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# CITY COUNCIL REGULAR SESSION

## CITY OF LAKE CITY

April 04, 2022 at 6:00 PM

Venue: City Hall

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## AGENDA

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

### REVISED

**Revision made 4/4/2022: Item #16, additional documentation added.**

**Events Prior to Meeting - 5:30 PM Community Redevelopment Meeting**

**Pledge of Allegiance**

**Invocation - Mayor Stephen Witt**

**Roll Call**

***Ladies and Gentlemen; The Lake City Council has opened its public meeting. Since 1968, the City Code has prohibited any person from making personal, impertinent, or slanderous remarks or becoming boisterous while addressing the City Council. Yelling or making audible comments from the audience constitutes boisterous conduct. Such conduct will not be tolerated. There is only one approved manner of addressing the City Council. That is, to be recognized and then speak from the podium.***

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

**Proclamations**

- 1. National Public Safety Telecommunications Week, April 10-16, 2022**

**Minutes**

2. March 21, 2022 Regular Session**Approval of Agenda****Persons Wishing to Address Council**

*Citizens are encouraged to participate in City of Lake City meetings. The City of Lake City encourages civility in public discourse and requests that speakers direct their comments to the Chair. Those attendees wishing to share a document and or comments in writing for inclusion into the public record must email the item to [submissions@lcfla.com](mailto:submissions@lcfla.com) no later than noon on the day of the meeting. Citizens may also provide input to individual council members via office visits, phone calls, letters and e-mail that will become public record.*

**Approval of Consent Agenda - None****Old Business**Ordinances**Open Public Hearing**

3. City Council Ordinance No. 2022-2214 (final reading) - An ordinance of the City Council of the City of Lake City, Florida, amending the City Code relating to the cleaning of lots; providing for amendments to Division 5 titled "Lot Cleaning Code", of Article VII, of Chapter 22 of the City Code; providing for compatibility with the Florida Statutes; providing for the repeal of conflicts; providing for severability; providing for codification; and providing an effective date.

**Passed on first reading 3/21/2022**

**Close Hearing**

**Adopt City Council Ordinance No. 2022-2214 on final reading**

**Open Public Hearing**

4. City Council Ordinance No. 2022-2218 (final reading) - An ordinance of the City of Lake City, Florida, amending the future land use plan map of the City of Lake City Comprehensive Plan, as amended; relating to an amendment of 50 or less acres of land, pursuant to an application, CPA 22-02, by the property owner of said acreage, under the amendment procedures established in sections 163.3161 through 163.3248, Florida Statutes, as amended; providing for changing the future land use classification from County Residential, Low Density (less than or equal to 2 dwelling units per acre) to City Commercial of certain lands within the corporate limits of the City of Lake City, Florida; providing severability; repealing all ordinances in conflict; and providing an effective date. (St Johns LLC)

**Passed on first reading 3/21/2022**

**Close Hearing**

**Adopt City Council Ordinance No. 2022-2218 on final reading**

**Open Public Hearing**

5. City Council Ordinance No. 2022-2219 (final reading) - An ordinance of the City of Lake City, Florida, amending the official zoning atlas of the City of Lake City Land Development Regulations, as amended; relating to the rezoning of less than ten contiguous acres of land, pursuant to an Application, Z 22-01, by the property owner of said acreage; providing for rezoning from County Residential, Single Family-2 (RSF-2) to City Commercial, Intensive (CI) of certain lands within the corporate limits of the City of Lake City, Florida; providing severability; repealing all ordinances in conflict; and providing an effective date.

**Passed on first reading 3/21/2022**

**Close Hearing**

**Adopt City Council Ordinance No. 2022-2219 on final reading**

**Open Hearing**

6. City Council Ordinance No. 2022-2220 (final 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 increase the fines associated with activities that interfere with public safety and the primary purpose of the public roads and rights-of-way; providing for severability; providing for conflicts; providing for codification; and providing for an effective date.

**Passed on first reading 3/21/2022**

**Close Hearing**

**Adopt City Council Ordinance No. 2022-2220 on final reading**

**Open Hearing**

7. City Council Ordinance No. 2022-2221 (final reading) - An ordinance of the City Council of the City of Lake City, Florida, amending the City Code relating to the minimum standards code; providing for amendments to Division 1 titled "In General", of Article VII, of Chapter 22 of the City Code; providing for compatibility with the Florida Statutes; providing for the repeal of conflicts; providing for severability; providing for codification; and providing an effective date.

**Passed on first reading 3/21/2022**

**Close Hearing**

**Adopt City Council Ordinance No. 2022-2221 on final reading**

Other Items

8. Discussion and Possible Action - Police Officers Pension Board Appointee  
(Presenter: Mayor Stephen Witt)
9. Discussion and Possible Action - Fire Pension Board Appointee  
(Presenter: Mayor Stephen Witt)
- [10.](#) Discussion and Possible Action - Fish and Game - Pier at Lake Montgomery  
(Presenter: Mayor Stephen Witt)
11. Discussion and Possible Action - Removal/relocation of benches in central  
business corridor (Presenter: Council Member Todd Sampson)
12. Discussion and Possible Action - City Manager Position
13. Update - Skate Park (Presenter: Mayor Stephen Witt)
14. Update - Senior Program (Presenter: Mayor Stephen Witt)

**New Business**

Ordinances - None

Resolutions

- [15.](#) City Council Resolution No. 2022-034 - A resolution of the City Council of the City of Lake City, Florida, awarding a project to Graham & Sons Electric, Inc., related to the installation of safety disconnects on field pumps located at the City's Spray Field; providing for the execution of a contract; providing for a contract price not to exceed \$36,750.00; and providing an effective date.
- [16.](#) City Council Resolution No. 2022-035 - A resolution of the City Council of the City of Lake City, Florida, accepting the resignation of Paul Dyal as Interim City Manager; providing for the appointment of Michael D. Williams as Interim City Manager; providing for the addition of Michael D. Williams as an authorized signor of all checks, vouchers, transfers, or disbursements on all bank accounts of the City; and providing for an effective date.

Other Items



17. Discussion and Possible Action - Advisory Utility Committee (Presenter: Mayor Stephen Witt)

**Departmental Administration - None**

**Comments by Council Members**

**Adjournment**

### **YouTube Channel Information**

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

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**Pursuant to 286.0105, Florida Statutes**, *the City hereby advises the public if a person decides to appeal any decision made by the City with respect to any matter considered at its meetings or hearings, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.*

**SPECIAL REQUIREMENTS:** *Pursuant to 286.26, Florida Statutes, persons needing special accommodations to participate in these meetings should contact the **City Manager's Office at (386) 719-5768.***

**File Attachments for Item:**

1. National Public Safety Telecommunications Week, April 10-16, 2022

# Proclamation

## **NATIONAL PUBLIC SAFETY TELECOMMUNICATORS WEEK APRIL 10-16, 2022**

**WHEREAS,** *emergencies can occur at anytime that require law enforcement, fire, or emergency medical services; and*

**WHEREAS,** *Public Safety Telecommunicators are the first contact our residents have with emergency services, and*

**WHEREAS,** *these “Unseen First Responders” provide an essential service to the community and to police and emergency personnel with compassion, understanding and professionalism, and*

**WHEREAS,** *public safety agencies nationwide celebrate how important Public Safety Telecommunicators are in providing support to law enforcement, fire services, emergency medical services and other governmental field personnel, and*

**WHEREAS,** *in 1991, Congress proclaimed the second week of April as a nationally noted week of recognition dedicated to the men and women who serve as Public Safety Telecommunicators, and*

**WHEREAS,** *Lake City wishes to recognize our Public Safety Telecommunicators for their commitment to performing their duties with integrity, accountability, and respect at the highest level of customer service;*

**NOW, THEREFORE, I, Stephen M. Witt, Mayor of the City of Lake City, Florida, do hereby proclaim April 10-16, 2022 as “National Public Safety Telecommunicators Week” in the City of Lake City, and do hereby recognize the Lake City Public Safety Telecommunicators for their outstanding service and commitment to the citizens of Lake City and Columbia County.**



*In witness whereof I have hereunto set my hand and caused this seal to be affixed this 4th day of April 2022.*

\_\_\_\_\_  
*Stephen M. Witt, Mayor  
City of Lake City*

**File Attachments for Item:**

2. March 21, 2022 Regular Session

The City Council in and for the citizens of the City of Lake City, Florida, met in Regular Session, on March 21, 2022 beginning at 6:18 P.M., in the City Council Chambers, located at City Hall 205 North Marion Avenue, Lake City, Florida. Members of the public also viewed the meeting on our YouTube Channel.

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

PLEDGE OF ALLEGIANCE

INVOCATION – Council Member Jake Hill, Jr.

ROLL CALL

Mayor/Council Member  
City Council

Stephen M. Witt  
Jake Hill, Jr.  
Eugene Jefferson  
C. Todd Sampson  
Frederick Koberlein, Jr.  
Paul Dyal  
Chief Gerald Butler  
Audrey Sikes

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

PROCLAMATIONS

1. Child Abuse Prevention and Volunteer Appreciation Month - Guardian Ad-Litem Circuit Director, Lauren Brown will be in attendance to accept the proclamation (Presenter: Mayor Stephen Witt)

Mayor Witt presented the Child Abuse Prevention and Volunteer Appreciation Month proclamation to Guardian Ad-Litem Circuit Director Lauren Brown.

MINUTES

2. March 7, 2022 Regular Session

**Mr. Sampson made a motion to approve the March 7, 2022 Regular Session minutes as presented. Mr. Jefferson seconded the motion and the motion carried unanimously on a voice vote.**

APPROVAL OF AGENDA

**Mr. Sampson made a motion to approve the agenda as amended to include adding as Emergency Items, City Council Resolution No. 2022-032 as #22, and City Council Resolution No. 2022-033 as #23. Mr. Jefferson seconded the motion and the motion carried unanimously on a voice vote.**

## PERSONS WISHING TO ADDRESS COUNCIL

- Mavis Georgalis – Chairman of Planning and Zoning Board
- Sylvester Warren
- Glenel Bowden
- Stew Lilker

## APPROVAL OF CONSENT AGENDA

3. Approval for City of Lake City Application for "Food Truck Rally and Movie Night at the Darby" for every 2nd Friday of the month for the next twelve (12) months starting April 8th at the Darby Pavilion. Nutrien has provided funding in the amount of \$10,000 for these events.
4. Approval for the City of Lake City Application for the Flea Across Florida Community Yard Sale at the Darby Pavilion on April 8 and 9, 2022.
5. Travel Request - City Clerk Audrey Sikes is requesting to attend the 2022 IIMC Annual Conference Sunday, May 22, 2022 - Thursday, May 26, 2022 in Little Rock, AR. This is not a budgeted conference. Requesting to utilize funds budgeted for Florida Records Management Association in the amount of \$1,180.00. The unbudgeted estimated cost to attend the conference will be approximately \$733.00. Ms. Sikes is serving on the IIMC Presidential Reception Committee for incoming President Pamela Smith, MMC of Lee County, Florida.

**Mr. Sampson made a motion to approve the Consent Agenda consisting of Items #3-5 identified above. Mr. Hill seconded the motion and the motion carried unanimously on a voice vote.**

PRESENTATIONS – None

## OLD BUSINESS

### Ordinances

**At this time Mayor Witt closed the regular session and opened a public hearing for the purpose of hearing comments on City Council Ordinance No. 2022-2216. City Council Ordinance No. 2022-2216 was read by title. Mayor Witt asked if anyone wanted to be heard regarding City Council Ordinance No. 2022-2216. No one asked to speak on City Council Ordinance No. 2022-2216, therefore Mayor Witt closed the public hearing.**

6. City Council Ordinance No. 2022-2216 (final reading) - An ordinance of Lake City, Florida, correcting a scrivener's error in the legal description of certain property that was located in Columbia County, Florida, which was reasonable compact, and contiguous to the boundaries of the City of Lake City, Florida, that was voluntarily annexed into the boundaries of the City of Lake City, Florida, by Ordinance No. 2021-2207, pursuant to Petition No. ANX 21-03; providing severability; repealing all ordinances in conflict; and providing an effective date.

(Southwest Georgia Oil Corporation) **Mr. Jefferson made a motion to adopt City Council Ordinance No. 2022-2216 on final reading, correcting a scrivener's error in the legal description of certain property that was located in Columbia County, Florida, which was reasonable compact, and contiguous to the boundaries of the City of Lake City, Florida, that was voluntarily annexed into the boundaries of the City of Lake City, Florida, by Ordinance No. 2021-2207, pursuant to Petition No. ANX 21-03. Mr. Sampson seconded the motion. A roll call vote was taken and the motion carried.**

<b>Mr. Jefferson</b>	<b>Aye</b>
<b>Mr. Sampson</b>	<b>Aye</b>
<b>Mr. Hill</b>	<b>Aye</b>
<b>Mayor Witt</b>	<b>Aye</b>

### Other Items

7. Discussion and Possible Action - City Manager Position - Renee Narloch will participate via Zoom

Renee Narloch updated members on the City Manager search, and suggested to schedule a video interview with the candidates. She stated Brian Kauffman was still interested in the position, and the three candidates she would recommend were Troy Perry, Don Rosenthal and Fred Ventresco.

Members concurred to interview all three candidates and to hold the video interviews either on Wednesday, March 30, 2022 at 8:30 AM – 1:00 PM, or Thursday, March 31, 2022 at 1:30 PM – 5:00 PM; a meet and greet event will be held on April 8<sup>th</sup> for any candidates they wish to move forward in the process, with in person interviews being held on April 9<sup>th</sup>.

8. Discussion and Possible Action - Fire Pension Board Appointee (Presenter: Mayor Stephen Witt)

Mayor Witt reminded members there was still a need for a Fire Pension Board Appointee.

9. Discussion and Possible Action - Police Officers Pension Board Appointee (Presenter: Mayor Stephen Witt)

Mayor Witt reminded members there was still a need for a Police Officers Pension Board Appointee.

10. Discussion and Possible Action - Removal/relocation of benches in central business corridor (Presenter: Council Member Todd Sampson)

Mr. Sampson proposed to remove the benches and donate them to various City Parks.

Members concurred to discuss this again during the next meeting.

11. Discussion and Possible Action - Lake Montgomery Pier (Presenter: Mayor Stephen Witt)

Mayor Witt reported funding has to be committed by July 1<sup>st</sup> and provided an update on funds the Florida Game Commission has received thus far. He would like to see the City donate \$75,000.00.

Mr. Sampson reported he would support the donation if: no lights were added to the park; it would close at dark; fence; gate with a lock; a maintenance schedule; and the removal of benches and tables. He stated he would like to see estimated maintenance costs from staff.

Members concurred to hold a Special Meeting with the County to discuss this item next Wednesday, March 30, 2022.

PUBLIC COMMENT: Sylvester Warren

PUBLIC COMMENT: Glenel Bowden

## NEW BUSINESS

### Ordinances

12. City Council Ordinance No. 2022-2214 (first reading) - An ordinance of the City Council of the City of Lake City, Florida, amending the City Code relating to the cleaning of lots; providing for amendments to Division 5 titled "Lot Cleaning Code", of Article VII, of Chapter 22 of the City Code; providing for compatibility with the Florida Statutes; providing for the repeal of conflicts; providing for severability; providing for codification; and providing an effective date. **Mr. Jefferson made a motion to adopt City Council Ordinance No. 2022-2214, on first reading, amending the City Code relating to the cleaning of lots; providing for amendments to Division 5 titled "Lot Cleaning Code", of Article VII, of Chapter 22 of the City Code, and providing for compatibility with the Florida Statutes. Mr. Hill seconded the motion. A roll call vote was taken and the motion carried.**

<b>Mr. Jefferson</b>	<b>Aye</b>
<b>Mr. Hill</b>	<b>Aye</b>
<b>Mr. Sampson</b>	<b>Aye</b>
<b>Mayor Witt</b>	<b>Aye</b>

13. City Council Ordinance No. 2022-2217 (first public hearing/transmittal public hearing) - An ordinance of the City of Lake City, Florida, amending Ordinance No. 91-688, as amended, relating to an amendment to the text and future land use plan map series of the City of Lake City Comprehensive Plan, pursuant to



Application, CPA 22-01 by the City Council, under the amendment procedures established in Sections 163.3161 through 163.3248, Florida Statutes, as amended; providing for amending the text and future land use plan map series of the Comprehensive Plan, based upon an evaluation completed by the City, to reflect changes in state requirements pursuant to Section 163.3191, Florida Statutes, as amended; repealing all ordinances in conflict; and providing an effective date. EARBA **Mr. Sampson made a motion to adopt City Council Ordinance No. 2022-2217, on first public hearing/transmittal public hearing, amending Ordinance No. 91-688, as amended, relating to an amendment to the text and future land use plan map series of the City of Lake City Comprehensive Plan, pursuant to Application, CPA 22-01 by the City Council, under the amendment procedures established in Sections 163.3161 through 163.3248, Florida Statutes, as amended, and providing for amending the text and future land use plan map series of the Comprehensive Plan, based upon an evaluation completed by the City, to reflect changes in state requirements pursuant to Section 163.3191, Florida Statutes, as amended. Mr. Hill seconded the motion. A roll call vote was taken and the motion carried.**

<b>Mr. Sampson</b>	<b>Aye</b>
<b>Mr. Hill</b>	<b>Aye</b>
<b>Mr. Jefferson</b>	<b>Aye</b>
<b>Mayor Witt</b>	<b>Aye</b>

14. City Council Ordinance No. 2022-2218 (first reading) - An ordinance of the City of Lake City, Florida, amending the future land use plan map of the City of Lake City Comprehensive Plan, as amended; relating to an amendment of 50 or less acres of land, pursuant to an application, CPA 22-02, by the property owner of said acreage, under the amendment procedures established in sections 163.3161 through 163.3248, Florida Statutes, as amended; providing for changing the future land use classification from County Residential, Low Density (less than or equal to 2 dwelling units per acre) to City Commercial of certain lands within the corporate limits of the City of Lake City, Florida; providing severability; repealing all ordinances in conflict; and providing an effective date. (St Johns LLC) **Mr. Jefferson made a motion to adopt City Council Ordinance No. 2022-2218, on first reading, amending the future land use plan map of the City of Lake City Comprehensive Plan, as amended; relating to an amendment of 50 or less acres of land, pursuant to an application, CPA 22-02, by the property owner of said acreage, under the amendment procedures established in sections 163.3161 through 163.3248, Florida Statutes, as amended, and providing for changing the future land use classification from County Residential, Low Density (less than or equal to 2 dwelling units per acre) to City Commercial of certain lands within the corporate limits of the City of Lake City, Florida. Mr. Sampson seconded the motion. A roll call vote was taken and the motion carried.**

Mr. Jefferson	Aye
Mr. Sampson	Aye
Mr. Hill	Aye
Mayor Witt	Aye

15. City Council Ordinance No. 2022-2219 (first reading) - An ordinance of the City of Lake City, Florida, amending the official zoning atlas of the City of Lake City Land Development Regulations, as amended; relating to the rezoning of less than ten contiguous acres of land, pursuant to an Application, Z 22-01, by the property owner of said acreage; providing for rezoning from County Residential, Single Family-2 (RSF-2) to City Commercial, Intensive (CI) of certain lands within the corporate limits of the City of Lake City, Florida; providing severability; repealing all ordinances in conflict; and providing an effective date. **Mr. Jefferson made a motion to adopt City Council Ordinance No. 2022-2219, on first reading, amending the official zoning atlas of the City of Lake City Land Development Regulations, as amended; relating to the rezoning of less than ten contiguous acres of land, pursuant to an Application, Z 22-01, by the property owner of said acreage, and providing for rezoning from County Residential, Single Family-2 (RSF-2) to City Commercial, Intensive (CI) of certain lands within the corporate limits of the City of Lake City, Florida. Mr. Hill seconded the motion. A roll call vote was taken and the motion carried.**

Mr. Jefferson	Aye
Mr. Hill	Aye
Mr. Sampson	Aye
Mayor Witt	Aye

16. City Council Ordinance No. 2022-2220 (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 increase the fines associated with activities that interfere with public safety and the primary purpose of the public roads and rights-of-way; providing for severability; providing for conflicts; providing for codification; and providing for an effective date. **Mr. Sampson made a motion to adopt City Council Ordinance No. 2022-2220, on first reading, relating to unlawful activity within public roads and rights-of-way, and amending Chapter 98 of the City of Lake City Code to increase the fines associated with activities that interfere with public safety and the primary purpose of the public roads and rights-of-way. Mr. Hill seconded the motion. A roll call vote was taken and the motion carried.**

Mr. Sampson	Aye
Mr. Hill	Aye
Mr. Jefferson	Aye
Mayor Witt	Aye

17. City Council Ordinance No. 2022-2221 (first reading) - An ordinance of the City Council of the City of Lake City, Florida, amending the City Code relating to the minimum standards code; providing for amendments to Division 1 titled "In General", of Article VII, of Chapter 22 of the City Code; providing for compatibility with the Florida Statutes; providing for the repeal of conflicts; providing for severability; providing for codification; and providing an effective date. **Mr. Jefferson made a motion to adopt City Council Ordinance No. 2022-2221, on first reading, amending the City Code relating to the minimum standards code; providing for amendments to Division 1 titled "In General", of Article VII, of Chapter 22 of the City Code, and providing for compatibility with the Florida Statutes. Mr. Sampson seconded the motion. A roll call vote was taken and the motion carried.**

<b>Mr. Jefferson</b>	<b>Aye</b>
<b>Mr. Sampson</b>	<b>Aye</b>
<b>Mr. Hill</b>	<b>Aye</b>
<b>Mayor Witt</b>	<b>Aye</b>

Resolutions

18. City Council Resolution No. 2022-027 - A resolution of the City Council of the City of Lake City, Florida, authorizing the execution of Task Assignment Seventeen with Passero Associates, LLC, for professional services; providing for the construction administration, construction monitoring, and quality assurance of materials during the resurfacing of Runway 5-23 at the Lake City Gateway Airport; providing for a total cost not-to-exceed \$92,200.00; and providing for an effective date. **Mr. Hill made a motion to adopt City Council Resolution No. 2022-027, authorizing the execution of Task Assignment Seventeen with Passero Associates, LLC, for professional services; providing for the construction administration, construction monitoring, and quality assurance of materials during the resurfacing of Runway 5-23 at the Lake City Gateway Airport, and providing for a total cost not-to-exceed \$92,200.00. Mr. Sampson seconded the motion.**

Brad Wentz from Passero Associates gave a brief update on the grant, and reported it was funded 80/20.

