
CITY COUNCIL REGULAR SESSION

CITY OF LAKE CITY

February 16, 2021 at 6:00 PM

Venue: Columbia County School Board Administrative Complex Auditorium

AGENDA

Due to the COVID-19 social distancing requirements, the City of Lake City will meet at the Columbia County School Board Administrative Complex Auditorium located at 372 West Duval Street, Lake City, FL 32055. The meetings will also be available via communications media technology.

CMT instructions are located at the end of this Agenda.

Events Prior to Meeting

- i. Community Redevelopment Agency Meeting - 5:30 PM

Pledge of Allegiance

Invocation - Council Member Jake Hill, Jr.

Roll Call

Proclamations

- 1. City of Lake City Utility Proclamation

Minutes - none

Approval of Agenda

Approval of Consent Agenda - none

Presentations

Public comments relating only to City Council Resolution No. 2021-015

- 2. City Council Resolution No. 2021-015 - A resolution of the City Council of the City of Lake City, Florida, authorizing the execution of a Continuing Contract for Professional Architectural Services with Passero Associates, L.L.C., related to the construction of a new City Hall Complex and Westside Fire Station; authorizing the execution of Task Assignment Number One related to the continuing contract; and providing for an effective date.

3. Passero Presentation - New City Hall Options

Discussion and Possible Action - New City Hall Options

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.

Old Business

Ordinances

Open Public Hearing

- 4.** City Council Ordinance No. 2020-2175 - (final reading) An ordinance of the City of Lake City, Florida, to provide for the waiving and suspension of water and sewer impact fees for a period of twelve (12) months as an inducement for economic development; requiring any applicant seeking to take advantage of the development incentive to apply for and acquire a building permit and commence construction of the development prior to the expiration of the development period; providing for severability; providing for conflicts; and providing an effective date.

Note: This ordinance was recommended to City Council for consideration by the Utility Advisory Committee on December 29, 2020.

Adopted on first reading 2-1-2021

Close Hearing

Adopt City Council Ordinance No. 2020-2175 (final reading)

New Business

Ordinances

- 5.** City Council Ordinance No. 2021-2178 - (first reading) An ordinance of the City Council of the City of Lake City, Florida, amending Chapter 2, Article 2, of the City Code of ordinances; providing for amendments to the rules of meetings of the City Council and special standing committees; providing for amendments to the composition, function, 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 2021-2178 (first reading)

- [6.](#) City Council Ordinance No. 2021-2182 - (first reading) An ordinance of the City Council of the City of Lake City, Florida, amending the Code of the City of Lake City, Florida by adding Section 2-184, to provide for the procurement of design-build contract; providing for severability; providing for conflicts; providing for codification; providing an effective date.

Adopt City Council Ordinance No. 2021-2182 (first reading)

- [7.](#) City Council Ordinance No. 2021-2183 - (first reading) An ordinance of the City of Lake City, Florida, relating to unlawful activity within public roads and rights-of-way; amending Chapter 98 of the City of Lake City Code to further prohibit activities that interfere with public safety and the primary purpose of public roads and rights-of-way; providing for severability; providing for conflicts; providing for codification; and providing for an effective date.

Adopt City Council Ordinance No. 2021-2183 (first reading)Resolutions

- [8.](#) City Council Resolution No. 2021-013 - A resolution of the City Council of the City of Lake City, Florida, authorizing the execution of a Change Order to the contract between the City and SGS Contracting Services, Inc., relating to the replacement of the existing grit system at the St. Margarets Wastewater Treatment Facility, extending the project completion date an additional thirty (30) days, at an additional cost not-to-exceed \$268,700.
- [9.](#) City Council Resolution No. 2021-014 - A resolution of the City Council of the City of Lake City, Florida, authorizing the execution of an agreement with Southern Sewer Equipment Sales, for the City's leasing of one Vac-Con vacuum truck with a freightliner chassis at a maximum five-year lease price of \$402,610.
- [10.](#) City Council Resolution No. 2021-018 - A resolution of the City of Lake City, Florida, adopting a code of core values for civility and ethics; providing for repeal of previous policies; and establishing an effective date.

This resolution sponsored by Mayor Stephen Witt

- [11.](#) City Council Resolution No. 2021-019 - A resolution of the City Council of the City of Lake City, Florida, ratifying the Mayor's extension of the State of Emergency arising from the COVID-19 Public Health Emergency.
- [12.](#) City Council Resolution No. 2021-23 - A resolution of the City Council of the City of Lake City, Florida, appointing members to serve on the Beautification

Advisory Committee; repealing all resolutions in conflict; and providing an effective date.

- [13.](#) City Council Resolution No. 2021-024 - A resolution of the City Council of the City of Lake City, Florida, authorizing an application for the staffing for adequate fire and emergency response (SAFER) Grant; approving a contract with Firehouse Grants LLC, to provide grant writing services at a base cost of \$6,500.
- [14.](#) City Council Resolution No. 2021-025 - A resolution of the City Council of the City of Lake City, Florida, appointing members to serve on the Utility Advisory Committee to the City Council, as created by the Code of the City of Lake City, Florida; repealing all resolutions in conflict; and providing an effective date.
- [15.](#) City Council Resolution No. 2021-028 - A resolution of the City Council of the City of Lake City, Florida, authorizing the Lake City Police Department to enter into a Memorandum of Understanding with Learning for Life, a foreign non-profit corporation, which operates and maintains the program known as Exploring Youth Protection Training.

Departmental Administration - none

Comments by Council Members

Adjournment

Zoom CMT Information

Place: Due to the COVID-19 social distancing requirements, this meeting will also be available via communications media technology.

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

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

Meeting ID: 851 4391 0809#

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

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

Meeting ID: 851 4391 0809#

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

Public Participation

The public may participate at the appropriate time via: (i) video conference by utilizing the software chat function or raise hand function to request to speak; or (2)

telephonically by dialing *9 to raise hand. The Chair will allow for sufficient time for all participants to be heard.

Those attendees wishing to share a document must email the item to **submissions@lcfla.com** no later than noon on the day of the meeting.

Instructions for meeting attendance and participation are also available at www.lcfla.com under the calendar entry for the corresponding City Council Regular Session Meeting.

To receive a copy of the agenda packet with supporting documentation, please contact the City Clerk's Office at **clerk@lcfla.com** or **386-719-5826**.

Contingency Information

Contingency Plan Meeting: This will be activated and held if the City experiences connection or web conferencing failure. Any meeting taking place via the contingency plan will be held and/or reconvened via a conference call utilizing the information provided below.

The public may attend the contingency plan meeting as follows:

1-844-992-4726 (toll free)

Enter access code: 173 541 6832#

Then it will ask for attendee ID number, just press #

The public may participate in the contingency plan meeting at the appropriate time when the chair requests public comment. The Chair will allow for sufficient time for all participants to be heard.

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. City of Lake City Utility Proclamation

Proclamation

City of Lake City, Florida

WHEREAS, the City of Lake City, Florida (hereinafter the "City") operates water, wastewater, and gas utilities (hereinafter the "Utilities") within the municipal limits and certain unincorporated areas of Columbia County, Florida (hereinafter the "County"); and

WHEREAS, the Utilities are essential to the long-term economic development of both the City and the County; and

WHEREAS, the development and distribution of the Utilities to areas of the County is beneficial to the long-term comprehensive plans of both the City and the County; and

WHEREAS, the City and Board of County Commissioners (hereinafter the "Board") work cooperatively on various economic and infrastructure development projects to which the Utilities are vital; and

WHEREAS, the City receives numerous benefits from the smart growth management in, and of, the County; and

WHEREAS, the City, with the assistance of the Board, is committed to investing the resources necessary to continually upgrade and modernize the equipment that delivers the Utilities, so that the Utilities may be provided to additional areas of the County; and

WHEREAS, the City and the Board understand that there are efficiencies that can be gained by working cooperatively to provide the Utilities to areas of the County; and

WHEREAS, on January 14, 2020, the City's utility advisory committee approved a motion to recommend to the City Council that the City commit to providing the Utilities to additional areas of the County; and

WHEREAS, on January 14, 2020, the City's utility advisory committee approved a motion to recommend to the City Council that the City commit to working with the Board in an effort to adopt a five (5) year strategic plan for the provision of the Utilities to the County; and

WHEREAS, this Proclamation is issued to memorialize the City's dedication to:


1. providing utilities to all permissible areas of Columbia County, Florida; and
2. working with the Board of County Commissioners of Columbia County, Florida in an effort to adopt a five (5) year strategic plan for the provision of utilities to the County.

NOW, THEREFORE, the City Council of the City of Lake City, Florida, does hereby proclaim its dedication to providing utility services to the current, and future, citizens and businesses located in Columbia County, Florida.



Seal of the City of Lake City
State of Florida

In witness whereof I have hereunto set my hand and caused this seal to be affixed this 16th day of February 2021.


Stephen M. Witt, Mayor
City of Lake City

21-09

File Attachments for Item:

2. City Council Resolution No. 2021-015 - A resolution of the City Council of the City of Lake City, Florida, authorizing the execution of a Continuing Contract for Professional Architectural Services with Passero Associates, L.L.C., related to the construction of a new City Hall Complex and Westside Fire Station; authorizing the execution of Task Assignment Number One related to the continuing contract; and providing for an effective date.

FLK/aj
1/26/21
2/4/21

CITY COUNCIL RESOLUTION NO. 2021-015

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AUTHORIZING THE EXECUTION OF A CONTINUING CONTRACT FOR PROFESSIONAL ARCHITECTURAL SERVICES WITH PASSERO ASSOCIATES, L.L.C., RELATED TO THE CONSTRUCTION OF A NEW CITY HALL COMPLEX AND WESTSIDE FIRE STATION; AUTHORIZING THE EXECUTION OF TASK ASSIGNMENT NUMBER ONE RELATED TO THE CONTINUING CONTRACT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Lake City, Florida (hereinafter the "City") in accordance with the Consultants Competitive Negotiation Act, solicited Statements of Qualifications from registered firms, pursuant to a Request for Qualifications ("RFQ" or "RFQ 001-2021") for services related to representing the City as the City's representative for design-build construction of a new City Hall and Westside Fire Station (No. 2) (hereinafter the "Project"); and

WHEREAS, the City evaluated the Statements of Qualifications received and determined Passero Associates, L.L.C. (hereinafter "Passero") to be the most qualified firm; and

WHEREAS, the City Council finds that it is in the City's best interest to execute a continuing contract with Passero for the professional services related to the Project pursuant to the terms, provisions, and conditions of a continuing contract, attached hereto as "Exhibit A" (hereinafter the "Continuing Contract" or "Master Agreement"); and

WHEREAS, the Continuing Contract provides that Passero shall perform services to the City only when requested and authorized in writing by the City and that each request for services shall be for a specific project and be defined by and embodied in a separate writing (hereinafter "Task Assignment" or "Service Order"); and

WHEREAS, subsequent to the approval of the Continuing Contract, the City Council desires to enter into Task Assignment Number One (the first Service Order) to its Continuing Contract with Passero for the services identified with Article 2, and its attachments, of the Task Assignment, a copy of which is attached hereto as "Exhibit B"; and

Page 1 of 3

WHEREAS, the City Council finds that it is in the City's best interest to execute Task Assignment Number One.

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

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

Section 2. The City is hereby authorized to enter into the Continuing Contract with Passero for professional engineering services and the Task Assignment Number One.

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

Section 4. This resolution shall be effective as of the date of its adoption.

PASSED AND ADOPTED at a meeting of the City Council this 16th day of February 2021.

CITY OF LAKE CITY, FLORIDA

By:

Stephen M. Witt, Mayor

ATTEST:

APPROVED AS TO FORM AND
LEGALITY:

By:

Audrey E. Sikes, City Clerk

By:

Frederick L. Koberlein, Jr.,
City Attorney

EXHIBIT A

AIA® Document B121™ – 2018

Standard Form of Master Agreement Between Owner and Architect for Services provided under multiple Service Orders

AGREEMENT made as of the day of February in the year Two thousand twenty-one
(In words, indicate day, month, and year.)

BETWEEN the Owner:
(Name, legal status, address, and other information)

City of Lake City
205 North Marion Avenue
Lake City, FL 32055

and the Architect:
(Name, legal status, address, and other information)

Passero Associates, LLC
4730 Casa Cola Way
Suite 200
St. Augustine, FL 32095
904.757.6106

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document does not contain a description of the Architect's scope of Services and related terms. This document is intended to be used in conjunction with AIA Document B221™–2018, Service Order for use with Master Agreement Between Owner and Architect

Init.

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User Notes:

(1479959607)

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9	COMPENSATION
10	MISCELLANEOUS PROVISIONS
11	SPECIAL TERMS AND CONDITIONS
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ARTICLE 1 MASTER AGREEMENT TERM AND PARTY REPRESENTATIVES

§ 1.1 This Master Agreement shall be effective for two (2) years from the date first written above. ("Date of this Master Agreement").

§ 1.2 This Master Agreement shall apply to all Service Orders agreed to by the Parties within the term of this Master Agreement until completion of the Service Order. In the event of a conflict between terms and conditions of this Master Agreement and a Service Order, the terms of the Service Order shall take precedence for the services provided pursuant to the Service Order. An agreed upon Service Order together with this Master Agreement form a Service Agreement. A Service Agreement represents the entire and integrated agreement between the parties, and supersedes prior negotiations, representations, or agreements, either written or oral. A Service Agreement may be amended or modified only by a Modification.

(Paragraph deleted)

§ 1.4 The Owner identifies the following representative authorized to act on the Owner's behalf with respect to this Master Agreement:

Director of Safety / Risk Management
City of Lake City
205 N., Marion Avenue
Lake City, FL 32055

§ 1.4.1 In each Service Order, the Owner will identify a representative authorized to act on the Owner's behalf with respect to the Service Order.

§ 1.5 The Architect identifies the following representative authorized to act on the Architect's behalf with respect to this Master Agreement:

Passero Associates, LLC

Init.

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User Notes:

(1479959607)

Andrew M. Holesko, CM, MBA
Chief Executive Officer, Sr. Planner
4730 Casa Cola Way
Suite 200
St. Augustine, FL 32095

§ 1.5.1 In each Service Order, the Architect will identify a representative authorized to act on behalf of the Architect with respect to the Service Order.

§ 1.6 Nothing contained in this Master Agreement or in a Service Order shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

ARTICLE 2 SERVICE ORDERS

§ 2.1 The Owner is not required to issue any Service Orders under this Master Agreement.

§ 2.2 The Architect may decline to accept any Service Order issued by the Owner.

§ 2.3 The Architect shall perform the services set forth in each agreed upon Service Order, consisting of AIA Document B221-2018, Service Order, or such other document as the Owner and Architect may mutually agree upon. Each Service Order shall state the name, location, and detailed description of the City Hall or Fire Station Project; describe the Architect's Services; state the Architect's compensation; and list the attachments and exhibits incorporated by reference.

ARTICLE 3 ARCHITECT'S RESPONSIBILITIES

§ 3.1 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the services provided pursuant to a Service Agreement.

§ 3.2 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Master Agreement or any Service Agreement.

§ 3.3 The Architect shall maintain the following insurance until termination of this Master Agreement.
(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

.1 General Liability

Attached

.2 Automobile Liability

Attached

.3 Workers' Compensation

Attached

.4 Professional Liability

Attached

.5 Umbrella Liability. (Attached)

.6 Excess Liability. (Attached)

Init.

§ 3.4 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of the services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.5 The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 The Architect may provide Additional Services after execution of a Service Agreement without invalidating the Service Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.1 shall entitle the Architect to compensation pursuant to Sections 4.2 and 9.3.

§ 4.2 Unless otherwise provided in a Service Order, upon recognizing the need to perform the following Additional Services, as they relate to the services provided pursuant to the Service Order, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals; or
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 The Owner shall provide information in a timely manner regarding requirements for and limitations of each Service Order.

§ 5.2 The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.3 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of consulting services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants as designated in an individual Service Order, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Service Order. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.4 The Owner shall furnish all legal, insurance, and accounting services, including auditing services, that may be reasonably necessary at any time to meet the Owner's needs and interests under a Service Agreement.

§ 5.5 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the services or work related to a Service Agreement, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.6 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COPYRIGHTS AND LICENSES

§ 6.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use in relation to a Service Agreement.

§ 6.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with a Service Agreement is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 6.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under the Service Agreement, including prompt payment of all sums when due pursuant to Articles 8 and 9. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Master Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 10.9, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates a Service Agreement for cause as provided in Section 8.4, the license granted in this Section 6.3, and related to the terminated Service Agreement, shall terminate.

§ 6.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 6.3.1. The terms of this Section 6.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 8.4.

§ 6.4 Except for the licenses granted in this Article 6, no other license or right shall be deemed granted or implied under this Master Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 6.5 Except as otherwise stated in Section 6.3, the provisions of this Article 6 shall survive the termination of this Master Agreement.

ARTICLE 7 CLAIMS AND DISPUTES

§ 7.1 General

§ 7.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to any Service Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Master Agreement and within the period specified by applicable law, but in any case not more than 10 years after the completion of the services provided pursuant to a specific Service Agreement, whichever is sooner. Completion of the services pursuant to a specific Service Agreement shall be the date of Substantial Completion of construction related to the services performed pursuant to the Service Agreement or, where there is no construction work related to a Service Agreement, the date the Architect completes its services under the Service Agreement. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 7.1.1.

§ 7.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A141™—Standard Form of Agreement Between Owner and Design Builder. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 7.1.3

Notwithstanding the foregoing provisions, the Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to a Service Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of a Service Agreement, except as specifically provided in Section 8.6 which such costs attributed to the City shall be limited to the protections of section 768.28, Florida Statutes.

§ 7.2 Mediation

§ 7.2.1 Any claim, dispute or other matter in question arising out of or related to a Service Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 7.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Master Agreement. A request for mediation shall be made in writing, delivered to the other party to this Master Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 7.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 7.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 7.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

(Paragraph deleted)

☒ [X] Litigation in a court of competent jurisdiction

☐ [] Other: *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

(Paragraphs deleted)

ARTICLE 8 TERMINATION OR SUSPENSION OF SERVICE AGREEMENTS

§ 8.1 If the Owner fails to make payments to the Architect in accordance with a Service Agreement, such failure shall be considered substantial nonperformance and cause for termination of the Service Agreement or, at the Architect's option, cause for suspension of performance of services under the Service Agreement for which the Owner failed to make payment. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the

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Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 8.2 If the services under a Service Agreement have been suspended by the Owner, the Architect shall be compensated for services performed prior to notice of such suspension. When the services under the Service Agreement are resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 8.3 If the Owner suspends the services under a Service Agreement for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate the Service Agreement by giving not less than seven days' written notice.

§ 8.4 Either party may terminate a Service Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of the Service Agreement, through no fault of the party initiating the termination. Termination of a Service Agreement under this Section 8.4 shall not be deemed a termination of other Service Agreements under this Master Agreement.

§ 8.5 The Owner may terminate a Service Agreement, upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 8.6 In the event of termination of a Service Agreement not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, Reimbursable Expenses incurred, and all costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 8.7 In addition to any amounts paid under Section 8.6, if the Owner terminates a Service Agreement for its convenience pursuant to Section 8.5, or the Architect terminates a Service Agreement pursuant to Section 8.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

N/A

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

N/A

§ 8.8 Except as otherwise expressly provided herein, a Service Agreement shall terminate one year from the date of Substantial Completion.

§ 8.9 The Owner's rights to use the Architect's Instruments of Service in the event of termination of a Service Agreement are set forth in Article 6 and Section 9.5 of this Master Agreement.

ARTICLE 9 COMPENSATION

§ 9.1 The Owner shall compensate the Architect for the services described in a Service Order pursuant to the Service Order and as set forth in this Article 9.

§ 9.2 Except as otherwise set forth in a Service Order, the hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

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Employee or Category**Rate (\$0.00)**

Refer to Hourly Rate Schedule

§ 9.3 Except as otherwise set forth in a Service Order, the Owner shall compensate the Architect for Additional Services designated in Article 4 as follows:

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

As described in AIA Document B221 Section 2.1.2

§ 9.4 Compensation for Reimbursable Expenses

§ 9.4.1 Reimbursable Expenses are in addition to compensation for the Architect's professional services and include expenses incurred by the Architect and the Architect's consultants directly related to a Service Agreement, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultant's expense of professional liability insurance dedicated exclusively to the Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect or the Architect's consultants, and disclosed by the Architect in writing prior to execution of this Master Agreement or a related Service Agreement;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures.

§ 9.4.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus ten percent (10.0 %) of the expenses incurred.

§ 9.4.3 Reimbursable Expenses will be allocated to each Service Agreement.

§ 9.5 Payments to the Architect**§ 9.5.1 Progress Payments**

§ 9.5.1.1 Unless otherwise agreed, payments for services provided pursuant to a Service Agreement shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

2.5 % two point five percent

§ 9.5.1.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding. In any event, the Owner shall not withhold payments to the Architect pertaining to a Service Agreement to offset amounts in dispute under a separate Service Agreement.

§ 9.5.1.3 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

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ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 Each Service Agreement shall be governed by the law of the place where the Project described in the Service Order is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 7.3.

§ 10.2 Notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to each Service Agreement. Neither the Owner nor the Architect shall assign a Service Agreement without the written consent of the other, except that the Owner may assign a Service Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under the Service Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with the Service Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of the Service Agreement.

§ 10.5 Unless otherwise required in a Service Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.6 The Architect shall have the right to include photographic or artistic representations of the design of the Projects for which services are performed among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Projects to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Projects. This Section 10.6 shall survive the termination of a Service Agreement unless the Owner terminates a Service Agreement for cause pursuant to Section 8.4.

§ 10.7 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party may disclose such information as required by law or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity. The Party receiving such information may also disclose it to its employees, consultants or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.7.

§ 10.8 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

§ 10.9 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 10.9.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying

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party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 11 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Master Agreement are as follows:

(Include other terms and conditions applicable to this Agreement.)

None

ARTICLE 12 SCOPE OF THIS MASTER AGREEMENT

§ 12.1 This Master Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Master Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 12.2 This Master Agreement is comprised of the following documents identified below:

- .1 AIA Document B121™-2018, Standard Form of Master Agreement Between Owner and Architect

(Paragraphs deleted)

- .3 Exhibits:

(Clearly identify any other exhibits incorporated into this Master Agreement.)

Hourly Rate Schedule

- .4 Other documents:

(List other documents, if any, forming part of the Master Agreement.)

Certificates of Insurance

This Master Agreement entered into as of the day and year first written above.

OWNER *(Signature)*

Mayor

Attest:

City Clerk

City Attorney
(Row deleted)

ARCHITECT *(Signature)*

Andrew M. Holesko, CM, MBA
Chief Executive Officer, Sr. Planner

Init.

Additions and Deletions Report for

AIA® Document B121™ – 2018

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 13:23:12 ET on 02/04/2021.

PAGE 1

AGREEMENT made as of the day of February in the year Two thousand twenty-one

...

City of Lake City
205 North Marion Avenue
Lake City, FL 32055

...

(Name, legal status, address, and other information)

Passero Associates, LLC
4730 Casa Cola Way
Suite 200
St. Augustine, FL 32095
904.757.6106

PAGE 2

§ 1.1 This Master Agreement shall be effective for ~~one year~~ after two (2) years from the date first written ~~above~~ above. ("Date of this Master ~~Agreement~~"). Agreement").

...

~~§ 1.3 This Master Agreement will renew on an annual basis, on the day and month of the Date of this Master Agreement, unless either party provides notice of their intent not to renew this Master Agreement. Notice must be provided at least 60 days prior to the renewal date. In the event either party elects not to renew this Master Agreement, the terms of this Master Agreement shall remain applicable until all Service Orders under this Master Agreement are completed or terminated.~~

Director of Safety / Risk Management
City of Lake City
205 N., Marion Avenue
Lake City, FL 32055

...

Passero Associates, LLC
Andrew M. Holesko, CM, MBA
Chief Executive Officer, Sr. Planner

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Suite 200
St. Augustine, FL 32095
PAGE 3

§ 2.3 The Architect shall perform the services set forth in each agreed upon Service Order, consisting of AIA Document B221-2018, Service Order, or such other document as the Owner and Architect may mutually agree upon. Each Service Order shall state the name, location, and detailed description of the City Hall or Fire Station Project; describe the Architect's Services; state the Architect's compensation; and list the attachments and exhibits incorporated by reference.

...

§ 3.3 The Architect shall maintain the following insurance until termination of this Master Agreement. ~~If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 9.4.~~

...

Attached

...

Attached

...

Attached

...

Attached

.5 Umbrella Liability. (Attached)
.6 Excess Liability. (Attached)

PAGE 4

§ 4.1 The Architect may provide Additional Services after execution of a Service Agreement without invalidating the Service Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.1 shall entitle the Architect to compensation pursuant to ~~Section~~ Sections 4.2 and 9.3.

PAGE 6

§ 7.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document ~~A201™ 2017, General Conditions of the Contract for Construction. A141™ Standard Form of Agreement Between Owner and Design Builder.~~ The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 7.1.3 ~~The~~
Notwithstanding the foregoing provisions, the Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to a Service Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of a Service Agreement, except as specifically provided in Section 8.6.8.6 which such costs attributed to the City shall be limited to the protections of section 768.28, Florida Statutes.

...

☐ Arbitration pursuant to Section 7.3 of this Master Agreement

☒ Litigation in a court of competent jurisdiction

...

§ 7.3 Arbitration

§ 7.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Master Agreement, any claim, dispute or other matter in question arising out of or related to a Service Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Master Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Master Agreement, and filed with the person or entity administering the arbitration.

§ 7.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 7.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Master Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 7.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 7.3.4 Consolidation or Joinder

§ 7.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Master Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 7.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 7.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 7.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Master Agreement.

§ 7.4 The provisions of this Article 7 shall survive the termination of a Service Agreement.

PAGE 7

N/A

...

N/A

PAGE 8

Refer to Hourly Rate Schedule

...

As described in AIA Document B221 Section 2.1.2

...

§ 9.4.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus ten percent (10.0 %) of the expenses incurred.

...

§ 9.5.1.1 Unless otherwise agreed, payments for services provided pursuant to a Service Agreement shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

...

2.5 % two point five percent

PAGE 10

None

...

~~2~~ — AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

(Insert the date of the E203 2013 incorporated into this Master Agreement.)

...

Hourly Rate Schedule

...

Certificates of Insurance

...

OWNER (Signature)

Mayor

Attest:

City Clerk

OWNER (Signature)

City Attorney

(Printed name and title)

ARCHITECT (Signature)

Andrew M. Holesko, CM, MBA
Chief Executive Officer, Sr. Planner

ARCHITECT (Signature)

(Printed name, title, and license number, if required)

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Pete Wehner, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 13:23:12 ET on 02/04/2021 under Order No. 3729177776 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B121™ – 2018, Standard Form of Master Agreement Between Owner and Architect for Services provided under multiple Service Orders, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

2020 HOURLY RATES SCHEDULE

(SUBJECT TO ANNUAL REVIEW)

Partner	\$290
Department Manager.....	\$235
Associate, Senior Project Architect	\$185
Structural Department Manager.....	\$180
Project Manager (Civil).....	\$170
Senior Project Architect I.....	\$125
Project Architect.....	\$110
Senior Structural Project Engineer	\$115
Senior Landscape Architect and Senior Civil Engineer	\$110
Structural/Civil Engineer	\$95
Architectural Designer III	\$90
Structural Engineer Designer I.....	\$85
Architectural Designer I.....	\$75
Administrative Assistant	\$85



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/27/2020

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

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

PRODUCER Arthur J. Gallagher Risk Management Services, Inc. 30 Century Hill Drive Suite 200 Latham NY 12110	CONTACT NAME: Jacqueline Patrick PHONE (A/C, No, Ext): 518-869-3535 E-MAIL ADDRESS: jacqueline_patrick@ajg.com FAX (A/C, No): 518-869-3580
INSURED Passero Associates LLC 4730 Casa Cola Way, Suite 200 St. Augustine, FL 32095	INSURER(S) AFFORDING COVERAGE INSURER A: Travelers Indemnity Co of America INSURER B: Travelers Indemnity Company INSURER C: Travelers Property Casualty Co of America INSURER D: INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:** 1056225469**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y		680-8P560935	5/1/2020	5/1/2021	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BA-1H144067	5/1/2020	5/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP-8P561803	5/1/2020	5/1/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	UB-8P560763	5/1/2020	5/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Lake City is additional insureds as required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

City of Lake City
Procurement Department – 2nd Floor
205 N. Marion Avenue
Lake City, FL 32055

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

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/27/2020

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

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

PRODUCER 585-385-0428 Poole Professional B&B of MA 107 Audubon Rd, #2, Ste 305 Wakefield, MA 01880 Mary-Beth Rumble		CONTACT NAME: PHONE (A/C, No, Ext): 585-385-0428 FAX (A/C, No): 585-662-5755 E-MAIL ADDRESS: smiller@poole-ny.com	
INSURED Passero Associates, LLC 4730 Casa Cola Way, Suite 200 St Augustine, FL 32095		INSURER(S) AFFORDING COVERAGE INSURER A: Berkley Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 32603	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Prof. Liability PollutionLiability			AEC-9040328-03	10/29/2020	10/29/2021	PER CLAIM 5,000,000 AGGREGATE 5,000,000

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

CERTIFICATE HOLDER

CANCELLATION

CITYLAK City of Lake City Procurement Department 2nd FL 205 N. Marion Avenue Lake City, FL 32055	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Mary Beth Rumble</i>
---	--

EXHIBIT B



AIA Document B221™ – 2018

Service Order for use with Master Agreement Between Owner and Architect

SERVICE ORDER number made as of the February day of in the year Two thousand twenty-one

(In words, indicate day, month, and year.)

BETWEEN the Owner:

(Name, legal status, address, and other information)

City of Lake City
205 North Marion Avenue
Lake City, FL 32055

Phone: 386-719-5768

and the Architect:

(Name, legal status, address, and other information)

Passero Associates
4730 Casa Cola Way
Suite 200
St. Augustine, FL 32095
904.757.6106

for the following **PROJECT**:

(Name, location, and detailed description)

Owner's Representative – Phase 1 (Architectural/engineering Design Services)

Project consists of two new building projects for the City of Lake City. The first, City Hall, is located in an approximately 2-acre vacant lot northeast of the intersection of NW Franklin Street and North Marion Avenue. The building will be approximately 16,000 square feet and shall fit into the aesthetic nature of the community. The construction type has not yet been defined and will be explored in the first phase of the project. The total project budget for the City Hall is \$4 million.

The Second, Fire Station, is located at 383 NW Hall of Fame Drive. The Fire Station will be approximately 6,300 square feet and is assumed to consist of pre-engineered metal building systems, with a total project budget of \$1.7 million.

THE SERVICE AGREEMENT

This Service Order, together with the Master Agreement between Owner and Architect dated the day of February in the year Two thousand twenty-one
(In words, indicate day, month, and year.)

form a Service Agreement.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document provides the Architect's scope of services for the Service Order only and is intended to be used with AIA Document B121™–2018, Standard Form of Master Agreement Between Owner and Architect

Init.

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User Notes:

(877415748)

The Owner and Architect agree as follows.
TABLE OF ARTICLES

- 1 INITIAL INFORMATION
- 2 SERVICES UNDER THIS SERVICE ORDER
- 3 COST OF WORK
- 4 COMPENSATION
- 5 INSURANCE
- 6 PARTY REPRESENTATIVES
- 7 ATTACHMENTS AND EXHIBITS

ARTICLE 1 INITIAL INFORMATION

1.1 This Service Order and Service Agreement is based on the Initial Information set forth below.
(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

(Paragraphs deleted)

§ 1.1.1 The Owner's City Hall and Fire Station Program:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

Owners Program documents as listed in Article 7.1.3.

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

Project consists of two new building projects for the City of Lake City. The first, City Hall, is located in an approximately 2-acre vacant lot northeast of the intersection of NW Franklin Street and North Marion Avenue. The building will be approximately 16,000 square feet and shall fit into the aesthetic nature of the community. The construction type has not yet been defined and will be explored in the first phase of the project. The total project budget for the City Hall is \$4 million.

The Second, Fire Station, is located at 383 NW Hall of Fame Drive. The Fire Station will be approximately 6,300 square feet and is assumed to consist of pre-engineered metal building systems, with a total project budget of \$1.7 million.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Article 3.:

(Provide total and, if known, a line item breakdown.)

Fire Station \$1.7 Million (initial budget); City Hall \$4 Million (initial budget)

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

- .1 Design phase milestone dates, if any:

Init.

Fire Station Bid Documents - April 1, 2021 (planned)
City Hall Bid Documents – May 17, 2021 (planned)

.2 Construction commencement date:

Fire Station - May 18, 2021 (planned)
City Hall - July 20, 2021 (planned)

.3 Substantial Completion date or dates:

Fire Station - November 1, 2021 (planned)
City Hall – July 2022 (planned)

.4 Other milestone dates:

TBD

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Architect to procure Design Builder by utilizing a design and construction criteria package as Basis of Scope of Work with concurrence of the City.

§ 1.1.9 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

1. Mechanical, Electrical, Plumbing Engineer:

Promus
4245 Land Road
Ball Ground, GA 30107

§ 1.1.11.2 Consultants retained under Supplemental Services:

GeoView – GeoPhysical Investigation
GeoView Inc., 4610 Central Avenue, St. Petersburg, FL 33711

Cal-Tech – Geotechnical Engineer
Cal-Tech Testing, Inc., PO Box 1625, Lake City, FL 32056

McMillen – Survey
McMillen Surveying Inc., 444 Northeast Main St., Williston, FL 32696

§ 1.1.12 Other Initial Information on which the Agreement is based:

N/A

Init.

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 SERVICES UNDER THIS SERVICE ORDER

§ 2.1 The Architect's Services under this Service Order are described below or in an exhibit to this Service Order, such as a Scope of Architect's Services document.

§ 2.1.1 Basic Services

(Describe below the Basic Services the Architect shall provide pursuant to this Service Order or state whether the services are described in documentation attached to this Service Order.)

Refer to attached Fee Schedule and Section 4.1.1.

§ 2.1.2 Additional Services

(Describe below the Additional Services the Architect shall provide pursuant to this Service Order or state whether the services are described in documentation attached to this Service Order.)

New service order will be provided for additional services.

ARTICLE 3 COST OF THE WORK

§ 3.1

(Paragraphs deleted)

For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 3.2 The Owner's budget for the Cost of the Work is provided in Initial Information. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

Init.

§ 3.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Bridging Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate.

§ 3.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Bridging Contract Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable Bridging Contract Documents market.

§ 3.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 3.6 If the Owner's budget for the Cost of the Work at the conclusion of the Bridging Contract Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 3.7 If the Owner chooses to proceed under Section 3.6.4, the Architect shall modify the Bridging Contract Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Bridging Contract Documents Phase Services, or the budget as adjusted under Section 3.6.1. If the Owner requires the Architect to modify the Bridging Contract Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 4; otherwise the Architect's services for modifying the Bridging Contract Documents shall be without additional compensation. In any event, the Architect's modification of the Bridging Contract Documents shall be the limit of the Architect's responsibility under this Article 3.

ARTICLE 4 COMPENSATION

§ 4.1 For Basic Services described under Section 2.1.1, the Owner shall compensate the Architect as follows:

- .1 **Stipulated Sum**
(Paragraphs deleted)
- **\$248,940 refer to attached fee schedule**

§ 4.2 For Additional Services described under Section 2.1.2 or in the Master Agreement, the Architect shall be compensated in accordance with the Master Agreement unless otherwise set forth below:
(Insert amount of, or basis for, compensation if other than as set forth in the Master Agreement. Where the basis of compensation is set forth in an exhibit to this Service Order, such as a Scope of Architect's Services document, list the exhibit below.)

New service order will be provided for additional services.

§ 4.3 For Reimbursable Expenses described in the Master Agreement, the Architect shall be compensated in accordance with the Master Agreement unless otherwise set forth below:
(Insert amount of, or basis for, compensation if other than as set forth in the Master Agreement. Where the basis of compensation is set forth in an exhibit to this Service Order, such as a Scope of Architect's Services document, list the exhibit below.)

N/A

Init.

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User Notes:

(877415748)

(Paragraph deleted)

ARTICLE 5 INSURANCE

§ 5.1 Insurance shall be in accordance with section 3.3 of the Master Agreement, except as indicated below:

(Insert any insurance requirements that differ from those stated in the Master Agreement, such as coverage types, coverage limits, and durations for professional liability or other coverages.)

Refer to Master Agreement

§ 5.2 In addition to insurance requirements in the Master Agreement, the Architect shall carry the following types of insurance.

(List below any other insurance coverage to be provided by the Architect, not otherwise set forth in the Master Agreement, and any applicable limits.)

Coverage	Limits
N/A	N/A

ARTICLE 6 PARTY REPRESENTATIVES

§ 6.1 The Owner identifies the following representative in accordance with Section 1.4.1 of the Master Agreement:

(List name, address, and other information.)

Director of Safety / Risk Management
City of Lake City
205 N., Marion Avenue
Lake City, FL 32055

§ 6.2 The Architect identifies the following representative in accordance with Section 1.5.1 of the Master Agreement:

(List name, address, and other information.)

Passero Associates, LLC
Andrew M. Holesko, CM, MBA
Chief Executive Officer, Sr. Planner
4730 Casa Cola Way
Suite 200
St. Augustine, FL 32095

ARTICLE 7 ATTACHMENTS AND EXHIBITS

§ 7.1 The following attachments and exhibits, if any, are incorporated herein by reference:

- .1 AIA Document, B121™-2018, Standard Form of Master Agreement Between Owner and Architect for Services provided under multiple Service Orders;
- .2 Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement.)

Fee Schedule
Project Sketch – City Hall
Project Sketch – Fire Station

- .3 Other documents:
(List other documents, if any, including additional scopes of service forming part of this Service Order.)

City Hall Feasibility Study by Brame Heuk Architects Inc. dated September 13, 2019
Fire Station Feasibility Study by Brame Heuk Architects Inc. dated September 13, 2019.

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User Notes:

(877415748)

This Service Order entered into as of the day and year first written above.

OWNER *(Signature)*

Mayor

Attest

City Clerk

City Attorney

ARCHITECT *(Signature)*

Andrew M. Holesko, CM, MBA
Chief Executive Officer, Sr. Planner

Init.

/

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7

Additions and Deletions Report for AIA® Document B221™ – 2018

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 13:23:26 ET on 02/04/2021.

PAGE 1

SERVICE ORDER number made as of the February day of in the year Two thousand twenty-one

...

City of Lake City
205 North Marion Avenue
Lake City, FL 32055

Phone: 386-719-5768

...

(Name, legal status, address, and other information)

Passero Associates
4730 Casa Cola Way
Suite 200
St. Augustine, FL 32095
904.757.6106

...

Owner's Representative – Phase 1 (Architectural/engineering Design Services)

Project consists of two new building projects for the City of Lake City. The first, City Hall, is located in an approximately 2-acre vacant lot northeast of the intersection of NW Franklin Street and North Marion Avenue. The building will be approximately 16,000 square feet and shall fit into the aesthetic nature of the community. The construction type has not yet been defined and will be explored in the first phase of the project. The total project budget for the City Hall is \$4 million.

The Second, Fire Station, is located at 383 NW Hall of Fame Drive. The Fire Station will be approximately 6,300 square feet and is assumed to consist of pre-engineered metal building systems, with a total project budget of \$1.7 million.

...

This Service Order, together with the Master Agreement between Owner and Architect dated the day of February in the year Two thousand twenty-one

PAGE 2

The Owner and Architect agree as follows.

...

3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETIONCOST OF WORK

...

1.1 This Service Order and Service Agreement is based on the Initial Information set forth below.
(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1 Unless otherwise provided in an exhibit to this Service Order, this Service Order and the Service Agreement are based on the Initial Information set forth below:
(State below details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget and schedule, anticipated procurement method, Owner's Sustainable Objective, and other information relevant to the Project.)

§ 1.1.1 The Owner's City Hall and Fire Station Program:
(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

Owners Program documents as listed in Article 7.1.3.

§ 1.1.2 The Project's physical characteristics:
(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

Project consists of two new building projects for the City of Lake City. The first, City Hall, is located in an approximately 2-acre vacant lot northeast of the intersection of NW Franklin Street and North Marion Avenue. The building will be approximately 16,000 square feet and shall fit into the aesthetic nature of the community. The construction type has not yet been defined and will be explored in the first phase of the project. The total project budget for the City Hall is \$4 million.

The Second, Fire Station, is located at 383 NW Hall of Fame Drive. The Fire Station will be approximately 6,300 square feet and is assumed to consist of pre-engineered metal building systems, with a total project budget of \$1.7 million.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Article 3.:
(Provide total and, if known, a line item breakdown.)

Fire Station \$1.7 Million (initial budget); City Hall \$4 Million (initial budget)

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

Fire Station Bid Documents - April 1, 2021 (planned)
City Hall Bid Documents - May 17, 2021 (planned)

.2 Construction commencement date:

Fire Station - May 18, 2021 (planned)
City Hall - July 20, 2021 (planned)

.3 Substantial Completion date or dates:

Fire Station - November 1, 2021 (planned)
City Hall – July 2022 (planned)

.4 Other milestone dates:

TBD

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Architect to procure Design Builder by utilizing a design and construction criteria package as Basis of Scope of Work with concurrence of the City.

§ 1.1.9 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

1. Mechanical, Electrical, Plumbing Engineer:

Promus
4245 Land Road
Ball Ground, GA 30107

§ 1.1.11.2 Consultants retained under Supplemental Services:

GeoView – GeoPhysical Investigation
GeoView Inc., 4610 Central Avenue, St. Petersburg, FL 33711

Cal-Tech – Geotechnical Engineer
Cal-Tech Testing, Inc., PO Box 1625, Lake City, FL 32056

McMillen – Survey
McMillen Surveying Inc., 444 Northeast Main St., Williston, FL 32696

§ 1.1.12 Other Initial Information on which the Agreement is based:

N/A

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that ~~such information~~ the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the ~~schedule~~ Architect's services, schedule for the Architect's services, and the Architect's

compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

PAGE 4

Refer to attached Fee Schedule and Section 4.1.1.

...

New service order will be provided for additional services.

~~ARTICLE 3 — DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION~~

~~ARTICLE 3 COST OF THE WORK~~

~~§ 3.1 Unless otherwise provided in an exhibit to this Service Order, the Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:~~

~~.1 — Commencement of construction date:~~

~~.2 — Substantial Completion date:~~

For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 3.2 The Owner's budget for the Cost of the Work is provided in Initial Information. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 3.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Bridging Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or

similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate.

§ 3.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Bridging Contract Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable Bridging Contract Documents market.

§ 3.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 3.6 If the Owner's budget for the Cost of the Work at the conclusion of the Bridging Contract Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 3.7 If the Owner chooses to proceed under Section 3.6.4, the Architect shall modify the Bridging Contract Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Bridging Contract Documents Phase Services, or the budget as adjusted under Section 3.6.1. If the Owner requires the Architect to modify the Bridging Contract Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 4; otherwise the Architect's services for modifying the Bridging Contract Documents shall be without additional compensation. In any event, the Architect's modification of the Bridging Contract Documents shall be the limit of the Architect's responsibility under this Article 3.

PAGE 5

.1 Stipulated Sum
_____ (Insert amount)

.2 Percentage Basis
_____ (Insert percentage value)

_____ () % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 4.4.

.3 Other
_____ (Describe the method of compensation)

- \$248,940 refer to attached fee schedule

...

New service order will be provided for additional services.

...

N/A

§ 4.4 When compensation identified in Section 4.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent

~~budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.~~

PAGE 6

Refer to Master Agreement

...

N/A

N/A

...

Director of Safety / Risk Management
City of Lake City
205 N., Marion Avenue
Lake City, FL 32055

...

Passero Associates, LLC
Andrew M. Holesko, CM, MBA
Chief Executive Officer, Sr. Planner
4730 Casa Cola Way
Suite 200
St. Augustine, FL 32095

...

Fee Schedule
Project Sketch – City Hall
Project Sketch – Fire Station

...

City Hall Feasibility Study by Brame Heuk Architects Inc. dated September 13, 2019
Fire Station Feasibility Study by Brame Heuk Architects Inc. dated September 13, 2019.

PAGE 7

OWNER (Signature)

Mayor

Attest

City Clerk

OWNER (Signature)

(Printed name and title)

City Attorney

ARCHITECT (Signature)

Andrew M. Holesko, CM, MBA
Chief Executive Officer, Sr. Planner

ARCHITECT (Signature)

(Printed name, title, and license number, if required)

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Pete Wehner, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 13:23:26 ET on 02/04/2021 under Order No. 3729177776 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B221™ – 2018, Service Order for use with Master Agreement Between Owner and Architect, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

OWNER'S REPRESENTATIVE – PHASE 1 (ARCHITECTURAL/ENGINEERING DESIGN SERVICES)

PROPOSED NEW CITY HALL AND FIRE STATION

LAKE CITY, FLORIDA

FEE SCHEDULE

REV. FEBRUARY 4, 2020

SCOPE OF WORK FOR OWNER'S REPRESENTATIVE (ARCHITECTURAL/ENGINEERING DESIGN SERVICES)

Project consists of two new building projects for the City of Lake City. The first, City Hall, is located in an approximately 2-acre vacant lot northeast of the intersection of NW Franklin Street and North Marion Avenue. The building will be approximately 16,000 square feet and shall fit into the aesthetic nature of the community. The construction type has not yet been defined and will be explored in the first phase of the project. The total project budget for the City Hall is \$4 million.

The Second, Fire Station, is located at 383 North Marion Avenue NW Hall of Fame Drive. The Fire Station will be approximately 6,300 square feet and is assumed to consist of pre-engineered metal building systems, with a total project budget of \$1.7 million.

Refer to attached project sketches for preliminary design and site layouts for each building.

1.0 OWNER'S REPRESENTATIVE, ARCHITECTURAL DESIGN AND BRIDGING DOCUMENTS

1.1. Concept, Programming and Feasibility

- Programming Services, not included (provided by others), except as follows:
 - Review preliminary information (feasibility studies, schedule, project budget, etc.) provided by the Client for both projects.
 - Present preliminary evaluation of information provided and reach and understanding with the Owner regarding the requirements of the Project.

1.2. Schematic Design

Create Concept Design per owner provided information and available documentation.

- Conduct a client kick-off meeting.
- Research of applicable local and state building codes and regulations.
- Create Conceptual Drawings that reflect design objectives, and program requirements. These plans shall include:
 - Building Floor Plans (options and final).
 - Building Elevations (Façade Design).
- Revisions to original design based on client's input.

- Prepare preliminary Statement of Probable Cost estimate. (Contractor assistance as required for better cost estimation, by OTAK).
- Coordination of soils borings and Geotechnical Evaluation.
- Coordination of Geophysical Investigation.
- Meetings:
 - Weekly progress meetings.
 - Meeting to review conceptual drawings.
 - Final meeting to review revised project designs and solutions.

1.3. Bridging Contract Documents

The Architect shall provide Bridging Contract Documents based on the approved Schematic Drawings. These documents shall protect the design, quality and budget for the project. *The Design-Builder shall be responsible for Construction Documents (final drawings and specifications) and for conformance to Bridging Contract Documents, code and regulatory requirements.*

- The Bridging Contract Documents shall include Design Guide Illustrations (Drawings) that establish the scope, relationships, forms, size, and appearance of the Project by means of:
 - Floor and detailed plans.
 - Building Sections.
 - Detailed Building Elevations.
 - Typical Construction Details.
 - Door and Window Schedules.
 - Finish plans and schedules.
- The Bridging Contract Documents shall include Owner's Minimum Requirements (specifications) that identify major materials and systems and establish in general their quality levels.
- Provide an updated Statement of Probable Cost Estimate. (Contractor assistance as required for better cost estimation, by OTAK).
- Meetings:
 - Weekly progress meetings.
 - Final meeting to review Bridging Contract Documents prior to bidding.

SCOPE OF WORK FOR BUILDING ENGINEERING DESIGN SERVICES

2.0 MEP DESIGN SERVICES

2.1. HVAC, Plumbing and Fire Protection Design Services

- Kick-off meeting with Client and Architect to review Project requirements and design intention.
- Define Mechanical, Plumbing and Fire Protection requirements.
- Stipulate applicable codes and standards.
- Define Design Criteria and requirements for HVAC load calculations and design conditions.
- Define standards for materials and equipment to be used for ductwork, piping insulation, etc.
- Define HVAC system type.
- In consultation with the Architect, define minimum chase/plenum sizes and equipment room location and sizes.
- In consultation with the Architect, define preferred location for all ceiling grilles/louvers and devices.
- Define HVAC control systems.
- Define Testing, Adjusting and Balancing requirements.
- Define Plumbing Design Criteria requirements.
- Fully define Plumbing fixtures and viable accessories.
- Define standards for materials and equipment to be used for sanitary, domestic water and gas piping.
- Define Design Criteria and stipulate requirements to be used for Fire Protection Systems.
- Define standards for materials and equipment to be used for fire protection piping.
- Define Commissioning requirements (if required).
- Attendance at two (2) design review meetings (virtual).
- Provide Design Criteria in CSI format, as required.

2.2. Electrical Design Services

- Kick-off meeting with Client and Architect to review Project requirements and design intention.
- Stipulate minimum codes and standards.
- Define Design Criteria and requirements to be used for electrical load calculations and distribution equipment.
- In consultation with the Architect, define equipment room location and sizes.
- Define emergency power system requirements (if required).
- Define standards for materials and equipment to be used for lighting, receptacles, transformers, panels, switchgear, etc.
- In consultation with the Architect, define locations for general and special lighting except where general lighting foot candle levels are acceptable.
- Where lighting fixtures and systems are an integral part of the architectural design, lighting should be fully defined and illustrated.
- In consultation with the Architect, define locations for receptacles, switches and other devices.
- Stipulate requirements for Life Safety Systems.
- Define Commissioning requirements (if required).

- Attendance at two (2) design review meetings (virtual).
- Provide Design Criteria in CSI format, as required.

3.0 STRUCTURAL DESIGN SERVICES

3.1. Structural Design Services

- Kick-off meeting with Client and Architect to review Project requirements and design intention.
- Stipulate minimum codes and standards.
- Define Design Criteria and requirements to be used for structural systems.
- Provide conceptual structural consultation and preliminary structural member sizing as needed.
- Provide preliminary structural general notes and material specifications on drawings.
- Provide Design Criteria in CSI format, as required.
- Attendance at two (2) design review meetings.

