
CITY COUNCIL REGULAR SESSION

CITY OF LAKE CITY

November 01, 2021 at 6:00 PM

Venue: City Hall

AGENDA

The 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 live on our YouTube channel. YouTube channel information is located at the end of this Agenda

Pledge of Allegiance

Invocation - Mayor Stephen Witt

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.

Roll Call

Minutes

- [1.](#) 10-13-2021 Special Called Council Meeting
- [2.](#) 10-18-2021 City Council 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 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.

Appointment of City Council Member for District 14

- [3.](#) City Council Resolution No. 2021-165 - A resolution of the City Council of the City of Lake City, Florida appointing Befafithful Coker as Councilmember of District Fourteen in accordance with the City Charter; and providing an effective date.
4. Swearing in Ceremony Befafithful Coker, City Council District 14

Approval of Consent Agenda

- [5.](#) Permit application from Rotary Club of Lake City to hold the Christmas Parade on Saturday, December 11, 2021, from 4:30 PM until 8:00 PM. The parade will start at 6:00 PM. All supporting documents including certificate of insurance have been provided. In case of inclement weather, the parade will be held on Saturday, December 18, 2021.
- [6.](#) Approve a one-time annual token of appreciation to all City employees in the amount of \$50.00 for part time and those with less than one year of employment and \$100.00 for other full time employees.

Old Business

Ordinances

Open Public Hearing

- [7.](#) City Council Ordinance No. 2021-2200 (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 21-06, by the property owner of said acreage; providing for rezoning from residential, single-family-2 (RSF-2) to commercial, neighborhood (CN) 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 October 4, 2021

Close Hearing

Adopt City Council Ordinance No. 2021-2200 on final reading

Open Public Hearing

- [8.](#) City Council Ordinance No. 2021-2201 (final reading) An ordinance of the City of Lake City, Florida, amending the text of the City of Lake City Land Development Regulations, as amended, pursuant to an application, LDR 21-03, by the City Council, providing for amending Section 3.1.1.3 entitled Planning and Zoning Board; organization, term of office by changing the term of office

from three years to four years; providing for amending Section 3.2.1.3 entitled Board of Adjustment; organization, term of office by changing the term of office from three years to four years; providing severability; repealing all ordinances in conflict; and providing an effective date.

Passed on first reading October 4, 2021

Close Hearing

Adopt City Council Ordinance No. 2021-2201 on final reading

Open Public Hearing

- [9.](#) City Council Ordinance No. 2021-2205 (final reading) An ordinance of the City of Lake City, Florida, pursuant to Petition No. ANX 21-02, relating to voluntary annexation; making findings; annexing certain real property located in Columbia County, Florida, which is reasonable compact, and contiguous to the boundaries of the City of Lake City, Florida, into the boundaries of the City of Lake City, Florida; providing severability; repealing all ordinances in conflict; and providing an effective date. Price Creek.

Passed on first reading October 4, 2021

Close Hearing

Adopt City Council Ordinance No. 2021-2205 on final reading

Open Public Hearing

- [10.](#) City Council Ordinance No. 2021-2207 (final reading) An ordinance of the City of Lake City, Florida, pursuant to Petition No. ANX 21-03, relating to voluntary annexation; making findings; annexing certain real property located in Columbia County, Florida, which is reasonable compact, and contiguous to the boundaries of the City of Lake City, Florida, into the boundaries of the City of Lake City, Florida; providing severability; repealing all ordinances in conflict; and providing an effective date. Georgia Oil.

Passed on first reading October 4, 2021

Close Hearing

Adopt City Council Ordinance No. 2021-2207 on final reading

Other Items

11. City Hall Update (Mike Williams)
12. Memorial Stadium Update (Mike Williams)

13. Discussion and Possible Action - Fire Pension Board Appointee (Mayor Witt)

New BusinessOrdinances

- [14.](#) City Council Ordinance No. 2021-2209 (first reading) - An ordinance of the City of Lake City, Florida; amending the code of the City of Lake City, Florida; providing for amendments to Chapter 70, Article V ("Firefighters' Retirement"); providing for codification; providing for severability; providing for conflicts; and providing for an effective date.

Adopt City Council Ordinance No. 2021-2209 on first reading

Resolutions

- [15.](#) City Council Resolution No. 2021-155 - A resolution of the City Council of the City of Lake City, Florida, authorizing the execution of an agreement with Fred Fox Enterprises, Inc.; providing for grant administration services of a Community Development Block Grant totaling \$750,000.00; providing for the development of an amphitheater at Wilson Park; providing for the payment of a fee not-to-exceed \$49,000.00 for the services; and providing for an effective date.
- [16.](#) City Council Resolution No. 2021-156 - A resolution of the City Council of the City of Lake City, Florida, accepting a bid from Advanced Environmental Laboratories, Inc., related to the recurring analysis of the City's water quality; providing for a contract price not to exceed \$112,753.00; and providing an effective date.
- [17.](#) City Council Resolution No. 2021-157 - A resolution of the City Council of the City of Lake City Florida, authorizing the execution of an addendum to the Gas Services Agreement with the Florida Gas Utility, a public body corporate and politic; providing for the participation in a natural gas pre-pay transaction; and providing for an effective date.
- [18.](#) City Council Resolution No. 2021-158 - A resolution of the City Council of the City of Lake City, Florida authorizing the execution of Task Assignment Number Nineteen to the Continuing Contract with North Florida Professional Services, Inc., a Florida Corporation; providing for engineering services related to the resurfacing of Patterson Street from United States Highway 90 to State Road 100A; providing for the payment for the professional services at a not to exceed cost of \$59,406.00; and providing an effective date.
- [19.](#) City Council Resolution No. 2021-159 - A resolution of the City Council of the City of Lake City, Florida, authorizing the execution of the Collective Bargaining

Agreement with the Florida State Lodge Fraternal Order of Police, Inc.; and providing for an effective date.

- [20.](#) City Council Resolution No. 2021-160 - A resolution of the City Council of the City of Lake City, Florida authorizing the execution of an Interlocal Agreement with Columbia County, Florida; providing for the engagement of the County's building official on an interim basis to act as the City's building official; providing for severability; providing for conflicts; and providing for an effective date.
- [21.](#) City Council Resolution No. 2021-161 - A resolution of the City Council of the City of Lake City, Florida, ratifying the execution and submission of the 2022 Airport Improvement Program pre-application for grant funding to the Federal Aviation Authority; providing for the application of a grant award of up to \$1,822,500.00 in eligible costs associated with the rehabilitation of airport apron pavement and the realignment of Taxiway C at the Lake City Gateway Airport.
- [22.](#) City Council Resolution No. 2021-162 A resolution of the City Council of the City of Lake City, Florida, authorizing the execution of an agreement with Xylem Water Solutions U.S.A., Inc.; providing for updates and the refurbishment of an existing ozone generator at the Price Creek Water treatment facilities; providing for a price not-to-exceed \$124,770.00; providing for an exception to the competitive procurement of the commodity; and providing for an effective date.
- [23.](#) City Council Resolution No. 2021-163 - A resolution of the City Council of the City of Lake City, Florida, authorizing the execution of an agreement with Computers at Work!, Inc., doing business as vTech io, Inc.; providing for the purchase of equipment and software to enhance the Lake City Police Departments network systems and information technology infrastructure; providing for a payment amount not-to-exceed \$102,947.00; and providing for an effective date.
- [24.](#) City Council Resolution No. 2021-164 - A resolution of the City Council of the City of Lake City, Florida, authorizing the execution of the State Highway Lighting Maintenance, and Compensation Agreement with the State of Florida, Department of Transportation; providing for the terms and conditions of maintenance of the state facilities to be maintained by the City; providing for the acceptance of \$158,290.11, for the initial year of the seven year term of the agreement; providing for annual adjustments in compensation; and establishing an effective date.

Other Items

- [25.](#) Discussion and Possible Action - Consider adding new federal holiday Juneteenth, Sunday, June 19, 2022 (observed on Monday, June 22) to the City's Holiday Schedule for 2022.

Note: There have been no changes to the Holiday Schedule as outlined in the Personnel Manual adopted by City Council in Regular Session on October 6, 2014 by City Council Resolution No. 2014-071.

26. Discussion and Possible Action - Selection of a Vice Mayor to fill the remainder of the unexpired annual term in accordance with Section 302 (c) of the City Charter.

Note: Chris Greene - appointed 12/21/2020 to serve for 2021

Melinda Moses - appointed 12/16/2019 to serve for 2020

Eugene Jefferson - appointed 12/3/2018 to serve for 2019

Jake Hill, Jr. - appointed 12/4/2017 to serve for 2018

27. Discussion and Possible Action - Appointment of Planning and Zoning Board and Board of Adjustment Members

Departmental Administration - None

Comments by Council Members

Adjournment

YouTube Chanel Information

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

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

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

File Attachments for Item:

1. 10-13-2021 Special Called Council Meeting

The City Council in and for the citizens of the City of Lake City, Florida, met in Special Session, on October 13, 2021 beginning at 5:00 P.M., in the City Council Chambers, located at City Hall 205 North Marion Avenue, Lake City, Florida. Members of the public also viewed the meeting live on our YouTube Channel.

PLEDGE OF ALLEGIANCE

INVOCATION –Mayor Stephen Witt

ROLL CALL

Mayor/Council Member
City Council

Stephen M. Witt
Jake Hill, Jr.
Eugene Jefferson
C. Todd Sampson
Frederick Koberlein, Jr.
Michael Williams
Chief Argatha Gilmore
Audrey Sikes

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

APPROVAL OF AGENDA

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

PERSONS WISHING TO ADDRESS COUNCIL

Glenel Bowden suggested for candidates to be asked if they are in favor of moving/relocating the confederate monument.

Victoria Coker spoke in support of her mother, Bea Coker for City Council District 14.

Blondell Johnson spoke in support of Bea Coker for City Council District 14 and in support of removing the monument.

Mark Essing read a letter his son, Chris Essing, wrote in support of Bea Coker.

Kim Esterger spoke in support of Bea Coker for City Council District 14.

Annie Hopkins spoke in support of Bea Coker for City Council District 14.

DISCUSSION AND ACTION BY COUNCIL – None

CITY COUNCIL DISTRICT 14 INTERVIEWS

At this time the candidates were interviewed in the following order:

- 1. Ken Bochette

During the interview process, Mr. Bochette withdrew due to ineligibility.

2. Abbie Chasteen
3. Bea Coker
4. Stephen A. Douglas
5. Ricky Jernigan

Candidates were asked the following questions that were provided in advance.

Asked by Mayor Stephen Witt

1. Have you resided in City Council District 14 for the past year?
2. Are you a qualified voter?
3. Do you meet the minimum requirement to be considered for the District 14 City Council vacancy?
4. Please take two minutes to tell us a little bit about yourself and why you are the best candidate for this position.

Asked by Council Member Eugene Jefferson

5. Please tell me about your education and/or skillset you would bring to the City Council.

Asked by Council Member Jake Hill, Jr.

6. Please share with us your knowledge of our community.

Asked by Council Member Todd Sampson

7. Please share what organizations and/or community involvement you are active in.

Asked by Mayor Witt

Are there any additional questions from any member of council on the information you have heard today or on the information provided in the letter of interest?

Do you have any questions of the City Council?

Each candidate was also asked their thoughts on relocating of the monument by Council Member Jake Hill.

DISCUSSION AND ACTION BY COUNCIL

Mr. Hill made a motion to appoint Mr. Jernigan to the City Council District 14 seat. The motion died due to lack of second.

Mr. Jefferson made a motion to appoint Bea Coker to the City Council District 14 seat. The motion died due to lack of second.

Mr. Sampson made a motion to appoint Stephen Douglas, due to his finance background, to the City Council District 14 seat. The motion died due to lack of second.

City Attorney Fred Koberlein provided guidance to the members.

Mayor Witt suggested to rank the candidates.

Mr. Sampson was not in favor of, or want to commit and be held to the ranking process. At this time Mr. Sampson asked members who their second choice would be. Mr. Hill stated Abbie Chasteen. Mr. Jefferson stated Mr. Jernigan. Mayor Witt stated Ms. Coker and Mr. Douglas were his first two choices. Mr. Sampson stated his was Abbie Chasteen.

Members concurred to perform the rankings to see if they could obtain a consensus and the ranking would be non-binding. The Council then ranked the candidates highest to lowest with the number 4 being the highest rank and the number 1 being the lowest rank. Mayor Witt asked Ms. Sikes and Mr. Williams to tabulate the rankings.

Ms. Sikes reported the following:

Chasteen	9 points
Coker	9 points
Douglas	12 points
Jernigan	10 points

Mr. Sampson made a motion to appoint Stephen Douglas to the City Council District 14 seat based on the ranking. Mr. Jefferson seconded the motion. A roll call vote was taken and the motion carried.

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

Mayor Witt reminded Mr. Douglas he would be sworn in on Monday night.

ADJOURNMENT

All matters having been handled, the meeting adjourned at 6:41PM on a motion made and duly seconded.

Stephen M. Witt, Mayor/Council Member

Audrey Sikes, MMC City Clerk

File Attachments for Item:

2. 10-18-2021 City Council Regular Session

The City Council in and for the citizens of the City of Lake City, Florida, met in Regular Session, on October 18, 2021 beginning at 6:00 P.M., in the City Council Chambers, located at City Hall 205 North Marion Avenue, Lake City, Florida. Members of the public also viewed the meeting live on our YouTube Channel.

PLEDGE OF ALLEGIANCE

INVOCATION – Councilman Eugene Jefferson

ROLL CALL

Mayor/Council Member
City Council

Stephen M. Witt
Jake Hill, Jr.
Eugene Jefferson
C. Todd Sampson
Frederick Koberlein, Jr.
Michael Williams
Chief Argatha Gilmore
Audrey Sikes

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

MINUTES

1. October 4, 2021 City Council Workshop
2. October 4, 2021 Regular Session

Mr. Jefferson made a motion to approve the October 4, 2021 City Council Workshop and October 4, 2021 Regular Session minutes as presented. Mr. Hill seconded the motion and the motion carried unanimously on a voice vote.

APPROVAL OF AGENDA

Mayor Witt stated the lawsuit filed regarding Item #3 needed to be added to the agenda. **Mr. Hill made a motion to approve the agenda as amended. Mr. Jefferson seconded the motion and the motion carried unanimously on a voice vote.**

PERSONS WISHING TO ADDRESS COUNCIL

- Glenel Bowden asked Council what their intentions were on the Confederate Monument.
- Sylvester Warren addressed Council on Christmas lights and festivities for Sally Mae Jerry Park and the installation of benches and trash cans for north Marion Street.
- Mr. Hill asked Interim City Manager Michael Williams about the process to get benches and trash cans for north Marion Street.