**A roll call vote was taken and the motion carried.**

<b>Mr. Hill</b>	<b>Aye</b>
<b>Mr. Sampson</b>	<b>Aye</b>
<b>Mr. Jefferson</b>	<b>Aye</b>
<b>Mayor Witt</b>	<b>Aye</b>

19. City Council Resolution No. 2022-029 - A resolution of the City Council of the City of Lake City, Florida authorizing the City's participation in the "ENDO Settlement" as described by the Florida Attorney General; providing for the City's

participation in the settlement agreement with Endo Health Solutions Inc. and Endo Pharmaceuticals Inc.; providing for the Mayor's execution of the participation agreement; and providing for an effective date. **Mr. Jefferson made a motion to adopt City Council Resolution No. 2022-029, authorizing the City's participation in the "ENDO Settlement" as described by the Florida Attorney General; providing for the City's participation in the settlement agreement with Endo Health Solutions Inc. and Endo Pharmaceuticals Inc., and providing for the Mayor's execution of the participation agreement. Mr. Sampson seconded the motion. A roll call vote was taken and the motion carried.**

<b>Mr. Jefferson</b>	<b>Aye</b>
<b>Mr. Sampson</b>	<b>Aye</b>
<b>Mr. Hill</b>	<b>Aye</b>
<b>Mayor Witt</b>	<b>Aye</b>

20. City Council Resolution No. 2022-030 - A resolution of the City Council of the City of Lake City, Florida, authorizing the exchange of parcels of land with Florida Gateway College to clear up ambiguities in ownership and use of the parcels; implementing the terms and conditions of the agreement dated June 4, 1991 between the City and the United States of America, Federal Aviation Administration; providing for severability; providing for conflicts; and providing an effective date.

Mr. Koberlein reported the Gateway College Legal Counsel requested this clarification and stated this resolution was for going forward with sharing costs of the legal description only.

Mr. Dyal reported Airport Manager, Florence Straugh had not been involved in this process and stated she would like more time to research as there were FAA regulations and contaminations concerns.

Mr. Koberlein stated there were no concerns with moving forward, as the deeds would come to Council for consideration.

Mayor Witt confirmed with Passero representative, Brad Wenthe there were no issues with moving forward with a legal description.

**Mr. Sampson made a motion to adopt City Council Resolution No. 2022-030 authorizing the exchange of parcels of land with Florida Gateway College to clear up ambiguities in ownership and use of the parcels, and implementing the terms and conditions of the agreement dated June 4, 1991 between the City and the United States of America, Federal Aviation Administration. Mr. Jefferson seconded the motion. A roll call vote was taken and the motion carried.**

<b>Mr. Sampson</b>	<b>Aye</b>
<b>Mr. Jefferson</b>	<b>Aye</b>
<b>Mr. Hill</b>	<b>Aye</b>
<b>Mayor Witt</b>	<b>Aye</b>

21. City Council Resolution No. 2022-031 - A resolution of the City Council of the City of Lake City, Florida authorizing the execution of Task Assignment Number Two to the Continuing Contract with North Florida Professional Services, Inc., A Florida Corporation; providing for engineering services related to the repairs of Memorial Stadium; providing for payment for the professional services as a cost not to exceed \$28,050.00; and providing an effective date. **Mr. Hill made a motion to adopt City Council Resolution No. 2022-031, authorizing the execution of Task Assignment Number Two to the Continuing Contract with North Florida Professional Services, Inc., A Florida Corporation; providing for engineering services related to the repairs of Memorial Stadium, and providing for payment for the professional services as a cost not to exceed \$28,050.00. Mr. Jefferson seconded the motion. A roll call vote was taken and the motion carried.**

<b>Mr. Hill</b>	<b>Aye</b>
<b>Mr. Jefferson</b>	<b>Aye</b>
<b>Mr. Sampson</b>	<b>Aye</b>
<b>Mayor Witt</b>	<b>Aye</b>

22. Emergency Item - City Council Resolution No. 2022-032 – A resolution of the City Council of the City of Lake City, Florida, approving a final plat as authorized under Section 5.18 of the City of Lake City Land Development Regulations; repealing all resolutions in conflict; and providing an effective date. (Gateway Crossing) **Mr. Jefferson made a motion to adopt City Council Resolution No. 2022-032 on an emergency basis, approving a final plat as authorized under Section 5.18 of the City of Lake City Land Development Regulations. Mr. Sampson seconded the motion. A roll call vote was taken and the motion carried.**

<b>Mr. Jefferson</b>	<b>Aye</b>
<b>Mr. Sampson</b>	<b>Aye</b>
<b>Mr. Hill</b>	<b>Aye</b>
<b>Mayor Witt</b>	<b>Aye</b>

23. Emergency Item – City Council Resolution No. 2022-033 – A resolution of the City Council of the City of Lake City, Florida, authorizing the acceptance of a deed from Columbia County, Florida for a drainage easement associated with the construction of a fire station; and providing an effective date. **Mr. Sampson made a motion to adopt City Council Resolution No. 2022-033 on an emergency basis, authorizing the acceptance of a deed from Columbia County, Florida for a drainage easement associated with the construction of a fire station. Mr. Jefferson seconded the motion. A roll call vote was taken and the motion carried.**

**Mr. Sampson           Aye**  
**Mr. Jefferson        Aye**  
**Mr. Hill               Aye**  
**Mayor Witt           Aye**

DEPARTMENTAL ADMINISTRATION

24. Discussion and Possible Action: Safety Risk Manager Position (Presenter: Human Resource Director Hubert Collins)

Mr. Collins requested to allocate funds already in the budget for the Growth Management Director position, to the Safety Risk Manager position.

Mr. Sampson inquired if this would affect the role of the Planning and Zoning position.

Mr. Dyal explained the funding for Growth Management was already approved during the budget process. He stated those funds would be allocated to the Safety Risk Manager until Council discussed the agreement with the County regarding building inspections.

**Mr. Sampson made a motion for City Council to approve the reclassification of the unfunded Director of Safety Risk position to a Safety Risk Manager position, and to fund the position with the budgeted funds for the current unfilled Director of Growth Management position. Mr. Jefferson seconded the motion. A roll call vote was taken and the motion carried.**

**Mr. Sampson           Aye**  
**Mr. Jefferson        Aye**  
**Mr. Hill               Aye**  
**Mayor Witt           Aye**

COMMENTS BY COUNCIL MEMBERS – None

ADJOURNMENT

**All matters having been handled, the meeting adjourned at 7:54 PM on a motion made and duly seconded.**

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Stephen M. Witt, Mayor/Council Member

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Audrey Sikes, MMC City Clerk

**File Attachments for Item:**

3. City Council Ordinance No. 2022-2214 (final reading) - An ordinance of the City Council of the City of Lake City, Florida, amending the City Code relating to the cleaning of lots; providing for amendments to Division 5 titled "Lot Cleaning Code", of Article VII, of Chapter 22 of the City Code; providing for compatibility with the Florida Statutes; providing for the repeal of conflicts; providing for severability; providing for codification; and providing an effective date.

**Passed on first reading 3/21/2022**

**CITY COUNCIL ORDINANCE NO. 2022-2214**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AMENDING THE CITY CODE RELATING TO THE CLEANING OF LOTS; PROVIDING FOR AMENDMENTS TO DIVISION 5 TITLED “LOT CLEANING CODE”, OF ARTICLE VII, OF CHAPTER 22 OF THE CITY CODE; PROVIDING FOR COMPATIBILITY WITH THE FLORIDA STATUTES; PROVIDING FOR THE REPEAL OF CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Code of the City of Lake City, Florida (hereinafter the “Code”), establishes regulations concerning the cleanliness of lot parcels within the City of Lake City, Florida (hereinafter the “City”); and

**WHEREAS**, Section 1-10, of the City Code, provides that any alterations to the regulations concerning the cleanliness of lot parcels must be made by ordinance; and

**WHEREAS**, Chapter 162, Florida Statutes, is intended to promote, protect, and improve the health, safety, and welfare of the citizens of the counties and municipalities of this state and to provide an equitable, expeditious, effective, and inexpensive method of enforcing any codes and ordinances in force in counties and municipalities; and

**WHEREAS**, the City Council finds that Division 5, Article VII, Chapter 22, Code, is in need of an amendment to increase the compatibility with Chapter 162, Florida Statutes, to protect the health, safety and general welfare of the residents 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 all true and accurate and are hereby incorporated herein and made a part of this ordinance.

**Section 2.** The following Sections of Division 5, Article VII, Chapter 22, Code, are hereby amended to read as follows (words ~~stricken~~ are deletions; words underlined are additions):



## **DIVISION 5. - LOT CLEANING CODE**

### **Sec. 22-201. - Accumulation of weeds, rubbish, and other matter upon land prohibited as public nuisances.**

The existence of excessive accumulation or untended growth of weeds, undergrowth or other dead or living plant life; or stagnant water, rubbish, garbage, refuse, debris, trash, including but not limited to household furnishings, and all other objectionable, unsightly or unsanitary matter upon any lot, tract or parcel of land within this city be it uncovered or under open shelter, to the extent and in the manner that such lot, tract or parcel of land is or may reasonably become infested or inhabited by rodents, vermin or wild animals, or may furnish a breeding place for mosquitoes, or threatens or endangers the public health, safety, or welfare, or may reasonably cause disease, or adversely affects and impairs the economic welfare of adjacent property, is hereby prohibited and declared to be a public nuisance and unlawful unless neatly arranged for removal in accordance with directions of the department of growth management.

### **Sec. 22-202. - Duty of property owners generally.**

It shall be the duty of the owner of each lot, tract, or parcel of land within the city to reasonably regulate and effectively control excessive growths and accumulations, as enumerated in [section 22-201](#), on the property and on the portion of the adjoining public right-of-way between the property and the street. It shall also be the duty of the owner to drain, regrade, or fill any lot, tract, or parcel, including swimming pools thereon, which shall be unwholesome or unsanitary, have stagnant water thereon, or be in such other condition as to be susceptible to producing disease.

### **Sec. 22-203. - ~~Notice to remove and appeal process~~ Enforcement.**

The provisions of this Division 5 (Lot Cleaning Code) shall be enforced in accordance with Article Two, Chapter X of this Code.

~~(a) If the director of growth management or his designee finds and determines that a public nuisance as described and declared in sections [22-201](#) and [22-202](#) hereof exists, he shall so notify the record owner of the offending property and demand that such owner cause the condition to be remedied. The notice shall be given by both physical posting on the property in the name of the property owner and by certified mail or personal delivery to the owner or owners as their names and addresses are shown upon the records of the county tax assessor. Notice shall be deemed~~

complete and sufficient when so physically posted and personally delivered or mailed.

~~(b) The notice required by subsection (a) shall contain the following:~~

~~(1) Name(s) and address(es) of the owner(s) of the property, according to the public records of the county.~~

~~(2) Location of the property on which the violation exists.~~

~~(3) A statement by the code inspector that the property has been inspected pursuant to [chapter 22](#) of this Code and that a violation of sections [22 201](#) and [22 202](#) has been determined to exist on the property, which violation constitutes a public nuisance.~~

~~(4) A description of the condition which causes the property to be in violation.~~

~~(5) A requirement that the record owner of the property remedy the violation within 15 days from the date of the notice, failing which the city will remedy the condition and assess against the record owner the costs thereof plus an administrative charge.~~

~~(6) A statement that, if the costs and administrative charge are not paid within 30 days of invoice date, a lien will be placed on the property which is enforceable by foreclosure on the property.~~

~~(7) A schedule of the charges which may be assessed against the record owner if the city has to remedy the violation.~~

~~(8) An estimate of the total cost, based on the schedule of charges, if the violation is remedied by the city. Such estimate is not to be interpreted or construed as the final cost which may be assessed, but only as a good faith approximation of such cost. The final assessable cost may be greater or lesser than the estimate.~~

~~(9) A statement that the record owner of the property may, within 15 days from the date of the notice, submit a written appeal, from the determination of a public nuisance, which must contain all reasons, evidence and argument that the cited condition does not constitute a violation.~~

~~(c) Within 15 days from the date of the notice, the owner of the property may appeal the determination of nuisance by submitting a written appeal to show that the condition does not constitute a public nuisance. Such appeal shall be addressed to the code enforcement board and shall state~~

~~the name of the property owner, the location of the cited property, and the specific grounds upon which the owner relies in order to show that the cited condition does not constitute a public nuisance.~~

~~(Ord. No. 2007-1112, § 1, 5-21-07)~~

**~~Sec. 22-204. Removal by city.~~**

~~(a) If after 15 days from the date of the notice no written appeal has been filed and the condition described in the notice has not been remedied, the director of growth management or his designee shall cause the condition to be remedied by the city at the expense of the property owner. If a written appeal has been filed and the finding of public nuisance is upheld, the director of growth management or his designee may cause the condition to be remedied by the city at the expense of the property owner unless the city council otherwise directs.~~

~~(b) If a written appeal has been filed and the finding of public nuisance is reversed, the city will not assess any costs or administrative penalties against the property, although such administrative penalties would otherwise be authorized by [section 22-206](#) of this Code.~~

~~(c) In cases involving major nuisance conditions requiring immediate, direct action to abate hazards immediately dangerous to the health, welfare or safety of the public, the city may, upon the growth management director authorization, cause the conditions to be immediately remedied by city authorized lot cleaning. Notice of said lot cleaning shall be given within five days after the lot cleaning and according to the procedures detailed in [section 22-203](#) above, except that the notice shall explain that the property contained hazards requiring immediate remedy, that the lot has already been cleaned, and that the property owner has 15 days from the date of the notice to apply to city council to show cause why costs of cleaning should not be assessed against his property. Said emergency lot cleaning shall be at the expense of the property owner; however, the property owner may make a written request for a hearing before city council as above provided within 15 days from the date of notice that his lot had to be cleaned and that a charge is being assessed therefore.~~

~~(Ord. No. 2007-1112, § 1, 5-21-07)~~

**~~Sec. 22-205. Collection of costs and records; secured property.~~**

~~After causing the condition to be remedied, the director of growth management shall certify to the director of finance the expense incurred in remedying the condition whereupon such expense, plus a charge to cover city administrative expenses, plus any administrative penalty as provided in [section](#)~~

~~22-206~~, shall become payable within 30 days, after which a special assessment lien and charge will be made upon the property, which shall be payable with interest at the rate of eight percent per annum from the date of such certification until paid.

~~Such lien shall be enforceable in the same manner as a tax lien in favor of the city and may be satisfied at any time by payment thereof including accrued interest. Notice of such lien may be filed in the office of the clerk of the circuit court and recorded among the public records of the county.~~

~~If the subject property is secured by locks or otherwise, the city shall have the authority to enter said property for purposes of remedying the violation, and any additional costs incurred by the city in gaining access to the property or in re-securing the property after cleaning shall be considered expenses of remedying the condition.~~

~~(Ord. No. 2007-1112, § 1, 5-21-07)~~

**~~Sec. 22-206. Administrative charge; administrative penalty.~~**

~~(a) In addition to the actual cost of remedying the violation cited under sections [22-201](#) and [22-202](#), the city may also assess a charge to cover administrative expenses incurred in securing and monitoring the services of a private contractor to remedy the violation. Said administrative charge shall be reviewed and approved by city council.~~

~~(b) If a second violation of sections [22-201](#) and [22-202](#) is cited against the same property and property owner within 12 months from the date of the first citation, an administrative penalty of \$100.00 shall additionally be assessed five days after the second citation. If the condition is abated by the owner during that five day period, the penalty will not be assessed. If a third violation of sections [22-201](#) and [22-202](#) is cited against the same property and property owner within 12 months from the date of the first citation, an administrative penalty of \$200.00 shall additionally be assessed five days after the third citation. If the condition is abated by the owner during that five day period, the penalty will not be assessed. Subsequent violations cited against the same property and property owner shall be referred to the city's legal council for appropriate legal action including, but not limited to, injunctive relief, in addition to enforcement as provided in this chapter.~~

~~(Ord. No. 2007-1112, § 1, 5-21-07)~~

**Sec. 22-207. Definitions.**

~~In addition to the definitions provided in [section 22-164](#), the following additional definitions shall apply for the purposes of this division:~~

~~Director of growth management. The director of growth management of the city, or his designee.~~

~~Hazardous trees. Trees containing limbs larger than three inches in diameter which are broken and hanging or broken and lodged/wedged in such a fashion that they present an immediate threat to adjoining properties. A hazard exists when, collectively, a substantial number of smaller limbs threaten adjoining properties as described above.~~

~~Trash/debris. Items which are not usable in their present condition as intended by the manufacturer by reason of being broken, discarded, unmaintained, or abandoned. Items include, but are not limited to: mechanical equipment, automobiles, trailers, trucks, or any parts thereof, household furnishings, toys.~~

~~Weeds. Plants that by reason of abandonment, lack of care or lack of maintenance, choke out growth of other plant material in the area. Dead, dying, or unattended plant life, named or unnamed, which is abandoned or overgrown, shall, for the purpose of this Code, be defined as a weed.~~

~~(Ord. No. 2007-1112, § 1, 5-21-07)~~

**Section 3.** Conflicts. All ordinances or parts of ordinances in conflict herewith are and the same are hereby repealed.

**Section 4.** Severability. If any section, subsection, sentence, clause or phrase of this ordinance or the particular application thereof shall be held invalid by any court, administrative agency or other body with appropriate jurisdiction, the remaining section(s), subsection(s), sentences(s), clause(s) or phrases(s) under application shall not be affected hereby.