SCOPE OF WORK FOR CIVIL ENGINEERING DESIGN SERVICES

4.0 CIVIL ENGINEERING DESIGN AND CONSTRUCTION DOCUMENTS

4.1. Schematic Design Services

- Research current zoning criteria and determine necessary approval process, permits and project timeline.
- Investigate available utilities and capacities relative to proposed use including site visits, meetings with clients, City Officials and utility permitting agencies.
- Review site physical conditions and its potential for effecting the proposed development (buffers, wetlands, flood plain, steep slopes, etc.).
- Review site accessibility.
- Prepare one Conceptual Plan based upon the above findings.

4.2. Bridging Contract Documents

- Prepare a 60% Site plan based upon conceptual site layout.
- Prepare a Utility Plan to indicate storm, sanitary, and water services to site facilities. Design includes and is limited to utilities available on-site. Our services include computations for water supply, sanitary system and storm sewers.
- Preparation of 60% Utility Profiles for utility installation and pavement surfaces.
- Prepare Cost Estimate.
- Preparation of a 60% Grading Plan/Erosion Control Plan. Design includes Earthwork estimate.
- Preparation of local and state forms to accompany applications to approval agencies, City and State as required. (preliminary only)
- City, County and State agency/municipality permits and approvals are not included within this fee.

5.0 LANDSCAPE DESIGN SERVICES

5.1. Landscape Design

- We will provide a 60% Landscape Design Plan in our plan set.

SCOPE OF WORK FOR BIDDING AND CONSTRUCTION PHASE SERVICES

6.0 BIDDING PHASE SERVICES

6.1. Bidding Phase Services (Design-Builder Solicitation)

- Bidding assistance including answering RFI questions and issuing clarifications, as required.
- One (1) pre-bid walk-thru with potential bidders (Design-Builder).
- Preparation and distribution of bid addenda as needed.
- Preparation of Bid Results.
- Review of bidder proposals for compliance with the minimum requirements of the solicitation.
- Distribute copies of the proposals to the evaluators.
- Interviews with low bidders and record proceedings.
- Recommendation to City to award through a final report and presentation to the City.
- Assist the City and the award recipient with completing and executing the design-build contracts, including the development of the basis of design-documents, the guaranteed maximum pricing (GMP) exhibit, if applicable, and the clarification and documentation of appropriate sections of the design-builders proposal, if necessary.
- The bidding phase will be considered complete upon the execution of the design-build contract by the parties or by the cessation of negotiations by the parties, unless the parties decide to establish the GMP after execution of the design-build contract, in which case the Owner's Representative will assist the City in reviewing and negotiating the design-builders GMP proposal.

7.0 OWNER'S REPRESENTATIVE SERVICES (PHASE 2), DURING CONSTRUCTION (NOT INCLUDED, TO BE NEGOTIATED AT A LATER DATE)

SCOPE OF WORK FOR SUPPLEMENTAL SERVICES

8.0 SITE INVESTIGATIONS AND COORDINATION

8.1. Subsurface Investigation (Geotechnical Investigation)

- Geotechnical site investigation will be conducted in the areas of proposed fire station, city hall and associated parking and stormwater management facility(ies). An associated geotechnical report shall be provided to the client.

8.2. Subsurface Investigation (Geophysical Investigation)

- A geophysical investigation will be conducted using ground penetrating radar and time domain electromagnetics. The purpose of the survey is to identify metallic and non-metallic buried objects at the project sites. An associated report shall be provided to the client.

9.0 SURVEYING SERVICES

9.1. Boundary Survey:

- We will conduct an updated survey of the site for the purpose of creating a new boundary map.

9.2. Topographic Survey:

- We will conduct a topographic survey of the development area and include detailed survey information of utility connection areas.
- Miscellaneous Survey:
We will prepare closure calculations, review abstract (client provided) and prepare legal description for easements.

CONTRACT ASSUMPTIONS AND EXCLUSIONS

10.0 ASSUMPTIONS

10.1. Schedule (also see attached schedule) and Key Tasks/Milestones

- Programming Review: December 1-December 9, 2020.
 - Approved Program.
- Schematic Design: December 7-December 23, 2020.
 - Approved Concept Design.
- Bridging Documents: December 23, 2020 – January 29, 2021.
 - Approved Bridging Documents.
 - Approved Design Criteria.
- Procurement (Bidding): February 1 – March 15, 2021.
 - Recommendation to Award by March 8, 2021.
 - Commission Contractor Approval by March 15, 2021.
- Construction (Fire Station): March 16 – November 1, 2021.
 - Certificate of Occupancy by November 1, 2021.
- Construction (City Hall): March 16, 2021 – July 1, 2022.
 - Certificate of Occupancy by July 1, 2022.

11.0 CONTRACT EXCLUSIONS

Below we have listed services that are excluded from those provided in our Basic Owner's Representative Services. If during the review process, any of these additional services are required, we will work with you to identify the associated costs.

- Any item not explicitly outlined herein.
- Environmental Testing and Auditing.
- Special Inspections and Construction Testing. Special Inspections Services provided includes only the preparation of the initial statement of Special Inspections and Construction Testing that the project might be required to undertake.
- Commissioning Services.
- Interior design services including Furniture Selection or Coordination.
- Post-Construction Record Documents, unless otherwise included.
- LEED Certification and Approval Process unless otherwise specified herein.
- Payment of Any Utility Fees, County Health Department Fees, permit fees and/or any Other Utility Company Fees Related to Work Designed, Service Upgrades, and Reports.
- City, County and State agency/municipality permits and approvals.
- HVAC:
 - Selection, layout, and specification of other mechanical systems that are not included in the Scope of Work above.
- Plumbing

- Selection, layout, and specification of other plumbing systems that are not included in the Scope of Work above.
- Site utility design and engineering is provided under separate contract or by others.
- It is assumed that there is sufficient water pressure available to serve the required domestic water system. The design and specification of a booster pump system is not included.
- Fire Protection
 - Selection, layout, and specification of other fire protection systems that are not included in the Scope of Work above.
 - It is assumed that there is sufficient water pressure available to serve the required fire protection system. The design and specification of a fire pump/booster system is not included.
 - Hydraulic calculations are by eventual fire protection contractor.
- Electrical
 - Selection, layout, and specification of electrical systems that are not included in the Scope of Work above, including (but not limited to) the selection, layout, and specification of sound systems, paging systems, security systems, telephone-data equipment, and emergency power/generator systems.
 - Site electric utility design and engineering is provided under separate contract or by others.

FEE SCHEDULE SUMMARY**1.0 OWNER'S REPRESENTATIVE AND ARCHITECTURAL DESIGN SERVICES**

Schematic Design Documents.....	\$35,250
Bidding Contract Documents	\$95,750
Summary of Architectural Design Fees	\$131,000

2.0-5.0 BUILDING ENGINEERING DESIGN SERVICES

HVAC, Plumbing, Fire Protection, Electrical Design Services	\$26,000
Structural Design Services	\$25,000
Civil Engineering Design Services	\$30,000
Landscape Design Services	Included in Civil Design Fee
Summary of Building Engineering Design Fees	\$81,000

6.0-7.0 BIDDING AND CONSTRUCTION PHASE SERVICES

Bidding and Contract Services	\$15,000
Construction Phase Services	Future, Not Included in this Authorization
Summary of Bidding and Construction Phase Services Fees	\$15,000

TOTAL OWNER'S REPRESENTATIVE AND DESIGN SERVICES FEE..... \$227,000

8.0-9.0 SUPPLEMENTAL SERVICES

Geotechnical Investigation	\$5,600
Geophysical Investigation	\$6,700
Survey	\$9,640
Summary of Supplemental Services Fees	\$21,940

TOTAL OWNER'S REP, DESIGN AND SUPPLEMENTAL SERVICE FEE..... \$248,940

REIMBURSABLE EXPENSE ESTIMATE

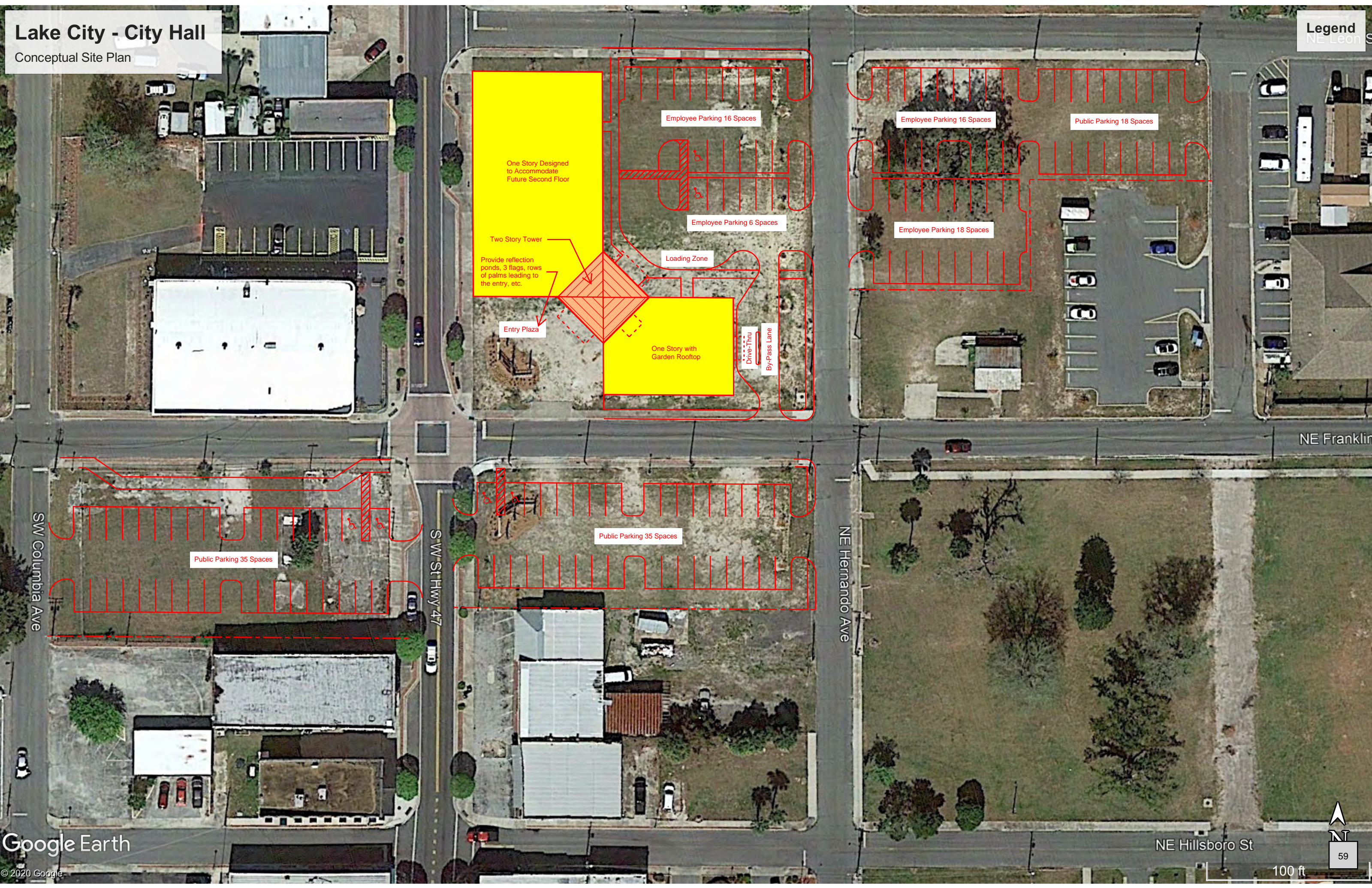
Printing, copying, and miscellaneous expenses	Included in Design Service Fee
---	--------------------------------



Lake City - City Hall

Conceptual Site Plan

Legend
NE Leon St



Passero Associates

Schedule Updated: 12/1/2020

Assumptions:
1. Passero associates will review program with Owner to confirm project goals and objectives are met. Note: schedule assumes program (provided by others) is complete and accurate. Above schedule assumes programming is complete and will not be revisited.
2. Permitting and final construction schedule is the responsibility of the Design-Build Contractor.
3. Above design phase schedule assumes weekly review with City Decision makers and Approval of design deliverables, no later than, end date listed per phase (Schematic Design and Bridging Documents).
4. Construction end date represents anticipated certificate of occupancy.



NEW CITY HALL PROJECT FEASIBILITY



DRAFT/ REVIEW
SUBMITTED TO CITY OF LAKE CITY:

September 13, 2019





Brame Heck Architects Inc.		Architecture
Gmuer Engineering, Inc.		Civil Engineering
H2 Engineering		Mechanical, Electrical, Plumbing & Fire Protection



ADDRESS

606 N.E. First Street
Gainesville, FL 32601
United States

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P | 352.372.0425

ONLINE

www.brameheck.com
E | info@brameheck.com

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OVERVIEW

Brame Heck Architects is pleased to present this programming needs and preliminary design analysis for a new City Hall for the City of Lake City, FL. This study includes information we have collected about the space requirements of nine county departments that will be co-located in this building. We gathered information about each space, or group of spaces including the sizes, adjacencies, and requirements such as security, public access, lighting, views, and commonly utilized areas. We worked from the specific internal requirements, organizing our study by department, and then studied how departments would be organized and integrated together. We prepared diagrams to envision how departments fit together in plan, and generated several different siting options on two different sites. Project Site 1 is roughly located in at the southeast corner of N Marion Avenue and NE Leon Street, and Project 2 is located at the southeast corner of NE Hernando Avenue and NE Veterans Street. Finally, we prepared a budget analysis for the preferred siting option. Our goal is to analyze the project not only in terms of first cost / construction budget, but also in terms of logistics, operational considerations, usability for staff and convenience to the public.

PROCESS | DATA GATHERING

Our first step toward completing the space needs analysis was to obtain input from the department staff members that would be relocated to the new building. This was done first by preparing and distributing a questionnaire for staff to complete and following up with a series of brief interviews with department heads. We included questions about current staffing needs and projected future staffing needs. We asked about needs for different space types such as private offices, open office, work space, conference areas, storage, break rooms, and reception areas. We also asked specific questions about requirements for public access, security needs, office equipment, and space/function adjacencies. We then compiled the information, and tabulated the square footage requirements for each department. This constitutes the **program** for the project. We attempted to provide a conservative “space budget”, and would anticipate the program requirements could be refined going forward with a schematic design phase with the goal of increased efficiency in the plan, while maintaining all the departmental use requirements, operational efficiencies, and aesthetic goals.

PROCESS | SPACE ANALYSIS

Using the program quantities, we prepared several diagrams of the space needs data to study each group in terms of their requirements for regular (or periodic) public access, the volume of public access required, security, storage, and other needs. For example, Customer Service requires regular daily access by the public; sometimes their volume can be quite high – around 80+ visitors in one day. Information Technology requires a loading area with adjacent storage and no public access. Other departments such as Administration and City Council require easy public access to meetings with staff offices. City Council wishes to have a secure waiting area that allows for a somewhat more restricted access into the offices. These areas need to be located on the first level with relatively easy access to the public.

The Procurement department requires semi-regular public access and office use in order to hold pre-bid and committee meeting, while departments that receive fewer in-office visits from the public include Human Resources, Risk management, City Manager's Office, Growth Management, and Finance. Public interaction with these departments generally occurs within their department, and we felt that these departments could be located on a second level above the street with more restricted access to the public.

Generally, within each department there are concerns about public access that are necessarily tempered by concerns about security, the handling of private data, etc. In addition, the organization of each department as an individual unit must be weighed against the need for spatial efficiency and economy. In our study, we have preliminarily grouped departments based on these concerns, looking for efficiency of shared building resources such as break areas, restrooms, conference spaces, and so forth. It should be emphasized that we have not generated building plans at this point. The design portion of this study is preliminary, and we would endeavor to find additional efficiencies in the plan as we go forward with schematic design.

PROCESS | SITE STUDIES

Once we had a basic understanding of the space needs of individual departments, we proceeded to arrange them on two different sites configuration. The first (and larger) site is bounded by Leon Street on the north, Marion Ave on the west, and extends across Franklin Street to encompass half the block to the south, and across Hernando Avenue to onto a portion of the block to the east. We looked at five different scenarios in planning this set of blocks. The first four scenarios limit the development to the single block bounded by Leon, Franklin, Hernando, and Marion. The fifth option crosses Franklin and utilizes part of the block to the south, envisioning a partial street closure. The southern site is bounded by Hernando Ave, NE Veterans Street, Lake Desoto Circle, and Madison Street. The buildable area on this block is significantly less than on the other site, and it is currently utilized for parking. The proposed building would fit on this site, and it is an option, although a change in zoning would be advised so setbacks can be modified to allow the building to be located closer to the street. In the end, from a planning standpoint, the site concept 1B is the preferred option, as it places the building on the corner of a main public street, and allows for parking and other access pints to the rear of the site. This also would allow for future development of the site to potentially cross the existing roads, and create additional public pedestrian spaces on the site.

PROCESS | BUILDING HARDENING

We were asked to look at including costs for making a hardened structure so the building would be occupiable in the event of a hurricane and the aftermath, as well as other emergency events. We are not assuming that this building would be a shelter, or an Emergency Operations Center, since the public safety building serves

that purpose for fire and police departments. However, this building would need to allow that certain government services would remain operational in an emergency situation. There are no overarching guidelines for this, other than how we treat the building envelope, providing a generator, and how Mechanical and electrical equipment is placed and deployed. The specific requirements would need to be outlined in detail by the city, so the design team can meet those requirements. However, in this report we have allowed for the following specific items:

- 1) The building envelope (roof, walls, windows, doors) would be resistant to debris impact. FEMA provides guidelines and cost data for addressing envelope, structural elements and opening protection amounting to an additional 5-7% of the overall building cost. When the basic wind speed is 140 mph. We added this as a line item in the budget section of this report.
- 2) The addition of a protected generator capable of supporting occupied spaces (not necessarily the whole building). Basic costs for a generator that would cover basic life safety (elevators and selected loads such as lighting) are included in the electrical section of the budget, while a premium for an upgraded generator (to support half the building, including HVAC systems) is included in the “generator” line item.
- 3) Upgrades to mechanical and electrical systems.

PROCESS | BUDGET ANALYSIS

We studied the preferred siting scenario in terms of budget. A detailed discussion of this analysis follows in the Cost Analysis section of this report.

DEPARTMENT

PERSONNEL



| ADMINISTRATION

- CITY MANAGER
- ASSISTANT CITY MANAGER
- SECRETARY
- GRANT AND SPECIAL EVENTS

| COUNCIL OFFICE

- CITY CLERK
- DEPUTY CITY CLERK
- RECORDS COORDINATOR
- CITY COUNCIL MEMBERS



| CUSTOMER SERVICE

- CUSTOMER SERVICE MANAGER
- CUSTOMER SERVICE COORDINATOR
- CUSTOMER SERVICE REPRESENTATIVES
- TAP AND IMPACT
- COLLECTIONS



| GROWTH MANAGEMENT

- DIRECTOR
- PERMIT TECHNICIAN
- BUSINESS LICENSING
- PLANNING AND ZONING

| HUMAN RESOURCES

- DIRECTOR
- GENERALIST
- CLERK



| INFORMATION TECHNOLOGY

- DIRECTOR
- ASSISTANT DIRECTOR
- TWO SYSTEM SPECIALIST
- TWO HELP DESK
- SECURITY SPECIALIST

| PROCUREMENT

- DIRECTOR
- COORDINATOR
- CLERK

SAFETY/RISK MANAGEMENT

- DIRECTOR

| FINANCE

- DIRECTOR
- ASSISTANT
- SENIOR ACCOUNTANTS



DEPARTMENT

NET AREA TOTALS

PERSONNEL

DEPARTMENT	CURRENT	FUTURE	SF
Administration	3	5	1036 SF
Council Office	5	5	3368 SF
Customer Service	10	13	1768 SF
Growth Management	5	7	856 SF
Human Resources	2	3	806 SF
Information Technology	5	8	2354 SF
Procurement Department	4	5	692 SF
Risk Management	1	2	400 SF
Finance	6	6	1470 SF

TOTAL | 12,750 NSF

Additional for MEP	6%	765 SF
Circulation	20%	2550 SF

TOTAL | 16,065 GSF

PRESENT DPT. | 3
 DPT. IN 5 YEARS | 5
 DPT. IN 10 YEARS | 5
 # IN OPEN OFFICE | 1
 PRIVATE OFFICES | 3

ADMINISTRATION JOSEPH HELFENBERGER

STAFFING POSITIONS

PRESENT:

1 City Manager- Dept. Head	1 office @ 260 SF	260 SF
2 Assistant City Manager	1 office @ 200 SF	200 SF
3 Secretary	1 office @ 150 SF	150 SF

FUTURE GROWTH:

Grant Administrator	1 office @ 150 SF	150 SF
Special Events Coordinator	1 office @ 150 SF	150 SF

SUBTOTAL 910 SF

SUPPORTING SPACES

File Room	1 - 8'x12'	96 SF
Coffee Area/Sink	1 - 5'x6'	30 SF

SUBTOTAL 126 SF

TOTAL 1036 NSF

PRESENT DPT. | 8
 DPT. IN 5 YEARS | 9
 DPT. IN 10 YEARS | 9
 # IN OPEN OFFICE | 1
 PRIVATE OFFICES | 3

COUNCIL OFFICE AUDREY SIKES

STAFFING POSITIONS

1 City Clerk - Dept Head	1 office @ 260 SF	260 SF
2 Deputy City Clerk	1 office @ 260 SF	260 SF
3 Records Coordinator	1 office @ 150 SF	150 SF
4 Mayor	1 shared office @ 200 SF	200 SF
5 City Council Member		
6 City Council Member		
7 City Council Member		
8 City Council Member		

FUTURE GROWTH:

Additional Records Coordinator Position included above

SUBTOTAL 870 SF

SUPPORTING SPACES

Vault / Clerk	1- 12'x24'	288 SF
Council Chamber	1- 40'x 50'	2000 SF
Record/File Storage Room(s)	1 - 14'x15'	210 SF

SUBTOTAL 2498 SF

TOTAL 3368 NSF

PRESENT DPT. | 10
DPT. IN 5 YEARS | 10
DPT. IN 10 YEARS | 12
IN OPEN OFFICE | 7
PRIVATE OFFICES | 5

CUSTOMER SERVICES KATRINA MEDEARIS

STAFFING POSITIONS

1 Customer Service Manager - Dept Head	1 office @ 260 SF	260 SF
2 Customer Service Coordinator	1 office @ 200 SF	200 SF
3 Tap and Impact Coordinator	1 office @ 150 SF	150 SF
4 Customer Service Collections	1 office @ 150 SF	150 SF
5 Customer Service Representative	1- 10'x8' cubicle w window	80 SF
6 Customer Service Representative	1- 10'x8' cubicle w window	80 SF
7 Customer Service Representative	1- 10'x8' cubicle w window	80 SF
8 Customer Service Representative	1- 10'x8' cubicle w window	80 SF
9 Customer Service Representative	1- 10'x8' cubicle w window	80 SF
10 Billing	1- 10'x8' cubicle	80 SF
FUTURE GROWTH:		
Collections	1 shared office @ 200 SF	200 SF
Tap and Impact		

SUBTOTAL **1440 SF**

SUPPORTING SPACES

Drive-Thru	1 - 16'x16'	256 SF
Closet/storage	1 - 6'x7'	42 SF
Coffee Area/Sink	1 - 5'x6'	30 SF

SUBTOTAL **328 SF**

TOTAL **1768 NSF**

PRESENT DPT. | 5
 DPT. IN 5 YEARS | 6
 DPT. IN 10 YEARS | 7
 # IN OPEN OFFICE | 2
 PRIVATE OFFICES | 1

GROWTH MANAGEMENT DAVID YOUNG

STAFFING POSITIONS

1 Director - Dept. Head	1 office @ 260 SF	260 SF
2 Permit Technician	1 - 10'x10' cubicle	100 SF
3 Business Liscensing/Code enforcement	1 - 10'x10' cubicle	100 SF
4 Planning + Zoning Administration	1 - 10'x10' cubicle	100 SF
FUTURE GROWTH:		
Administrative Assistant	1 - 10'x10' cubicle	100 SF
Building Inspector	1 - 10'x10' cubicle	100 SF
SUBTOTAL		760 SF

SUPPORTING SPACES

Plan Review Area	1 - 8'x12'	96 SF
SUBTOTAL		96 SF
TOTAL		856 NSF

PRESENT DPT. | 2
 DPT. IN 5 YEARS | 3
 DPT. IN 10 YEARS | 3
 # IN OPEN OFFICE | 0
 PRIVATE OFFICES | 2

HUMAN RESOURCES MICHELE GREENE

STAFFING POSITIONS

1 HR Director- Dept. Head	1 office @ 200 SF	200 SF
2 HR Generalist	1 office @ 150 SF	150 SF
FUTURE GROWTH:		
HR Clerk	1 office @ 150 SF	150 SF
SUBTOTAL		500 SF

SUPPORTING SPACES

Work Area	1 - 12'x14'	168 SF
File room	1 - 8'x12'	96 SF
Closet/Storage Room	1 - 6'x7'	42 SF
SUBTOTAL		306 SF
TOTAL		806 NSF

PRESENT DPT. | 5
 DPT. IN 5 YEARS | 7
 DPT. IN 10 YEARS | 8
 # IN OPEN OFFICE | 0
 PRIVATE OFFICES | 6

INFORMATION TECHNOLOGY

BRANDON SIVIK

PRESTON O'STEEN

STAFFING POSITIONS

1 Director	1 office @ 256 SF	256 SF
2 Assitant Director	1 office @ 256 SF	256 SF
3 Two System Specialist	1 office @ 120 SF	120 SF
4 Two Help Desk	1 office @ 120 SF	120 SF
5 Security Specialist	1 office @ 120 SF	120 SF
FUTURE GROWTH:		
Assitant Director	1 office @ 120 SF	120 SF
Application Specialist	1 office @ 120 SF	120 SF
Security Specialist	1 office @ 120 SF	120 SF

SUBTOTAL 1232 SF

SUPPORTING SPACES

Multi-Purpose Work/Loading Area	1- 16'x26'	416 SF
Storage Space	1- 16'x 16'	256 SF
Work/Bench Space	1- 15'X18'	270 SF
Server/Rack Room	1 - 10'x15'	150 SF
Coffee Area/Sink	1 - 5'x6'	30 SF

SUBTOTAL 1122 SF

TOTAL 2354 NSF

PRESENT DPT. | 4
 DPT. IN 5 YEARS | 5
 DPT. IN 10 YEARS | 5
 # IN OPEN OFFICE | 1
 PRIVATE OFFICES | 3

PROCUREMENT KAREN NELMES

STAFFING POSITIONS

1 Director of Procurement	1 office @ 200 SF	200 SF
2 Procurement Coordinator	1 office @ 150 SF	150 SF
3 Procurement Clerk	1 office @ 150 SF	150 SF
4 Warehouse member (out of office)		
FUTURE GROWTH:		
Procurement Analyst	1 office @ 150 SF	150 SF
SUBTOTAL		650 SF

SUPPORTING SPACES

Closet	1- 6'x 7'	42 SF
SUBTOTAL		42 SF
TOTAL		692 NSF

PRESENT DPT. | 1
DPT. IN 5 YEARS | 1
DPT. IN 10 YEARS | 2
IN OPEN OFFICE | 0
PRIVATE OFFICES | 2

SAFETY/RISK MANAGEMENT STEPHEN A.ROBERTS

STAFFING POSITIONS

1 Director	1 office @ 200 SF	200 SF
FUTURE GROWTH:		
Director-Second Position	1 office @ 200 SF	200 SF
SUBTOTAL		400 SF

SUPPORTING SPACES

SUBTOTAL		0 SF
TOTAL		400 NSF

PRESENT DPT. | 6
 DPT. IN 5 YEARS | 6
 DPT. IN 10 YEARS | 6
 # IN OPEN OFFICE | 0
 PRIVATE OFFICES | 6

FINANCE DONNA F. DUNCAN

STAFFING POSITIONS

1 Director of Finance	1 office @ 200 SF	260 SF
2 Assistant Finance Director	1 office @ 200 SF	200 SF
3 Senior Accountant	1 office @ 200 SF	200 SF
4 Senior Accountant	1 office @ 200 SF	200 SF
5 Senior Accountant	1 office @ 200 SF	200 SF
6 Accounting Clerk	1 office @ 200 SF	200 SF

SUBTOTAL 1260 SF

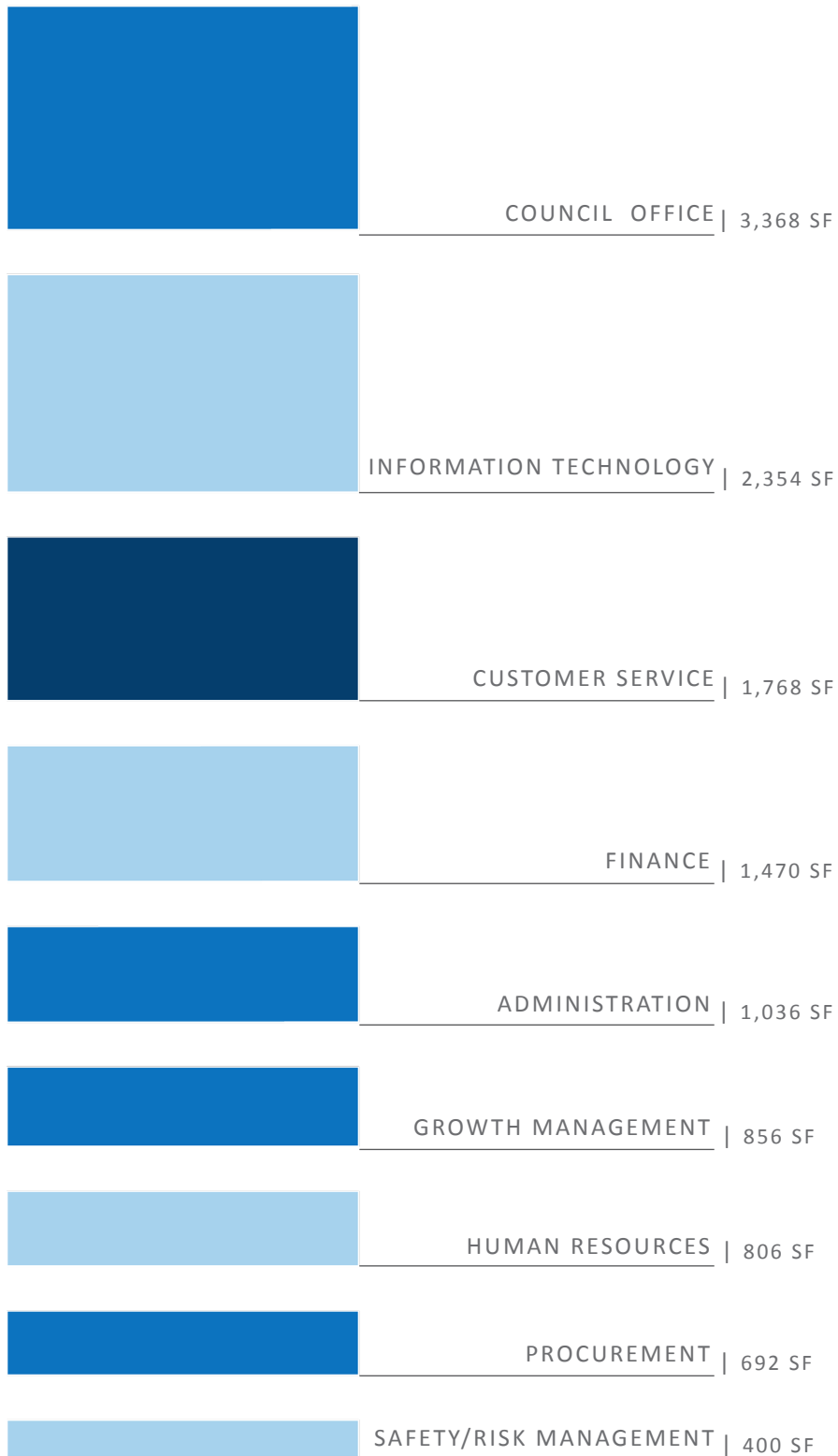
SUPPORTING SPACES

Work Area	1- 12'x 14'	168 SF
Closet/Storage	1- 6'x 7'	42 SF

SUBTOTAL 210 SF
 TOTAL 1470 NSF

DEPARTMENT

AREA DIAGRAM



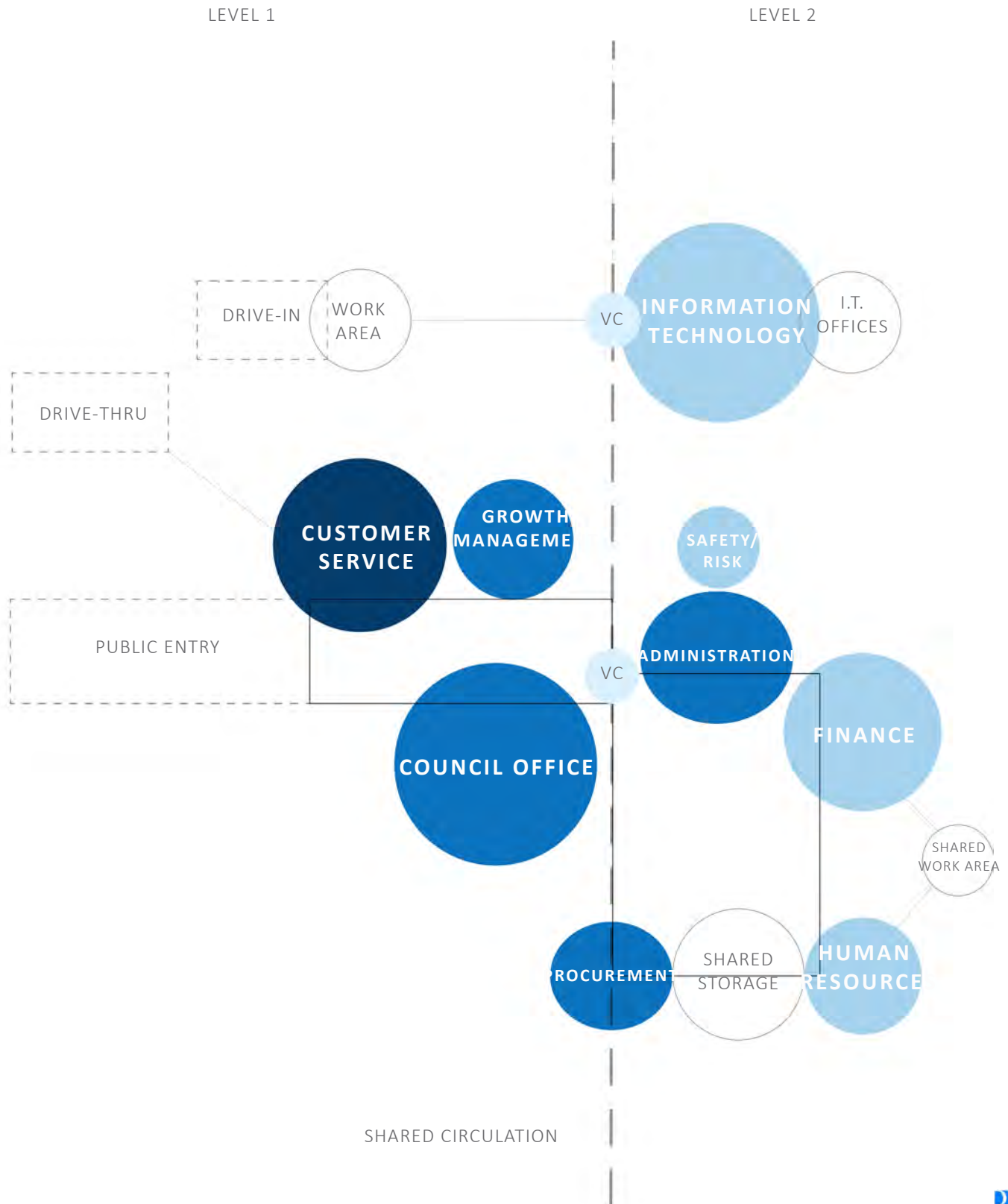
This diagram shows the relative space needs of each department, based on questionnaire responses, brief interviews of each department, and other research. The departments are organized by reported space needs and tagged with respective square footage totals. These totals include space for the staffing positions (department head, supervisor and clerk offices), supporting spaces (conference/break/storage rooms), and growth in the department, as well as circulation and MEP (Mechanical/Electrical/Plumbing) space.

ADJACENCY DIAGRAM

The Adjacency Diagram (also known as “Bubble Diagram”) helps to visualize the relationships between departments. The colors are keyed to degrees of public/private access, providing a method of organizing the overall complex. This diagram also identifies shared elements of the program and department separation needs (based on input from the departments.)

Based on the information gathered from surveys and interviews, we noted which departments could easily share resources. For example, the Customer Service department shares circulation with City Council, and Growth Management. These departments also require greater public access, so would be located near the first level public entry. The customer service department requires a drive through window as well. Information Technology claims space on both levels, with storage, receiving and a vehicle work area located in the first level, and offices and bench areas on the second level. Restrooms, conference rooms, and break rooms are shared between departments in both levels. Finance, Procurement, Human Resources, Administration, and Safety/Risk share circulation and common work spaces. Some conference rooms double as work rooms and training.

ADJACENCY DIAGRAM



OVERVIEW

These diagrams show space relationships within each department in greater detail, demonstrating private, semi-private, public, and shared spaces in a gradient of dark to light with yellow defining the shared spaces per department.

COMBINED GROUP (Level 2)

Includes the departments of Finance, Procurement, Human Resources, Administration, and Safety/Risk Management. The Diagram focuses on these as a group that can allow for shared common spaces between the departments. These spaces include file, conference, and storage rooms along with a break room.

CUSTOMER SERVICE

This department is arranged to wrap around the main lobby entrance. Six window/cubicles are placed towards the waiting area and private offices are positioned next to storage. Customer service representatives are able to move between cubicles and drive-thru window if needed.

COUNCIL OFFICE

The private clerk offices, which include the Mayor's office, are arranged around the edges of the council room to allow easier access in-between spaces. A reception area allows a secure waiting area where visitors can be directed to the appropriate clerk.

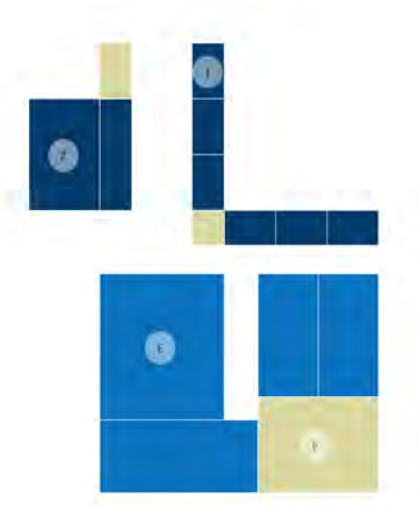
GROWTH MANAGEMENT

Growth Management is arranged in an open space plan with high walls cubicles for the director and specialists. Visitors will come in to the waiting area and be greeted by a staff member behind a counter. Additional supporting spaces include a plan review room and shared conference space for pre-planning and staff meetings.

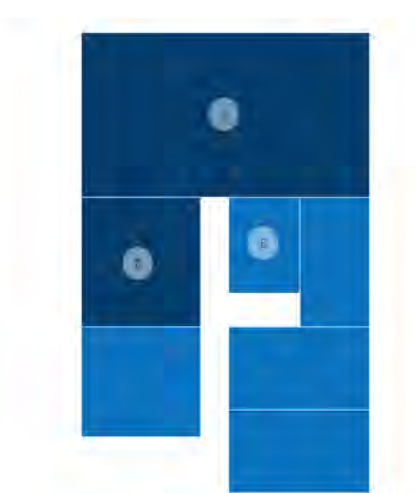
INDIVIDUAL DEPARTMENT
DIAGRAMS

1ST LEVEL

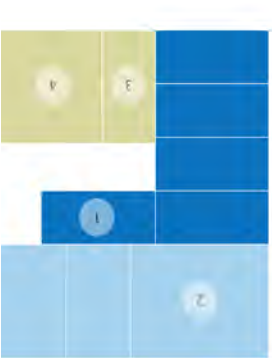
CUSTOMER SERVICE



COUNCIL OFFICE



GROWTH MANAGEMENT



COUNCIL OFFICE

- 1. COUNCIL ROOM
- 2. RECEPTION
- 3. CITY CLERK

CUSTOMER SERVICE

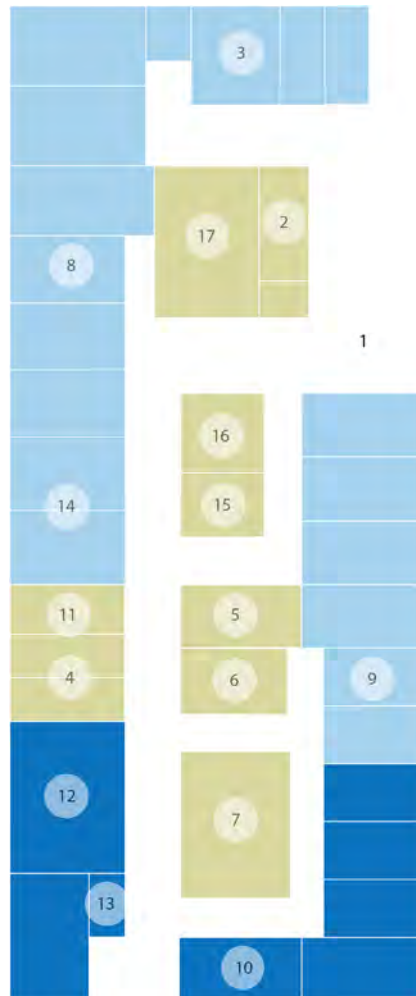
- 1. CUBICLES
- 2. DRIVE-THRU
- 3. CUSTOMER SERVICE OFFICES
- 4. STORAGE

GROWTH MANAGEMENT

- 1. RECEPTION/ASSISTANT
- 2. G.M. DIRECTOR
- 3. PLAN REVIEW
- 4. FILE ROOM



COMBINED 2ND LEVEL



- | | | |
|---------------------|--------------------|----------------------|
| 1. LOBBY | 8. FINANCE | 14. SAFETY/RISK |
| 2. STAIR | 9. HR | 15. FILE ROOM |
| 3. I.T. OFFICES | 10. PROCUREMENT | 16. FILE ROOM |
| 4. RESTROOMS | 11. STAIR | 17. LARGE CONFERENCE |
| 5. SMALL CONFERENCE | 12. ADMINISTRATION | |
| 6. WORK AREA | 13. STORAGE | |
| 7. BREAK | | |

INTRODUCTION

Lake City is exploring development options for two sites to host a New City Hall complex. The project sites are located in the urban core of Lake City, within a few blocks of the existing City Hall and the County Administration Complex. The majority of the surrounding properties are relatively small lots (half an acre or less) on gridded city blocks with a variety of existing public, institutional, and commercial uses. With several vacant and underutilized lots in the urban core of the City, this project presents an exciting opportunity to continue the redevelopment and revitalization of Lake City's downtown.

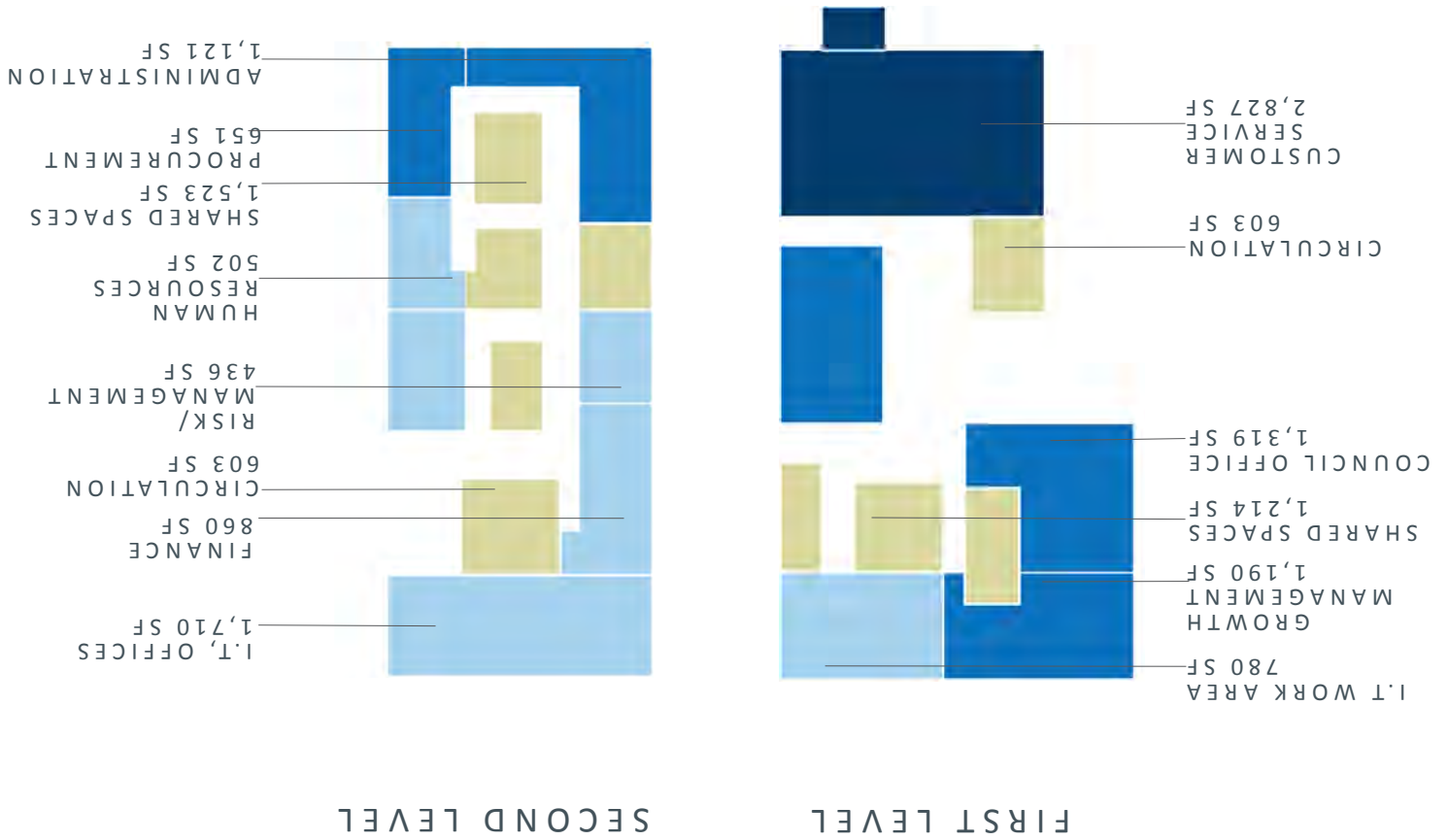
PROJECT SITE 1

Project Site 1 is currently vacant land owned by the Lake Share Hospital Authority. This is comprised of one full block, and two partial blocks located roughly at the southeast corner of N Marion Avenue (US 441) and NE Leon Street.

PROJECT SITE 2

Project Site 2 is currently developed as a surface parking lot owned by Lake City located at the southeast corner of NE Hernando Avenue and NE Veterans Street.

