%	9	1.9%	3	0.6%	5	1.7%	3	1.9%	2.5%
Agricultural	6	1.3%	10	1.9%	1	0.2%	2	0.3%	42	6.8%	26	4.5%	6	1.3%	0	0.0%	3	1.0%	14	8.8%	2.3%
Total	474	100.0%	523	100.0%	523	100.0%	586	100.0%	622	100.0%	578	100.0%	469	100.0%	486	100.0%	303	100.0%	160	100.0%	100.0%

Source: NFIRS Database (2013-2020) and Lake City Fire Department (2021-2022), excluding single alarm incidents and incidents with missing duration, personnel, and/or apparatus data

Note: Staff time by land use is calculated by multiplying the average duration of incidents by the average number of staff at each incident

**Table A-3
Distribution of Vehicle Time by Land Use**

Incident Type	2013		2014		2015		2016		2017		2018		2019		2020		2021		2022		Average % Distribution (2013-2022)
	Vehicle Time	Percent Distribution	Vehicle Time	Percent Distribution	Vehicle Time	Percent Distribution	Vehicle Time	Percent Distribution	Vehicle Time	Percent Distribution	Vehicle Time	Percent Distribution	Vehicle Time	Percent Distribution	Vehicle Time	Percent Distribution	Vehicle Time	Percent Distribution	Vehicle Time	Percent Distribution	
Single Family	93	33.1%	95	28.4%	102	30.9%	98	27.7%	103	32.0%	84	29.2%	72	32.0%	98	39.8%	67	40.1%	51	56.0%	32.6%
Multi-Family	53	18.9%	47	14.1%	68	20.6%	79	22.3%	40	12.4%	41	14.2%	41	18.2%	44	17.9%	29	17.4%	5	5.5%	16.9%
Commercial	101	35.9%	153	45.8%	136	41.2%	116	32.8%	136	42.2%	113	39.2%	85	37.8%	92	37.4%	61	36.5%	22	24.2%	38.5%
Industrial/Warehouse	6	2.1%	6	1.8%	6	1.8%	8	2.3%	6	1.9%	4	1.4%	14	6.2%	8	3.3%	4	2.4%	0	0.0%	2.4%
Government	14	5.0%	16	4.8%	15	4.5%	30	8.5%	6	1.9%	3	1.0%	6	2.7%	1	0.4%	1	0.6%	2	2.2%	3.6%
Inst./Religious/Non-Profit	3	1.1%	4	1.2%	1	0.3%	5	1.4%	1	0.3%	2	0.7%	0	0.0%	1	0.4%	0	0.0%	1	1.1%	0.7%
Vacant Land	7	2.5%	7	2.1%	1	0.3%	16	4.5%	4	1.2%	24	8.3%	5	2.2%	2	0.8%	3	1.8%	2	2.2%	2.7%
Agricultural	4	1.4%	6	1.8%	1	0.3%	2	0.6%	26	8.1%	17	5.9%	2	0.9%	0	0.0%	2	1.2%	8	8.8%	2.6%
Total	281	100.0%	334	100.0%	330	100.0%	354	100.0%	322	100.0%	288	100.0%	225	100.0%	246	100.0%	167	100.0%	91	100.0%	100.0%

Source: NFIRS Database (2013-2020) and Lake City Fire Department (2021-2022), excluding single alarm incidents and incidents with missing duration, personnel, and/or apparatus data

Note: Vehicle time by land use is calculated by multiplying the average duration of incidents by the average number of vehicles at each incident

**Table A-4
Distribution of Total Resources by Land Use**

Incident Type	2013		2014		2015		2016		2017		2018		2019		2020		2021		2022		Average % Distribution (2013-2022)
	Total Resources	Percent Distribution	Total Resources	Percent Distribution	Total Resources	Percent Distribution	Total Resources	Percent Distribution	Total Resources	Percent Distribution	Total Resources	Percent Distribution	Total Resources	Percent Distribution	Total Resources	Percent Distribution	Total Resources	Percent Distribution	Total Resources	Percent Distribution	
Single Family	264	35.0%	243	28.4%	264	30.9%	272	28.9%	316	33.5%	269	31.1%	230	33.1%	289	39.5%	193	41.1%	144	57.4%	33.7%
Multi-Family	138	18.3%	120	14.0%	175	20.5%	207	22.0%	118	12.5%	130	15.0%	125	18.0%	132	18.0%	76	16.2%	15	6.0%	16.8%
Commercial	263	34.8%	397	46.3%	352	41.3%	308	32.8%	392	41.5%	328	37.9%	261	37.6%	275	37.6%	174	37.0%	59	23.5%	38.2%
Industrial/Warehouse	16	2.1%	16	1.9%	16	1.9%	21	2.2%	18	1.9%	12	1.4%	40	5.8%	25	3.4%	11	2.3%	0	0.0%	2.4%
Government	38	5.0%	38	4.4%	40	4.7%	77	8.2%	18	1.9%	8	0.9%	16	2.3%	2	0.3%	3	0.6%	4	1.6%	3.3%
Inst./Religious/Non-Profit	8	1.1%	9	1.1%	2	0.2%	13	1.4%	4	0.4%	5	0.6%	0	0.0%	4	0.5%	0	0.0%	2	0.8%	0.6%
Vacant Land	18	2.4%	18	2.1%	2	0.2%	38	4.0%	10	1.1%	71	8.2%	14	2.0%	5	0.7%	8	1.7%	5	2.0%	2.6%
Agricultural	10	1.3%	16	1.9%	2	0.2%	4	0.4%	68	7.2%	43	5.0%	8	1.2%	0	0.0%	5	1.1%	22	8.8%	2.4%
Total	755	100.0%	857	100.0%	853	100.0%	940	100.0%	944	100.0%	866	100.0%	694	100.0%	732	100.0%	470	100.0%	251	100.0%	100.0%