- Shawn Holmgren addressed Item #15 and stated this should be conducted in a Sunshine meeting. He stated topics such as moving statues and facilities should be discussed in public, and brought to a vote.
- Bea Coker addressed Council and asked them to review the documents she handed out. She asked for the City Attorney to make a recommendation.
- Stew Lilker addressed Council regarding the questions he submitted during the interview process for the District 14 seat, education policy for staff, the consent agenda and restriction of access for taking photos.

APPOINTMENT OF CITY COUNCIL MEMBER FOR DISTRICT 14

3. City Council Resolution No. 2021-154 - A resolution of the City Council of the City of Lake City, Florida appointing Stephen A. Douglas as Council Member of District Fourteen in accordance with the City Charter; and providing an effective date.

City Attorney Fred Koberlein reported a lawsuit had been filed against the City earlier that afternoon titled Befaitful Coker v's City of Lake City Florida City Council. The City has not been served as of yet. He explained the options available to the Council. The City can defend the lawsuit or have another public meeting. Mr. Sampson inquired about a litigation meeting. Mr. Koberlein reported the Council would need to wait until they are served to schedule a litigation session.

Members discussed tabling the item and/or reconsidering the item at a special meeting and/or reconducting the interview the process.

PUBLIC COMMENT: Stew Lilker stated the resolution should be removed, not tabled.

Mr. Hill made a motion to table Item No. 3 and redo the interview process. Mr. Jefferson seconded the motion. A roll call vote was taken and the motion failed.

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

Mr. Koberlein suggested for the members to address Item No. 3 then address the process.

PUBLIC COMMENT: Kim Estergren inquired about inappropriate behavior of Council members towards a candidate for the District 14 seat.

Mr. Sampson made a motion to approve City Council Resolution No. 2021-154. The motion died due to lack of a second.

PUBLIC COMMENT: Anthony Newton spoke in favor of revisiting the appointment.

Mr. Sampson made a motion to table City Council Resolution No. 2021-154 and to discuss further action at the end of the meeting. Mr. Jefferson seconded the motion. A roll call vote was called the motion carried.

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

4. Swearing in Ceremony New Council Member, City Council District 14 – Not applicable

APPROVAL OF CONSENT AGENDA

5. Permit application from Lake City VFW Post #2206 to hold the Veterans Day Parade on Thursday, November 11, 2021 from 10:00 AM until 12:30 PM. All supporting documents including certificate of insurance have been provided.
6. Travel Request - Council Member Jake Hill has requested to attend the 2021 Florida League of Cities Legislative Conference in conjunction with his attendance at the Florida League of Cities Board of Directors Meeting on Thursday, November 4, 2021. The Florida League of Cities Legislative Conference is to be held November 3 - 5, 2021 in Kissimmee, Florida. This is not a budgeted conference. Funds are budgeted to cover the estimated cost of \$210.00 associated with mileage, parking and toll charges for the Board of Directors Meeting. The unbudgeted estimated cost to attend the conference will be approximately \$695.00.

Currently budgeted in the Council Travel accounts 511.30-40 and 511.30-55 are the following: Airport \$2,900; City Council Travel Allowance \$9,000; Florida League of Cities Board Travel Expenses - Hill \$750.00; Florida Black Caucus of Local Elected Officials \$900; Florida League of Cities \$6,150; IEMO Training - Basic and/or Advanced \$2,750.

Mr. Hill made a motion to approve the consent agenda consisting of items 5-6 identified above. Mr. Jefferson seconded the motion and the motion carried unanimously on a voice vote.

PRESENTATIONS

At this time Mayor Witt closed the regular session and opened a public hearing for the purpose of hearing comments on the Community Development Block Grant CV Funding 2020-2021.

7. Corbett Alday, V.P. of Guardian Community Resource Management, Inc. - Community Development Block Grant (CDBG) CV Funding 2020-2021 Second Public Hearing PowerPoint (Richardson Community Center Covid Testing Site)

Mr. Alday gave a PowerPoint presentation on the Community Development Block Grant Covid Funding Program.

PUBLIC COMMENT: Glenel Bowden expressed concern with the ownership of the facility (Richardson Community Center Covid Testing Site).

PUBLIC COMMENT: County Manager David Kraus spoke in support of the project.

At this time Mayor Witt closed the public hearing.

8. City Council Resolution No. 2021-152 - A resolution of the City Council of the City of Lake City, Florida, authorizing the execution of an application to the Florida Department of Economic Opportunity for a Community Development Block Grant; providing for the rehabilitation of the existing Richardson Community Center for the use of Covid testing and vaccinations; providing for consistency with the City's Comprehensive Plan; providing for consistency with the Community Development Plan; and providing for an effective date. **Mr. Jefferson made a motion to adopt City Council Resolution No. 2021-152, authorizing the execution of an application to the Florida Department of Economic Opportunity for a Community Development Block Grant; providing for the rehabilitation of the existing Richardson Community Center for the use of Covid testing and vaccinations; providing for consistency with the City's Comprehensive Plan, and providing for consistency with the Community Development Plan. 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

OLD BUSINESS

Ordinances – None

Resolutions – None

Other Items

9. Discussion and Possible Action - Fire Pension Board Appointee (Mayor Witt)

Mayor Witt reminded members there is still a need for this appointee.

10. Discussion and Possible Action - Lake City Police Department requesting approval to purchase laptops at a cost of \$102,947.00 to bring laptops used by officers into compliance with SmartCop's standards. (Chief Gilmore)

Interim City Manager Michael Williams stated at the last meeting there were two questions presented on this topic: Is this an approved State contract, and what would be the funding source, contingency monies or some other source. In response to those questions, Mr. Williams reported yes, this is an approved State contract, and the City may be able to recover funds later in the year from the Lake City Police Department's budget. He stated an option would be to take from contingency fund and recoup later in the year, all funds, or some of the funds if possible from the Police Department budget. **Mr. Jefferson made a motion to approve the purchase of laptops at a cost of \$102,947.00 to bring laptops used by officers into compliance with SmartCop's standards. The motion identifies contingency as the funding source with a**

stipulation of recouping funds from the Lake City Police Department's budget if funds are available. 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

NEW BUSINESS

Ordinances

11. City Council Ordinance No. 2021-2208 (first and final reading) - An ordinance of the City of Lake City, Florida, extending the moratorium related to the issuance of new business tax receipts that are connected to activities that include electronic simulated gaming promotions or electronic sweepstakes as adopted by Ordinance No. 2021-2189; providing for an extension of ninety (90) days; providing for severability; providing for conflicts; and providing an effective date. **Mr. Jefferson made a motion to adopt City Council Ordinance No. 2021-2208, extending the moratorium related to the issuance of new business tax receipts that are connected to activities that include electronic simulated gaming promotions or electronic sweepstakes as adopted by Ordinance No. 2021-2189, and providing for an extension of ninety (90) days. 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

Resolutions

12. City Council Resolution No. 2021-149 - A resolution of the City Council of the City of Lake City, Florida, authorizing the execution of Task Assignment Number Eight to the Continuing Contract with Jones Edmunds & Associates, Inc., for professional services and assistance with four (4) wastewater improvement projects; providing for the payment for the professional services and assistance at a not to exceed cost of \$403,000.00; and providing an effective date. **Mr. Sampson made a motion to adopt City Council Resolution No. 2021-149, authorizing the execution of Task Assignment Number Eight to the Continuing Contract with Jones Edmunds & Associates, Inc., for professional services and assistance with four (4) wastewater improvement projects, and providing for the payment for the professional services and assistance at a not to exceed cost of \$403,000.00. 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

13. City Council Resolution No. 2021-150 - A resolution of the City Council of the City of Lake City, Florida, authorizing the execution of Task Assignment Number Nine to the Continuing Contract with Jones Edmunds & Associates, Inc., for professional services and assistance with the installation of a twenty-four (24) inch water main from the Price Creek Water Treatment Plant to the North Florida Mega Industrial Park; providing for the payment for the professional services and assistance at a not to exceed cost of \$268,000.00; and providing an effective date. **Mr. Sampson made a motion to adopt City Council Resolution No. 2021-150, authorizing the execution of Task Assignment Number Nine to the Continuing Contract with Jones Edmunds & Associates, Inc., for professional services and assistance with the installation of a twenty-four (24) inch water main from the Price Creek Water Treatment Plant to the North Florida Mega Industrial Park, and providing for the payment for the professional services and assistance at a not to exceed cost of \$268,000.00. 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

14. City Council Resolution No. 2021-153 - A resolution of the City Council of the City of Lake City, Florida, appointing Glenel Bowden to the Board of Trustees of the General City Employee Retirement Plan to serve as Trustee; and providing for an effective date. **Mr. Jefferson made a motion to adopt City Council Resolution No. 2021-153, appointing Glenel Bowden to the Board of Trustees of the General City Employee Retirement Plan to serve as Trustee. 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

Other Items

15. Discussion and Possible Action - Complaint identifying employees and the City Manager. F.S 119.071(2)(k) exempts all information related to employee complaint and investigation.

PUBLIC COMMENT: Glenel Bowden expressed Sunshine concerns.

PUBLIC COMMENT: Shawn Holmgren inquired what this was in reference to.

City Attorney Fred Koberlein reported there was a complaint filed by a City employee. The complaint is alleging a hostile workplace environment involving other employees and the City Manager. Mr. Koberlein stated because this involves a City Charter Officer, the Council should investigate or refer the investigation out to a professional entity.

Mr. Jefferson made a motion to the send the complaint out to Allen, Norton, and Blue to investigate. Mr. Hill seconded the motion.

PUBLIC COMMENT: Glenel Bowden suggested sending this out to bid if the cost was going to be over \$20,000.00.

PUBLIC COMMENT: Stew Lilker asked the Council to reconsider and to conduct its own investigation.

Mr. Hill expressed interest in sending this out for bid to find someone cheaper. Procurement Director Karen Nelmes explained if the amount was over \$20,000.00 it should go out for a formal bid, with a clear scope of work being requested. Mr. Koberlein discussed the challenges of putting this out for formal bids.

A roll call vote was taken and the motion carried.

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

DEPARTMENTAL ADMINISTRATION

Mr. Williams updated Council on Memorial Stadium and stated North Florida Professional Services had begun their work and he should have a report back by the November 1st meeting.

Mr. Koberlein expressed the urgency in working on a Human Resource policy, for evaluating complaints when complaints are brought forward to the City Council when the records are exempt from public disclosure. This will be a policy he will work on with the new Human Resource Director when that position is filled.

COMMENTS BY COUNCIL MEMBERS

Members concurred to set a Special Meeting to select a City Council Member for District 14 to revisit the October 13, 2021 previously filed applications. **Mr. Sampson made a motion to have a Special Meeting on October 26, 2021 at 6:00 PM for the purpose of Discussion and Possible Action by City Council - selecting a City Council Member for District 14 - revisiting of the October 13, 2021 previously filed applications. 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

PUBLIC COMMENT: Stew Lilker asked for clarification of the motion.

PUBLIC COMMENT: Anthony Newton encouraged members to establish a process now.

ADJOURNMENT

All matters having been handled, the meeting adjourned at 7:35 PM on a motion made and duly seconded.

Stephen M. Witt, Mayor/Council Member

Audrey Sikes, MMC City Clerk

File Attachments for Item:

3. City Council Resolution No. 2021-165 - A resolution of the City Council of the City of Lake City, Florida appointing Befaihtful Coker as Councilmember of District Fourteen in accordance with the City Charter; and providing an effective date.

CITY COUNCIL RESOLUTION NO. 2021-165

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA APPOINTING BEFAITHFUL COKER AS COUNCILMEMBER OF DISTRICT FOURTEEN IN ACCORDANCE WITH THE CITY CHARTER; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to the provisions and requirements of the City Charter and all applicable general laws of the State of Florida the City Council of the City of Lake City, Florida (hereinafter the "City") was charged with the selection of a new councilmember to fill the vacancy of the District 14 council seat; and

WHEREAS, the City Council announced the vacancy of the District 14 council seat and received input from qualified voters interested in filling the position; and

WHEREAS, in accordance with the City Charter the City Council evaluated the aforementioned qualified voters and selected Befaihtful Coker to fill the vacancy of the District 14 council seat.

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. Pursuant to the provisions of the City Charter and applicable provisions of the general election laws of the State of Florida, Befaihtful Coker is hereby declared the City Councilmember of the District 14 City Council seat for the remainder of the unexpired term of said council seat.

Section 3. Befaithful Coker shall take office upon taking the required oath of office.

PASSED AND ADOPTED at a meeting of the City Council this ____ day of November 2021.

CITY OF LAKE CITY, FLORIDA

By: _____
Stephen M. Witt, Mayor

ATTEST:

APPROVED AS TO FORM AND
LEGALITY:

By: _____
Audrey E. Sikes, City Clerk

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

File Attachments for Item:

5. Permit application from Rotary Club of Lake City to hold the Christmas Parade on Saturday, December 11, 2021, from 4:30 PM until 8:00 PM. The parade will start at 6:00 PM. All supporting documents including certificate of insurance have been provided. In case of inclement weather, the parade will be held on Saturday, December 18, 2021.