L S H A P E



PROJECT SITE 1

COMMERCIAL (C-CBD ZONE)

PARCELS:

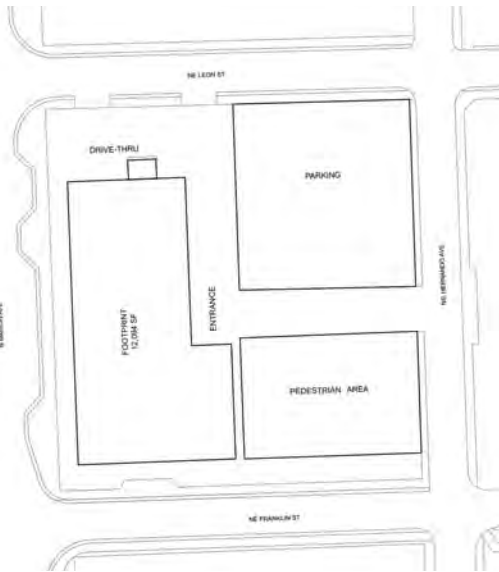
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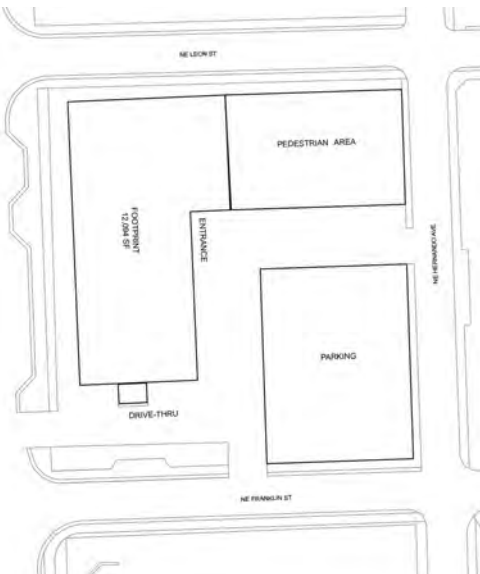
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OPTION 1A



OPTION 1B (PREFERRED)



PROJECT SITE 1

COMMERCIAL (C-CBD ZONE)

PARCELS:

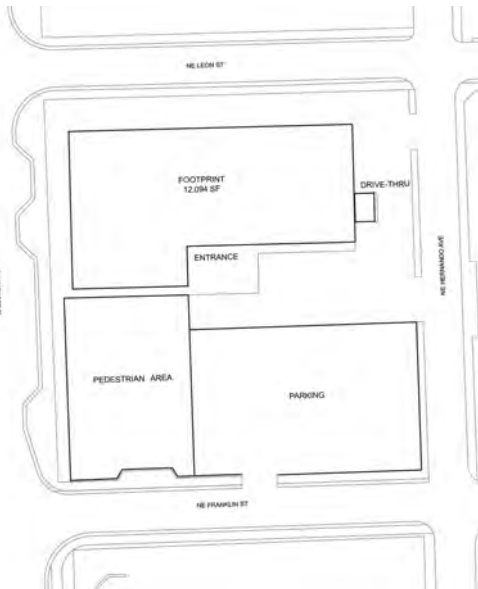
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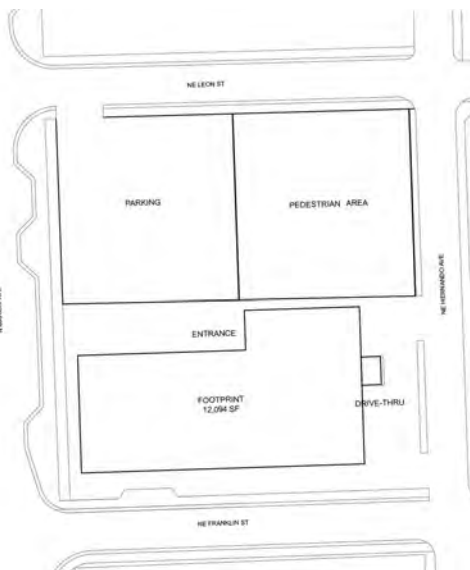
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OPTION 1C



OPTION 1D



PROJECT SITE 1

COMMERCIAL (C-CBD ZONE)

PARCELS:

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00-00-00-12017-000

00-00-00-12018-000

OPTION 1E



PROJECT SITE 2

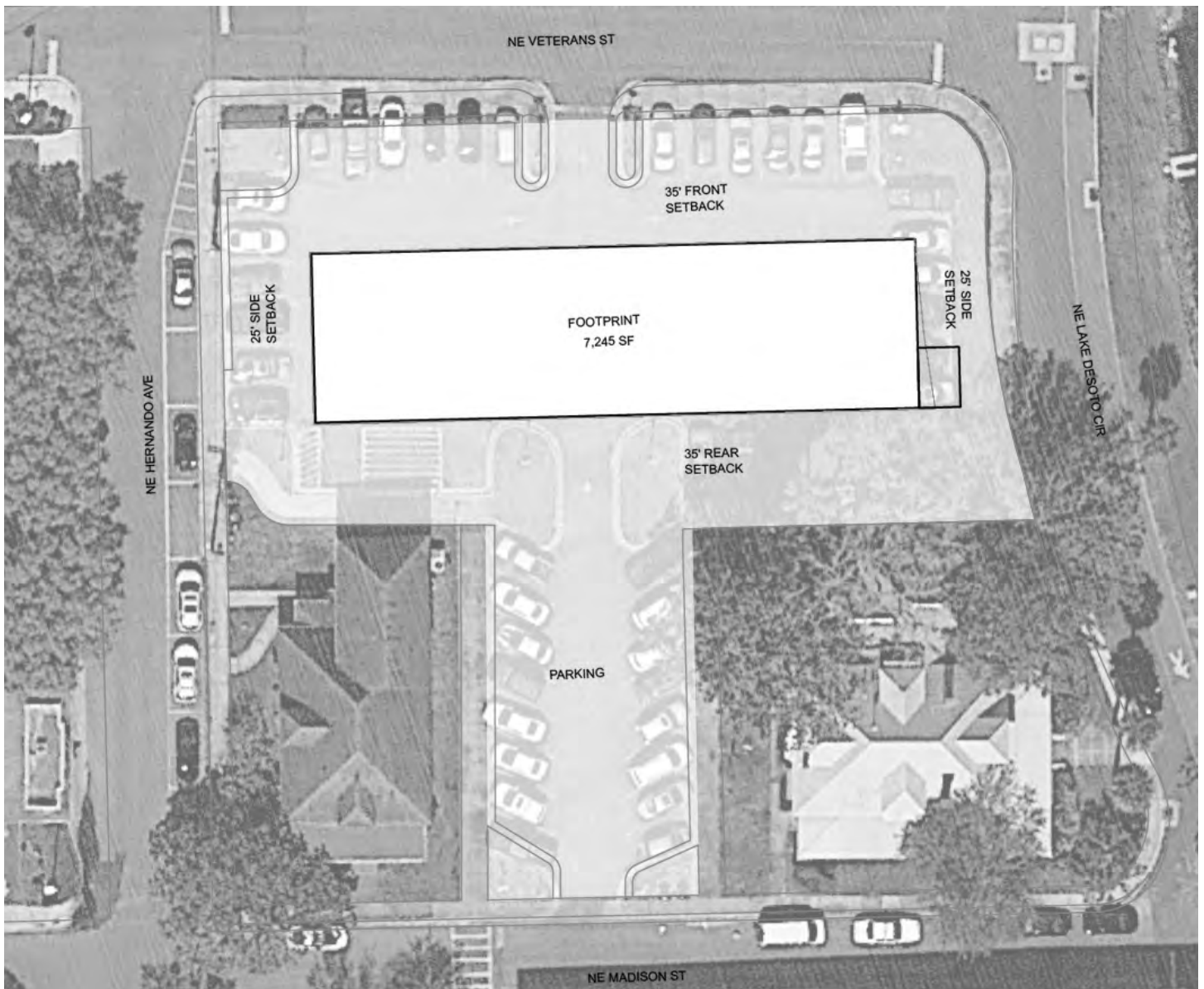
RESIDENTIAL MEDIUM DENSITY (RO)

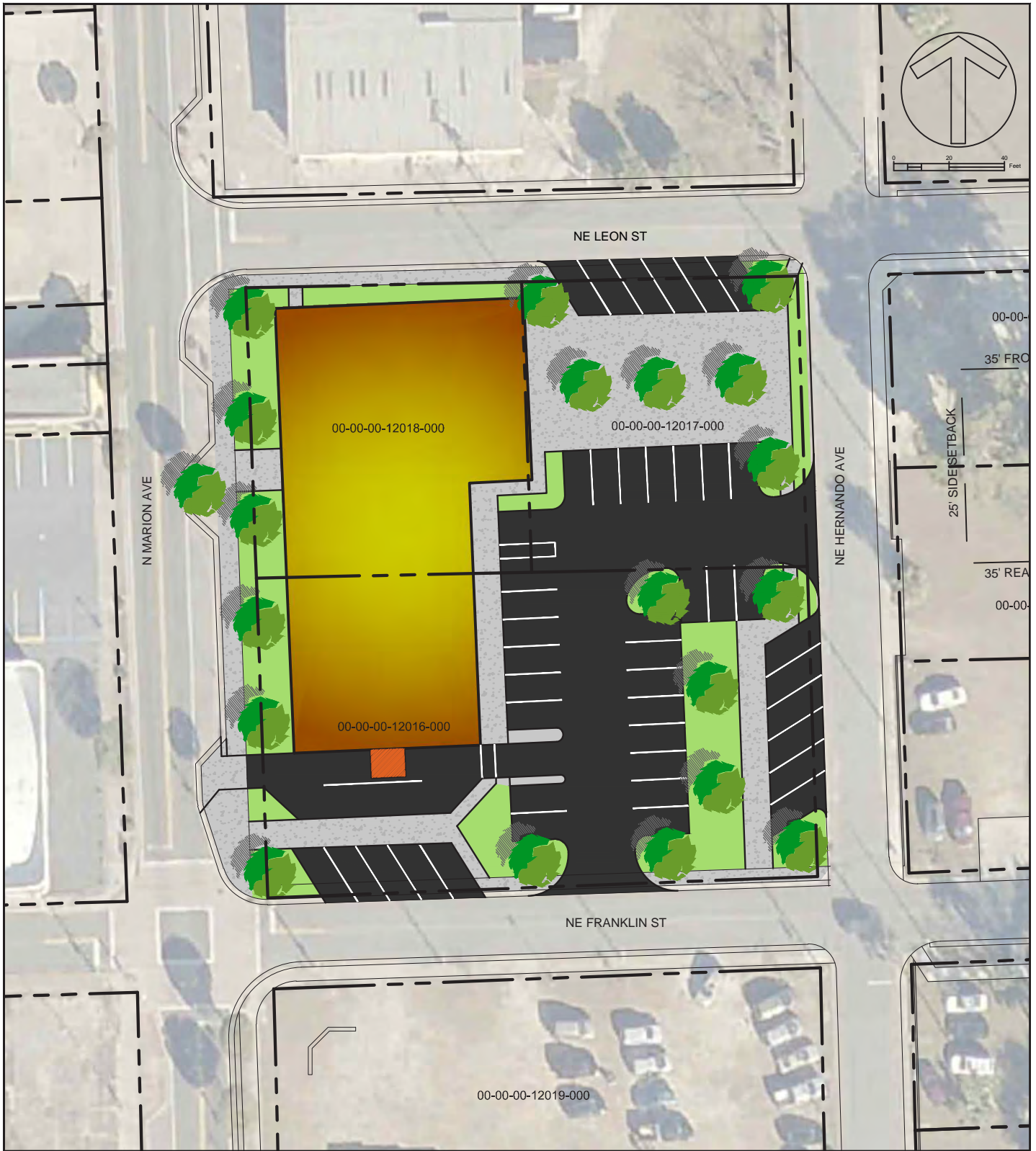
PARCELS:

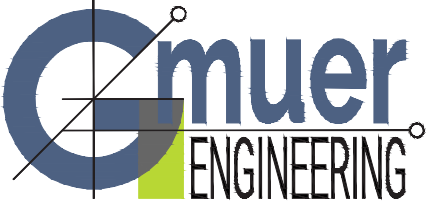
00-00-00-12663-000



OPTION 2





<p>CONCEPTUAL SITE PLAN</p> <p>1 OF 1</p>	<p>LAKE CITY NEW CITY HALL</p>	<p>CLIENT : BRAME HECK ARCHITECTS INC.</p> <p>DESIGN : C.A. GMUER, PE</p> <p>QUALITY CONTROL : C.A. GMUER, PE</p> <p>GEng PROJECT # 18-0079</p>	 <p>FL CA # 31533 gmuereng.com (352) 281-4928 2603 NW 13th ST, Box 314 Gainesville, FL 32609</p>
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PROJECT UNDERSTANDING

This document is a concept schematic narrative for a new 15,000 square feet, two story, City Hall Building for the City of Lake City as it relates to the proposed MPFE systems. The primary objective of this document is to outline feasible concepts and to present them in a form that results in client understanding and acceptance. To achieve this objective, the team must understand and verify the project program, explore alternative solutions, and provide a reasonable basis for further decision making by other stakeholders.

2. MECHANICAL SYSTEMS

2.1 HVAC SYSTEMS | MECHANICAL SYSTEMS

Space cooling and heating for this project is proposed to be provided by air cooled, direct expansion split system equipment with gas or electric/heat pump heating. Zoning will be based on similar use spaces, occupancy, and with the same or similar exterior exposure. Space or return air temperature and humidity sensors shall be provided. Each unique zone should have dedicated temperature controls (wall mounted thermostat). Room temperature controls should be equipped with occupancy sensors to set back space setpoints to periods of inoccupancy.

Three options for consideration are outlined in the following sections.

The estimated cooling load for this building is approximately 40 tons.

2.1.1 PACKAGED ROOFTOP UNITS

In this concept, the building would be conditioned with large rooftop packaged air conditioning units equipped with hot gas reheat for humidity control. One 40 ton or two 20 ton packaged roof top systems can serve the entire facility and zone temperature control can be as small as individual rooms although small spaces with similar use and exposure are often grouped together.

Unlike split-system units, all components of a complete heating and cooling system are contained in one location, making packaged units ideal for situations in which indoor and outdoor space is at a premium. No interior mechanical rooms or exterior equipment yards are required, but a flat roof must be provided, and duct chases are necessary. Large packaged rooftop units can treat the fresh air required for this application and a separate dedicated outdoor air system (DOAS) is not necessary for this concept.

2.1.2 SPLIT SYSTEMS WITH DEDICATED OUTDOOR AIR UNIT

This concept would employ several (six to ten) residential style split system heat pumps to condition the space. A single outdoor condensing unit is paired with a single indoor air handling unit establishing a temperature control zone usually from 1,000 to 2,000 square feet each. This is a traditional method in residential and light commercial applications. Unlike residential applications, and due to the higher occupant density and ventilation code requirements, a dedicated split or packaged dedicated outdoor air system (DOAS) would pre-cool and dehumidify all required fresh air that would then be ducted to each air handling unit. This concept would likely require two mechanical rooms on each floor to house approximately four (4) air handling units per floor. An exterior mechanical yard or flat roof area to locate several condensing units is also necessary.

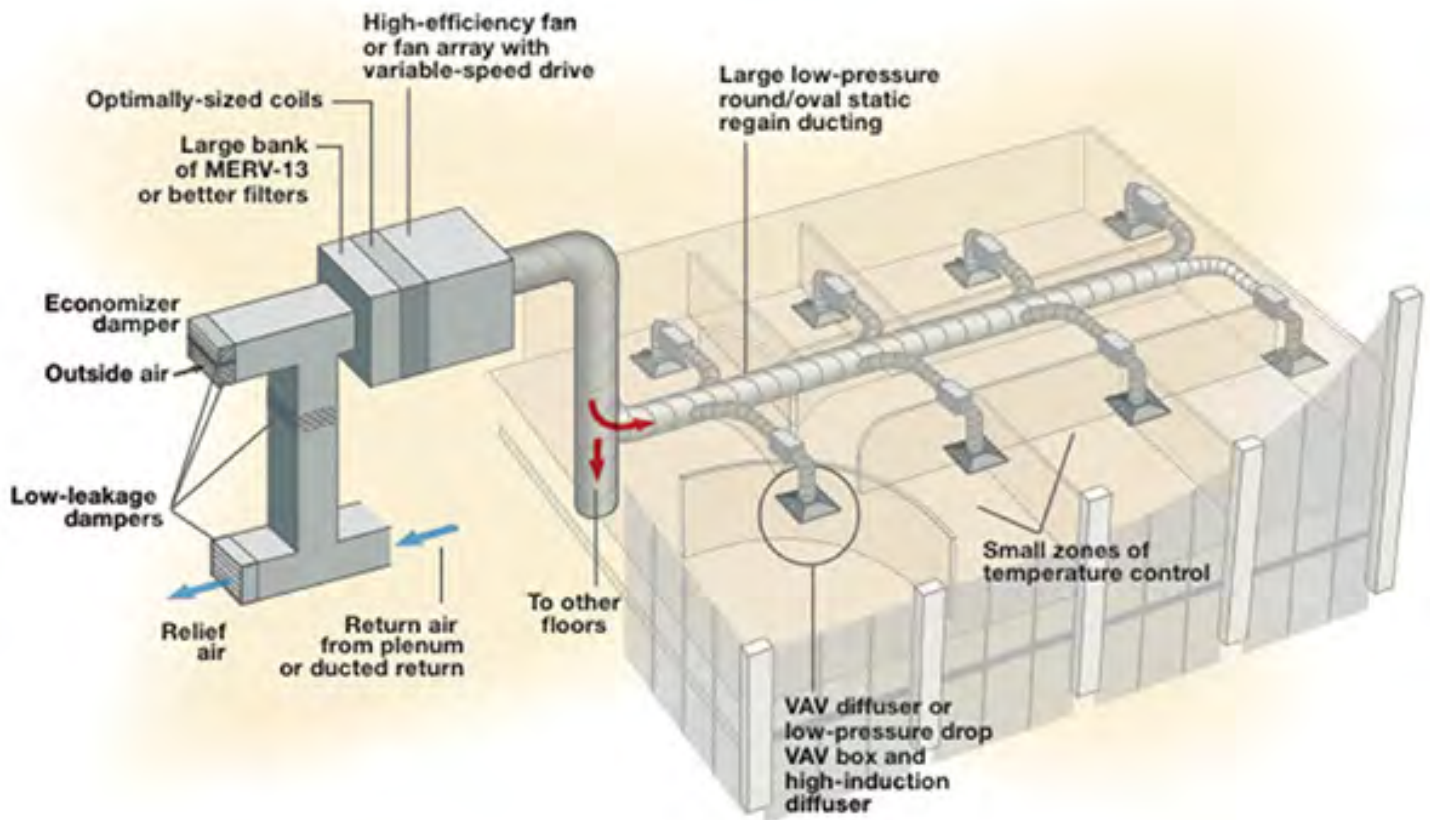


Figure 1 - Packaged rooftop VAV schematic.

2.1.3 VFR WITH DEDICATED OUTDOOR AIR UNIT

Like ductless minisplits, VRFs use refrigerant as the cooling and heating medium. Unlike traditional split system heat pumps, this refrigerant is processed by a single outdoor condensing unit and is circulated within the building to multiple indoor units. This would reduce the need for supply and return ductwork and provide a more granular option for zone temperature control when compared to the traditional split system heat pumps concept. Like the previous option, a split or packaged dedicated outdoor air unit (DOAS) would pre-cool and dehumidify all code required ventilation air that would then be ducted to each zone. This concept would likely require one mechanical room to house the DOAS air handling and an exterior mechanical yard to locate a few condensing units. Alternatively, the condensing units could be located on a flat roof along with a packaged DOAS unit. This concept is a more energy efficient option but comes with a price premium.

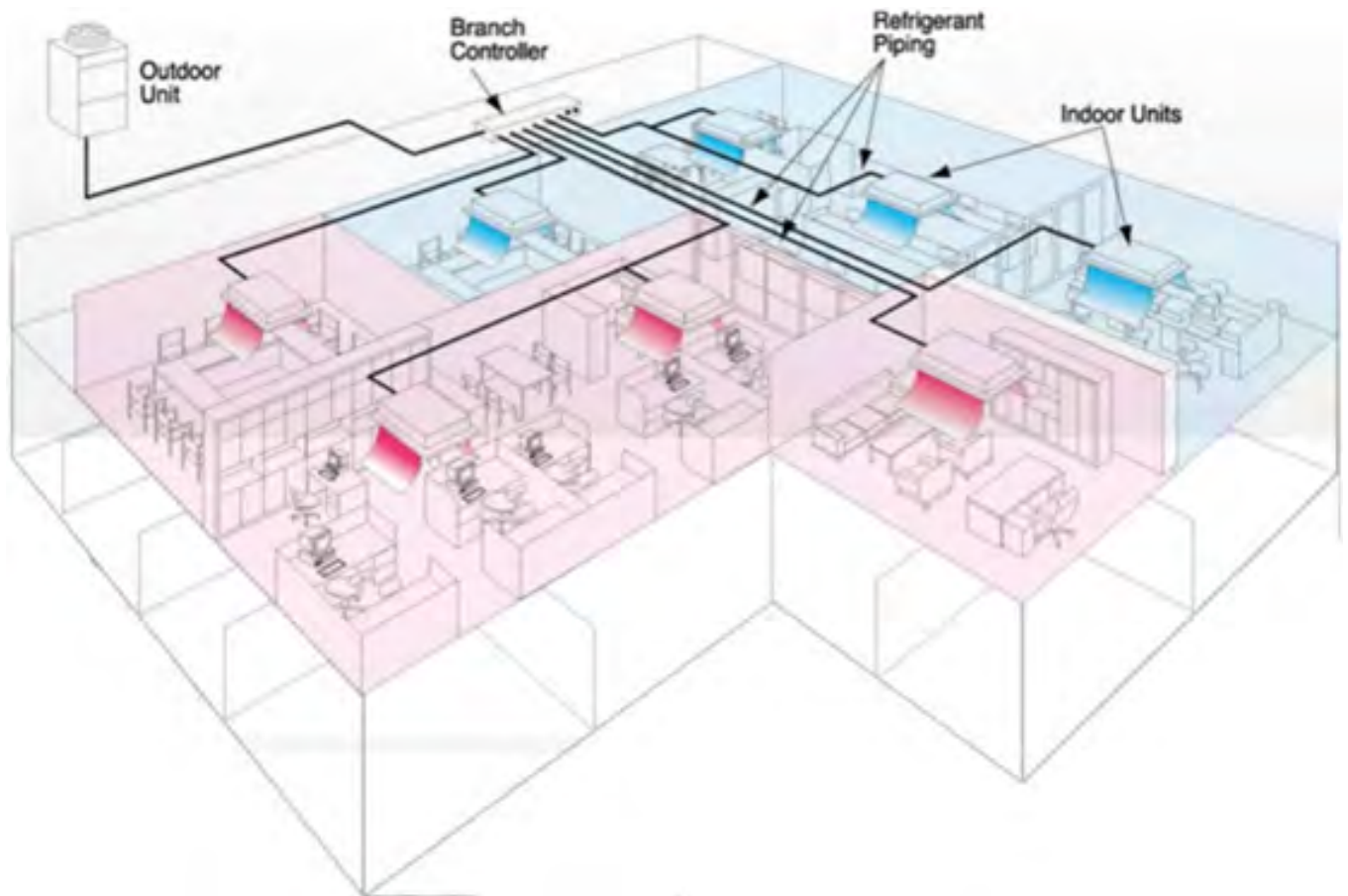


Figure 2 - VFR schematic.

2.1.4 DESIGN CONDITIONS

The design supply air quantity to each space should be calculated based on the total heat gain to that space or required air change rates.

2.1.5 VENTILATION AND EXHAUST

The minimum quantity of outside air introduced to the building at the system level should be in accordance with the Florida Mechanical Code and ASHRAE Standard 62 or at rates necessary to exceed design exhaust quantities to assure a positive pressure building. The dewpoint of ALL outside air introduced to conditioned areas of the building should be lowered to at least indoor design conditions prior to introduction to the space.

Exhaust air quantities should be determined as required by the Florida Mechanical Code.

A local exhaust fan should be provided in each restroom

2.2 PLUMBING SYSTEMS | MECHANICAL SYSTEMS

The number of plumbing fixtures should be in accordance with the Florida Plumbing Code, Florida Accessibility Code and as otherwise shown on the architectural drawings. Commercial vitreous china with sensor controls are common for this application.

2.2.1 DOMESTIC WATER SERVICE

Potable water will be supplied by the existing utility water distribution system. Anticipated domestic water demand is less than 60 GPM with a service size of 2 inches. A 1 ½ inch nutating disk service meter is anticipated. Sufficient water flow and pressure is assumed available to this site

2.2.2 DOMESTIC HOT WATER

Domestic hot water may be produced by electric or gas fired, tank-type water heaters with a 40-gallon storage tank. A recirculating system may be provided if needed.

The use of thermostatically controlled temperature regulators is now mandatory. Such regulators should be set no higher than 110 degrees. A thermostatic mixing valve will temper the water prior to distribution to fixtures for use by occupants.

2.2.3 SANITARY WASTE AND VENT

Sewage will be collected by the existing City sewer system. The building is anticipated to have a 4-inch sanitary building drain.

2.3 FIRE SPRINKLER SYSTEMS | MECHANICAL SYSTEMS

A standard pressure, wet pipe fire sprinkler system designed in accordance with NFPA 13 should be provided for the entire building.

A 4-inch service is expected. Fire water will be supplied by the existing utility water distribution system. The fire department inlet connection must be provided on the fire department access side of the building. The system backflow preventer will be located exterior to the building and coordinated with the local fire department.

Sufficient water flow and pressure is assumed available to this site and no fire pump is anticipated. Flow test data should be collected to confirm this during the design phase.

All areas except as noted otherwise should be provided with a wet type sprinkler system designed for light hazard occupancy. Storage rooms, equipment/service rooms, and janitor rooms should be provided with a wet type sprinkler system designed for ordinary hazard group occupancy.

3. ELECTRICAL SYSTEMS

3.1 POWER DISTRIBUTION | MECHANICAL SYSTEMS

3.1.1 600 VOLT DISTRIBUTION

Primary service to the project will be provided from the local utility distribution system. Either an aerial bank or a pad mounted transformer will be provided. It will provide the building utilization voltage of 208/120 volts, 3-phase, 4-wire. The main distribution panelboard is expected to be rated 600A-800A. The service transformer and incoming service panelboard will be sized for the final design load. Metering will occur at the building. Surge protective devices (SPD) will be provided at the main service panelboard and at each distribution panel.

3.1.2 EMERGENCY POWER SYSTEM

A standby generator is proposed to serve the project. The engine generator will be either natural gas fired or diesel fuel type with a base fuel tank. Separate automatic transfer switches will be provided for life safety and standby power loads.

Two standby power options are suggested for review and consideration by the owner. A 20KVA-30KVA generator can support the code required emergency egress lighting and limited receptacle circuits for convenience use during an outage of normal power. A more robust option adding telecom/server room circuits and telecom HVAC, an elevator, and additional convenience receptacles and lighting can be supported by a 100KVA-150KVA unit, depending on the desired loads. The owner should consider the benefits and cost implications of these options and direct the design team as appropriate. See comments related to emergency lighting in subsequent sections.

3.2 LIGHTING | MECHANICAL SYSTEMS

3.2.1 INTERIOR AND EXISTING LIGHTING

LED lighting is now commonplace and should be used throughout the project. 4000K color temperature fixtures are common for this application. As much as possible, the specification of different fixture types should be minimized. Occupancy/vacancy sensors should also be employed to control the interior lighting. LED lighting shall be employed for exterior and site lighting as well and controlled by photocell and/or time clock.

Emergency lighting will be powered by the emergency generator. If a generator is not provided (due to added cost or limited exterior space), emergency egress lighting can be accomplished with battery back-up fixtures or an inverter sized to meet code requirements for minimum runtime duration. The lighting design criteria should be based on requirements defined by the Illuminating Engineer Society's (IES) Systems.

3.2.2 FIRE ALARM SYSTEM

A microprocessor-based, addressable fire alarm system shall be provided.

3.2.3 TELECOMMUNICATIONS

Two 4" conduits shall be provided to the facility main telecommunication room from the project site boundary. A raceway system of conduits, boxes, and backboards shall be provided. Grounding bus bars and grounding riser shall also be included. Premise wiring system including jacks, plates, patch panels, racks, cabinets and other hardware shall also be provided.

3.2.4 SECURITY SYSTEM

A raceway system of conduits and boxes shall be provided where required. The location of devices must be coordinated with the Owner or Owner's security vendor. Information on access cards, electronic locks and compatibility must be coordinated with the Owner or Owner's security vendor.

This budget analysis is developed in two parts. The first part includes projected costs for the building and the second part is for costs associated with site development. For the building costs, we used the 2019 edition of RSMeans Building Construction Cost Data, which is a compendium of construction cost data for the United States and Canada. Since this is primarily a planning document, and we do not have a building design, the budget is calculated from building square foot costs and the building program. RS Means Sf costs are presented by building type, and we used the “Office Buildings” type.

The project Gross Area was developed in the **Program** section of this report. RSMeans Raw Square Foot Cost Data is presented for different “Office Buildings” systems (lines 1 through 5 on the spreadsheet.) These costs are the median national cost/sf for these systems in Office Buildings, and need to be adjusted for this building’s location and size. The City Cost Indexes for each system are also shown. The nearest geographical location provide in the RSMeans is Gainesville. The average index for Gainesville is less than the national average, which reduces the square foot costs by approximately 23% overall (see line 6 of the spreadsheet.) Then the base costs for Mechanical, Electrical, and Plumbing systems were further adjusted to accommodate some level of building hardening. The base electrical number includes a generator capable of supporting life safety items such as elevator and egress lighting only. An upgraded generator is presented in a separate line item.

To adjust cost relative to size, the building area is compared to the median building size on which the median cost data is developed. Smaller projects tend toward higher cost/sf values, while a larger project will tend to have a lower cost/sf. The national median project size is 20,600 sf, and this project is projected to be 16,065 sf which is about 78% of the median. Using the table provided, we estimate the size adjustment should be about 1.03 (or 103% of the location adjusted sf cost.) The above operations yield a projected “square foot cost” of \$161.29 (see line 7 of the spreadsheet.)

We then needed to add a factor for hardening the building structure and envelope (roof, walls, windows, doors.) FEMA publication *P-361 Safe Rooms for Tornadoes and Hurricanes* provides relative cost data based on database information as a percent of increased cost per square foot of protected area over the base code compliant building. For a building with a basic wind speed of 140 mph this premium is 5-7%. Therefore, on line 8 of the budget we used a factor of 1.05 to adjust for providing protected openings, and making walls and roof resistant to impact from debris.

The building base cost can then be estimated by multiplying the cost/sf by the projected building size, which yields the value on line 10 of the spreadsheet. We then added a line item representing the cost of **upgrading** the building generator to support half of the building, including HVAC systems, lighting, elevator, etc. (Line 11 of the budget.)

The total cost for development of the building is then presented on Line 12. To this we need to include professional design fees, site costs, administrative soft costs, and an Owner’s contingency to arrive at a budget.

To calculate Professional Design fees for the building, we looked at the State of Florida Department of Management Services fee guidelines for a project of average complexity (which includes office buildings.) This guideline yields a fee percentage for a project of this size shown on line 13 of the spreadsheet. This fee is for design costs associated with the building only. Site development costs are calculated separately.

The site development costs, including construction and professional fees to handle all permitting including water management district, planning and zoning, utilities, etc. were provided by our Civil Engineering consultant, based on the preferred site layout. (Lines 15 and 16.)

An allowance for surveys, permits, and other administrative costs was input at 0.5% of the project total (building + site). This anticipates that the actual permit fees may be waived by the city, so this amount covers surveys plus a contingency. Finally, we included an Owner's contingency to cover unforeseen items, inflation, etc.

The budget does not include an allowance for furnishings, equipment, appliances, etc.

Prepared by: M. Richmond, AIA, NCARB, LEED AP

Date: 8/29/2019

Client: City of Lake City, FL

Project Name: New City Hall Feasibility Study

Sources: RS Means Building Construction Cost Data 2017

Engineering Input

Budget Analysis

Concept 1B

Gross Area (from program): 14,868 sf

Number of Stories: 2

	SCOPE	RAW SF COST	LOCATION	ADJUSTED SF COST
1	Cost/sf (Architectural)	\$126.00/sf	81.1	\$102.19/sf
2	Cost/sf (PLUMBING)	\$7.85/sf	62.3	\$4.89/sf
3	Cost/sf (MECHANICAL)	\$24.50/sf	62.3	\$15.26/sf
4	Cost/sf (ELECTRICAL)	\$25.30/sf	57.2	\$14.47/sf
	Cost/sf (Fire Protection)			\$5.00/sf
5	Building Pad Preparation			\$14.78/sf
6	Building Cost/sf adjusted for location			\$156.59/sf
7	Size Factor Adjustment		1.03	\$161.29/sf
8	Hardened Building Envelope Factor		1.05	\$169.35/sf
9	Gross Area (from program)			16,065 sf
10	(sf cost X gross area)			\$2,720,669.91
11	Generator 150KV		LS	\$25,000.00
12	Base Building Cost			\$2,745,669.91
13	Design Fees (building)		7.33%	\$201,257.60
14	Building Development Total			\$2,946,927.52 \$2,946,927.52
15	Site Development Allowance			\$210,000.00
	Professional Fees			
16	(Site Development Design and Review)			\$45,000.00
17	Site Development Total			\$255,000.00 \$255,000.00
18	Surveys, Permits, Administrative		0.50%	\$16,009.64
19	Project Total			\$3,217,937.16
20	Owner's Contingency		8.50%	\$273,524.66
21	Recommended Project Budget			\$3,491,461.81

City Cost Indexes

DIVISION		FLORIDA																	
		FORT MYERS			GAINESVILLE			JACKSONVILLE			LAKELAND			MELBOURNE			MIAMI		
		339, 341			326, 344			320, 322			338			329			330 - 332, 340		
		MAT.	INST.	TOTAL	MAT.	INST.	TOTAL	MAT.	INST.	TOTAL	MAT.	INST.	TOTAL	MAT.	INST.	TOTAL	MAT.	INST.	TOTAL
015433	CONTRACTOR EQUIPMENT	102.1	102.1		102.1	102.1		102.1	102.1		102.1	102.1		102.1	102.1		95.2	95.2	
0241, 31 - 34	SITE & INFRASTRUCTURE, DEMOLITION	104.3	89.0	93.7	122.6	88.7	99.0	113.3	88.9	96.3	106.2	88.9	94.2	121.2	89.1	98.8	93.9	77.1	82.2
0310	Concrete Forming & Accessories	88.5	62.1	66.0	93.5	56.9	62.4	98.2	60.1	65.8	85.3	61.5	65.0	94.7	62.9	67.6	97.7	63.3	68.4
0320	Concrete Reinforcing	95.5	78.9	87.1	99.0	60.7	79.5	93.3	60.8	76.8	97.9	78.3	87.9	94.4	67.4	80.7	101.4	60.9	80.8
0330	Cast-in-Place Concrete	93.9	63.4	82.6	101.2	63.0	87.0	89.0	64.0	79.7	96.1	65.2	84.6	106.2	66.0	91.3	87.0	63.2	78.2
03	CONCRETE	84.6	67.1	76.9	93.9	61.6	79.6	84.1	63.4	74.9	86.2	67.4	77.8	94.5	66.5	82.1	82.5	64.6	74.5
04	MASONRY	87.1	64.8	73.3	100.7	55.9	73.0	88.1	56.5	68.6	101.9	58.3	74.9	85.0	59.6	69.3	92.6	54.7	69.2
05	METALS	101.3	95.2	99.4	101.0	87.9	97.0	100.5	88.1	96.8	101.2	94.2	99.1	111.1	90.8	104.9	99.1	88.3	95.9
06	WOOD, PLASTICS & COMPOSITES	77.1	63.2	69.6	90.0	56.2	71.6	96.4	60.3	76.8	72.4	61.0	66.2	91.8	61.8	75.5	90.3	65.2	76.7
07	THERMAL & MOISTURE PROTECTION	100.8	64.4	85.0	101.2	60.7	83.6	101.1	61.5	83.9	100.8	63.0	84.3	101.3	64.3	85.2	101.0	61.3	83.7
08	OPENINGS	97.7	65.2	90.2	94.8	57.4	86.1	95.1	59.7	86.9	97.7	64.0	89.8	94.4	62.0	86.9	99.9	62.4	91.2
0920	Plaster & Gypsum Board	105.3	62.7	77.2	91.8	55.4	67.8	95.0	59.7	71.8	101.6	60.4	74.5	91.8	61.2	71.7	95.5	64.7	75.2
0950, 0980	Ceilings & Acoustic Treatment	81.6	62.7	68.8	78.1	55.4	62.7	83.7	59.7	67.4	81.6	60.4	67.3	82.9	61.2	68.2	84.9	64.7	71.2
0960	Flooring	93.7	79.8	89.7	98.4	56.7	86.3	101.0	58.5	88.7	91.6	58.4	82.0	98.6	57.8	86.8	98.8	58.4	87.1
0970, 0990	Wall Finishes & Painting/Coating	92.6	63.6	75.4	97.1	63.6	77.3	97.1	63.6	77.3	92.6	63.6	75.4	97.1	63.0	88.8	88.9	58.6	70.9
09	FINISHES	90.3	65.3	76.6	89.1	56.9	71.6	90.5	59.7	73.7	89.2	60.6	73.6	89.8	63.4	75.4	89.1	61.6	74.1
COVERS	DIVS. 10 - 14, 25, 28, 41, 43, 44, 46	100.0	79.4	95.5	100.0	81.1	95.8	100.0	78.2	95.2	100.0	80.4	95.7	100.0	82.8	96.2	100.0	83.0	96.2
21, 22, 23	FIRE SUPPRESSION, PLUMBING & HVAC	98.1	57.5	81.7	98.8	62.3	84.0	99.9	62.3	84.7	98.1	59.4	82.5	99.9	75.3	90.0	100.0	62.5	84.8
26, 27, 3370	ELECTRICAL, COMMUNICATIONS & UTIL.	94.7	61.5	77.8	95.8	57.2	76.2	95.2	63.4	79.1	93.0	60.0	76.2	96.6	64.3	80.1	96.5	72.3	84.2
MF2016	WEIGHTED AVERAGE	95.6	68.3	83.9	97.8	64.9	83.7	96.1	66.5	83.4	96.2	67.1	83.8	99.2	71.2	87.2	95.8	67.4	83.7

DIVISION		FLORIDA																	
		ORLANDO			PANAMA CITY			PENSACOLA			SARASOTA			ST. PETERSBURG			TALLAHASSEE		
		327 - 328, 347			324			325			342			337			323		
		MAT.	INST.	TOTAL	MAT.	INST.	TOTAL	MAT.	INST.	TOTAL	MAT.	INST.	TOTAL	MAT.	INST.	TOTAL	MAT.	INST.	TOTAL
015433	CONTRACTOR EQUIPMENT	102.1	102.1		102.1	102.1		102.1	102.1		102.1	102.1		102.1	102.1		102.1	102.1	
0241, 31 - 34	SITE & INFRASTRUCTURE, DEMOLITION	113.8	89.2	96.6	126.6	88.2	99.8	126.6	88.6	100.1	117.2	89.0	97.5	107.8	88.5	94.4	106.8	88.7	94.2
0310	Concrete Forming & Accessories	102.4	62.5	68.4	97.5	60.3	65.8	95.4	63.6	68.3	94.3	61.6	66.5	91.8	59.3	64.1	100.6	56.9	63.4
0320	Concrete Reinforcing	98.5	67.4	82.7	97.5	69.8	83.4	100.0	69.2	84.3	93.7	78.3	85.8	97.9	78.2	87.9	99.1	60.7	79.6
0330	Cast-in-Place Concrete	102.6	65.8	88.9	93.5	58.8	80.6	115.6	63.9	96.4	103.7	65.4	89.5	97.1	61.0	83.7	93.1	62.8	81.9
03	CONCRETE	89.7	66.2	79.3	92.0	63.2	79.2	101.5	66.4	85.9	93.1	67.5	81.8	87.6	64.9	77.5	87.2	61.5	75.8
04	MASONRY	92.3	59.5	72.1	92.4	57.4	70.8	113.1	57.4	78.7	90.1	58.8	70.7	138.6	52.1	85.2	90.1	55.4	68.7
05	METALS	99.1	90.4	96.5	101.8	91.4	98.6	102.8	90.8	99.2	103.0	93.6	100.2	102.1	93.9	99.6	99.6	88.0	96.1
06	WOOD, PLASTICS & COMPOSITES	93.5	61.8	76.3	95.2	64.2	78.4	93.1	64.2	77.4	94.4	61.0	76.3	81.5	61.0	70.4	95.5	56.2	74.1
07	THERMAL & MOISTURE PROTECTION	105.8	65.7	88.3	101.5	58.8	82.9	101.4	61.8	84.1	98.7	63.2	83.3	101.0	58.8	82.6	98.7	61.2	82.4
08	OPENINGS	99.4	62.0	90.7	93.2	63.7	86.4	93.2	63.7	86.4	100.0	63.6	91.5	96.5	64.0	88.9	100.3	57.4	90.3
0920	Plaster & Gypsum Board	96.0	61.2	73.1	94.3	63.7	74.1	102.8	63.7	77.0	100.9	60.4	74.2	107.7	60.4	76.6	99.3	55.4	70.4
0950, 0980	Ceilings & Acoustic Treatment	90.0	61.2	70.5	82.9	63.7	69.9	82.9	63.7	69.9	88.7	60.4	69.6	83.5	60.4	67.9	88.3	55.4	66.0
0960	Flooring	97.2	58.4	85.9	100.6	75.0	93.2	96.4	56.7	84.9	103.5	56.7	89.9	95.7	56.7	84.9	99.0	56.7	86.7
0970, 0990	Wall Finishes & Painting/Coating	93.5	61.9	74.8	97.1	63.6	77.3	97.1	63.6	77.3	98.2	63.6	77.7	92.6	63.6	75.4	92.3	63.6	75.3
09	FINISHES	92.1	61.2	75.2	91.5	63.5	76.2	91.1	62.1	75.3	95.8	60.4	76.5	91.7	58.9	73.8	91.2	56.8	72.4
COVERS	DIVS. 10 - 14, 25, 28, 41, 43, 44, 46	100.0	82.7	96.2	100.0	76.5	94.8	100.0	81.0	95.8	100.0	80.6	95.7	100.0	77.1	95.0	100.0	78.7	95.3
21, 22, 23	FIRE SUPPRESSION, PLUMBING & HVAC	100.1	57.1	82.7	99.9	51.5	80.4	99.9	63.2	85.1	99.9	58.8	83.3	100.0	55.7	82.1	100.0	66.6	86.5
26, 27, 3370	ELECTRICAL, COMMUNICATIONS & UTIL.	99.8	64.7	81.9	94.3	57.2	75.4	97.9	51.9	74.5	95.8	60.0	77.6	93.0	62.1	77.3	99.9	57.2	78.2
MF2016	WEIGHTED AVERAGE	97.9	67.1	84.7	97.6	64.2	83.3	100.3	66.4	85.8	98.7	67.0	85.1	99.0	65.2	84.5	97.3	65.7	83.7

DIVISION		FLORIDA																	
		TAMPA			WEST PALM BEACH			ALBANY			ATHENS			ATLANTA			AUGUSTA		
		335 - 336, 346			334, 349			317, 398			306			300 - 303, 399			308 - 309		
		MAT.	INST.	TOTAL	MAT.	INST.	TOTAL	MAT.	INST.	TOTAL	MAT.	INST.	TOTAL	MAT.	INST.	TOTAL	MAT.	INST.	TOTAL
015433	CONTRACTOR EQUIPMENT	102.1	102.1		95.2	95.2		96.1	96.1		94.6	94.6		96.5	96.5		94.6	94.6	
0241, 31 - 34	SITE & INFRASTRUCTURE, DEMOLITION	108.3	89.0	94.8	89.3	76.8	80.6	102.3	79.4	86.3	101.7	94.9	97.0	98.7	95.3	96.3	95.0	95.3	95.2
0310	Concrete Forming & Accessories	94.5	61.9	66.7	95.5	62.9	67.7	88.5	67.7	70.8	91.7	44.3	51.4	96.3	71.9	75.5	92.7	72.7	75.7
0320	Concrete Reinforcing	94.5	78.3	86.2	97.1	59.2	77.8	90.4	73.3	81.7	98.9	65.4	81.9	98.2	73.4	85.6	99.3	68.0	83.4
0330	Cast-in-Place Concrete	94.9	65.8	84.1	85.6	61.8	76.8	85.7	67.7	79.0	109.6	68.5	94.3	113.1	71.6	97.6	103.5	70.1	91.1
03	CONCRETE	86.3	67.8	78.1	81.0	63.6	73.3	81.2	70.4	76.4	102.1	57.7	82.4	104.3	72.7	90.3	94.6	71.6	84.4
04	MASONRY	94.2	59.3	72.6	92.8	53.3	68.4	91.9	67.7	77.0	76.6	77.8	77.3	89.9	69.7	77.4	90.1	69.2	77.2
05	METALS	101.1	94.3	99.1	98.0	87.7	94.9	102.9	97.5	101.2	97.6	79.5	92.1	98.4	84.6	94.2	97.2	80.5	92.2
06	WOOD, PLASTICS & COMPOSITES	85.3	61.0	72.1	85.0	65.2	74.3	79.5	68.4	73.5	95.0	36.8	63.4	97.8	73.1	84.4	96.5	75.4	85.0
07	THERMAL & MOISTURE PROTECTION	101.3	63.5	84.8	100.8	61.2	83.5	98.6	68.7	85.6	100.2	69.5	86.9	101.7	72.4	89.0	100.0	71.3	87.5
08	OPENINGS	97.7	64.0	89.8	96.0	62.0	88.1	87.6	70.5	83.6	93.0	50.9	83.3	97.6	73.4	92.0	93.1	73.3	88.5
0920	Plaster & Gypsum Board	110.1	60.4	77.4	113.8	64.7	81.5	103.8	68.0	80.2	97.4	35.5	56.6	99.6	72.6	81.8	98.7	75.1	83.1
0950, 0980	Ceilings & Acoustic Treatment	86.1	60.4	68.7	81.6	64.7	70.2	81.9	68.0	72.5	101.2	35.5	56.7	94.0	72.6	79.5	102.2	75.1	83.8
0960	Flooring	96.8	58.4	85.6	98.6	56.7	86.5	102.3	65.9	91.8	94.0	84.7	91.3	97.0	68.0	88.6	94.1	65.9	85.9
0970, 0990	Wall Finishes & Painting/Coating	92.6	63.6	75.4	88.4	58.6	70.8	94.5	96.5	95.6	101.8	96.5	98.7	106.2	96.5	100.5	101.8	80.6	89.2
09	FINISHES	93.0	60.8	75.8	90.6	61.1	74.5	92.4	70.0	80.2	97.7	55.2	74.5	97.8	73.5	84.5	97.4	72.5	83.8
COVERS	DIVS. 10 - 14, 25, 28, 41, 43, 44, 46	100.0	80.8	95.8	100.0	82.7	96.2	100.0	83.3	96.3	100.0	79.6							

50 17 | Project Costs

50 17 00 Project Costs		UNIT	UNIT COSTS			% OF TOTAL			
			1/4	MEDIAN	3/4	1/4	MEDIAN	3/4	
11	0000 Mixed Use	S.F.							11
	0100 Architectural		86.50	126	207	47%	47.5%	59.4%	
	0200 Plumbing		6	9.15	11.55	3.3%	3.2%	4.3%	
	0300 Mechanical		14.80	24	46.50	8%	7.8%	11.3%	
	0400 Electrical		15.25	24	40.50	8.3%	8.3%	11.3%	
	0500 Total Project Costs		184	212	335				
12	0000 Multi-Family Housing	S.F.							12
	0100 Architectural		75	125	167	60.5%	67.6%	56.6%	
	0200 Plumbing		6.40	12.75	15.10	5.2%	5.6%	5.8%	
	0300 Mechanical		6.95	11.70	37.50	5.6%	6.3%	5.3%	
	0400 Electrical		10.10	18	22.50	8.1%	8.8%	8.1%	
	0500 Total Project Costs		124	221	282				
13	0000 Nursing Home & Assisted Living	S.F.							13
	0100 Architectural		70	92	116	58.3%	58.4%	59%	
	0200 Plumbing		7.55	11.35	12.50	6.3%	5.9%	7.3%	
	0300 Mechanical		6.20	9.15	17.95	5.2%	5.2%	5.9%	
	0400 Electrical		10.25	16.20	22.50	8.5%	8.6%	10.4%	
	0500 Total Project Costs		120	156	188				
14	0000 Office Buildings	S.F.							14
	0100 Architectural		92.50	126	177	60.1%	60%	64.6%	
	0200 Plumbing		4.98	7.85	15.40	3.2%	3.1%	4%	
	0300 Mechanical		10.75	17.65	25.50	7%	6.8%	9.1%	
	0400 Electrical		12.35	21	34	8%	7.9%	10.8%	
	0500 Total Project Costs		154	195	285				
15	0000 Parking Garage	S.F.							15
	0100 Architectural		31	38	39.50	82.7%	82.1%	82.6%	
	0200 Plumbing		1.02	1.07	2	2.7%	2.7%	2.3%	
	0300 Mechanical		.79	1.22	4.62	2.1%	2.1%	2.7%	
	0400 Electrical		2.72	2.98	6.25	7.3%	7.1%	6.5%	
	0500 Total Project Costs		37.50	46	49.50				
16	0000 Parking Garage/Mixed Use	S.F.							16
	0100 Architectural		100	110	112	61%	61.2%	64.3%	
	0200 Plumbing		3.22	4.22	6.45	2%	2%	2.5%	
	0300 Mechanical		13.80	15.50	22.50	8.4%	8.4%	9.1%	
	0400 Electrical		14.45	21	21.50	8.8%	8.8%	12.3%	
	0500 Total Project Costs		164	171	177				
17	0000 Police Stations	S.F.							17
	0100 Architectural		113	127	160	53.3%	54%	48.5%	
	0200 Plumbing		15	18	18.10	7.1%	7%	6.9%	
	0300 Mechanical		34	47.50	49	16%	16.1%	18.1%	
	0400 Electrical		25.50	28	29.50	12%	12.1%	10.7%	
	0500 Total Project Costs		212	262	297				
18	0000 Police/Fire	S.F.							18
	0100 Architectural		110	110	340	67.9%	68.2%	65.9%	
	0200 Plumbing		8.65	9.15	34	5.3%	5.5%	5.5%	
	0300 Mechanical		13.55	21.50	77.50	8.4%	8.4%	12.9%	
	0400 Electrical		15.40	19.70	88.50	9.5%	9.6%	11.8%	
	0500 Total Project Costs		162	167	610				
19	0000 Public Assembly Buildings	S.F.							19
	0100 Architectural		115	156	218	62.5%	63%	61.7%	
	0200 Plumbing		5.95	8.75	12.90	3.2%	3%	3.5%	
	0300 Mechanical		13.60	22.50	34.50	7.4%	8%	8.9%	
	0400 Electrical		18.60	25.50	40.50	10.1%	10.5%	10.1%	
	0500 Total Project Costs		184	253	360				
20	0000 Recreational	S.F.							20
	0100 Architectural		108	170	231	56.3%	55.7%	59.2%	
	0200 Plumbing		8.35	15.35	24.50	4.3%	4.6%	5.3%	
	0300 Mechanical		12.90	19.60	31	6.7%	6.9%	6.8%	
	0400 Electrical		15.80	28	39	8.2%	7.7%	9.8%	
	0500 Total Project Costs		192	287	435				

For customer support on your Building Construction Costs with RSMeans data, call 800.448.8182.

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Square Foot Project Size Modifier

One factor that affects the S.F. cost of a particular building is the size. In general, for buildings built to the same specifications in the same locality, the larger building will have the lower S.F. cost. This is due mainly to the decreasing contribution of the exterior walls plus the economy of scale usually achievable in larger buildings. The Area Conversion Scale shown below will give a factor to convert costs for the typical size building to an adjusted cost for the particular project.

Example: Determine the cost per S.F. for a 152,600 S.F. Multi-family housing.

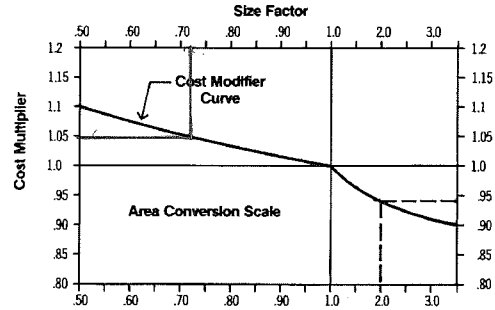
Proposed building area = 152,600 S.F.
Typical size from below = 76,300 S.F. = 2.00

Enter Area Conversion scale at 2.0, intersect curve, read horizontally the appropriate cost multiplier of .94. Size adjusted cost becomes .94 x \$194.00 = \$182.36 based on national average costs.