Source: NFIRS Database (2013-2020) and Lake City Fire Department (2021-2022), excluding single alarm incidents and incidents with missing duration, personnel, and/or apparatus data

Note: Total resources are calculated as the sum of total staff time and total vehicle time

Appendix B

Rate Category Classification Tables

Appendix B

This appendix documents the grouping of NFIRS land uses into five categories that are on the City’s assessment schedule, as shown in **Table B-1**. In addition, **Table B-2** presents the Department of Revenue (DOR) codes for primary land use categories based on the classifications used by the Columbia County Tax Collector.

**Table B-1
NFIRS Fire Incident Property Codes**

NFIRS	Main Category	Description	Subgrouping
000	Property Use Other	Other	n/a
00	Other	Other	n/a
0	Vacant	Other	Vacant Land
100	Assembly	Assembly, other	Commercial
110	Assembly	Fixed-use recreation places, other	Commercial
111	Assembly	Bowling establishment	Commercial
112	Assembly	Billiard center, pool hall	Commercial
113	Assembly	Electronic amusement center	Commercial
114	Assembly	Ice rink: indoor, outdoor	Commercial
115	Assembly	Roller rink: indoor or outdoor	Commercial
116	Assembly	Swimming facility	Commercial
120	Assembly	Variable-use amusement, recreation places, other	Commercial
121	Assembly	Ballroom, gymnasium	Commercial
122	Assembly	Convention center, exhibition hall	Commercial
123	Assembly	Stadium, arena	Commercial
124	Assembly	Playground	Government
129	Assembly	Amusement center, indoor/outdoor	Commercial
130	Assembly	Places of worship, funeral parlors, other	Institutional/Religious/Non-Profit
131	Assembly	Church, mosque, synagogue, temple, chapel	Institutional/Religious/Non-Profit
134	Assembly	Funeral parlor	Commercial
140	Assembly	Clubs, other	Commercial
141	Assembly	Athletic/health club	Commercial
142	Assembly	Clubhouse	Commercial
143	Assembly	Yacht club	Commercial
144	Assembly	Casino, gambling clubs	Commercial
150	Assembly	Public or government, other	Government
151	Assembly	Library	Government
152	Assembly	Museum	Commercial
154	Assembly	Memorial structure, including monuments and statues	Vacant Land
155	Assembly	Courthouse	Government
160	Assembly	Eating, drinking places, other	Commercial
161	Assembly	Restaurant or cafeteria	Commercial
162	Assembly	Bar or nightclub	Commercial
171	Assembly	Airport passenger terminal	Commercial
173	Assembly	Bus station	Commercial
174	Assembly	Rapid Transit	Commercial
180	Assembly	Studio/theater, other	Commercial
181	Assembly	Live performance theater	Commercial
182	Assembly	Auditorium, concert hall	Commercial
183	Assembly	Movie theater	Commercial
185	Assembly	Radio TV Studio	Commercial
186	Assembly	Film/movie production studio	Commercial
200	Educational	Educational, other	Commercial
210	Educational	Schools, non-adult, other	Commercial
211	Educational	Preschool	Commercial
213	Educational	Elementary school, including kindergarten	Government
215	Educational	High school/junior high school/middle school	Government
240	Educational	None	n/a
241	Educational	Adult education center, college classroom	Government
250	Educational	Day care, other (conversion only)	Institutional/Religious/Non-Profit
254	Educational	Day care, in commercial property	Commercial
255	Educational	Day care, in residence, licensed	Single Family
256	Educational	Day care, in residence, unlicensed	Single Family
300	Health Care, Detention & Correction	Health care, detention, & correction, other	Government
311	Health Care, Detention & Correction	24-hour care nursing homes, 4 or more persons	Commercial
321	Health Care, Detention & Correction	Mental retardation/development disability facility	Commercial
322	Health Care, Detention & Correction	Alcohol or substance abuse recovery center	Commercial
323	Health Care, Detention & Correction	Asylum, mental institution	Commercial
331	Health Care, Detention & Correction	Hospital - medical or psychiatric	Commercial
332	Health Care, Detention & Correction	Hospices	Commercial
340	Health Care, Detention & Correction	Clinics, doctors offices, hemodialysis ctr, other	Commercial
341	Health Care, Detention & Correction	Clinic, clinic-type infirmary	Commercial
342	Health Care, Detention & Correction	Doctor, dentist or oral surgeon office	Commercial
343	Health Care, Detention & Correction	Hemodialysis unit	Commercial
361	Health Care, Detention & Correction	Jail, prison (not juvenile)	Government
363	Health Care, Detention & Correction	Reformatory, juvenile detention center	Government
365	Health Care, Detention & Correction	Police station	Government
400	Residential	Residential, other	Single Family
419	Residential	1 or 2 family dwelling	Single Family
429	Residential	Multifamily dwelling	Multi-Family
439	Residential	Boarding/rooming house, residential hotels	Commercial
449	Residential	Hotel/motel, commercial	Commercial
459	Residential	Residential board and care	Commercial
460	Residential	Dormitory-type residence, other	Commercial
462	Residential	Sorority & Fraternity House	Commercial
464	Residential	Barracks, dormitory	Commercial
500	Mercantile, Business	Mercantile, business, other	Commercial
509	Mercantile, Business	None	Commercial
511	Mercantile, Business	Convenience store	Commercial
519	Mercantile, Business	Food and beverage sales, grocery store	Commercial
529	Mercantile, Business	Textile, wearing apparel sales	Commercial
539	Mercantile, Business	Household goods, sales, repairs	Commercial
549	Mercantile, Business	Special shop	Commercial
557	Mercantile, Business	Personal service, including barber and beauty shops	Commercial
559	Mercantile, Business	Recreational, hobby, home repair sales, pet store	Commercial
564	Mercantile, Business	Laundry, dry cleaning	Commercial