City of Lake City

Darby Pavilion

Special Events

Application

Applicant Information			
Organization/Applicant Name: <u>Rotary Club of Lake City</u>			
What is Event For?: <u>Christmas Parade</u>			
Contact Name: <u>Leslie McDaniel</u>		Phone: <u>386-365-4288</u>	
Address: <u>POB 1095 Lake City FL 32056</u>			
City:	State:	ZIP Code:	
Email: <u>lesliem.mcdaniel@gmail.com</u>			
Facility/Park Requested: <u>N/A</u>		Date of The Event: <u>12-11-21</u>	Time Requested: <u>6pm-8pm</u>
Estimated Attendance			
Darby Pavilion Only			
Alcohol: <input type="checkbox"/> YES <input type="checkbox"/> NO		Set Up Time:	Event Time:
			Clean Up Time:
Parade Information			
Line Up Place and Time: <u>CHS Parking lot 4:30pm</u>		Inclement Weather Date: <u>12/18/21</u>	
Anticipated number of vehicles to be used in the parade: <u>50-60</u>		Parade Start Time: <u>6pm</u>	
Location and desired route (state starting point, route and point of termination. Use the appropriate street names and direction. Attach a map of the parade route.)			
<u>ATTACHED</u>			
Event Information			
Will you be collecting admissions/donations of any type at this event? <u>NO</u>			
Will any items be sold at this event (including food)? <u>NO</u>		What kind?	
Are you having other vendors participate in this event?:		Please list:	
Is this event open to the public?:	What Activities are planned?: <u>N/A</u>	Will tents be used?: <u>NO</u>	
Will bounce houses be used?: <u>NO</u>		Will you be serving food?: <u>NO</u>	

Services Requested (Fees Apply)

Security/Crowd Control Requested?: **YES**

Clean Up Requested?: **NO**

Will you need access to electricity?: **NO** If Yes, will you need 20 30 50 Amp Service (please circle one)

Road/Parking Lot Closure Requested?: **YES** If Yes, please state (using appropriate names) which streets/parking lots are being requested closed; also submit a map showing all road closures or route

ATTACHED

****Please note clean up, electric, and police presence is an additional fee****

Organization Information

Type of Organization (please circle one) **Not for Profit**(must provide 501c3 letter) For Profit Individual

Federal ID#: **59-0570334**

Tax Exempt #

Fee Schedule

Young's Park: \$50.00 daily fee - \$25.00 electricity fee - under 100 people \$100.00 deposit (refundable after event with satisfactory clean up) 100 or more people \$200.00 deposit (refundable after event with satisfactory clean up) - \$1,000,000 Liability Insurance required for events with more than 100 people attending, listing the City as "Additional Insured"

Olustee Park (Gazebo): \$100.00 daily fee - \$25.00 electricity fee - under 100 people \$50.00 deposit (refundable after even with satisfactory clean up) 100 or more people \$100.00 deposit (refundable after event with satisfactory clean up) - \$1,000,000 Liability Insurance required for events with more than 100 people attending listing the City as "Additional Insured"

OLUSTEE PARK IS A PASSIVE PARK RENTED FOR CEREMONIAL EVENTS ONLY SUCH AS, BUT NOT LIMITED TO; WREATHS ACROSS AMERICA, HOMELESS CANDLE VIGIL, NATIONAL DAY OF PRAYER, FALLEN HEROES, WEDDINGS (CEREMONY ONLY) AND OTHER SIMILAR USES

OLUSTEE PARK IS NOT RENTED TO THE PUBLIC DURING THE MONTHS OF NOVEMBER AND DECEMBER

Teen Town: \$40.00 per hour usage fee, \$100.00 deposit -) - \$1,000,000 Liability Insurance required for events with more than 100 people attending, listing the City as "Additional Insured".

Memorial Stadium: \$400.00 per day - \$100.00 per night use of stadium lights - \$200.00 deposit - \$1,000,000 Liability Insurance required listing the City as "Additional Insured".

Rental Guidelines on the above Parks: *NO ALCOHOL PERMITTED ON THE ABOVE LISTED CITY PROPERTIES, *No vehicles allowed in the park, *No tents, poles or signs allowed in the grass area of the parks, *No nails or tape on the gazebo, *All Trash Cans must be emptied by the organizer.

Wilson Park Only

828 NE Lake Desoto Circle

Hours of operation 9am-11pm

Darby Pavilion Only: \$100 daily fee - includes tables and seating for 160 people, trash receptacles, use of restrooms and warming kitchen. - Required Deposits; up to 100 people \$100.00, up to 500 people \$200.00, over 500 people \$300.00 (deposits will be refunded in the form of a check issued by the City of Lake City provided there is no damage or outstanding fees owed) - \$1,000,000 Liability Insurance required "Additional Insured".

**THERE ARE NO WAIVERS OF FEE'S OR DEPOSIT'S FOR NON-PROFIT ORGANIZATIONS
ONLY CITY SPONSORED EVENTS ARE WAIVED FROM FEE'S AND DEPOSITS**

Fire Pit Water Features: includes wood and City Staff to light ~ 10 lighted pits \$200.00 ~ 20 lighted pits \$300.00

Electrician: CITY OF LAKE CITY PERSONNEL ONLY ~ over 110 volts breaker fee \$25.00 per breaker Number Needed?

Extra Security: Security is required for public/private events with 200+ anticipated attendance or if alcohol will be served. All applications are reviewed by the Lake City Police Department and Security determinations are based on recommendations from that department. Fees are based on a \$25.00 per hour (4 hour minimum) per Officer. Security requirements and costs will be negotiated on a case by case basis. Security fees are paid in advance.

Staff Use Only		
Approved (All signatures required for approval)	Deposit Amount: Date Due: <i>[Signature]</i>	Map Attached: D.O.T. Approval: Proof of Insurance:
Denied	Electricity Needed: Electricity Charge:	Road Closures: Parking Lot Closures:
Rental Fee: <i>[Signature]</i>	Total Received: <i>[Signature]</i>	Deposit Returned Date: Amount:
Applicant Signature: <i>[Signature]</i>		Date: 9/21/21
Department Approval		
Public Works Official:	<i>[Signature]</i>	Date: 10/8/21
Police Department Official:	<i>[Signature]</i>	Date: 10/6/21
DOT Release (if applicable)		Date:
City Manager:	<i>[Signature]</i>	Date: 10/7/21
City Council:		Date:
CRA Official:	<i>[Signature]</i>	Date: 10/05/21
Recreation Department Official:	<i>[Signature]</i>	Date: 10/4/21



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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

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

PRODUCER Arthur J. Gallagher Risk Management Services, Inc. 2850 Golf Road Rolling Meadows IL 60008	CONTACT NAME: Ali Sulita PHONE (A/C No, Ext): 1-833-3ROTARY E-MAIL ADDRESS: rotary@ajg.com	FAX (A/C No): 630-285-4062
	INSURER(S) AFFORDING COVERAGE	
INSURED All Active US Rotary Clubs & Districts ATTN: Risk Management Dept. 1560 Sherman Ave. Evanston, IL 60201-3698	INSURER A: Lexington Insurance Company	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 899307648

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Liquor Liability Included GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		Y	015375594	7/1/2021	7/1/2022	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			015375594	7/1/2021	7/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ AGGREGATE \$ \$
	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N	NOT APPLICABLE			<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

The Certificate Holder is included as an additional insured where required by written contract or permit subject to the terms and conditions of the general liability policy, but only to the extent bodily injury or property damage is caused in whole or in part by the acts or omissions of the insured.

CERTIFICATE HOLDER

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

 Project: 2021 Lake City Rotary Christmas Parade

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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CES

Crews Engineering Services, LLC

P.O. BOX 970
LAKE CITY, FL 32056
386.754.4085

BRETT A. CREWS, P.E.

**ROTARY CLUB OF LAKE CITY
CHRISTMAS PARADE**

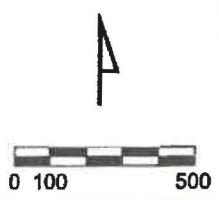
**PARADE ROUTE
NORTH**

CES PROJECT NO.:
2013-052

SHEET:
PR1



END
PARADE ROUTE
FDOT DISTRICT OFFICE



CES

Crews Engineering Services, LLC

P.O. BOX 970
LAKE CITY, FL 32056
386.754.4085

BRETT A. CREWS, P.E.

**ROTARY CLUB OF LAKE CITY
CHRISTMAS PARADE**

**PARADE ROUTE
SOUTH**

CES PROJECT NO.:
2013-052

SHEET:
PR2

File Attachments for Item:

6. Approve a one-time annual token of appreciation to all City employees in the amount of \$50.00 for part time and those with less than one year of employment and \$100.00 for other full time employees.

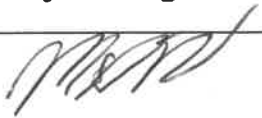
MEETING DATE
November 1, 2021

CITY OF LAKE CITY Report to Council

COUNCIL AGENDA	
SECTION	
ITEM NO.	

SUBJECT: Annual Employee Token of Appreciation

DEPT / OFFICE:

Originator: City Manager		
City Manager Mike Williams 	Department Director N/A	Date 10/20/2021
Recommended Action: Approve a one-time annual token of appreciation to all City employees in the amount of \$50.00 for part time and those with less than one year of employment and \$100.00 for other full time employees.		
Summary Explanation & Background: A nominal level of monetary appreciation customarily provided to employees on an annual basis during December and appropriately in amounts ranging from \$50.00 to \$100.00.		
Alternatives: Lesser or no amount for purpose requested.		
Source of Funds: Annual Budget-Funded Item each Department's Personnel Budget		
Financial Impact: Approximately \$21,000.00		
Exhibits Attached: None		

File Attachments for Item:

7. City Council Ordinance No. 2021-2200 (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 21-06, by the property owner of said acreage; providing for rezoning from residential, single-family-2 (RSF-2) to commercial, neighborhood (CN) 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 October 4, 2021

ORDINANCE NO. 2021-2200

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 21-06, BY THE PROPERTY OWNER OF SAID ACREAGE; PROVIDING FOR REZONING FROM RESIDENTIAL, SINGLE-FAMILY-2 (RSF-2) TO COMMERCIAL, NEIGHBORHOOD (CN) 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 21-06, by Tori Humphries of North Florida Professional Services, as agent for Olivia Rae Investments, Inc., 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 RESIDENTIAL, SINGLE-FAMILY-2 (RSF-2) to COMMERCIAL, NEIGHBORHOOD (CN) on property described, as follows:

A Portion of Parcel No. 05-4S-17-07620-000

A parcel of land lying within Section 5, Township 4 South, Range 17 East, Columbia County, Florida. Being more particularly described, as follows: Lots 4, 5, 12, 13 and 14 of Block 1, of Bardin Terrace, a subdivision, as recorded in the Public Records of Columbia County, Florida, and that parcel lying between the Western right-of-way line of State Road 25A (also known as South Marion Avenue) and the East line of Lots 4 and 5 of Block 1, of Bardin Terrace, a subdivision, as recorded in the Public Records of Columbia County, Florida, and all of that portion of Southwest Bardin Way (formerly known as Bardin Terrace), an abandoned street, lying between Lots 4 and 5 and Lots 12, 13, and 14, Block 1, of Bardin Terrace, a subdivision, as recorded in the Public Records of Columbia County, Florida.

Containing 2.45 acres, more or less.

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

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

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

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

PASSED upon first reading this 7th day of September 2021.

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 October 2021.

Attest:

CITY COUNCIL
CITY OF LAKE CITY, FLORIDA

Audrey Sikes, City Clerk

Stephen M. Witt, Mayor

APPROVED AS TO FORM AND LEGALITY:

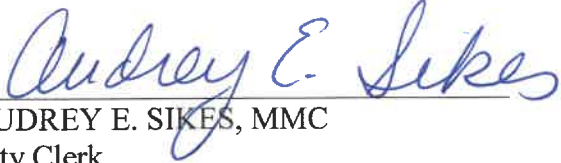
Frederick L. Koberlein Jr., City Attorney

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:

8. City Council Ordinance No. 2021-2201 (final reading) An ordinance of the City of Lake City, Florida, amending the text of the City of Lake City Land Development Regulations, as amended, pursuant to an application, LDR 21-03, by the City Council, providing for amending Section 3.1.1.3 entitled Planning and Zoning Board; organization, term of office by changing the term of office from three years to four years; providing for amending Section 3.2.1.3 entitled Board of Adjustment; organization, term of office by changing the term of office from three years to four years; providing severability; repealing all ordinances in conflict; and providing an effective date.

Passed on first reading October 4, 2021

ORDINANCE NO. 2021-2201

AN ORDINANCE OF THE CITY OF LAKE CITY, FLORIDA, AMENDING THE TEXT OF THE CITY OF LAKE CITY LAND DEVELOPMENT REGULATIONS, AS AMENDED, PURSUANT TO AN APPLICATION, LDR 21-03, BY THE CITY COUNCIL, PROVIDING FOR AMENDING SECTION 3.1.1.3 ENTITLED PLANNING AND ZONING BOARD: ORGANIZATION, TERM OF OFFICE BY CHANGING THE TERM OF OFFICE FROM THREE YEARS TO FOUR YEARS; PROVIDING FOR AMENDING SECTION 3.2.1.3 ENTITLED BOARD OF ADJUSTMENT: ORGANIZATION, TERM OF OFFICE BY CHANGING THE TERM OF OFFICE FROM THREE YEARS TO FOUR YEARS; 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 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, of said application for an amendment, as described below; and

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

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

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

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

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

Section 1. Pursuant to an application, LDR 21-03, by the City Council, to amend the text of the Land Development Regulations, Section 3.1.1.3 entitled Planning and Zoning Board: Organization, Term of Office is hereby amended to read, as follows:

3.1.1.3 Term of Office. The term of office shall be for ~~three (3)~~ four (4) years; provided, however, that of the seven (7) members first appointed to the Planning and Zoning Board at the effective date of these land development regulations two (2) shall be appointed for one year, two (2) shall be appointed for two (2) years, and three (3) shall be appointed for three (3) years, and that all appointments thereafter shall be for four (4) years.

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Section 2. Pursuant to an application, LDR 21-03, by the City Council, to amend the text of the Land Development Regulations, Section 3.2.1.3 entitled Board of Adjustment: Organization, Term of Office is hereby amended to read, as follows:

3.2.1.3 Term of Office. The term of office shall for ~~three (3)~~ ~~four (4)~~ four (4) years; provided, however, that of the seven (7) members first appointed to the Board of Adjustment at the effective date of these land development regulations two (2) shall be appointed for one year, two (2) shall be appointed for two (2) years, and three (3) shall be appointed for three (3) years, and that all appointments thereafter shall be for four (4) years.

Section 3. 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 4. Conflict. All ordinances or portions of ordinances in conflict with this ordinance are hereby repealed to the extent of such conflict.

Section 5. Effective Date. This ordinance shall become effective upon adoption.

Section 6. Authority. This ordinance is adopted pursuant to the authority granted by Section 166.021, Florida Statutes, as amended, and Sections 163.3161, through 163.3215, Florida Statutes, as amended.

PASSED upon first reading this 4th day of October 2021.

PASSED AND DULY ADOPTED, upon second and final reading, in regular session with a quorum present and voting, by the City Council this 1st day of November 2021.

Attest:

CITY COUNCIL
CITY OF LAKE CITY, FLORIDA

Audrey Sikes, City Clerk

Stephen M. Witt, Mayor

APPROVED AS TO FORM AND LEGALITY:

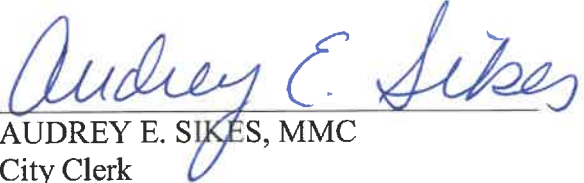
Frederick L. Koberlein Jr., City Attorney

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:

9. City Council Ordinance No. 2021-2205 (final reading) An ordinance of the City of Lake City, Florida, pursuant to Petition No. ANX 21-02, relating to voluntary annexation; making findings; annexing certain real property located in Columbia County, Florida, which is reasonable compact, and contiguous to the boundaries of the City of Lake City, Florida, into the boundaries of the City of Lake City, Florida; providing severability; repealing all ordinances in conflict; and providing an effective date. Price Creek.