**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 take effect immediately upon its adoption.

**PASSED** upon first reading the \_\_\_\_ day of \_\_\_\_\_ 2022.

**NOTICE PUBLISHED** on the \_\_\_\_ day of \_\_\_\_\_ 2022.

**PASSED AND ADOPTED** on second and final reading the \_\_\_\_ day of \_\_\_\_\_ 2022.

**CITY OF LAKE CITY, FLORIDA**

By: \_\_\_\_\_  
Stephen M. Witt, Mayor

ATTEST:

APPROVED AS TO FORM AND  
LEGALITY:

By: \_\_\_\_\_  
Audrey E. Sikes, City Clerk

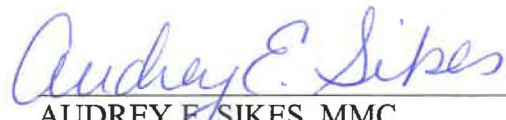
By: \_\_\_\_\_  
Frederick L. Koberlein, Jr.,  
City Attorney

**Record of Vote on First Reading**

	For	Against	Absent	Abstain
Stephen Witt, Mayor/Council Member	<u>✓</u>	_____	_____	_____
Jake Hill, Jr., Council Member	<u>✓</u>	_____	_____	_____
Eugene Jefferson, Council Member	<u>✓</u>	_____	_____	_____
Todd Sampson, Council Member	<u>✓</u>	_____	_____	_____

**Certification**

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

  
\_\_\_\_\_  
AUDREY E. SIKES, MMC  
City Clerk

**File Attachments for Item:**

4. City Council Ordinance No. 2022-2218 (final reading) - An ordinance of the City of Lake City, Florida, amending the future land use plan map of the City of Lake City Comprehensive Plan, as amended; relating to an amendment of 50 or less acres of land, pursuant to an application, CPA 22-02, by the property owner of said acreage, under the amendment procedures established in sections 163.3161 through 163.3248, Florida Statutes, as amended; providing for changing the future land use classification from County Residential, Low Density (less than or equal to 2 dwelling units per acre) to City Commercial of certain lands within the corporate limits of the City of Lake City, Florida; providing severability; repealing all ordinances in conflict; and providing an effective date. (St Johns LLC)

**Passed on first reading 3/21/2022**



ORDINANCE NO. 2022-2218

AN ORDINANCE OF THE CITY OF LAKE CITY, FLORIDA, AMENDING THE FUTURE LAND USE PLAN MAP OF THE CITY OF LAKE CITY COMPREHENSIVE PLAN, AS AMENDED; RELATING TO AN AMENDMENT OF 50 OR LESS ACRES OF LAND, PURSUANT TO AN APPLICATION, CPA 22-02, BY THE PROPERTY OWNER OF SAID ACREAGE, UNDER THE AMENDMENT PROCEDURES ESTABLISHED IN SECTIONS 163.3161 THROUGH 163.3248, FLORIDA STATUTES, AS AMENDED; PROVIDING FOR CHANGING THE FUTURE LAND USE CLASSIFICATION FROM COUNTY RESIDENTIAL, LOW DENSITY (LESS THAN OR EQUAL TO 2 DWELLING UNITS PER ACRE) TO CITY COMMERCIAL OF CERTAIN LANDS WITHIN THE CORPORATE LIMITS OF THE CITY OF LAKE CITY, FLORIDA; PROVIDING SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, Section 166.021, Florida Statutes, as amended, empowers the City Council of the City of Lake City, Florida, hereinafter referred to as the City Council, to prepare, adopt and implement a comprehensive plan;

WHEREAS, Sections 163.3161 through 163.3248, Florida Statutes, as amended, the Community Planning Act, empowers and requires the City Council to prepare, adopt and implement a comprehensive plan;

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

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

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

WHEREAS, the City Council held the required public hearing, with public notice having been provided, under the procedures established in Sections 163.3161 through 163.3248, Florida Statutes, as amended, on said application for an amendment, as described below, and at said public hearing, the City Council reviewed and considered all comments received during said public hearing, including the recommendation of the Planning and Zoning Board, serving also as the Local Planning Agency, and the Concurrency Management Assessment concerning said application for an amendment, as described below;

WHEREAS, the City Council has determined and found said application for an amendment, as described below, to be compatible with the Land Use Element objectives and policies, and those of other affected elements of the Comprehensive Plan; and

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

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

Section 1. Pursuant to an application, CPA 22-02, by St. Johns LLC, to amend the Future Land Use Plan Map of the Comprehensive Plan by changing the land use classification of certain lands, the land use classification is hereby changed from COUNTY RESIDENTIAL, LOW DENSITY (less than or equal to 2 dwelling units per acre) to CITY COMMERCIAL on property described, as follows:

A parcel of land lying within Section 7, Township 4 South, Range 17 East, Columbia County, Florida. Being more particularly described, as follows: The South 1/2 of the Northeast 1/4 of the Northeast 1/4 of said Section 7 lying West of State Road 47.

Containing 9.69 acre, more or less.

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

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

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

The effective date of this plan amendment shall be thirty-one (31) days following the date of adoption of this plan amendment. However, if any affected person files a petition with the Florida Division of Administrative Hearings pursuant to Section 120.57, Florida Statutes, as amended, to request a hearing to challenge the compliance of this plan amendment with Sections 163.3161 through 163.3248, Florida Statutes, as amended, within thirty (30) days following the date of adoption of this plan amendment, this plan amendment shall not become effective until the Florida Department of Economic Opportunity or the Florida Administration Commission, respectively, issues a final order determining this plan amendment is in compliance. No development orders, development permits or land uses dependent on this plan amendment may be issued or commence before it has become effective. If a final order of noncompliance is issued, this plan amendment may nevertheless be made effective by adoption of a resolution affirming its effective status, a copy of which resolution shall be sent to the Florida Department of Economic Opportunity, Division of Community Development, 107 East Madison Street, Caldwell Building, First Floor, Tallahassee, Florida 32399-4120.

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

PASSED upon first reading this 21st day of March 2022.

PASSED AND DULY ADOPTED, upon second and final reading, in regular session with a quorum present and voting, by the City Council this 4th day of April 2022.

Attest:

CITY COUNCIL  
CITY OF LAKE CITY, FLORIDA

\_\_\_\_\_  
Audrey Sikes, City Clerk

\_\_\_\_\_  
Stephen M. Witt, Mayor

APPROVED AS TO FORM AND LEGALITY:

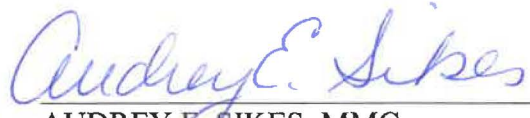
\_\_\_\_\_  
Frederick L. Koberlein Jr., City Attorney

**Record of Vote on First Reading**

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

**Certification**

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

  
\_\_\_\_\_  
AUDREY E. SIKES, MMC  
City Clerk

**File Attachments for Item:**

5. City Council Ordinance No. 2022-2219 (final reading) - An ordinance of the City of Lake City, Florida, amending the official zoning atlas of the City of Lake City Land Development Regulations, as amended; relating to the rezoning of less than ten contiguous acres of land, pursuant to an Application, Z 22-01, by the property owner of said acreage; providing for rezoning from County Residential, Single Family-2 (RSF-2) to City Commercial, Intensive (CI) of certain lands within the corporate limits of the City of Lake City, Florida; providing severability; repealing all ordinances in conflict; and providing an effective date.

**Passed on first reading 3/21/2022**

ORDINANCE NO. 2022-2219

AN ORDINANCE OF THE CITY OF LAKE CITY, FLORIDA, AMENDING THE OFFICIAL ZONING ATLAS OF THE CITY OF LAKE CITY LAND DEVELOPMENT REGULATIONS, AS AMENDED; RELATING TO THE REZONING OF LESS THAN TEN CONTIGUOUS ACRES OF LAND, PURSUANT TO AN APPLICATION, Z 22-01, BY THE PROPERTY OWNER OF SAID ACREAGE; PROVIDING FOR REZONING FROM COUNTY RESIDENTIAL, SINGLE FAMILY-2 (RSF-2) TO CITY COMMERCIAL, INTENSIVE (CI) OF CERTAIN LANDS WITHIN THE CORPORATE LIMITS OF THE CITY OF LAKE CITY, FLORIDA; PROVIDING SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE

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

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

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

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

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

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

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

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

Section 1. Pursuant to an application, Z 22-01, by St. Johns LLC, to amend the Official Zoning Atlas of the Land Development Regulations by changing the zoning district of certain lands, the zoning district is hereby changed from COUNTY RESIDENTIAL, SINGLE FAMILY-2 (RSF-2) TO CITY COMMERCIAL, INTENSIVE (CI) on property described, as follows:

A parcel of land lying within Section 7, Township 4 South, Range 17 East, Columbia County, Florida. Being more particularly described, as follows: The South 1/2 of the Northeast 1/4 of the Northeast 1/4 of said Section 7 lying West of State Road 47.

Containing 9.69 acre, more or less.

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

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

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

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

PASSED upon first reading this 21st day of March 2022.

PASSED AND DULY ADOPTED, upon second and final reading, in regular session with a quorum present and voting, by the City Council this 4th day of April 2022.

Attest:

CITY COUNCIL  
CITY OF LAKE CITY, FLORIDA

\_\_\_\_\_  
Audrey Sikes, City Clerk

\_\_\_\_\_  
Stephen M. Witt, Mayor

APPROVED AS TO FORM AND LEGALITY:

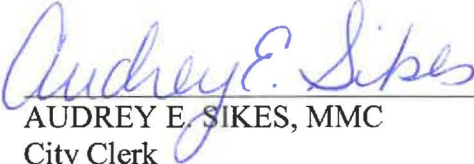
\_\_\_\_\_  
Frederick L. Koberlein Jr., City Attorney

**Record of Vote on First Reading**

	For	Against	Absent	Abstain
Stephen Witt, Mayor/Council Member	<u>✓</u>	_____	_____	_____
Jake Hill, Jr., Council Member	<u>✓</u>	_____	_____	_____
Eugene Jefferson, Council Member	<u>✓</u>	_____	_____	_____
Todd Sampson, Council Member	<u>✓</u>	_____	_____	_____

**Certification**

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

  
\_\_\_\_\_  
AUDREY E. SIKES, MMC  
City Clerk

**File Attachments for Item:**

6. City Council Ordinance No. 2022-2220 (final 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 increase the fines associated with activities that interfere with public safety and the primary purpose of the public roads and rights-of-way; providing for severability; providing for conflicts; providing for codification; and providing for an effective date.

**Passed on first reading 3/21/2022**



**ORDINANCE NO. 2022-2220**

**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 INCREASE THE FINES ASSOCIATED WITH 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 the 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.** The following Sections of Article V, Chapter 98, Code, are hereby amended to read as follows (words ~~stricken~~ are deletions; words underlined are additions):

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 a minimum \$100.00 ~~\$25.00~~ fine paid in accordance with Section 98-62(b) of this Code.
- (a) The penalty for the second violation shall be a civil penalty of a minimum \$175.00 ~~\$50.00~~ fine 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 the \_\_\_\_ day of \_\_\_\_\_ 2022.

**NOTICE PUBLISHED** on the \_\_\_\_ day of \_\_\_\_\_ 2022.

**PASSED AND ADOPTED** on second and final reading the \_\_\_\_ day of \_\_\_\_\_ 2022.

**CITY OF LAKE CITY, FLORIDA**

By: \_\_\_\_\_  
Stephen M. Witt, Mayor

ATTEST:

APPROVED AS TO FORM AND  
LEGALITY:

By: \_\_\_\_\_  
Audrey E. Sikes, City Clerk

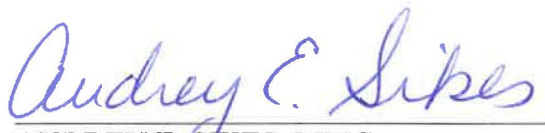
By: \_\_\_\_\_  
Frederick L. Koberlein, Jr.,  
City Attorney

**Record of Vote on First Reading**

	For	Against	Absent	Abstain
Stephen Witt, Mayor/Council Member	<u>✓</u>	_____	_____	_____
Jake Hill, Jr., Council Member	<u>✓</u>	_____	_____	_____
Eugene Jefferson, Council Member	<u>✓</u>	_____	_____	_____
Todd Sampson, Council Member	<u>✓</u>	_____	_____	_____

**Certification**

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

  
\_\_\_\_\_  
AUDREY E. SIKES, MMC  
City Clerk

**File Attachments for Item:**

7. City Council Ordinance No. 2022-2221 (final reading) - An ordinance of the City Council of the City of Lake City, Florida, amending the City Code relating to the minimum standards code; providing for amendments to Division 1 titled "In General", of Article VII, of Chapter 22 of the City Code; providing for compatibility with the Florida Statutes; providing for the repeal of conflicts; providing for severability; providing for codification; and providing an effective date.

**Passed on first reading 3/21/2022**

**ORDINANCE NO. 2022-2221**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AMENDING THE CITY CODE RELATING TO THE MINIMUM STANDARDS CODE; PROVIDING FOR AMENDMENTS TO DIVISION 1 TITLED "IN GENERAL", OF ARTICLE VII, OF CHAPTER 22 OF THE CITY CODE; PROVIDING FOR COMPATIBILITY WITH THE FLORIDA STATUTES; PROVIDING FOR THE REPEAL OF CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Code of the City of Lake City, Florida (hereinafter the "Code"), establishes minimum standards governing the maintenance, appearance and condition of residential, rental properties, housing, commercial, business, and industrial premises within the City of Lake City, Florida (hereinafter the "City"); and

**WHEREAS**, Sections 22-161 through 2-163, Code, provide for the enforcement of violations of the provisions referenced above and said sections are incompatible with state law; and

**WHEREAS**, Section 1-10, Code, provides that any alterations to the minimum standards governing the maintenance, appearance, and condition of residential, rental properties, housing, commercial, business, and industrial premises within the City must be made by ordinance; and

**WHEREAS**, Chapter 162, Florida Statutes, is intended to promote, protect, and improve the health, safety, and welfare of the citizens of the counties and municipalities of this state and to provide an equitable, expeditious, effective, and inexpensive method of enforcing any codes and ordinances in force in counties and municipalities; and

**WHEREAS**, the City Council finds that Division 1, Article VII, Chapter 22, Code, should be amended to increase the compatibility with Chapter 162, Florida Statutes, to protect the health, safety, and general welfare of the residents of the City.



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

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

**Section 2.** The following Sections of Division 1, Article VII, Chapter 22, Code, are hereby amended to read as follows (words ~~stricken~~ are deletions; words underlined are additions):

**Sec. 22-161. - Procedure where violation is discovered.**

The provisions of this Division 1 (“In General”) and Chapter 22, shall be enforced in accordance with Article X, Chapter 2 of this Code.

~~Whenever the enforcing authority determines that there is a violation of this chapter, or that there are reasonable grounds to believe that there is a violation of any provision of this Code, he shall give notice of such violation or alleged violation to the person or persons responsible for the correction thereof. Such notice shall:~~

- ~~(1) Be in writing.~~
- ~~(2) Include a description of the real estate or address sufficient for identification.~~
- ~~(3) Specify the violation(s) by code citation and factual description and the remedial action required.~~
- ~~(4) Include a schedule as to the time allowed for completion of the required improvements necessary to bring the building into compliance with the minimum standards code.~~
- ~~(5) The written notice referred to above shall be served as provided for in chapter 2, article X, of this Code.~~
- ~~(6) The time given to comply with minor infractions as defined in this Code shall not exceed 120 days. The time given to comply with major violations shall not exceed 45 days.~~
- ~~(7) Any violation not corrected in the time and manner specified in the notice pursuant to this section may be referred to the code enforcement board. Major or cumulative minor violations which are deteriorating into hazardous or nuisance conditions may also be subject to proceedings under division 4 of the minimum standards code.~~

~~{Ord. No. 2007-1112, § 1, 5-21-07}~~

**~~Sec. 22-162. Hearings.~~**

~~Any person affected by any notice which has been issued in connection with the enforcement of any provision of this Code or of any rule or regulation adopted pursuant thereto may request and shall be granted a hearing on the matter before the code enforcement board.~~

~~(Ord. No. 2007-1112, § 1, 5-21-07)~~

**~~Sec. 22-163. Means of appeal.~~**

~~Any person directly affected by a decision of the code official or a notice or order issued under this code shall have the right to appeal to the board of appeals, provided that a written application for appeal is filed within 14 days after the day the decision, notice or order was served. An application for appeal shall be based on a claim that the true intent of this code or the rules legally adopted thereunder have been incorrectly interpreted, the provisions of this code do not fully apply, or the requirements of this code are adequately satisfied by other means.~~

~~(Ord. No. 2007-1112, § 1, 5-21-07)~~

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

**Section 4.** Severability. If any section, subsection, sentence, clause or phrase of this ordinance or the particular application thereof shall be held invalid by any court, administrative agency or other body with appropriate jurisdiction, the remaining section(s), subsection(s), sentences(s), clause(s) or phrases(s) under application shall not be affected hereby.

**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.

*(The remainder of the page has been left blank intentionally.)*

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

**PASSED** upon first reading the \_\_\_\_ day of \_\_\_\_\_ 2022.

**NOTICE PUBLISHED** on the \_\_\_\_ day of \_\_\_\_\_ 2022.

**PASSED AND ADOPTED** on second and final reading the \_\_\_\_ day of \_\_\_\_\_ 2022.

**CITY OF LAKE CITY, FLORIDA**

By: \_\_\_\_\_  
Stephen M. Witt, Mayor

ATTEST:

APPROVED AS TO FORM AND LEGALITY:

By: \_\_\_\_\_  
Audrey E. Sikes, City Clerk

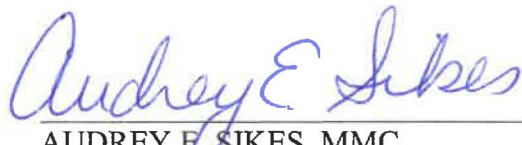
By: \_\_\_\_\_  
Frederick L. Koberlein, Jr.,  
City Attorney

**Record of Vote on First Reading**

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

**Certification**

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

  
\_\_\_\_\_  
AUDREY E. SIKES, MMC  
City Clerk

**File Attachments for Item:**

10. Discussion and Possible Action - Fish and Game - Pier at Lake Montgomery (Presenter: Mayor Stephen Witt)



**BOARD OF DIRECTORS**

**Mike Williams**  
Lake City-  
Columbia County  
Chamber of  
Commerce

**Lee Pinchouck,**  
Lake City Rotary

**Ben Scott,**  
Columbia County  
Board of  
Commissioners

**Joe Helfenberger,**  
City of Lake City

**James Montgomery**  
Member At-Large

**Joel Foreman**  
Member-At-Large

**Noah Valenstein,**  
Suwannee River Water  
Management District

**Jordan Perez**  
TIP  
Representative  
386.752.3690

**Mailing Address:**  
162 South Marion Ave.  
Lake City, FL 32025

*The Ichetucknee  
Partnership, Inc. is a  
Florida registered  
501(c)(3) non-profit  
corporation.  
Its purpose is to  
promote the  
environmental and  
economic well being of  
the Ichetucknee  
springshed through  
education and  
outreach programs.*

**PARTNERSHIP**

March 19, 2020

Florida Fish and Wildlife Conservation Commission (FWC)

To Whom It May Concern:

This letter is to express our support of the Lake Montgomery Pier application.

As The Ichetucknee Partnership Board of Directors, we believe that efforts to revitalize Lake City's downtown business district and surrounding neighborhoods, while at the same time protecting, preserving and promoting the natural environment are critical to our vision for Lake City and Columbia County.

What is unique about our area is the abundance of natural assets such as our parks, rivers, springs and forests. To truly be strategic in our planning and future growth we must consider the whole of our ecosystem, which by receiving this type of technical assistance, we believe can be achieved.

For the reasons discussed above, we The Ichetucknee Partnership express our continued support of your efforts and stand ready to partner however is appropriate.

Sincerely,

Theresa M. Pinto, IOM  
Executive Director



October 6, 2020

Chris Wynn  
North Central Regional Director  
Florida Fish and Wildlife Conservation Commission  
3377 E. U.S. Hwy. 90  
Lake City, FL 32055

RE: Lake Montgomery Fishing Pier

Dear Mr. Wynn:

Columbia County Tourist Development supports the Lake Montgomery Fishing Pier application. The pier was an exceedingly popular fishing location for residents and tourists alike. Replacing the pier is essential in the Lake City revitalization process and a key quality of life component for the citizens of Columbia County. Given one of Tourist Development's main pillars is outdoor recreation, we offer unwavering support and encouragement for outdoor recreation product development and enhancements.

Thank you for your efforts to protect, preserve, and promote our areas natural resources.

Sincerely,

A handwritten signature in blue ink that reads 'Paula Vann'.

Paula Vann  
Executive Director  
Columbia County Tourist Development



March 19, 2020

**Board of Directors:**

Mike Williams  
Chair  
Nutrien

Mike Stalvey  
Vice Chair  
Cal-Tech Testing

Lori Simpson  
Treasurer  
Columbia Bank

**Members:**

City of Lake City

Columbia County –  
Economic  
Development

Florida Gateway  
College

ICS Construction

Lake City Hotels Group

Lake City Medical  
Center

Odom, Moses &  
Company/  
Raymond James

O’Neal Roofing

Shands Lake Shore  
Regional Medical

Southwest GA Oil Co.  
– dba SunStop

Florida Fish and Wildlife Conservation Commission (FWC)

To Whom It May Concern:

This letter is to express our support of the Lake Montgomery Pier application.

As Executive Director of the Lake City-Columbia County Chamber of Commerce, we believe that efforts to revitalize Lake City’s downtown business district and surrounding neighborhoods, while at the same time protecting, preserving and promoting the natural environment are critical to our vision for Lake City and Columbia County.

As in many smaller rural communities across this country, a vibrant downtown is a key element to development. What is unique about our area is the abundance of natural assets such as our parks, rivers, springs and forests. To truly be strategic in our planning and future growth we must consider the whole of our ecosystem, which by receiving this type of technical assistance, we believe can be achieved.

For the reasons discussed above, we the Lake City-Columbia County Chamber of Commerce express our continued support of your efforts and stand ready to partner however is appropriate.