Table B-1 (continued)
NFIRS Fire Incident Property Codes

NFIRS	Main Category	Description	Subgrouping
569	Mercantile, Business	Professional supplies, services	Commercial
571	Mercantile, Business	Service station, gas station	Commercial
579	Mercantile, Business	Motor vehicle or boat sales, services, repair	Commercial
580	Mercantile, Business	General retail, other	Commercial
581	Mercantile, Business	Department or discount store	Commercial
592	Mercantile, Business	Bank	Commercial
593	Mercantile, Business	Office: veterinary or research	Commercial
596	Mercantile, Business	Post office or mailing firms	Commercial
599	Mercantile, Business	Business office	Commercial
600	Industrial, Utility, Defense, Ag, Mining	Ind., utility, defence, agriculture, mining, other	Industrial/Warehouse
610	Industrial, Utility, Defense, Ag, Mining	Energy production plant, other	Industrial/Warehouse
614	Industrial, Utility, Defense, Ag, Mining	Steam or heat-generating plant	Industrial/Warehouse
615	Industrial, Utility, Defense, Ag, Mining	Electric-generating plant	Industrial/Warehouse
629	Industrial, Utility, Defense, Ag, Mining	Laboratory or science laboratory	Commercial
631	Industrial, Utility, Defense, Ag, Mining	Defense, military installation	Government
632	Industrial, Utility, Defense, Ag, Mining	None	Industrial/Warehouse
635	Industrial, Utility, Defense, Ag, Mining	Computer center	Commercial
639	Industrial, Utility, Defense, Ag, Mining	Communications center	Commercial
640	Industrial, Utility, Defense, Ag, Mining	Utility or distribution system, other	Industrial/Warehouse
642	Industrial, Utility, Defense, Ag, Mining	Electrical distribution	Industrial/Warehouse
644	Industrial, Utility, Defense, Ag, Mining	Gas distribution, gas pipeline	Industrial/Warehouse
645	Industrial, Utility, Defense, Ag, Mining	Flammable liquid distribution, F.L. Pipeline	Industrial/Warehouse
647	Industrial, Utility, Defense, Ag, Mining	Water utility	Industrial/Warehouse
648	Industrial, Utility, Defense, Ag, Mining	Sanitation utility	Industrial/Warehouse
655	Industrial, Utility, Defense, Ag, Mining	Crops or orchard	Agricultural Land
659	Industrial, Utility, Defense, Ag, Mining	Livestock production	Agricultural Land
669	Industrial, Utility, Defense, Ag, Mining	Forest, timberland, woodland	Agricultural Land
679	Industrial, Utility, Defense, Ag, Mining	Mine, quarry	Industrial/Warehouse
700	Manufacturing, Processing	Manufacturing, processing	Industrial/Warehouse
800	Storage	Storage, other	Industrial/Warehouse
807	Storage	Outside material storage area	Industrial/Warehouse
808	Storage	Outbuilding or shed	Industrial/Warehouse
816	Storage	Grain elevator, silo	Industrial/Warehouse
819	Storage	Livestock, poultry storage	Industrial/Warehouse
839	Storage	Refridgerated storage	Industrial/Warehouse
849	Storage	Outside storage tank	Industrial/Warehouse
880	Storage	Vehicle storage, other	Commercial
881	Storage	Parking garage (Detached residential garage)	Commercial
882	Storage	Parking garage, general vehicle	Commercial
888	Storage	Fire station	Government
891	Storage	Warehouse	Industrial/Warehouse
898	Storage	Dock, marina, pier, wharf	Commercial
899	Storage	Residential or self-storage units	Commercial
900	Outside or Special Property	Outside or special property, other	Industrial/Warehouse
919	Outside or Special Property	Dump, sanitary landfill	Industrial/Warehouse
921	Outside or Special Property	Bridge, trestle	n/a
922	Outside or Special Property	Tunnel	n/a
926	Outside or Special Property	Outbuilding, protective shelter	Industrial/Warehouse
931	Outside or Special Property	Open land or field	Agricultural Land
935	Outside or Special Property	Campsite with utilities	Commercial
936	Outside or Special Property	Vacant lot	Agricultural Land
937	Outside or Special Property	Beach	n/a
938	Outside or Special Property	Graded and cared-for plots of land	Commercial
940	Outside or Special Property	Water area, other	n/a
941	Outside or Special Property	Open ocean, sea or tidal waters	n/a
946	Outside or Special Property	Lake, river, stream	n/a
951	Outside or Special Property	Railroad right-of-way	n/a
952	Outside or Special Property	Railroad yard	Vacant Land
960	Outside or Special Property	Street, other	n/a
961	Outside or Special Property	Highway or divided highway	n/a
962	Outside or Special Property	Residential street, road or residential driveway	n/a
963	Outside or Special Property	Street or road in commercial area	n/a
965	Outside or Special Property	Vehicle parking area	Vacant Land
972	Outside or Special Property	Aircraft runway	Vacant Land
973	Outside or Special Property	Aircraft taxiway	Vacant Land
974	Outside or Special Property	Aircraft loading area	Vacant Land
981	Outside or Special Property	Construction site	Vacant Land
982	Outside or Special Property	Oil or gas field	Vacant Land
983	Outside or Special Property	Pipeline, power line or other utility right-of-way	Vacant Land
984	Outside or Special Property	Industrial plant yard - area	Industrial/Warehouse
1500	Assembly	Public or Government, other	Institutional/Religious/Non-Profit
1501	Assembly	Public or Government, other	Institutional/Religious/Non-Profit
3230	Health Care, Detention & Correction	Asylum, mental institution	Institutional/Religious/Non-Profit
3231	Health Care, Detention & Correction	Asylum, mental institution	Institutional/Religious/Non-Profit
9600	Outside or Special Property	Street, other	n/a
9601	Outside or Special Property	Street, other	n/a
400M	Residential	Residential, other	Single Family
400R	Residential	Residential, other	Single Family
400V	Residential	Residential, other	Single Family
419M	Residential	1 or 2 family dwelling	Single Family
NNN	Outside or Special Property	None	n/a
UUU	Outside or Special Property	Undetermined	n/a