Passed on first reading October 4, 2021

ORDINANCE NO. 2021-2205

AN ORDINANCE OF THE CITY OF LAKE CITY, FLORIDA, PURSUANT TO PETITION NO. ANX 21-02, RELATING TO VOLUNTARY ANNEXATION; MAKING FINDINGS; ANNEXING CERTAIN REAL PROPERTY LOCATED IN COLUMBIA COUNTY, FLORIDA, WHICH IS REASONABLY COMPACT, AND CONTIGUOUS TO THE BOUNDARIES OF THE CITY OF LAKE CITY, FLORIDA, INTO THE BOUNDARIES OF THE CITY OF LAKE CITY, FLORIDA; PROVIDING SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE

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

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

Section 1. Pursuant to a petition, ANX 21-02, by Price Creek, LLC, the owner of real property, as described below and depicted on Schedule A: Location Map, attached hereto and incorporated as part of this ordinance, which real property is contiguous to the existing boundaries of the City and is reasonably compact, has petitioned the City to have said real property annexed into the City.

Parcel No. 02-4S-17-07481-003

A parcel of land lying in Section 2 and 11, Township 4 South, Range 17 East, Columbia County, Florida. Being more particularly described, as follows: Commence at the Southwest corner of said Section 2; thence South 00°30'20" West 50.60 feet, along the West line of said Section 11; thence North 89°53'18" East 71.01 feet to the East right-of-way line of County Road 245 (Price Creek Road) for the Point of Beginning; thence North 00°03'43" East 886.66 feet, along the East right-of-way line of said County Road 245 (Price Creek Road); thence North 89°40'56" East 420.21 feet; thence North 00°31'39" West 622.17 feet; thence North 89°41'56" East 328.15 feet; thence South 01°19'19" East 117.78 feet; thence South 88°21'17" East 3,047.22 feet; thence South 02°49'21" West 203.84 feet; thence South 03°48'37" West 955.64 feet; thence North 89°05'56" East 67.70 feet to the Westerly right-of-way line of County Road 245A; thence Southerly, along the arc of a curve to the left of the Westerly right-of-way line of said County Road 245A, having a radius of 2,904.79 feet, an included angle of 01°36'54" for an arc distance of 81.88 feet to the intersection with the South line of said Section 2; thence South 89°05'56" West 968.40 feet, along the South line of said Section 2; thence South 00°13'21" West 50.60 feet; thence South 89°53'18" West 2,801.78 feet to the Point of Beginning.

Containing 110.46 acres, more or less.

Section 2. The City Council of the City of Lake City, Florida, hereinafter referred to as the City Council, finds that the petition bears the signatures of all owners of the real property in the area proposed to be annexed.

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

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

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

Section 6. Annexation. The real property, described in Section 1 above, shall continue to be classified as follows:

RESIDENTIAL, VERY LOW DENSITY (1 dwelling unit per acre) under the land use classifications as designated on the Future Land Use Plan Map of the County Comprehensive Plan and classified as RURAL RESIDENTIAL, RURAL (RR) under the zoning districts as designated on the Official Zoning Atlas of the County Land Development Regulations until otherwise changed or amended by appropriate ordinance of the City.

Section 7. Effective January 1, 2022, all real property lying within the boundaries of the City, as hereby redefined, shall be assessed for payment of municipal ad valorem taxes, and shall be subject to all general and special assessments.

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

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

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

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

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

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

PASSED UPON FIRST READING on the 4th day of October 2021.

PASSED AND DULY ADOPTED UPON SECOND AND FINAL READING, in regular session with a quorum present and voting, by the City Council this 1st day of November 2021.

Attest:

CITY COUNCIL OF THE
CITY OF LAKE CITY, FLORIDA

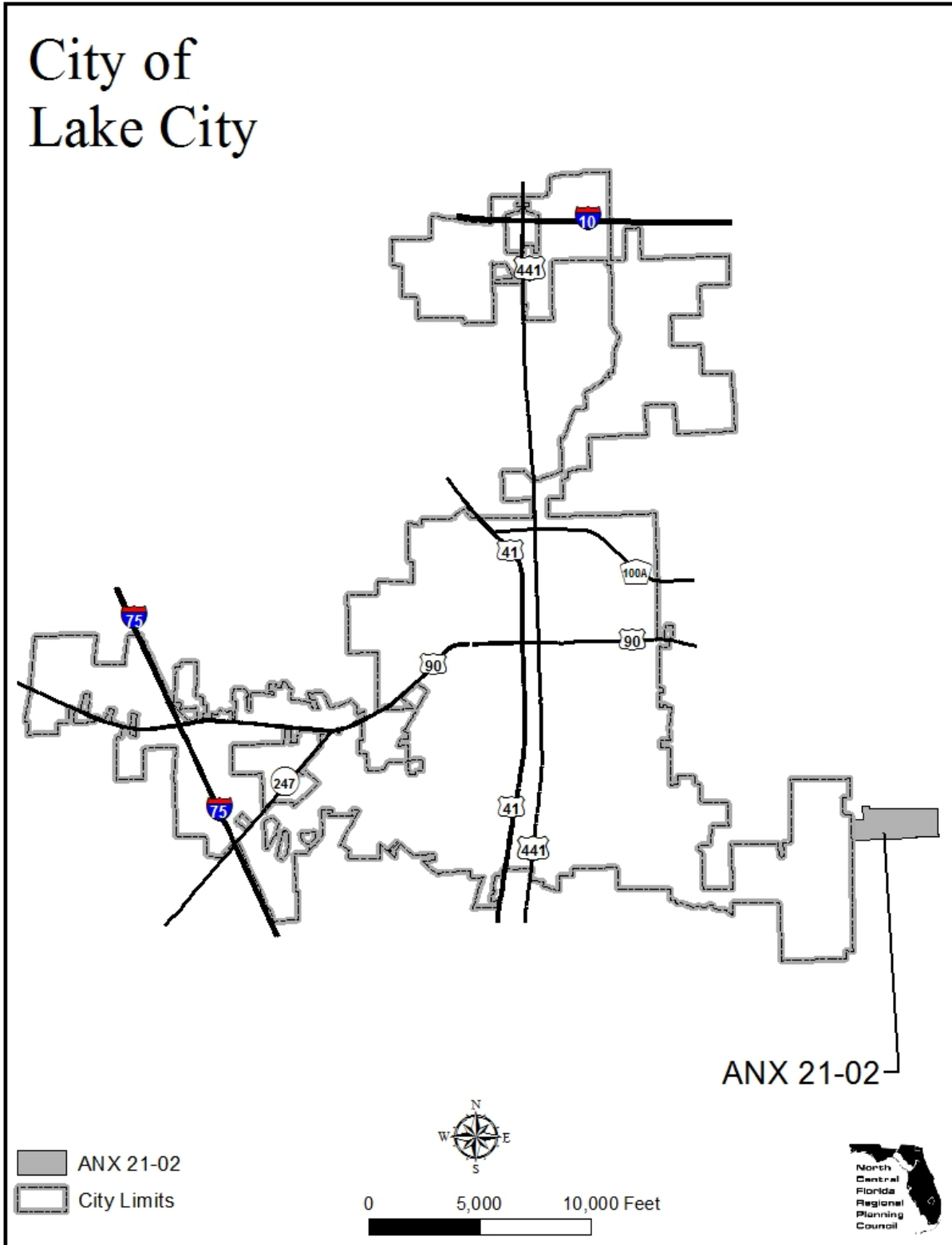
Audrey Sikes, City Clerk

Stephen M. Witt, Mayor

APPROVED AS TO FORM AND LEGALITY:

Fred Koberlein Jr., City Attorney

Schedule A: Location Map

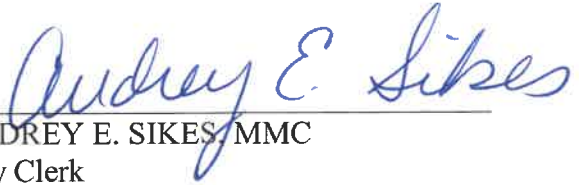


Record of Vote on First Reading

	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:

10. City Council Ordinance No. 2021-2207 (final reading) An ordinance of the City of Lake City, Florida, pursuant to Petition No. ANX 21-03, relating to voluntary annexation; making findings; annexing certain real property located in Columbia County, Florida, which is reasonable compact, and contiguous to the boundaries of the City of Lake City, Florida, into the boundaries of the City of Lake City, Florida; providing severability; repealing all ordinances in conflict; and providing an effective date. Georgia Oil.

Passed on first reading October 4, 2021

ORDINANCE NO. 2021-2207

AN ORDINANCE OF THE CITY OF LAKE CITY, FLORIDA, PURSUANT TO PETITION NO. ANX 21-03, RELATING TO VOLUNTARY ANNEXATION; MAKING FINDINGS; ANNEXING CERTAIN REAL PROPERTY LOCATED IN COLUMBIA COUNTY, FLORIDA, WHICH IS REASONABLY COMPACT, AND CONTIGUOUS TO THE BOUNDARIES OF THE CITY OF LAKE CITY, FLORIDA, INTO THE BOUNDARIES OF THE CITY OF LAKE CITY, FLORIDA; PROVIDING SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE

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

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

Section 1. Pursuant to a petition, ANX 21-03, by Southwest Georgia Oil Company, Inc., the owner of real property, as described below and depicted on Schedule A: Location Map, attached hereto and incorporated as part of this ordinance, which real property is contiguous to the existing boundaries of the City and is reasonably compact, has petitioned the City to have said real property annexed into the City.

A parcel of land lying in Section 8, Township 3 South, Range 17 East, Columbia County, Florida. Being more particularly described, as follows: Commence at the Northwest corner of the East 1/2 of the Southwest 1/4 of said Section 8; thence North 87°51'21" East 90.50 feet, along the Southwest 1/4 of said Section 8 to the centerline of U.S. Highway 441 (State Road 47); thence South 0°39'21" West 1,388.27 feet, along the centerline of said U.S. Highway 441 (State Road 47); thence South 89°20'39" East 100.00 feet to the East right-of-way line of said U.S. Highway 441 (State Road 47) and the Point of Beginning; thence Southerly, along the East right-of-way line of said U.S. Highway 441 (State Road 47), on a curve concave to the left with a radius of 29,547.89 feet, 598.04 feet; thence South 89°12'51" West 50.00 feet; thence Southerly, along the East right-of-way line of said U.S. Highway 441 (State Road 47), a distance of 198.28 feet; thence North 89°14'51" East 679.44 feet; thence North 00°45'09" West 1,182.88 feet to the South right-of-way line of the Southeast Ramp of Interstate Highway 10 (State Road 8); thence South 72°40'21" West 509.35 feet, along the South right-of-way line of the Southeast Ramp of said Interstate Highway 10 (State Road 8) to a point of curve to the left; thence Southwesterly, along said curve to the left with a radius of 180.00 feet, and an arc distance of 226.08 feet to a point of tangent on the East right-of-way line of said U.S. Highway 441 (State Road 47); thence South 0°39'21" West 73.49 feet, along the East right-of-way line of said U.S. Highway 441 (State Road 47) to the Point of Beginning.

Containing 15.77 acres, more or less.

LESS AND EXCEPT

A parcel of land lying in Section 8, Township 3 South, Range 17 East, Columbia County, Florida. Being more particularly described, as follows: Commence at the Northwest corner of the Northeast 1/4 of the Southwest 1/4 of said Section 8; thence North 87°51'21" East 76.50 feet, along the North line of the Southwest 1/4 of said Section 8 to the centerline of U.S. Highway 441 (State Road 47); thence South 00°42'00" West 1,394.45 feet, along the centerline of said U.S. Highway 441 (State Road 47); thence South 89°18'00" East 100.00 feet to a point on the Easterly right-of-way line of said U.S. Highway 441 (State Road 47), said point being a point on a curve concave to the East having a radius of 28,547.89 feet, a central angle of 00°10'55", a chord bearing of South 00°36'33" West and a

chord distance of 90.59 feet; thence Southerly, along the arc of said curve a distance of 90.59 feet to the Point of Beginning; thence South 89°28'55" East 457.66 feet; thence South 02°37'28" West 392.40 feet; thence South 89°43'08" West 440.50 feet to a point on the Easterly right-of-way line of said U.S. Highway 441 (State Road 47), said point being a point on a curve concave to the East having a radius of 28,547.89 feet, a central angle of 00°47'58", a chord bearing of North 00°07'06" East and a chord distance of 398.29 feet; thence Northerly along the arc of said curve a distance of 398.30 feet to the Point of Beginning.

Containing 2.96 acres, more or less.

LESS AND EXCEPT

A parcel of land lying in Section 8, Township 3 South, Range 17 East, Columbia County, Florida. Being more particularly described, as follows: Commence at the Northwest corner of the Northeast 1/4 of the Southwest 1/4 of said Section 8; thence North 87°51'21" East 76.50 feet, along the North line of the Southwest 1/4 of said Section 8 to the centerline of U.S. Highway 441 (State Road 47); thence South 00°42'00" West 1,394.45 feet, along the centerline of said U.S. Highway 441 (State Road 47); thence South 89°18'00" East 100.00 feet to a point on the Easterly right-of-way line of said U.S. Highway 441 (State Road 47), said point being a point on a curve concave to the East having a radius of 28,547.89 feet, a central angle of 00°10'55", a chord bearing of South 00°36'33" West and a chord distance of 90.59 feet; thence Southerly, along the arc of said curve a distance of 90.59 feet; thence South 89°28'55" East 457.66 feet; thence South 02°37'28" West 392.40 feet; thence South 89°43'08" West 42.44 feet; thence South 00°00'24" East 23.03 feet to the Point of Beginning; thence continue South 00°00'24" East 100.20 feet; thence North 89°37'14" East 100.97 feet; thence North 00°30'27" West 100.75 feet; thence South 89°18'32" West 100.30 feet to the Point of Beginning.

Containing 0.23 acre, more or less.

All said lands containing 12.58 acres, more or less.

Section 2. The City Council of the City of Lake City, Florida, hereinafter referred to as the City Council, finds that the petition bears the signatures of all owners of the real property in the area proposed to be annexed.