Note: For Size Factors less than .50, the Cost Multiplier is 1.1
For Size Factors greater than 3.5, the Cost Multiplier is .90

The Square Foot Base Size lists the median costs, most typical project size in our accumulated data, and the range in size of the projects.

The Size Factor for your project is determined by dividing your project area in S.F. by the typical project size for the particular Building Type. With this factor, enter the Area Conversion Scale at the appropriate Size Factor and determine the appropriate cost multiplier for your building size.



System	Median Cost (Total Project Costs)	Typical Size Gross S.F. (Median of Projects)	Typical Range (Low - High Projects)
Auto Sales with Repair	\$182.00	24,900	4,700 - 29,300
Banking Institutions	293.00	9,300	3,300 - 38,100
Detention Centers	310.00	37,800	12,300 - 183,300
Fire Stations	231.00	12,300	6,300 - 29,600
Hospitals	365.00	87,100	22,400 - 410,300
Industrial Buildings	\$102.00	22,100	5,100 - 200,600
Medical Clinics & Offices	213.00	22,500	2,300 - 327,000
Mixed Use	212.00	27,200	7,200 - 109,800
Multi-Family Housing	221.00	54,700	2,500 - 1,161,500
Nursing Home & Assisted Living	156.00	38,200	1,500 - 242,600
Office Buildings	195.00	20,600	1,100 - 930,000
Parking Garage	46.00	151,800	99,900 - 287,000
Parking Garage/Mixed Use	171.00	254,200	5,300 - 318,000
Police Stations	262.00	28,500	15,400 - 88,600
Public Assembly Buildings	253.00	22,600	2,200 - 235,300
Recreational	287.00	19,900	1,000 - 223,800
Restaurants	335.00	6,100	5,500 - 42,000
Retail	94.00	28,700	5,200 - 84,300
Schools	216.00	73,500	1,300 - 410,800
University, College & Private School Classroom & Admin Buildings	278.00	48,300	9,400 - 196,200
University, College & Private School Dormitories	222.00	28,900	1,500 - 126,900
University, College & Private School Science, Eng. & Lab Buildings	285.00	73,400	25,700 - 117,600
Warehouses	123.00	10,400	600 - 303,800



FEASIBILITY STUDY FOR NEW FIRE STATION

September 13, 2019

 **Brame Heck**
ARCHITECTS INC.
FOUNDED 1911
606 NE 1st Street Gainesville, Florida 32601

P R O G R A M

Brame Heck Architects is pleased to present this programming, conceptual design, and preliminary budget analysis for a new fire station for the City of Lake City, FL. This study includes review of a selected site and studies how a fire station of the programmed size could fit onto that site. We used information based on previous experience in designing and developing fire stations. The station would include private bunk space for six crew members, plus a lieutenant. Other spaces include a day room, kitchen, laundry, turnout gear lockers, decontamination room, and two apparatus bays. We would anticipate refining this program further, while maintaining use requirements, operational efficiency, and aesthetic goals. The building's primary functions are to provide storage and access to fire trucks and rescue vehicles, and providing a living quarters for fire/rescue personnel while on duty.

The proposed satellite station can be staffed with a crew of up to six plus a lieutenant per shift. It does not require a dispatch or training area within the building or space for a fire marshal or any other additional fire service offices. The living space is an open "Day Room" with living area, dining space, and kitchen all in one space. An outdoor covered area is usually desired and recommended off the living space for rest and relaxation while on duty. A semi-private six bunk room is provided in the program and does not need to be separated by gender. Each bunk area is planned to have a bed, desk and shift lockers for personal items. The walls of each bunk do not extend to the ceiling, but each space has a door for privacy. Two single individual restrooms with showers will be provided for use along with a required ADA restroom and accessible shower. The lieutenant in charge of the station will have a separate space for sleeping and working, with a private bath.

The apparatus bay is currently sized to hold fifty-foot trucks with circulation or a combination thereof and can be adjusted once truck and vehicles sizes for this location are selected and known. Quick response doors are assumed. Contaminated turnout gear and other equipment can be isolated and contained within the decontamination room that will be accessible directly from the apparatus bay. That space will contain a utility sink, a shower and a washer with a drying cabinet for "hot" items. This space will provide a transition space and will aid in helping keep containments out of the living areas of the station. Turnout gear lockers, laundry room, and custodial space is also accessed directly from the apparatus bays. A maintenance shop is recommended as part of the program to provide an area for repair of any air breathing apparatus (SCBAs) and other equipment. As this is a separated occupancy building, a 2-hour fire wall will be provided to separate Group S Storage areas (Apparatus Bays) from the Group R Residential areas of the building.

With multiple points of entry and exit, securing the station while away is a priority in the event of an emergency. Security systems are to be installed that keep out unauthorized individuals and will be discussed during the schematic design phase.

SITE STUDY

We arranged a simple rectilinear footprint representing the program area to scale on the site located at 435 NW Hall of Fame Drive adjacent to the West Branch Library. The site is approximately one acre with the northern borders somewhat flexible due to being carved out already owned property by the city. The site slopes from southeast to the northwest. The site currently has a large paved area that would be removed along with a concrete walk, dirt driveway, powerline and fire hydrant. Access onto the site is envisioned to be from the adjacent parking lot on the west side. Two layouts were developed to test fit the building footprint of approximately 6,300 SF onto the site within the zoning setbacks requirements along with reasonably configured circulation for rescue vehicles utilizing that access point. It would also allow for onsite employee parking.

Option 1 shows the building parallel on the southern property line with the apparatus bay to the south side. The building is roughly centered on the southern end and provides a loop one-way drive that goes around the entire building. The building front would face west. Angled crew parking is located on the north side off the drive with rear access to the building. A proposed bypass lane has been shown to the south of the apparatus bay to allow for passage. Visitor and handicapped parking are shown offsite at the existing parking area of the library.

Option 2 shows the building parallel to the west parking lot with the front facing southwest toward the library. This has a loop drive, but doesn't allow for room for a bypass lane. Crew parking is located at the northside with entry into the building at the northside. Visitor parking is

located at the side as you enter the property from the proposed access point with accessible parking located at the front.

The actual footprint and location of the building are of course subject to revision and will be developed further during the schematic design phase. We believe retention areas can be incorporated into the site in available landscaped areas, but these won't be confirmed until further site analysis and geo-technical reports are obtained. The site would be landscaped according to city codes and standards and care given to the wetlands to the north of the property.

M A T E R I A L S

Fire stations are typically built for durability and longevity in the public interest. They are manned around clock once they are opened and put into service. Exterior Envelope can be styled to meet the adjacent buildings and aesthetic goals. Selections of materials for the project will be discussed during the design phases of the project.

C O D E S U M M A R Y

This section lists some of the applicable codes that would apply to this project, along with some discussion of the code sections that we have used in the decision-making process during this conceptual phase. This list is not comprehensive. The 7th Edition of the code is tentatively set to take effect on December 31st, 2020 which may or may not impact the project depending on when it gets permitted and project is started.

A P P L I C A B L E C O D E S

Florida Building Code – Building 6th Edition 2017

Florida Building Code – Energy Conservation 6th Edition 2017

Florida Building Code – Plumbing 6th Edition 2017

Florida Building Code – Mechanical 6th Edition 2017

Florida Building Code – Fuel Gas 6th Edition 2017

Florida Building Code – Accessibility 6th Edition 2017

Florida Fire Prevention Code 6th Edition

NFPA 70 National Electrical Code

NFPA 72 National Fire Alarm Code

NFPA 90A Standard for the installation of Air Conditioning Systems

City of Lake City Land Development Code (currently not available for review)

Florida Building Code (FBC)

Occupancy Classification is **Mixed Use** between **Residential R-2** and **Storage S-1**.

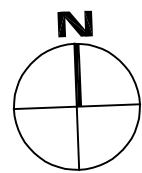
A 2-hour wall shall be provided for separation between the classifications. (Table 508.4) However if sprinklered, the rating can be reduced to 1 hour. Automatic fire sprinklers are required in New Fire Stations per NFPA 1 (13.3.2.3)

Building Height and Area Limitations - Construction Type V-B (FBC Maximum is 60'/3 Stories and 12,000 sq. ft)

Construction Type V-B would accommodate the required height and area for R-2 and recommend using **Type V-B** to cover any type of construction. Construction types are defined in the FBC Chapter 6. (Table 601 is included in the appendix.)



Division	Room Name	Unit NSF	Staff	Quantity	Subtotal	COMMENTS
Residence Area						
1.1	Lobby/Entry	60	0	1	60	
1.2	Living Room/Dining	450	0	1	450	Space for 6 recliners around TV
1.3	Kitchen	300	0	1	300	Provide separate Ref/Pantry per shift (3); adjacent patio/grille area
1.4	Storage	100	0	1	100	
1.5	Restrooms	65	0	2	130	Single user with a large shower
1.6	ADA Restroom	85	0	1	85	Single user with a ADA shower and compliant rest room
1.7	Lieutenant Bunk/Office	120	1	1	120	Space for a desk and bed and shift lockers
1.8	LT Private Bathroom	60	0	1	60	
1.9	Bunk Room (Crew)	480	6	1	480	6 Semi-private bunks spaces with bed, desk and 3 shift lockers; egress window
1.1	Custodial	50	0	1	50	Janitor sink and shelving of supplies
1.11	Laundry Room	100	0	1	100	Washer and Dryer w/ folding top
			0		0	
			0		0	
Subtotals (NSF)						
					1,935	
Subtotal Division Gross Sq Feet x 1.3 (DGSF)					2,516	
Subtotal (Staff)					7	
Storage Area						
2.1	Appartus Bay	2230	0	1	2230	2 long bays for +/- 50' fire trucks; Trench drains; Provide Ice machine in or nearby
2.2	Decon	120	0	1	120	Provide a shower and sink to rinse off containments; Decon cab or washer
2.3	Equipment Lockers	200	0	1	200	18 lockers for gear & Turn out for clean gear
2.4	Shop	120	0	1	120	Provide a work top in space for air pack maintenance
			0		0	
Subtotals (NSF)						
					2,670	
Subtotal Division Gross Sq Feet x 1.3 (DGSF)					3,471	
Subtotal (Staff)					0	
Station to be equiped with a stand by generator in the event of a power outage						
Total Staff						
			7			
Total Net Square Feet					4,605	
Subtotal Gross Square Feet					5,987	
Mechanical / Electrical at 5% of Gross					299	
Total Gross Square Feet					6,286	



ARCHITECTURAL CONCEPT SITE PLAN For City of Lake City Fire Department

SCALE: 1" = 30'

Zoning CHI

Approx 6,500 sq ft Building

1.02 ACRES

4.15.6 Min Lot Requirements - Bldg 5,000-10,000sq ft = 20 sq ft, min lot width: 125 ft

4.15.7 Min Setback Requirements - Front: 20ft, Sides: None (Unless provided, then min of 5 ft), Rear: 15 ft

Special Provision: No less than 15' of the depth of the required front yard shall be maintained as a landscaped area. The depth of this landscaped area shall be measured at right angles to the property lines & shall be established along the entire length and contiguous to the designated property line or lines. This landscaped area may be penetrated at right angles by driveways. The reminder of the required yard maybe used for off-street parking, but not for buildings.

4.15.9 Max Lot Coverage by All Buildings: 35%, No structure shall exceed a 1.0 floor area ratio.

4.15.13 Min Off-street Parking Requirements - One Space for each 500 sq ft of floor area.



606 N.E. First Street
Gainesville, Florida 32601
352.372.0425 www.brameheck.com
Lic. No. AA0002304
BHA Project Number 4022.010

File Attachments for Item:

3. Passero Presentation - New City Hall Options

Discussion and Possible Action - New City Hall Options

Memorandum

Date: February 9, 2021
To: City Council Members
From: Joseph Helfenberger, City Manager
Re: New City Hall Options



At the last City Council meeting, you directed me to work with existing city property along with the new site gifted from the Lake Shore Hospital Authority to the City of Lake City. Soon afterwards, Millennium Bank offered to sell to the City of Lake City two of their buildings located downtown. The larger building is located next to the County Library building and it includes an extra lot. This building is in very good condition. The second building is located on Marion Street, about two blocks north of the present City Hall. This building would need some renovation. This second property also come with an extra vacant lot.

Chase Moses, with Hunt & Moses Realty, has brought the offer to me that asks \$1.1 million for the larger building and \$225,000 for the smaller building. The offer states that the cost would be \$1.2 million for a bulk purchase. After further negotiation, the bulk offer can be bought for \$1.1 million.

Should the City Council decide to purchase either or both of the two bank buildings, I would proceed with due diligence and have a structural inspection for the building(s). Standard building concerns, such as lead paint and asbestos, would also be examined prior to pursuing a purchase.

Passero Associates has provided four options for the City Council to consider. The first option is building a 17,500 square-foot new city hall building housing all the city departments that are in the existing city hall. The second option is building a 7,200 square-foot new city hall, renovating the two Girls Club buildings and purchasing the larger bank building. The third option is building a 10,000 square-foot new city hall and renovating the two Girls Club buildings. The fourth option is to build a 5,500 square-foot new city hall, renovate the two Girls Club buildings, use the larger bank building, and renovating the smaller bank building.

Option One keeps all city departments currently in city hall at one location. This option is also the most expensive.

Option Two provides room for future growth and adds parking for 80 cars. The room for future growth can saving a substantial amount of money by allowing expansion within existing facilities. It comes with an additional vacant city block bordering Main Street. It creates a campus setting.

Option Three is the least costly option. This option keeps city services to two locations. Future expansion may consist of new construction.

Option Four includes both bank buildings. This option adds the most parking space and vacant land for future development. With this option, there would be most of five contiguous city blocks under the ownership of the City of Lake City. This ownership, while expensive, is still cheaper than building everything new and provides for future growth.

\$200,000 was included in the Options Two, Three and Four for renovation of the Girls Club buildings. There was \$700,000 included in Option Four for renovating the Historic Downtown Bank. There are no funds in Option Two or Four for renovation of the larger bank as it is in useable condition.



City Hall

POSSIBLE SCENARIOS

Today's Topics



Overview

1

Option 1: New Build

2

Option 2: Girls Club, Columbia Co. Bank and New Build

3

Option 3: Girls Club and New Build

4

Option 4: Girls Club, Columbia Co. Bank, Historic Bank and New Build

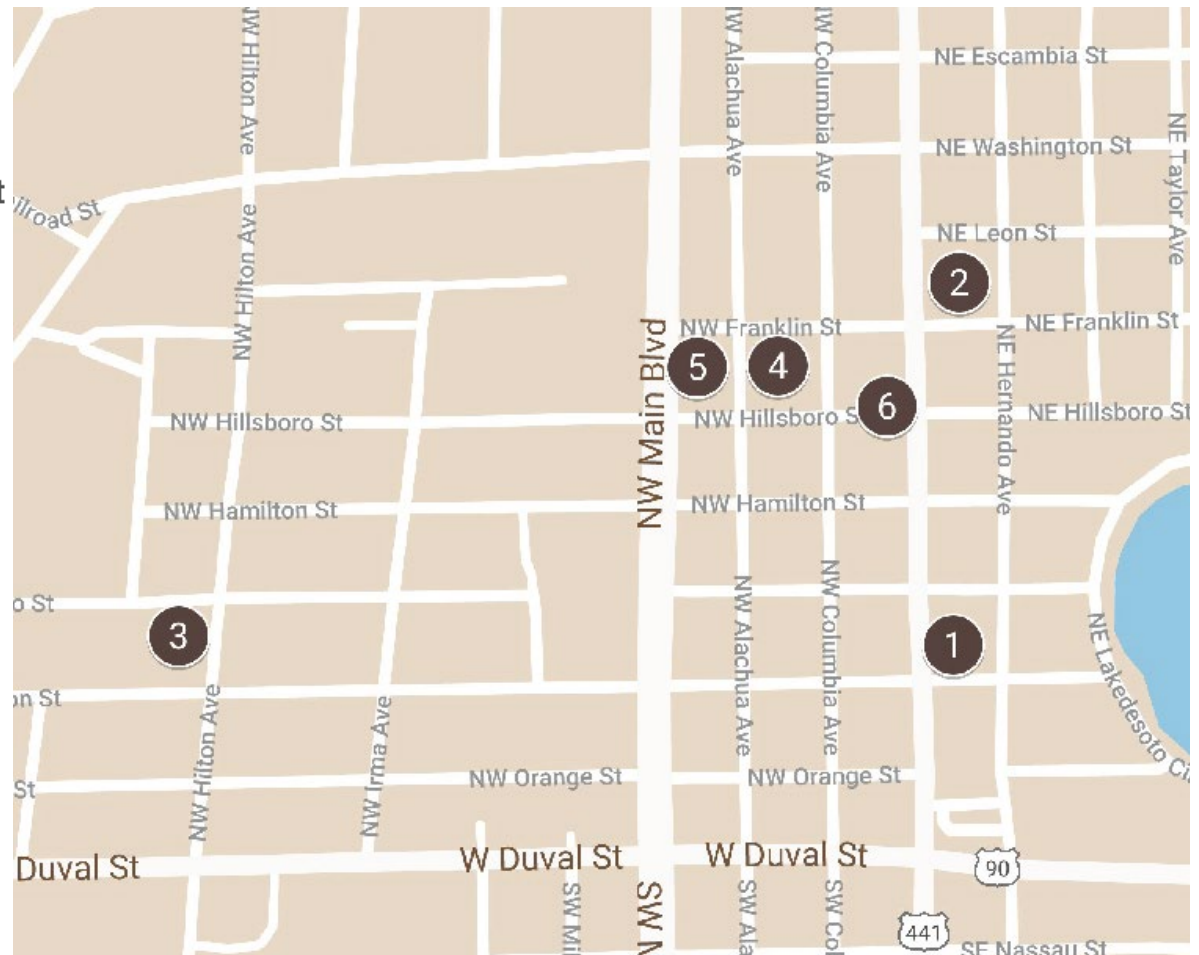


Closing/Questions

Sites Overview

City Hall Sites

- 1 Existing City Hall
- 2 401 N. Marion - Vacant Lot
- 3 Girls Club (2 buildings)
- 4 Columbia Co. Bank
- 5
Columbia Co. Bank - Vacant Lot
- 6 Downtown Historic Bank



401 N. Marion Ave.



Girls Club



Columbia Co. Bank

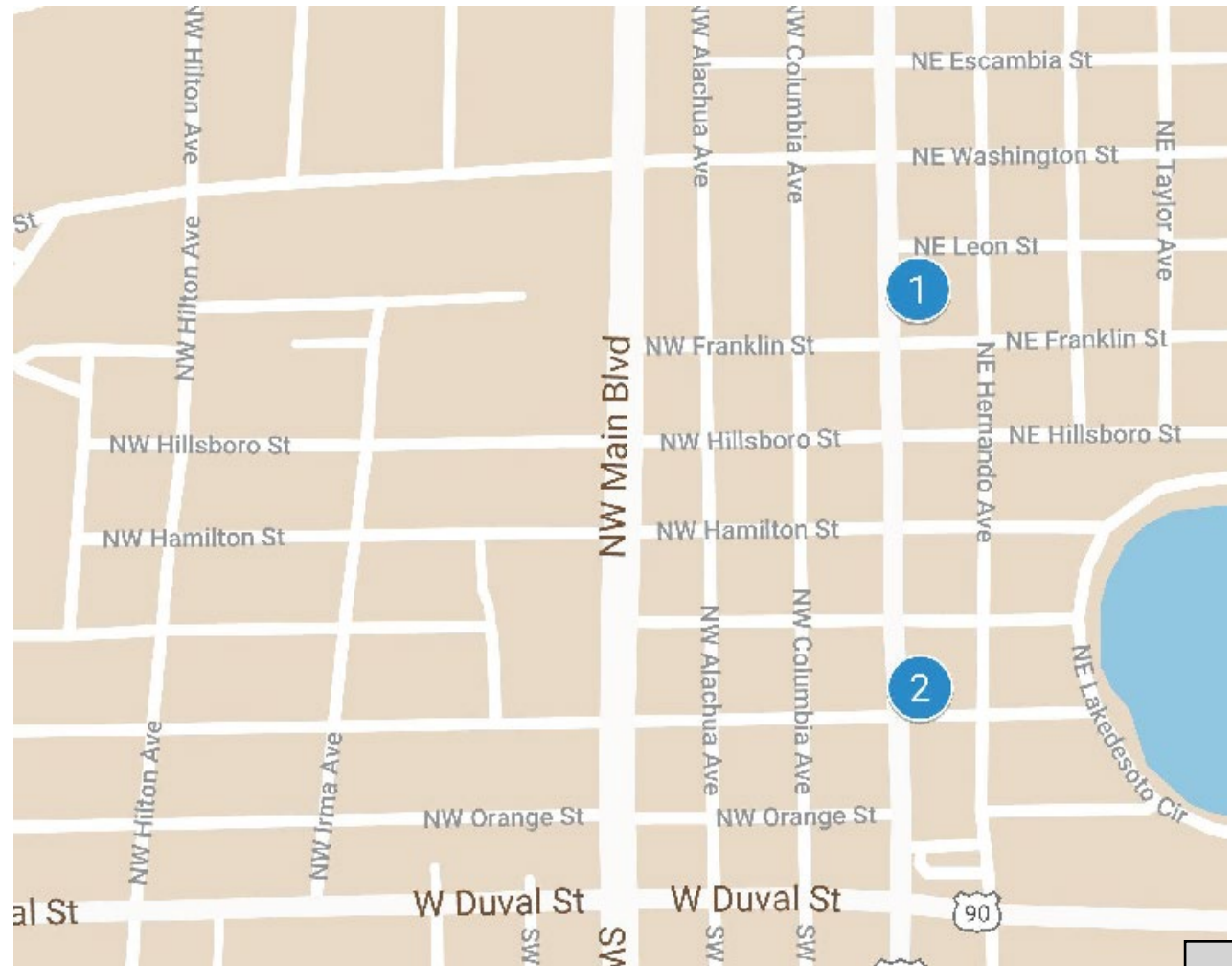


Historic Downtown Bank



Option 1

- 1 New 17,500 SF City Hall
- 2 Existing City Hall



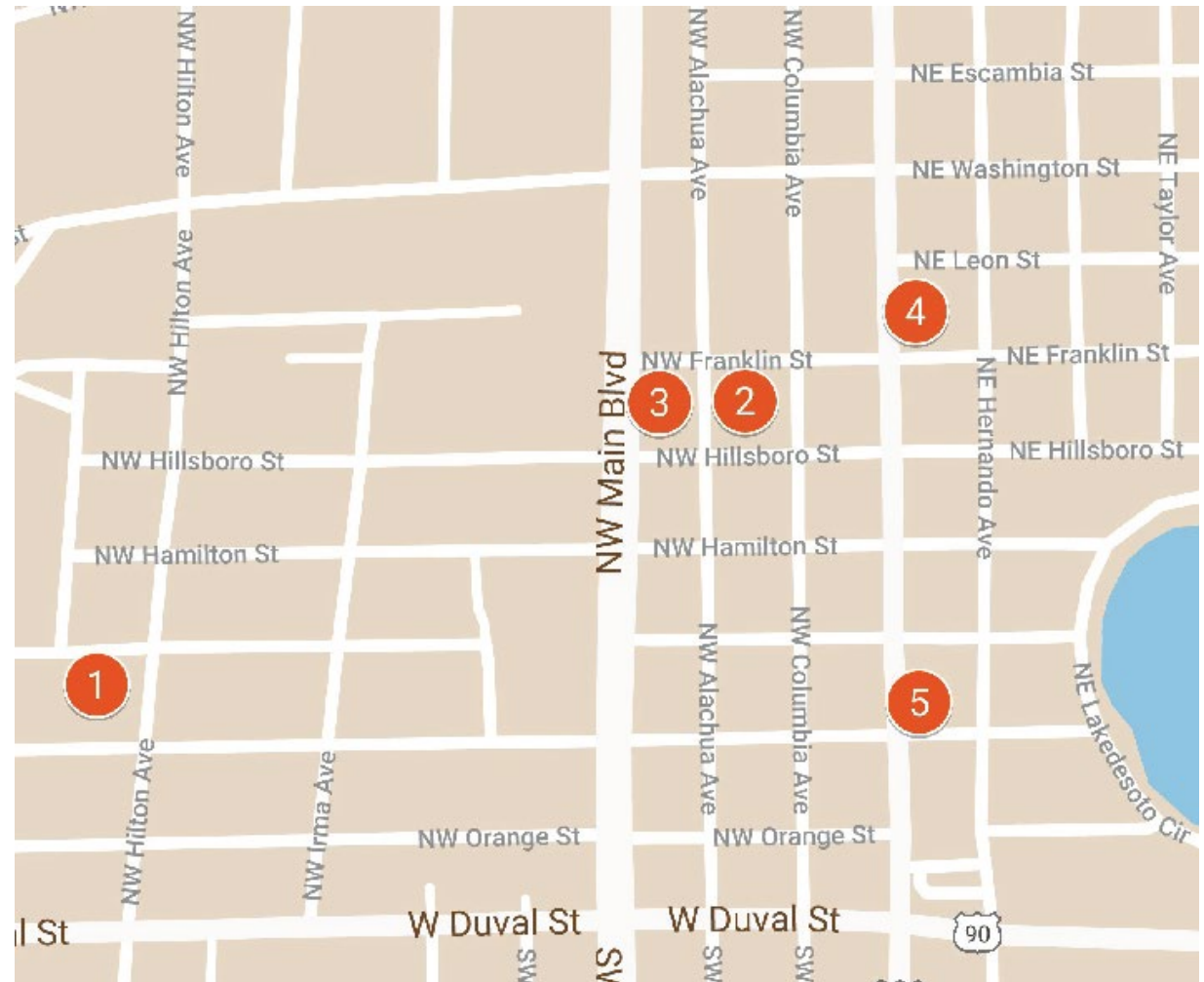
Option 1

- ❖ All departments at one location (401 N. Marion St.)
- ❖ New Building, approximately 17,500 sf
- ❖ New parking lot (~80 spaces) and courtyard
- ❖ Probable Cost Range: \$5.1-6.5 million



Option 2

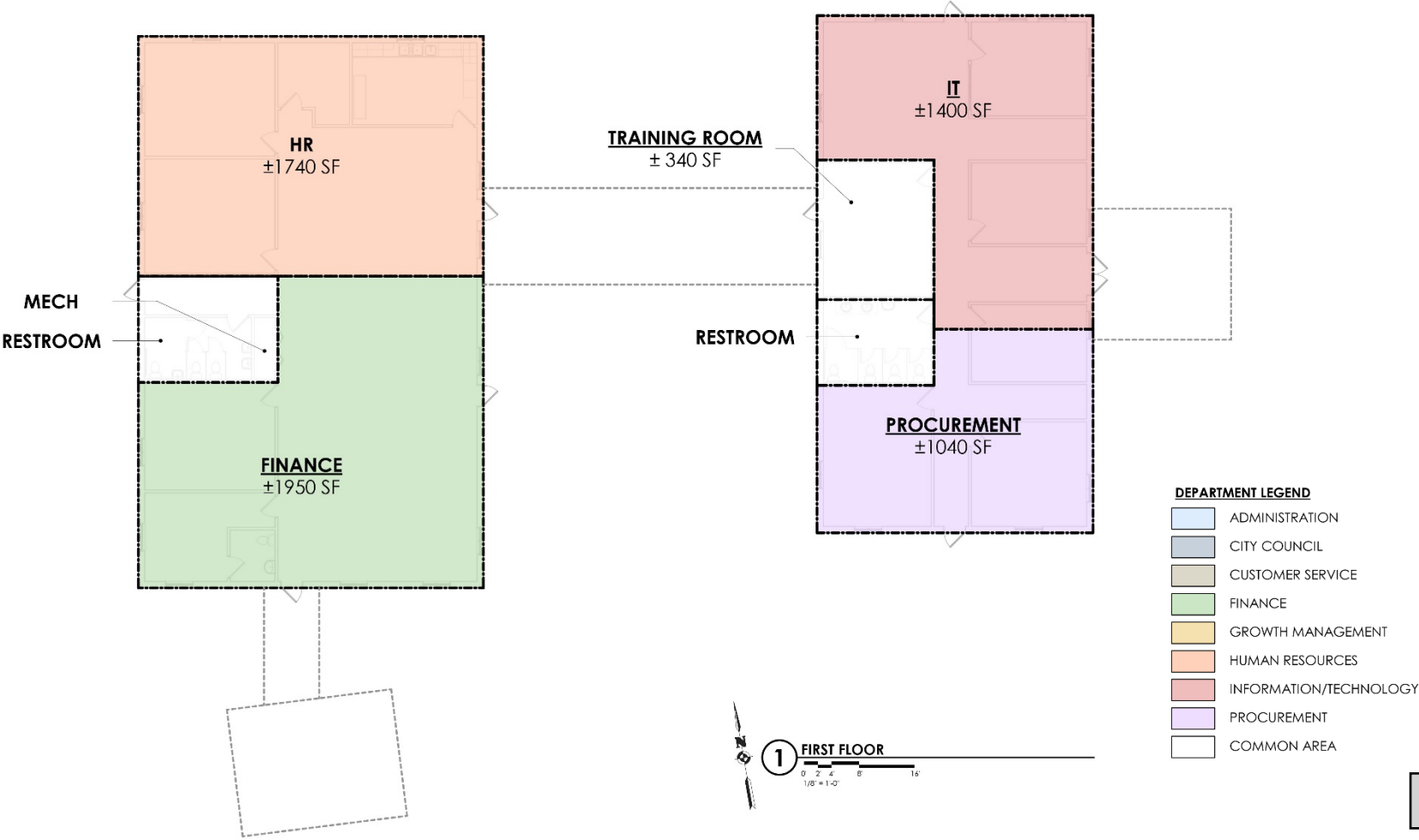
- 1 Renovate Girls Club
- 2 Renovate Columbia Co. Bank
- 3 Parcel comes with Bank
- 4 New 7,200 SF City Hall
- 5 Existing City Hall



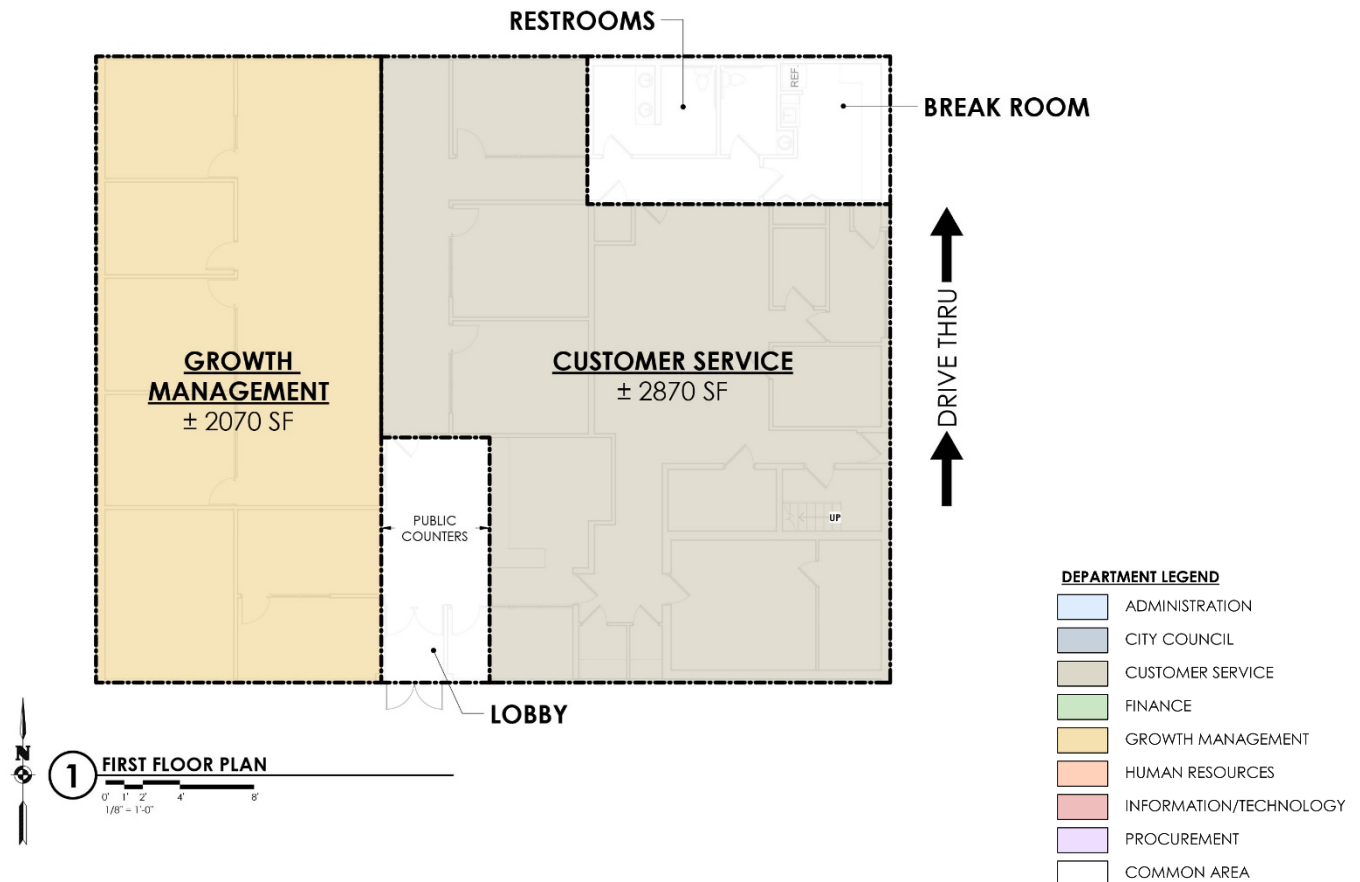
Option 2

- ❖ Combination of New and Existing Buildings
- ❖ New Building and Parking Lot at 401 N. Marion. Building, approximately 7,200 sf, consisting of Council Chambers, Clerk Offices, Conference Room and Administration. Parking for approximately 80 cars.
- ❖ Utilize Girls Club for IT, HR, Procurement, Finance and Training
- ❖ Utilize Columbia Co. Bank for Customer Service and Growth Management
- ❖ Probable Cost Range: \$4.0-5.0 million

Option 2 – Girls Club



Option 2 – Columbia Co. Bank

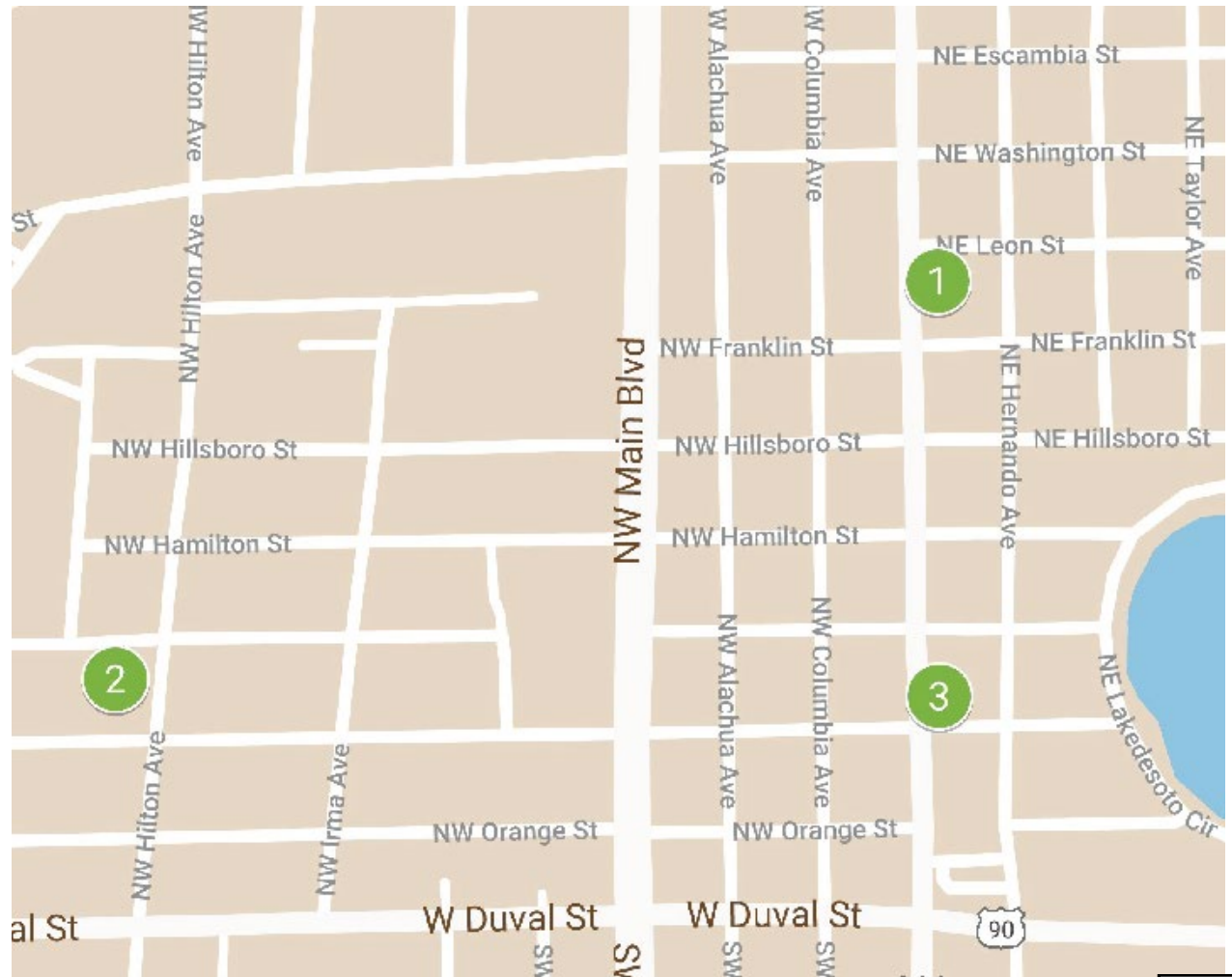


Option 2 - New Building



Option 3

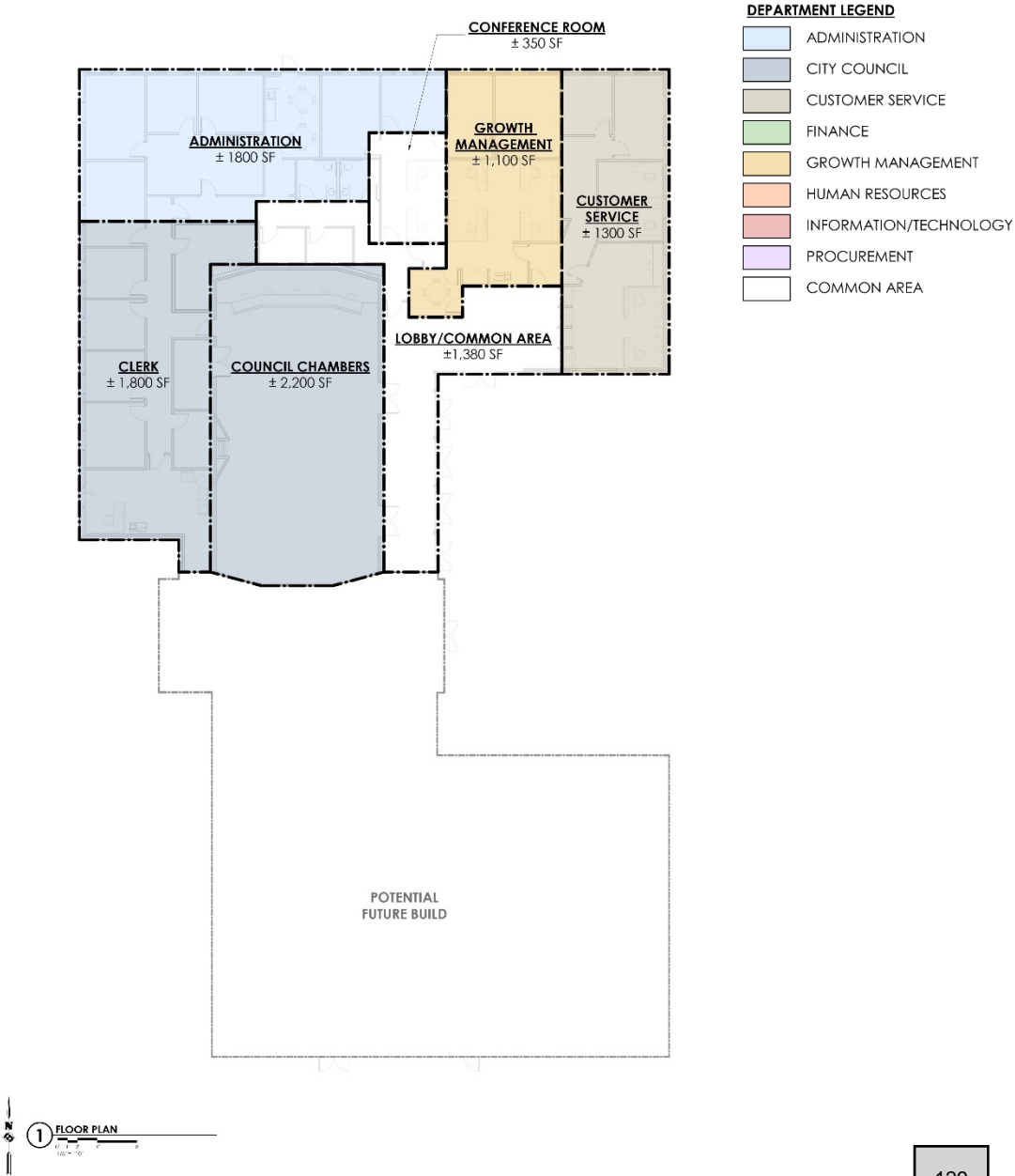
- 1 New 10,000 SF City Hall
- 2 Renovate Girls Club
- 3 Existing City Hall



Option 3

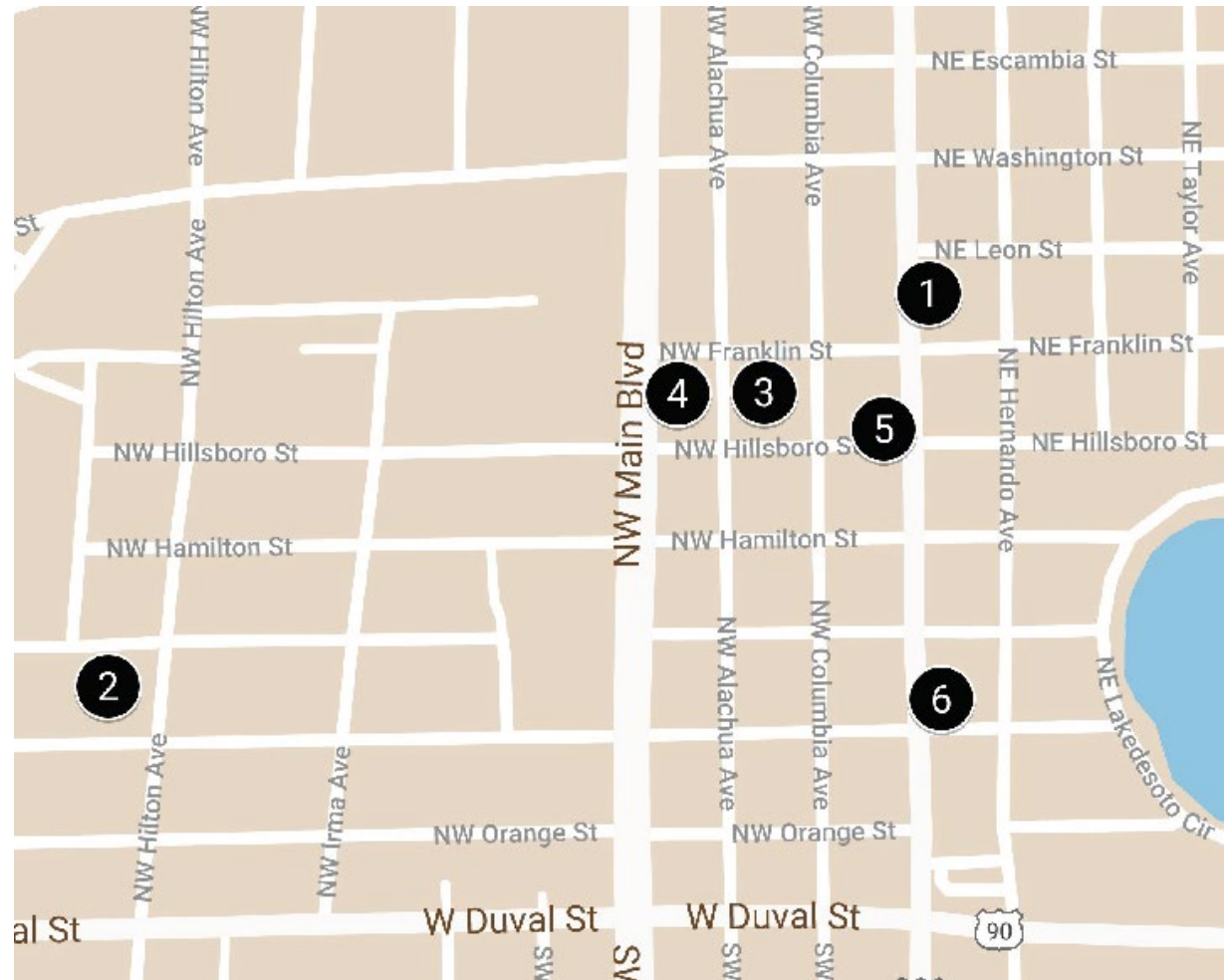
- ❖ Combination of New and Existing Buildings
- ❖ New Building and Parking Lot at 401 N. Marion. Building, approximately 10,000 sf, consisting of Council Chambers, Clerk Offices, Conference Room, Administration, Customer Service and Growth Management. Parking for approximately 80 cars.
- ❖ Utilize Girls Club for IT, HR, Procurement, Finance and Training (similar to plan reflected in option 2)
- ❖ Probable Cost Range: \$3.7-4.7 million

Option 3 – New Building



Option 4

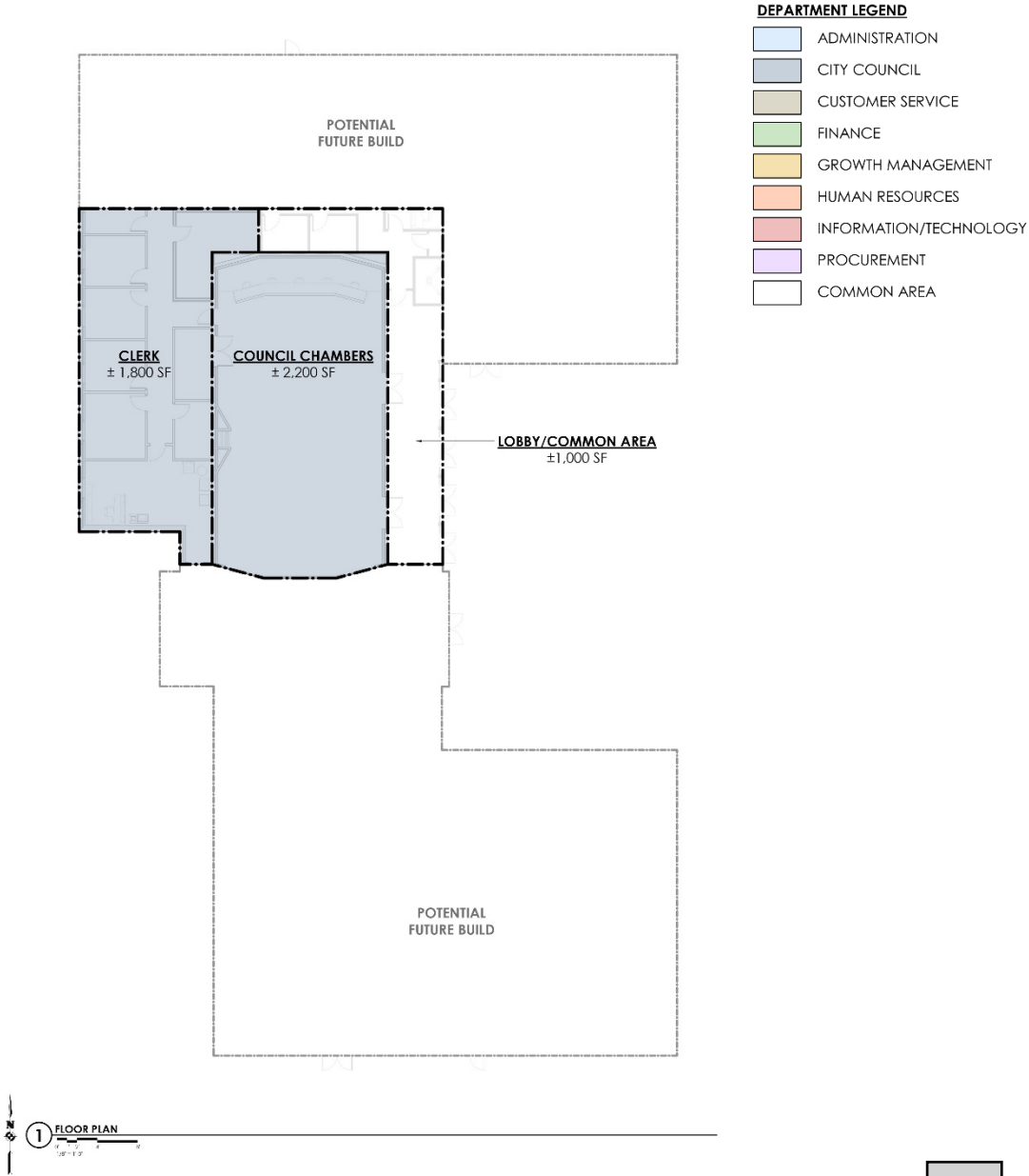
- 1 New 5,500 SF City Hall
- 2 Renovate Girls Club
- 3 Renovate Columbia Co. Bank
- 4 Parcel comes with Bank
- 5 Renovate Downtown Historic Bank
- 6 Existing City Hall



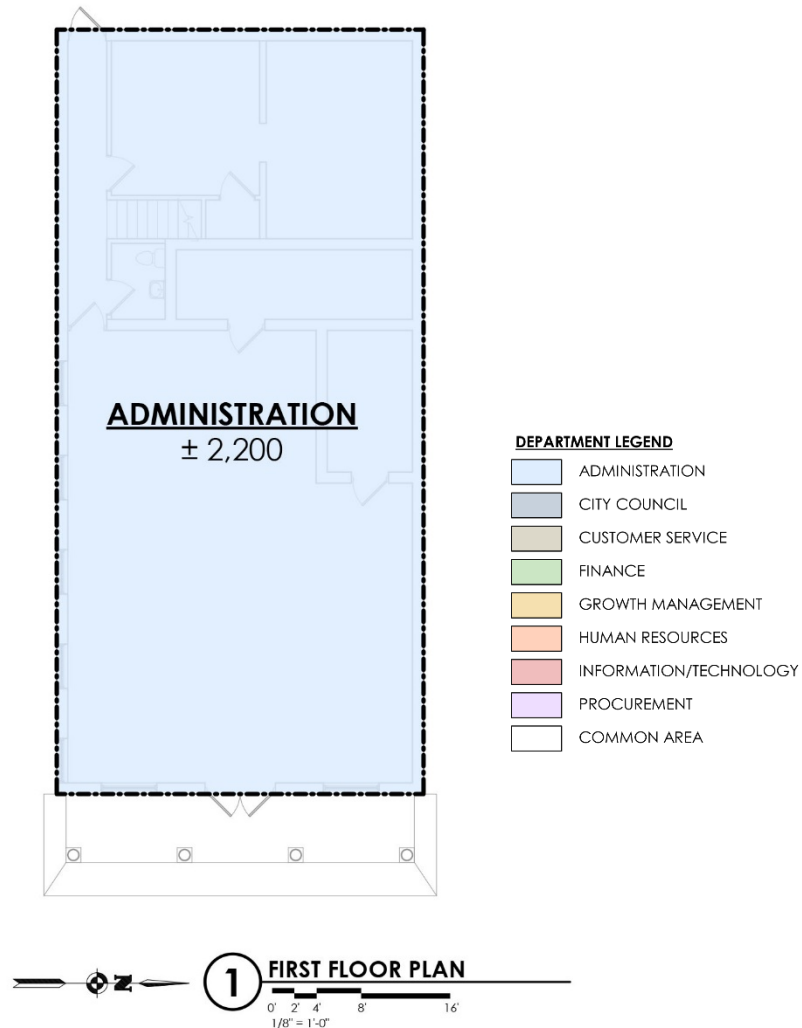
Option 4

- ❖ Combination of New and Existing Buildings
- ❖ New Building and Parking Lot at 401 N. Marion. Building, approximately 5,500 sf, consisting of Council Chambers and Clerk Offices. Parking for approximately 80 cars.
- ❖ Utilize Girls Club for IT, HR, Procurement, Finance and Training (similar to plan reflected in option 2)
- ❖ Utilize Columbia Co. Bank for Customer Service and Growth Management (similar to plan reflected in option 2)
- ❖ Renovation to Historic Downtown Bank (on N. Marion Ave) for Administration Offices.
- ❖ Probable Cost Range: \$4.4-5.6 million

Option 4 – New Building



Option 4 – Historic Bank



Closing

1 Option 1: \$5.1 - 6.5 million

2 Option 2: \$4.0 - 5.0 million

3 Option 3: \$3.7 - 4.7 million

4 Option 4: \$4.4 - 5.6 million



Questions

Guidance &

Input

OFFER SHEET – MILLENNIUM BANK COMPLEX



- Property Type:** Bank Branches and Vacant Commercial Lots
- Location:** The 300 Block of Northwest Main Boulevard, 173 Northwest Hillsboro Street, and 129 Northwest Hillsboro Street in downtown Lake City.
- Status:** Available For Sale (Confidential Offering)
- Offer Price:** Primary bank branch and vacant lot on Northwest Main Boulevard is available for \$1,100,000; Secondary branch site is available for \$225,000. Bulk purchase offer of \$1,200,000.
- Terms:** Fee Simple Purchase
- Current Owner:** Millennium Bank - 173 NW Hillsboro Street, Lake City, FL 32055
- Brokerage Contact:** Chase Moses with Hunt & Moses Realty, 184 N Marion Avenue, Lake City, Florida (386) 365-2908
- Parcel ID's:** 11957-000, 11983-000, and 11987-000
- Access:** The property contains frontage on Northwest Main Boulevard, Northwest Hillsboro Street, Northwest Columbia Avenue, Northwest Franklin Street, and Northwest Alachua Avenue. Additional frontage on North Marion Avenue but no curb cut for access from the road.
- Site Size:** *Parcel 11957-000* is a 0.699-acre vacant site fronting US Highway 41/Northwest Main Boulevard.
Parcel 11983-000 is a 1.012-acre primary improved site.