**Table B-2
Department of Revenue Property Codes**

DOR Code	Description	Fire Assessment Rate Category
0	Vacant	Vacant
100	Single Family Residential	Single Family
101	Single Family Res/SFR	Single Family
102	Single Family Res/MH	Single Family
107	Single Family Res/ACLF	Single Family
108	Single Family Res/Rent	Single Family
109	Single Family Res/Boarding House	Single Family
110	Single Family Res/Comm	Single Family
111	Single Family Res/Store	Single Family
117	Single Family Res/Office	Single Family
121	Single Family Res/Rest	Single Family
128	Single Family Residential/MH	Single Family
148	Single Family Res/Warehouse	Single Family
172	Single Family Res/Day Care	Single Family
200	Mobile Home	Single Family
201	Modular Home	Single Family
202	Mobile Home/MH	Single Family
217	Mobile Home/Office	Single Family
226	Mobile Home/Shop	Single Family
300	Multi-Family (10+ units)	Multi-Family
400	Townhouse/Condo	Multi-Family
700	Other Residential	Vacant
800	Multi-Family (1-10 units)	Multi-Family
801	Multi-Family/SFR	Multi-Family
802	Multi-Family/MH	Multi-Family
900	Res Common	Vacant
1000	Vacant Commercial	Vacant
1001	Other Commercial	Vacant
1010	Commercial, Acreage	Commercial
1100	Stores, 1	Commercial
1101	Stores/SFR	Commercial
1102	Stores/MH	Commercial
1111	Stores/Flea Market	Commercial
1117	Stores/Office	Commercial
1126	Convenience Store	Commercial
1200	Stores/Office	Commercial
1300	Department Stores	Commercial
1400	Supermarket	Commercial
1500	Regional Shopping	Commercial
1600	Community Store	Commercial
1700	Office Building	Commercial
1703	Office/Multi Family	Commercial
1800	Multi Story Office	Commercial
1900	Profession	Commercial
2000	Transit Terminals	Commercial
2100	Restaurant	Commercial
2200	Drive-In Restaurant	Commercial
2300	Financial	Commercial
2387	Financial Building/State	Commercial
2400	Insurance	Commercial
2500	Repair Service	Commercial
2501	Repair Service/SFR	Commercial
2502	Repair Service/MH	Commercial
2503	Boat Repair	Commercial
2525	Beauty Parlor	Commercial
2600	Service Station	Commercial
2601	Fuel Island	Commercial
2664	Car Wash	Commercial
2700	Vehicle Sales/Repair	Commercial
2702	Vehicle Sales/Repair & MH	Commercial
2710	Farm Machinery Sales/Svc	Commercial
2728	Vehicle Sales/Repair & MH Park	Commercial
2800	Parking Lot	Vacant
2801	Mobile Home Park	Single Family
2802	Mobile Home Park	Single Family
2828	Mobile Home Sales	Commercial
2900	Wholesale	Commercial
3000	Florist	Commercial
3200	Theatre/Auditorium	Commercial
3300	Nightclub	Commercial
3400	Bowling Alley	Commercial
3435	Gym/Fitness	Commercial
3437	Skating Park	Commercial