Sincerely,

Theresa M. Pinto, IOM  
Executive Director





Community 2 Unit  
Lake City, Florida

**Girl Scout Troops 610, 2224 & 20100**  
234 SW Scott Place  
Lake City, FL 32024  
386-965-5205

**To: Chris Wynn, Regional Director, Florida Fish and Wildlife Conservation Commission**  
**From: Dr. Patricia Bailey, Girl Scouts of the United States of America, Lake City Troop 610, 2224 & 20100 Leader**

**Date: March 29, 2020**

**Dear Mr. Wynn:**

**As a leader for a local group of the Girl Scouts of the United States of America (GSUSA), I am writing this letter of support for replacement of the fishing pier on Lake Montgomery. Fishing is a popular activity with my group of girls, and we are always looking for new opportunities in and around Lake City, Florida. We would greatly appreciate and support your efforts to have the fishing pier rebuilt on Lake Montgomery including any additional amenities such as a wildlife observation platform and improved lighting. Thank you for your continued efforts to search for and create new outdoor opportunities for our youth in the community!**

**Sincerely,**

A handwritten signature in blue ink that reads "P. Bailey" followed by a small circular mark.

**Dr. Patricia Bailey, Girl Scouts of the United States of America, Lake City Troop 610, 2224 & 20100 Leader**



**CHAMBER *of*  
COMMERCE**  
LAKE CITY • COLUMBIA COUNTY

**Chamber Builders:**

Anderson Columbia  
Co., Inc.

City of Lake City

Columbia Bank

Columbia County  
Board of  
Commissioners

Do It Yourself  
Lettering, Inc

Florida Power and  
Light

First Federal Bank  
of Florida

Florida Gateway  
College

HAECO

Lake City Medical  
Center

Lake City Reporter

Meridian Behavioral  
Healthcare, Inc.

North Central Florida  
Advertiser

North Florida Mega  
Industrial Park

Nutrien

Odom, Moses &  
Company/  
Raymond James

Shands Lake Shore

S & S Food Stores

VyStar Credit Union

March 19, 2020

Florida Fish and Wildlife Conservation Commission (FWC)

To Whom It May Concern:

This letter is to express our support of the Lake Montgomery Pier application.

As Executive Director of the Lake City-Columbia County Chamber of Commerce, we believe that efforts to revitalize Lake City's downtown business district and surrounding neighborhoods, while at the same time protecting, preserving and promoting the natural environment are critical to our vision for Lake City and Columbia County.

As in many smaller rural communities across this country, a vibrant downtown is a key element to development. What is unique about our area is the abundance of natural assets such as our parks, rivers, springs and forests. To truly be strategic in our planning and future growth we must consider the whole of our ecosystem, which by receiving this type of technical assistance, we believe can be achieved.

For the reasons discussed above, we the Lake City-Columbia County Chamber of Commerce express our continued support of your efforts and stand ready to partner however is appropriate.

Sincerely,

Theresa M. Pinto, IOM  
Executive Director

**Wynn, Chris**

---

**From:** Gracie Meloy <gracie.meloy@gmail.com>  
**Sent:** Tuesday, March 10, 2020 9:29 PM  
**To:** Wynn, Chris  
**Subject:** The Rebuilding of the Lake Montgomery Dock

**[EXTERNAL SENDER] Use Caution opening links or attachments**

I am writing in response to the dock at Lake Montgomery being rebuilt. I have lived in or around Lake City all my life. As a child I went to the dock at Lake Montgomery and fished or simply walked the length of it, taking in the wonders of nature. This was often a family outing as well. Now I live right next to the lake and I still love walking around there, getting exercise and peace of mind. However, without the dock there is less to do and less places to walk. I do not have the money or space for a boat so fishing is out of the question now too (I always caught and released). Even my husband said he went there as a kid after church to make memories. It saddens me that without the dock our kids will not be able to make the same kind of memories. It may not seem like a big deal to those who are not in Lake City. But to the small town, it is a big deal. I would love for the opportunity to reminisce as well as make new memories at Lake Montgomery. I request for myself, my husband, my future kids and many other people in Lake City and the surrounding areas, that the dock be rebuilt.

# REPLACEMENT OF THE LAKE MONTGOMERY FISHING PIER

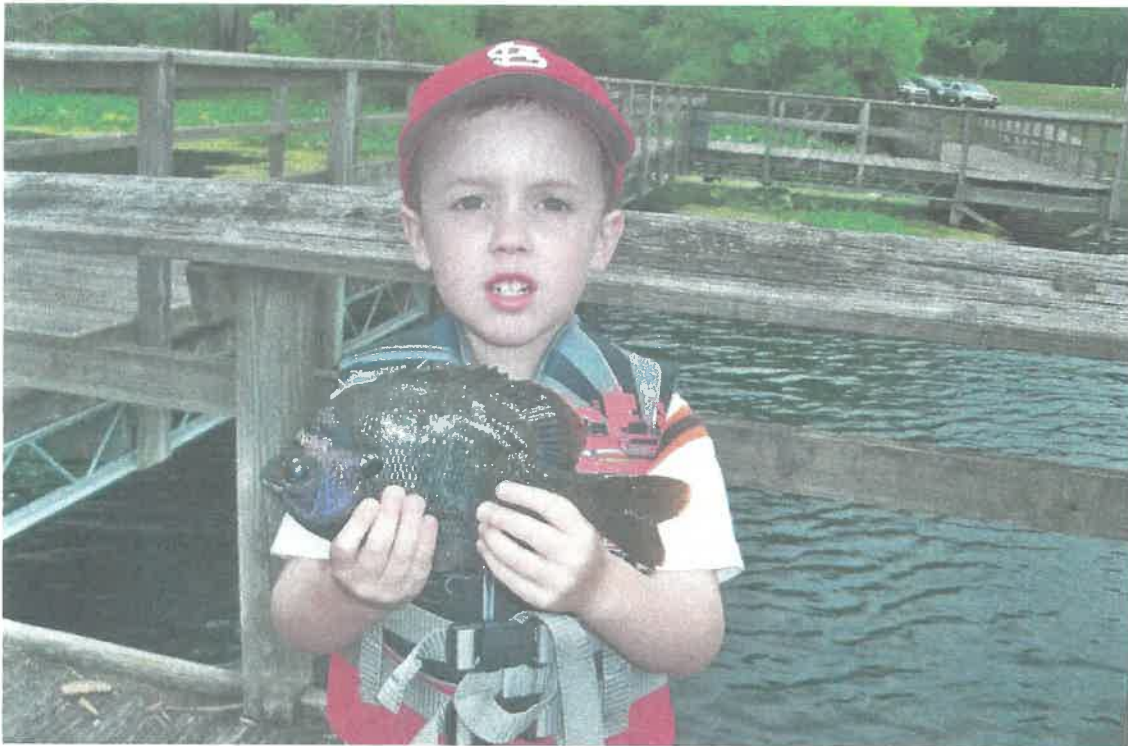


FISHING PIER AT SUWANNEE LAKE



## REPLACEMENT OF THE LAKE MONTGOMERY FISHING PIER

The Lake Montgomery Fishing Pier was determined to be unsafe in March of this year, and had to be closed and demolished. Now the whole community needs to pitch in and assure this pier is replaced with an even better pier that is designed to accommodate able as well as disabled citizens of this area.



**A Successful and Happy Fisherman on the Lake Montgomery Pier Before Closure**

- Many people in this area enjoyed using the pier, some because of need for a meal, some because of need for therapy, and many more for the pure enjoyment of fishing.
- Photos on the next two pages are of people, able and disabled, enjoying the benefits of fishing from piers in North Central Florida lakes.



**VA COMMUNITY LIVING CENTER RESIDENTS ON A FISHING OUTING**



**FISHING IS A FORM OF RECREATIONAL THERAPY**



**THIS PIER MEETS ADA REQUIREMENTS FOR WHEELCHAIR ACCESSIBILITY**



**SUWANNEE LAKE PIER IN SUWANNEE COUNTY**



**BIGGEST ONE OF THE DAY**





**NOT A BAD DAY ON THE LAKE!**



**THESE ARE FUN TO CATCH TOO!**



**WAITING FOR A BITE  
(McNeill Lake Pier at PCS)**



**HIS FIRST FISH!  
(Alligator Lake Fishing Pier)**



**TYPICAL DAY ON THE SUWANNEE LAKE PIER**

## LAKE MONTGOMERY FISHING PIER

*Below: Fisherman on the Lake Montgomery Pier Before Closure*





## OVERVIEW

Lake Montgomery (aka Hamburg Lake) is a Florida Fish and Wildlife Conservation Commission (FWC) [Fish Management Area](#) located in Lake City, Florida. Access is provided via a City park. In 1990, FWC and the City of Lake City built a fishing pier on the lake. It continued to receive heavy use as a very popular fishing destination until 2017 when the fishing pier had to be removed. It had reached an age and condition where it was determined to be unsafe.

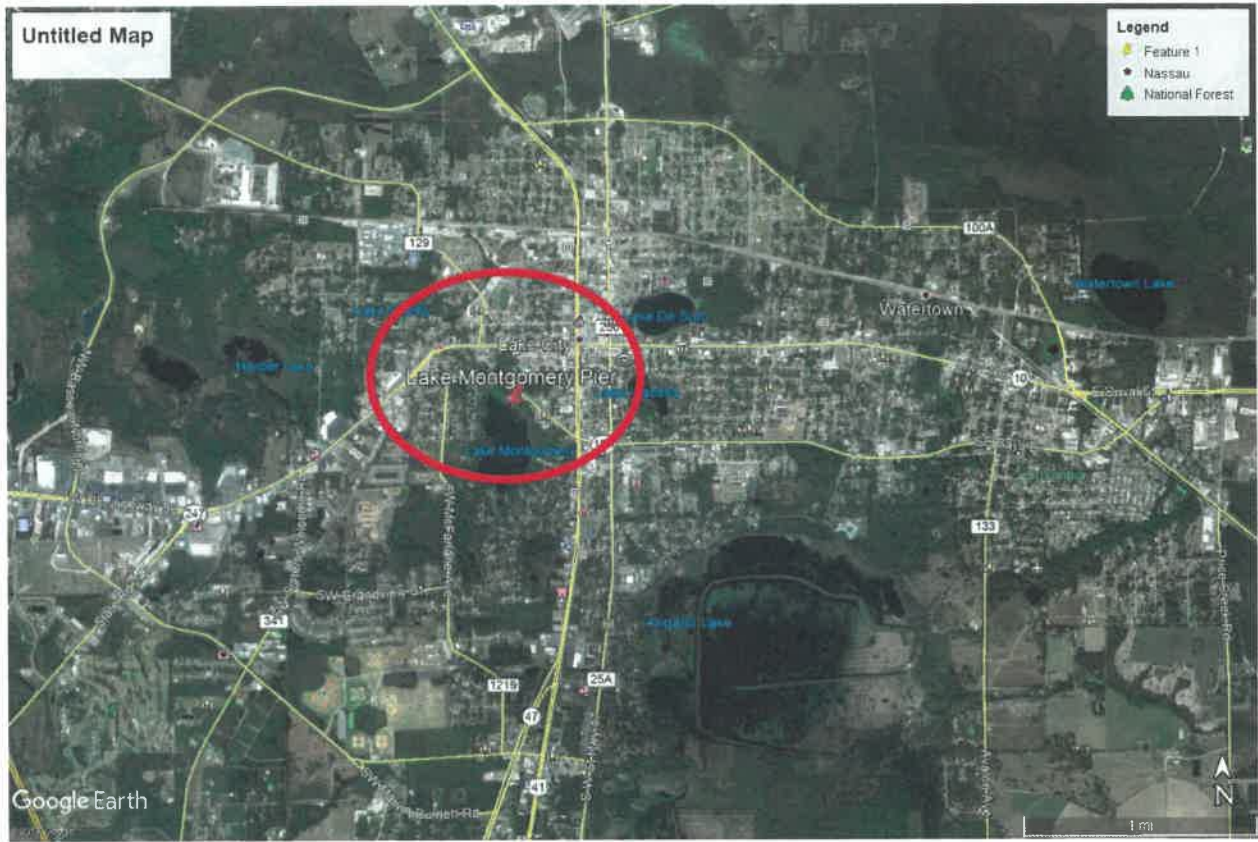
During the final three months the pier was open, FWC installed a game camera to document usage. From 11/16/16 to 2/14/17 a total of 3,672 people visited the pier for an average of 41 visitors per day, making this one of the most popular fishing piers in Lake City.

Not only was this a popular pier for general residents of Lake City and surrounding areas, it was also a popular destination for the local Veteran's Affairs (VA) hospital to take patients for recreational therapy. The lake is located approximately 0.5 miles from the VA hospital which allows for short trips for patients that are unable to leave the hospital for longer journeys.

Recent discussions have centered on how the pier can better suit needs of multiple stakeholder groups, including birders and wildlife watchers. The current proposal includes adding a second deck at the end of the pier that could serve as a wildlife viewing observation tower as well as shade for the first deck. Additionally, there are educational placards incorporated into this project to demonstrate the important role Lake City resources play in the environment.

FWC has been working with the City of Lake City and a few dedicated local volunteers in an attempt to secure permits and final engineering for this project. An estimate of ~\$300,000 will be targeted through several different grant opportunities. A breakdown of the costs is enclosed. General letters of Support are needed and appreciated, to help with grant writing.

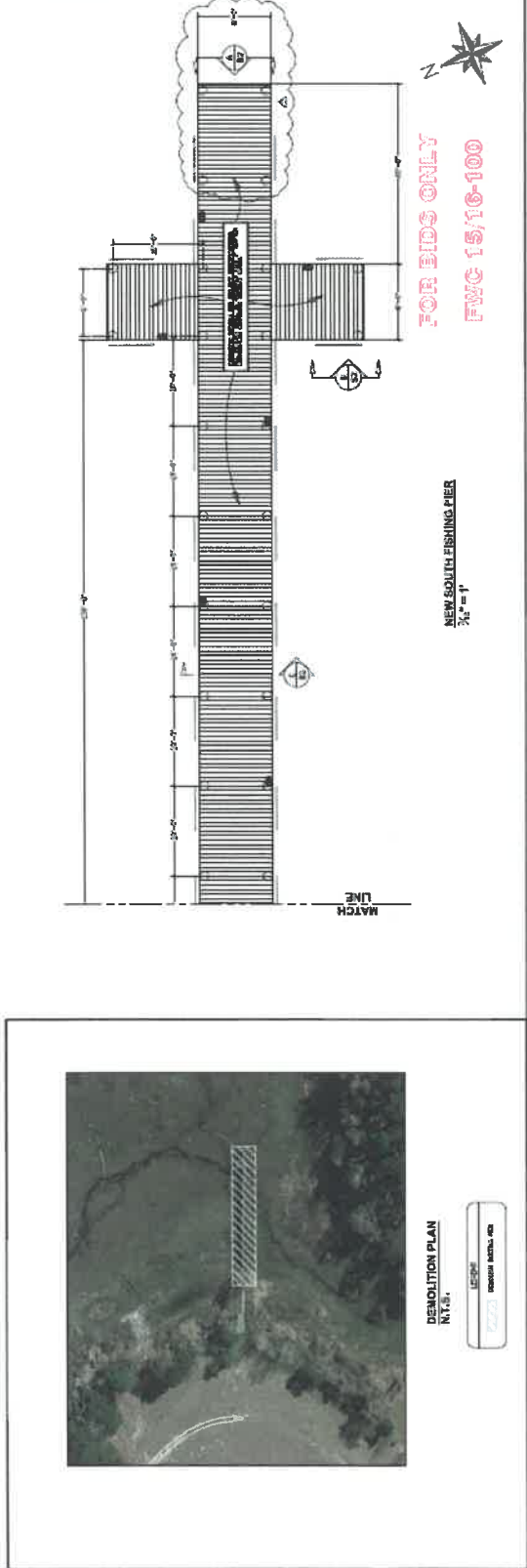
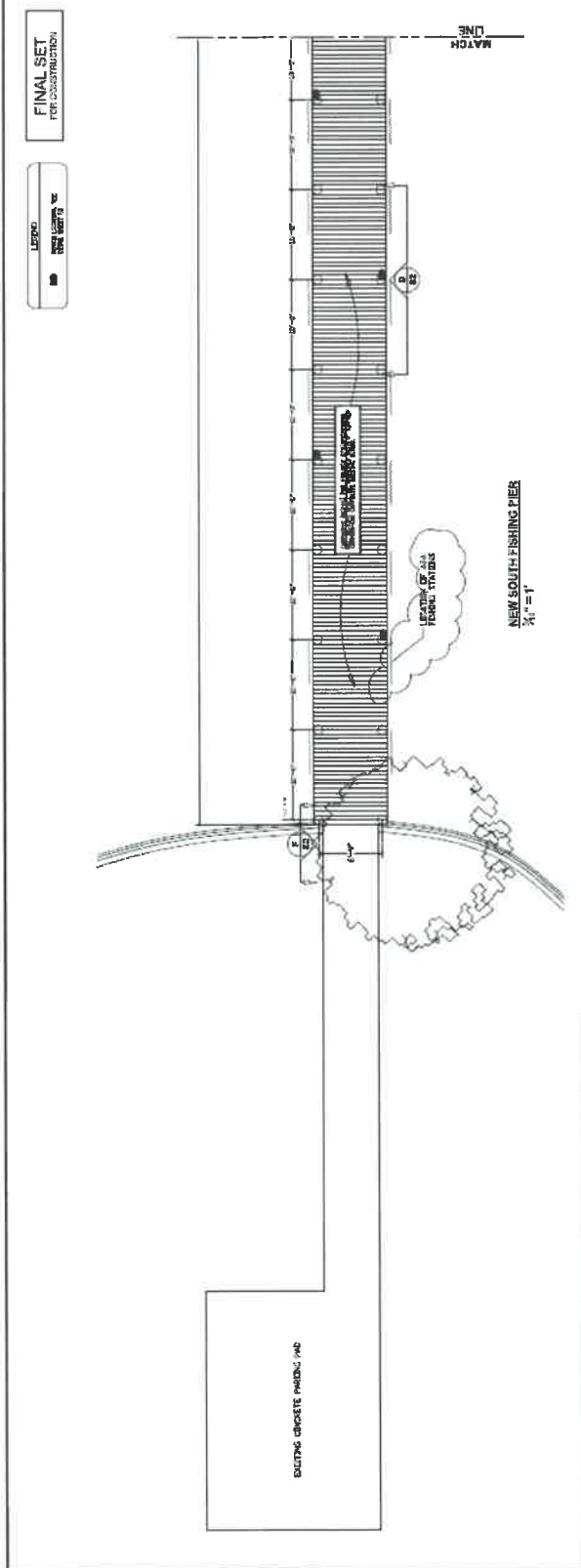
Location of Lake Montgomery within Lake City.



Fishing pier on the north shore of Lake Montgomery.