Parcel 11987-000 is a 0.853-acre partially improved site. Potential to vacate Northwest Alachua Street and/or Northwest Columbia Avenue and create up to a 2.95-acre contiguous parcel.

**Site Source: Columbia County Property Appraiser's Office*

Improvements:

173 Northwest Hillsboro Street - Primary branch office was built in 1977 and contains 7,772 enclosed square feet - 5,762 square feet of finished office area on the first floor and 2,010 square feet of limited occupancy/conditioned storage on the second floor. The building was extensively remodeled in 2007 and a secondary minor renovation was conducted 2014. The roof was replaced approximately 10 to 12 years ago and is a 20-to-25-year roof system. Concrete block and masonry construction with fixed thermal glass windows on a concrete slab with three drive-thru teller lanes. Interior finishes include painted drywall, glass partitions, solid core doors, textured acoustical tile ceilings, drop-in and recessed lighting, ceramic tile, and carpet flooring. Finished spaces include three interior walk-up teller/customer service stations, waiting room, conference room, executive/private offices and open work areas, men's and women's restrooms, and breakroom. Other features include being network ready, a night depository, two walk-in vaults, security monitoring, and interior access control doors.

129 Northwest Hillsboro Street – Secondary branch office/operations center was built in 1930 and contains 3,220 enclosed square feet – 2,590 square feet of finished office area on the first floor and 630 square feet of limited occupancy/conditioned storage on the second floor. The building was extensively remodeled in the 1990's and partially renovated again in the early 2000's. Load bearing brick/masonry construction with fixed thermal glass windows on a concrete slab. Interior finishes include painted drywall, solid core doors, painted drywall and painted decorative tin ceiling tiles, suspended chandelier lighting, carpet flooring with ceramic tiles in the bathroom. First floor finished space includes a large private office area with secondary office room, two walk-in vaults, restroom, and a large open work area suitable for continued office use or conversion to meeting space/convention room, retail, or a multitude of uses. Ceiling height of 17 feet with a 15-foot clear span. Other features include Generac generator, network ready, floor-mounted electrical receptacles, security monitoring system, and detached 1,165 square foot storage building.

**Building Age and Size Source: Columbia County Property Appraiser's Office*

Furnishings:

Fully furnished primary branch containing executive style desks and returns, hutch/credenzas, file cabinets, chairs, couches, and cubicle partitions.

Secondary branch facility contains an executive style desk in the private office and cubicle partitions in the open work areas.

Parking:

84+ asphalt parking spaces - 49 marked spaces located on the primary branch site; 24 on the vacant parcel with substantial room to expand parking or construct additional buildings; 11 marked and 8 to 10 unmarked on the secondary branch site with a half city block of undeveloped area available to expand parking or construct additional buildings.

Zoning:

Commercial – Central Business District

Utilities:

Florida Power & Light for Electric; City of Lake City for Water, Sewer, and Gas; AT&T and Comcast for Communications.



NORTH (REAR) AND SOUTH BUILDING ELEVATIONS WITH DRIVE-THRU AT 173 NORTHWEST HILLSBORO STREET



VIEW FROM NORTHWEST MAIN BOULEVARD LOOKING EAST ACROSS VACANT LOT



TELLER LINE IN LOBBY/ENTRANCE



FINISHED AND OPEN OFFICE AREA IN LOBBY



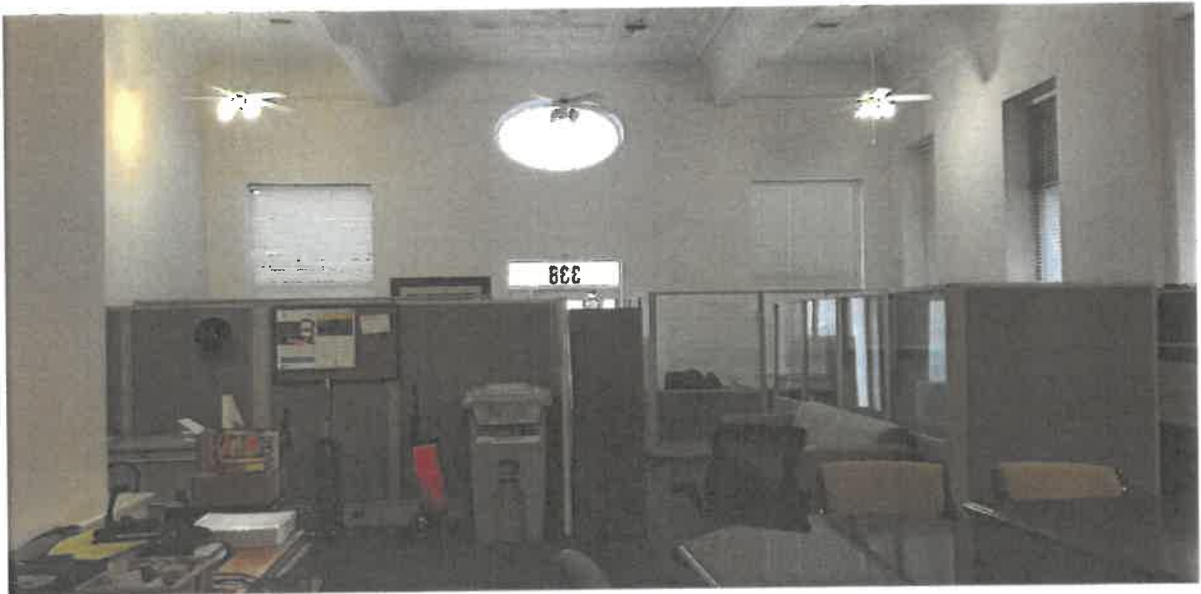
PRIVATE WORK AREA WITH FINISHED AND OPEN OFFICES



WORK AREA IN REAR OF BUILDING



EAST (FRONT) AND SOUTH BUILDING ELEVATIONS OF 129 NORTHWEST HILLSBORO STREET



INTERIOR VIEW



VIEW OF 129 NORTHWEST HILLSBORO STREET PARCEL AND STORAGE BUILDING

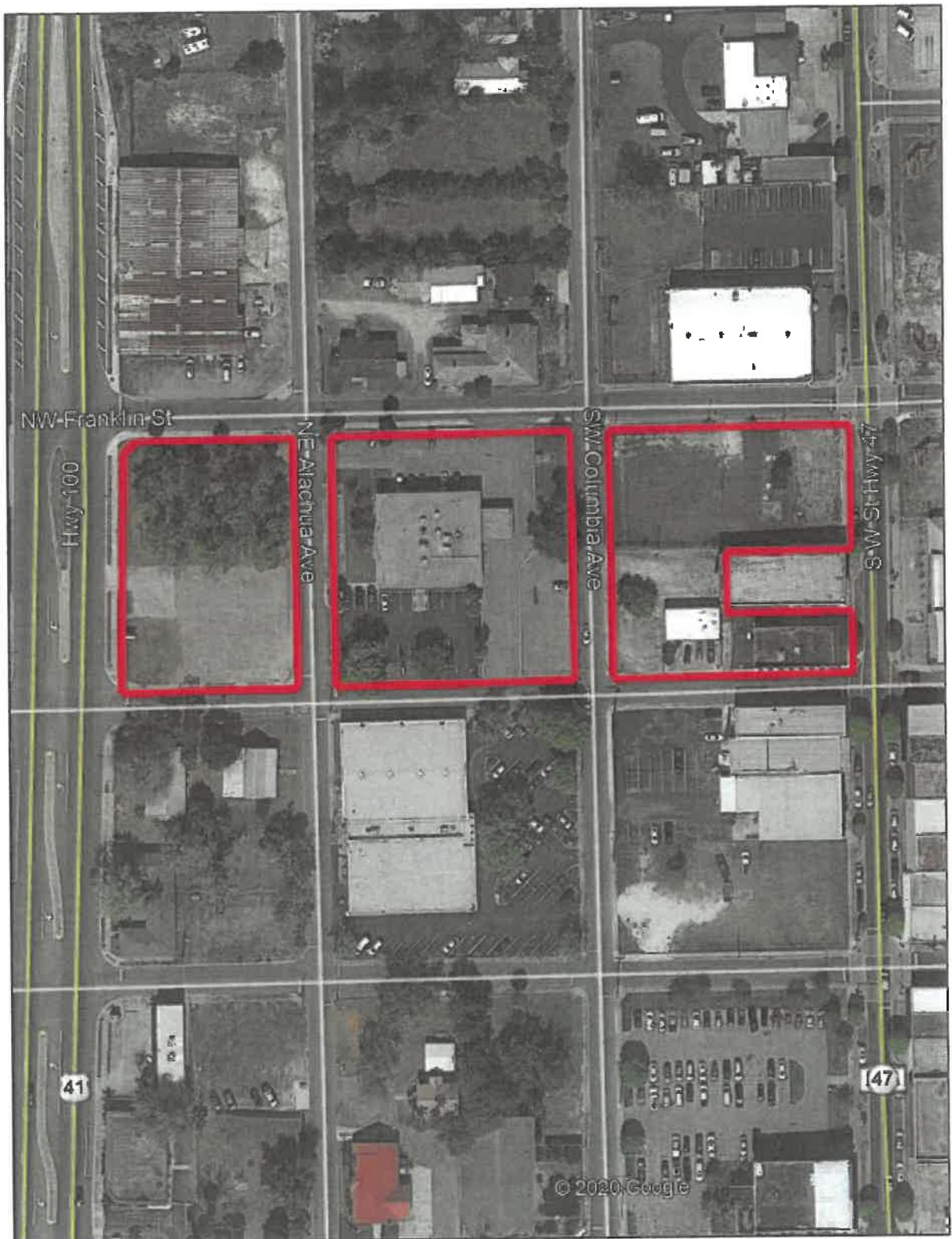


VACANT LOT ON NORTH SIDE OF 129 NORTHWEST HILLSBORO STREET PARCEL

DOWNTOWN PROXIMITY/LOCATION MAP



AERIAL MAP



Columbia County Property Appraiser

Jeff Hampton

2021 Working Values

updated: 12/9/2020

Parcel: (←) 00-00-00-11967-000 (→)

Owner & Property Info

Owner	COLUMBIA COUNTY BANK P O BOX 1809 LAKE CITY, FL 32056		
Site			
Description*	N DIV: ALL BLOCK 62 EX RD RW.		
Area	0.699 AC	S/T/R	29-3S-17
Use Code**	MISC COMME (001001)	Tax District	101

*The Description above is not to be used as the Legal Description for this parcel in any legal transaction.

**The Use Code is a FL Dept. of Revenue (DOR) code and is not maintained by the Property Appraiser's office. Please contact your city or county Planning & Zoning office for specific zoning information.

Property & Assessment Values

2020 Certified Values		2021 Working Values	
Mkt Land (%)	\$137,025	Mkt Land (1)	\$137,025
Ag Land (0)	\$0	Ag Land (0)	\$0
Building (0)	\$0	Building (0)	\$0
XFOB (1)	\$12,247	XFOB (1)	\$12,247
Just	\$149,272	Just	\$149,272
Class	\$0	Class	\$0
Appraised	\$149,272	Appraised	\$149,272
SOH Cap [7]	\$0	SOH Cap [7]	\$0
Assessed	\$149,272	Assessed	\$149,272
Exempt	\$0	Exempt	\$0
Total Taxable	county:\$149,272 city:\$149,272 other:\$149,272 school:\$149,272	Total Taxable	county:\$149,272 city:\$149,272 other:\$149,272 school:\$149,272

Aerial Viewer Pictometry Google Maps

2019 2018 2013 2010 2007 2005 Sales

**▼ Sales History**

Sale Date	Sale Price	Book/Page	Deed	V/I	Qualification (Codes)	RCode
5/1/1998	\$35,000	583/0041	WD	V	U	01

▼ Building Characteristics

Bldg Sketch	Bldg Item	Bldg Desc*	Year Blt	Base SF	Actual SF	Bldg Value
NONE						

▼ Extra Features & Out Buildings (Codes)

Code	Desc	Year Blt	Value	Units	Dims	Condition (% Good)
0260	PAVEMENT-A	2003	\$12,247.00	11134.000	0 x 0 x 0	(000.00)

▼ Land Breakdown

Land Code	Desc	Units	Adjustments	Eff Rate	Land Value
001001	MISC COMME (MKT)	30,450.000 SF - (0.699 AC)	1.00/1.00 1.00/1.00	\$5	\$137,025

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by: GrizzlyLogic.com

Columbia County Property Appraiser

Jeff Hampton

2021 Working Values

updated: 12/8/2020

Parcel: 00-00-00-11983-000

Aerial Views Pictometry Google Maps

2019 2016 2013 2010 2007 2006 Sales

Owner & Property Info

Owner	COLUMBIA COUNTY BANK P O BOX 1809 LAKE CITY, FL 32056		
Site	173 HILLSBORO ST, LAKE CITY		
Description*	N DIV: ALL BLOCK 71. ORB 342-381,		
Area	1.012 AC	S/T/R	29-3S-17
Use Code**	FINANCIAL (002300)	Tax District	101

*The Description above is not to be used as the Legal Description for this parcel in any legal transaction.
 **The Use Code is a FL Dept. of Revenue (DOR) code and is not maintained by the Property Appraiser's office. Please contact your city or county Planning & Zoning office for specific zoning information.



Property & Assessment Values

2020 Certified Values		2021 Working Values	
Mkt Land (1)	\$165,375	Mkt Land (1)	\$165,375
Ag Land (0)	\$0	Ag Land (0)	\$0
Building (1)	\$457,936	Building (1)	\$457,936
XFOB (4)	\$37,500	XFOB (4)	\$37,500
Just	\$660,811	Just	\$660,811
Class	\$0	Class	\$0
Appraised	\$660,811	Appraised	\$660,811
SOH Cap [7]	\$0	SOH Cap [7]	\$0
Assessed	\$660,811	Assessed	\$660,811
Exempt	\$0	Exempt	\$0
Total Taxable	county:\$660,811 city:\$660,811 other:\$660,811 school:\$660,811	Total Taxable	county:\$660,811 city:\$660,811 other:\$660,811 school:\$660,811

Sales History

Sale Date	Sale Price	Book/Page	Deed	V/I	Qualification (Codes)	RCode
NONE						

Building Characteristics

Bldg Sketch	Bldg Item	Bldg Desc*	Year Blt	Base SF	Actual SF	Bldg Value
Sketch	1	BANK (006200)	1977	7772	9844	\$457,936

*Bldg Desc determinations are used by the Property Appraiser's office solely for the purpose of determining a property's Just Value for ad valorem tax purposes and should not be used for any other purpose.

Extra Features & Out Buildings (Codes)

Code	Desc	Year Blt	Value	Units	Dims	Condition (% Good)
0166	CONC.PAVMT	1977	\$2,500.00	1.000	0 x 0 x 0	(000.00)
0260	PAVEMENT-A	0	\$10,000.00	1.000	0 x 0 x 0	(000.00)
0332	VAULT DOOR	0	\$15,000.00	1.000	0 x 0 x 0	(000.00)
0168	PNEUMATIC	0	\$10,000.00	2.000	0 x 0 x 0	(000.00)

Land Breakdown

Land Code	Desc	Units	Adjustments	Eff Rate	Land Value
002300	FINANCIAL (MKT)	44,100.000 SF - (1.012 AC)	1.00/1.00 1.00/1.00	\$4	\$165,375

Columbia County Property Appraiser

Jeff Hampton

2021 Working Values

updated: 12/8/2020

Parcel: 00-00-00-11967-000

Aerial Viewer

2019 2016 2013 2010 2007 2005

Owner & Property Info

Owner	COLUMBIA COUNTY BANK P O BOX 1606 LAKE CITY, FL 32056		
Site	129 HILLSBORO ST, LAKE CITY		
Description*	N DIV: ALL BLOCK 72, EX COMM SE COR OF SAID BLOCK, RUN W 8.10 FT TO W R/W MARION ST, RUN N 53 FT FOR POB, RUN W 109.77 FT, N 53.5 FT, E 109.77 FT, S 52 FT TO POB, ORS 282-379, 522-779, 522-780, 584-407, 575-424, 740-1621, 763-770, 785-1697, 824-246, 826-30...more>>>		
Area	0.853 AC	E/T/R	28-3S-17
Use Code**	OFFICE BUI (001700)	Tax District	101

*The Description above is not to be used as the Legal Description for this parcel in any legal transaction.

**The Use Code is a FL Dept. of Revenue (DOR) code and is not maintained by the Property Appraiser's office. Please contact your city or county Planning & Zoning office for specific zoning information.

Property & Assessment Values

2020 Certified Values		2021 Working Values	
Mkt Land (1)	\$111,600	Mkt Land (1)	\$111,600
Ag Land (6)	\$0	Ag Land (6)	\$0
Building (4)	\$95,299	Building (2)	\$95,299
XFOB (7)	\$5,320	XFOB (7)	\$5,320
Just	\$212,219	Just	\$212,219
Class	\$0	Class	\$0
Appraised	\$212,219	Appraised	\$212,219
SOH Cap (7)	\$0	SOH Cap (7)	\$0
Assessed	\$212,219	Assessed	\$212,219
Exempt	\$0	Exempt	\$0
Total Taxable	county:\$212,219 city:\$212,219 other:\$212,219 school:\$212,219	Total Taxable	county:\$212,219 city:\$212,219 other:\$212,219 school:\$212,219

**▼ Sales History**

Sale Date	Sale Price	Book/Page	Deed	VI	Qualification (Codes)	RCode
NONE						

▼ Building Characteristics

Bldg Sketch	Bldg Item	Bldg Desc*	Year Blt	Base SF	Actual SF	Bldg Value
	1	EXCEP STOR (007800)	1980	1165	1219	\$13,389
	2	OFFICE LOW (004900)	1930	3220	3400	\$81,910

*Bldg Desc determinations are used by the Property Appraiser's office solely for the purpose of determining a property's Just Value for ad valorem tax purposes and should not be used for any other purpose.

▼ Extra Features & Out Buildings (Codes)

Code	Desc	Year Blt	Value	Units	Dims	Condition (% Good)
0280	PAVEMENT-A	1993	\$1,500.00	1.000	0 x 0 x 0	(000.00)
0166	CONC,PAVMT	1993	\$500.00	1.000	0 x 0 x 0	(000.00)
0280	PAVEMENT-A	1993	\$200.00	1.000	0 x 0 x 0	(000.00)
0253	LIGHTING	0	\$900.00	3.000	0 x 0 x 0	(000.00)

2/4/2021

Columbia County Property Appraiser

0140	CLFENCE 6	1987	\$1,204.00	344.000	0 x 0 x 0	(000.00)
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▼ Land Breakdown

Land Code	Desc	Units	Adjustments	Eff Rate	Land Value
001700	16TORY OFF (MKT)	37,200.000 SF - (0.853 AC)	1.00/1.00 0.75/1.00	\$3	\$111,800

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by: GrizzlyLogic.com

File Attachments for Item:

4. City Council Ordinance No. 2020-2175 - (final reading) An ordinance of the City of Lake City, Florida, to provide for the waiving and suspension of water and sewer impact fees for a period of twelve (12) months as an inducement for economic development; requiring any applicant seeking to take advantage of the development incentive to apply for and acquire a building permit and commence construction of the development prior to the expiration of the development period; providing for severability; providing for conflicts; and providing an effective date.

Note: This ordinance was recommended to City Council for consideration by the Utility Advisory Committee on December 29, 2020.

Adopted on first reading 2-1-2021

CITY COUNCIL ORDINANCE NO.: 2020-2175

AN ORDINANCE OF THE CITY OF LAKE CITY, FLORIDA, TO PROVIDE FOR THE WAIVING AND SUSPENSION OF WATER AND SEWER IMPACT FEES FOR A PERIOD OF TWELVE (12) MONTHS AS AN INDUCEMENT FOR ECONOMIC DEVELOPMENT; REQUIRING ANY APPLICANT SEEKING TO TAKE ADVANTAGE OF THE DEVELOPMENT INCENTIVE TO APPLY FOR AND ACQUIRE A BUILDING PERMIT AND COMMENCE CONSTRUCTION OF THE DEVELOPMENT PRIOR TO THE EXPIRATION OF THE DEVELOPMENT PERIOD; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Chapter 102, Article II, of the City Code of the City of Lake City, Florida (“City”) provides for the payment of a water and sewer impact fee to the City on each new residential and nonresidential development and certain remodels and renovations of existing structures, to defray the cost of constructing new additions to the production and treatment facilities for water and sewer service provided by the City as a result of growth out of and from new and existing developments; and

WHEREAS, the City Council finds that putting its citizens back to work is a high priority for every level of government; and

WHEREAS, the City Council previously passed ordinance 2020-2159 which waived impact fees related to new development for a period of time from until January 01, 2021; and

WHEREAS, the City Council desires to further assist the community and to encourage the remodeling and renovating of existing structures in addition to the construction of new development by providing an extension of the moratorium, as an economic incentive, for the temporary waiver of water and sewer impact fees, excluding connection fees, on all development that would otherwise be responsible for the payment of an impact fee pursuant to Chapter 102, Article II, of the City Code, until 12:01 AM on January 1, 2022 (the “Development Period”).

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

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

Section 2. As an incentive and inducement to promote development, the water and sewer impact fees provided for in Chapter 102, Article II, of the City Code are hereby temporarily waived and shall not be collected on either new development projects or the remodeling and renovating of existing structures from the effective date of this ordinance until 12:01 AM on January 1, 2022 (collectively the “Development Incentive”). Any applicant seeking to take advantage of the Development Incentive must apply for and acquire a building permit and commence construction of the project prior to the expiration of the Development Period. However, nothing herein shall be construed to prevent the City Council by resolution to revoke the Development Incentive during the Development Period and resuming the collection of water and sewer impact fees provided for in Chapter 102, Article II, of the City Code.

Section 3. Severability. Should any section, subsection, sentence, clause, phrase, or other provision of this ordinance be held invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not be so construed as to render invalid or unconstitutional the remaining provisions of this ordinance.

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

[Remainder of this page intentionally left blank.]

Section 5. Effective Date. This Ordinance shall take effect upon its adoption.

PASSED upon first reading this _____ day of December 2020.

NOTICE PUBLISHED on the _____ day of _____ 2020.

PASSED AND ADOPTED on the _____ day of _____ 2020.

CITY OF LAKE CITY, FLORIDA

By: _____
Stephen M. Witt, Mayor

ATTEST:

APPROVED AS TO FORM AND
LEGALITY:

By: _____
Audrey E. Sikes, City Clerk

By: _____
Frederick L. Koberlein, Jr.,
City Attorney

File Attachments for Item:

5. City Council Ordinance No. 2021-2178 - (first reading) An ordinance of the City Council of the City of Lake City, Florida, amending Chapter 2, Article 2, of the City Code of ordinances; providing for amendments to the rules of meetings of the City Council and special standing committees; providing for amendments to the composition, function, 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 2021-2178 (first reading)

ORDINANCE 2021-2178

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AMENDING CHAPTER 2, ARTICLE 2, OF THE CITY CODE OF ORDINANCES; PROVIDING FOR AMENDMENTS TO THE RULES OF MEETINGS OF THE CITY COUNCIL AND SPECIAL STANDING COMMITTEES; 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 finds that it is in the best interests of the citizens of the City of Lake City that the rules of meetings be updated; and

WHEREAS it is the intent of the City Council that its rules fully provide its deliberations and actions be conducted and taken openly in order that the members of the public may be fully informed; and

WHEREAS it is the intent of the City Council that it provide universal rules for the meetings of the City Council and its Special Standing Committees; and

WHEREAS it is the finding of the City Council that the members of the public must be fully informed if they are to be intelligently advised as to the conduct of public business by the Council; and

WHEREAS the City Council further finds that it is in the best interests of the City to find and provide opportunities for the public to be heard on propositions before the Council; and

WHEREAS the City Council further finds that it is in the best interests of the citizens of the City of Lake City to minimize the expenses and delays associated with future amendments to the rules of meetings.

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 2-31 ~~Regular m~~ Meetings of the City Council

- (a) The City Council shall determine and establish by ordinance or resolution the rules governing its own proceedings and the time and place for holding its meetings.
- (b) The presiding officer of the city council shall be the mayor or, in his or her absence, the vice-mayor. The presiding officer, or a majority of the city council shall preserve strict order and decorum at all regular and special meetings of the council.
- (c) Before proceeding with the business of the city council, the city clerk shall call the roll of the councilmembers, the city manager, the city attorney, and the sergeant-at-arms.
- (d) Every question coming before the city council shall be stated and the decision of the council shall be announced.
- (e) Unless a councilmember declares a conflict, his or her silence shall be recorded as an affirmative vote.
- (f) The presiding officer shall vote on all questions; the presiding officer shall be the last name called on the roll.
- (g) The presiding officer shall sign all ordinances and resolutions adopted by the council during the officer’s presence. The city clerk and city attorney shall also sign as appropriate.
- (h) The city clerk, or a designee, shall be present at all meetings of the city council and shall keep a record of the council proceedings as required by law. The city clerk shall also enter in full all ordinances and resolutions in an ordinance book and a resolution book, provided and kept for those purposes. Said books may be maintained electronically and shall be public records. Furthermore, the city clerk shall cause all ordinances to be codified in the Code of Ordinances.
- (i) ~~(a)Time. T~~ Unless otherwise duly scheduled and properly noticed, the city council shall hold regular meetings on the first and third Monday of each

month, commencing at 6:00 p.m., ~~or at such other hour of said day as may be designated by the mayor or written notice given to the council members, city manager, city clerk, city attorney and local news media at least 24 hours prior to said meeting.~~ However, when the day fixed for any regular meeting of the city council falls upon a day designated by law as a legal or national holiday, such meeting shall be held at the same hour on the next succeeding day that is not a holiday without further notice.

- (j) ~~(b)~~ *Place.* All regular or special meetings of the city council shall be held in the city council's chambers at the City Hall in Lake City, Florida, or at such other location anywhere, within Columbia County, Florida, as may be designated by the caller of the meeting in the notice calling the meeting.

Section 2-32. - Special meetings.

The mayor, the city manager or three or more councilmembers ~~of the city council~~ may call special or emergency meetings of the council; provided, however, that each councilmember shall be given reasonable ~~at least 12 hours'~~ ~~written~~ notice. Such ~~which~~ notice shall be served ~~personally~~ upon each councilmember: personally, electronically, or left at his or her usual place of residence. ~~Whenever practicable, each member shall receive 12 hours' notice.~~ The notice calling the special meeting shall state the date and hour of the meeting and the purpose for which such meeting is called, and no business shall be transacted at such meeting, except such as is stated in the notice.

Section 2-33. Meetings open to public.

Except as specifically permitted by law, all ~~All~~ meetings of the city council shall be open to the public, and ~~any visitors~~ the public shall have access to the minutes and records of such meetings at all reasonable times.

Section 2-34. - Agenda.

All reports, communications, ordinances, resolutions, contract documents, or other matters to be submitted to the city council shall, ~~at least six business hours prior to each council meeting,~~ be delivered to the city clerk, whereupon the city clerk shall immediately arrange a list of such matters according to the order of business, the Agenda, and furnish each councilmember, of the city council the city manager, and the city attorney with a copy of the Agenda prior to the council meeting ~~and~~ as far in advance of the meeting as time for preparation will permit. No matter shall be considered by the city council at any meeting unless it shall have been first submitted to the city clerk and placed upon the Agenda as provided in this section; ~~unless, for emergency matters,~~ such requirement is waived by the unanimous consent of the councilmembers.

~~□ Sec. 2-35. — Presiding officer.~~

~~□ (a) The presiding officer of the city council shall be the mayor or, in his absence, the vice mayor. The presiding officer shall preserve strict order and decorum at all regular and special meetings of the council. He shall state every question coming before the city council, announce the decision of the council on all subjects and decide all questions of order, subject, however, to an appeal to the council, in which event a majority vote of the council shall govern and conclusively determine such question of order. He shall vote on all questions, his name to be called last. He shall sign all ordinances and resolutions adopted by the council during his presence.~~

~~(b) In the event of the absence of the mayor, the vice mayor shall sign ordinances or resolutions as then adopted.~~

~~□ Sec. 2-36. — Call to order; presiding officer.~~

~~□ The mayor, or in his absence, the vice mayor shall take the chair precisely at the hour appointed for the meeting, and shall immediately call the council to order. In the absence of the mayor, the mayor may appoint one of the other members of the council as vice mayor during his absence. If the mayor fails to appoint a vice mayor to preside during his absence, the remaining members of the council shall select and designate one of the councilmembers to act as mayor during the absence of the mayor. The vice mayor shall preside at the meetings and shall assume all the duties of the mayor during the mayor's absence.~~

~~Section. 2-37. — Roll call.~~

~~Before proceeding with the business of the city council, the city clerk shall call the roll of the members, and the names of those present shall be entered in the minutes. The roll call shall include the city attorney and sergeant at arms.~~

~~Section. 2-38. - Quorum.~~

~~Three councilmembers of the city council shall constitute a quorum at any regular or special meeting of the city council. In the absence of a quorum, the presiding officer may, or shall, at the insistence of any plurality of the councilmembers present, adjourn the meeting from day to day until such time as a quorum may be present. A councilmember of the city council may be compelled to attend any meeting of the council upon unanimous vote of those attending the meeting. The presiding officer shall instruct the chief of police sergeant-at-arms or his the designated officer to bring such absent councilmember or councilmembers to said meeting forthwith; provided, however, that no councilmember shall be compelled to attend any meeting if such councilmember is sick or ill or otherwise incapacitated and unable to physically be present.~~

Section. 2-39. - Order of business.

~~Promptly a~~ At the hour set by the city council, ~~for on the day of~~ each regular or special meeting, the ~~councilmembers of the city council~~, the city clerk, the city attorney, and the sergeant at arms ~~chief of police~~ shall take their regular stations ~~in the council chambers at the meeting site~~, and the business of the council shall be taken up for consideration and disposition. ~~in the following order:~~ The Agenda prepared by the city clerk in accordance with Section 2-34 shall initially be considered as the order of business. It may be amended as necessary or appropriate prior to adoption by the council.

~~(1) Roll call.~~

~~(2) Approval of minutes of previous meeting.~~

~~(3) Petitions, remonstrances and communications.~~

~~(4) Introduction and adoption of resolutions and ordinances.~~

~~(5) Report of department heads and committees.~~

~~(6) Unfinished business.~~

~~(7) New business.~~

~~(8) Miscellaneous.~~

~~(9) Appropriations.~~

~~(10) Adjournment.~~

Section. 2-40. - Reading of minutes.

Unless a reading of the minutes of a council meeting is requested by a ~~councilmember of the council~~, such minutes may be approved without reading. ~~if the city clerk has previously furnished each member with a synopsis thereof.~~ At least three days prior to each meeting, the city clerk shall furnish each ~~councilmember of the city council~~ and the city attorney with a copy of the minutes of the preceding meeting.

Section. 2-41. - Rules of debate.

(a) Debate from chair. The mayor or vice-mayor or such other ~~councilmember of the city council~~ as may be presiding may move, second and

debate from the chair, subject only to such limitations of debate as are by these rules imposed on all councilmembers and shall not be deprived of any of the rights and privileges of the councilmember by reason of being ~~his acting as~~ the presiding officer.

(b) Getting the floor; improper references to be avoided. Every councilmember desiring to speak shall address the chair, and, upon recognition by the presiding officer, shall confine ~~himself~~ all comments to the question under debate, avoiding all personalities and indecorous language.

(c) Interruptions. A councilmember, once recognized, shall not be interrupted when speaking unless it be to call him or her to order, or as otherwise provided in this section. If a councilmember, while speaking, is called to order, ~~he the councilmember~~ shall cease speaking until the question of order be determined, and, if in order, ~~he the councilmember~~ shall be permitted to proceed.

(d) Privilege of closing debate. The councilmember moving the adoption of an ordinance or resolution or any motion shall have the privilege of closing the debate.

(e) Motion to reconsider. A motion to reconsider any action taken by the council may be made only on the day such action was taken. It may be made either immediately during the same session, or at a recessed or adjourned session of the council. Such motion shall be made by one of the prevailing side, but may be seconded by any councilmembers, and may be made at any time and have precedence over all other motions or while a councilmember has the floor; it shall be debatable. Nothing in this section shall be construed to prevent any councilmember of the council from making or remaking the same or any other motion at a subsequent meeting of the council.

(f) Remarks of councilmember; entry in minutes. A councilmember may request, through the presiding officer, the privilege of having an abstract of ~~his~~ the councilmember's statement on any subject under consideration by the councilmember entered in the minutes. If the city council consents thereto, such statement shall be entered in the minutes.

(g) Synopsis of debate; entry in minutes. The clerk may ~~be directed by the presiding officer, with consent of the council, to~~ enter in the minutes a synopsis of the discussion on any question coming ~~regularly~~ before the council.

(h) Rules of order. Except in conflict with the provisions of this section, Robert's Rules of Order, Newly Revised, shall govern the deliberations of the council.

Section. 2-42. - Addressing the council through presentation.

Any person desiring to address the council through presentation shall first notify the city clerk of such desire and state the purpose or matter he desires to bring before the council. The city clerk shall place the request upon the agenda under its proper heading of business, provided the person seeking to address the council has made his request of the city clerk ~~six hours~~ prior to the final completion of the Agenda. ~~meeting; provided, however, that under the following headings of business, unless the presiding officer rules otherwise, any qualified person may address the council without securing such prior permission:~~

(1) Written communications. Interested parties or their authorized representatives may address the council or councilmembers by written communications at any time ~~in regard to matters then under discussion.~~

~~(2) Oral communications.~~

~~Taxpayers or residents of the city, or their authorized legal representatives, may address the council by oral communication on any matter concerning the city's business, or any matter over which the council has control; provided, however, that preference shall be given to those persons who may have notified the city clerk in advance of their desire to speak in order that the same may appear on the agenda of the council.~~

~~(3) Reading of protests, petitions or communications. Interested persons or their authorized representatives may address the council by reading of protests, petitions, or communications relating to zoning, sewer and street proceedings; hearings on protests, appeals and petitions; or similar matters, in regard to matters then under consideration.~~

Section. 2-43. - Addressing the council after motion made.

After a motion is made by the council, no person shall address the council without first securing the permission of the presiding officer so to do.

Section. 2-44. - Public Participation; ~~m~~Manner of addressing council; time limit.

During the Public Participation portion of the meeting, any member of the public may address the city council concerning: an Agenda item, the city's business, or any matter over which the council has control. The address may include the reading of protests, petitions, or communications.

Each person addressing the council shall stand at the podium or take a seat in front of the council, shall give his or her name and address in an audible tone of voice for the records, and unless further time is granted by the council, shall limit his or her address to 15 3 minutes. All remarks shall be addressed

to the council as a body and not to any councilmember or other individual. No person, other than the council and the person having the floor, shall be permitted to enter into any discussion, either directly or through a councilmember ~~of the council~~, without the permission of the presiding officer.

~~Section. 2-45. — Silence constitutes affirmative vote.~~

~~Unless a member of the council states that he is not voting, his silence shall be recorded as an affirmative vote.~~

Section. 2-46. - Decorum.

(a) By councilmembers. While the council is in session, the councilmembers must preserve order and decorum, and a councilmember shall neither, by conversation or otherwise, delay or interrupt the proceedings or the peace of the council nor disturb any councilmember while speaking or refuse to obey the orders of the council or its presiding officer, except as otherwise provided in this section.

(b) By persons. Except as specifically set forth herein, any member of the public making oral comments to the council shall abide by all rules of discussion and decorum applicable to councilmembers. Any person making personal, impertinent, or slanderous remarks or who shall become boisterous while ~~addressing the council~~ attending a meeting shall be ~~barred~~ removed by the presiding officer from ~~further audience before the council~~ the meeting, unless permission to continue is granted by a majority vote of the council.

Section. 2-47. - Enforcement of decorum.

The chief of police, or such members of the police department as ~~he~~ be designated, shall be sergeant-at-arms of the council meetings. ~~He, or they,~~ The sergeant-at-arms shall carry out all orders and instructions given by the presiding officer for the purpose of maintaining order and decorum at the council meeting. Upon instructions of the presiding officer, it shall be the duty of the sergeant-at-arms to ~~place~~ remove from the meeting any person who violates the order and decorum of the meeting. ~~under arrest, and cause him to be prosecuted under the provisions of this article, the complaint to be signed by the presiding officer.~~ It shall also be the duty of the sergeant-at-arms to compel absent members of the council to attend any meetings upon instructions from the presiding officer or other members of the council as provided in this ~~section~~ Article.

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 ~~three~~ four non-council members, consisting of the city manager or their designee, executive director of administrative services and 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 ~~on any and all~~ those matters pertaining to the needs of the airport and the promotion of the airport for both aviation~~al~~ and non-aviation~~al~~ 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. Participate with and serve as the city's representative on the joint city county beautification committee;~~

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

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

~~vi~~ ~~vii~~. 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~~ ~~viii~~. 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 ~~ix~~. 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 x.~~ 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.

~~3. The two council members of the beautification committee shall represent the city at the city county joint beautification committee, as it may exist from time to time.~~

c. Community redevelopment advisory committee.

1. There is hereby created and established a community redevelopment advisory committee (herein "CRAC") of the city council, which shall consist of the mayor and one city council member ("council members"), ~~a member ("county board member") representing the Columbia County Board of County Commissioners (the "county board"), a member ("chamber member") representing the Lake City Columbia County Chamber of Commerce (the "chamber member"), and seven~~ six non-council members ("non-council public members"). The council members and ~~seven~~ six non-council members shall be appointed by the mayor by resolution with the consent and approval of the city council. ~~The county board member shall be a person designated from time to time in writing by the county board and whose designation shall be ratified and confirmed by resolution of the city council. The initial designated chamber member shall serve an initial term ending December 31, 2014. On January 1, 2015, and annually thereafter, the chamber member shall be the duly elected and acting president of the chamber whose name shall be certified to the city and whose designation shall be ratified and confirmed by resolution of the city council.~~ The ~~seven non-council~~ six public members shall be either a resident of the city and/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. o 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 ~~any and all~~ 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 council members 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 ~~to be~~ 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.

(6) 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 initial members of each advisory committee shall be appointed for a period terminating September 30, 2013. Thereafter~~ The term of all members shall be for two years commencing October 1, 2013 of each year.

(8) 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, and shall keep minutes of its discussions, findings, and recommendations, all of which shall be open to public inspection. ~~Robert's Rules of Order, newly revised, as amended from time to time shall govern the deliberations of each advisory committee.~~

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

(10) 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 ~~at least 24 hours~~ (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 ~~seven~~ 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.

(11) 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, ~~, including the provisions and requirements of F.S. chs. 112, 119 and F.S. § 286.~~

(12) 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. 2-49. - Committee of the whole council.

(a) Committee of the whole council. There is hereby created and established the committee of the whole, which shall consist of all councilmembers of the city council. The mayor shall be the chairman of the committee.

(b) Functions and responsibilities of the committee of the whole council. The committee of the whole council shall:

(1) Schedule and conduct workshop meetings to consider any matter pertaining to the functioning of the city, including any of the functions and responsibilities assigned to any of the special committees created in Section 2-48 of this article;

(2) Represent the city and serve on any joint city-county committee composed of the councilmembers of the city council, the Columbia County Board of Commissioners and, when applicable, the Mayor of Fort White.

(c) The mayor, or in his or her absence, the vice mayor, shall preside at all meetings of the committee of the whole and the rules of proceedings of the council shall apply and be observed in all meetings of the committee of the whole as far as such rules may be applicable. The committee of the whole shall meet as often as is necessary to do so in order to carry out the business or matters referred to it by the council. The mayor or any two councilmembers of the council may call a meeting of the committee of the whole upon reasonable 24 hours written notice to all members, the city manager, the city attorney and the city clerk. All meetings shall be open to the public. The city clerk shall serve as the secretary of the committee of the whole.

Section. 2-50. - Councilmembers may file protests against council action.

Any councilmember shall have the right to have the reasons for his or her dissent from, or protest against, any action of the council entered on the minutes.

Section. 2-51. - Ordinances, resolutions, motions and contracts.

(a) Preparation of ordinances. All ordinances shall be ~~prepared~~ reviewed by the city attorney. No ordinance shall be prepared for presentation to the council unless ordered by a majority vote of the council, or requested in writing by the mayor or the City Manager, or prepared by the city attorney on his or her own initiative.

(b) Approval by city attorney. All ordinances, resolutions and contract documents shall, before presentation to the council, have been approved as to form and legality by the city attorney.

(c) Introduction for passage or approval. Introduction for passage of ordinances, motions and contracts shall be as follows:

(1) Ordinances, resolutions, and other matters or subjects requiring action by the council must be introduced and sponsored by a councilmember of the council, or the city attorney may present ordinances, resolutions, and other matters or subjects to the council, and any councilmember may assume sponsorship thereof by moving that such ordinances, resolutions, matters or subjects be adopted; otherwise, they shall not be considered.

(2) Every proposed ordinance or resolution shall be introduced in written or printed form and shall not contain more than one subject and matters properly connected therewith. The subject shall be clearly stated in the title.

(3) Except as provided in F.S. § 166.041(3)(c), a proposed ordinance may be read by title, or in full, on at least two separate days and shall, at least ten days prior to adoption, be noticed once in a newspaper of general circulation in the city.

(4) The city council may, by a two-thirds vote, enact an emergency ordinance without complying with the requirements of subsection (c)(3) of this section. However, no emergency ordinance or resolution shall be enacted which establishes or amends the actual zoning map designation of a parcel of land or that changes the actual list of permitted, conditional, or prohibited uses within a zoning category.

(5) All ordinances or resolutions passed by the council shall become effective ten days after passage or as otherwise provided therein.

(6) The enacting clause of all ordinances shall be "be it enacted by the people of the City of Lake City, Florida." The affirmative vote of a majority of councilmembers present shall be necessary to adopt any ordinance or resolution, and the passage of all ordinances and resolutions shall be taken by yeas and nays and be entered upon the minutes.

Section. 2-52. - Adjournment.

A motion to adjourn shall always be in order and decided without debate.

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.

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

PASSED upon first reading this ____ day of _____ 2021.

NOTICE PUBLISHED on the _____ day of _____ 2021.

PASSED AND ADOPTED on the _____ day of _____ 2021.

CITY OF LAKE CITY, FLORIDA

By: _____
Stephen M. Witt, Mayor

ATTEST:

APPROVED AS TO FORM AND
LEGALITY:

By: _____
Audrey E. Sikes, City Clerk

By: _____
Frederick L. Koberlein, Jr.,
City Attorney

File Attachments for Item:

6. City Council Ordinance No. 2021-2182 - (first reading) An ordinance of the City Council of the City of Lake City, Florida, amending the Code of the City of Lake City, Florida by adding Section 2-184, to provide for the procurement of design-build contract; providing for severability; providing for conflicts; providing for codification; providing an effective date.

Adopt City Council Ordinance No. 2021-2182 (first reading)

CITY COUNCIL ORDINANCE NO. 2021-2182

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AMENDING THE CODE OF THE CITY OF LAKE CITY, FLORIDA BY ADDING SECTION 2-184, TO PROVIDE FOR THE PROCUREMENT OF DESIGN-BUILD CONTRACTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Lake City, Florida, (hereinafter the “City”) has adopted a Code related to procurement to provide efficient, fiscally responsible, centralized purchasing in support of municipal services needed by the City, and to ensure competitive bidding for supplies and contractual services in order to obtain the best price for such supplies and contractual services; and

WHEREAS, it is the intent of the City Council to establish a uniform procedure in compliance with state law to permit the use of a design-build approach for the construction of capital improvement projects; and

WHEREAS, the City is authorized by § 287.055, Florida Statutes, to adopt an ordinance governing the award of design-build contracts; and

WHEREAS, the City Council finds that the addition of section 2-184, titled “Design-Build Contracts” to the City Code would be in the best interests of the City.

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 are hereby made a part of this ordinance.

Section 2. That the Code of the City of Lake City, Florida, is hereby amended by adding a section 2-184, which section shall be titled “Design-Build Contracts” and shall read as follows:

Sec. 2-184. – Design-Build Contracts.

- (a) *Short title.* This section shall be known and may be cited as the "Design-Build Contract Section."
- (b) *Definitions.* The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:
 - (1) *Design-build contract* means a single contract with a design-build firm for the design and construction of a public construction project.
 - (2) *Design-build firm* means a partnership, corporation, or other legal entity which:
 - a. Is certified under F.S. § 489.119 to engage in contracting through a certified or registered general contractor or a certified or registered building contractor as the qualifying agent; or
 - b. Is certified under F.S. § 471.023 to practice or to offer to practice engineering; certified under F.S. § 481.219 to practice or to offer to practice architecture; or certified under F.S. § 481.319 to practice or to offer to practice landscape architecture.
 - (3) *Design criteria package* means concise, performance-oriented drawings or specifications of the public construction project. The purpose of the design criteria package is to furnish sufficient information so as to permit design-build firms to prepare a bid or a response to the city's request for proposal, or to permit the city to enter into a negotiated design-build contract. The design criteria package shall specify such performance-based criteria for the public construction project, including, but not limited to, the legal description of the site, survey information concerning the site, interior space requirements, material quality standards, schematic layouts and conceptual design criteria of the project, cost or budget estimates, design and construction schedules, site development requirements, provisions for utilities, stormwater retention and disposal, and parking requirements, as may be applicable to the project.
 - (4) *Design criteria professional* means a firm who holds a current certificate of registration under F.S. ch. 481 to practice architecture or landscape architecture or a firm who holds a

current certificate as a registered engineer under F.S. ch. 471 to practice engineering and who is employed by or under contract to the agency for the providing of professional architect services, landscape architect services, or engineering services in connection with the preparation of the design criteria package.

(c) Design criteria requirements.

(1) *Design criteria package.*

- a. All design-build projects, except as otherwise provided in F.S. § 287.055(9)(c), with the use of a qualifications-based selection process, shall utilize a design criteria package for the design and construction of the public construction project in order to define the project parameters which are to be used to evaluate and govern the proposal. This design criteria package shall consist of concise performance-oriented drawings or specifications, or both, of the project. The criteria shall include the requirements set forth in this subsection
- b. The design criteria package shall be prepared and sealed by a design criteria professional employed by or retained by the city.