Table B-2 (continued)
Department of Revenue Property Codes

DOR Code	Description	Fire Assessment Rate Category
3500	Tourist Attraction	Commercial
3600	RV Park	Commercial
3601	RV Park	Commercial
3611	Campground	Commercial
3700	Race Track	Commercial
3800	Golf Course	Commercial
3900	Hotels/Motel	Commercial
3901	Hotel/Motel/SFR	Commercial
4000	Vacant Industrial	Vacant
4100	Light Manufacturing	Industrial/Warehouse
4200	Heavy Manufacturing	Industrial/Warehouse
4300	Lumber Yard	Industrial/Warehouse
4400	Packing Plant	Industrial/Warehouse
4600	Other Food	Industrial/Warehouse
4700	Mineral Processing	Industrial/Warehouse
4800	Warehouse/Storage	Industrial/Warehouse
4801	Warehouse/Storage	Industrial/Warehouse
4810	Distribution Warehouse	Industrial/Warehouse
4817	Storage	Industrial/Warehouse
4845	Warehouse/Recycle	Industrial/Warehouse
4849	Barn	Industrial/Warehouse
4900	Open Storage	Industrial/Warehouse
5000	Improved Agr	Agricultural
5010	Improved Agr/Commercial	Agricultural
5011	Improved Agr/Store	Agricultural
5017	Improved Agr/Office	Agricultural
5020	Improved Agr/Barn	Agricultural
5028	Improved Agr/MH/Parking	Agricultural
5048	Improved Agr/Warehouse	Agricultural
5200	Cropland	Agricultural
5400	Timberland (90+)	Agricultural
5500	Timberland (80-89)	Agricultural
5600	Timberland (70-79)	Agricultural
5610	Timberland/Commercial	Agricultural
5700	Timberland (60-69)	Agricultural
5800	Timberland (50-69)	Agricultural
5900	Timberland (unclassified)	Agricultural
6000	Pastureland 1	Agricultural
6100	Pastureland 2	Agricultural
6200	Pastureland 3	Agricultural
6600	Groves	Agricultural
6900	Ornamentals, Miscellaneous	Agricultural
7000	Vacant Institutional	Vacant
7100	Churches	Institutional/Religious/Non-Profit
7200	Private School/Daycare	Commercial
7300	Hospital, Private	Commercial
7400	Homes for the Aged	Commercial
7500	Non-Profit	Institutional/Religious/Non-Profit
7600	Mortuary/Cemetery	Commercial
7700	Clubs/Lodges	Commercial
7900	Cultural Gathering	Commercial
8100	Military	Government
8200	Forest	Government
8300	Public School	Government
8500	Hospitals	Government
8600	County	Government
8700	State	Government
8800	Federal	Government
8900	Municipal	Government
9100	Utilities	Commercial
9300	Sub-Surface	n/a
9400	Rights-of-Way	n/a
9401	Hanger/Single Family Res	Residential
9410	Airstrip/Runway	n/a
9420	ROW (DOT)	n/a
9500	Rivers	n/a
9600	Wasteland/Dumps	Vacant
9601	Retention Area	Vacant
9602	Common Area	Vacant
9700	Recreation & Park Land	Vacant
9900	No Agriculture Acreage	Vacant
9901	AC/XFOB	Vacant

File Attachments for Item:

14. City Council Resolution No. 2023-90 - A resolution of the City Council of the City of Lake City, Florida, authorizing the City to accept and approve the minor subdivision plat titled "Bailey's Cove"; subject to all conditions, provisions and requirements of the City's Code of Ordinances, Land Development Regulations, and Comprehensive Plan, as amended; accepting the dedications shown on the plat; accepting the completion of all existing and future public improvements as are required for the subdivision; authorizing execution and recording of the plat; providing for the recordation of the plat; and providing for an effective date.

CITY COUNCIL RESOLUTION NO. 2023-090

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AUTHORIZING THE CITY TO ACCEPT AND APPROVE THE MINOR SUBDIVISION PLAT TITLED “BAILEY’S COVE”; SUBJECT TO ALL CONDITIONS, PROVISIONS AND REQUIREMENTS OF THE CITY’S CODE OF ORDINANCES, LAND DEVELOPMENT REGULATIONS, AND COMPREHENSIVE PLAN, AS AMENDED; ACCEPTING THE DEDICATIONS SHOWN ON THE PLAT; ACCEPTING THE COMPLETION OF ALL EXISTING AND FUTURE PUBLIC IMPROVEMENTS AS ARE REQUIRED FOR THE SUBDIVISION; AUTHORIZING EXECUTION AND RECORDING OF THE PLAT; PROVIDING FOR THE RECORDATION OF THE PLAT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the owner, Sylvester Warren III, has petitioned the City of Lake City, Florida (hereinafter the “City”) to accept a Minor Subdivision Plat, said plat involving the described real property as found on the attached Plat as Exhibit A;

WHEREAS, following all required technical review by City staff and determining that the submitted Final Plat of said subdivision is in compliance with Article 5 “Subdivision Regulations” and other applicable Sections of the Land Development Regulations and the Florida Statutes pertaining to platting and future development on said lots; and

WHEREAS, the City Council finds that acceptance of the Plat is in the best interests of the citizens of the City.

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

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

Section 2. The Plat titled “Bailey’s Cove” is a Plat of real property described as found on Exhibit “A”, which Plat by reference, described substantially in the exhibit, and subject to satisfaction of applicable requirements as set forth in Article 5 “Subdivision Regulations” of the Land Development Regulations and the Florida Statutes pertaining to platting are hereby approved and accepted. The dedications shown on the Plat together with

the dedications to the perpetual use of the public are also accepted and confirmed by the City of Lake City.

Section 3. All completed public improvements required for approval of the Final Plat are hereby accepted as complete or satisfactory provision has been made as to the assurance of completion for such improvements, as a condition of future certificate of occupancies for such, as noted on the Plat.

Section 4. Subsequent development and uses which may be proposed on said lots of the Plat are subject to any and all requirements of the Code of Ordinances, Land Development Regulations, Comprehensive Plan, and associated Future Land Use Plan Map and Official Zoning Atlas, as amended, of the City of Lake City.

Section 5. The Mayor, City Manager and City Clerk are authorized and directed to execute the Plat as provided for on each respective page of the Plat exhibit.

Section 6. If any Resolution, or parts of any Resolution, are in conflict herewith, this Resolution shall control to the extent of the conflicting provisions.