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

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

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

Section 6. Annexation. The real property, described in Section 1 above, shall continue to be classified as follows:

COMMERCIAL under the land use classifications as designated on the Future Land Use Plan Map of the County Comprehensive Plan and classified as COMMERCIAL, HIGHWAY INTERCHANGE (CHI) under the zoning districts as designated on the Official Zoning Atlas of the County Land Development Regulations until otherwise changed or amended by appropriate ordinance of the City.

Section 7. Effective January 1, 2022, all real property lying within the boundaries of the City, as hereby redefined, shall be assessed for payment of municipal ad valorem taxes, and shall be subject to all general and special assessments.

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

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

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

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

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

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

PASSED UPON FIRST READING on the 4th day of October 2021.

PASSED AND DULY ADOPTED UPON SECOND AND FINAL READING, in regular session with a quorum present and voting, by the City Council this 1st day of November 2021.

Attest:

CITY COUNCIL OF THE
CITY OF LAKE CITY, FLORIDA

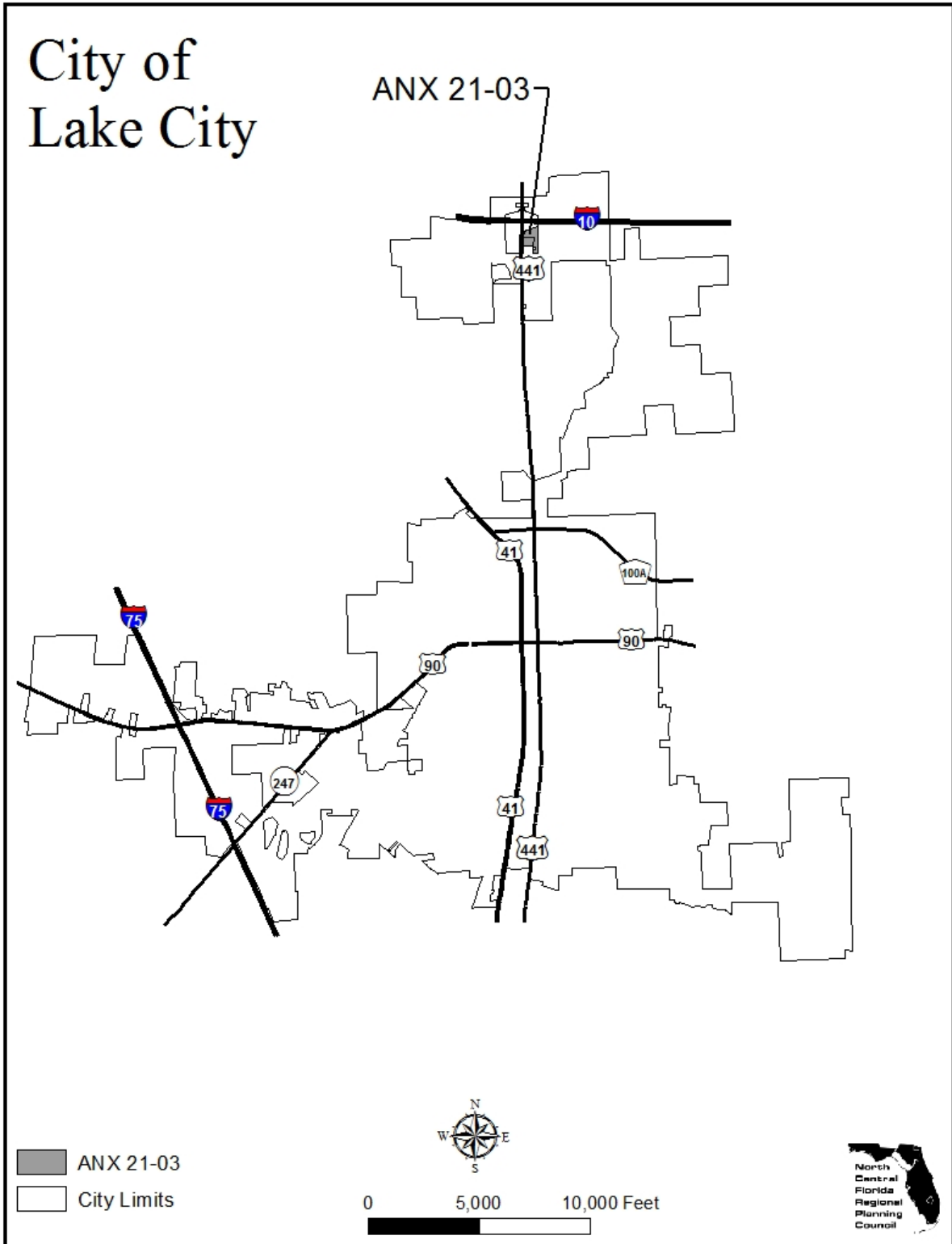
Audrey Sikes, City Clerk

Stephen M. Witt, Mayor

APPROVED AS TO FORM AND LEGALITY:

Fred Koberlein Jr., City Attorney

Schedule A: Location Map



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:

14. City Council Ordinance No. 2021-2209 (first reading) - An ordinance of the City of Lake City, Florida; amending the code of the City of Lake City, Florida; providing for amendments to Chapter 70, Article V ("Firefighters' Retirement"); providing for codification; providing for severability; providing for conflicts; and providing for an effective date.

Adopt City Council Ordinance No. 2021-2209 on first reading

ORDINANCE NO. 2021-2209

AN ORDINANCE OF THE CITY OF LAKE CITY, FLORIDA; AMENDING THE CODE OF THE CITY OF LAKE CITY, FLORIDA; PROVIDING FOR AMENDMENTS TO CHAPTER 70, ARTICLE V (“FIREFIGHTERS’ RETIREMENT”); PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Lake City, Florida (hereinafter the “City”) has created a Firefighters’ Retirement Plan (hereinafter the “Plan”); and

WHEREAS, the Death Benefit contained in the Plan only provides for a death benefit to be paid for ten (10) years; and

WHEREAS, the Board of Trustees of the Plan recommends that the benefit be amended to allow flexibility in the form of payment so long as the value is actuarially equivalent;

WHEREAS, the City Council finds that the adoption of the aforementioned recommendation is in the best interests of the City.

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

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

Section 2. Section 70-126 Service retirement benefits; cost of living adjustment is hereby amended to read as follows (words ~~stricken~~ are deletions; words underlined are additions):

Sec. 70-126. - Service retirement benefits; cost of living adjustment.

- (a) A member may retire on the first day of the month coincident with or next following the date upon which the member completes ten years of credited service and attains age 55 or completes 25 years of credited service and attains age 52. There shall be no mandatory retirement age.
- (b) A normal retirement benefit shall be determined by multiplying two and three quarters percent of final monthly compensation by the number of years of credited service.

(c) The monthly retirement income payable in the event of normal retirement shall be payable on the first day of each month. The first payment shall be made on the member's normal retirement date, or on the first day of the month coincident with or next following his or her actual retirement, if later, and the last payment will be the payment due next preceding his or her death; except that, in the event the member dies after retirement, but before he or she has received retirement benefits for a period of ten years, the same monthly benefit will be paid to the beneficiary (or beneficiaries) as designated by the member for the balance of such ten-year period.

(1) If a member continues in the service of the city beyond his or her normal retirement date and dies prior to his or her date of actual retirement, without an option made pursuant to F.S. § 175.171, being in effect, monthly retirement income payments will be made for a period of ten years to a beneficiary, or beneficiaries, designated by the member as if the member had retired on the date on which his or her death occurred.

(2) In lieu of payments for 10 years, a beneficiary, or beneficiaries, may elect to have the benefits paid on such other actuarial equivalent basis as approved by the Board so long as the benefit is paid in accordance with the required minimum distribution rules of Section 70-130 of this Plan. If there is more than one beneficiary designated, the benefit will be calculated using the age of the youngest recipient to determine the equivalence, if necessary.

(3) If there is no designated beneficiary(ies), one will be determined based on the priority of distribution set forth in Section 70-129 of this Plan.

(d) Early retirement shall be available to a member on the first day of the month coincident with or next following completion of ten years of credited service and attainment of age 50. There shall be an actuarial reduction of three percent for each year of service prior to normal retirement for member's electing an immediate receipt of early retirement benefits. if a member defers receipt of benefits until what would have been normal retirement age, there shall be no actuarial reduction.

(e) The payment of the early retirement income shall be subject to the same conditions as normal retirement income.

(f) In the event a member elects early retirement, the benefit formula in

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effect on the early retirement date shall be applicable to the member.

- (g) In lieu of the amount and form of retirement income payable to the member in the event of normal or early retirement as specified in subsection (c), a member, upon written request to the board of trustees and subject to the approval of the board of trustees, may elect to receive a retirement income or benefit of equivalent actuarial value payable in accordance with one of the options provided for in F.S. § 175.171.

The present value of payments to a retiring member must be equal to at least fifty percent of the total value of payments to a retiring member and designated beneficiary. Election of the retirement option shall be on a form prescribed by the board.

- (1) Ten year certain and life thereafter. A member may elect to receive a reduced life annuity with 120 guaranteed payments. If the member shall die prior to receiving 120 payments, the remaining benefits shall be paid to the beneficiary designated by the member. In the event that no beneficiary has been designated, the member's estate shall be the recipient of the remaining balance of payments. This shall be the normal form of retirement.
- (2) Life annuity. A member may elect to receive an unreduced annuity payable for life. There shall be no guaranteed payment in excess of the accumulated contributions of the member, which contributions shall be paid to the member's estate or designated beneficiary should the member die prior to receiving payments equal to said contributions.
- (3) Joint and last survivor option. A member may elect to receive a benefit for life and to have the benefit (or a designated fraction of the benefit of 50 percent, 66 2/3 percent, 75 percent or 100 percent) continued after the member's death and during the lifetime of a designated survivor. A designated survivor may be any natural person, but need not be the spouse of the member. In the event that the designated survivor dies, or in the case of a spouse, the marriage is dissolved, before the member's benefit payments begin, this option shall be canceled automatically and a retirement income shall be payable to the member as if the election had never been made. A member may, at that time, elect an unreduced life annuity or a ten year certain and life thereafter benefit.
- (4) Other options. The retirees may, by uniform rule, establish any

other optional form of payment, which is the actuarial equivalent of any other form of retirement provided for in this plan, or which optional form of payment is cost neutral to the plan. An interest only option or an option providing guaranteed payments over a period in excess of 20 years or beyond age 85 may not be offered. The board, in its sole discretion, may make a lump sum distribution which is the actuarial equivalent of the monthly benefit if the lump sum is not greater than \$1,750.00.

- (h) A monthly retirement supplement equal to \$5.00 times years of credited service shall be added to the retirement benefit payable to each retired member who retires after he or she has become eligible for normal, early, or disability retirement benefits.
- (i) On October ~~October~~ 1 of each year after a member who is in receipt of a retirement benefit, who retired from active service after becoming eligible for normal, early or disability retirement, and has obtained the age of 60 years, an annual cost of living adjustment of two percent shall be added to such member's annual retirement benefit, excluding the health insurance premium subsidy, payable in monthly installments. Such cost-of-living adjustment shall also be payable to beneficiaries who are receiving payments, commencing on the October 1 following the date the deceased retiree would have attained age 60. For drop participants, this cost-of-living adjustment shall not be applicable until the later of attainment of age 60 or the end of the DROP period.

Section 3. Section 70-129 Death Benefits is hereby amended to read as follows (words ~~stricken~~ are deletions; words underlined are additions):

Sec. 70-129. - Death benefits.

- (a) In the event of the death of a member with less than ten years of service, the member's designated beneficiary shall be paid from the fund an amount equal to the member's accumulated contributions. In the event of a member's death with more than ten years of credited service, the member's designated beneficiary shall receive, at the beneficiary's option, the benefits payable at early or normal retirement date.
- (b) In the event of the death of a retiree, death benefits shall be payable in accordance with the optional form of benefit chosen at the time of retirement.
- (c) If a member fails to designate a beneficiary, or if the beneficiary predeceases the member, and benefits are due as a result of the

Page 4 of 6

member's death, the benefits will be paid in the following order:

- (1) To the spouse;
- (2) If the spouse is not alive, the member's surviving child or children on a pro rata basis;
- (3) If no child is alive, the member's surviving parent or parents on a pro rata basis; or
- (4) If no parent is alive, the estate of the member.

If there is more than one beneficiary designated, the benefit will be calculated using the age of the youngest recipient to determine the equivalence, if necessary.

Section 4. It is the intention of the City Council, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the City of Lake City, that the sections of the Ordinance may be renumbered or relettered to accomplish such intentions; and that the word "Ordinance" shall be changed to "Section" or other appropriate word.

Section 5. If any clause, section, or other part or application of this Ordinance shall be held in any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part or application shall be considered as eliminated and shall not affect the validity of the remaining portions or applications which shall remain in full force and effect.

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

[The remainder of the page has been left blank intentionally.]

Section 7. This Ordinance shall become effective retroactive to September 1, 2021.

PASSED upon first reading the ____ day of _____ 2021.

NOTICE PUBLISHED on the ____ day of _____ 2021.

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

CITY OF LAKE CITY, FLORIDA

By: _____
Stephen M. Witt, Mayor

ATTEST:

APPROVED AS TO FORM AND
LEGALITY:

By: _____
Audrey E. Sikes, City Clerk

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

File Attachments for Item:

15. City Council Resolution No. 2021-155 - A resolution of the City Council of the City of Lake City, Florida, authorizing the execution of an agreement with Fred Fox Enterprises, Inc.; providing for grant administration services of a Community Development Block Grant totaling \$750,000.00; providing for the development of an amphitheater at Wilson Park; providing for the payment of a fee not-to-exceed \$49,000.00 for the services; and providing for an effective date.

CITY COUNCIL RESOLUTION NO. 2021-155

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH FRED FOX ENTERPRISES, INC.; PROVIDING FOR GRANT ADMINISTRATION SERVICES OF A COMMUNITY DEVELOPMENT BLOCK GRANT TOTALING \$750,000.00; PROVIDING FOR THE DEVELOPMENT OF AN AMPHITHEATER AT WILSON PARK; PROVIDING FOR THE PAYMENT OF A FEE NOT-TO-EXCEED \$49,000.00 FOR THE SERVICES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Lake City, Florida (hereinafter the "City") applied and was awarded a grant under the Florida Small Cities Community Development Block Grant Program from the Florida Department of Economic Opportunity; and

WHEREAS, the City desires to contract with an individual or firm for grant administration services for the Community Development Block Grant (hereinafter the "CDBG") as part of DEO Grant in the amount of \$750,000.00 (hereinafter the "Services"); 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 Services competing proposals were solicited and received and the city administration recommends that the Services be awarded to Fred Fox Enterprises, Inc. (hereinafter "Fred Fox"); and

WHEREAS, the City Council finds that it is in the City’s best interest to award the Project to Fred Fox pursuant to and in accordance with the terms, provisions, conditions, and requirements of the *Contract between the City of Lake City, Florida and Fred Fox Enterprises, 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 City Council hereby authorizes and directs the Mayor to execute the attached Contract with Fred Fox Enterprises, Inc.