(2) *Design criteria professional.*

- a. Acceptable entities who may act as the design criteria professional include, but are not limited to:
- b. Licensed professional engineers, architects and landscape architects employed by the city.
- c. A licensed engineering, architectural, or landscape architectural firm providing management services to the city so long as such firm was selected by the city pursuant to F.S. § 287.055.
- d. Engineering, architectural, and landscape architectural firms selected by the city, pursuant to F.S. § 287.055, to be the design criteria professional.

(3) A design criteria professional who has been selected to prepare the design criteria package shall not be eligible to render services under a design-build criteria package.

(4) The city manager, or designee, shall consult with the design criteria professional concerning its duties which include, but are not limited to:

- a. Preparation and sealing of the design criteria package;

- b. Evaluation of the responses or bids submitted by the design-build firms prior to selection by the city council;
- c. Supervision or approval of the city of the detailed working drawings of the projects; and
- d. Evaluation of the compliance of the project construction with the design criteria package prepared by the design criteria professional.

(d) Selection procedures.

- (1) *Public announcement.* The city shall publicly advertise in a uniform and consistent manner on each occasion when design-build services are required except in cases of public emergencies as declared by the city council. The advertisement shall include a general description of the project and shall indicate how, and the time within which, interested design-build firms may apply for consideration.
- (2) *Legal qualification.* Any firm or individual desiring to provide design-build services to the city must first be determined legally qualified. To be legally qualified:
 - a. Firms must be properly certified to engage in contracting through a certified or registered general contractor or a certified or registered building contractor as the qualifying agent;
 - b. Firms must be properly certified to practice or to offer to practice engineering, architecture, or landscape architecture; and
 - c. The firm shall be duly qualified to perform its proposed service under any other applicable law.
- (3) *Selection committee.* A selection committee appointed by the city manager and including the city manager, or designee, shall be used to evaluate and rank the design-build firms and their responses for recommendation to the city council.
- (4) *Solicitation.* The city manager or the city manager's designee shall develop a request for proposals (RFP) to solicit proposals from interested, qualified design-build firms. Except as otherwise provided in F.S. § 287.055(9)(c), with the use of a qualifications-based selection process, the RFP shall contain as a minimum the following:
 - a. The design criteria package defined in this section.
 - b. The criteria, procedures, and standards for the evaluation of design-build contract proposals, based on

price, technical and design aspects of the public construction project, weighted for the subject.

- c. Requirements for determining qualifications of firms proposing, such as license, list of subcontractors, architect and engineer, and references.
- d. Terms and conditions of proposed agreement.
- e. Other items as required by procedures, laws, ordinances, or prevailing circumstances.

(5) *Selection.*

- a. All information required by the RFP shall be submitted in a sealed envelope. Except as otherwise provided in F.S. § 287.055(9)(c), with the use of a qualifications-based selection process, all proposed designs and price proposals shall be submitted in a separate sealed envelope submitted with the RFP which will be opened and considered by the selection committee for shortlisted firms only.
- b. The selection committee shall review all proposals (except the proposed designs and price proposals) and shall shortlist to no less than three design-build firms as the most qualified, based on the qualifications, availability, and past work of the firms, including the partners or members thereof. In evaluating the proposals and preparing the shortlist, the committee shall consult with the design criteria professional concerning the evaluation of the responses submitted by the design-build firms. Once the committee has shortlisted, except as otherwise provided in F.S. § 287.055(9)(c), with the use of a qualifications-based selection process, the committee shall open the separate envelopes containing the proposed design solutions and the price submitted by the shortlisted firms. The committee shall then rank the shortlisted firms based upon the evaluation criteria and procedures set forth within the request for proposal. The committee may, if necessary, require verbal presentations from all firms in order that the qualifications and/or proposals may be clarified.
- c. After the committee has ranked the shortlisted firms based upon the award criteria set forth within the request for proposal, the ranking shall be presented to the city council which may approve, disapprove or request modifications to the recommended rankings be

brought back at a subsequent meeting. Following the ranking by the city council, the committee shall attempt to negotiate a contract within the parameters of the design criteria package or the results of the qualifications-based selection process and in accordance with city council ranking.

(6) *Contract.*

- a. The committee shall negotiate a design-build contract at a price which the committee determines is fair, competitive and reasonable. Should the committee be unable to negotiate a satisfactory contract with the first ranked firm, then the committee shall formally terminate negotiations with such firm. The committee shall then undertake negotiations with the second ranked firm and shall continue this process until a satisfactory contract is negotiated.
- b. The contract negotiated by the committee shall be subject to the approval of the city council.

(7) *Public emergencies.* If a public emergency is declared by the city council, a negotiating committee may be formed by the city manager, subject to the approval of the city council, and authorized to negotiate with the best qualified design-build firm available at that time for the design and construction of a capital project. To the extent practical, the negotiating committee shall solicit letters of interest in order to determine the best qualified design-build firm available at the time. The contract negotiated by such committee shall be subject to the approval of the city council.

Section 3. Severability. It is the declared intent of the City Council of the City of Lake City that, if any section, sentence, clause, phrase, or provision of this ordinance is for any reason held or declared to be unconstitutional, void, or inoperative by a court or agency of competent jurisdiction, such holding of invalidity or unconstitutionality shall not affect the remaining provisions of this ordinance, and the remainder of this ordinance after the exclusion of such part or parts shall be deemed to be valid.

Section 4. Conflict. All ordinances or parts of ordinances in conflict herewith are, to the extent of the conflict, hereby repealed.

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 part of the Code of the City of Lake City, Florida.

Section 6. Effective Date. This ordinance shall be effective as of the date of its adoption.

PASSED upon first reading this day of 2021.

NOTICE PUBLISHED on the day of 2021.

PASSED AND ADOPTED on the second and final reading this day of
2021.

CITY OF LAKE CITY, FLORIDA

By:
Stephen M. Witt, Mayor

ATTEST:

APPROVED AS TO FORM AND
LEGALITY:

By:
Audrey E. Sikes, City Clerk

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

File Attachments for Item:

7. City Council Ordinance No. 2021-2183 - (first reading) An ordinance of the City of Lake City, Florida, relating to unlawful activity within public roads and rights-of-way; amending Chapter 98 of the City of Lake City Code to further prohibit activities that interfere with public safety and the primary purpose of public roads and rights-of-way; providing for severability; providing for conflicts; providing for codification; and providing for an effective date.

Adopt City Council Ordinance No. 2021-2183 (first reading)

ORDINANCE NO. 2021-2183

AN ORDINANCE OF THE CITY OF LAKE CITY, FLORIDA, RELATING TO UNLAWFUL ACTIVITY WITHIN PUBLIC ROADS AND RIGHTS-OF-WAY; AMENDING CHAPTER 98 OF THE CITY OF LAKE CITY CODE TO FURTHER PROHIBIT ACTIVITIES THAT INTERFERE WITH PUBLIC SAFETY AND THE PRIMARY PURPOSE OF PUBLIC ROADS AND RIGHTS-OF-WAY; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Lake City Code is empowered to enact ordinances to address the City's legitimate and significant interest in providing and promoting safe means of travel and use of the public roads and rights-of-way in the City; and

WHEREAS, the Florida Department of Transportation determined the City of Lake City ranked number one in the State of Florida out of 101 Group II Cities, for pedestrian or bicycle accidents with serious injuries and fatalities between the years of 2013 and 2017; and

WHEREAS, the City of Lake City Police Department conducted a study of vehicle accidents involving pedestrians from 2015 to present within the City, to determine which roadways accounted for the greatest number of vehicles involved in pedestrian accidents (hereinafter the "Safety Study"); and

WHEREAS, the Safety Study determined roadways which may not have documented vehicle-pedestrian accidents in recent years, but which have similar traffic flow and configuration to roadways with documented vehicle-pedestrian accidents, should also be considered to have a high risk of future vehicle-pedestrian accidents; and

WHEREAS, the City has a significant governmental interest in providing and promoting the health, safety and general welfare of the public by reducing distractions to motorists and unsafe pedestrian movement within or near travel lanes of high risk roadways and intersections; and

WHEREAS, traffic safety studies and other information reveal there are certain high risks to pedestrians on and near arterial roads in the City of Lake City. Arterial roads generally are among the most heavily trafficked roads in the City, have multiple travel lanes in each direction, do not have shoulders, do not have right side parking lanes, have curbs adjacent to the right exterior lane of travel, are populated with commercial businesses and advertisements that may distract vehicle operators; and have intersections with and without specific turn lanes, all of which require heightened operator attention and pose a high risk for pedestrians on such roadways if operators are distracted, and

WHEREAS, in addition to the high risks to pedestrians on arterial roads, there are high traffic volume cross streets to the arterial roads which generally: are controlled by a traffic control device (traffic lights), are among the most heavily trafficked intersections in Lake City, have one or more pedestrian crosswalks, do not have shoulders, do not have right lane parking lanes, have curbs adjacent to the right exterior lane of travel, are populated with commercial businesses and advertisements that may distract vehicle operators; and have one or more specific turn lanes, all of which require heightened operator attention and pose a high risk for pedestrians on such intersections if operators are distracted, and

WHEREAS, generally, the sidewalks along arterial roads have grass buffers separating the pedestrian and motor vehicle traffic; the medians on the arterial roadways in the City are designed for traffic separation and not for pedestrian use; pedestrians who cross the grass buffers or occupy the medians unduly distract drivers and place the occupants of motor vehicles and pedestrians in jeopardy, and

WHEREAS, the existence of sidewalks alongside arterial roads precludes any necessity for pedestrians to use the travel portion of said roads, and

WHEREAS, the unexpected presence of pedestrians near a motor vehicle within the traveled portion of the arterial roads and high volume cross streets increases the risk of collisions; regardless of whether the motor vehicle is in motion or stopped at a traffic signal; and

WHEREAS, pedestrians remaining on or within any portion of a roadway classified as arterial roads and high volume cross streets, including median areas, for purposes other than lawfully crossing the road in a crosswalk, increase the risk of collision between vehicles and pedestrians; and

WHEREAS, person-to-vehicle or vehicle-to-person interactions on high risk roads are inherently dangerous and are unwarranted distractions to motor vehicle operators; and

WHEREAS, the City wishes to amend Chapter 62 of the City of Lake City Code of Ordinances to address these concerns related to pedestrian-vehicle interactions; and

WHEREAS, this Ordinance is enacted pursuant to the home rule power of the City specifically and pursuant to Article VIII, Section 2, Florida Constitution, and Section 316.008(1), Florida Statutes, which authorizes the City to regulate the movement of motor vehicles and pedestrians on roads located within the City of Lake City; and

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

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

Section 1. Findings of Fact. The foregoing recital clauses are hereby adopted as findings of fact.

Section 2. Amended Code Language. Chapter 98 of the City of Lake City Code of Ordinances shall be amended by adding a new Article V which shall read as follows:

Article V – Prohibited activities that interfere with public safety and the primary purpose of high use public roads.

Section 98.70 - Area of applicability. This Article shall be applicable to and govern the public roads and the rights-of-way within the City of Lake City, Florida as set forth herein.

Section 98.71 – Definitions. When used in this Section, the following words or phrases have the following meanings:

(a) *City* means the City of Lake City, Florida.

(b) *Arterial Road* means the following roads within the *City*:

(1) U.S. Highway 90, a.k.a. SR 10 and Duval Street

(2) U.S. Highway 41, a.k.a. SR 25 and Main Boulevard (that portion South of the intersection with S.R. 100)

(3) U.S. Highway 441, a.k.a. SR 25a and Marion Avenue (that portion South of the intersection with S.R. 100)

(4) S.R. 10a, a.k.a. Baya Drive

Arterial Road includes any *medians* in such roadways.

(c) *High Risk Intersection* means any intersection on an *Arterial Road* which is controlled by traffic control devices (traffic signals). The *High Risk Intersection* shall extend outward along the intersecting road for a distance of two hundred (200) yards from the *Travel Portion* of the *Arterial Road*.

High Risk Intersection includes any *Medians* in such intersection.

- (d) *Median* means the area dividing a public road that separates lanes of traffic traveling in opposite directions or that controls or directs vehicular movements; it includes traffic islands. A *Median* area may be paved, unpaved, curbed, or painted.
- (e) *Motor Vehicle* shall have the same meaning as in Chapter 316, Florida Statutes.
- (f) *Pedestrian* shall have the same meaning as in Chapter 316, Florida Statutes.
- (g) *Travel Portion* means any portion of an *Arterial Road* or a *High Risk Intersection Road* that is normally used by moving motor vehicles.

Section 98.72 - Prohibitions. Except for First Responders in the course of official duties, persons rendering aid to accident victims, authorized highway repair or maintenance personnel, or other use authorized by the City Manager:

- (a) No *Pedestrian* shall occupy any travel portion of any *Arterial Road* or *High Risk Intersection Road* except in a designated crosswalk.
- (b) No *Pedestrian* shall have any interaction with an operator or occupant of a *Motor Vehicle* on the *Travel Portion* of an *Arterial Road* or in a *High Risk Intersection Road* including, but not limited to, handing or delivering any object to an operator or occupant of a *Motor Vehicle* or receiving any object from an operator or occupant of a *Motor Vehicle*.
- (c) No operator or occupant of any *Motor Vehicle* on the *Travel Portion* of an *Arterial Road* or in a *High Risk Intersection Road* shall have any interaction with any *Pedestrian* including, but not limited to, handing or delivering any object to a *Pedestrian* or receiving any object from a *Pedestrian*.

Section 98.73 - Penalties. A first or second violation of this Article shall be deemed a noncriminal infraction and disposed of in the manner provided for noncriminal infractions as set forth below.

- (d) The penalty for the first violation shall be a civil penalty of \$25.00 paid in accordance with Section 98-62(b) of this Code.
- (a) The penalty for the second violation shall be a civil penalty of \$50.00 paid in accordance with Section 98-62(b) of this Code.
- (e) Appeals shall be as set forth in Section 98-63 of this Code.

- (f) The penalty for the third and any subsequent violation shall be a misdemeanor of the second-degree punishable in accordance with Florida Statutes.

Section 3. Severability. If any provision of this Ordinance or the application thereof to any person or circumstances is held invalid, the invalidity shall not affect other provisions or applications of the Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of the Ordinance are declared severable.

Section 4. Conflicts. All ordinances or parts of ordinances in conflict herewith are, to the extent of the conflict, hereby repealed.

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 part of the Code of the City of Lake City, Florida.

Section 6. Effective date. This Ordinance shall become effective upon adoption.

PASSED upon first reading on the day of 2021.

NOTICE PUBLISHED on the day of 2021.

PASSED AND ADOPTED upon final reading on the day of
2021.

CITY OF LAKE CITY, FLORIDA

By:
Stephen M. Witt, Mayor

ATTEST:

APPROVED AS TO FORM AND
LEGALITY:

By:
Audrey E. Sikes, City Clerk

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

File Attachments for Item:

8. City Council Resolution No. 2021-013 - A resolution of the City Council of the City of Lake City, Florida, authorizing the execution of a Change Order to the contract between the City and SGS Contracting Services, Inc., relating to the replacement of the existing grit system at the St. Margarets Wastewater Treatment Facility, extending the project completion date an additional thirty (30) days, at an additional cost not-to-exceed \$268,700.

CITY COUNCIL RESOLUTION NO. 2021-013

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AUTHORIZING THE EXECUTION OF A CHANGE ORDER TO THE CONTRACT BETWEEN THE CITY AND SGS CONTRACTING SERVICES, INC., RELATING TO THE REPLACEMENT OF THE EXISTING GRIT SYSTEM AT THE ST. MARGARETS WASTEWATER TREATMENT FACILITY, EXTENDING THE PROJECT COMPLETION DATE AN ADDITIONAL THIRTY (30) DAYS, AT AN ADDITIONAL COST NOT-TO-EXCEED \$268,700.00.

WHEREAS, the City of Lake City, Florida, (hereinafter the "City") pursuant to City Council Resolution No. 2020-111, entered into an Agreement with SGS Contracting Services, Inc., (hereinafter "SGS"), for aeration basin aerator replacements (six (6)) (hereinafter the "Project") at the St. Margarets Wastewater Treatment Facility (hereinafter "St. Margarets") for a contract price of \$1,471,700.00; and

WHEREAS, the Project engineer, City administration, and SGS recommend that additional work be performed at St. Margarets for the betterment of the Project, to wit: replacement of the existing grit system; and

WHEREAS, the Project engineer, City administration, and SGS anticipate the additional work to add costs to the Project totaling \$268,700.00 and thirty (30) days to the contract time agreed upon in the Agreement; and

WHEREAS, the City Council finds that it is in the City's best interests to enter into Change Order No. 1 to the Agreement, a copy of which is attached hereto, to memorialize the terms and conditions of the additional work.

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

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

Section 2. The City is hereby authorized to execute Change Order No. 1 with SGS, adding costs of \$268,700.00 and thirty (30) days to the Project and the Mayor is authorized to execute a formal Change Order No. 1 for and on behalf of the City to memorialize the changes to the Project.

Section 3. The City Manager and City Attorney are authorized to make such reasonable changes and modifications to the Change Order 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 SGS Contracting Services, Inc., to exceed the amended Contract Price. The Mayor is authorized and directed to execute and deliver the Change Order 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 SGS Contracting Services, Inc., shall be deemed to be conclusive evidence of approval of such changes, amendments, modifications, omissions, and additions.

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PASSED AND ADOPTED at a meeting of the City Council this 16th day of February 2021.

CITY OF LAKE CITY, FLORIDA

By:
Stephen M. Witt, Mayor

ATTEST

APPROVED AS TO FORM AND
LEGALITY:

By:
Audrey E. Sikes, City Clerk

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

CHANGE ORDER NO. 1

Owner: City of Lake City, Florida
 Engineer: Mittauer & Associates, Inc.
 Contractor: SGS Contracting Services, Inc.
 Project: SMWWTF Aeration Basin Aerator Repl.
 Date Issued: January 29, 2021

Owner's Project No.:
 Engineer's Project No.: 8904-16-1
 Contractor's Project No.: 2020-08

Effective Date of Change Order: January 29, 2021

The Contract is modified as follows upon execution of this Change Order:

Description: Increase in contract price of \$268,700.00 for the replacement of the existing grit system at the SMWWTF.

Attachments: Contractor's proposal dated 12-16-2020.

Change in Contract Price		Change in Contract Times (Number of Days)	
Original Contract Price:		Original Contract Times:	
\$ 1,471,700.00		Substantial Completion:	335
		Ready for final payment:	365
[Increase] [Decrease] from previously approved Change Orders No. 0 to No. 0		[Increase] [Decrease] from previously approved Change Orders No. 0 to No. 0	
\$ 0		Substantial Completion:	0
		Ready for final payment:	0
Contract Price prior to this Change Order:		Contract Times prior to this Change Order:	
\$ 1,471,700.00		Substantial Completion:	335
		Ready for final payment:	365
Increase [Decrease] this Change Order:		[Increase] [Decrease] this Change Order:	
\$ 268,700.00		Substantial Completion:	0
		Ready for final payment:	0
Contract Price incorporating this Change Order:		Contract Times with all approved Change Orders:	
\$ 1,740,400.00		Substantial Completion:	335
		Ready for final payment:	365

Recommended by Engineer (if required)**Approved by Funding Agency (if applicable)**

By: 

Title: Timothy P. Norman, P.E.

Date: 1/29/21

Authorized by Owner**Authorized by Contractor**

By: _____

Title: Stephen M. Witt, Mayor

Date: _____



Seth Simmons, President

2/1/2021

Modified per Mittauer & Associates, Inc.

EJCDC® C-941, Change Order.

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SGS CONTRACTING SERVICES, INC.
PO BOX 908, HIGH SPRINGS, FL 32655
(386) 361-5300
www.sgscsi.com

PROPOSAL

DATE: 12-16-2020
PROJECT: Lake City St. Margerets Street WWTP Aeration Project
RE: Proposal for Grit System Replacement

SCOPE OF WORK

1	SCOPE					
2	Generally speaking, our scope of work includes the replacement of the existing grit system. This includes demolition of existing					
3	equipment and proper disposal. The new equipment will be installed in the existing structure and connected electrically using existing					
4	circuits and breakers. Additional new equipment to be installed includes grit classifier and pump. Includes grout for concrete cone.					
5						
6	This proposal assume that existing flow control gates are operational can sufficiently stop flow into the grit collection chamber.					
7						
8	<i>Equipment Scope of Supply Attached</i>					
9		INCLUDED (Yes/No)				
10	DOCUMENTS	Yes	No		N/A	Comments
11	Reference As-Builts	X				
12						
13	GENERAL PROVISIONS	Yes	No		N/A	Comments
14						
15	SITWORK & EARTHWORK	Yes	No		N/A	Comments
16	Restore Work Area	Y				
17	CONCRETE	Yes	No		N/A	Comments
18	Demo as required	Y				
19	New concrete and grout for cones, equipment pads	Y				
20	MISC. METALS	Yes	No		N/A	Comments
21	Fasteners for Anchoring, SST	Y				
22	PAINT & COATINGS	Yes	No		N/A	Comments
23	Coatings		N			
24	PROCESS EQUIPMENT	Yes	No		N/A	Comments
25	Grit Equipment, furnished and installed	Y				
26	PROCESS PIPING	Yes	No		N/A	Comments
27	Minor replacement of small diameter piping (local only)	Y				
28	Installation of Process Piping and appurtenances provided with Grit Equipment Scope	Y				
29	New Processing Piping, Valves, Fittings, Solenoids, Actuators (outside of work area)		N			
30	ELECTRICAL	Yes	No		N/A	Comments
31	Electrical Disconnection and Reconnection of New Equipment (Using Existing Conductors)	Y				
32	New Power Equipment: Control Panels, Disconnect (as shown in attached scope)	Y				
33	Controls, Integration, Fiberoptic, Etc.		N			
34	MISCELLANEOUS	Yes	No		N/A	Comments
35	Sanitary Facilities & Dumpsters	Y				
36	Linestops and/or Insert-Valves (if existing valves do not work properly)		N			
37	Bypassing of Flow (by any means requiring additional pipe and/or equipment by SGS)		N			
38	SAFETY	Yes	No		N/A	Comments
39	All PPE Normally Required for Projects of This Nature	Y				
40	SCHEDULE					
41	TBD					
42	PAYMENT / TERMS / RELEASES				N/A	Comments
43	Payment Terms Per Original Contract					

44	All other terms and conditions per Original Contract					
45	PRICING					
46						
47	TOTAL PRICE FOR SCOPE LISTED ABOVE:					\$268,700.00
48						

SAINT MARGARATES WASTEWATER TREATMENT PLANT

LAKE CITY, FL

PREPARED FOR

BIDDING CONTRACTORS

AREA REPRESENTATIVE

TSC Jacobs, North
Paul Wachter
paultscjn@verizon.net

NOTE

No Addendums have been received at this time.

PREPARED BY

Jared Holindrake
Phone (801) 931-3000
Fax (801) 931-3080
Jared.Holindrake@ovivowater.com

Ovivo USA, LLC
4246 Riverboat Road – Suite 300
Salt Lake City, Utah 84123-2583

DATE: December 16, 2020

TO: Saint Mar WWTP
Lake City, FL

BID DATE: February 2nd, 2020

Ovivo USA, LLC is pleased to submit a proposal for the following equipment (the “Products”) on the project indicated above (the “Project”). This proposal, either in its original form or in its “as sold” format, constitutes Ovivo’s contractual offer of goods and services in connection with the Project. Please contact Ovivo’s sales representative in your area for any questions or comments you may have in connection with this proposal. The address is:

TSC Jacobs, North
24156 SR 54
Suite 3
Lutz, FL 33559

Attention: Paul Wachter
Telephone: 813-242-2660
Facsimile: 813-242-2597
Email: paultscjn@verizon.net

BID PRICING

ITEM	EQUIPMENT	ESTIMATED SHIP DATE*	PRICE
I	Grit Removal System Equipment	*	\$ _____

DELIVERY

* Ovivo will submit drawings and other information for approval within **eight (8) weeks** after Purchaser's receipt of Ovivo's written acknowledgement of an approved purchase order. Ovivo intends to ship all Products **twenty-four (24) weeks** after receipt of approved submittals from Purchaser.

GENERAL NOTES

The dates of drawing submission and shipment of the Products represents Ovivo's best estimate, but is not guaranteed, and Ovivo shall not be liable for any damages due to late delivery, including but not limited to liquidated damages. The Products shall be delivered to the delivery point or points in accordance with the delivery terms stated in this proposal. If such delivery is prevented or postponed by reason of Force Majeure, as defined in Ovivo's standard terms and conditions of sale, Ovivo shall be entitled at its option to tender delivery to Purchaser at the point or points of manufacture, and in default of Purchaser's acceptance of delivery, to cause the Products to be stored at such a point or points of manufacture at Purchaser's expense. Such tender, if accepted, or such storage, shall constitute delivery for all purposes of this proposal. If shipment is postponed at request of Purchaser, or due to delay in receipt of shipping instructions, payment of the purchase price shall be due on notice from Ovivo that the Products are ready for shipment. Handling, moving, storage, insurance and other charges thereafter incurred by Ovivo with respect to the Products shall be for the account of Purchaser and shall be paid by Purchaser when invoiced.

ITEM I - GRIT REMOVAL SYSTEM EQUIPMENT

Ovivo USA (formerly EIMCO Water Technologies) proposes to supply one (1) Grit Removal System with Jeta Grit collector with Grit Pump, Grit Classifier, Cyclone and Control Panel. The design of the proposed mechanisms is based upon our standard engineering practices and details which will meet the intent of the Engineer's specifications.

ITEMS INCLUDED:

- One (1) Jeta® Grit Collector, Model 300 (Type 270) to include:
 - 1.0 HP, 1800 RPM, TEFC helical gear motor suitable for 460/3/60 supply for Class I, Division 1, (XP) environments.
 - Standard spur gear driven head – heavy duty cast iron including air bell to prevent ingress of water into the gearbox.
 - 316/316L SS Fabricated material components listed below:
 - 10.75 inch O.D. drive tube
 - Flat disk impeller with adjustable blades
 - 3" diameter grit suction line running vertically down center of grit trap
 - Grit fluidizing line – 1 inch diameter running down center of grit trap
 - 1" SS solenoid valve.
 - Two (2) manual isolation ball valves for fluidizing line.
 - Freight, FCA to job site.
- One (1) Gorman Rupp (STD) T3 Self-Priming Grit Pump(s), to include:
 - Approx. 10 HP motor, 1800 RPM, mounted with V-Belt Base suitable for 460VAC/3ph/60Hz supply for Class I, Division 1 (XP) requirements.
 - Capacity of 100-150 GPM; designed, head to be determined by site piping/valving.
 - 3.0 inch inlet/3.0 inch outlet.
 - Casing – Grey Cast Iron No.30.
 - Removable cover plate – Grey Cast Iron No.30.
 - Replaceable wear plate – Steel No.1018.
 - Suction and discharge flanges – Grey Iron No. 30.
 - Freight, FCA to job site.
- One (1) Grit Classifier, Ovivo Model 50, to include:
 - One (1) HP, 1800 RPM, TEFC helical gear motor suitable for 460/3/60 supply for Class I, Division 1, (XP) environments.
 - Direct mounted top reducer bearing sized to handle screw loading without external bearings.
 - Classifier is approximately 12 ft. long.
 - SS Shaftless screw, no lower bearing required.
 - UHMW replaceable liners 3/8" thick for screw to ride on.
 - C.S. Painted screw: 6.5" in diameter by approximately 10' long.
 - 316/316L SS Fabricated material components listed below:
 - Inlet hopper with a single adjustable overflow weir and removable covers.
 - 2" plugged drain at base of classifier.
 - Support legs to hold classifier at approximately 20 degrees from horizontal
 - Classifier inlet attached with opening sized for cyclone discharge.
 - U shaped trough made from above listed material 3/16" thick.

- Integral cyclone frame.
- 4" organics return outlet with 125/250# flange connection.
- 316 Anchor bolts & fasteners.
- Freight, FCA to job site.
- One (1) Krebs Grit Cyclone – Model D-10B (100-150gpm), to include:
 - 4" overflow return outlet with 125/250# flange connection.
 - 3" Inlet 125/250# flange connection.
 - Inlet pressure of 7-12 PSIG operation pressure.
 - Fabricated Carbon Steel Housing.
 - Replaceable Gum Rubber Liners for all Housing Sections.
 - Sized Nihard Vortex Finder.
 - Adjustable Apex Liner.
 - Quick release toggle clamps for the apex.
 - Average underflow to classifier--10 GPM.
 - Pressure gauge assemblies complete with protective diaphragms (0-30 psi dials) on cyclone inlet.
 - Freight, FCA to job site.

CONTROL PANELS:

Control panel and control system shall be designed and implemented per Ovivo standard grit system controls spec document number: CD00100. This specification shall supersede all other specification(s) related to this project, including but not limited to customer specifications and or third party engineering specifications. If the requirements of the customer is to follow a custom specification, a full review by Ovivo must be performed. After a full review, Ovivo reserves the right to adjust this bid/proposal with a new controls system, and price.

Ovivo's standard controls package shall include at minimum the following:

- One (1) standard main control enclosure per specification CD00100 that will include:
 - HMI.
 - PLC.
 - E-Stop Push Button.
- One (1) Operator Control Console (OCC) per specification CD00100, that will include:
 - E-Stop Push Button.
 - Hand Of Auto (HOA) Selector switch.
- One (1) Interconnection document (ICD) per specification CD00100.
- One (1) programmed Programmable Logic Controller (PLC) per specification CD00100.
- One (1) programmed Human Machine Interface (HMI) per specification CD00100.

ITEMS NOT INCLUDED (But not limited to the following):

- Access ladder, platform, or stairs.
- Civil design.
- Concrete work.
- Control panel and Electrical connections.
- Disconnect switches.
- Drain piping for the grit classifier.
- DVD recordings of training sessions.

- Grit chutes, containers or dumpster.
- Installation.
- Spare motors.
- Offloading at job site.
- Taxes.

FIELD SERVICE:

Ovivo's scope includes the service of a qualified service engineer for the following:

- Three (3) Days / one (1) Trips at the site for the supervision of equipment start-up, testing supervision, and instructing the operators.
- Additional service days can be purchased at the current rate.

ADDITIONAL FIELD SERVICE

When included and noted in the Product pricing of each proposal item, Ovivo will supply the service of a competent field representative to inspect the completed installation and adjustment of equipment, supervise initial operation, and instruct Owner's personnel in the operation and maintenance of each proposal item for the number of eight (8) hour days. Notwithstanding Ovivo's performance of the above-referenced services, Ovivo shall not be held liable for any faulty workmanship or other defects in the Products' installation, or for other goods and/or services, performed by third parties unless such goods and/or services are expressly included under Ovivo's scope of work.

If additional service is required, it will be furnished to the Purchaser and billed to him at the current rate for each additional day required, plus travel and lodging expenses incurred by the service personnel during the additional service days.

It shall be the Purchaser's responsibility to provide for all necessary lubrication of all equipment prior to placing equipment in operation. All equipment must be in operating condition and ready for the Field Service Engineer when called to the project location. Should the Purchaser/Owner not be ready when the Field Service Engineer is requested or if additional service is requested, the Ovivo current service rates will apply for each additional day required, plus travel and lodging expenses incurred by the service personnel during the additional service days.

SURFACE PREPARATION AND PAINTING GENERAL INFORMATION

If painting the Products is included under Ovivo's scope of work, such Products shall be painted in accordance with Ovivo's standard practice. Shop primer paint is intended to serve only as minimal protective finish. Ovivo will not be responsible for condition of primed or finished painted surfaces after equipment leaves its shops. Purchasers are invited to inspect painting in our shops for proper preparation and application prior to shipment. Ovivo assumes no responsibility for field service preparation or touch-up of shipping damage to paint. Painting of fasteners and other touch-up to painted surfaces will be by Purchaser's painting contractor after mechanism erection.

Clarifier motors, gear motors and center drives shall be cleaned and painted with manufacturer's standard primer paint only.

It is our intention to ship major steel components as soon as fabricated, often before drives, motors and other manufactured components. Unless you can insure that shop primed steel shall be field painted within thirty (30) days after arrival at the jobsite, we encourage you to purchase these components in the bare metal (no surface prep or primer) condition.

Ovivo cannot accept responsibility for rusting or deterioration of shop applied prime coatings on delivered equipment if the primed surfaces have not been field painted within thirty (30) days of arrival at the jobsite using manufacturers' standard primers. Other primers may have less durability.

PRICING TERMS

The prices quoted are based upon Purchaser's acceptance of this proposal, through the submission of a purchase order or other written acceptance, being placed no later than **thirty (30) days** after date of bid opening, or upon Purchaser's acceptance of this proposal by **March 2nd, 2021**, whichever date is earlier. After expiration of the pricing effectivity period, prices will be subject to review and adjustment. Prices quoted are FCA surface point of shipment, with freight included to an accessible point nearest the jobsite. Federal, state or local sales, use or other taxes are not included in the sales price.

PAYMENT TERMS

Payment terms are as follows:

Milestone	Cumulative Percent Invoiced – Type Muni
Ovivo Acknowledgement of P.O.	5%
Submittal Approval	50%
Fabrication Complete and Ready To Ship ¹	90%
Equipment Delivery	95%
Field Service Trips Per Contract	100%

¹This milestone will only be invoiced if delays from Purchaser or due to parties other than Ovivo occur. Additional storage and other terms may apply per paragraphs below.

Invoice will be billed at **100%** of the work complete in accordance with the schedules above. No more than 5% retention shall be withheld from each invoice. The final 5% (Retention) shall be invoiced at Substantial Completion of Ovivo's Scope, which may be different than Substantial Completion of the overall project, not to exceed **sixty (60) days** from equipment delivery of the Major Item.

Purchaser shall remit payment for proper invoices received from Ovivo in accordance with the payment terms stated above even if the Purchaser has not been paid by the Purchaser's customer (the "Owner"), if Purchaser is not the end-user of the Products. Payments are due within thirty (30) days after Purchaser's receipt of invoice. Overdue and unpaid invoices are subject to a service charge of 2% per month until paid.

Any postponement of delivery dates requested by the Purchaser; or if Purchaser requests or causes cancellation, suspension or delay of Ovivo's work, for delays of up to ninety (90) days, Purchaser shall pay Ovivo all appropriate charges incurred up to date of such event, per the schedules above, which may include partial completion of milestones. Additionally, all charges related to and risks incidental to storage, disposition and/or resumption of work shall be borne solely by Purchaser. For delays less than ninety (90) days, Ovivo will delay portions of fabrication and delivery, to the extent possible. Delays greater than ninety (90) days are subject to price escalation at 1.5% per month for each month or partial month of delay, further subject to the steel escalation clause; or, if possible, equipment shall be stored at the cost of the Purchaser. For delays greater than ninety (90) days, Purchaser shall

accept transfer of title and make full payment for all work due and payable, thirty (30) days from the date work is placed into storage.

Credit is subject to acceptance by Ovivo's Credit Department.

PRICE ESCALATION

The prices submitted are based upon Purchaser's acceptance of this proposal by October 1, 2020.

If the above indicated order date is exceeded, prices and shipping dates are subject to review and adjustment. Should shipment dates be exceeded because of actions of parties other than by Ovivo, escalation of the selling prices at the rate of 1.5% per month for each month or partial month of delay will be applied. This escalation will be applied only if shipment is delayed by actions of parties other than by Ovivo.

TAXES

Federal, State or local sales, use or other taxes are not included in the sales price. Such taxes, if applicable, shall be for Purchaser's account.

BONDS

Any performance and/or payment bond agreed to be provided by Ovivo will extend to supply of equipment and services for a period not to exceed the first twenty four (24) months of the service or warranty period, and for a value not to exceed the total price of this Proposal.

BACKCHARGES

In no event shall Purchaser/Owner do or cause to be done any work, purchase any services or material or incur any expense for the account of Ovivo, nor shall Ovivo be responsible for such work or expenses, until after Purchaser/Owner has provided Ovivo's PROJECT MANAGER full details (including estimate of material cost and amount and rate of labor required) of the work, services, material or expenses, and Ovivo has approved the same in writing. Ovivo will not accept Products returned by Purchaser/Owner unless Ovivo has previously accepted the return in writing and provided Purchaser/Owner with shipping instructions.

****PURCHASE ORDER SUBMISSION****

In an effort to ensure all purchase orders are processed timely and efficiently, please submit all purchase order documentation to the following department and address:

Ovivo USA, LLC
4246 Riverboat Road, Suite 300
Salt Lake City, Utah 84123

Attn: Jared Holindrake
Tel. #: 801-931-3000
Email: jared.holindrake@ovivowater.com

GENERAL ITEMS NOT INCLUDED

Unless specifically and expressly included above, prices quoted by Ovivo do not include unloading, hauling, erection, installation, piping, valves, fittings, stairways, ladders, walkways, grating, wall spools, concrete, grout, sealant, dissimilar metal protection, oakum, mastic, field painting, oil or grease, electrical controls, wiring, mounting hardware, welding, weld rod, shims, leveling plates, protection against corrosion due to unprotected storage, special engineering, or overall plant or system operating instructions or any other products or services.

Performance and payment security, including but not limited to bonds, letters of credit, or bank guarantees, are not included, but can be provided if purchased for an additional cost.

MANUALS

The content of any and all installation, operation and maintenance or other manuals or documents pertaining to the Products are copyrighted and shall not be modified without the express prior written consent of Ovivo. Ovivo disclaims any liability for claims resulting from unauthorized modifications to any such manuals or other documents provided by Ovivo in connection with the Project.

WARRANTY AND CONDITIONS

Ovivo standard Terms and Conditions of Sale is attached and made an essential part of this proposal. These terms and conditions are an integral part of Ovivo's offer of Products and related services and replace and supersede any terms and conditions or warranty included in Purchaser or Owner requests for quotation or specifications and cannot be changed without written approval from an authorized representative of Ovivo.

CONFIDENTIALITY

This document is not to be reproduced or submitted to any third party without the written consent of Ovivo.

This document contains, or Ovivo may have previously disclosed to Purchaser, certain technical and business information of Ovivo and/or Ovivo's affiliated entities, including certain copyrighted material, which is considered to be confidential. Such information, hereinafter referred to individually and collectively as the "Information", may include, without limitation, ideas, concepts, development plans for new or improved products or processes, data, formulae, techniques, flow sheets, designs, sketches, know-how, photographs, plans, drawings (regardless of what name, if any, is stated on the title block), specifications, samples, test specimens, reports, customer lists, price lists, findings, studies, computer programs and technical documentation, trade secrets, diagrams, and inventions, notes, and all information pertaining thereto and/or developed there from. This Information is disclosed in good faith solely for the purposes of our proposal, and in addition on the understanding that its confidentiality will be properly maintained and safeguarded.

Neither this proposal, the Information nor any part thereof may be copied, reproduced or used for any purpose other than that for which it is disclosed by Ovivo. Except as reasonably necessary for the evaluation of this proposal, no part thereof may be disclosed to any other person, without Ovivo's prior consent in writing.

Ovivo will retain the rights to any intellectual property rights ("IPR") related to the Products. Ovivo will grant a non-exclusive royalty free license to use the IPR for the sole purposes of operating and maintaining the equipment supplied by Ovivo.

The duties, obligations, restrictions, and responsibilities described hereinabove shall apply to the Purchaser, their agents, affiliates, and all related parties regardless of whether any transaction occurs between Ovivo and Purchaser, and shall survive termination, cancellation, and expiration of any transaction between Ovivo and Purchaser.

In the event of a breach of the terms herein, Ovivo maintains the right to seek any and all remedies and damages available to it, including but not limited to the amount, including interest, by which Purchaser profited from the breach, any gains made by Purchaser or any third party who received Information from Purchaser, compensation for all Ovivo loss or injury, and the value of Ovivo's expectation created by the promise of Purchaser. The parties agree Ovivo would suffer irreparable harm in the event of any breach of these terms, and therefore Ovivo shall be entitled to any and all injunctive relief available.

Very truly yours,

Ovivo USA, LLC

Attachment:

Ovivo USA, LLC General Terms and Conditions

TERMS AND CONDITIONS OF SALE

1. ACCEPTANCE. The proposal of **Ovivo USA, LLC** ("SELLER"), as well as these terms and conditions of sale (collectively the "Agreement"), constitutes SELLER's contractual offer of goods and associated services, and PURCHASER's acceptance of this offer is expressly limited to the terms of the Agreement. The scope and terms and conditions of this Agreement represent the entire offer by SELLER and supersede all other solicitations, discussions, agreements, understandings and representations between the parties. Any scope or terms and conditions included in PURCHASER's acceptance/purchase order that are in addition to or different from this Agreement are hereby rejected.

2. DELIVERY. Any statements relating to the date of shipment of the Products (as defined below) represent SELLER's best estimate, but is not guaranteed, and SELLER shall not be liable for any damages due to late delivery. The Products shall be delivered to the delivery point or points in accordance with the delivery terms stated in SELLER's proposal. If such delivery is prevented or postponed by reason of Force Majeure (as defined below), SELLER shall be entitled at its option to tender delivery to PURCHASER at the point or points of manufacture, and in default of PURCHASER's acceptance of delivery to cause the Products to be stored at such a point or points of manufacture at PURCHASER's expense. Such tender, if accepted, or such storage, shall constitute delivery for all purposes of this agreement. If shipment is postponed at request of PURCHASER, or due to delay in receipt of shipping instructions, payment of the purchase price shall be due on notice from SELLER that the Products are ready for shipment. Handling, moving, storage, insurance and other charges thereafter incurred by SELLER with respect to the Products shall be for the account of PURCHASER and shall be paid by PURCHASER when invoiced. Delivery by SELLER of the Products shall constitute acceptance of the Products by PURCHASER, unless written notice of defect or nonconformity is received by SELLER within thirty (30) days of SELLER's delivery of the Products.

3. TITLE AND RISK OF LOSS. SELLER shall retain the fullest right, title, and interest in the Products to the extent permitted by applicable law, including a security interest in the Products, until the full purchase price has been paid to SELLER. The giving and accepting of drafts, notes and/or trade acceptances to evidence the payments due shall not constitute or be construed as payment so as to pass SELLER's interests until said drafts, notes and/or trade acceptances are paid in full. Risk of loss shall pass to PURCHASER at the delivery point.

4. PAYMENT TERMS. SELLER reserves the right to ship the Products and be paid for such on a pro rata basis, as shipped. If payments are not made by the due date, interest at a rate of two percent (2%) per month, calculated daily, shall apply from the due date for payment. PURCHASER is liable to pay SELLER's legal fees and all other expenses in respect of enforcing or attempting to enforce any of SELLER's rights relating to a breach or threatened breach of the payment terms by PURCHASER. In the event of nonpayment SELLER reserves the further right to seek compensation from any third party in possession of the Products.

5. TAXES. Unless otherwise specifically provided in SELLER's quotation/proposal; PURCHASER shall pay and/or reimburse SELLER, in addition to the price, for all sales, use and other taxes, excises and charges which SELLER may pay or be required to pay to any government directly or indirectly in connection with the production, sale, transportation, and/or use by SELLER or PURCHASER, of any of the Products or services dealt with herein (whether the same may be regarded as personal or real property). PURCHASER agrees to pay all property and other taxes which may be levied, assessed or charged against or upon any of the Products on or after the date of actual shipment, or placing into storage for PURCHASER's account.

6. MECHANICAL WARRANTY. Solely for the benefit of PURCHASER, SELLER warrants that new equipment and parts manufactured by it and provided to PURCHASER (collectively, "Products") shall be free from defects in material and workmanship. The warranty period shall be twelve (12) months from startup of the equipment not to exceed eighteen (18) months from the earliest of the notice of readiness to ship or the actual shipment. If any of SELLER's Products fail to comply with the foregoing warranty, SELLER shall repair or replace free of charge to PURCHASER, EX WORKS SELLER'S FACTORIES or other location that SELLER designates, any Product or parts thereof returned to SELLER, which examination shall show to have failed under normal use and service operation by PURCHASER within the Warranty Period; provided, that if it would be impracticable for the Product or part thereof to be returned to SELLER, SELLER will send a representative to PURCHASER's job site to inspect the Product. If it is determined after inspection that SELLER is liable under this warranty to repair or replace the Product or part thereof, SELLER shall bear the transportation costs of (a) returning the Product to SELLER for inspection or sending its representative to the job site and (b) returning the repaired or replaced Products to PURCHASER; however, if it is determined after inspection that SELLER is not liable under this warranty, PURCHASER shall pay those costs. For SELLER to be liable with respect to this warranty, PURCHASER must make its claims to SELLER with respect to this warranty in writing no later than thirty (30) days after the date PURCHASER discovers the basis for its warranty claim and in no event more than thirty (30) days after the expiration of the Warranty Period. In addition to any other limitation or disclaimer with respect to this warranty, SELLER shall have no liability with respect to any of the following: (i) failure of the Products, or damages to them, due to PURCHASER's negligence or willful misconduct, abuse or improper storage, installation, application or maintenance (as specified in any manuals or written instructions that SELLER provides to the PURCHASER); (ii) any Products that have been altered or repaired in any way without SELLER's prior written authorization; (iii) The costs of dismantling and reinstallation of the Products; (iv) any Products damaged while in transit or otherwise by accident; (v) decomposition of Products by chemical action, erosion or corrosion or wear to Products or due to conditions of temperature, moisture and dirt; or (vi) claims with respect to parts that are consumable and normally replaced during maintenance such as filter media, filter drainage belts and the like, except where such parts are not performing to SELLER's estimate of normal service life, in which case, SELLER shall only be liable for the pro rata cost of replacement of those parts based on SELLER's estimate of what the remaining service life of those parts should have been; provided, that failure of those parts did not result from any of the matters listed in clauses (i) through (v) above. With regard to third-party parts, equipment, accessories or components not of SELLER's design, SELLER's liability shall be limited solely to the assignment of available third-party warranties. **THE PARTIES AGREE THAT ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY, WHETHER WRITTEN, ORAL OR STATUTORY, ARE EXCLUDED TO THE FULLEST EXTENT PERMISSIBLE BY LAW.** All warranties and obligations of SELLER shall terminate if PURCHASER fails to perform its obligations under this Agreement including but not limited to any failure to pay any charges due to SELLER. SELLER's quoted price for the Products is based upon this warranty. Any increase in warranty obligation may be subject to an increase in price.

7. CONFIDENTIAL AND PROPRIETARY INFORMATION. All nonpublic or proprietary information and data furnished to PURCHASER hereunder, including but not limited to price, size, type, design and other technical or business information relating to the Products is the sole property of SELLER and submitted for PURCHASER's own confidential use solely in connection with this Agreement and is not to be made known or available to any third party without SELLER's prior written consent.

8. SURFACE COATING. Any Product coating provided by SELLER shall be in accordance with SELLER's standard practice, unless otherwise agreed in writing.

9. DRAWINGS AND TECHNICAL DOCUMENTATION. When PURCHASER requests to approve drawings before commencement of manufacture, shipment may be delayed if approved drawings are not returned to SELLER within fourteen (14) days of receipt by PURCHASER of such drawings for approval. SELLER will furnish only general arrangement, general assembly, and if required, wiring diagrams, erection drawings, installation and operation-maintenance manuals for SELLER's equipment (in English language). SELLER will supply six (6) complete sets of drawings and operating instructions. Additional sets will be paid for by PURCHASER. Electronic files, if requested from SELLER, will be provided in *pdf*, *jpg* or *tif* format only.

10. SET OFF. This Agreement shall be completely independent of all other contracts between the parties and all payments due to SELLER hereunder shall be paid when due and shall not be setoff or applied against any money due or claimed to be due from SELLER to PURCHASER on account of any other transaction or claim.

11. SOFTWARE. PURCHASER shall have a nonexclusive and nontransferable license to use any information processing program supplied by SELLER with the Products. PURCHASER acknowledges that such programs and the information contained therein is Confidential Information and agrees: a) not to copy or duplicate the program except for archival or security purposes; b) not to use the program on any computer other than the computer with which it is supplied; and c) to limit access to the program to those of its employees who are necessary to permit authorized use of the program. PURCHASER agrees to execute and be bound by the terms of any software license applicable to the Products supplied.

12. PATENT INDEMNITY. SELLER will defend at its own expense any suit instituted against PURCHASER based upon claims that SELLER's Product hereunder and of itself constitutes an infringement of any valid

apparatus claims of any United States patent issued and existing as of the date of this Agreement, if notified promptly in writing and given all information, assistance, and sole authority to defend and settle the same, and SELLER shall indemnify the PURCHASER against such claims of infringement. Furthermore, in case the use of the Products is enjoined in such suit or in case SELLER otherwise deems it advisable, SELLER shall, at its own expense and discretion, (a) procure for the PURCHASER the right to continue using the Products, (b) replace the same with non-infringing Products, (c) modify the Product so it becomes non-infringing, or (d) remove the Products and refund the purchase price less freight charges and depreciation. SELLER shall not be liable for, and PURCHASER shall indemnify SELLER for, any claim of infringement related to (a) the use of the Products for any purpose other than that for which it was furnished by SELLER, (b) compliance with equipment designs not furnished by SELLER or (c) use of the Products in combination with any other equipment. The foregoing states the sole liability of SELLER for patent infringement with respect to the Products.

13. GENERAL INDEMNITY. Subject to the limitations of liabilities of the parties set forth in this Agreement, each party shall protect and indemnify the other party, its parent and their respective officers, directors, employees and agents, from and against all claims, demands and causes of action asserted by, or in favor of, any entity to the extent of the indemnifying party's negligence or willful misconduct in connection with the performance of this agreement.

14. DEFAULT, TERMINATION. In the event that PURCHASER becomes insolvent, commits an act of bankruptcy or defaults in the performance of any term or condition of this Agreement, the entire unpaid portion of the purchase price shall, without notice or demand, become immediately due and payable. SELLER at its option, without notice or demand, shall be entitled to sue for said balance and for reasonable legal fees, plus out-of-pocket expenses and interest; and/or to enter any place where the Products are located and to take immediate possession of and remove the Products, with or without legal process; and/or retain all payments made as compensation for the use of the Products; and/or resell the Products, without notice or demand, for and on behalf of the PURCHASER, and to apply the net proceeds from such sale (after deduction from the sale price of all expenses of such sale and all expenses of retaking possession, repairs necessary to put the Products in saleable condition, storage charges, taxes, liens, collection and legal fees and all other expenses in connection therewith) to the balance then due to SELLER for the Products and to receive from the PURCHASER the deficiency between such net proceeds of sale and such balance. PURCHASER hereby waives all trespass, damage and claims resulting from any such entry, repossession, removal, retention, repair, alteration and sale. The remedies provided in this paragraph are in addition to and not limitations of any other rights of SELLER.