Section 7. The provisions of this Resolution are intended to be severable. If any part of this Resolution is determined to be void or is held to be illegal, invalid, or unconstitutional by a Court of competent jurisdiction, then the remainder of this Resolution shall remain in full force and effect and this Resolution shall nevertheless stand and be construed as if the illegal or invalid part or portion had not been included herein.

Section 8. Effective Date. This resolution shall take effect immediately upon adoption.

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PASSED AND ADOPTED at a meeting of the City Council on this ____ day of August, 2023.

CITY OF LAKE CITY, FLORIDA

By: _____
Stephen M. Witt, Mayor

ATTEST:

APPROVED AS TO FORM AND
LEGALITY:

By: _____
Audrey E. Sikes, City Clerk

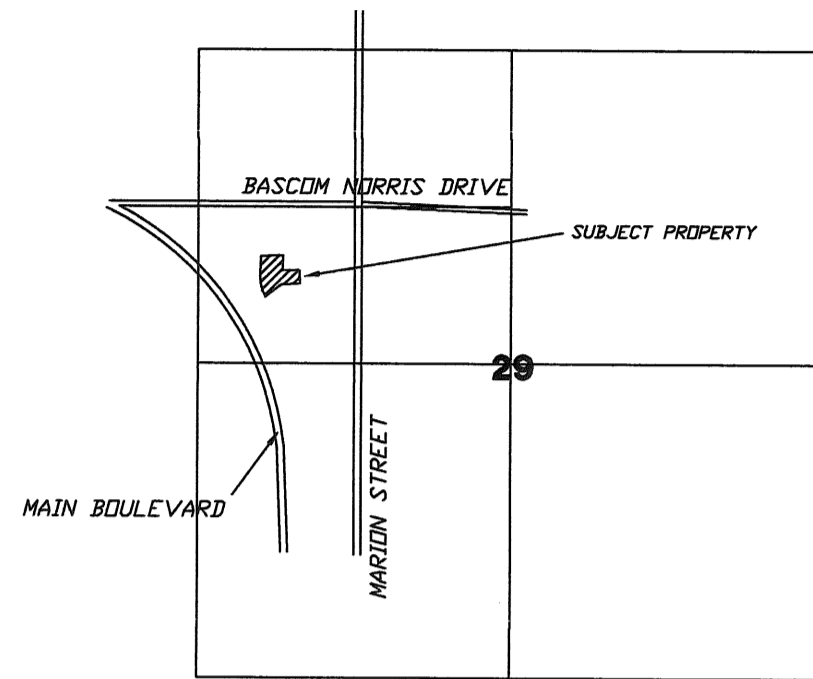
By: _____
Thomas J. Kennon, III,
City Attorney

BAILEY'S COVE

A PART OF BLOCK "K" OF NORTHWESTERN DIVISION OF CITY OF LAKE CITY
IN SECTION 29, TOWNSHIP 3 SOUTH, RANGE 17 EAST,
COLUMBIA COUNTY, FLORIDA

PLAT BOOK _____
PAGES _____
SHEET 1 OF 1

SECTION 29, TOWNSHIP 3 SOUTH, RANGE 17 EAST.



LOCATION SKETCH
NOT TO SCALE

CURVE TABLE

NO.	RADIUS	DELTA	ARC	TANGENT	CHORD	CHORD BEARING
1	193.21'	04°21'12"	14.68'	7.34'	14.68'	N.00°05'38"W.
2	193.21'	28°47'21"	97.08'	49.59'	96.07'	N.16°39'55"W.
3	193.21'	33°08'34"	111.76'	57.49'	110.21'	N.14°29'19"W.

DEDICATION

KNOW ALL MEN BY THESE PRESENT THAT TWENTYEIGHT FOURTEEN, AS OWNER, WITH SYLVESTER WARREN III AS AUTHORIZED REPRESENTATIVE, HAS CAUSED THE LANDS HEREDIN DESCRIBED, TO BE SURVEYED, SUBDIVIDED AND PLATTED, TO BE KNOWN AS "BAILEY'S COVE", AND THAT ALL ROADS, STREETS AND ALL EASEMENTS FOR UTILITIES, DRAINAGE AND OTHER PURPOSES INCIDENT THERETO AS SHOWN AND/OR DEPICTED HEREDIN ARE HEREBY DEDICATED TO THE PERPETUAL USE OF THE PUBLIC.

ATTESTS

WITNESS AS TO OWNER _____ SIGN: _____
WITNESS AS TO OWNER _____ PRINT: _____

ACKNOWLEDGMENT: STATE OF _____ COUNTY OF _____

I HEREBY CERTIFY THAT ON THIS _____ DAY OF _____, 2023 A.D., BEFORE ME PERSONALLY APPEARED TWENTYEIGHT FOURTEEN WITH SYLVESTER WARREN III, AS AUTHORIZED REPRESENTATIVE, TO ME KNOWN TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FORGOING DEDICATION AND ACKNOWLEDGED THE EXECUTION THEREOF TO BE HIS FREE ACT AND DEED FOR THE USES AND PURPOSES THEREIN EXPRESSED. IN WITNESS WHEREOF I HAVE SET MY HAND AND SEAL ON THE ABOVE DATE.