		<b>SUMANEE LAKE</b> <b>REPLACE FISHING PIEN</b> <b>LIVE OAK, FL</b>		DATE: 4/27/21 CHECKED BY: [Signature] PROJECT NO.: 15010001
NO.	DATE	REVISION	APPROVED	PROJECT NO.: 15010001 SHEET NO.: 21A



**DEMOLITION PLAN**  
1/4" = 1'

LEGEND  
 DEMOLITION AREA AND

**FOR BIDS ONLY**  
**FWC 15/16-100**

**FINAL SET**  
**FOR CONSTRUCTION**

LEGEND  
 NEW PIER

Item No.	Unit	Item Description (Unit Price in Words)	Qty	Estimate
1	Lump Sum	General Requirements. (Payment & Performance Bonds, Indemnification, Insurance, Etc)	1	\$10,000
2	Lump Sum	Mobilization. (All materials, labor and equipment) required for mobilization.)	1	\$15,000
3	Square Foot of Fishing Pier	Demolition of existing fishing pier. All labor, materials, tools, equipment and incidentals necessary to demolish and dispose off site all pilings, structural and non-structural components of the existing fishing pier.	2,536	\$55,000
4	Square Foot of Fishing Pier	Construction of new fishing pier. All labor, materials, tools, equipment and incidentals necessary to construct a new fishing pier.	2,536	\$165,000
5	Lump Sum	Demobilization. (All materials, labor and equipment) required for demobilization.)	1	\$15,000
Contingencies ≈20%				50,000
Subtotal				\$310,000
Engineering and Permitting (≈15%)				\$50,000
Total				\$360,000





**Replacement With Pier Built  
With Suwannee Lake Pier  
Engineering Drawings**

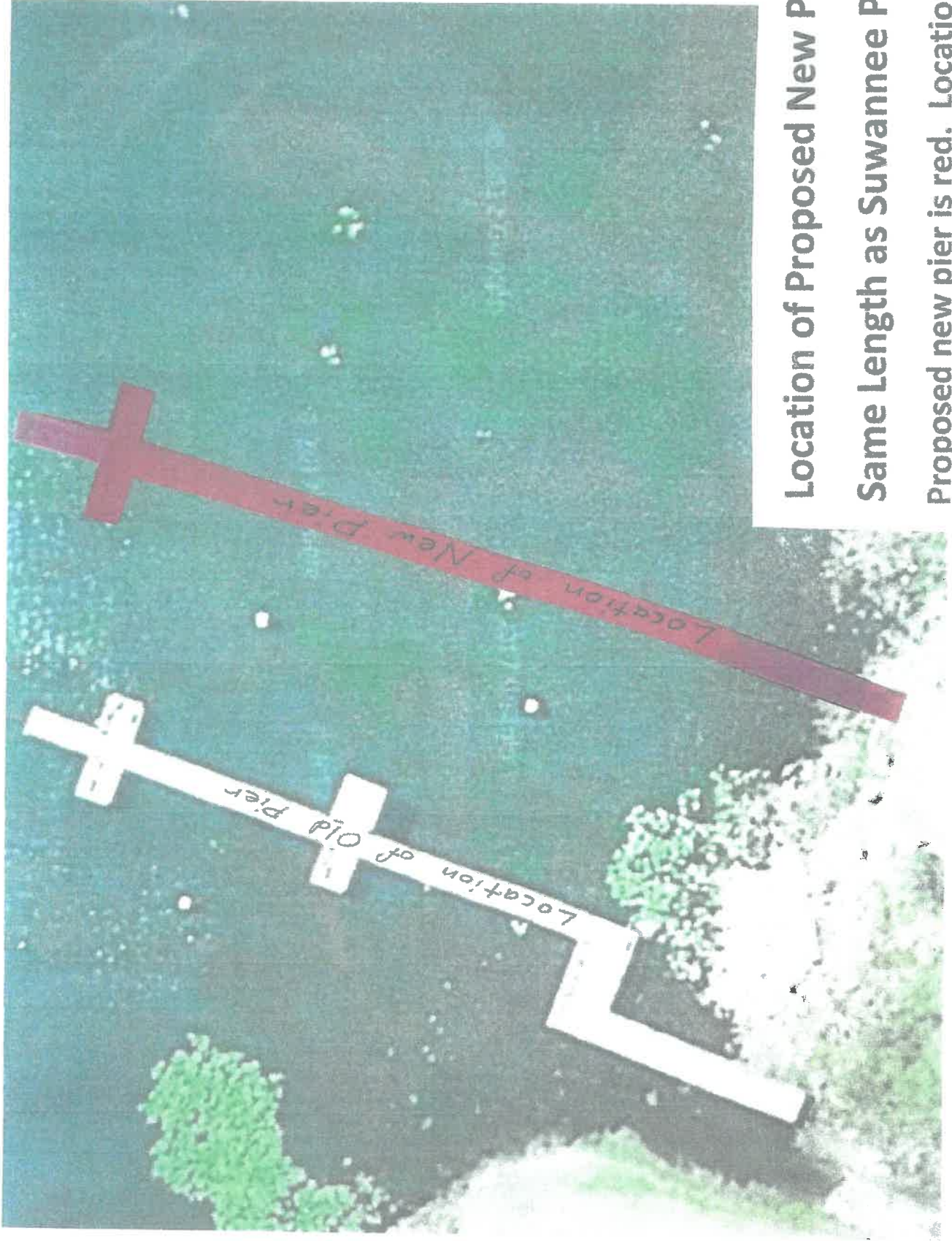
**217 feet long**

**2056 square feet**

**Estimated cost to build: \$206,000**

**With additional wing: \$222,000**

(2)



**Location of Proposed New Pier**  
**Same Length as Suwannee Pier**  
**Proposed new pier is red. Location of**  
**old pier is white.**



# Lake City Reporter

LAKECITYREPORTER.COM

LAKE MONTGOMERY PIER

## CASTING FOR CASH



The Lake City Public Works Department and a prison work crew dismantles the dock on Lake Montgomery in March. The dock was closed on Feb. 13 for safety reasons, said Florida Fish and Wildlife Conservation Commission spokeswoman Karen Parker. Lake City Public Works Director Thomas Henry said he has been unsuccessful in finding a grant to cover the \$360,000 price tag

Photos by CARL MCKINNEY/Lake City Reporter



# City, FWC say they do not have funds for new dock

By **CARL MCKINNEY**  
cmckinney@lakecityreporter.com

Whether for recreation, therapy or sustenance, an average of 40 to 55 people were visiting the Lake Montgomery pier each day during the months before the structure's demolition in March.

Community members were disheartened when the city had to dismantle the pier due to safety concerns, said Lake City Public Works Director Thomas Henry. Now, residents, city officials and the Florida Fish and Wildlife Conservation Commission are hoping to find a way to pay for the replacement structure, estimated to cost \$360,000.

"It's a pretty popular pier," Henry said. "It's a place for our local citizens to spend some quality time with their families, teach their chil-

dren how to fish and just enjoy some kind of outdoor recreational activity."

The pier, which was handicap-accessible, also had a medical use, said FWC Regional Administrator Allen Martin.

Patients from the Lake City VA Medical Center would use the pier for recreational therapy, which can help treat a range of both physical and mental conditions.

"It's very important to them for recreational therapy," Martin said.

There are also those who depended on the pier to put food on the table, Henry said.

"People depended on it to feed their families or feed themselves," Henry said.

An FWC engineer earlier this year determined



Lake Montgomery's popular pier has been gone for more than a month now, and its absence has been felt by community members.

**DOCK** continued on 2A

# DOCK

*Continued From 1A*

the pier was unsafe, Henry said. Pylons were decaying, and the underside of the wooden structure lacked enough bracing.

A city inspector later asked the public works department to demolish the pier, which had been standing for 25 years, Henry said.

Henry said he's been unsuccessful in finding a grant to cover the \$360,000 price tag of replacing the pier, which includes the cost of obtaining permits from the Suwannee River Water Management District.

"There may be a grant out there, but I have not been able to find one yet," Henry said.

The city is turning to other avenues, such as soliciting donations for the replacement pier, Henry said.

So far, no one has contributed.

A group of private residents is working with the city and FWC to spread

awareness about the pier by distributing literature about its importance to VA patients and the community. The volunteers are part of a committee that also consists of city and FWC officials, which met on Friday to discuss the fundraising effort, Martin said.

The committee hopes to get support from State Rep. Elizabeth Porter, R-Lake City.

FWC is helping to organize the project, but has no dedicated funding for pier construction projects, Martin said. Unlike the city, state agencies cannot ask for fundraising donations, he said.

"If we're gonna get this pier replaced, it's going to take a group effort," Martin added.

The new pier would consist of a high-end composite plastic material that would significantly outlast the former wooden structure, Martin said.

Cameras monitored the foot traffic on the pier in its final months, Martin said, averaging around 40 per day with peaks of around 55 to 60.

Lake City Mayor Stephen Witt hopes the city, county and FWC can work out a plan.

"Hopefully, between the private sector, the city, game commission and everybody else, we can all get together and do something there," Witt said.

The pier provided much-needed recreational value to the community, Witt said.

"It was a great place to go," he said.

On Monday afternoon, Shirley Coffee sat in the grass as she cast her line into the lake, saying she hopes the pier is rebuilt promptly.

"When the pier was here, you could catch bigger fish," Coffee said. "You can't get as far out now."

Anyone interested in contributing to the project can call Henry at 386-758-5400 or email henryt@lcfla.



Witt

# Article in Suwannee Democrat

[http://www.suwanneedemocrat.com/news/va-patients-enjoy-fishing-trip-to-suwannee-lake/article\\_39c72f9c-59e5-11e8-b44f-43f2d43bd402.html](http://www.suwanneedemocrat.com/news/va-patients-enjoy-fishing-trip-to-suwannee-lake/article_39c72f9c-59e5-11e8-b44f-43f2d43bd402.html)

FEATURED

# CATCH OF THE DAY

## VA patients enjoy fishing trip to Suwannee Lake

By Jamie Wachter [jamie.wachter@gaffnews.com](mailto:jamie.wachter@gaffnews.com) May 17, 2018

[f](#) [t](#) [G+](#) [in](#) [@](#) [@](#)



Disabled veterans, VA Hospital workers and volunteers enjoy a fishing trip at Suwannee Lake last week.  
Jamie Wachter

LIVE OAK, Fla. — No sooner had John Hilliard arrived at Suwannee Lake on May 10 than he began trying to get his hands on a rod and reel.

"Oh shoot, I like to fish," the 59-year-old Ohio native said. "I love to fish.

"But ain't had the chance."



A volunteers helps bait a hook for one of the VA patients.  
Jamie Wachter

The Navy veteran and three other military veterans got the opportunity Thursday thanks to the efforts of Gene McNeill, the Suwannee County administration and a helping hand from Anderson Columbia.

McNeill was working at PCS Phosphate, now Nutrien, in White Springs nearly 30 years ago when he began the push that led to Thursday's outing.

While checking on the water situations at some of the lakes on the company's property, McNeill came upon a car — with fishing poles — parked at the gate to a lake that had a no fishing sign posted.

Upon stopping to inform them that they couldn't fish there, McNeill said a man was helping get his wife into a wheelchair, both likely in their 70s. The woman was undergoing kidney dialysis several times a week at the time.

"He said after dialysis, she always felt real bad so he'd bring her out there fishing and she really enjoyed that," McNeill recalled, adding that the couple told him they had fished there previously, catching catfish.

"I told them that I was sorry but this was recirculated process water. We allow fishing over at Eagle Lake. He said, 'Yeah, we've been over there but there's nowhere she can fish in her wheelchair.' Because of the slope, he couldn't get her close enough to the water."

That prompted action from McNeill.

He began a push that turned into McNeill Lake opening in the early 2000s with a pier that was handicap accessible.

Visits with David Lowe, a triple amputee from Tallahassee, at the VA Hospital in Lake City turned into fishing trips. Which turned into taking a group of the vets from the VA to the lake in the mid-2000s.

"It's something I like to do," McNeill said.





Four patients from the VA Hospital caught fish last week at Suwannee Lake.  
Jamie Wachter

But recently, those trips stopped.

The pier at McNeill Lake was flooded and hasn't been repaired.

The pier at Lake Montgomery, within walking distance of the VA Hospital, was condemned and torn down.

The pier at Suwannee Lake, though, was in great shape and perfect for the disabled veterans.

But there was still work to be done. The path leading to the pier was torn up by erosion. So McNeill reached out, with direction from Suwannee County Clerk of Court Barry Baker (an old coworker at PCS), to County Chairman Ricky Gamble.

With Anderson Columbia willing to donate millings to fix the path, Suwannee County's road department paved it.

The fishing could resume.

"He needed our help and I told him I'd whatever we could to make it happen," Gamble said. "It was a worthwhile project."

It was a worthwhile trip for the four veterans who made it.

"Oh yeah," Hilliard said about enjoying the morning outing. "They kept talking about it but I've been on antibiotics for so long and couldn't get out here.

"But now that I had a chance to get out here, I was coming."

McNeill added: "These recreational therapists will tell you that it's really good for them. Just to get out and do anything. But even better when they actually catch some fish."

Hilliard is proof of that. With temperatures nearing 90 degrees as the morning wore on, the big fish weren't to be found. Instead, small brim were the catches of the day.

"They were little, but I don't care," Hilliard said. "It was fun just catching them."



John Hilliard reels in a fish during the fishing trip to Suwannee Lake last week.  
Jamie Wachter

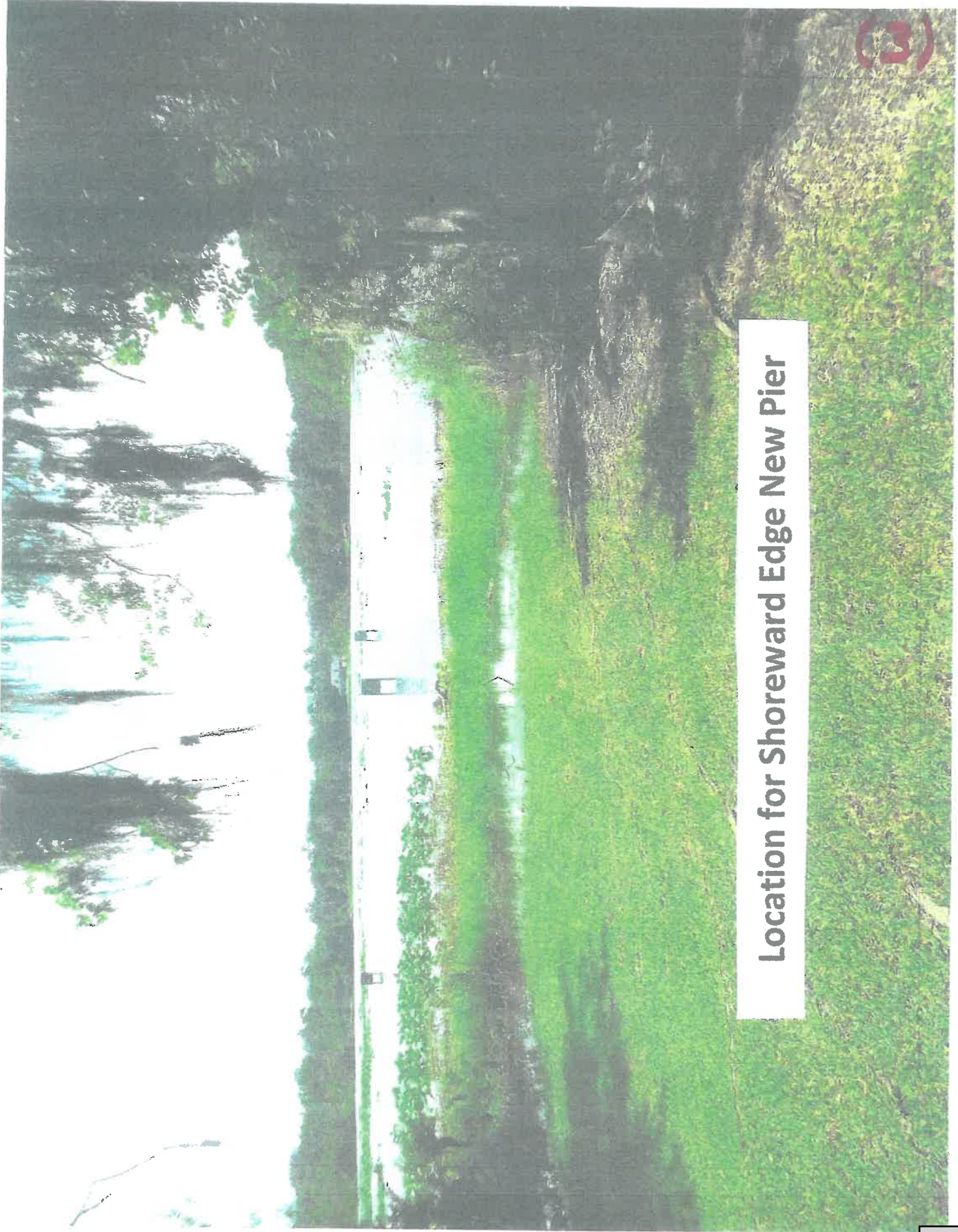




**Suwannee Lake Pier**

0 77°F ( 07/01/2016 06:17PM CAMERA1





**Location for Shoreward Edge New Pier**



Example of fishing pier with an elevated observation deck.

<https://people.well.com/user/pk/waterfront/photo-of-the-week/Pier-040517.html>



**RESOLUTION NO. 2006-035**

**A RESOLUTION OF THE CITY OF LAKE CITY, FLORIDA, RELATING TO THE PERPETUAL MAINTENANCE, PRESERVATION AND CARE OF CAMPBELL PARK BY THE CITY, AND ITS ACCEPTANCE OF INCOME FROM AN ENDOWMENT FUND ESTABLISHED BY MEMBERS OF THE C. G. CAMPBELL FAMILY TO PARTIALLY FUND THE ANNUAL MAINTENANCE COST OF THE PARK.**

**RECITALS**

**WHEREAS**, Campbell Park (herein the "Park") was donated to the City of Lake City, Florida ("City") in 1942 by C. G. Campbell and is now one of the parks owned by the City; and

**WHEREAS**, the Park has been developed in part by a member of the Campbell family to include pathways, nature trails, flower beds, benches and other improvements to provide the public with an opportunity to rest, relax and enjoy its natural beauty; and

**WHEREAS**, it is the desire of the Campbell family that the existing character of the Park be preserved and to be perpetually maintained; and

**WHEREAS**, the members of the C. G. Campbell family have created and established a trust endowment fund (the "Campbell Park Endowment") for the benefit of the City to be used solely to apply on the annual cost to mow the Park, weed and fertilize the flowers, mulch the pathways and trails and maintain the benches; and

**WHEREAS**, the City, by this resolution, desires to memorialize its thanks and gratitude to the Campbell family and its acceptance of the Campbell Park Endowment and to confirm that the Campbell Park Endowment will be annually appropriated and used solely to apply toward the cost of maintaining, mowing the Park, weeding and

fertilizing the flowers, mulching the pathways and trails, and maintaining the benches.

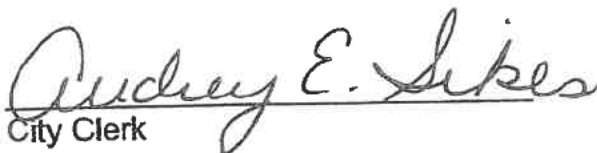
**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AS FOLLOWS:**

**Section 1.** That the City, with gratitude and thanks to the Campbell family, hereby accepts the Campbell Park Endowment, and confirms that said funds will be annually appropriated to apply on the maintenance cost of the Park and that Campbell Park will be perpetually maintained and its existing character preserved.

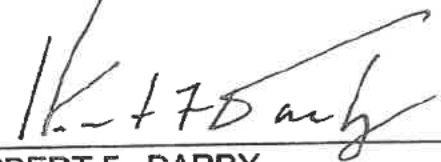
**PASSED AND ADOPTED** at a meeting of the City Council this 15<sup>th</sup> day of May, 2006.

  
\_\_\_\_\_  
Mayor-Councilman

ATTEST:

  
\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM AND LEGALITY:

By:   
\_\_\_\_\_  
HERBERT F. DARBY  
City Attorney

*1/20 gave to Donna W.*



**Suwannee Valley**  
COMMUNITY FOUNDATION

An Affiliate of The Community Foundation For Northeast Florida

*Serving Columbia, Hamilton, Lafayette,  
Suwannee and Union Counties*

245 Riverside Ave · Suite 310 · Jacksonville, FL 32202  
Phone: (904) 356-4483 · Fax: (904) 356-7910

January 11, 2022

Mr. Joseph Helfenberger  
City Manager  
City of Lake City  
205 N. Marion Avenue  
Lake City, FL 32055-3918

Dear Mr. Helfenberger:

On the approval of the Board of Trustees of The Community Foundation for Northeast Florida, I am pleased to enclose the following grant:

Grantee:	City of Lake City
Amount:	\$2,395.00
Purpose:	in support of City Resolution 2006-035 for the sole use of contributing to the annual cost to mow the park, weed and fertilize the flowers, mulch the pathways and trail and maintain the benches
Fund name:	Campbell Park Endowment

This grant may not be used to satisfy a legally binding pledge, nor can any goods or services be given in exchange for the grant. If either is the case, please contact me before depositing this check.

In any recognition of this contribution, please credit the above-named Fund. If it is your custom to provide a receipt, it should be sent to the Foundation.

Thank you for the good work you do to build a better community; together we will make a difference. Please let us know if we may be of assistance to you in the future.

Sincerely,

Joanne E. Cohen, J.D.  
Vice President, Philanthropic Services

John Zell  
Vice President, Development

040114

To: City of Lake City

1/11/2022

THE COMMUNITY FOUNDATION FOR NORTHEAST FLORIDA

INVOICE NUMBER	DATE	DESCRIPTION	AMOUNT	DISCOUNT	NET AMOUNT
GE-22-41341-D-	1/11/2022	Campbell Park Endowment	\$2,395.00	\$0.00	\$2,395.00
<b>Totals:</b>			<b>\$2,395.00</b>	<b>\$0.00</b>	<b>\$2,395.00</b>

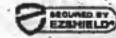
*[Handwritten signature]*

SECURITY FEATURES INCLUDE TRUE WATERMARK PAPER HEAT SENSITIVE ICGN AND FOIL HOLOGRAM.



THE COMMUNITY FOUNDATION FOR NORTHEAST FLORIDA  
*Giving Back. Giving Forward.*

245 RIVERSIDE AVENUE, SUITE 310  
JACKSONVILLE, FL 32202  
PH (904) 356-4483



040114

CHECK DATE

CHECK NO.