15. CANCELLATION. PURCHASER may terminate this Agreement for convenience upon giving SELLER thirty (30) days prior written notice of such fact and paying SELLER for all costs and expenses (including overhead) incurred by it in performing its work and closing out the same plus a reasonable profit thereon. All such costs and expenses shall be paid to SELLER within ten (10) days of the termination of the Agreement, or be subject to an additional late payment penalty of five percent (5%) of the total amount of costs and expenses owed.

16. REMEDIES. The rights and remedies of the PURCHASER in connection with the goods and services provided by SELLER hereunder are exclusive and limited to the rights and remedies expressly stated in this Agreement.

17. INSPECTION. PURCHASER is entitled to make reasonable inspection of Products at SELLER's facility. SELLER reserves the right to determine the reasonableness of the request and to select an appropriate time for such inspection. All costs of inspections not expressly included as an itemized part of the quoted price of the Products in this Agreement shall be paid by PURCHASER.

18. WAIVER. Any failure by SELLER to enforce PURCHASER's strict performance of any provision of this Agreement will not constitute a waiver of its right to subsequently enforce such provision or any other provision of this Agreement.

19. COMPLIANCE WITH LAWS. If applicable laws, ordinances, regulations or conditions require anything different from, or in addition to that called for by this Agreement, SELLER will satisfy such requirements at PURCHASER's written request and expense.

20. FORCE MAJEURE. If SELLER is rendered unable, wholly or in material part, directly or indirectly, by reason of Force Majeure, to carry out any of its obligations hereunder, then on SELLER's notice in writing to PURCHASER within a reasonable time after the occurrence of the cause relied upon, such obligations shall be suspended. "Force Majeure" shall include, but not be limited to, acts of God, epidemics and pandemics, acts of or delays caused by governmental authorities, changes in laws and regulations, strikes, civil disobedience or unrest, lightning, fire, flood, washout, storm, communication lines failure, delays of the PURCHASER or PURCHASER's subcontractors, breakage or accident to equipment or machinery, wars, police actions, terrorism, embargos, and any other causes that are not reasonably within the control of the SELLER. If the delay is the result of PURCHASER's action or inaction, then in addition to an adjustment in time, SELLER shall be entitled to reimbursement of costs incurred to maintain its schedule. For the avoidance of doubt, if the cause relied upon has commenced prior to the Parties entered into a contracting relationship, it shall not render the cause void and/or not capable of being included within the definitions of Force Majeure, as listed within this Article 20.

21. INDEPENDENT CONTRACTOR. It is expressly understood that SELLER is an independent contractor, and that neither SELLER nor its principals, partners, parents, subsidiaries, affiliates, employees or subcontractors are servants, agents, partners, joint ventures or employees of PURCHASER in any way whatsoever.

22. SEVERABILITY. Should any portion of this Agreement, be held to be invalid or unenforceable under applicable law then the validity of the remaining portions thereof shall not be affected by such invalidity or unenforceability and shall remain in full force and effect. Furthermore, any invalid or unenforceable provision shall be modified accordingly within the confines of applicable law, giving maximum permissible effect to the parties' intentions expressed herein.

23. CHOICE OF LAW, CHOICE OF VENUE. This Agreement shall be governed and construed in accordance with the laws of the State of Utah, without regard to its rules regarding conflicts or choice of law. The parties submit to the exclusive jurisdiction and venue of the state and federal courts located in Salt Lake City, Utah.

24. ASSIGNMENT. PURCHASER shall not assign or transfer this Agreement without the prior written consent of SELLER. Any attempt to make such an assignment or transfer shall be null and void. SELLER shall have the authority to assign, or otherwise transfer, its rights and obligations in connection with this Agreement, in whole or in part, upon prior written notice to PURCHASER.

25. LIMITATION ON LIABILITY. TO THE EXTENT PERMISSIBLE BY LAW, SELLER SHALL HAVE NO FURTHER LIABILITY IN CONNECTION WITH THIS AGREEMENT IN EXCESS OF THE AMOUNT PAID BY PURCHASER FOR THE PRODUCTS GIVING RISE TO SUCH LIABILITY. NOTWITHSTANDING ANY LIABILITIES OR RESPONSIBILITIES ASSUMED BY SELLER HEREUNDER, SELLER SHALL IN NO EVENT BE RESPONSIBLE TO PURCHASER OR ANY THIRD PARTY, WHETHER ARISING UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, FOR LOSS OF ANTICIPATED PROFITS, LOSS BY REASON OF PLANT SHUTDOWN, NON-OPERATION OR INCREASED EXPENSE OF OPERATION, LOSS OF DATA, SERVICE INTERRUPTIONS, COST OF PURCHASED OR REPLACEMENT POWER, COST OF MONEY, LOSS OF USE OF CAPITAL OR REVENUE OR ANY OTHER INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL LOSS OR DAMAGE, WHETHER ARISING FROM DEFECTS, DELAY, OR FROM ANY OTHER CAUSE WHATSOEVER.

26. PRIVACY AND DATA PROTECTION. Seller has put in place rigorous safeguards and procedures regarding privacy and data protection, notably the Ovivo Privacy Policy (ovivowater.com/privacy-policy), and requires that Purchaser adhere to its data protection principles to the extent applicable to Purchaser.

27. DATA COLLECTION. PURCHASER consents to the collection of the Product's operational data and to the use of such data for the purpose of improving the Products and other purposes stated herein. PURCHASER further agrees that such data collection does not constitute a performance monitoring service or duty by SELLER.

28. INSURANCE. SELLER shall maintain that its current levels of insurance for the duration of the Project, as set forth in its standard certificate of insurance, available upon request.

29. BONDS. If PURCHASER deems it necessary, and within ten (10) days of PURCHASER's request, SELLER shall provide one or more Bonds in favor of PURCHASER, at PURCHASER's expense, by an institution, and in a form, approved in advance by SELLER.

30. PERMITS. PURCHASER shall be solely responsible to obtain and maintain in force all necessary permits with respect to any products to be provided by SELLER hereunder and any intended use by PURCHASER.

File Attachments for Item:

9. City Council Resolution No. 2021-014 - A resolution of the City Council of the City of Lake City, Florida, authorizing the execution of an agreement with Southern Sewer Equipment Sales, for the City's leasing of one Vac-Con vacuum truck with a freightliner chassis at a maximum five-year lease price of \$402,610.

CITY COUNCIL RESOLUTION NO. 2021-014

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH SOUTHERN SEWER EQUIPMENT SALES, FOR THE CITY'S LEASING OF ONE VAC-CON VACUUM TRUCK WITH A FREIGHTLINER CHASSIS AT A MAXIMUM FIVE-YEAR LEASE PRICE OF \$402,610.00.

WHEREAS, the City of Lake City, Florida (hereinafter the "City") desires to lease one Vac-Con Sewer Combination Cleaner Body with a Freightliner Chassis (hereinafter the "Vac-Con Truck"); and

WHEREAS, Section 2-178(g)(1) of the City Code permits the City to enter into an agreement for the acquisition of supplies that have been competitively procured by other agencies, also known as "piggybacking"; and

WHEREAS, the city administration recommends the leasing of the Vac-Con Truck on the same, or more advantageous, terms, conditions, and pricing provided under the *Lease-Purchase Agreement*, a sample draft of a final agreement provided by the vendor, a copy of which is attached hereto (hereinafter "Agreement"); and

WHEREAS, the City Council finds that it is in the City's best interest to accept the competitively procured pricing and to award the contract to Southern Sewer Equipment Sales (vendor), for the procurement of the aforementioned Vac-Con Truck pursuant to the terms, provisions, conditions, and requirements of 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 is hereby authorized to lease the Vac-Con Truck from Southern Sewer Equipment Sales at a principal cost of \$402,610.00 over a five-

year period.

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 Southern Sewer Equipment Sales, to exceed the pricing referenced herein. 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 Southern Sewer Equipment Sales, 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 16th day of February 2021.

CITY OF LAKE CITY, FLORIDA

By:
Stephen M. Witt, Mayor

ATTEST:

APPROVED AS TO FORM AND
LEGALITY:

By:
Audrey E. Sikes, City Clerk

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

LEASE FINANCING PROPOSAL



Lessee
Lake City, FL

Vendor
Southern Sewer Equipment Sales

Proposal Date:	January 11, 2021	
Equipment Description:	1- Vac-Con Vacuum Truck with a Freightliner Chassis	
Commencement Date:	February 1, 2021	
	<u>Option 1</u>	<u>Option 2</u>
Equipment Cost:	\$402,610	\$402,610
Lessee Down Payment:		
Amount Financed:	\$402,610	\$402,610
Lease Term:	5 Years	6 Years
First Payment Date:	2/1/2022	2/1/2022
Payment Frequency:	Annual	Annual
Lease Rate:	2.85%	2.85%
Payment Amount:	\$87,536.59	\$73,954.89
Payment Factor:	0.21742	0.18369

Qualifications:

1. **Pricing:** This is a lease proposal for the payment stream(s) indicated above. If any of the information identified above are not correct, please advise us so that we can determine if a new proposal is required. Other important elements of this proposal are:

a) **Rate Expiration:** Signing this proposal does not in itself lock in your rate. This lease must be credit approved, contracts properly signed, and the lease funded by Leasing 2 within thirty days from the date of this proposal to protect the rates quoted.

b) **Closing Costs:** There will be no up-front costs of any kind charged by Lessor including closing costs, points, administrative costs, etc. Your attorney may charge you to review the lease documents and complete the opinion letter required with our lease documentation.

c) **Fixed Rates:** Rates for ten (10) years and under are fixed for the entire term. Terms over ten years have a one time rate adjustment after ten (10) years to the then current interest rates for the remaining term.

2. **Type of Lease:** This is a lease-purchase type of financing. After all the lease payments are made, Lessee will own the equipment without further cost.

3. **Financial Reporting:** All city, county and tax districts (including fire districts) will be expected to provide GAAP audited financial reports. All non-profit corporations (vfd's) will be expected to provide IRS 990 federal tax returns. If you do not maintain these types of financial reports, please contact us to discuss.

4. **Vendor Payable / Escrow Account (where applicable):** In the event that the truck(s) and/or equipment are not ready to be delivered, proceeds of this lease will be held in a vendor payable account until delivery/acceptance. This is a non-interest bearing account to Lessee.

5. **Credit Approval and Documentation:** This is a proposal only, and does not represent a commitment to lease. This financing is subject to credit review and approval and execution of mutually acceptable documentation, including the opinion of lessee's counsel opining that the agreement is legal, valid and binding, obligation of Lessee.

Financing by:

Contact:

Phone:

Email:

Web:

Leasing 2, Inc.

Rick Carney

813-258-9888 x16

rcarney@leasing2.com

www.leasing2.com



REQUEST TO PROCEED:

When you are ready to proceed with Leasing 2 towards finalizing this lease financing arrangement, please indicate so by signing below and completing the requested information. We will immediately email you our application. Thank you for your confidence and consideration.

Proposal date: January 11, 2021

Option Chosen: _____ (where applicable)

Upcoming Governing Body meeting date for lease approval: _____

Lake City, FL

Name of Lessee

Authorized Signature

Date

Printed Name Of Authorized Signature

Title

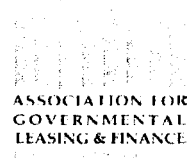
Contact Name (If Different Than
Authorized Signature)

Contact Phone

Contact E-Mail Address

Last month of your budget year?

*Please complete the above information and fax or email all pages of the proposal to
813-258-9333 / rcarney@leasing2.com*



**** Important: A Resolution will be required with the lease contract ****
In the event that you require board action to sign this proposal,
please call us so that we may forward the preferred form for the meeting.

LEASE-PURCHASE AGREEMENT

LESSEE:

LESSOR:
Leasing 2, Inc.
1720 West Cass Street
Tampa, FL 33606-1230

Dated as of

This Lease-Purchase Agreement (the "Agreement") dated as of by and between Leasing 2, Inc. ("Lessor"), and ("Lessee"), a body corporate and politic duly organized and existing under the laws of the State of ("State").

WITNESSETH:

WHEREAS, Lessor desires to lease the Equipment, as hereinafter defined, to Lessee, and Lessee desires to lease the Equipment from Lessor, subject to the terms and conditions of and for the purposes set forth in this Agreement; and

WHEREAS, Lessee is authorized under the Constitution and laws of the State to enter into this Agreement for the purposes set forth herein;

NOW, THEREFORE, for and in consideration of the premises hereinafter contained, the parties hereby agree as follows:

ARTICLE I DEFINITIONS

Section 1.01. The following terms will have the meanings indicated below unless the context clearly requires otherwise:

"Agreement" means this Lease-Purchase Agreement, including the Exhibits attached hereto, as the same may be supplemented or amended from time to time in accordance with the terms hereof.

"Commencement Date" is the date when the term of this Agreement begins and Lessee's obligation to pay rent accrues, which shall be the commencement date shown on the Exhibit E Payment Schedule.

"Equipment" means the property described in Exhibit D and which is the subject of this Agreement.

"Lease Term" means the Original Term and all Renewal Terms provided for in this Agreement under Section 4.01.

"Lessee" means the entity which is described in the first paragraph of this Agreement and which is leasing the Equipment from Lessor under the provisions of this Agreement.

"Lessor" means (i) Leasing 2, Inc., acting as Lessor hereunder; (ii) any surviving resulting or transferee corporation; and (iii) except where the context requires otherwise, any assignee(s) of Lessor.

"Original Term" means the period from the Commencement Date until the end of the fiscal year of Lessee in effect at the Commencement Date.

"Purchase Price" means the amount indicated with respect to any date after payment of all Rental Payments (defined below) due through such date, all as set forth in Exhibit E hereto, or Supplemental Exhibit E hereto, as the case may be.

"Renewal Terms" means the renewal terms of this Agreement as provided for in Article IV of this Agreement, each having a duration of one year and a term co-extensive with the Lessee's fiscal year, except the last of such automatic renewal terms which shall end on the due date of the last Rental Payment set forth in Exhibit E to this Agreement.

"Rental Payments" means the basic rental payments payable by Lessee pursuant to the provisions of this Agreement during the Lease Term, payable in consideration of the right of Lessee to use the Equipment during the then current portion of the Lease Term. Rental Payments shall be payable by Lessee to the Lessor or its assignee in the amounts and at the times during the Lease Term, as set forth in Exhibit E of this Agreement.

"Vendor" means the manufacturer of the Equipment as well as the agents or dealers of the manufacturer from whom Lessee has purchased or is purchasing the Equipment.

ARTICLE II COVENANTS OF LESSEE

Section 2.01. Lessee represents, covenants and warrants, for the benefit of Lessor and its assignees, as follows:

(a) Lessee is a public body, corporate and politic, duly organized and existing under the Constitution and laws of the State.

(b) Lessee will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as a body, corporate and politic.

(c) Lessee is authorized under the Constitution and laws of the State to enter into this Agreement and the transaction contemplated hereby, and to perform all of its obligations hereunder.

(d) Lessee has been duly authorized to execute and deliver this Agreement under the terms and provisions of the resolution of its governing body, attached hereto as Exhibit A, or by other appropriate official approval, and further represents, covenants and warrants that all requirements have been met, and procedures have occurred in order to ensure the enforceability of this Agreement, and Lessee has complied with such public bidding requirements as may be applicable to this Agreement and the acquisition by Lessee of the Equipment hereunder. Lessee shall cause to be executed and delivered to Lessor an opinion of its counsel substantially in the form attached hereto as Exhibit B.

(e) During the term of this Agreement, the Equipment will be used by Lessee only for the purpose of performing one or more essential governmental or proprietary functions of Lessee consistent with the permissible scope of Lessee's authority and will not be used in a trade or business of any person or entity other than the Lessee.

(f) During the period this Agreement is in force, Lessee will annually provide Lessor with such current financial statements, budgets, proof of appropriation for ensuing fiscal year or such other financial information relating to the decision of Lessee to continue this Agreement as may be reasonably requested by Lessor or its assignee.

(g) The Equipment will have a useful life in the hands of the Lessee that is substantially in excess of the Original Term and all Renewal Terms.

(h) The Equipment is, and during the period this Agreement is in force will remain, personal property and when subjected to use by the Lessee under this Agreement, will not be or become fixtures.

(i) Lessee shall not voluntarily or involuntarily create, incur, assume or suffer to exist any lien, security interest or other encumbrance or attachment of any kind whatsoever on, affecting or with respect to the Equipment.

(j) Lessee shall not give up possession or control of the Equipment.

(k) Lessee shall not change the location of the Equipment without giving prior written notice of the proposed new location to the Lessor and provided that Lessee shall obtain and deliver to Lessor any landlord waivers reasonably requested by Lessor so as to protect Lessor's right, title and interest in and to the Equipment and Lessor's ability to exercise its remedies with regard to the Equipment. The Equipment shall not be used outside of the United States without Lessor's prior written consent.

(l) Lessee shall not alter or modify the Equipment in any manner which would reduce the value or the marketability thereof.

(m) Lessee will take no action that will cause the interest portion of any Rental Payment to become includable in gross income of the recipient for purposes of federal income taxation under the Code, and Lessee will take, and will cause its officers, employees and agents to take, all affirmative action legally within its power to prevent such interest from being includable in gross income for purposes of federal income taxation under Section 103(a) of the United States Internal Revenue Code of 1986 as amended (the "Code"). Lessee represents and warrants that the Lease is to be treated as an obligation of a political subdivision of a state within the meaning of Section 103(c)(1) of the Code.

(n) Lessee is and shall remain in compliance with all laws, rules, regulations and orders applicable to Lessee, including U.S. economic and trade sanctions, and anti-corruption, anti-bribery, anti-money laundering and anti-terrorism laws.

ARTICLE III LEASE OF EQUIPMENT

Section 3.01. Lessor hereby demises, leases and lets to Lessee, and Lessee rents, leases and hires from Lessor, the Equipment, in accordance with the provisions of this Agreement, to have and to hold for the Lease Term.

ARTICLE IV LEASE TERM

Section 4.01. Commencement of Lease Term. The Original Term of this Agreement shall commence on the Commencement Date and shall terminate on the last day of Lessee's fiscal year then in effect. Lessee may renew this Agreement beyond the expiration of the Original Term, or beyond the expiration of any Renewal Term then in effect, up to the number of additional fiscal years provided in Exhibit E of this Agreement by appropriating sufficient funds to make scheduled Rental Payments for the ensuing fiscal year (each a "Renewal Term"). Terms and conditions during any Renewal Term shall be the same as the terms and conditions during the Original Term, except that the Rental Payments shall be as provided in Exhibit E of this Agreement.

Section 4.02. Termination of Lease Term. The Lease Term will terminate upon the earliest of any of the following events:

(a) The expiration of the Original Term or any Renewal Term of this Agreement and the non-renewal of this Agreement in the event of non-appropriation of funds pursuant to Section 6.07;

- (b) The exercise by Lessee of the option to purchase the Equipment before expiration of this Agreement granted under the provisions of Articles IX or XI of this Agreement;
- (c) A default by Lessee and Lessor's election to terminate this Agreement under Article XIII; or
- (d) Payment by Lessee of all Rental Payments authorized or required to be paid by Lessee hereunder through the full lease term.

Section 4.03. Return of Equipment on Termination. Upon expiration or earlier termination of the Original Term or any Renewal Term under any provision of this Agreement at a time when Lessee does not exercise its option to purchase the Equipment granted under the provisions of Articles IX or XI of this Agreement, Lessee hereby agrees to deliver the Equipment to Lessor packaged or otherwise prepared in a manner suitable for shipment by truck or rail common carrier to a location specified by Lessor. All expenses resulting from the return of Equipment on termination will be borne by Lessee.

ARTICLE V ENJOYMENT OF EQUIPMENT

Section 5.01. Provided that no default or event of default shall have occurred hereunder, Lessor hereby covenants that during the Lease Term Lessor will not interfere with Lessee's quiet use and enjoyment of the Equipment.

Lessor shall have the right at all reasonable times during business hours to enter into and upon the property of Lessee for the purpose of inspecting the Equipment.

ARTICLE VI RENTAL PAYMENTS

Section 6.01. Rental Payments to Constitute a Current Expense of Lessee. Lessor and Lessee understand and intend that the obligation of Lessee to pay Rental Payments hereunder shall constitute a current expense of Lessee and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by Lessee.

Section 6.02. Payment of Rental Payments. During the Original Term and during each Renewal Term elected by Lessee, Lessee shall pay Rental Payments, exclusively from any and all legally available funds, in lawful money of the United States of America, exclusively to Lessor or, in the event of assignment by Lessor, to its assignee, in the amounts and on the dates set forth in Exhibit E hereto. Rental Payments shall be in consideration for Lessee's use of the Equipment during the applicable year in which such payments are due. The Rental Payment amounts set forth in Exhibit E are based on the Equipment Cost to be paid by Lessor being the amount set forth in Exhibit E. Lessor shall have no obligation to pay or disburse any amount greater than the amount set forth as the Equipment Cost. Lessee shall not amend any purchase contract, purchase order, or any other agreement that would have the effect of increasing the cost of the Equipment above set forth in Exhibit E as the Equipment Cost without the prior written consent of Lessor. In the event that the actual cost of the Equipment is greater than the amount set forth in Exhibit E, Lessee shall be solely responsible for and hereby agrees to promptly pay such excess to the vendor (s), provided that Lessee may request that Lessor finance such excess, which Lessor may, in its sole discretion elect to do or decline to do. Lessee shall indemnify and hold Lessor harmless from and against any loss, damages, costs and expenses resulting from or relating to any increase in the Equipment Cost. If Lessor, in its sole discretion, elects to finance such excess the amount of each installment of rent will be increased to provide the same yield to Lessor as would have been obtained if the actual cost had been the same as the stated Equipment Cost. In such event, Lessee shall at the request of Lessor execute and deliver an amendment reflecting the increase in the Equipment Cost and the Rental Payments.

Section 6.03. Interest and Principal Components. A portion of each Rental Payment is paid as, and represents payment of, interest, and the balance of each Rental Payment is paid as, and represents payment of principal. Exhibit E hereto sets forth the interest component and the principal component of each Rental Payment during the Lease Term.

Section 6.04. Additional Interest in the Event the Interest is Taxable. Lessee acknowledges that Lessor's yield with respect to this Agreement is dependent upon the full amount of each Rental Payment being excluded from Lessor's income pursuant to the Code. Accordingly, if at any time, as a result of a determination that Lessee has breached a representation or covenant contained herein, or as a result of any change in the Code, any payment of either the interest component or the principal component of any Rental Payment is, in the opinion of counsel for the Lessor, subject to or affected by any income, preference, excess profits, minimum or other federal tax, Lessee shall pay, as additional interest, an amount which is necessary to provide to Lessor the same net income as Lessor would have received but for such event. Lessor's calculations of such additional interest shall be binding upon Lessee in the absence of manifest error.

Section 6.05. Rental Payments to be Unconditional. During the Original Term and during each Renewal Term elected by Lessee, the obligations of Lessee to make payment of the Rental Payments required under this Article VI and other sections hereof and to perform and observe the covenants and agreements contained herein shall be absolute and unconditional in all events, except as expressly provided under this Agreement. Notwithstanding any dispute between Lessee and Lessor, any Vendor or any other person, Lessee agrees to pay all Rental Payments when due and shall not withhold any Rental Payments pending final resolution of such dispute, nor shall Lessee assert any right of set-off or counterclaim against its obligation to make such payments when required under this Agreement. Lessee's obligation to make Rental Payments during the Original Term or the then current Renewal Term elected by Lessee shall not be abated through accident or unforeseen circumstances.

Section 6.06. Continuation of Lease Term by Lessee. Lessee intends, subject to the provisions of Section 6.07, to continue the Lease Term through the Original Term and all the Renewal Terms hereunder. Lessee reasonably believes that legally available funds in an amount sufficient to make all Rental Payments during the Original Term and each of the Renewal Terms can be obtained. The officer of Lessee responsible for budget preparation shall do all things lawfully within his/her power to obtain and maintain funds from which the Rental Payments may be made, including making provision for such payments to the extent necessary in each annual budget submitted and adopted in accordance with applicable provisions of State law, to have such portion of the budget approved, and to exhaust all available reviews and appeals in the event such portion of the budget is not approved. Notwithstanding the foregoing, the decision whether or not to budget and appropriate funds is within the discretion of Lessee's governing body.

Section 6.07. Termination by Nonappropriation. In the event Lessee does not appropriate sufficient funds for the payment of the Rental Payments scheduled to be paid in the next occurring Renewal Term, then Lessee may terminate this Agreement at the end of the then current Original Term or Renewal Term, and Lessee shall not be obligated to make payment of the Rental Payments provided for in this Agreement beyond the end of the then current Original or Renewal Term. Lessee agrees to deliver notice to Lessor of such termination at least 90 days prior to the end of the then current Original or Renewal Term.

Section 6.08. Late Charges. If any Rental Payment is not paid in full to Lessor within fifteen (15) days after the payment first became due and payable, Lessee shall immediately pay to Lessor an additional one time late charge equal to five (5%) percent or, if less the maximum rate permitted by law, of each such amount past due along with the Rental Payment. If any Rental Payment remains unpaid beyond 45 days after it first became due and payable, or if Lessor has elected to exercise any remedies following an event or default, interest shall accrue on past due amounts at the rate of 1% per month or the highest rate allowed by law, whichever is less. Partial payments by Lessee shall be applied first to the accrued interest component of past due Rental Payments and the balance to the remaining principal component of past due Rental Payments.

Section 6.09. Prepayment. Lessee shall have the right to prepay principal components of Rental Payments in whole on any date set forth in Exhibit E by paying the then applicable Purchase Price set forth in Exhibit E on such date.

ARTICLE VII TITLE TO EQUIPMENT

Section 7.01. Title to the Equipment. During the term of this Agreement, title to the Equipment and any and all additions, repairs, replacements or modifications shall vest in Lessee, subject to the rights of Lessor under this Agreement. In the event of default as set forth in Section 13.01 or nonappropriation as set forth in Section 6.07, Lessee agrees to surrender possession of the Equipment to Lessor. Lessee and Lessor intend for federal income tax purposes under the Internal Revenue Code of 1986, as amended, that this Agreement constitutes a financing lease or an installment sale contract rather than a true lease.

ARTICLE VIII MAINTENANCE; MODIFICATION; TAXES; INSURANCE AND OTHER CHARGES

Section 8.01. Maintenance of Equipment by Lessee. Lessee agrees that at all times during the Lease Term Lessee will, at Lessee's own cost and expense, maintain, preserve and keep the Equipment in good repair, working order and condition, and that Lessee will from time to time make or cause to be made all necessary and proper repairs, replacements and renewals. Lessor shall have no responsibility in any of these matters, or for the making of improvements or additions to the Equipment.

Section 8.02. Taxes, Other Governmental Charges and Utility Charges. In the event that the use, possession or acquisition of the Equipment is found to be subject to taxation in any form (except for income taxes of Lessor), Lessee will pay during the Lease Term, as the same respectively come due, all taxes and governmental charges of any kind whatsoever that may at any time be lawfully assessed or levied against or with respect to the Equipment and any equipment or other property acquired by Lessee in substitution for, as a renewal or replacement of, or a modification, improvement or addition to the Equipment, as well as all gas, water, steam, electricity, heat, power, telephone, utility and other charges incurred in the operation, maintenance, use, occupancy and upkeep of the Equipment; provided that, with respect to any governmental charges that may lawfully be paid in installments over a period of years, Lessee shall be obligated to pay only such installments as have accrued during the time this Agreement is in effect.

Section 8.03. Provisions Regarding Insurance. At its own expense, Lessee shall cause casualty, public liability and property damage insurance to be carried and maintained, or shall demonstrate to the satisfaction of Lessor that adequate self-insurance is provided with respect to the Equipment, sufficient to protect the Full Insurable Value (as that term is hereinafter defined) of the Equipment, and to protect Lessor from liability in all events. All insurance proceeds from casualty losses shall be payable as hereinafter provided in this Agreement. Lessee shall furnish to Lessor certificates evidencing such coverage throughout the Lease Term. Alternatively, Lessee may insure the Equipment under a blanket insurance policy or policies which cover not only the Equipment but other properties. If Lessee insures similar properties by self-insurance and upon approval by Lessor, Lessee may insure the Equipment by means of an adequate insurance fund.

The term "Full Insurable Value" as used herein shall mean the full replacement value of the Equipment.

Any insurance policy pursuant to this Section 8.03 shall be so written or endorsed as to make losses, if any, payable to Lessee and Lessor as their respective interests may appear. The Net Proceeds (as defined in Section 9.01) of the insurance required in this Section 8.03 shall be applied as provided in Article IX hereof. Each insurance policy provided for in this Section

8.03 shall contain a provision to the effect that the insurance company shall not cancel the policy or modify it materially and adversely to the interest of Lessor without first giving written notice thereof to Lessor at least 30 days in advance of such cancellation.

Section 8.04. Advances. In the event Lessee shall fail to perform any of its obligations hereunder Lessor may (but shall be under no obligation to) take such action as may be necessary to cure such failure, including, without limitation, the advancement of money; and all amounts so advanced by Lessor shall become additional rent for the then current Original Term or Renewal Term, which amounts, together with interest thereon at the rate of 12% per annum, or if less the maximum rate permitted by law, Lessee agrees to pay.

ARTICLE IX DAMAGE, DESTRUCTION AND CONDEMNATION: USE OF NET PROCEEDS

Section 9.01. Damage, Destruction and Condemnation. If prior to the termination of the Lease Term (a) the Equipment or any portion thereof is destroyed (in whole or in part) or is damaged by fire or other casualty or (b) title to, or the temporary use of the Equipment or any part thereof or the estate of Lessee or Lessor in the Equipment or any part thereof shall be taken under the exercise of the power eminent domain by any governmental body or by any person, firm or corporation acting under governmental authority, Lessee and Lessor will cause the Net Proceeds of any insurance claim or condemnation award to be applied to the prompt replacement, repair, restoration, modification or improvement of the Equipment. Any balance of the Net Proceeds remaining after such work has been completed shall be paid to Lessee.

For purposes of Section 8.03 and this Article IX, the term "Net Proceeds" shall mean the amount remaining from the gross proceeds of any insurance claim or condemnation award after deducting all expenses (including attorney's fees) incurred in the collection of such claims or award.

Section 9.02. Insufficiency of Net Proceeds. If the Net Proceeds are insufficient to pay in full the cost of any repair, restoration, modification or improvement referred to in Section 9.01 hereof, Lessee shall either (a) complete the work and pay any cost in excess of the amount of Net Proceeds, and Lessee agrees that if by reason of any such insufficiency of the Net Proceeds, Lessee shall make any payments pursuant to the provisions of this Section 9.02, Lessee shall not be entitled to any reimbursement therefore from Lessor nor shall Lessee be entitled to any diminution of the amounts payable under Article VI hereof or (b) if Lessee is not in default hereunder, Lessee shall pay to Lessor the amount of the then applicable Purchase Price, and, upon such payment, the Lease Term shall terminate and Lessor's interest in the Equipment shall terminate as provided in Article XI of this Agreement. The amount of the Net Proceeds in excess of the then applicable Purchase Price, if any, may be retained by Lessee.

ARTICLE X DISCLAIMER OF WARRANTIES; VENDOR'S WARRANTIES; USE OF EQUIPMENT

Section 10.01. Disclaimer of Warranties. LESSOR MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE OR FITNESS FOR USE OF THE EQUIPMENT, OR WARRANTY WITH RESPECT THERETO. In no event shall Lessor be liable for any incidental, indirect, special or consequential damage in connection with or arising out of this Agreement or the existence, furnishing, functioning or Lessee's use of any item of Equipment.

Section 10.02. Vendor's Warranties. Lessor hereby irrevocably appoints Lessee its agent and attorney-in-fact during the Lease Term, so long as Lessee shall not be in default hereunder, to assert from time to time whatever claims and rights, including warranties of the Equipment, if any which Lessor may have against the Vendor of the Equipment. Lessee's sole remedy for the breach of such warranty, indemnification or representation shall be against the Vendor of the Equipment, and not against the Lessor, nor shall such matter have any effect whatsoever on the rights of Lessor with respect to this Agreement, including the right to receive full and timely payments hereunder. Lessee expressly acknowledges that Lessor makes, and has made, no representation or warranties whatsoever as to the existence or availability of such warranties of the Vendor of the Equipment.

Section 10.03. Use of the Equipment. Lessee will not install, use, operate or maintain the Equipment improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by this Agreement. Lessee shall provide all permits and licenses, if any, necessary for the installation and operation of the Equipment. In addition, Lessee agrees to comply in all respects (including, without limitation, with respect to the use, maintenance and operation of each item of the Equipment) with all laws of the jurisdictions in which its operations involving any item of Equipment may extend and any legislative, executive, administrative or judicial body exercising any power or jurisdiction over the items of the Equipment; provided, however, that Lessee may contest in good faith the validity or application of any such law or rule in any reasonable manner which does not, in the reasonable opinion of the Lessor, adversely affect the estate of Lessor in and to any of the items of the Equipment or its interest or rights under this Agreement.

ARTICLE XI OPTION TO PURCHASE

Section 11.01 At the request of Lessee, Lessor's interest in the Equipment and additional Rental Payments will be terminated and this Agreement shall terminate:

- (a) At the end of the final Renewal Term, upon payment by Lessee of all Rental Payments scheduled as set forth in Exhibit E to this Agreement; or
- (b) if the Lease Term is terminated pursuant to Article IX of this Agreement, in the event of total damage, destruction or condemnation of the Equipment; or
- (c) any time when Lessee is not on such date in default under this Agreement, upon payment by Lessee of the then applicable Purchase Price to Lessor.

Upon the occurrence of any of such events, Lessor shall, if requested by Lessee, deliver a Bill of Sale of its remaining interest in the Equipment to Lessee "AS IS - WHERE IS" without additional cost or payment by Lessee.

ARTICLE XII ASSIGNMENT, SUBLEASING, INDEMNIFICATION MORTGAGING AND SELLING

Section 12.01. Assignment by Lessor. This Agreement, and the rights of Lessor hereunder, may be assigned and reassigned in whole or in part to one or more assignees and subassignees by Lessor at any time subsequent to its execution, without the necessity of obtaining the consent of Lessee; provided, however, that no such assignment or reassignment shall be effective unless and until (i) Lessee shall have received notice of the assignment or reassignment disclosing the name and address of the assignee or subassignee, and (ii) in the event that such assignment is made to a bank or trust company as trustee for holders of certificates representing interests in this Agreement, such bank or trust company agrees to maintain, or cause to be maintained, a book-entry system by which a record of names and addresses of such holders as of any particular time is kept and agrees, upon request of the Lessee, to furnish such information to Lessee. Upon receipt of notice of assignment, Lessee agrees to keep a written record thereof, and to make all payments to the assignee designated in the notice of assignment, notwithstanding any claim, defense, setoff or counterclaim whatsoever (whether arising from a breach of this Agreement or otherwise) that Lessee may from time to time have against Lessor, or the assignee. Lessee agrees to execute all documents which may be reasonably requested by Lessor or its assignee to protect their interests in this Agreement.

Section 12.02. No Sale, Assignment or Subleasing by Lessee. This Agreement and the interest of Lessee in the Equipment may not be sold, assigned or encumbered by Lessee without the prior written consent of Lessor.

Section 12.03. Lessee Negligence. To the extent permitted by the laws and Constitution of the State, Lessee shall protect and hold harmless Lessor from and against any and all liability, obligations, losses, claims and damages whatsoever, regardless of cause thereof, and expenses in connection therewith, including, without limitation, counsel fees and expenses, penalties and interest arising out of or as the result of the entering into this Agreement, the ownership of any item of the Equipment, the ordering, acquisition, use, operation, condition, purchase, delivery, rejection, storage or return of any item of the Equipment or any accident in connection with the operation, use, condition, possession, storage or return of any item of the Equipment resulting in damage to property or injury to or death of any person, to the extent that such liability, obligation, loss, claim or damage arises out of or is proximately caused by the negligent conduct of Lessee, its officers, employees or agents. The obligation of Lessee arising under this paragraph shall continue in full force and effect notwithstanding the full payment of all other obligations under this Agreement or the termination of the Lease Term for any reason.

ARTICLE XIII EVENTS OF DEFAULT AND REMEDIES

Section 13.01. Events of Default Defined. The following shall be "events of default" under this Agreement and the terms "event of default" and "default" shall mean, whenever they are used in this Agreement, any one or more of the following events:

- (a) Failure by Lessee to pay any Rental Payment or other payment required to be paid hereunder at the time specified herein; and
- (b) Failure by Lessee to observe and perform any covenant, condition or agreement on its part to be observed or performed, other than as referred to in Section 13.01 (a), for a period of 30 days after written notice, specifying such failure and requesting that it be remedied as given to Lessee by Lessor, unless Lessor shall agree in writing to an extension of such time prior to the expiration, provided, however, if the failure stated in the notice cannot be corrected within the applicable period, Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the default is corrected.
- (c) The filing by Lessee of a voluntary petition in bankruptcy, or failure by Lessee promptly to lift any execution, garnishment, or attachment of such consequence as would impair the ability of Lessee to carry on its governmental function or adjudication of Lessee as a bankrupt or assignment by Lessee for the benefit of creditors, or the entry by Lessee into an agreement of composition with creditors, or the approval by a court of competent jurisdiction of a petition applicable to Lessee in any proceedings instituted under the provisions of the Federal Bankruptcy Statute, as amended, or under any similar acts which may hereafter be enacted.

The foregoing provisions of this Section 13.01 are subject to (i) the provisions of Section 6.07 hereof with respect to nonappropriation; and (ii) if by reason of force majeure Lessee is unable in whole or in part to carry out its agreement on its part herein contained, other than the obligations on the part of Lessee contained in Article VI hereof, Lessee shall not be deemed in default during the continuance of such inability. The term "force majeure" as used herein shall mean, without limitation, the following: acts of God; strikes, lockouts or other employee relations disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States of America or the state wherein Lessee is located or any of their departments, agencies or officials, or any civil or military authority, insurrections; riots; landslides; earthquakes; fires; storms; droughts; floods; or explosions.

Section 13.02. Remedies on Default. Whenever any event of default referred to in Section 13.01 hereof shall have happened and be continuing, Lessee agrees to return the equipment to Lessor and Lessor shall have the right at its sole option without any further demand or notice, to take either one or both of the following remedial steps:

- (a) Accept surrender from Lessee of the equipment for sale or release by Lessor in a commercially reasonable manner. All proceeds of such sale or re-letting shall inure to Lessor,

provided, however, if such proceeds after deduction of Lessor's reasonable costs and expenses, including attorneys' fees, incurred to recover possession, restore or clean-up and sell or release the equipment, exceed an amount equal to the sum of the past due but unpaid Rental Payments and an amount equal to the then applicable purchase price, Lessor shall remit the amount of such excess to Lessee; or

(b) Institute an action in a court of competent jurisdiction to recover Lessor's compensatory damages resulting from Lessee's default.

Lessor agrees that it shall not have a right to seek any remedy of specific performance nor shall Lessor have any "self-help" right to take possession of the equipment absent Lessee's voluntary surrender thereof.

Section 13.03. No Remedy Exclusive. No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy give under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver hereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

ARTICLE XIV MISCELLANEOUS

Section 14.01. Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, to the parties at their respective places of business.

Section 14.02. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns.

Section 14.03. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 14.04. Amendments. The terms of the Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written instrument signed by the Lessor and the Lessee.

Section 14.05. Execution in Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 14.06. Delayed Closing. In the event of a delayed closing, Lessor shall receive as additional compensation any amount that accrues between the Commencement Date and the Closing Date.

Section 14.07. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of .

Section 14.08. Captions. The captions or headings in this Agreement are for convenience only and do not define, limit or describe the scope or intent of any provisions of sections of this Agreement.

Section 14.09. Entire Agreement. This Agreement and the executed Exhibits attached hereto constitute the entire agreement between Lessor and Lessee. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing signed by both parties, and then such waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, representations or warranties, express or implied, not specified herein, regarding this Agreement or the equipment leased hereunder.

Section 14.10. Execution of Facsimile. In the interest of time, each party agrees that execution of signature pages of this Agreement by such party followed by transmission of such pages by facsimile/Telecopier will be legally binding upon such party. After each party has executed and transmitted such signature pages, each party agrees to execute hard copies of this Agreement and to promptly forward originals to the other party hereto.

Section 14.11. Correction of Documents. Lessee agrees to execute and deliver, or provide, as required by Lessor, any documents and information, from time to time, that may be necessary for the purpose of correcting any errors or omissions in this Lease or to reflect the true intent of Lessor in this transaction. All such documents and information must be satisfactory to Lessor.

Section 14.12 WAIVER OF JURY TRIAL. Lessee and Lessor hereby irrevocably waive any right to a jury trial with respect to any matter arising under or in connection with this Lease and agree that any dispute shall be determined by a court sitting without a jury.

Section 14.13. Performance Bonds. If requested by Lessor to facilitate payments to vendors in advance of delivery and acceptance, Lessee agrees to require the Equipment manufacturer, and all other contractors and/or subcontractors (collectively, "Contractors") with whom Lessee has contracted for the acquisition of the Equipment, to provide performance bond satisfactory to Lessor conditioned upon the construction of the Equipment as expeditiously as reasonably possible from the date of execution of such Lease and also conditioned upon delivery of possession of the Equipment to the Lessee free and clear of all liens and encumbrances, except the security interest granted to Lessor under the Lease-Purchase Agreement. Each such bond shall be in a form and with a surety acceptable to Lessor and shall name Lessor as a dual obligee. The Lessee shall proceed promptly to pursue diligently any remedies available against a Contractor that is in default under any agreement relating to the acquisition and construction of the Equipment and/or against each surety on any bond securing the performance of such Contractor's obligations with respect to the acquisition and construction of the Equipment. The Lessee and Lessor shall cause the net proceeds recovered by way of the foregoing to be applied, at Lessor's option, to (i) the completion of the Equipment, or (ii) the payment of all rent payments then due plus the then applicable Termination Balance. Any balance of net proceeds remaining after completion of Equipment construction or payment of the outstanding balance owed under the applicable Lease shall be paid promptly to Lessee.

Section 14.14. Time is of the Essence. Lessor and Lessee agree that time is of the essence of all provisions of each Lease entered into under this Agreement.

Any terms and conditions of any purchase order or other document submitted by Lessee in connection with this Agreement which are in addition to or inconsistent with the terms and conditions of this Agreement will not be binding on Lessor and will not apply to this Agreement. Lessee by the signature below of its authorized representative acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

IN WITNESS WHEREOF, Lessor has executed this Agreement in its corporate name and by its duly authorized officer, and Lessee has caused this Agreement to be executed in its corporate name and by its duly authorized officer. All of the above occurred as of the date first written below; this Agreement shall be binding on Lessee beginning on the date it is accepted and executed by Lessor.

LESSOR: Leasing 2, Inc.

Execute:

By: _____

Title: _____

Date: _____

LESSEE:

Execute:

By: _____

Title: _____

Date: _____

EXHIBIT A
RESOLUTION OF GOVERNING BODY
EXTRACT OF MINUTES

LESSEE:

At a duly called meeting of the governing body of Lessee held on the _____ day of _____, 20_____, the following resolution was introduced and adopted.

WHEREAS, the governing body of Lessee has determined that a true and very real need exists for the acquisition of the Equipment described in the Lease-Purchase Agreement by and between Lessee and **Leasing 2, Inc.**; and has further determined that the Equipment will be used solely for essential governmental functions and not for private business use.

WHEREAS, Lessee has taken the necessary steps, including, without limitation to compliance with legal bidding requirements, under applicable law to arrange for the acquisition of such Equipment.

BE IT RESOLVED, by the governing body of Lessee that the terms of said Lease-Purchase Agreement and Escrow Agreement, if applicable, are in the best interest of Lessee for the acquisition of such Equipment, and the governing body of Lessee designates and confirms the following person to execute and deliver, the Lease-Purchase Agreement and Escrow Agreement and any related documents necessary to the consummation of the transactions contemplated by the Lease-Purchase Agreement and Escrow Agreement.

(Signature of Party to Execute
Lease-Purchase Agreement and Escrow Agreement)

(Print Name and Title)

The undersigned further certifies that the above resolution has not been repealed or amended and remains in full force and effect and further certifies that the above and foregoing Lease-Purchase Agreement and Escrow Agreement is the same as presented at said meeting of the governing body of Lessee.

Secretary/Clerk

Date

{LETTERHEAD OF LESSEE'S COUNSEL}

EXHIBIT B

OPINION OF LESSEE'S COUNSEL

LESSEE:

DATE OF AGREEMENT:

**Leasing 2, Inc.
1720 West Cass Street
Tampa, FL 33606-1230**

[Ladies and]Gentlemen:

As counsel for ("Lessee"), I have examined duly executed originals of the Lease-Purchase Agreement and Escrow Agreement, if applicable (the "Agreement"), between Lessee and Leasing 2, Inc. ("Lessor"), dated as of _____ and the proceedings taken by Lessee to authorize and execute the Agreement. Based upon such examination and upon such other examination as I have deemed necessary or appropriate, I am of the opinion that:

1. Lessee is a public body corporate and politic, legally existing under the laws of the State of _____.
2. The Agreement has been duly authorized, executed and delivered by Lessee, pursuant to Constitutional, statutory and/or home rule provisions which authorize this transaction and Resolution No. _____, attached as Exhibit A to the Agreement.
3. The Agreement is a legal, valid and binding obligation of Lessee, enforceable in accordance with its terms. In the event the Lessor obtains a judgment against Lessee in money damages, as a result of an event of default under the Agreement, Lessee will be obligated to pay such judgment.
4. Applicable public bidding requirements have been complied with.
5. To the best of my knowledge, no litigation is pending or threatened in any court or other tribunal, state or federal, which questions or affects the validity of the Agreement.
6. The signature of the officer of Lessee which appears on the Agreement is true and genuine; I know said officer and know him/her to hold the office set forth below his/her names.
7. The Equipment leased pursuant to the Agreement constitutes personal property and when subjected to use by Lessee will not be or become fixtures under applicable law.
8. The leasing of the Equipment pursuant to the Agreement is exempt from all sales and use taxes against either the Lessor or the Lessee during the term of the Lease and the Equipment will be exempt from any state and local personal property or other ad valorem taxes during the term of the Lease.

This opinion may be relied upon by the addressee hereof and its successors and assignees of interests in the Lease, but only with regard to matters specifically set forth herein.

Sincerely,

EXHIBIT C

CERTIFICATE AS TO ARBITRAGE

PAGE INTENTIONALLY BLANK if no escrow

I, , hereby certify that I am duly qualified and acting , of (the "Lessee"), and that in my official capacity as such officer, I am responsible for executing and delivering, on behalf of the Lessee, the Lease-Purchase Agreement dated (the "Agreement"), by and between Leasing 2, Inc. ("Lessor") and the Lessee. This Certificate is being issued pursuant to Section 148 of the Internal Revenue Code of 1986, as amended (the "Code"), and the Treasury Regulations promulgated thereunder (the "Regulations"). The following facts, estimates and circumstances are in existence on the date of this Certificate or are reasonably expected to occur hereafter.

1. The Agreement provides for the acquisition and financing of certain equipment described therein (the "Equipment") Pursuant to the Agreement, the Lessor is required to lease the Equipment to the Lessee and the Lessee is required to make rental payments with respect thereto, comprising principal and interest, on the dates and in the amounts set forth therein (the "Rental Payments").

2. On the date hereof, Lessor will deposit into escrow to be held for the benefit of Lessee the amount of \$, which, together with interest earned thereon until disbursed if necessary, will be used to pay the costs of the Equipment in the amount of \$. In the event any interest income remains in escrow after payment of such Equipment cost, such amount shall be retained by Lessor as additional fee income.

3. The Lessee has entered into or will within six (6) months of the date hereof enter into contracts for the acquisition of the Equipment, which contracts will obligate the payment of all amounts held in escrow.

4. The Equipment will be acquired with due diligence and will be fully acquired on or before _____.

5. In any event, all of the spendable proceeds of the Agreement, including amounts held in escrow, will be expended on the Equipment within three (3) years from the date of execution of the Agreement. No proceeds of the Agreement will be used to reimburse the Lessee for expenditures made prior to the date of the issuance of the Agreement, unless Lessee shall have complied with the requirements of Section 1.150-2 of the Regulations. If applicable, a copy of Lessee's official intent with respect to such reimbursement is attached hereto as attachment 1.

6. The original proceeds of the Agreement, and the interest to be earned thereon, do not exceed the amount necessary for the governmental purpose for which the Agreement is issued.

7. The interest of the Lessee in the Equipment has not been, and is not expected during the term of the Agreement, to be sold or otherwise disposed of by the Lessee.

8. No sinking fund will be maintained by the Lessee with respect to the Rental Payments.

9. The Agreement is not a "hedge bond" within the meaning of Section 149(g) of the Code. The Lessee expects to spend not less than 85% of the spendable proceeds of the Agreement within three years after the date hereof and less than 50% of the proceeds of the Agreement is invested in Nonpurpose investments having a substantially guaranteed yield for four years or more.

10. In the Agreement the Lessee has covenanted to take all actions necessary to ensure that the interest paid under the Agreement remains excludable from gross income under the Code. Such covenant includes, without limitation, the requirement to comply with the requirements of the Code relating to the rebate of arbitrage profit to the United States Government.

11. To the best of the knowledge and belief of the undersigned, the expectations of the Lessee as set forth above, are reasonable; and there are no present facts, estimates and circumstances which would damage the foregoing expectations.

LESSEE:

By: _____

Title: _____

Date: _____

EXHIBIT D
DESCRIPTION OF EQUIPMENT

The Equipment which is the subject of the attached Lease-Purchase Agreement is as follows:

together with all additions, accessions and replacements thereto.

Lessee hereby certifies that the description of the personal property set forth above constitutes an accurate description of the "Equipment", as defined in the attached Lease-Purchase Agreement.