NOTARY PUBLIC, STATE OF _____ AT LARGE

MY COMMISSION EXPIRES: _____

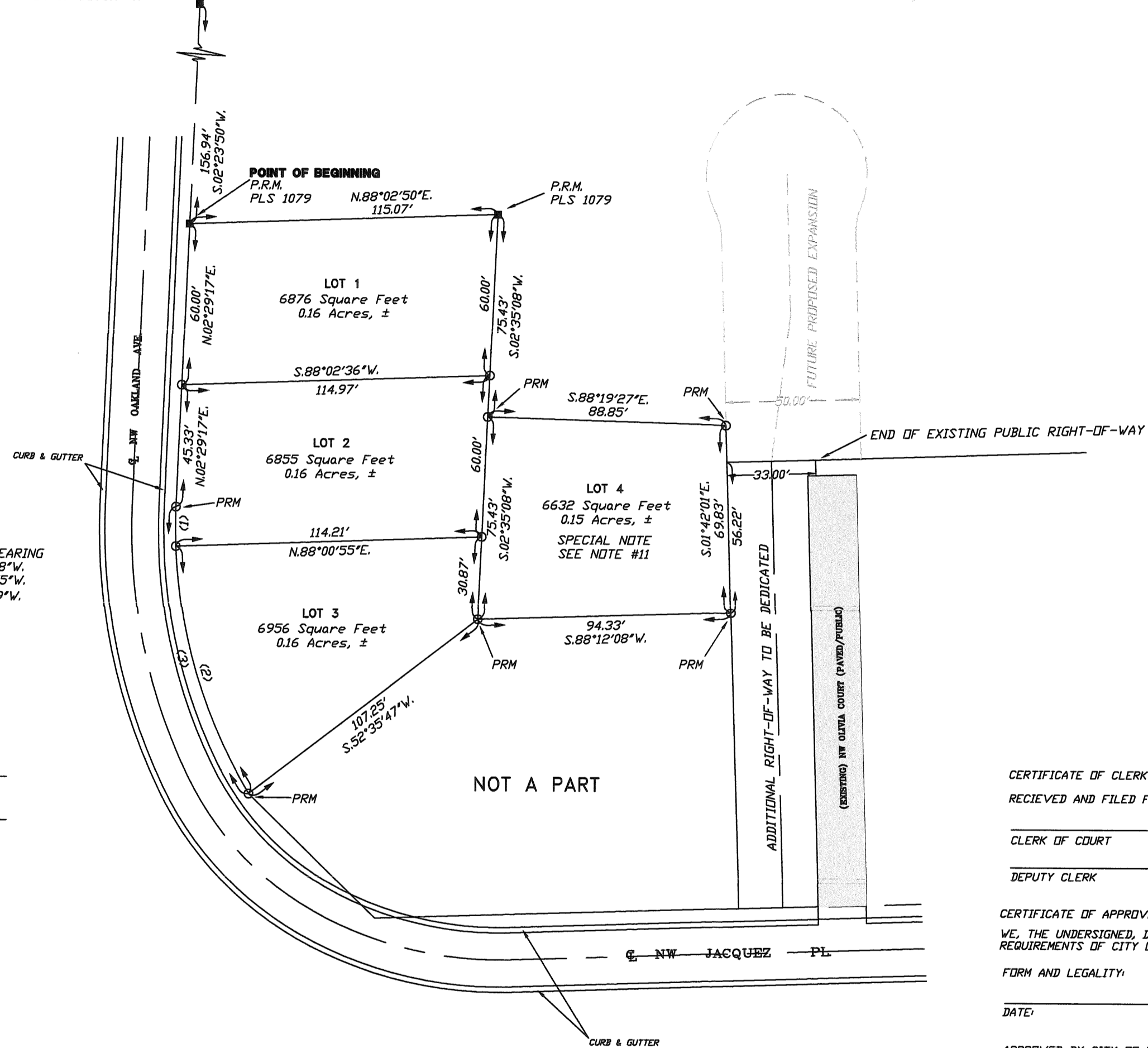
SURVEYOR'S NOTES:

- BOUNDARY BASED ON MONUMENTATION FOUND.
- BEARINGS ARE BASED ON AN ASSUMED BEARING OF S.02°23'50"W. FOR THE WEST LINE OF SAID BLOCK K.
- IT IS APPARENT THAT THIS PARCEL IS IN ZONE "X" AND IS DETERMINED TO BE OUTSIDE THE 500 YEAR FLOOD PLAIN AS PER FLOOD RATE MAP, DATED 2 NOVEMBER, 2018 FIRM PANEL NUMBER 12023C0284D, HOWEVER, THE FLOOD INSURANCE RATE MAPS ARE SUBJECT TO CHANGE.
- IF THEY EXIST, NO UNDERGROUND ENCROACHMENTS AND/OR UTILITIES WERE LOCATED FOR THIS SURVEY EXCEPT AS SHOWN HEREDIN.
- THE FIELD WORK WAS PERFORMED ON 04/15/23.
- EASEMENTS ARE AS SHOWN HEREDIN.
- THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF COLUMBIA COUNTY.
- SURVEY CLOSURE PRECISION EXCEEDS THE REQUIREMENTS OF THE MINIMUM TECHNICAL STANDARDS FOR SURVEYING IN THE STATE OF FLORIDA.
- NO PRELIMINARY PLAN APPROVAL WAS REQUIRED.
- NO ROADS WERE CONSTRUCTED OR IMPROVED FOR THE PURPOSES OF THIS DEVELOPMENT.
- THE CITY OF LAKE CITY MAY AND/OR WILL DENY A BUILDING PERMIT ON THIS PARCEL UNTIL NW OLIVIA COURT HAS BEEN IMPROVED TO REQUIRED CITY STANDARDS FOR RESIDENTIAL CONSTRUCTION.