1/11/2022

40114

CHECK AMOUNT

\$\*\* 2,395.00

PAY

\*\*Two thousand three hundred ninety five and 00/100 Dollars\*\*

TO THE ORDER OF

City of Lake City  
Attn: Finance Department  
205 N. Marion Avenue  
Lake City, FL 32055



*[Handwritten signature]*  
AUTHORIZED SIGNATURE







**Bench donated by  
Marise Davitt Sutton  
In memory of her husband –  
my good friend, Reggie**



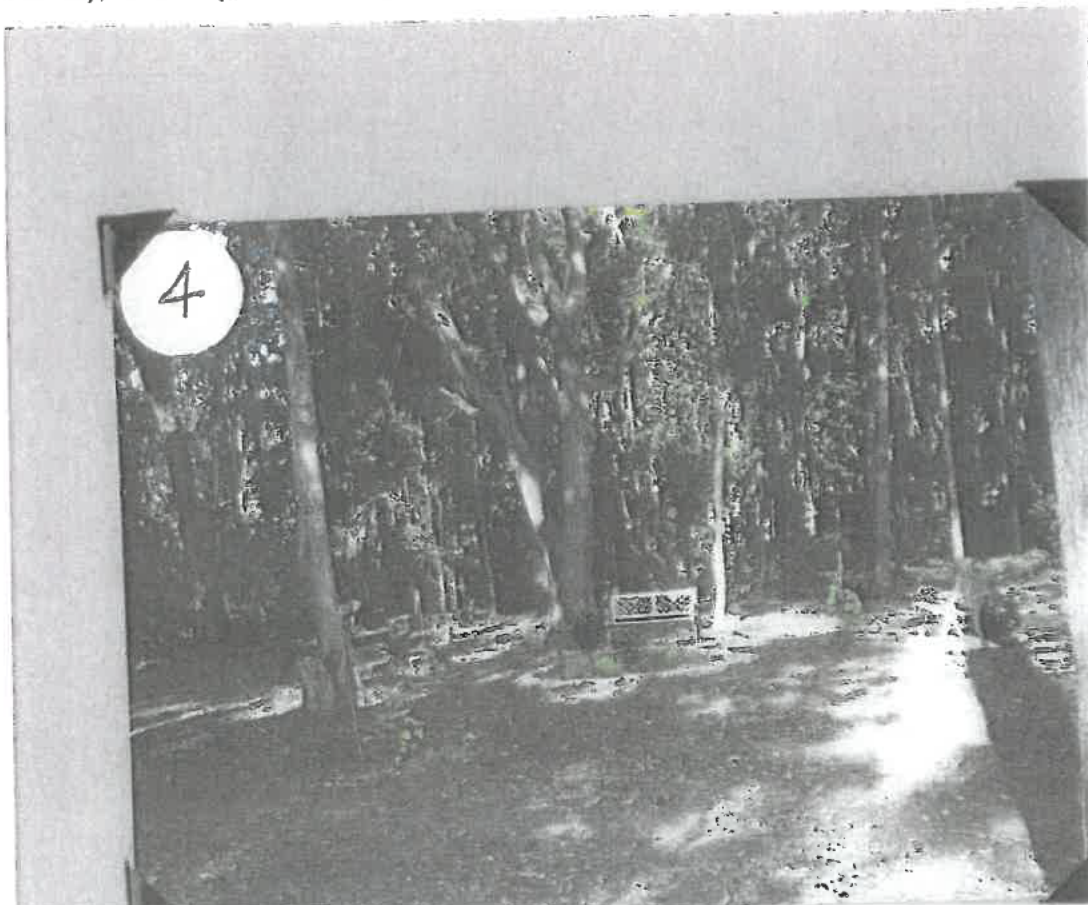




photo # 3

ridge over ditch leading from the monument at the entrance, going to be  
a semi circle under a huge oak tree. This bridge was donated "In mem  
.G. Campbell, Sr. by his Loving Family".

he loving family consists of his immediate family --- Dr. C.G. {Grady} Car  
.(son), Marguerite {Peggy} Campbell-Murphy-(Dr. Roy E. {son} Campbe  
Widow), & Bill {William M.} Campbell (son).





NOTE

SEE PAGE #3 OF 8 ATTACHED

# QUARTERLY REPORT

WINTER 2007

AN UPDATE FOR DONORS, FRIENDS AND THE NORTHEAST FLORIDA COMMUNITY

## OUR MISSION

Stimulating Philanthropy

o Build a Better  
Community

## OUR VALUES

Grantmaking that is  
fair and thoughtful

Management that  
trusts and respects the  
interests of donors

Service to community that  
is innovative and creative

Governance with integrity  
that puts community  
above self

## COMMUNITY FOUNDATION TO LEAD PEW INITIATIVE

Jacksonville (along with Shreveport, Louisiana) has been selected by the Pew Partnership for Civic Change as one of two communities to implement **Learning to Finish**, a program designed to engage entire communities in the fight to reduce high school drop out rates, an issue that is rapidly becoming a national crisis. **Learning to Finish** focuses on the transition from middle to high school—a critical time period in which students begin to show declines in academic performance.



Dr. Suzanne Morse talks about the Pew Partnership's drop out prevention initiative.

The Community Foundation will be the sponsoring organization to lead this five-year initiative in cooperation with the Duval County Public School System. The schools selected to participate in the initiative are Terry Parker, Nathan B. Forrest and Englewood high schools and their feeder middle schools Jeff Davis, J.E.B. Stuart, Landon, Southside, Arlington and Ft. Caroline.

At the November 16th launch of the initiative in Jacksonville, Dr. Suzanne Morse, President of the Pew Partnership for Civic Change stated: "Jacksonville is a city of action that has made its young people's future a community-wide priority. From the literacy efforts and the after-school programs to innovative programs in schools, Jacksonville has demonstrated a strong commitment to the future of its children and the community as a whole." Founded in 1995, the Pew Partnership for Civic Change is a civic research organization whose mission is to identify and disseminate promising solutions to tough community issues.

As a pilot community, Jacksonville will have an opportunity to work with the Pew Partnership for Civic Change in identifying local assets, best practices, and data collection and analysis tools to assist in improving graduation rates throughout the area. The Pew Partnership will provide technical assistance including the organizing model, community discussion guides, mapping tools and related research on dropout prevention strategies. The Community Foundation will provide the community leadership and financial support for this groundbreaking initiative. Nina Waters, president of the Foundation states:



Pam Paul Dopf

"We are very honored to have the opportunity to work with Pew on this project. **Learning to Finish** aligns perfectly with **Quality Education for All**, the Foundation's 10-year initiative designed to improve the performance of public-school students in Duval County."

Pam Paul Dopf has joined the staff of The Community Foundation to lead the implementation of this initiative in our community. A native of Jacksonville, Pam has devoted her career to youth development. Prior to joining the staff of the Foundation, Ms. Dopf worked for the Jacksonville Children's Commission for 12 years where she led the development of their discretionary grantmaking program and most recently served as Director of Community Outreach and Partnerships. Pam also served as a Special Projects Manager for United Way of Northeast Florida, and prior to returning to Florida, she worked in direct marketing and advertising with Wunderman Worldwide, London, England; and Young and Rubican, New York.



# BILL CAMPBELL ESTABLISHES CAMPBELL PARK ENDOWMENT AT SUWANNEE VALLEY COMMUNITY FOUNDATION

## ABOUT THE SUWANNEE VALLEY COMMUNITY FOUNDATION

Bill Campbell grew up in Lake City. Like many, he moved away to pursue his college education and career; and, in 1982, he decided to retire to his home community.

His father, C.G. Campbell, was a realtor and community leader. In the early 1940's, C.G. Campbell purchased land for development on a "little dirt street" called Park Street. Prior to the U.S. entry into World War II, he built three homes around a park, which was to be the centerpiece of the development. The original park had dogwood and redbud trees, azaleas, crape myrtles and oak leaf hydrangeas, and featured a fountain. The development was never completed due to World War II. In 1942, C. G. Campbell donated the park to the people of Lake City.



In 1997, Eckerd Drug Store wanted to buy the land where the park and surrounding houses stood. In researching the purchase of the property, the parties learned that one of the conditions of C.G. Campbell's donation was, if the city stopped using the land as a park, the property would revert to the family.

The preservation of Campbell Park was extremely important to Bill and his family, and they accepted a proposal from the city to move the park across the street to three acres on Lake Montgomery. Local prisoners cleared the land; the Lake City Community College Landscape Club designed and helped place the landscaping; the Boy Scouts designed and built two trails; and other community organizations like the Woodmen of the World donated landscaping, mulch, benches, etc.

Today, Campbell Park is a quiet sanctuary surrounded by shady water oaks and Florida maples. Bill spends many-a-Saturday morning pulling weeds, planting azaleas, or just relaxing on one of the park benches.

Though the city agreed to maintain the park, like many municipalities around the country, the city leaders could not promise sufficient funds to provide adequate upkeep for the facility. Bill decided that the best way to insure the park was appropriately maintained was to create an endowment fund. He could not create an endowment for the park at the City and after talking to some fellow Rotarians, he was guided to the Suwannee Valley Community Foundation, where he established the Campbell Park Endowment Fund. Income from the fund will be used to augment funds from the city and insure that the park is adequately maintained for the citizens of Lake City.

Bill's goal was to create an endowment of \$50,000. The Campbell Family contributed \$40,000 to the endowment and the community 'rallied round' the cause by providing the remaining \$10,000 through individual and corporate donations. One community organization even held a garage sale to raise funds for the endowment. Bill Campbell commented, "I've had so many comments from people who have used the park as to how much they appreciate it, and I am truly moved by their support for my family and the legacy we want to leave to Lake City."

An affiliate fund is an advised fund that serves a specific geographical region, cultural, gender or ethnic group, or well-defined philanthropic interest. Unlike a donor advised fund, an affiliate fund actively solicits contributions from a wide range of donors. Affiliate funds provide a "first-step" for communities or interest groups that seek to develop broad philanthropic support.

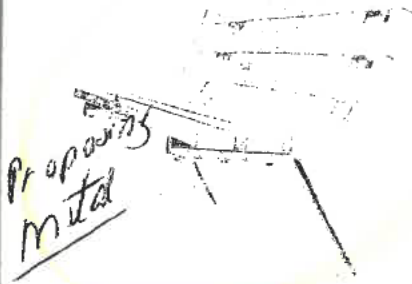
The Suwannee Valley Community Foundation was created in 2002 to serve the residents of Columbia, Hamilton, Lafayette, Suwannee and Union counties, Florida. It is governed by an advisory board of citizens from the region.

Individuals, families, corporations and private foundations can establish funds to benefit not-for-profit organizations in the Suwannee Valley region. The Community Foundation provides guidance and assistance to help the advisory board develop new philanthropic assets for the region and implement strategic grantmaking initiatives.

### Advisory Board Members

Tom Brown, Chair  
Bettye Lane  
Keith Leibfried  
James Montgomery  
Dr. W. Benjamin Norris, Jr.  
Mike Null  
Earline Parker  
Joseph Persons

BENCHES



Angle Leg Park Bench

#4046 6' (1.8m) Douglas Fir	Price: \$254
#4047 8' (2.4m) Douglas Fir	Price: \$287
#2132 6' (1.8m) Aluminum (As Shown)	Price: \$303
#2133 8' (2.4m) Aluminum	Price: \$364
#R4046 6' (1.8m) Redwood	Price: \$370
#3138 Frame Only	Price: \$88



Straight Leg Park Bench

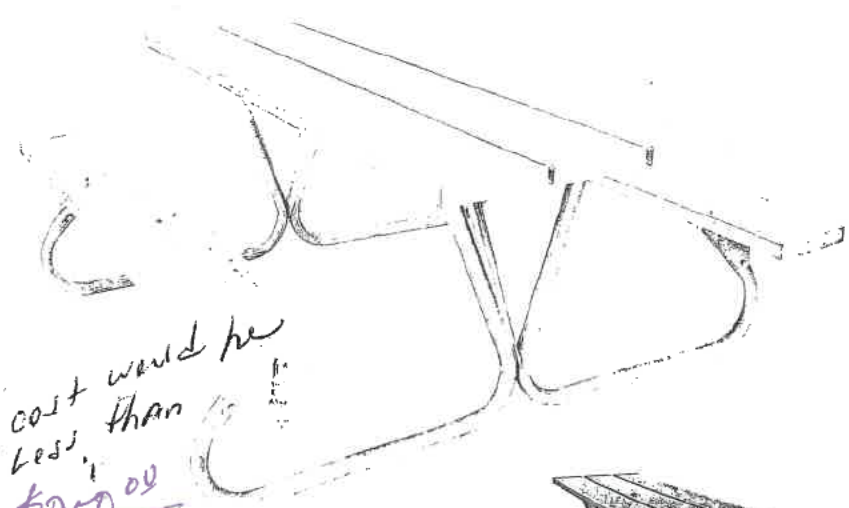
#P4066 6' (1.8m) Douglas Fir	Price: \$287
#P4067 8' (2.4m) Douglas Fir (Shown)	Price: \$320
#P532 6' (1.8m) Aluminum (Painted)	Price: \$513
#P533 8' (2.4m) Aluminum (Painted)	Price: \$574
#PR4066 6' (1.8m) Redwood	Price: \$440
#P338 Frame Only	Price: \$121



Two Leg Portable Bench

#P4056 6' (1.8m) Douglas Fir	Price: \$303
#P4068 8' (2.4m) Douglas Fir	Price: \$336
#P252 6' (1.8m) Aluminum (Painted)	Price: \$529
#P253 8' (2.4m) Aluminum (Painted)	Price: \$590
#PR4056 6' (1.8m) Redwood (Shown)	Price: \$465
#P328 Frames Only	Price: \$138

PICNIC TABLES



Standard Picnic Table - Aluminum Slats

#598 6' (1.8m) Galvanized (Shown)	Price: \$498
#677 6' (1.8m) Powder-coated	Price: \$744
#599 8' (2.4m) Galvanized	Price: \$620
#678 8' (2.4m) Powder-coated	Price: \$866

ADA Accessible Picnic Table - Aluminum Slats (not shown)

#1308 6' (1.8m) Galvanized	Price: \$649
#P1308 6' (1.8m) Powder-coated	Price: \$899

- Frame is constructed of 2-3/8" galvanized steel pipe.
- Accessible table top extends 12" beyond the bench seats.



Standard Picnic Table - Southern Yellow Pine Slats

#592 6' (1.8m) Galvanized	Price: \$326
#P592 6' (1.8m) Powder-coated (Shown)	Price: \$447
#593 8' (2.4m) Galvanized	Price: \$380
#P593 8' (2.4m) Powder-coated	Price: \$508

ADA Accessible Picnic Table - Southern Yellow Pine Slats (not shown)

#1309 6' (1.8m) Galvanized	Price: \$457
#P1309 6' (1.8m) Powder-coated (Shown)	Price: \$579

- Frame is constructed of 2-3/8" galvanized steel pipe.
- Accessible table top extends 12" beyond the bench seats.

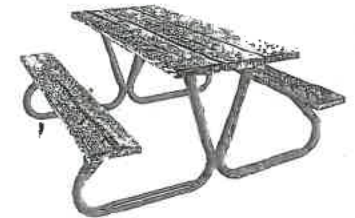
Standard Picnic Table Frames (all lengths)

#574 Galvanized	Price: \$116
#P574 Powder-coated	Price: \$237



Heavy Duty Picnic Table - Aluminum Slats

#796 6' (1.8m) Galvanized	Price: \$54
#P796 6' (1.8m) Powder-coated (Shown)	Price: \$82
#798 8' (2.4m) Galvanized	Price: \$68
#P798 8' (2.4m) Powder-coated	Price: \$94
#797 15' (4.6m) Galvanized	Price: \$1,16
#P797 15' (4.6m) Powder-coated	Price: \$1,69



Heavy Duty Picnic Table - Southern Yellow Pine Slats

#766 6' (1.8m) Galvanized	Price: \$40
#P766 6' (1.8m) Powder-coated (Shown)	Price: \$52
#768 8' (2.4m) Galvanized	Price: \$45
#P768 8' (2.4m) Powder-coated	Price: \$57

Heavy Duty Picnic Table Frames (all lengths)

#769 Galvanized	Price: \$18
#P769 Powder-coated	Price: \$30

Single Post Picnic Table - 6' (1.8m) (not shown)

#794 Aluminum Slats	Price: \$65
#P794 Powder-coated	Price: \$80
#795 Pressure Treated Slats	Price: \$51
#R799 Redwood Slats	Price: \$80

- Table upright is 4" (10cm) O.D. galvanized pipe.
- Seat supports are 2-7/8" (7cm) galvanized pipe.

**File Attachments for Item:**

15. City Council Resolution No. 2022-034 - A resolution of the City Council of the City of Lake City, Florida, awarding a project to Graham & Sons Electric, Inc., related to the installation of safety disconnects on field pumps located at the City's Spray Field; providing for the execution of a contract; providing for a contract price not to exceed \$36,750.00; and providing an effective date.

**CITY COUNCIL RESOLUTION NO. 2022-034**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AWARDED A PROJECT TO GRAHAM & SONS ELECTRIC, INC., RELATED TO THE INSTALLATION OF SAFETY DISCONNECTS ON FIELD PUMPS LOCATED AT THE CITY'S SPRAY FIELD; PROVIDING FOR THE EXECUTION OF A CONTRACT; PROVIDING FOR A CONTRACT PRICE NOT TO EXCEED \$36,750.00; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Lake City, Florida (hereinafter the "City") requires the installation of safety disconnects on four (4) two hundred (200) horsepower spray field pumps located at the City of Lake City Spray Field (hereinafter the "Project"); and

**WHEREAS**, section 2-178(d) of the City Code requires the procurement of supplies and contractual services based on a competitive bid process and a formal contract to be entered when procuring services valued in excess of \$20,000.00; and

**WHEREAS**, due to the anticipated costs of the Project, an Invitation to Bid ((ITB-007-2022) hereinafter "ITB") was advertised and the city administration recommends that the Project be awarded to Graham & Sons Electric, Inc., (hereinafter "Graham Electric"); and

**WHEREAS**, the City Council finds that it is in the City's best interest to award the Project to Graham Electric pursuant to and in accordance with the terms, provisions, conditions, and requirements of the *Contract between the City of Lake City, Florida and Graham & Sons Electric, Inc.*, (hereinafter the "Contract") attached hereto as "Exhibit A".

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

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

**Section 2.** The Project is awarded to Graham Electric and the execution of the Contract is authorized.

**Section 3.** The City Manager and City Attorney are authorized to make such reasonable changes and modifications to the Contract as may be deemed necessary to be in the best interest of the City and its citizens. Provided however, that any such changes or modifications shall not cause the payment to Graham Electric to exceed the Contract pricing. 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 Graham Electric shall be deemed to be conclusive evidence of approval of such changes, amendments, modifications, omissions, and additions.

**Section 4.** Effective Date. This resolution shall take effect immediately upon adoption.

**PASSED AND ADOPTED** at a meeting of the City Council this \_\_\_ day of April 2022.

**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

**CONTRACT BETWEEN THE CITY OF LAKE CITY, FLORIDA AND  
GRAHAM & SONS ELECTRIC, INC.**

**THIS CONTRACT** made and entered into this \_\_\_\_ day of April 2022, by and between the CITY OF LAKE CITY, FLORIDA, a municipal corporation, with a mailing address of 205 North Marion Avenue, Lake City, Florida 32055 (hereinafter referred to as "City") and GRAHAM & SONS ELECTRIC INC., with a principal address of 723 S.W. Sisters Welcome Road, Lake City, Florida 32025 (hereinafter referred to as "Contractor").

**WHEREAS**, the City requires the installation of safety disconnects on four (4) two hundred (200) horsepower spray field pumps located at the City of Lake City Spray Field, more specifically described herein (hereinafter the "Project"); and

**WHEREAS**, Section 2-178, Code of the City of Lake City, Florida requires a competitive bidding process and a formal contract to be entered when procuring services valued in excess of \$20,000.00; and

**WHEREAS**, the City invited bids through an Invitation to Bid (ITB-007-2022) and the Contractor was selected as the lowest responsible bidder; and

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

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. **Recitals**: The above recitals are all true and accurate and are incorporated herein and made a part of this Contract.
2. **Definitions**: The following definitions of terms associated with this Contract are provided to establish a common understanding between both parties to



this Contract, as to the intended usage, implication, and interpretation of terms pertaining to this Contract:

(a) "CITY" means the City Council of the City of Lake City, Florida, any official of the City, and any employee of the City, who shall be duly authorized to act on the City's behalf relative to this Contract.

(b) "CONTRACT" means the terms, conditions, and covenants expressed herein in addition to all the terms, conditions, and covenants of Invitation to Bid, and its addendum (hereinafter collectively referred to as "ITB-007-2022" or "ITB"), reasonably inferred to the City, and general conditions, all of which are incorporated herein and made an essential part of this agreement between the parties.

(c) "CONTRACTOR" means Graham & Sons Electric, Inc., which has executed this Contract, and which shall be legally obligated, responsible, and liable for providing and performing any and all of the services and work of sub-contractors, required under the covenants, terms, and provisions contained in this Contract and any and all amendments to this Contract.

(d) "SERVICES" means professional services for the installation of safety disconnects on four (4) two hundred (200) horsepower spray field pumps located at the City of Lake City. Specifically, the services and responsibilities listed within the ITB.