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 Fred Fox Enterprises, Inc., 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 Fred Fox Enterprises, Inc. 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 November 2021.

CITY OF LAKE CITY, FLORIDA

By: _____
Stephen M. Witt, Mayor

ATTEST:

APPROVED AS TO FORM AND LEGALITY:

By: _____
Audrey E. Sikes, City Clerk

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

**CONTRACT BETWEEN CITY OF LAKE CITY, FLORIDA AND
FRED FOX ENTERPRISES, INC.**

THIS CONTRACT made and entered into this ____ day of November 2021, 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 (herein referred to as "City") and FRED FOX ENTERPRISES, INC., having a mailing address of P.O. Box 840338 Saint Augustine, FL 32080 (herein referred to as "Contractor").

WHEREAS, the City applied and was awarded a grant under the Florida Small Cities Community Development Block Grant Program from the Florida Department of Economic Opportunity for the development of the Wilson Park amphitheater (hereinafter the "Project"); and

WHEREAS, competing proposals were solicited and received and the city administration recommended to the City Council that the Project be awarded to Contractor; and

WHEREAS, the City desires Contractor to provide grant administration services towards the Project; and

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

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

1. **Recitals**: The above recitals are all true and accurate and are incorporated herein and made a part of this Contract.

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

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

(b) "CONTRACT" means the terms, conditions, and covenants expressed herein in addition to those terms, conditions, and of the attached Request for Proposal 028-2021 (hereinafter the "RFP") and its addendum, and any attachments hereto, all of which are available through the City Clerk's Office and made an essential part of this agreement between the parties.

(c) "CONTRACTOR" means Fred Fox Enterprises, 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 or work of sub-contractors, required under the covenants, terms, and provisions contained in this Contract and any and all amendments to this Contract.

(d) "SERVICES" means the grant administration services for the Community Development Block Grant (hereinafter the "CDBG") as part of DEO Grant in the amount of \$750,000.00. Specifically, the services and responsibilities listed within the RFP and attachment hereto.

(e) "SUB-CONTRACTOR" means any individual or firm offering professional services which is engaged by the Contractor or one of its sub-contractors in

providing and performing the professional services, work, and materials for which the Contractor is contractually obligated, responsible, and liable to provide and perform under this Contract and any and all amendments thereto. The City shall not be a party to, responsible, or liable for, or assume any obligation whatsoever for any agreement entered into between the Contractor and any sub-contractor or any sub-sub-contractor.

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

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

4. **Term of Contract:** The term of this Agreement commences on the Effective Date and remains in full force and effect until the Agreement is terminated or extended as provided herein. The Contractor shall not perform 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 the attached fee schedule ("Exhibit A"), which is a total of forty-nine thousand dollars and zero cents (\$49,000.00) and in accordance with the *Local Government Prompt Payment Act*.

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 to the City Procurement Department prior to the commencement of work:

- (a) Comprehensive commercial general liability insurance covering as insured the Contractor and City with limits of liability of not less than \$1,000,000.00 for coverage of bodily injury or death to any person or persons, property damage, premises-operations, independent contractors, products/completed operations; and
- (b) Comprehensive automobile liability insurance covering all owned, hired, and non-owned vehicles with coverage limits of not less than \$300,000.00 per person and \$500,00.00 per occurrence and \$200,00.00 property damages; and
- (c) Worker's compensation insurance for the benefit of the employees of Contractor, as required by the laws of the State of Florida; and
- (d) Professional liability insurance for "errors and omissions" covering as insured the Contractor with not less than \$1,000,000.00 limit of liability.

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

liability resulting from the conduct of Contractor and other employed or utilized sub-Contractors in the performance of the services.

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

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

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

8. **Liability:** The Contractor shall be and agrees to be and remain liable for any and all damages, losses, fees 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.

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

other governmental agencies responsible for regulating and licensing the services provided and performed by Contractor pursuant to this Contract.

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

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

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

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

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

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

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

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

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

1. Keep and maintain public records required by the City to perform the services.

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

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

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

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

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

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

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 Request for Proposal (RFP 028-2021) and all Addendum, and all attachments thereto, and the “Exhibit A” attached hereto. 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 be 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. **Effective Date:** It is agreed by City and Contractor that the effective date is that date first written above.

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

CITY OF LAKE CITY, FLORIDA

By: _____
Stephen M. Witt,
Mayor

Approved as to form and legality:

ATTEST:

By: _____
Audrey Sikes, City Clerk

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

FRED FOX ENTERPRISES, INC.

By: _____
Fred Fox,
President

CITY OF LAKE CITY

**COMMERCIAL REVITALIZATION PROJECT
FEE SCHEDULE**

The fee schedule for the management of the City of Lake City’s CDBG Project in the Commercial Revitalization category would be as follows:

SERVICEAMOUNT

1. **Prepare the Environmental Review**

- Prepare the Environmental Review, including all required mail-outs.
- Prepare the required advertising. \$ 10,000.00

2. **Attendance at the Project Monitoring Visits as well as the Completion of all Required Reports**

- Prepare Project Amendments (Estimate - 2).
- Prepare all required reports for submission by the City
- Prepare all required advertisements.
- Participate in all State Monitoring visits (Estimate - 2).
- Prepare the Preliminary Contract and Final close-out documents for the project. \$8,000.00

3. **Project Administration/Financial Supervisor**

- Create and maintain an independent set of financial records for the project.
- Prepare all Request for Funds for the project for submission by the City.
- Coordinate 504 (handicapped accessibility) requirements with the City.
- Work with the City to carry out required Fair Housing Activities.
- Coordinate with the State on any new program requirements. \$ 14,000.00

4. **Coordination with the Engineer and Contractor**

- Coordinate with the engineer on all Federal and State requirements associated with the project.
- Participate in the Pre-bid conference for the project.
- Obtain the contractor approval from the State.
- Coordinate the Pre-construction conference with the engineer.
- Review contractor package for grant information completion. Insure Notice To Proceed is issued to the contractor. Conduct required Employee Interviews. **CITY OF LAKE CITY**

**COMMERCIAL REVITALIZATION PROJECT
FEE SCHEDULE (cont.)**

SERVICE AMOUNT

- Review and approve contractor payroll requests along with the engineer.
- Review and recommend approval of all change orders as they relate to State contract compliance. \$ 16,000.00

5. **Community Coordination**

- Meet with the Citizen’s Advisory Task Force to keep them updated on the progress of the project.
- Meet with the City Council and City Staff as requested to keep them updated on the progress of the project. \$500.00

6. **Coordination with State Staff**

- Maintain continuous telephone and written coordination with State staff to insure a smooth flow of the project through the state system.
- Walk any required amendments and approvals through the State to insure a quick approval. \$500.00

GRAND TOTAL ----- \$ 49,000.00

REQUEST FOR PROPOSAL

028-2021

GRANT ADMINISTRATOR FOR CDBG PROJECT - WILSON PARK AMPHITHEATER

City of Lake City

205 N. Marion Ave.

Lake City, FL 32055

RELEASE DATE: August 31, 2021

DEADLINE FOR QUESTIONS: September 20, 2021

RESPONSE DEADLINE: September 30, 2021, 2:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

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

City of Lake City
REQUEST FOR PROPOSAL

Grant Administrator for CDBG Project - Wilson Park Amphitheater

- I. The City of Lake City Florida.....
- II. Introduction.....
- III. Instruction to Proposers
- IV. Scope of Work
- V. Format and Content.....
- VI. Evaluation Criteria
- VII. Pricing Proposal
- VIII. Terms and Conditions
- IX. Vendor Questionnaire Attachments:
A - CLC-AMP-FINAL PLAN SET-3.16.2020

1. THE CITY OF LAKE CITY FLORIDA

1.1. Request for Proposal

028-2021

Grant Administrator for CDBG Project - Wilson Park Amphitheater

The City of Lake City, Florida (City) will receive sealed proposals via the City's e-Procurement Portal, ProcureNow, until 2:00 pm, local time, on Thursday, September 30, 2021. Proposals delivered by any other means will not be considered by the Procurement Department. Any proposals received after the above time will not be accepted under any circumstances. Any uncertainty regarding the time will be resolved against the Proposer.

At the time of the proposal opening, only the names of the respondents will be read aloud.

Request for additional information or clarifications shall be submitted in writing via the ProcureNow Question/Answer Tab via the City's e-Procurement portal, on or before, Monday, September 20, 2021 by 3:00 pm. All questions submitted and answers provided shall be electronically distributed via email to proposers following this solicitation on the City's e-Procurement Portal.

It will be the sole responsibility of the Proposer to contact the Procurement Department prior to submitting a response to determine if any addenda have been issued, to obtain such addenda, and to acknowledge addenda must be accessed through ProcureNow.

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.

The City of Lake City reserves the right to reject any or all proposals, to waive any informalities or irregularities in any proposals received, to re-advertise for proposals, or take any similar actions that may be deemed to be in the best interest of the City.

CITY OF LAKE CITY, FLORIDA

Ami Mitchell Fields
Interim City Manager

2. INTRODUCTION

2.1. Summary

The City of Lake City (herein after, "City") has issued this Request for Proposals (hereinafter, "RFP") with the sole purpose and intent of obtaining responses from interested and qualified firms licensed to do business in the State of Florida offering to provide Grant Administration Services to the City of Lake City for the CDBG Project of the Wilson Park Amphitheater Project.

2.2. Background

The City of Lake City is approximately 12.4 square miles in size and serves a population of approximately 12,000. The City of Lake City is an urban city located in Columbia County, Florida, a rural community.

The legislative branch of the City is composed of an elected five-member City Council consisting of the Mayor and four council members. The City Council is governed by the City Charter and by state and local laws and regulations.

The City of Lake City operates under a City Council-City Manager form of government and provides a full range of municipal services including: general government administration, law enforcement and fire protection, community redevelopment, stormwater management, sanitation and solid waste, as well as construction and maintenance of infrastructure, recreational, and other cultural facilities. The City also operates a municipal airport.

2.3. Contact Information

Karen Nelmes

Procurement Director

205 N. Marion Ave

Lake City, FL 32055

Email: nelmesk@lcfla.com

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

Department:

Procurement

2.4. Timeline

The following projected timetable should be used as a working guide for planning purposes only. The City reserves the right to adjust this timetable as required during the course of the RFP process.

Note: Dates are subject to change. TBD = to be determined. NLT = no later than.

Issue RFP Notice	August 31, 2021
Pre-Proposal Meeting (Non-Mandatory)	September 13, 2021, 10:00am https://us02web.zoom.us/j/81565412791
Last Date for Receipt of Written Questions	September 20, 2021, 3:00pm
Question Response Deadline	September 20, 2021, 4:00pm
Addendum Issued (If Applicable)	September 22, 2021

Request for Proposal #028-2021

Title: Grant Administrator for CDBG Project - Wilson Park Amphitheater

Proposal Due Date	September 30, 2021, 2:00pm
Evaluation Committee Meeting	October 12, 2021
Recommendation Presented for Approval	November 1, 2021

3. INSTRUCTION TO PROPOSERS

3.1. Proposal Response

The City of Lake City, Florida (City) will receive sealed proposals via the City's e-Procurement Portal, ProcureNow, until 2:00 pm, local time, on Thursday, September 30, 2021. Proposals delivered by any other means will not be considered by the Procurement Department. Any proposals received after the above time will not be accepted under any circumstances. Any uncertainty regarding the time will be resolved against the Proposer.

3.2. Questions

All questions related to this RFP shall be submitted in writing via the ProcureNow Question/Answer Tab via the City's e-Procurement portal, on or before, Monday, September 20, 2021 by 3:00 pm. All questions submitted and answers provided shall be electronically distributed via email to proposers following this solicitation on the City's e-Procurement Portal. Please include section referenced for each question in order to ensure that questions asked are responded to correctly.

3.3. Method of Source Selection

Each proposal will be reviewed to determine if the proposal is responsive to the RFP. Proposals deemed to be non-responsive will be rejected without being evaluated. A responsive proposal is one which has been signed and submitted by the specified Proposal deadline, and has provided the information required to be submitted with the Proposal. While poor formatting, poor documentation and/or incomplete or unclear information may not be cause to reject a proposal without evaluation, such substandard submissions may adversely impact the evaluation of a Proposal. Respondents who fail to comply with the required and/or desired elements of this RFP do so at their own risk.

The Evaluation Committee shall review all proposals for compliance with the specifications and select a vendor(s) for recommendation.

The City may, as it deems necessary, conduct discussions with responsible proposers determined to be in contention for being selected for award for the purpose of clarification to assure full understanding of, and responsiveness to solicitation requirements. Contingent upon successful ranking of proposals and negotiation of contracts, nothing shall preclude the City from selecting a single, qualified firm to provide both services.

3.4. Pre-Proposal Conference

A pre-proposal conference is not applicable for this solicitation.

3.5. Pre-Proposal Conference

A mandatory pre-proposal conference will be held on Monday, September 13, 2021, commencing promptly at 10:00 am, and will be held: <https://us02web.zoom.us/j/81565412791>.

This pre-proposal conference is denoted as "mandatory", prospective proposers must be present in order to submit a proposal response.

The purpose of the pre-proposal conference is to allow an open forum for discussion and questioning with City staff regarding the RFP with all prospective proposers having an equal opportunity to hear and participate. Oral questions will receive oral responses, neither of which will be official, nor become part of the RFP. Only written responses to written questions will be considered official, and will be included as part of the RFP.

All prospective proposers are strongly encouraged to attend, as, unless requested by the department, this will be the only pre-proposal conference for this solicitation.

3.6. Pre-Proposal Conference

A mandatory pre-proposal conference will be held on Monday, September 13, 2021, commencing promptly at 10:00 am, and will be held: <https://us02web.zoom.us/j/81565412791>. A mandatory site visit will be held immediately following the pre-proposal conference.

This pre-proposal conference is denoted as “mandatory”, prospective proposers must be present in order to submit a proposal response.

The purpose of the pre-proposal conference is to allow an open forum for discussion and questioning with City staff regarding the RFP with all prospective proposers having an equal opportunity to hear and participate. Oral questions will receive oral responses, neither of which will be official, nor become part of the RFP. Only written responses to written questions will be considered official, and will be included as part of the RFP.

All prospective proposers are strongly encouraged to attend, as, unless requested by the department, this will be the only pre-proposal conference for this solicitation.