NOTICE:

ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF ELECTRIC, TELEPHONE, GAS OR OTHER PUBLIC UTILITY. IN THE EVENT THAT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES.

POINT OF COMMENCEMENT
NW CORNER OF BLOCK "K"



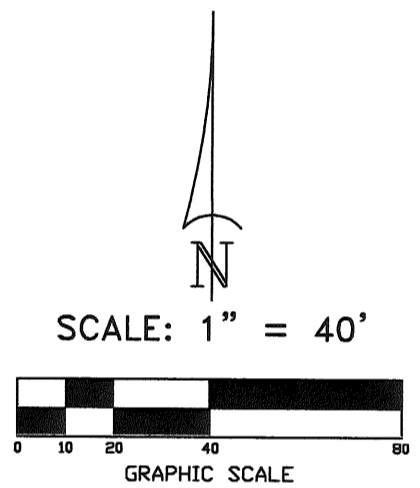
DESCRIPTION:
COMMENCE AT THE NW CORNER OF BLOCK K IN THE NORTHWESTERN DIVISION OF THE CITY OF LAKE CITY AND RUN S.02°23'50"W., ALONG THE WEST LINE OF SAID BLOCK K, 156.94 FEET TO THE POINT OF BEGINNING; THENCE N.88°02'50"E., 115.07 FEET; THENCE S.02°35'08"W., 72.43 FEET; THENCE S.88°19'27"E., 88.85 FEET TO THE WEST RIGHT-OF-WAY LINE OF NW OLIVIA COURT; THENCE S.01°42'01"E., ALONG SAID LINE 69.83 FEET; THENCE S.88°12'08"W., 94.33 FEET; THENCE S.52°35'47"W., 107.25 FEET TO THE EAST RIGHT-OF-WAY LINE OF NW OAKLAND AVENUE. SAID POINT BEING ON A CURVE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 193.21 FEET, AN INCLUDED ANGLE OF 33°08'34" AND A CHORD BEARING AND DISTANCE OF N.14°29'19"W., 110.21 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE FOR AN ARC DISTANCE OF 111.76 FEET; THENCE N.02°29'17"E., 105.33 FEET TO THE POINT OF BEGINNING.

NOTICE:
THIS PLAT AS RECORDED IN ITS GRAPHICAL FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREDIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY OTHER GRAPHICAL OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

DEVELOPER:
TWENTYEIGHT FOURTEEN
930 NE JOE CONEY TERRACE
LAKE CITY, FL 32055

SYMBOL LEGEND:

■	4"x4" CONCRETE MONUMENT FOUND
□	4"x4" CONCRETE MONUMENT SET
○	IRON PIPE FOUND
●	IRON PIN AND CAP SET
✱	2" CUT IN PAVEMENT
+	CALCULATED PROPERTY CORNER
⊕	NAIL & DISK
⊙	POWER POLE
⊕	SIGN POST
⊕	WATER METER
⊕	UTILITY BOX
⊕	FIRE HYDRANT
⊕	SANITARY MANHOLE
—	CENTERLINE
—	SECTION LINE
—	ELECTRIC LINES
—	WIRE FENCE
—	CHAIN LINK FENCE
—	WOODEN FENCE
⊕	AS PER A PLAT OF RECORD
⊕	AS PER A DEED OF RECORD
⊕	AS PER CALCULATIONS
⊕	AS PER FIELD MEASUREMENTS
⊕	PERMANENT REFERENCE MARKER
⊕	PERMANENT CONTROL POINT



CERTIFICATE OF CLERK OF COURT:
RECEIVED AND FILED FOR RECORD, THIS _____ DAY OF _____, 2023.
CLERK OF COURT _____
DEPUTY CLERK _____

CERTIFICATE OF APPROVAL FOR CITY OF LAKE CITY, FLORIDA:
WE, THE UNDERSIGNED, DO HEREBY CERTIFY THAT THIS PLAT CONFORMS TO THE REQUIREMENTS OF CITY OF LAKE CITY'S ORDINANCES AND REGULATIONS AS FOLLOWS:
FORM AND LEGALITY: _____

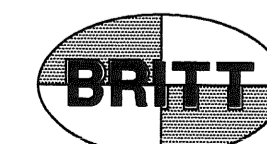
DATE: _____ CITY ATTORNEY _____
APPROVED BY CITY OF LAKE CITY _____
DATE: _____ MAYOR, CITY OF LAKE CITY _____
DATE: _____ CITY CLERK, CITY OF LAKE CITY _____

SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY THIS TO BE A TRUE AND CORRECT REPRESENTATION OF THE LAND SURVEYED AND SHOWN HEREDIN, THAT THE SURVEY WAS MADE UNDER MY RESPONSIBLE SUPERVISION, DIRECTION AND CONTROL, THAT PERMANENT REFERENCE MONUMENTS HAVE BEEN SET AS SHOWN AND THAT SURVEY DATA COMPLIES WITH THE COLUMBIA COUNTY, SUBDIVISION ORDINANCE AND CHAPTER 177 OF THE FLORIDA STATUTES.

L. SCOTT BRITT, PSM #5757

DATE: _____



BRITT SURVEYING

LAND SURVEYORS AND MAPPERS

1426 WEST DUVAL STREET
LAKE CITY, FLORIDA 32055

TELEPHONE: (386) 752-7163 FAX: (386) 752-5573 WORK ORDER # L-29366