(e) "SUB-CONTRACTOR" means any individual or firm offering professional services which are engaged by the Contractor or one of its sub-contractors in providing and performing the professional services, work, and materials for which the Contractor is contractually obligated, responsible, and liable to

provide and perform under this Contract and any and all amendments thereto. The City shall not be a party to, responsible or liable for, or assume any obligation whatsoever for any agreement entered into between the Contractor and any sub-contractor or any sub-sub-contractor.

(f) "PARTIES" means the signatories to this Contract.

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

4. **Term of Contract:** The term of this Contract shall be as follows:

(a) Contractor shall execute this Contract within ten (10) days of the earlier of receipt hereof or the issuance of a Notice of Award; and

(b) All services must be completed within sixty (60) calendar days after the delivery of the necessary equipment.

Any extension shall be contingent upon the availability of funds, satisfactory performance by the Contractor, and approval by the appropriate City representatives. The Contractor shall not commence any work until the Contractor has provided the City's Procurement Department with proof of insurance coverages.

5. **Compensation and Method of Payment:** City agrees to pay the Contractor compensation for its services rendered to the City not to exceed the amount shown in Contractor's Bid which is thirty-six thousand seven hundred fifty dollars and zero cents (\$36,750.00).

The Contractor shall submit periodic invoices to the City upon completion and acceptance of work. Payment to the Contractor will be made in accordance with F.S. 218.70 "Local Government Prompt Payment Act" upon receipt of the invoice, assuming there are no contested amounts with the invoice. Payment of invoices shall

be contingent upon appropriation of funds by the federal, state, or local government and receipt thereof by the City.

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

- (a) Comprehensive commercial general liability insurance coverage as insured the Contractor and City with limits of liability of not less than \$1,000,000.00 per occurrence and \$3,000,000.00 aggregate, for coverage of bodily injury or death to any person or persons, property damage, premises-operations, independent contractors, products, and completed operations; and
- (b) Public liability insurance providing for a limit of not less than \$2,000,000.00 single limit, for bodily injury and property damage combined, for damages arising out of bodily injuries, death or property damage, including the use thereof, in any one occurrence; and
- (c) Protective public liability insurance provided by subcontractors for a limit of not less than \$3,000,000.00 single limit, for bodily injury and property damage combined, for damages arising out of bodily injuries, death or property damage, including the use thereof, in any one occurrence; and
- (d) Comprehensive automobile liability insurance covering all owned, hired, and non-owned vehicles with coverage limits of not less than \$1,000,000.00 per person and \$3,000,000.00 per occurrence for bodily injuries and \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate for property damages; and

(e) Worker's compensation insurance for the benefit of the employees of Contractor, as required by the laws of the State of Florida; and

(f) Professional liability insurance for "errors and omissions" covering as insured the Contractor with not less than \$1,000,000.00 limit of liability.

Providing and maintaining the adequate insurance coverage is a material obligation of the Contractor and is of the essence of the Contract. This Contract does not limit the types of insurance the Contractor may desire to obtain or be required to obtain by law. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability or obligations under the Contract. All insurance policies shall be through Insurers authorized to write policies in Florida. All certificates shall provide that the policy or policies of insurance shall not be changed or canceled until at least ten (10) days prior written notice shall have been given to City. As to insurance other than workers' compensation and professional liability insurance, the coverage shall name City as an additional insured for the City's vicarious liability resulting from the conduct of Contractor and other employed or utilized sub-Contractors in the performance of the services.

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

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

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

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

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

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

10. **Timely Accomplishment of Services and Liquidated Damages**: The timely and expeditious accomplishment and completion by the Contractor of all services provided pursuant to this Contract is of the essence. The Contractor agrees to employ, engage, retain, and assign an adequate number of personnel throughout the period of this Contract so that all services provided pursuant to this Contract will be provided, performed, and completed in a diligent, continuous, expeditious, and timely manner throughout.

Time is of the essence in the Contract and all obligations thereunder. If the Contractor fails to complete the Services within sixty (60) calendar days after delivery of the necessary equipment, the City shall be entitled to retain or recover from the Contractor, as liquidated damages and not as a penalty, the sum of five hundred dollars and zero cents (\$500.00) per calendar day, commencing on the first day following expiration of the contract time and continuing until the actual date of completion. Such liquidated damages are hereby agreed to be a reasonable estimate of damages the City will incur as a result of delayed completion of the Services. The City may deduct liquidated damages as described in this paragraph from any unpaid amounts then or thereafter due the Contractor under this Agreement. Any liquidated damages not so deducted from any unpaid amounts due the Contractor shall be payable to the City at the demand of the City, together with interest from the date of



the demand at the maximum allowable rate.

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

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

13. **Other litigation:** The Contractor shall notify the City of any legal actions filed against it for a violation of any laws, rules, codes ordinances, or licensing requirements within thirty (30) days of the action being filed. The Contractor shall notify the City of any legal actions filed against it by a governmental subdivision or for any claims of sub-Contractors or materialmen. Failure to notify the City of a legal action within thirty (30) days of the action shall be grounds for termination.

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

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

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

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

1. Keep and maintain public records required by the City to perform the services.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this Chapter 119 of Florida Statutes or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City.

If the Contractor considers any portion of any documents, data, or records submitted to the City to be confidential, proprietary, trade secret, or otherwise not subject to disclosure pursuant to Chapter 119, Florida Statutes, the Florida Constitution, or other law, Contractor must

simultaneously provide the City with a separate redacted copy of the information it claims as confidential and briefly describes in writing the grounds for claiming exemption from the public records law, including the specific statutory citation for such exemption. This redacted copy shall contain the Contract name and number, and it shall be clearly titled "Confidential." The redacted copy should only redact those portions of material that the Contractor claim is confidential, proprietary, trade secret, or otherwise not subject to disclosure.

4. Upon completion of the contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

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

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

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

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

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

(d) A termination of this Contract under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. Contractor acknowledges that upon termination of this Contract by the City for a violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year. Contractor further acknowledges that Contractor is liable for any

additional costs incurred by the City as a result of termination of any contract for a violation of this section.

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

16. **Entire Agreement:** Incorporated herein, and made a part hereof, are the Invitation to Bid (ITB-007-2022) and all addendum, and all attachments thereto, and the Contractor's response to the ITB. With those incorporations, this Contract constitutes the entire agreement between City and Contractor and supersedes all prior written or oral understandings. Should any term or condition of the documents referenced within this paragraph be found to conflict with a term or condition of this contract the term or condition of this contract shall prevail and be binding. This Contract may only be amended, supplemented, modified, or canceled by a duly executed written instrument adopted by resolution.

17. **Effective and Binding:** This Contract shall not become effective or binding upon City unless and until the City Council of City shall have authorized the Mayor of the City to execute the same by the adoption of an official resolution.

18. **Execution in Counterparts and Authority to Sign.** This Agreement, any amendments, or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall

have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

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

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Contract as of the day and year first above written.

**CITY OF LAKE CITY, FLORIDA**

By: \_\_\_\_\_  
Stephen M. Witt,  
Mayor

ATTEST:

By: \_\_\_\_\_  
Audrey Sikes, City Clerk

Approved as to form and legality:

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

**GRAHAM & SONS ELECTRIC, INC.**

ATTEST:

By: \_\_\_\_\_  
Denise Graham,  
Director and Secretary

By: \_\_\_\_\_  
Walter Graham, President



## INVITATION TO BID

ITB-007-2022

PROVIDE AND INSTALL SAFETY DISCONNECTS ON (4) FOUR 200  
H.P SPRAY FIELD PUMPS AND RECONNECT EACH PUMP

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

RELEASE DATE: February 9, 2022

DEADLINE FOR QUESTIONS: February 23, 2022

RESPONSE DEADLINE: March 15, 2022, 2:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

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

City of Lake City  
INVITATION TO BID

Provide and Install Safety Disconnects on (4) Four 200 H.P Spray Field  
Pumps and Reconnect Each Pump

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

## 1. INTRODUCTION

### 1.1. Summary

#### INVITATION TO BID

ITB-007-2022

Sealed bids will be accepted by the City of Lake City, Florida until Tuesday, March 15, 2022 at 2:00 pm, local time through the City's e-Procurement Portal, ProcureNow. Any bids received after the above time will not be accepted under any circumstances. Any uncertainty regarding the time a bid is received will be resolved against the Bidder. Bids will not be accepted through any other means. Bid opening will be promptly at 2:15 pm in the City Council Chambers located on the 2nd floor in City Hall, at which time all bids will be publicly opened and read aloud for the purchase and installation of:

Provide and Install Safety Disconnects on (4) Four 200 H.P Spray Field Pumps and Reconnect Each Pump

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

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

All questions must be in writing and directed to the Procurement Director. All questions will be answered in writing. Any answers which may alter the scope of work will be answered in the form of addenda. Any and all addenda must be acknowledged through the City's e-Procurement Portal. Deadline for receiving questions is Wednesday, February 23, 2022 at 4:00 pm. Questions received after this date and time will not be considered.

Bidder may not withdraw his/her bid for a period of sixty (60) days following the opening of the responses.

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

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

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

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

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

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

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

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

CITY OF LAKE CITY, FLORIDA

Paul Dyal

Interim City Manager

## 1.2. [Contact Information](#)

### **Karen Nelmes**

Procurement Director

205 N. Marion Ave

Lake City, FL 32055

Email: [nelmesk@lcfla.com](mailto:nelmesk@lcfla.com)

Phone: [\(386\) 719-5818](tel:(386)719-5818)

### **Department:**

Procurement

### 1.3. [Timeline](#)

<b>Release Project Date</b>	<b>February 9, 2022</b>
<b>Question Submission Deadline</b>	February 23, 2022, 4:00pm
<b>Question Response Deadline</b>	March 2, 2022, 5:00pm
<b>Proposal Submission Deadline</b>	March 15, 2022, 2:00pm

## 2. INSTRUCTION TO BIDDERS

### 2.1. Overview

The City of Lake City is accepting bids for Provide and Install Safety Disconnects on (4) 200 H.P Spray Field Pumps and Reconnect Each Pump at the City of Lake City Spray Field .

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

### 2.2. Submittal Deadline

Bids shall be submitted via the City's e-Procurement Portal, ProcureNow, no later than Tuesday, March 15, 2022 at 2:00 pm. Late proposals shall not be accepted. Bids may not be delivered orally, by fax transmission, or by any other telecommunication or electronic means.

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

### 2.3. Pre-Bid Meeting

There will be no pre-bid meeting associated with this project. However, you may contact Cody Pridgeon at (386)758-5455 to schedule a site visit if need be.

### 2.4. Questions

All questions related to this ITB shall be submitted in writing via the ProcureNow Question/Answer Tab via the [City's e-Procurement portal](#), on or before, Wednesday, March 2, 2022 by 4:00 pm. All questions submitted and answers provided shall be electronically distributed via email to bidders following this solicitation on the City's e-Procurement Portal.

### 2.5. Addenda

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

### 3. SCOPE OF WORK AND RELATED REQUIREMENTS

#### 3.1. General Scope of Work

**Provide and Install Safety Disconnects on (4) 200 H.P Spray Field Pumps and reconnect each pump**

#### 3.2. Specifications

**400 Amp 3 Phase 600 vac Nema 4X Stainless steel enclosure non-fused disconnect.**

**Re-feed motor disconnects with new wire, flexible conduit and connectors.**

**Eaton heavy duty safety switches or equivalent.**

**All labor and equipment for a turn key job.**

#### 3.3. Permitting

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

#### 3.4. Protection of Property/Property Conditions

- A. If property is damaged performing work specified or is removed for the convenience of the work, it shall be repaired or replaced at the expense of the bidder in a manner acceptable to the City of Lake City.
- B. Bidder shall notify the Contract Manager for the City of the work site having pre-existing damage before beginning the work. Failure to do so shall obligate the bidder to make repairs as addressed in this solicitation.
- C. Bidder shall be responsible for securing all work areas to be safe.

#### 3.5. Safety

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

#### 3.6. Employees

- A. Contractor shall be responsible for the appearance of all working personnel assigned to the project. Personnel shall be clean and appropriately dressed at all times. Personnel must wear property identification at all times (company shirts, ID badges, etc.)
- B. All personnel of the Contractor shall be considered to be, at all times, the sole employees of the Contractor, under the Contractor's sole direction, and not an employee or agent of the City of



Lake City. The Contractor shall supply competent and physically capable employees and the City of Lake City may require the Contractor to remove any employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose presence on city property is not in the best interest of the City of Lake City. The City of Lake City shall not have any duty to implement or enforce such requirements.

- C. Contractor shall assign an “on-duty” supervisor who speaks and reads English.
- D. Contractor shall have its employees refrain from the use of tobacco products in the City’s buildings or grounds. Tobacco use will be allowed in designated areas only.
- E. Contractor shall be solely responsible for receiving all materials and equipment at site.

### 3.7. Storage of Materials

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

### 3.8. Disposal of Waste

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

### 3.9. Hours of Work

- A. The successful Contractor will perform installation Monday through Friday from 7:00 AM to 4:00 PM.
- B. Extended working hours may be available upon request and approval by the City of Lake City prior to the commencement of the work specified under this contract.

### 3.10. Warranty

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

performed by persons qualified at their respective trades. Defects discovered during the warranty period shall be corrected by the Contractor to the City of Lake City's satisfaction.

## 4. TERMS AND CONDITIONS

### 4.1. Licenses/Qualifications

All Contractor's must be qualified and licensed under the laws, rules and regulations of the State of Florida and the City of Lake City, Florida to perform the work required by these contract documents. Contractor's qualifications including equipment to be used for this project will be subject to review and approval by the City prior to award.

### 4.2. Insurance

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

### 4.3. Indemnity

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

### 4.4. Liquidated Damages

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

#### 4.5. Schedule

- A. Upon receipt of all required documents a Notice to Proceed will be issued.
- B. The successful Contractor must complete all work within sixty (60) calendar days after delivery of equipment.

#### 4.6. Special Conditions

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

#### 4.7. Contract/Award

- A. The successful Contractor will execute the contract within ten (10) calendar days following issuance of Notice of Award. Upon receipt of required documents, a Notice to Proceed will be issued.
- B. Award shall be made to the most responsive responsible bidder.

#### 4.8. Payment

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

#### 4.9. Or Equal

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

#### 4.10. [Experience/References](#)

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

#### 4.11. [Change Orders](#)

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

#### 4.12. [Addendum](#)

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

#### 4.13. [Required Documents](#)

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

#### 4.14. [Public Entity Crime](#)

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

#### 4.15. [Employment Eligibility Verification \(E-Verify\)](#)

In accordance with State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Verification of Employment Status), in the event performance of this Agreement is or will be funded using state or federal funds, the CONTRACTOR must comply with the Employment Eligibility Verification Program (“E-Verify Program”) developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register,

the CONTRACTOR must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States, except if the CONTRACTOR is a state or local government, the CONTRACTOR may choose to verify only new hires assigned to the Agreement; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include these requirement in certain subcontracts, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

#### 4.16. Public Record

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

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

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

#### 4.17. Payment And Performance Bonds

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

#### 4.18. Additional Information

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



## 5. PRICING PROPOSAL

### PROVIDE AND INSTALL SAFETY DISCONNECTS ON (4) 200 H.P SPRAY FIELD PUMPS AND RECONNECT EACH PUMP

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Provide and Install Safety Disconnects on (4) 200 H.P Spray Field Pumps and Reconnect Each Pump	1	Each		
<b>TOTAL</b>					

## 6. **VENDOR QUESTIONNAIRE**

### 6.1. References\*

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

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

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

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

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

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

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

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

\*Response required

### 6.2. Title and Organization\*

Please provide your title and organization's name.

\*Response required

### 6.3. Local Office\*

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

\*Response required

### 6.4. Principal Office\*

Please provide the city and state for your Principal Office.

\*Response required

### 6.5. Conflict of Interest Statement\*

- A. The above named entity is submitting a Bid for the City of Lake City ITB-007-2022 described as Provide and Install Safety Disconnects on (4) Four 200 H.P Spray Field Pumps and Reconnect Each Pump.
- B. The Affiant has made diligent inquiry and provides the information contained in the Affidavit based upon his/her own knowledge.

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

Please confirm

\*Response required

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

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

*Select all that apply*

Has your firm or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulations or any other regulatory agency or professional association within the last five (5) years?

Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

Has your firm had against it or filed any request for equitable adjustment, contract claims, bid protest, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

None

\*Response required

### 6.7. [Disputes Disclosure Form - Explanation\\*](#)

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

\*Response required

### 6.8. [Disputes Disclosure Form - Acknowledgement\\*](#)

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

Please confirm

\*Response required

### 6.9. [Drug Free Workplace Certificate\\*](#)

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

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

- Makes a good faith effort to continue to maintain a drug free work place through the implementation of the drug free workplace program.

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

Please confirm

\*Response required

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

- A. By submitting a response to this solicitation, the Bidder Acknowledges that he/she is authorized to submit the attached response on behalf of their organization for:  
ITB-007-2022, Provide and Install Safety Disconnects on (4) Four 200 H.P Spray Field Pumps and Reconnect Each Pump;
- B. He/She is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;
- C. Such Proposal is genuine and is not a collusive or sham proposal;
- D. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, connived, or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Proposal in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached proposal or any other Bidder, or to fix any overhead, profit or cost element of the proposal price or the proposal price of any other Bidder, or to secure through any collusion, connivance, or unlawful agreement any advantage against the City of Lake City, Florida or any person interested in the proposed Contract; and;
- E. The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Please confirm

\*Response required

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

ITB-007-2022-Provide and Install Safety Disconnects on (4) Four 200 H.P Spray Field Pumps and Reconnect Each Pump

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

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

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

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

Please confirm

\*Response required

### 6.12. Bidder's Checklist\*

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

Please confirm

\*Response required

### 6.13. Clarifications and Exceptions\*

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

\*Response required

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

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

Please provide your FEIN number here.

\*Response required

#### 6.14.2. *Acknowledgments\**

- A. This sworn statement is submitted with ITB-007-2022.
- B. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to, and directly related to, the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any

other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentations.

C. I understand that “convicted” or “conviction” as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

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

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

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

Please confirm

\*Response required

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

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

*Select all that apply*

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



- The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, or an affiliate of the entity has been charged with, and convicted of a public entity crime subsequent to July 1, 1989, and (Please indicate which additional statement applies - option 3, 4 or 5))
- There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order)
- The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order)
- The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by, or pending with, the Department of General Services)

\*Response required

#### *6.14.4. Required Documents*

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

#### *6.14.5. Describe Action Taken*

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



City of Lake City  
Procurement

Karen Nelmes, CPPB, NIGP-CPP, Procurement Director  
205 N. Marion Ave., Lake City, FL 32055

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**PROPOSAL DOCUMENT REPORT**

ITB No. ITB-007-2022

Provide and Install Safety Disconnects on (4) Four 200 H.P Spray Field Pumps and Reconnect Each Pump

RESPONSE DEADLINE: March 15, 2022 at 2:00 pm

Report Generated: Friday, March 25, 2022

**GRAHAM & SONS ELECTRIC INC Proposal**

**CONTACT INFORMATION**

**Company:**

GRAHAM & SONS ELECTRIC INC

**Email:**

gsewalt@comcast.net

**Contact:**

Walter GRAHAM

**Address:**

723 SW SISTERS WELCOME RD

Ste 101

LAKE CITY, FL 32025

**Phone:**

N/A

**Website:**

N/A

**Submission Date:**

Mar 15, 2022 8:48 AM

**ADDENDA CONFIRMATION**

*No addenda issued*

**QUESTIONNAIRE**

**1. References\***

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

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

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

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

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

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

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

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

1) CITY OF LAKE CITY ,205N.MARION,LAKE CITY FLORIDA,.32055

386-752-2031

MARK WITT witt

m@lcfa.com

30 years

2) CITY OF LAKE CITY ,295 N MARION LAKE CITY FLORIDA .32055

386-752-2031

DAVID DURRANCE durranced@lcfla.com

30 years

3) CITY OF LAKE CITY 205 N MARION LAKE CITY, FLORIDA .32055

386-752-2031

PAUL DYAL dyalp@lcfla.com

10 years

**2. Title and Organization\***

*Pass*

Please provide your title and organization's name.

PRESIDENT - GRAHAM & SONS ELECTRIC INC.

**3. Local Office\***

*Pass*

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

723 SW SISTERS WELCOME RD. LAKE CITY,FLORIDA.32025

**4. Principal Office\***

Please provide the city and state for your Principal Office.