3.7. Pre-Proposal Conference

A non-mandatory pre-proposal conference will be held on Monday, September 13, 2021, commencing promptly at 10:00 am, and will be held: <https://us02web.zoom.us/j/81565412791>.

The purpose of the pre-proposal conference is to allow an open forum for discussion and questioning with City staff regarding the RFP with all prospective proposers having an equal opportunity to hear and participate. Oral questions will receive oral responses, neither of which will be official, nor become part of the RFP. Only written responses to written questions will be considered official, and will be included as part of the RFP.

All prospective proposers are strongly encouraged to attend, as, unless requested by the department, this will be the only pre-proposal conference for this solicitation.

3.8. Pre-Proposal Conference

A non-mandatory pre-proposal conference will be held on Monday, September 13, 2021, commencing promptly at 10:00 am, and will be held: <https://us02web.zoom.us/j/81565412791>. A non-mandatory site visit will be held immediately following the pre-proposal conference.

The purpose of the pre-proposal conference is to allow an open forum for discussion and questioning with City staff regarding the RFP with all prospective proposers having an equal opportunity to hear and participate. Oral questions will receive oral responses, neither of which will be official, nor become part

of the RFP. Only written responses to written questions will be considered official, and will be included as part of the RFP.

All prospective proposers are strongly encouraged to attend, as, unless requested by the department, this will be the only pre-proposal conference for this solicitation.

3.9. Proposal Due Date

Sealed Proposals must be received via the City's e-Procurement Portal, ProcureNow , no later than 2:00 pm, Local Time, Thursday, September 30, 2021. Proposals received after this date and time will not be considered.

3.10. Public Opening

There is no public opening of the proposals. Only the names of the respondents will be publicly read aloud.

3.11. Public Record

Pursuant to Chapter 119, Florida Statutes, proposals received in response to this Request for Proposal are exempt from disclosure under the provisions of the Public Records Law until such time as an award decision has been made known or within thirty (30) days after the Proposal opening, whichever is earlier.

4. SCOPE OF WORK

4.1. Scope of Work

The City of Lake City intends to undertake a project to be funded under the FY 19 Community Development Block Grant (CDBG) as part of DEO Grant in the amount of \$750,000.00 by the Florida Department of Economic Opportunity (DEO). The City of Lake City is requesting proposals from individuals or firms interested in providing program administration services related to the CDBG - Neighborhood Revitalization. Additional services may be requested of the selected consultant on an ongoing basis to research, make application for funding and manage awarded projects from other public grant or loan sources at the discretion of the City Council.

The project involves construction of an Amphitheater in the Wilson Park located in the City.

Grant Administration Services shall include, but not be limited to: reviewing existing policies to insure grant compliance, developing new policies that are required as part of the grant contracting process, preparing environmental review(s), coordination with all funding agencies, coordination with all agency contact(s), coordinating the drawdown of program funds, tracking and managing program funds in compliance with program guidelines and acceptable accounting practices, providing all required reports and technical assistance, coordinating and attending all DEO monitoring visits, preparing all desktop monitoring packages for review and approval by the City prior to submission to DEO, preparing the grant closeout package, insuring Davis-Bacon and other federal and state record-keeping requirements are met, reviewing change orders and pay requests for compliance with grant requirements, attendance at all pre-bid and pre-construction conferences and providing the engineer and/or architect managing the project with developmental support for the project. Developmental support shall include but not be limited to, providing the project engineer and/or architect, just prior to bidding, with a current list of state approved WBE/MBE firms and the wage decision(s) for the project.

Procurement and contracting for all services shall conform to CDBG guidelines as well as the state and federal regulation including 2 CFR, Part 200. All records shall be maintained in accordance with state and federal CDBG- Neighborhood Revitalization requirements.

The City of Lake City is an Equal Opportunity Employer. MBE/WBE/DBE businesses are encouraged to participate. In the event of a tie, if one of the businesses involved in the tie are minority or female owned, they shall be ranked above the other firm or firms involved in the tie.

In compliance with the Florida Sunshine Amendment and Code of Ethics, the City of Lake City strictly enforces open and fair competition in its RFP's. In accordance with Section 287.133, FS, a person or affiliate who has been placed on the convicted vendor list following conviction for a public entity crime may not submit a proposal on a contract to provide services to a public entity. A public entity crimes statement is required.

During the RFP process, questions or requests for additional information concerning this RFP shall be submitted through the Procurenow site. **The deadline to receive questions is no later than 09/20/2021 at 3:00 pm EST.**

The City of Lake City reserves the right to request clarification of any information submitted by responding firms. The City Council, with suitable basis provided for by law, reserves the right to reject

any and all proposals, and to waive any informalities or irregularities in the proposal process. CDBG and other program contracts, either single or separate as required by each program, are subject to grant awards and release of funds by respective funding agencies.

Consultants shall submit their proposal electronically in the Procurenow site no later than 2:00 p.m. on Thursday, September 30, 2021. No late proposals shall be submitted. Evaluation and selection will occur in accordance with the appropriate requirements at a time and place to be determined. At the discretion of the City, respondents may be asked to give a short presentation/interview as part of the selection process. The City of Lake City supports Equal Opportunity Employment, Fair Housing, Drug Free Workplace and Providing Handicapped Access.

4.2. Criteria

Proposals received for the requested services shall be evaluated separately using the following criteria:

The intent of this RFP is to qualify Respondents based on the Respondent's qualifications using the evaluation criteria above. Responses will be scored based on the criteria herein. The City intends to select the highest-ranking firm as deemed necessary in order to accomplish the goals and objectives established by the City. Only the firm qualified through this RFP process and approved by the City Commission will be invited to negotiate a contract. All submittals of qualifications shall be for principal consultant and may include all sub-consultants. Submittals are to be made for the discipline(s) listed in this RFP. Selection(s) are at the sole discretion of the City.

Evaluation of the responses to this RFP will comply with the specific criteria as follows:

Evaluation Criteria: Maximum Points per Evaluator:

- A. The years of experience of the consultant's staff with administering CDBG Neighborhood Revitalization, Housing Rehabilitation, Commercial Revitalization and Economic Development grants funded through the State of Florida Department of Community Affairs and/or the Florida Department of Economic Opportunity. 20
- B. The experience of the firm's management group with the State of Florida Community Development Block Grant Program 20
- C. The firm's approach to meeting local project needs including an outline of the tasks to be performed and the thoroughness of the approach presented. 20
- D. Number of favorable client reference letters dated 2014 or later provided from other communities. In lieu of a letter of reference, contact and project information may be submitted for entities that have policies prohibiting their issuance of letters of reference. Please note, only one (1) letter per community will be accepted. 20
- E. The quality of the response from the client references provided from other local governments. 15
- F. The fee of proposed fee basis 5

Total Maximum Points Possible: 100

4.3. [RFP Package](#)

All RFP Packages must include the following components:

Section Topic

1 RFP Cover Page

2 Cover Letter

3 Company and Staff Qualifications

4 Related Experience

5 Project Approach

6 Quality and Schedule Control

In order to insure a uniform review process and to obtain the maximum degree of comparability, it is recommended that qualifications be organized in the manner specified as follows:

Section 1: RFP Cover Page

Section 2: Cover Letter

Respondent shall provide a cover letter, not exceeding two (2) pages, which is signed by an officer of the firm who is

responsible for committing the firm's resources.

The cover letter should provide the following:

- Respondent's name, primary contact name, business address, phone number, fax number and e-mail address;
- Name and title of the individual with responsibility for the response and to whom matters regarding this RFP should be directed;
- A brief statement of the respondent's understanding of the services required and qualifications to provide Management of CDBG-DR for Infrastructure Repair Programs;
- A brief company background statement to include, but not limited to, years in business, corporate structure, professional affiliations, and capability of meeting deadlines;
- A brief description of the policies, procedures, and practices respondents have in place to provide for the physical and electronic security of our data centers and other sites where government information will be hosted, accessed, or maintained;
- Identify the primary contact for this contract,
- Other information as the respondent deems appropriate;

Section 3: Company and Staff Qualifications

In this section, respondent shall demonstrate the qualifications of company, staff, and any proposed sub-consultant who may perform any aspect of the scope of services provided herein. In addition, respondent shall provide a brief summary of the overall capabilities of staff and any proposed sub-consultants relative to Small Cities CDBG Administrative Services Projects as outlined in the scope of work. Consultants and/or Sub-Consultants that possess staff and company qualifications in multiple disciplines should provide documentation of all qualifications for each discipline in this section.

- Provide key personnel that may perform work under the award of this contract
- Provide an Organization Chart
- Include a one (1) page resume for each key personnel
- List of Proposed Sub-Consultants (Attachment I)
- Proper and valid licensing to conduct business in the State of Florida
- Current Applicable Department of Professional Regulation License(s)
- Current Applicable Certification(s)

Section 4: Related Experience

In this section, respondent shall provide evidence of performance related to the Grant Administration Services. Consultants and/or Sub-Consultants that possess experience in multiple disciplines should provide documentation of all qualifications for each discipline in the section. In addition, respondents will need to describe any prior engagements in which respondent and/or respondent's sub-consultants assisted a governmental entity in dealings with HUD\CDBG\CDBG-DR Review requirements.

Respondents shall demonstrate a minimum of three (3) years of experience in providing professional Grant

Administration Services; and demonstrate an expert level understanding in working with HUD\CDBG\CDBG-DR.

Section 5: Project Approach

In this section, the Respondent shall provide comprehensive narrative statements that outline the project approach and methodology intended to be employed illustrating how the methodology will serve to accomplish the project goals and objectives. Respondents are encouraged to think outside of normal processes and procedures for delivering the project quicker and less expensive to the City.

Capacity- Provide a detailed description demonstrating the consultants' capacity to handle the needs stated in this RFP; in addition to any current/future workloads. Consultant shall describe how it intends to integrate staff and maintain presence with the City during the duration of the contract.

Section 6: Quality and Schedule Control

In this section, the respondent shall provide a written narrative of the firm's project management methods to establish, monitor, and track quality control methods; including coordination of sub-consultants and the ability to meet schedules in a timely manner.

Project Schedule and Timeline- Provide a fully defined, resource loaded, leveled project schedule/timeline; with all of the tasks and associated effort to deliver the scope of services.

4.4. [Recommendation for Award](#)

Recommendation shall be made to the City Council by City Staff to enter into negotiations with the highest ranked firm as determined by the evaluation committee, with the intention of coming to agreement over terms, conditions, and pricing in order to award a Contract for the services described herein.

4.5. [Evaluation of Responses](#)

All properly submitted Qualification Packages that are determined to be responsive to the requirements of this RFP, shall be evaluated. Each evaluator will receive the submitted Request for Proposal Packages submitted, and an electronic copy of the RFP document with all issued Addenda and Evaluator's Score Sheet. Evaluators shall review and score the submitted, responsive, Request for Proposal Packages individually, with no interaction or communication with any other individual.

City Staff may consider any evidence available regarding financial, technical, other qualifications and abilities of a respondent, including past performance (experience) with the City prior to recommending approval of award to the City Commission.

The City Council reserves the right to reject any or all qualifications, waive minor formalities or award to/negotiate with the firm whose qualifications best serves the interest of the City.

5. FORMAT AND CONTENT

5.1. Preparation

Prepare your Proposal in a clear and concise manner. Ensure that the content of your Proposal submittal is complete. Special attention should be given to the specific information, instructions and requirements of the Request for Proposal document to ensure responsiveness. Proposals that are incomplete or lack key information may be rejected.

5.2. Incurred Expenses

The City is not responsible for any expenses which Proposers may incur in preparing or submitting proposals including presentations and any other expenses called for in this Request for Proposal.

5.3. Proprietary Information

- A. In accordance with Chapter 119 of the Florida Statutes (Public Records Law), and except as may be provided by other applicable State and Federal Law, all Proposers should be aware the Request for Proposal and the responses thereto are in the public domain. Proposers are requested to identify specifically any information contained in their Proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.
A generic notation that information is "confidential" is not sufficient. Failure to provide the Procurement department with a detailed explanation and justification including statutory cites and specific reference to your Proposal detailing what provisions, if any, you believe are exempt from disclosure, may result in your entire Proposal being subject to disclosure in accordance with Chapter 119 of the Florida Statutes
- B. All Proposals received from Proposers in response to this Request for Proposal will become the property of the City of Lake City and will not be returned to the Proposers. In the event of Contract award, all documentation produced as part of the Contract will become the exclusive property of the City.

5.4. Requirements

- A. Proposals will be evaluated based on the information provided in the response. All documents should be 8 1/2 x 11 format and must not be more than 25 pages.
- B. A letter of interest or executive summary, not to exceed three (3) additional pages, may also be included in the proposal. Qualification documents that exceed this length will be considered non responsive and will not be evaluated.
- C. During this process, any intentional omissions, alterations, or false representations will be grounds for rejection of any proposal. Proposals must include a Table of Contents which provides clear identification of the material by section.

5.5. [Delivery of Proposals](#)

Proposals shall be submitted via the City's e-Procurement Portal. All Proposals submitted must be received in the Procurement Department by the time specified in this solicitation. It is the sole responsibility of the Proposer to ensure that Proposals are received by the due date and time. The City shall not be responsible for delays caused by any occurrence. Proposals received following the Proposal Due Date will not be considered.

5.6. [Evaluation Criteria](#)

An Evaluation Committee will be established to review all responsive Proposals. Proposers submitting Proposals deemed to be reasonably acceptable to be selected will be evaluated using the evaluation criteria set forth herein. The information that will be considered and relative scoring for each criterion is identified in the "[Evaluation Criteria](#)" section of the solicitation.

The scoring mechanism will be used by individual Evaluation Committee members to rank firms. Ranks from all Evaluation Committee members will then be summed for each Proposer in order to establish the overall rank order.

5.7. [Proposal Evaluation Committee and Evaluation Process](#)

A. Evaluation Committee

An Evaluation Committee (hereinafter referred to as "the Committee") consisting of at least three (3) members will be established to review, discuss, and evaluate all responsive Proposals submitted in response to this Request for Proposals (RFP). The Committee shall conduct a preliminary evaluation of all Proposals on the basis of the information provided and evaluation criteria as set forth in this Request for Proposal.

B. Presentations

The Committee reserves the right to require oral presentations from any or all responsive and responsible Proposers who submit Proposals determined to be reasonably acceptable of being selected for award. Discussions may be conducted for the purpose of clarification and to assure full understanding of, and responsiveness to, the solicitation requirements. The City will not be liable for any costs incurred by the Proposer in connection with such interviews, presentations, or negotiations (i.e., travel, accommodations, etc.).