LOCATION OF THE EQUIPMENT:

After Lessee signs this Agreement, Lessee authorizes Lessor to insert any missing information or change any inaccurate information (such as the model year of the Equipment or its serial number or VIN) into the Description of Equipment.

LESSEE:

By: _____

Title: _____

Date: _____

EXHIBIT E
PAYMENT SCHEDULE

LESSEE:
LEASE AMOUNT: \$
COMMENCEMENT DATE:
INTEREST RATE: %

LESSEE:

By: _____
Title: _____
Date: _____

* After payment of Rental Payment due on such date.

EXHIBIT F
ACCEPTANCE CERTIFICATE

The undersigned, as Lessee under the Lease-Purchase Agreement (the "Agreement") dated , with **Leasing 2, Inc.** ("Lessor"), hereby acknowledges:

1. _____ **Equipment delivered and accepted:** Lessee has received in good condition all of the Equipment described in the Agreement and in Exhibit D thereto and accepts the Equipment for all purposes this _____ day of _____, 20_____.
2. _____ **Equipment delivery has not yet taken place:** The Equipment described in the Agreement and in Exhibit D thereto, has not been delivered, but is scheduled to be delivered within 18 months. Lessor has agreed to deposit into an escrow account an amount sufficient to pay the total cost of the Equipment identified in Exhibit D of the Agreement. Exhibit E accurately reflects the Lease Amount. Lessee agrees to execute an Acceptance Certificate and Payment Request Form authorizing payment of the cost of the Equipment, or a portion thereof, for each withdrawal of funds from the Escrow Account. Lessee's obligation to commence Rental Payments as set forth in Exhibit E-Payment Schedule is absolute and unconditional as of the Commencement Date, subject to the terms and conditions of the Agreement. Lessee further acknowledges that the Agreement is not subject to the successful delivery of the Equipment, and that in the event of non-performance by the Vendor, Lessee will retain all responsibility for performance under the Agreement.
3. _____ **Vendor will be paid in full prior to delivery of equipment:** A 100% pre-funding will be made by Lessor to Vendor of the lease amount identified as "Equipment Cost" on the Exhibit E – Payment Schedule of the Agreement. Lessee agrees to indemnify and hold Lessor harmless from and against any and all claims, costs and expenses incurred (including Lessor's attorneys' fees). Lessee further acknowledges that the Agreement is not subject to the successful delivery of the Equipment, and that in the event of non-performance by the Vendor, Lessee will retain all responsibility for performance under the Agreement.

Lessee certifies that Lessee has fully and satisfactorily performed all of its covenants and obligations required under the Agreement, and confirms that the Agreement will commence as defined by "Commencement Date" in the attached Agreement, and it will commence payments in accordance with Article VI of the Agreement.

The undersigned officer of the Lessee hereby reaffirms on behalf of the Lessee in all respects the covenants of the Lessee set forth in Article II of the Agreement and represents that, to the best of his or her knowledge, information and belief, the expectations therein expressed were reasonable as of the Commencement Date, and that there were, and are as of the date on which they were made, and are reasonable as of the Commencement Date, no facts, estimates or circumstances other than those expressed therein that would materially affect the expectations expressed therein.

LESSEE:

By: _____

Title: _____

EXHIBIT G
ESSENTIAL USE/SOURCE OF FUNDS LETTER

TO: **Leasing 2, Inc.**

RE: Lease-Purchase Agreement Dated .

Gentlemen:

Reference is made to certain Lease-Purchase Agreement dated , between **Leasing 2, Inc.** and , leasing the personal property described in Exhibit D to such Agreement. This confirms and affirms that such Equipment is essential to the functions of the undersigned or to the service we provide to our citizens.

Further, we have an immediate need for, and expect to make immediate use of, substantially all the Equipment, which need is not temporary or expected to diminish in the foreseeable future. The Equipment will be used by us only for the purpose of performing one or more of our governmental or proprietary functions consistent with the permissible scope of our authority. **Specifically, the Equipment was selected by us to be used as follows:**

Please describe USE of equipment:

Sincerely,

Date

EXHIBIT H

DESIGNATION OF BANK QUALIFICATION

In consideration of the mutual covenants of the Lessor and Lessee pursuant to the Lease-Purchase Agreement dated , (the "Agreement") between **Leasing 2, Inc.** ("Lessor") and ("Lessee"), such Agreement is modified as follows:

Lessee certifies that it reasonably anticipates that it and all of its subordinate entities will not issue more than \$10,000,000 of "qualified tax-exempt obligations" (as that term is defined in Section 265(b)(3)(B) of the Internal Revenue Code of 1986 ("the Code") during the current calendar year .

Further, lessee hereby designates the Agreement as a "qualified tax-exempt obligation" in accordance with Section 265 (b)(3)(B) of the Code so that it is eligible for the exception contained in Section 265 (b)(3) of the Code and further certifies for the purpose of the overall limitation of Section 265 (b)(3)(D) of the Code that it and its subordinate entities have not as of this calendar year issued more than \$10,000,000 of obligations which it has designated for these purposes.

All terms contained herein not otherwise defined shall have the same meaning as such terms are used and defined in the Lease.

LESSEE:

By: _____

Title: _____

Date: _____

EXHIBIT I

NOTICE AND ACKNOWLEDGMENT OF ASSIGNMENT

Leasing 2, Inc. ("Lessor") hereby gives notice to the ("Lessee") that Lessor has assigned all rights to payments under the Lease-Purchase Agreement and Escrow Agreement dated as of , between **Leasing 2, Inc.** ("Lessor") and ("Lessee"). **Leasing 2, Inc.** ("Lessor") hereby requests, gives notice and instructs ("Lessee") that payments that hereafter come due pursuant to the Lease-Purchase Agreement be paid to or its Assignee.

LESSEE:

By: _____

Title: _____

Date: _____

INSURANCE COVERAGE REQUIREMENT

TO: **Leasing 2, Inc. and/or its Assigns**
1720 West Cass Street
Tampa, FL 33606-1230

FROM:

RE: INSURANCE COVERAGE REQUIREMENTS (Check one):

____ 1. In accordance with Section 8.03 of the Agreement, we have instructed the insurance agent named below (please fill in name, address and telephone number)

NAME: _____

ADDRESS: _____

CITY/ ST/ ZIP: _____

TELEPHONE: _____

to issue:

a. All Risk Physical Damage Insurance on the leased equipment evidenced by a Certificate of Insurance and Long Form Loss Payable Clause naming **Leasing 2, Inc. and/or its Assigns** as Loss Payee.

Coverage Required: Full Replacement Value

b. Public Liability Insurance evidenced by a Certificate of Insurance naming **Leasing 2, Inc. and/or its Assigns** as an Additional Insured.

Minimum Coverage Required:

\$500,000.00 per person

\$1,000,000.00 aggregate bodily injury liability

\$1,000,000.00 property damage liability

____ 2. Pursuant to Section 8.03 of the Agreement, we are self-insured for all risk, physical damage, and public liability and will provide proof of such self-insurance in letterform together with a copy of the statute authorizing this form of insurance.

By: _____

Title: _____

Date: _____

BILLING INFORMATION

Please indicate below how you would like us to bill you for the lease payments due under this Agreement, including a contact name, if applicable:

Contact Name: _____

Company: _____

Street Address or Box #: _____

City, State, Zip: _____

County: _____

Telephone: _____ () _____

Fax: _____ () _____

Email Address: _____

Invoice Reference: _____

**CUSTOMER IDENTIFICATION PROGRAM
ORGANIZED ENTITY**

Notice: To help the government fight the funding of terrorism and money laundering activities, U.S. Federal law requires financial institutions to obtain, verify and record information that identifies each person (individuals or businesses) who opens an account.

What this means for you: When you open an account or add any additional service, we will ask you for your name, address, federal employer identification number and other information that will allow us to identify you. We may also ask to see other identifying documents.

CUSTOMER NAME:

CUSTOMER IDENTIFICATION

Taxpayer ID Number: -

Business Structure (check one): City Government: _____ County Government: _____ Tax District: _____ Corporation: _____

Other, description: _____

We may request certified copies of your organizational documents as part of the identification procedure.

PRIMARY ADDRESS AND REGISTRATION

Address: _____

Address: _____

City: _____

State: _____

Zip Code: _____

State of Registration/Organization: _____

MAILING ADDRESS (if different from above)

Address: _____

Address: _____

City: _____

State: _____

Zip Code: _____

Acknowledgment: The information contained herein is true and correct.

By: _____

Its: _____

Base Bid Price: \$212,264.00

Published Options:

Debris Body Options

9 Yard Debris Tank with 1,000 Gallon Water Capacity (<i>Requires Single Axle Chassis</i>)- DEDUCT	-\$8,649.00
6" Knife Valve with Center Post and Handle, in lieu of 5" Butterfly Valve	\$819.00
Flat Style Rear Door, Includes Hydraulic Opener & Swing Style Wear Plate	\$6,043.00
Built-In Body Prop	\$523.00
Gravity Drain System: Plumbing to Gate Valve at Mid-Passenger Side of Unit, Allowing Return of Liquids to Manhole	\$2,098.00
575 GPM Hydraulic Pump Off System with 20' Lay Flat Hose, Rear Mounted	\$15,116.00

Boom Options

10' Telescoping Boom Assembly with Pendant Control Station (Tube in Tube), Replaces Fixed Boom Assembly	\$15,253.00
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Hose Reel Options

600' x 1" Hose Reel Capacity - DEDUCT	-\$2,804.00
Articulating Hose Reel	\$15,071.00
"Reel Power" Level Wind Guide	\$5,646.00
Hose Footage Counter	\$645.00
500' Hose in lieu of 400'	\$498.00

Dual Engine Power Options

Dual Engine Configuration: Smaller Displacement Gas Auxiliary Engine	\$4,574.00
Auxiliary Engine Remote Oil Drain	\$309.00

Water System Options

50 GPM @ 3,000 PSI Water System with 400' x 3/4" Hose	\$0.00
50' Capacity Retractable Hand Gun Hose Reel with 50' Hose	\$2,285.00
2 1/2" Water Drain Gate Valve Assembly	\$328.00
Air Purge System	\$932.00
Automatic Continuous Fill System	\$2,440.00
Debris Body "Power Flush" System, 8 Jets	\$2,163.00
Lateral Cleaning Kit with 200' x 1/2" Hose and Nozzle; Permanently Mounted, Electronically Controlled	\$6,552.00
Variable Flow Water System (includes 2 Additional Nozzles)	\$1,264.00

Lighting Options

2) Sets of LED Flood Lights with Limb Guards, Locations: Boom & Rear	\$1,640.00
2) LED Strobe Lights with Limb Guards, Locations: Driver Mirror & Rear	\$2,066.00
Hand Held LED Spotlight	\$668.00
LED Arrow Board	\$4,153.00
4 Corner LED Strobe System	\$2,129.00

Electrical Options

Body Load Limit Alarm, Level Indicator	\$762.00
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Back Up Alarm	\$305.00
Low Water Alarm with Light	\$566.00
Wireless Remote Control	\$5,746.00

Miscellaneous Machine Options

Rear Mounted Tow Hooks	\$394.00
First Aid Kit	\$109.00
Nozzle Rack	\$133.00

Pipe/Tool Storage

Folding Pipe Rack, Tank Mounted	\$3,238.00
Steel Storage Box Behind Cab	\$2,661.00
2) 5' x 8" Aluminum Extension Tubes with Quick Clamps	\$728.00
8" Adjustable Air Gap with Quick Clamp	\$523.00

Unpublished Options: (includes 1% discount)

Circular Operator Handle	\$284.00
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TOTAL PRICE FOR VAC-CON BODY: \$309,475.00

Final Model After Options: V390LHA/1000

The body price includes mounting the Vac-Con body to the chassis. Please review the Florida Sheriffs Contract for chassis options. The chassis supplier should drop ship the chassis to Vac-Con in Green Cove Springs, FL. The specifications must be approved by Vac-Con before ordering the chassis.

We appreciate the opportunity to provide this equipment to the City of Lake City. Please feel free to contact Bill Stinson at (772) 216-2173, if you have any questions.

Sincerely,

Jenny Mitchem

Jenny Mitchem
Office Manager

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

2.14 OPTION PRICING

The bidder shall offer discount below Manufacturer's Standard Retail Pricing (MSRP) or manufacturers published list price for any factory options included in the bid submission and quotes to purchasers, if awarded. FSA requests vendors include most frequently purchased scheduled, factory and aftermarket options in the bid.

Options are intended to add or delete equipment or features from the base specification. Options can provide an upgrade or downgrade to a manufacturer's model, such as a slightly different engine size or horsepower, and should not be made available for purchase separate from the base vehicle or equipment. Bidders shall NOT use options to create a vehicle or equipment that is entirely different than the FSA base specification or are available as another specification bid on this ITB.

Bidder must use proper factory codes for all factory options. Options available through the factory may be bid and supplied to purchaser as "factory" options, unless otherwise requested in writing by the purchaser.

The FSA has the discretion to disqualify bidders if the option pricing is excessive or if options listed are not available for the item bid.

Option pricing will include all costs of labor associated with the option and cost of labor should not be listed separately within the bid. Section 2.15 contains specific instructions and exceptions for emergency lights and sirens.

If a bidder will offer registration and title services as a fee for service, the bidder must include the administrative fee as a separate option (i.e. line item) for each item bid, see Section 3.23 for additional details. Government imposed fees should not be included in this option pricing.

No other additional charges or fees are admissible.

For purposes of this bid, Emergency Lights and Sirens will require a separate pricing sheet upload in the bid system. See Section 2.14 for details on emergency lights and sirens.

If options are not available as a stand alone option, the bidder must indicate in their bid submission any option requiring the purchase of other options, and also indicate options that are a part or dependent of another option. Factory package options are allowable under this contract. Factory package options must be included in the options within the bid document and detailed specifically as to what components the package includes.

When calculating the price for a manufacturer's option requested in this bid that is not listed as an option in the manufacturer's order guide (i.e. model or engine upgrade), the bidder must calculate the option price as the net difference between vendor cost on the representative base vehicle and the total MSRP of the requested option modifying the vehicle. A bidder may bid less than this price, but at no time charge more than the calculation provided here.

The use of options to facilitate the sale of an alternate manufacturer's product which is outside the scope of the written base specification will be determined nonresponsive and the bid will be rejected in whole or part by the FSA.



TAMPA TRUCK CENTER

7528 U.S. Hwy. 301 N.

Tampa, Fl. 33637

Ph.: 813-262-0890

Fax: 813-262-0983

10/21/2020

To: Mr. Brian Scott, City of Lake City

Subject: 114SD VAC CON Specs

Reference: 2020-22 Florida Sheriff's Contract # FSA20-VEH18.0

Brian,

Thank you for your interest in our product. Here's the breakdown of your quote using the Florida Sheriff's Contract:

Specification #58: Freightliner M2/114, Base Chassis: \$53,196.00

OPTIONS

101-3BU	LP 370HP I.L.O. STD	\$21,076.00
342-582	3500RDS I.L.O. STD	\$6,334.00
400-1BB	20K FRONT AXLE	\$3,436.00
547-001	HD/DOUBLE FRAME	\$2,629.00
360-013	1350 FRONT FLANGE ADP FOR PTO	\$1,276.00
093-1E2	425 TIRES	\$972.00
620-006	20K FRONT SUSPENSION	\$815.00
549-036	12 INCH FRONT FRAME EXT	\$639.00
502-1H5	FRONT AND REAR ALUMINUM WHEELS	\$1,076.00
532-002	TILT/TELESCOPIC STEERING	\$478.00
WAG011	2 YEARS TOWING WARRANTY	\$400.00
744-1BL	POWER/HEATED MIRRORS	\$286.00
654-027	POWER WINDOWS/LOCKS	\$317.00
RAG-020	CUMMINS TARIFF CHARGE	\$205.00

TOTAL: \$93,135.00

Please call if you have any questions, or need further information. I can be reached via email or by telephone. My contact information is shown below.

Sincerely,

Scott Endris

Municipal/Fleet Sales

Tampa Truck Center

sendris@tampaftr.com

813-293-0866

Item #370 Vac-Con Sewer Cleaner Model V311HN/1000 Options

Debris Body Options

<u>Description</u>	<u>Option Price</u>
9 Yard Debris Tank with 1,000 Gallon Water Capacity (<i>Requires Single Axle Chassis</i>) - DEDUCT	\$ (8,649.00)
Upgrade to 12 Yard Debris Tank	\$ 5,985.00
Upgrade to 16 Yard Debris Tank (<i>Includes Flat Style Rear Door</i>)	\$ 21,802.00
6" Air Operated Knife Valve/Front Driver's Side Mounted with Camlock & 25' Lay Flat Hose	\$ 3,071.00
6" Knife Valve with Center Post and Handle, in lieu of 5" Butterfly Valve	\$ 819.00
6" Knife Valve, Lower Rear Door Mounted with Camlock	\$ 2,244.00
Flat Style Rear Door, Includes Hydraulic Opener & Swing Style Wear Plate	\$ 6,043.00
Hydraulic Rear Door Opener (<i>included with Flat Door Option</i>)	\$ 4,209.00
Built In Body Prop	\$ 523.00
Debris Tank Screen Assembly Over Drain Port	\$ 498.00
60" Dump Height	\$ 2,784.00
Electric Vibrator	\$ 4,712.00
Gravity Drain System: Plumbing to Gate Valve at Mid-Passenger Side of Unit, Allowing Return of Liquids to Manhole	\$ 2,098.00
Rear Splash Guard Tank Mounted 2-10 o'clock Position	\$ 2,945.00
200 GPM Hydraulic Pump Off System with 20' Lay Flat Hose, Rear Mounted	\$ 8,818.00
400 GPM Hydraulic Pump Off System with 20' Lay Flat Hose, Rear Mounted	\$ 11,438.00
575 GPM Hydraulic Pump Off System with 20' Lay Flat Hose, Rear Mounted	\$ 15,116.00
Move Pump Off System to Front Driver's Side of Debris Tank	\$ 860.00
Stainless Steel Float Ball on Body Level Indicator	\$ 271.00
Air Operated Vacuum Enhancer	\$ 5,426.00
Swing Style Wear Plate (<i>included with Flat Door Option</i>)	\$ 1,151.00

Boom Options

<u>Description</u>	<u>Option Price</u>
6' Telescoping Boom Assembly with Pendant Control Station (Tube in Tube), Replaces Fixed Boom Assembly	\$ 10,164.00
10' Telescoping Boom Assembly with Pendant Control Station (Tube in Tube), Replaces Fixed Boom Assembly	\$ 15,253.00
Heavy Duty Rubber Hose in lieu of Kanaflex	\$ 1,438.00
Heavy Reinforced Elbow	\$ 1,235.00

Hose Reel Options

<u>Description</u>	<u>Option Price</u>
600' x 1" Hose Reel Capacity - DEDUCT	\$ (2,804.00)
Articulating Hose Reel	\$ 15,071.00
"Reel Power" Level Wind Guide	\$ 5,646.00
Hose Footage Counter	\$ 645.00
Digital Electronic Footage Counter (<i>Included with Omnibus Option</i>)	\$ 4,306.00

Electro Magnet for Outrigger Leg	\$ 5,425.00
500' Hose in lieu of 400'	\$ 498.00
600' Hose in lieu of 400'	\$ 993.00

Dual Engine Power Options

<u>Description</u>	<u>Option Price</u>
Dual Engine Configuration: Smaller Displacement Gas Auxiliary Engine (Requires 50 GPM @ 3,000 PSI; 60 GPM @ 2,000 PSI or 80 GPM @ 2,000 PSI Water	\$ 4,574.00
Dual Engine Configuration: Gas Auxiliary Engine to Operate Water Pump	\$ 21,894.00
Dual Engine Configuration: Diesel Auxiliary Engine 4 Cylinder (Requires 50 GPM @ 3,000 PSI; 60 GPM @ 2,000 PSI or 80 GPM @ 2,000 PSI Water System)	\$ 41,170.00
Dual Engine Configuration: Diesel Auxiliary Engine 6 Cylinder	\$ 71,687.00
Auxiliary Engine Remote Oil Drain (Requires Dual Engine Configuration)	\$ 309.00

Water System Options

<u>Description</u>	<u>Option Price</u>
50 GPM @ 3,000 PSI Water System with 400' x 3/4" Hose	No Charge
60 GPM @ 2,000 PSI Water System	No Charge
80 GPM @ 2,000 Psi Water System	No Charge
Upgrade to 1300 Gallon Water Capacity	\$ 5,985.00
Upgrade to 1500 Gallon Water Capacity	\$ 12,211.00
50' Capacity Retractable Hand Gun Hose Reel with 50' Hose	\$ 2,285.00
100' Capacity Retractable Hand Gun Hose Reel with 100' Hose	\$ 4,016.00
Hydro Excavation Package: 50' Retractable Hose Reel with 50' x 1/2" High Pressure Hose, Heavy Duty High Pressure Unloader Valve, Main Control Ball Valve & 72" x 1/2" Lance with Single Forward Spray Nozzle	\$ 7,164.00
2 1/2" Water Drain Gate Valve Assembly	\$ 328.00
1/4 Turn Ball Valve Water Drain	\$ 509.00
Air Purge System	\$ 932.00
Automatic Continuous Fill System	\$ 2,440.00
Centrifugal Compressor Fan Flush Out System	\$ 1,341.00
Chemical Tank, 15 Gallon Capacity	\$ 3,509.00
Debris Body "Power Flush" System, 8 Jets	\$ 2,163.00
Electronic Water Level Gauge	\$ 1,721.00
Folding Spray Bar Assembly with In-Cab Controls	\$ 4,205.00
Front Bumper Hand Gun Connection	\$ 390.00
Lateral Cleaning Kit with 150' x 1/2" Hose and Nozzle; Dolly Style Mounts	\$ 3,549.00
Lateral Cleaning Kit with 200' x 1/2" Hose and Nozzle; Permanently Mounted, Electronically Controlled	\$ 6,552.00
Lateral Cleaning Kit with 400' x 1/2" Hose and Nozzle; Permanently Mounted, Hydraulically Controlled	\$ 8,197.00
Pre-Tank Water Filter (Y Type)	\$ 1,041.00
Pulsation for Water Pump	\$ 6,291.00
Variable Flow water system (Includes 2 Additional Nozzles)	\$ 1,264.00
Water & Debris Tanks Interconnected	\$ 2,549.00
Water Pump Remote Oil Drain	\$ 301.00

C70 Video Cleaning Nozzle, WiFi Connected	\$ 21,374.00
Water Recycling System, includes Recycling Nozzle	Consult Dealer

Lighting Options

<u>Description</u>	<u>Option Price</u>
LED Flood Lights with Limb Guards, Set of 2 - Specify Location	\$ 820.00
LED Flood Light with Limb Guard, Single Light - Specify Location	\$ 463.00
LED Strobe Light with Limb Guard, Each - Specify Location	\$ 1,033.00
Hand Held LED Spotlight	\$ 668.00
Hand Held LED Spotlight with 50' Retractable Cord	\$ 1,176.00
LED Arrow Stick	\$ 3,137.00
LED Arrow Board	\$ 4,153.00
DOT LED Arrow Board	\$ 7,282.00
4 Corner LED Strobe System	\$ 2,129.00
LED Strobe Lights, Frame Mounted Mid-Body, Set of 2	\$ 1,082.00

Electrical Options

<u>Description</u>	<u>Option Price</u>
Body Load Limit Alarm, Level Indicator	\$ 762.00
Rear Axle Load Limit Alarm	\$ 1,031.00
Rear Camera System with Color Monitor (includes 1 camera)	\$ 1,944.00
Additional Cameras, Each (Requires Camera System)	\$ 615.00
Additional E-Stop at Dump Station	\$ 491.00
Back Up Alarm	\$ 305.00
Digital Scale System	\$ 7,894.00
Low Water Alarm with Light	\$ 566.00
Omnibus Precision Power System: Electronic Joystick Controller, Color Monitor, Electronic Footage Counter and Pressure Compensated Hydraulics	\$ 6,117.00
Wireless Remote Control	\$ 5,746.00

Miscellaneous Machine Options

<u>Description</u>	<u>Option Price</u>
12V DC Auxiliary Hydraulic Pump	\$ 3,408.00
Centrifugal Compressor Quiet Silencer, Stainless Steel Construction	\$ 5,349.00
Cone Storage Rack	\$ 464.00
Cone Storage Rack, Hinged Style	\$ 834.00
Cyclone Separator	\$ 5,456.00
Grate Lifting Hook	\$ 497.00
Hydraulic System Temperature Gauge	\$ 362.00
Long Handle Storage, Rear of Mainframe	\$ 562.00
Offset Manhole Roller	\$ 425.00
Rear Mounted Tow Hooks	\$ 394.00
Remote Boom Grease Zerk Assembly	\$ 2,662.00
Remote Debris Tank Grease Zerk Assembly	\$ 2,868.00

Grease Assembly for Articulating Hose Reel <i>(Requires Option for Articulating Hose Reel)</i>	\$ 1,229.00
Automatic Lube System for Vac-Con Body	\$ 6,910.00
Remote Transfer Case Engagement	\$ 2,598.00
Water Cooler Rack	\$ 342.00
Anti-Sail Mud Flaps	\$ 342.00
Catch Basin Retriever	\$ 635.00
First Aid Kit	\$ 109.00
Spare Hose Guide	\$ 202.00
Nozzle Rack	\$ 133.00

Pipe/Tool Storage

<u>Description</u>	<u>Option Price</u>
Single Pipe Rack	\$ 210.00
Folding Pipe Rack, Tank Mounted	\$ 3,238.00
Lazy Susan Pipe Rack <i>(subject to space availability)</i>	\$ 2,862.00
Vertical Pipe Rack	\$ 624.00
2) Aluminum Tool Boxes, 24" x 18" x 18", Rear Mount <i>(not available with 1,500 gallon water capacity)</i>	\$ 1,976.00
2) Aluminum Tool Boxes, 8" x 14" x 6", Front Mount	\$ 983.00
Steel Storage Box Behind Cab <i>(standard with 1,300 and 1,500 gallon water)</i>	\$ 2,661.00
Upgrade Storage Box Behind Cab to Aluminum <i>(Requires Steel Storage Box Behind Cab)</i>	\$ 3,052.00
2) Roll Out Shelves for Storage Box Behind Cab <i>(Requires Storage Box Behind)</i>	\$ 1,779.00
Steel Side Mounted Tool Box, 35" x 14" x 24"	\$ 885.00
Upgrade Side Mounted Tool Box to Aluminum <i>(Requires Steel Side Mounted Tool Box)</i>	\$ 557.00
3' x 8" Clear Extension Tube with Quick Clamp	\$ 688.00
5' x 8" Aluminum Extension Tube with Quick Clamp	\$ 364.00
6' x 8" Aluminum Extension Tube with Quick Clamp	\$ 403.00
8" Adjustable Air Gap with Quick Clamp	\$ 523.00

Paint

<u>Description</u>	<u>Option Price</u>
Reflective Striping Other Than White or Blue	\$ 768.00
Undercoat Vac-Con Body & Chassis	\$ 2,328.00

Maintenance Options

<u>Description</u>	<u>Option Price</u>
Vac-Con Body Maintenance, Per Year Up to 5 Years Total	\$ 12,594.00

Warranty Options

<u>Description</u>	<u>Option Price</u>
Extended Warranty on Vac-Con Body, Per Year Up to 5 Years Total <i>(Does Not Include Auxiliary Engine)</i>	\$ 4,360.00

File Attachments for Item:

10. City Council Resolution No. 2021-018 - A resolution of the City of Lake City, Florida, adopting a code of core values for civility and ethics; providing for repeal of previous policies; and establishing an effective date.

This resolution sponsored by Mayor Stephen Witt

CITY COUNCIL RESOLUTION NO. 2021-018

**A RESOLUTION OF THE CITY OF LAKE CITY, FLORIDA,
ADOPTING A CODE OF CORE VALUES FOR CIVILITY AND
ETHICS; PROVIDING FOR REPEAL OF PREVIOUS POLICIES;
AND ESTABLISHING AN EFFECTIVE DATE.**

WHEREAS, the City of Lake City, Florida (hereinafter the “City”), has coordinated and drafted a Code of Core Values for Civility and Ethics (hereinafter the “Civility Code”); and

WHEREAS, the Civility Code is intended to ensure that the members of the City Council and any City’s boards and committees, will maintain the highest standard of personal integrity, truthfulness, honesty, civility, and fairness in carrying out their public duties; and

WHEREAS, the City Council finds that it is in the City’s best interests and the interests of its citizens to adopt a Civility Code, attached hereto as “Exhibit A”, and made a part of this resolution.

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

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

Section 2. The Code of Core Values for Civility and Ethics is hereby adopted and authorized for implementation.

Section 3. Conflict. All resolutions or parts of resolutions in conflict herewith are, to the extent of the conflict, hereby repealed.

[Remainder of this page left blank intentionally.]

Section 4. This resolution shall be in effect immediately upon its adoption.

PASSED AND ADOPTED at a meeting of the City Council this 16th day of February 2021.

CITY OF LAKE CITY, FLORIDA

By:
Stephen M. Witt, Mayor

ATTEST

APPROVED AS TO FORM AND
LEGALITY:

By:
Audrey E. Sikes, City Clerk

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

City of Lake City

Code of Core Values for Civility and Ethics

The City of Lake City shall adopt a Code of Core Values for Civility and Ethics for members of the City Council and any City board or committee, to assure public confidence in the integrity of the local government. The purpose of a public meeting is to conduct the public's business in an effective and orderly manner. Elected officials, by virtue of their election, have the duty and responsibility to advance the greater good and to minimize the potentially deleterious consequences of factionalism and partisanship (Bush, R. K. (n.d.)).

It is the policy of the City of Lake City to promote, uphold and demand the highest standards of civility, ethics and decorum from all of its officials, both appointed and elected. It is this policy's intent to ensure that the members of the City Council, and any City boards or committees, will maintain the highest standard of personal integrity, truthfulness, honesty, civility and fairness in carrying out their public duties. These same individuals will avoid improprieties in their roles as public servants and refrain from using their City position for improper personal gain (Dunedin, FL. (n.d.)).

Implementation

The Code of Core Values for Civility and Ethics is intended to be primarily self-enforcing, but sanctions for misconduct are included herein. Self-enforcement is most effective when members of the Council and the public are thoroughly familiar with the policy and embrace its provisions.

For this reason, the City Council shall include the Code of Core Values for Civility and Ethics into the regular orientation for City Council members and members of City committees and boards. A training session will be held annually, with resources from the Human Resources Department, and attended by all City Council members and those individuals assigned as members of any committee or board. All members of the City Council, committees, and boards will sign the acknowledgement form affirming they understand and will abide by the City of Lake City Core Values for Civility and Ethics.

Code of Core Values for Civility and Ethics

Integrity

As defined, integrity is the quality of being honest and having strong moral principles. Integrity is regarded as the honesty, truthfulness and accuracy of one's actions. I affirm that I will make no promises or commitments I cannot reasonably expect to fulfill. I shall maintain appropriate social, ethical, and organizational norms in City related activities and business.

Ethics

As defined, ethics are the moral principles that govern a person's behavior or the conducting of an activity. I affirm that I will maintain the highest standards of professional behavior and comply with the laws, regulations, and policies under which the City of Lake City operates.

Civility

As defined, civility is the act of formal politeness and courtesy in behavior or speech. I affirm that I will work to create an atmosphere of respect and civil behavior in respect to individual Council members, the City Manager and his or her staff, department heads, committee and board members, and the public, so that all are free to express their ideas and opinions and work to their fullest potential.

Respect for the Individual

Personal attacks generate counterattacks and lead to verbal duels and free-for-alls that are difficult to control and that leave civility and decorum in the dust (Bush, R. K. (n.d.)). I will respect the diversity of the Council, committee members, board members, the City Manager and his or her staff and citizens. I will provide fair and equitable treatment in all areas and encourage personal and professional growth.

Communication

I affirm that I will always remain open, consistent, truthful and respectful in all communications; be those communications written or verbal. It is only through open and respectful communication that I am able to ensure that I make reasonable and sound decisions for the City of Lake City.

Teamwork

I affirm that I will work with others in a respectful manner to achieve the goals and objectives of the City of Lake City. I recognize that unity of purpose and effort will lead to increased productivity and greater accomplishments collectively.

Leadership

I affirm that I will lead by example, employing the appropriate interpersonal skills, and will strive to maximize staff and citizen involvement to achieve the mission and vision for the City of Lake City.

Quality / Efficiency

I affirm that I will strive for excellence in every phase of work that I perform for the City of Lake City. I recognize that it is only through optimizing the resources of the City of Lake City that we will be able to achieve our mutually agreed upon goals and objectives.

Stewardship

As defined, stewardship is an ethic that embodies the responsible planning and management of resources (The Importance of Good Stewardship. (n.d.)). I affirm that I will strive to make a positive contribution to our City and work to enhance the quality of services available to the citizens of the City of Lake City.

Adaptability

As defined, adaptability is the quality of being able to adjust to new conditions (Oxford Languages and Google - English. (n.d.)). I affirm that I will adjust to the needs of the citizens of the City of Lake City and its environment in an expeditious and efficient manner.

Recognition

I will strive to recognize and value individual contributions from the Council, committees, boards, employees, and citizens in the City of Lake City.

Workplace Environment

I affirm that I will strive to create an environment that is inclusive of all individuals, be they Council members, committee or board members, employees, or citizens of the City of Lake City. I understand that I set the tone for how individuals react to one another throughout the City of Lake City and will strive to ensure it is one of respect and acceptance.

Sanctions/Consequences For the purposes hereof a violation of the foregoing shall constitute “misconduct.”

- A. If the alleged misconduct is serious enough to warrant removal of a City Councilmember from office, the procedures of state law and/or the City Charter shall be followed.
- B. Otherwise:
 - 1. If the alleged misconduct occurred at a council meeting, any councilmember may move for the scheduling of a censure hearing.
 - 2. If the alleged misconduct occurred at a city board or committee, any member of that board or committee may move for referral to the city council for censure. If a majority of the board or committee members voting determines that the allegations warrant such referral, (the motion passes), the presiding officer shall refer the alleged misconduct to the city council.
- C. The motion or recommendation to schedule a censure hearing shall set forth the alleged misconduct in sufficient detail to apprise all councilmembers of the conduct. If a majority of the councilmembers voting determines that the allegations warrant scheduling a hearing, (the motion passes), the censure hearing shall be held within 30 days. At the council’s discretion, the censure hearing may be in conjunction with a regular meeting.
- D. At the censure hearing, after hearing all sides, the city council shall determine whether the misconduct occurred and, if so, an appropriate civil disposition or remedy, a sanction. Appropriate sanctions include, but are not limited to: censure, reprimand, removal from a board or committee, or from a position on a board or committee, requiring additional training, or other sanctions. Appropriate sanctions do not include removal of a councilmember from elected office.

References

Bush, R. K. (n.d.). *Effective council meetings*. Place of publication not identified: Icma Press.

Dunedin, FL. (n.d.). Retrieved December 10, 2020, from <https://www.dunedingov.com/city-departments/code-of-ethics>

Oxford Languages and Google - English. (n.d.). Retrieved December 10, 2020, from <https://languages.oup.com/google-dictionary-en/>

The Importance of Good Stewardship. (n.d.). Retrieved December 10, 2020, from <http://www.jgacounsel.com/archives/1590>

File Attachments for Item:

11. City Council Resolution No. 2021-019 - A resolution of the City Council of the City of Lake City, Florida, ratifying the Mayor's extension of the State of Emergency arising from the COVID-19 Public Health Emergency.

CITY COUNCIL RESOLUTION NO. 2021-019

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

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

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

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

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

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

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

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

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

WHEREAS, on August 7, 2020, the Governor issued Executive Order 20-

193 extending the statewide state of emergency, as well as those exceptions provided for in Executive Order 20-69, until October 1, 2020; and

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

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

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

WHEREAS, on December 29, 2020, the Governor issued Executive Order 20-316 extending the statewide state of emergency until 12:01 a.m. on February 27, 2021; and

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

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

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

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

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

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

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

PASSED AND ADOPTED at a meeting of the City Council this 16th day of February 2021.

CITY OF LAKE CITY, FLORIDA

By:
Stephen M. Witt, Mayor

ATTEST:

APPROVED AS TO FORM AND
LEGALITY:

By:
Audrey E. Sikes, City Clerk

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

Proclamation

STATE OF EMERGENCY EXTENSION COVID-19

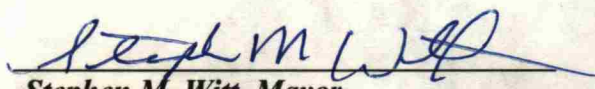
- WHEREAS,** *COVID-19 continues to pose an imminent health hazard and an increased risk of infection to residents of the County and healthcare, first responders, and emergency medical service workers caring for patients with COVID-19; and*
- WHEREAS,** *COVID-19 is spread amongst the population by various means of exposure, including the propensity to spread person to person and the propensity to attach to surfaces for prolonged periods of time, thereby spreading from surface to person and causing increased infections to persons; and*
- WHEREAS,** *public health experts have consistently recommended avoiding close physical interaction between person in order to slow the spread of COVID-19, and the CDC has updated and further restricted its distancing guidelines; and*
- WHEREAS,** *on April 16, 2020, the White House and Centers for Disease Control and Prevention ("CDC") released Guidelines for Opening Up America Again, a three-phased approach based on the advice of public health experts; and*
- WHEREAS,** *data collected by the State Department of Health indicates a flattening of the curve of COVID-19 reported cases, including a downward trajectory of hospital visits for influenza like illnesses and COVID-19 like syndromic cases, a decrease in percent-positive test results, and an increase in hospital capacity since March 1, 2020; and*
- WHEREAS,** *City Council Resolution 2020-045 extended the state of emergency and vested the authority to extend the state of emergency in the Mayor; and*
- WHEREAS,** *this Proclamation is issued to extend the state of emergency for seven (7) days effective February 2, 2021.*

NOW, THEREFORE, I, Stephen M. Witt, Mayor of the City of Lake City, Florida, do hereby extend the State of Emergency due to the COVID-19 health concerns for an additional seven (7) days effective February 2, 2021.



Seal of the City of Lake City
State of Florida

In witness whereof I have hereunto set my hand and caused this seal to be affixed this 2nd day of February 2021.


Stephen M. Witt, Mayor
City of Lake City

Proclamation

STATE OF EMERGENCY EXTENSION COVID-19

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

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

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

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

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

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


WHEREAS, *this Proclamation is issued to extend the state of emergency for seven (7) days effective February 9, 2021.*

NOW, THEREFORE, I, Stephen M. Witt, Mayor of the City of Lake City, Florida, do hereby extend the State of Emergency due to the COVID-19 health concerns for an additional seven (7) days effective February 9, 2021.



Seal of the City of Lake City
State of Florida

In witness whereof I have hereunto set my hand and caused this seal to be affixed this 9th day of February 2021.


Stephen M. Witt, Mayor
City of Lake City

Proclamation

STATE OF EMERGENCY EXTENSION COVID-19

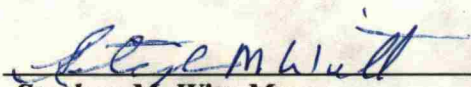
- WHEREAS,** *COVID-19 continues to pose an imminent health hazard and an increased risk of infection to residents of the County and healthcare, first responders, and emergency medical service workers caring for patients with COVID-19; and*
- WHEREAS,** *COVID-19 is spread amongst the population by various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

NOW, THEREFORE, I, Stephen M. Witt, Mayor of the City of Lake City, Florida, do hereby extend the State of Emergency due to the COVID-19 health concerns for an additional seven (7) days effective February 16, 2021.



Seal of the City of Lake City
State of Florida

In witness whereof I have hereunto set my hand and caused this seal to be affixed this 16th day of February 2021.


Stephen M. Witt, Mayor
City of Lake City

File Attachments for Item:

12. City Council Resolution No. 2021-23 - A resolution of the City Council of the City of Lake City, Florida, appointing members to serve on the Beautification Advisory Committee; repealing all resolutions in conflict; and providing an effective date.

CITY COUNCIL RESOLUTION 2021-23

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, APPOINTING MEMBERS TO SERVE ON THE BEAUTIFICATION ADVISORY COMMITTEE; REPEALING ALL RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Ordinance No. 2011-2011 created and established the Beautification Advisory Committee as a standing advisory committee of the City Council; and

WHEREAS, as required by Ordinance No. 2011-2011, it is necessary that the members to the beautification advisory committee are appointed for a two-year term retroactively to December 1, 2020; and

WHEREAS, pursuant to, and as authorized by, the City Charter and City Council Ordinance 2011-2011, the Mayor appoints the members identified herein to the beautification advisory committee for a term of two (2) years to expire at midnight on November 30, 2022; and

WHEREAS, the City Council hereby approves the members appointed by the Mayor to the beautification advisory committee.

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

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

Section 2. Beautification Advisory Committee.

- (a) The following persons are hereby appointed as council members to serve on the Beautification Advisory Committee:
 - i. Mayor Steven M. Witt – chairperson
 - ii. Councilmember Jake Hill
- (b) The following persons are hereby appointed as non-council members to serve on the Beautification Advisory Committee:
 - i. Tina Roberts
 - ii. Faye Bolling Warren
 - iii. Director of Public Works

Section 3. Term of Appointment. The members of the foregoing advisory committee are hereby appointed for a term commencing retroactively to December 1, 2020 and expiring at midnight on November 30, 2022. Members of the foregoing advisory committee may be re-appointed by the Mayor to serve additional terms with the consent and approval by resolution

FLK/aj
12/14/20
2/4/21

of the City Council. Vacancies occurring on any of the standing committees for reasons other than the expiration of a member's term shall be filled in the same manner as the original appointments are made and shall be filled for the unexpired terms of the member whose place has become vacant.

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

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

PASSED AND ADOPTED at a meeting of the City Council on this ____
__ day of February 2021.

CITY OF LAKE CITY, FLORIDA

By: _____
Stephen M. Witt, Mayor

ATTEST:

APPROVED AS TO FORM AND
LEGALITY:

By: _____
Audrey E. Sikes, City Clerk

By: _____
Frederick L. Koberlein, Jr.,
City Attorney

File Attachments for Item:

13. City Council Resolution No. 2021-024 - A resolution of the City Council of the City of Lake City, Florida, authorizing an application for the staffing for adequate fire and emergency response (SAFER) Grant; approving a contract with Firehouse Grants LLC, to provide grant writing services at a base cost of \$6,500.

CITY COUNCIL RESOLUTION NO. 2021-024

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AUTHORIZING AN APPLICATION FOR THE STAFFING FOR ADEQUATE FIRE AND EMERGENCY RESPONSE (SAFER) GRANT; APPROVING A CONTRACT WITH FIREHOUSE GRANTS LLC, TO PROVIDE GRANT WRITING SERVICES AT A BASE COST OF \$6,500.00.

WHEREAS, the City of Lake City, Florida (hereinafter the “City”), by and through its Lake City Fire Department (hereinafter the "Fire Department") requests for the Fire Department to apply for the Staffing for Adequate Fire and Emergency Response (hereinafter “SAFER”) Grant; and

WHEREAS, Firehouse Grants, LLC (hereinafter “Firehouse”), is a highly recommended grant writing company specializing in writing Fire Department grants; and

WHEREAS, the Fire Department desires to enter into a contract with Firehouse to provide grant writing services at a cost of \$6,500.00, to complete the application for the SAFER Grant; and

WHEREAS, the city administration recommends the procurement of Firehouse; and

WHEREAS, the City Council finds that entering into a contract with Firehouse and applying for the SAFER Grant in accordance with the terms and conditions of the *Firehouse Grants, LLC – Grant Consulting Agreement* (hereinafter the “Agreement” or “Contract”), a copy being attached hereto as “Exhibit A”, is in the best interests of the City.

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

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

herein and made a part of this resolution.

Section 2. The Fire Department and Mayor are hereby authorized to apply for the SAFER Grant and execute the Agreement on behalf of and for the City.

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 Firehouse Grants, LLC, to exceed the pricing referenced herein. The Mayor and Fire Chief are 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 Fire Chief and Firehouse Grants, LLC, 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 16th day of February 2021.

CITY OF LAKE CITY, FLORIDA

By:
Stephen M. Witt, Mayor

ATTEST

APPROVED AS TO FORM AND
LEGALITY:

By:
Audrey E. Sikes, City Clerk

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

File Attachments for Item:

14. City Council Resolution No. 2021-025 - A resolution of the City Council of the City of Lake City, Florida, appointing members to serve on the Utility Advisory Committee to the City Council, as created by the Code of the City of Lake City, Florida; repealing all resolutions in conflict; and providing an effective date.

CITY COUNCIL RESOLUTION NO. 2021-025

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, APPOINTING MEMBERS TO SERVE ON THE UTILITY ADVISORY COMMITTEE TO THE CITY COUNCIL, AS CREATED BY THE CODE OF THE CITY OF LAKE CITY, FLORIDA; REPEALING ALL RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Lake City, Florida (hereinafter the “City”) through Ordinance No. 2011-2011 created and established the Utility Advisory Committee (hereinafter the “Utility Committee”), as a standing advisory committee of the City Council; and

WHEREAS, the Utility Committee has been created to 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; and

WHEREAS, during a meeting of the City Council, on February 1, 2021, an oral motion to establish the Utility Committee as a five (5) member body was passed, and the City Council now finds that it is in the best interests of the City to rescind said motion; and

WHEREAS, the Utility Committee shall consist of two City Councilmembers, together with non-Councilmembers to be appointed by the Mayor with the consent and approval of the City Council, and pursuant to section 2-48, Code of the City of Lake City, Florida, the Mayor may serve as an ex-officio member; and

WHEREAS, members of the Utility Committee are to be appointed for a two-year term; and

WHEREAS, the Mayor finds that the best interests of the City are served by recommending the termination of the terms of the current Utility Committee members and the appointment of the following positions to the Utility Committee for a term expiring at midnight on February 16, 2023:

Chairperson: Councilmember Chris Greene

Councilmember: Councilmember Todd Sampson

Non-Councilmembers:

- County Commissioner Rocky Ford
- County Commissioner Tim Murphy

Ex-officio member: Mayor Witt

WHEREAS, the City Council finds the approval of the members recommended by the Mayor to the Utility Committee to be in the best interests of the City.

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

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

Section 2. The members recommended by the Mayor to serve on the Utility Committee are hereby approved and shall serve until midnight on February 16, 2023.

Section 3. Conflict. All resolutions, or portions of resolutions, and approved motions of the City Council, found to be in conflict with this resolution are hereby repealed to the extent of such conflict.

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

PASSED AND ADOPTED at a meeting of the City Council on this 16th day of February 2021.

CITY OF LAKE CITY, FLORIDA

By:
Stephen M. Witt, Mayor

ATTEST:

APPROVED AS TO FORM AND
LEGALITY:

By:
Audrey E. Sikes, City Clerk

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

File Attachments for Item:

15. City Council Resolution No. 2021-028 - A resolution of the City Council of the City of Lake City, Florida, authorizing the Lake City Police Department to enter into a Memorandum of Understanding with Learning for Life, a foreign non-profit corporation, which operates and maintains the program known as Exploring Youth Protection Training.

CITY COUNCIL RESOLUTION NO. 2021-028

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AUTHORIZING THE LAKE CITY POLICE DEPARTMENT TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH LEARNING FOR LIFE, A FOREIGN NON-PROFIT CORPORATION, WHICH OPERATES AND MAINTAINS THE PROGRAM KNOWN AS EXPLORING YOUTH PROTECTION TRAINING.

WHEREAS, the City of Lake City, Florida (hereinafter “City”) by and through its Lake City Police Department (hereinafter “LCPD”), previously determined it to be in the City’s best interests to enter into a Memorandum of Understanding (hereinafter “MOU”) with Learning for Life, which operates and maintains a program known as Exploring Youth Protection Training (hereinafter “Exploring”); and

WHEREAS, the City finds it to be in the City’s best interests to renew its MOU with Learning for Life, a copy of which is attached hereto and made a part of this resolution.

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

Section 1. The above recitals are adopted and hereby incorporated by reference.

Section 2. The City, by and through the LCPD and Mayor, is hereby authorized to renew the MOU with Exploring.

[Remainder of page left blank intentionally.]

Section 3. The Mayor and Chief of Police are authorized to execute the MOU for and on behalf of the City.

PASSED AND ADOPTED by the City Council on the 16th day of February 2021.

CITY OF LAKE CITY, FLORIDA

By: _____
Stephen M. Witt, Mayor

ATTEST:

APPROVED AS TO FORM AND
LEGALITY:

By: _____
Audrey E. Sikes, City Clerk

By: _____
Frederick L. Koberlein, Jr.,
City Attorney



Check One: Middle School Explorer Club ☐ Explorer Post ☒
New Post/Club ☐ Renewal (Unit No.) 386

Annual Memorandum of Understanding

Post 0386 has read and understands the following conditions for participating in this program operated and maintained by Learning for Life, a District of Columbia nonprofit corporation ("Learning for Life"), and desires to enter into this agreement regarding participation in this program. The responsibilities of the organization include:

Middle School Explorer Clubs only:

- Screening and selecting at least two adults, including a sponsor and associate sponsor, to work directly with the Middle School Explorer Club participants.

Explorer Posts only:

- Screening and selecting at least four adults, including committee chairman, two committee members, and an advisor, who will work directly with the post officers.

Middle School Explorer Clubs and Explorer Posts:

- Ensuring that all participating adults complete the required Learning for Life Youth Protection training. The training is available at exploring.learningforlife.org.
- Providing adequate facilities for the participants to meet on a regular schedule with a time and place reserved.
- Participating in an initial program orientation session.
- Participating in at least one evaluation with Learning for Life representatives each year.

Note: Adults may serve in multiple posts and clubs.

This program is part of Learning for Life's education resource program. Learning for Life provides the support service necessary to help the participating organizations succeed in their use of the program.

These services include year-round training techniques and methods for selecting quality leaders; program resources; and primary general liability insurance to cover the participating organization, its board of directors and/or trustees, and its officers and employees in their official and individual capacities against personal liability judgments arising from official Learning for Life activities.

This Annual Memorandum of Understanding shall remain in effect through the registration expiration of the post or club. Either organization may discontinue the program at any time upon written notice to the other organization.

Date: _____

Signature of organization head or designee

(Print name)

Signature of Learning for Life representative

(Print name)