LAKE CITY ,FLORIDA

**5. Conflict of Interest Statement\***

- A. The above named entity is submitting a Bid for the City of Lake City ITB-007-2022 described as Provide and Install Safety Disconnects on (4) Four 200 H.P Spray Field Pumps and Reconnect Each Pump.
- B. The Affiant has made diligent inquiry and provides the information contained in the Affidavit based upon his/her own knowledge.
- C. The Affiant states that only one submittal for the above proposal is being submitted and that the above named entity has no financial interest in other entities submitting proposals for the same project.
- D. Neither the Affiant nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraints of free competitive pricing in connection with the entity's submittal for the above proposal. This statement restricts the discussion of pricing data until the completion of negotiations if necessary and execution of the Contract for this project.
- E. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise ineligible from participation in contract letting by any local, State, or Federal Agency.
- F. Neither the entity nor its affiliates, nor anyone associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
- G. I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with the City of Lake City.
- H. I certify that no member of the entity's ownership or management, or staff has a vested interest in any aspect of the City of lake City.
- I. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above named entity, will immediately notify the City of Lake City.

Confirmed

**6. Disputes Disclosure Form\***

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

None

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

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

N/A

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

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

Confirmed

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

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

- Informs employees about the dangers of drug abuse in the work place, the firm’s policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations.
- Gives each employee engaged in providing commodities or contractual services that are under bid or proposal, a copy of the statement specified above.
- Notifies the employees that as a condition of working on the commodities or contractual services that are under bid or proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, plea of guilty or nolo contendere to, any violation of Chapter 1893, of any controlled substance law of the State of Florida or the United

States, for a violation occurring in the work place, no later than five (5) days after such conviction, and requires employees to sign copies of such written (\*) statement to acknowledge their receipt.

- Imposes a sanction on, or requires the satisfactory participation in, a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
- Makes a good faith effort to continue to maintain a drug free work place through the implementation of the drug free workplace program.

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

Confirmed

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

- A. By submitting a response to this solicitation, the Bidder Acknowledges that he/she is authorized to submit the attached response on behalf of their organization for:  
ITB-007-2022, Provide and Install Safety Disconnects on (4) Four 200 H.P Spray Field Pumps and Reconnect Each Pump;
- B. He/She is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;
- C. Such Proposal is genuine and is not a collusive or sham proposal;
- D. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, connived, or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Proposal in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached proposal or any other Bidder, or to fix any overhead, profit or cost element of the proposal price or the proposal price of any other Bidder, or to secure through any collusion, connivance, or unlawful agreement any advantage against the City of Lake City, Florida or any person interested in the proposed Contract; and;



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

Confirmed

**11. E-Verify Affirmation Statement\***

ITB-007-2022-Provide and Install Safety Disconnects on (4) Four 200 H.P Spray Field Pumps and Reconnect Each Pump

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

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

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

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

Confirmed

**12. Bidder's Checklist\***

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

Confirmed

**13. Clarifications and Exceptions\***

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

N/A

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

FEDERAL IDENTIFICATION NO. (FEID)\*

Please provide your FEIN number here.

59-2708333

#### ACKNOWLEDGMENTS\*

- A. This sworn statement is submitted with ITB-007-2022.
- B. I understand that a “public entity crime” as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to, and directly related to, the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentations.
- C. I understand that “convicted” or “conviction” as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
- D. I understand that an “affiliate” as defined in Paragraph 287.133(1)(a), Florida Statutes means:
  1. A predecessor or successor of a person convicted of a public entity crime; or
  2. an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The Ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A

person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

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

Confirmed

PLEASE INDICATE WHICH STATEMENT APPLIES.\*

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

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

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

There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order)

The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order)

The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by, or pending with, the Department of General Services)

PROPOSAL DOCUMENT REPORT

ITB No. ITB-007-2022

Provide and Install Safety Disconnects on (4) Four 200 H.P Spray Field Pumps and Reconnect Each Pump

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REQUIRED DOCUMENTS

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

No response submitted

DESCRIBE ACTION TAKEN

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

No response submitted

**PRICE TABLES**

**PROVIDE AND INSTALL SAFETY DISCONNECTS ON (4) 200 H.P SPRAY FIELD PUMPS AND RECONNECT EACH PUMP**

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Provide and Install Safety Disconnects on (4) 200 H.P Spray Field Pumps and Reconnect Each Pump	1	Each	\$36,750.00	\$36,750.00
<b>TOTAL</b>					<b>\$36,750.00</b>

**File Attachments for Item:**

16. City Council Resolution No. 2022-035 - A resolution of the City Council of the City of Lake City, Florida, accepting the resignation of Paul Dyal as Interim City Manager; providing for the appointment of Michael D. Williams as Interim City Manager; providing for the addition of Michael D. Williams as an authorized signor of all checks, vouchers, transfers, or disbursements on all bank accounts of the City; and providing for an effective date.

**CITY COUNCIL RESOLUTION NO. 2022-035**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, ACCEPTING THE RESIGNATION OF PAUL DYAL AS INTERIM CITY MANAGER; PROVIDING FOR THE APPOINTMENT OF MICHAEL D. WILLIAMS AS INTERIM CITY MANAGER; PROVIDING FOR THE ADDITION OF MICHAEL D. WILLIAMS AS AN AUTHORIZED SIGNOR OF ALL CHECKS, VOUCHERS, TRANSFERS, OR DISBURSEMENTS ON ALL BANK ACCOUNTS OF THE CITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City Council has procured a corporation to facilitate the recruitment of a full-time executive to permanently fill the City Manager position; and

**WHEREAS**, the City Council appointed Paul Dyal as the interim City Manager through City Council Resolution 2021-194 for a temporary period; and

**WHEREAS**, Paul Dyal served full-time as the Executive Director of Utilities for the City of Lake City, Florida (hereinafter the "City") prior to his appointment to the interim City Manager position; and

**WHEREAS**, Paul Dyal provided the City Council with his desire to resign from the position of interim City Manager and return to the position of Executive Director of Utilities on a full-time basis; and

**WHEREAS**, on March 30, 2022, the City Council accepted the resignation of Paul Dyal as the interim City Manager effective at 7:30 a.m. on April 7, 2022, whereupon Paul Dyal shall return to his previous role as the Executive Director

of Utilities at the same level of benefits he enjoyed prior to the aforementioned appointment; and

**WHEREAS**, the City Council previously appointed Michael D. Williams to serve as the interim City Manager pursuant to City Council Resolution 2021-144, and Williams served as such until his voluntary resignation for non-work-related matters; and

**WHEREAS**, on March 30, 2022, the City Council voted to approve the contingent appointment of Michael D. Williams as the City Manager effective at 7:30 a.m. on April 7, 2022, and contingent upon Williams' acceptance of the position at the same level of benefits he enjoyed at the time his previous appointment ceased; and

**WHEREAS**, past City Managers, Finance Directors, and Assistant City Managers of the City have been authorized to sign all checks, vouchers, or disbursements on all bank accounts of the City, which authorize the disbursement and payment of funds from the City's bank accounts; and

**WHEREAS**, the City Council finds that it is necessary and in the best interest of the City concerning signatories on all checks, vouchers, accounts, or disbursements of the City to remove Paul Dyal and add Michael D. Williams as additional signatories; and

**WHEREAS**, the City Council finds that it is in the best interest of the City to memorialize the appointment of Michael D. Williams as the Interim



City Manager in accordance with the general terms and conditions of the agreement titled *Agreement for Management Services Between the City of Lake City, Florida and Michael D. Williams* (hereinafter the “Agreement”) attached hereto.

**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 resignation of Paul Dyal as the interim City Manager is accepted effective at 7:30 a.m. on April 7, 2022, and immediately thereafter Michael D. Williams shall assume the duties and title of City Manager in accordance with the terms, provisions, and conditions of the Agreement.

**Section 3.** Michael D. Williams shall be authorized as an additional signatory available to sign all checks, vouchers, or disbursements of any kind on all bank accounts of the City which authorize the disbursement and payment of funds from said bank accounts, and Paul Dyal shall be removed as an additional signatory from the same.

The Mayor shall be, and is, authorized to execute for and on behalf of the City the aforementioned Agreement with Michael D. Williams to temporarily serve as City Manager in accordance with the terms, provisions and conditions of the Agreement.

**Section 4.** The Mayor is authorized to execute for and on behalf of the City the Agreement with Michael D. Williams to serve as the interim City Manager in accordance with the terms, provisions, and conditions of the Agreement.

**Section 5.** This Resolution shall take effect immediately upon its adoption.

**PASSED AND ADOPTED** at a meeting of the City Council on the 4<sup>th</sup> day of April 2022.

**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

**AGREEMENT FOR MANAGEMENT SERVICES BETWEEN THE CITY OF LAKE  
CITY, FLORIDA, AND MICHAEL D. WILLIAMS**

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**THIS EMPLOYMENT AGREEMENT** (hereinafter “Agreement” or “agreement”), made and entered into as of the \_\_\_\_ day of April 2022, by and between the City of Lake City, Florida, a municipal corporation, (hereinafter called the “City”) and Michael D. Williams, (hereinafter called “Williams”). City and Williams may be jointly referred to as “Parties”.

A. The City desires to engage Williams for management services related to the interim city manager position in accordance with the terms, conditions, and provisions of this Agreement, and Williams agrees to accept said terms, conditions, and provisions.

B. The City finds and has determined that Williams has the necessary education, training, and experience in management to temporarily serve the City as the interim city manager.

C. The City and Williams find that this Agreement negotiated between the Parties is mutually beneficial to the City, Williams, and the citizens of the City.

**Section 1: Term**

This Agreement shall remain in full force and effect from 7:30 a.m. on April 7, 2022, until terminated by the City or Williams as provided herein. In the event that Williams is terminated, as defined in Section 5 of this Agreement, Williams shall be entitled to all compensation including salary, and as applicable all accrued vacation and sick leave paid in lump sum or in a continuation of salary on the then existing pay period basis, at Williams’ option.

**Section 2: Duties and Authority**

A. Williams shall perform the duties as prescribed in the job description of the city manager as such description is set forth in the City’s charter and ordinances and as may be lawfully assigned by the City.

B. Williams shall employ on behalf of the City all other employees of the City, other than the City Clerk and City Attorney each of which serve at the pleasure of the City Council, consistent with the policies of the City Council and the City’s charter and ordinances.

C. It shall also be the duty of Williams to direct, assign, reassign and evaluate all of the employees of the City consistent with policies, ordinances, city charter, state and federal laws.

D. It shall also be the duty of Williams to organize, reorganize and arrange the staff of the City and to develop and establish internal regulations, rules and procedures which Williams deems necessary for the efficient and effective operation of the City consistent with the lawful directives, policies, ordinances, and state and federal law.

E. It shall also be the duty of Williams to accept all resignations of employees of the City consistent with the policies, ordinances, state and federal law, except Williams's resignation which must be accepted by the City Council.

F. Williams shall perform the duties of interim city manager of the City with reasonable care, diligence, skill, and expertise.

G. All duties assigned to Williams by the City Council shall be appropriate to and consistent with the professional role and responsibility of Williams.

H. Williams or a designee shall attend, and shall be permitted to attend, all meetings of the City Council, both public and closed.

I. The City Council, individually and collectively, shall refer in a timely manner all substantive criticisms, complaints, and suggestions called to their attention to Williams for study and appropriate action.

J. The City Council and Williams anticipate Williams' employment to be temporary until the City Council's appointment of a permanent city manager. Nonetheless, the City Council intends for Williams to have full authority to fulfill the requirements of the interim city manager position.

### **Section 3: Compensation**

The City agrees to compensate Williams at a rate of one hundred twenty thousand dollars and zero cents (\$120,000.00) per annum, which shall be subject to all appropriate federal, state, and other applicable withholdings, and payable in installments at the same time that the other management employees of the City are paid. Any adjustments to the compensation shall

be approved and memorialized by resolution of the city council. Due to the temporary nature of the relationship between the Parties, Williams has requested no benefits in addition to the aforementioned monetary compensation and no additional benefits are offered by the City.

#### **Section 4: General Business Expenses**

A. City agrees to budget and pay for travel and subsistence expenses, pursuant to City ethics and purchasing policies, of Williams for professional and official travel, meetings, and occasions to adequately continue the professional development of Williams and to pursue necessary official functions for the City.

B. The City recognizes that certain expenses of a non-personal but job-related nature are incurred by Williams and agrees to reimburse or to pay said general expenses. Such expenses may include meals where the City's business is being discussed or conducted and participation in social events of various organizations when representing the City. Such expenditures are subject to annual budget constraints as well as state and City ethics and purchasing policies. The finance director is authorized to disburse such moneys upon receipt of duly executed expense or petty cash vouchers, receipts, statements or personal affidavits.

C. Recognizing the importance of constant communication and maximum productivity, the City shall provide Williams, for business use, a laptop computer, software, tablet computer, mobile phone, and use of a City owned vehicle. Upon termination of Williams's employment, the equipment described herein shall be returned to the City immediately.

#### **Section 5: Termination**

For the purpose of this Agreement and due to the temporary nature of this Agreement, termination shall exclude the applicable section of the City Personnel Policies and Procedures Manual, the city charter, ordinances, any other regulations of the City.

A. Termination Without Cause: The City may terminate this Agreement without cause upon seven (7) days written notice. Upon such termination, the City shall be released from any and all further obligation under this Agreement. During this 7-day notice time period, Williams must execute his

duties and responsibilities in accordance with the terms of this Agreement. Williams's obligations under this Agreement shall continue pursuant to the terms and conditions of this Agreement.

B. Automatic Termination due to Death or Disability: If Williams dies or suffers any disability, his employment pursuant to this Agreement shall automatically terminate on the date of his death or disability, as the case may be. The term "disability" shall mean the inability of Williams to perform the essential function(s) of his duties, with or without reasonable accommodations, under this Agreement, because of physical or mental illness or incapacity. In the event of termination of Williams by the City due to death or disability, as defined above, the City will have no further obligation to Williams or his estate under this Agreement.

C. Resignation: Williams shall provide the City a minimum of two (2) weeks written notice for resignation.

D. Upon the termination of this Agreement for any reason, Williams shall return immediately to the City all City property, including training materials, computer equipment, mobile devices, tools, equipment, property, and other records of the City within Williams's possession, custody, or control. Williams shall also provide all logins and passwords related to any online business of the City.

### **Section 6: Hours of Work**

It is recognized that Williams must devote a great deal of time outside the traditional eight (8) hour workday, and to that end Williams shall be allowed to establish an appropriate work schedule. The schedule shall be appropriate to the needs of the City and shall allow Williams to faithfully perform the duties and responsibilities of the interim city manager position.

### **Section 7: Ethical Commitments**

Williams will at all times uphold the tenets of the Code of Ethics for Public Officers and Employees, Part III of Chapter 112, Florida Statutes. Specifically, Williams shall not endorse candidates, make financial contributions, sign or circulate petitions, or participate in fund-raising activities for individuals seeking or holding elected office, nor seek or accept any personal enrichment or profit derived from confidential information or misuse of public time.

## **Section 8: Indemnification**

Beyond that required under Federal, State, or Local Law, the City shall defend, save harmless and indemnify Williams against any obligation to pay money or perform action, including without limitation, any and all losses, damages, judgments, interests, settlements, penalties, fines, court costs and other reasonable costs and expenses of legal proceedings including attorney's fees, and any other liabilities arising from, related to, or connected with any tort, professional liability claim or demand or any other threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, arbitrative or investigation, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Williams's duties as interim city manager or resulting from the exercise of judgment or discretion in connection with the performance of program duties or responsibilities, unless the act or omission involved willful or wanton conduct. Williams may request and the City shall not unreasonably refuse to provide independent legal representation at the City's expense and the City may not unreasonably withhold approval. Legal representation, provided by the City for Williams, shall extend until a final determination of the legal action including any appeals brought by either party. The City shall indemnify Williams against any and all losses, damages, judgments, interest, settlements, penalties, fines, court costs and other reasonable costs and expenses of legal proceedings including attorney's fees, and any other liabilities incurred by, imposed upon, or suffered by such Williams in connection with or resulting from any claim, action, suit, or proceeding, actual or threatened, arising out of or in connection with the performance of his or her duties. Any settlement of any claim must be made with prior approval of the City in order for indemnification, as provided in this Section, to be available.

Williams recognizes that the City shall have the right to compromise and unless Williams is a party to the suit and in such an instance Williams shall have a veto authority over the settlement, settlement of any claim or suit; unless, said compromise or settlement is of a personal nature to Williams. Further, the City agrees to pay all reasonable litigation expenses of Williams throughout the pendency of any litigation to which Williams is a party, witness or advisor to the City. Such expense payments shall continue beyond Williams's service to the City as long as litigation is pending. Further, the City agrees to pay Williams reasonable consulting fees and travel expenses



when Williams serves as a witness, advisor or consultant to the City regarding pending litigation.

**Section 9: Bonding**

The City shall bear the full cost of any fidelity or other bonds required of Williams under any law or ordinance.

**Section 10: Other Terms and Conditions of Employment**

A. The City, only upon written agreement with Williams, shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of Williams, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the City Charter, local ordinances or any other law.

B. Williams, as interim city manager, is exempt from residing within the incorporated area of the City while employed as interim city manager.

**Section 11: Notices**

Notice pursuant to this Agreement shall be provided by hand delivering to the other Party or depositing such in the custody of the United States Postal Service, postage prepaid, and addressed as follows:

CITY: City of Lake City, c/o Mayor, 205 N. Marion Ave., Lake City, FL 32055

WILLIAMS: 9311 SE Hosting Lane, White Springs, FL 32096

Notice shall be deemed given as of the date of personal service or as the date of deposit of such written notice in the course of transmission in the United States Postal Service. Additionally, Notice to Williams may be provided via electronic mail to: [mdw03@windstream.net](mailto:mdw03@windstream.net)

**Section 12: General Provisions**

A. Integration. This Agreement sets forth and establishes the entire understanding between the City and Williams. Any prior discussions or representations by or between the City and Williams that have not been

reduced to writing in this Agreement are rendered null and void. The City and Williams by mutual written agreement may amend any provision of this Agreement during the life of the Agreement. Such amendments shall be incorporated and made a part of this Agreement.

B. Binding Effect. This Agreement shall be binding on the City and Williams as well as their heirs, assigns, executors, personal representatives, and successors in interest.

C. Severability. The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both the City and Williams subsequent to the expungement or judicial modification of the invalid provision.

D. Precedence. In the event of any conflict between the terms, conditions and provisions of this Agreement and the provisions of the City's policies, or the City's ordinance or the City's rules and regulations, or any permissive state or federal law, then, unless otherwise prohibited by law, the terms of this Agreement shall take precedence over contrary provisions of the City's policies, or the City's ordinances, or the City's rules and regulations or any such permissive law during the term of this Agreement.

E. Controlling Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Florida and shall be performed in Columbia County, Florida, unless otherwise provided by law. Sole and exclusive venue for any legal proceedings arising from or as a result of this Agreement shall be a court of competent jurisdiction in Columbia County, Florida.

F. Costs and Attorneys' Fees. The prevailing party in any legal proceedings arising from or as a result of this Agreement shall be entitled to recover its attorneys' fees and costs.

*THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.*

**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the date first written above and each hereby acknowledges receipt of an executed copy of this Agreement.

**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

**MICHAEL D. WILLIAMS**

By: \_\_\_\_\_  
Michael D. Williams

## Sikes, Audrey

---

**From:** Mike Williams <mdw03@windstream.net>  
**Sent:** Sunday, April 3, 2022 6:56 PM  
**To:** Fred Koberlein  
**Cc:** Sikes, Audrey; Alysha Jenkins  
**Subject:** RE: City Manager Agreement

April 3, 2022

Fred and Audrey,

After watching the YouTube video of Wednesday's special meeting. It is apparent that there is strong opposition to me returning as Interim City Manager for the City of Lake City. I agreed to return only to help and assist the City in its time of need. I feel at this time, without the support of the full council and community that it is in both mine and the City's interest that I decline this appointment. I have spent my professional career building a reputation for honest and ethical behavior. I wish the City well during these difficult and troubling times.

Sincerely,

Mike Williams

Sent from [Mail](#) for Windows

---

**From:** [Fred Koberlein](#)  
**Sent:** Wednesday, March 30, 2022 4:36 PM  
**To:** [Mike Williams](#)  
**Cc:** [sikesa](#); [Alysha Jenkins](#)  
**Subject:** City Manager Agreement

Hello Mike,

Attached is a draft of an agreement concerning your engagement with the city. The proposed agreement should closely resemble your last relationship with the city. Please let me know if your thoughts on the proposal as soon as possible.

We intend to add the proposed agreement to the 4/4 agenda of the city council as an add-on.

Have a great day,  
Fred



**Fred Koberlein, Jr.**

**[Board Certified Attorney - City, County & Local Government](#)**

☎ [386.269.9802](tel:386.269.9802) Lake City, FL    ☎ [386.516.2626](tel:386.516.2626) Live Oak, FL  
☎ [352.519.4357](tel:352.519.4357) Gainesville, FL    🏠 [888.908.8699](tel:888.908.8699)



*\*\*\*If the subject of your e-mail is time sensitive please do not assume that my office has received your e-mail and call us to discuss the subject.\*\*\** The information in this e-mail message is legally privileged and confidential information. If you have received this e-mail in error, please delete it from any device/media where the message is stored.