C. Award without Presentations

The City may evaluate and award a Contract based on responses to this Request for Proposal without discussions or oral presentations. Therefore, each response to this RFP should contain the Proposer's best terms and conditions for consideration.

D. Ranking

The Committee will evaluate and rank the Proposers as set forth in the preceding section entitled "Evaluation Criteria" and submit the proposed rank order to the Director of Procurement.

E. Authority to Award

Contracts negotiated as a result of this RFP will be presented to City Council for final award.

F. Reserved Rights

1. The City, at its sole and absolute discretion, reserves the right to reject any and all, or parts of any and all proposals, to re-advertise this solicitation, postpone or cancel, at any time, this solicitation process, or to waive minor irregularities and informalities in this RFP or in the proposals received as a result of this RFP.
2. CDBG and other program contracts, either single or separate as required by each program , are subject to grant awards and release of funds by respective funding agencies. The City does not guarantee the award of any Contract as a result of this solicitation process.

6. EVALUATION CRITERIA

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	<p>The Staff's number of years of experience with administering projects through the Florida Small Cities CDBG program</p> <p>20 years or more = 20 points 15 to 19 years = 15 points 10 to 14 years = 10 points 5 to 10 years = 5 points Less than 5 years = 0 points</p>	Points Based	20 (20% of Total)
2.	<p>The number of years of experience of the firm's management group with the Florida Small Cities CDBG program.</p> <p>20 years or more = 20 points 15 to 19 years = 15 points 10 to 14 years = 10 points 5 to 10 years = 5 points Less than 5 years = 0 points</p>	Points Based	20 (20% of Total)
3.	<p>Proposed approach to administration of the grant including an outline of the proposed tasks to be performed and the thoroughness of the approach presented</p> <p>Excellent - 20 points Good - 15 points Fair - 10 points Poor - 0 points</p>	Points Based	20 (20% of Total)
4.	<p>Number of favorable client references provided from other communities. Only one (1) letter (dated 2011 or later) per community will be accepted for points.</p> <p>25 or more -20 points 20 to 24 - 15 points 10 to 19 - 10 points 5 to 9 - 5 points Less than 5 - 0 points</p>	Points Based	20 (20% of Total)
5.	<p>The quality of the response from the client references provided from other communities</p> <p>Excellent - 15 points Good - 10 points Fair - 5 points Poor - 0 points</p>	Points Based	15 (15% of Total)
6.	<p>Fee or proposed fee basis</p> <p>Lowest fee - 5 points Next Lowest - 4 points Next Lowest - 3 points Next Lowest - 2 points Next Lowest Fee - 1 point</p>	Points Based	5 (5% of Total)

7. PRICING PROPOSAL

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Fee or proposed fee basis	1	lump sum		
TOTAL					

8. TERMS AND CONDITIONS

8.1. [CDBG Guidelines](#)

Procurement and contracting for all services shall conform to CDBG guidelines as well as the state and federal regulation including 2 CFR, Part 200. All records shall be maintained in accordance with state and federal CDBG requirements.

8.2. [Contract Award](#)

An award, if made, will be made to the best overall proposer(s) whose proposal is most advantageous to the City, taking into consideration the evaluation factors set forth in this RFP.

8.3. [Questions Regarding the Solicitation or Proposal Process](#)

To ensure fair consideration for all Proposers, the City prohibits communication to or with any officer, elected official (including the Mayor and City Council), department, division, office or employee of the City, and any Evaluation Committee members during the solicitation process from the date of issuance of the RFP through award, except as provided below.

All communications relating to this RFP between Proposer (or anyone on Proposer's behalf) and the City must be made through the Procurement Department. Any communications in violation of this provision may be grounds for disqualifying the offending Proposer from consideration for award of the Proposal and/or any future Proposal.

Any questions relative to interpretation of the solicitation or the Proposal process shall be submitted via the City's e-Procurement Portal. Questions must be received by the Procurement Department on or before the cut-off date for questions as specified in the Proposal Schedule. Questions received after the cut-off date as specified in the Proposal Schedule will not be considered.

Any interpretation made to prospective Proposers will be answered through the City's e-Procurement Portal or expressed in the form of an addendum to the solicitation which, if issued, will be conveyed in writing to all persons on record as following this RFP, no later than five (5) days prior to the date set for receipt of Proposals. Oral answers will not be authoritative.

It will be the responsibility of the Proposer to acknowledge and confirm receipt of all addenda in the City's e-Procurement Portal.

8.4. [Additional Information](#)

The City reserves the right to request that the Proposer provide additional information it deems necessary to evaluate, clarify, or substantiate any area contained in each submitted Proposal and to more fully meet the needs of the City.

8.5. [Addendum to Request for Proposals](#)

If it becomes necessary to revise or amend any part of this Request for Proposal before the Proposal due date, the Procurement Department will furnish the revision by written Addendum.

8.6. Execution of Contract

Unless such time is extended by the City, the successful Proposer shall, within ten (10) calendar days after Notice of Award is issued by the City of Lake City, Procurement Department, sign and enter into a Contract with the City, and shall simultaneously provide any required bonds, indemnities and insurance certificates.

Failure to comply with the established deadline for submittal of required documents may be grounds for cancellation of the award.

8.7. Proposer's Guarantee

By submitting a Proposal, a Proposer warrants that no one was paid a fee, commission, gift, or other consideration contingent upon receipt of an award for the services and/or supplies specified herein.

8.8. Indemnification

The Respondent agrees to indemnify and hold the City harmless for any and all claims, liability, losses and causes of action which may arise out of its fulfillment of the contract awarded pursuant to this RFP. It agrees to pay all claims and losses, including related court costs and reasonable attorneys' fees, and shall defend all suits filed due to the negligent acts, error or omissions or Respondent employees and/or agents In the event the completion of a project awarded pursuant to this RFP(to include the work of others) is delayed or suspended as a result of the Respondent's failure to purchase or maintain the required insurance, the Respondent shall indemnify the City from any and all increased expenses resulting from such delay.

8.9. Insurance Requirements

The Proposer will be required to furnish evidence of the following insurance coverage by a licensed Florida Company.

- A. Without limiting Proposer's indemnification, it is agreed that the successful Proposer 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 Proposer'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.
 1. Professional liability insurance to provide coverage of not less than one million dollars (\$1,000,000).
 2. Workers' compensation insurance to apply for all employees of the contractor, sub-contractors and the contractor's architect and/or engineer meeting the "Workers' Compensation Law" of the State of Florida and all applicable federal laws.

3. Commercial General Liability insurance to provide coverage of not less than one million dollars (\$1,000,000) combined single limit per occurrence and annual aggregates where generally applicable and must include premises-operations, independent contractors, products/completed operations, broad form property damage, blanket contractual and personal injury endorsements.
 4. Comprehensive Automobile Liability Insurance covering all owned, hired and non- owned vehicles with coverage limits not less than one hundred thousand dollars (\$100,000) per person, three hundred thousand dollars (\$300,000) per occurrence and one hundred thousand dollars (\$100,000) property damage.
- B. The official title of the owner is "City of Lake City". This official title will be used in all insurance documentation.

8.10. Proof of Insurance

The Proposer will furnish to the Procurement Department Certificates of Insurance or endorsements evidencing the insurance coverage specified above within seven (7) days after notification of an award. The required Certificates of Insurance or endorsements will not only name the types of policies continued, but will also refer specifically to this contract and will state that such insurance is as required by this contract. If the initial insurance expires before the completion of the work, renewal Certificates of Insurance will be furnished thirty (30) days before the date of their expiration. Notice of cancellation and/or restriction Policy(s) must be endorsed to give the City thirty (30) days' notice of cancellation and / or restriction.

9. VENDOR QUESTIONNAIRE

9.1. [Proposals*](#)

Please upload your proposals here

*Response required

9.2. [Documents Requiring Notorization*](#)

Please download the below documents, complete and have notarized. An online notarization option will be provided for you when responding.

- [Public Entity Crimes Statem...](#)
- [Conflict of Interest Statem...](#)
- [Drug Free Workplace Certifi...](#)
- [Non-Collusion Affidavit.pdf](#)
- [E-VERIFY AFFIRMATION STATEM...](#)
- [SWORN STATEMENT UNDER SECTI...](#)
- [VENDORS ON SCRUTINIZED COMP...](#)

*Response required

9.3. [Disputes Disclosure Form*](#)

Answer the following by selecting which, if any, pertain to your organization. . If you answer "YES", please explain in the Disputes Disclosure Explanation question. If you answer None of the Above, please type "N/A" in the Disputes Disclosure Explanation question.

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 of the Above

*Response required



City of Lake City
Procurement

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

PROPOSAL DOCUMENT REPORT

RFP No. 028-2021

Grant Administrator for CDBG Project - Wilson Park Amphitheater

RESPONSE DEADLINE: September 30, 2021 at 2:00 pm

Report Generated: Monday, October 18, 2021

Fred Fox Enterprises, Inc. Proposal

CONTACT INFORMATION

Company:

Fred Fox Enterprises, Inc.

Email:

fred.fox@fredfoxenterprises.com

Contact:

Fred Fox

Address:

P. O. Box 840338
Saint Augustine, FL 32080

Phone:

(904) 810-5183

Website:

N/A

Submission Date:

Sep 29, 2021 3:07 PM

ADDENDA CONFIRMATION

Addendum #1

Confirmed Sep 29, 2021 2:48 PM by Melissa Fox

Addendum #2

Confirmed Sep 29, 2021 2:48 PM by Melissa Fox

Addendum #3

Confirmed Sep 29, 2021 2:50 PM by Melissa Fox

QUESTIONNAIRE

1. Proposals*

Please upload your proposals here

RFP_#028-2021-Fred_Fox_Enterprises.pdf

2. Documents Requiring Notorization*

Please download the below documents, complete and have notarized. An online notarization option will be provided for you when responding.

- [Public Entity Crimes Statem...](#)
- [Conflict of Interest Statem...](#)
- [Drug Free Workplace Certifi...](#)
- [Non-Collusion Affidavit.pdf](#)
- [E-VERIFY AFFIRMATION STATEM...](#)
- [SWORN STATEMENT UNDER SECTI...](#)

- [VENDORS ON SCRUTINIZED COMP...](#)

City_Required_Forms.pdf

3. Disputes Disclosure Form*

Answer the following by selecting which, if any, pertain to your organization. . If you answer "YES", please explain in the Disputes Disclosure Explanation question. If you answer None of the Above, please type "N/A" in the Disputes Disclosure Explanation question.

None of the Above

PRICE TABLES					
Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Fee or proposed fee basis	1	lump sum	\$56,000.00	\$56,000.00
TOTAL					\$56,000.00

PROPOSAL FOR GRANT ADMINISTRATOR FOR
CDBG PROJECT – WILSON PARK AMPHITHEATER
PROJECT ID: 028-2021

SUBMITTED TO:

CITY OF LAKE CITY
ATTN: KAREN NELMES
205 N. MARION AVENUE
LAKE CITY, FL 32055



PROPOSAL FOR SERVICES SUBMITTED BY:



Providing Grant Writing and Administration Services

1	Required City Forms
2	Cover Letter
3	Company Staff and Qualifications
4	Related Experience
5	Project Approach
6	Quality and Schedule Control
7	Fee Schedule
8	Letters of Reference

DRUG FREE WORKPLACE CERTIFICATE

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that, Fred Fox Enterprises, Inc. (print or type name of firm) publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace named above, and specifying actions that will be taken against violations of such prohibition.

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

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

Fred O. Fox

Authorized Signature

09/24/2021

Date Signed

State of Florida

County of St. Johns

Sworn to and subscribed before me this 24th day of September 2021.

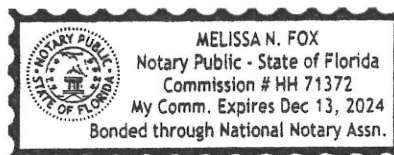
Personally known X or Produced Identification

(Specify type of identification)

Mel N. Fox

Signature of Notary

My Commission Expires: 12/13/2024



E-VERIFY AFFIRMATION STATEMENT

RFP/Bid /Contract No:
028-2021

Project Description:
Grant Administrator for CDBG Project - Wilson Park Ampitheater

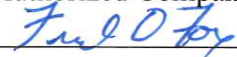
Contractor/Proposer/Bidder acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of,

- (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.

Contractor/Proposer/ Bidder Company Name:
Fred Fox Enterprises, Inc.

Authorized Company Person's Signature:



Authorized Company Person's Title:
President

Date: 09/24/2021

THIS FORM MUST BE INCLUDED WITH YOUR SUBMITTAL

NON-COLLUSION AFFIDAVIT

STATE OF Florida

COUNTY OF St. Johns

Fred D. Fox, being duly sworn, deposes and says that:

1. He/She is President of Fred Fox Enterprises, Inc. the Bidder
Title Company Name
that has submitted the attached proposal;

2. He/She is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;

3. Such Proposal is genuine and is not a collusive or sham proposal;

4. 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

5. 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.

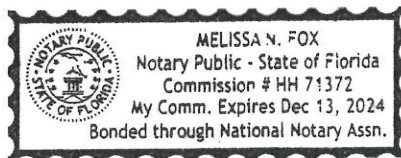
SIGNED Fred D. Fox

TITLE President

SUBSCRIBED AND SWORN TO BEFORE ME THIS 24th DAY OF September, 2021.

Mel N. L.

Notary Public, State of Florida My Commission Expires: 12/13/2024



**SWORN STATEMENT UNDER SECTION
287.133(3)(n), FLORIDA STATUTES ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid No. 028-2021.
2. This sworn statement is submitted by Fred Fox Enterprises, Inc. whose business address is P.O. Box 840338, 4425 US Hwy 1 South, Suite 103, St. Augustine, FL and (if applicable) its Federal Identification No.(FEIN) is 59-2443697. If entity has no FEIN, include the Social Security Number of the individual signing this sworn statement _____.
3. My name is Fred D. Fox and my relationship to the entity named above is President.
4. 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.
5. 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.
6. I understand that an “affiliate” as defined in Paragraph 287.133(1)(a), Florida Statutes means:
 - a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. 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.

7. 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.
8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

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)

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)

Signature: Fred D Fox Date 9/24/2021

STATE OF Florida

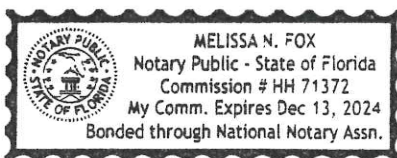
COUNTY OF St. Johns

Personally appeared before me, the undersigned authority, Fred D. Fox who
after first being sworn by me, affixed his/her signature in the space provided above on
this 24th day of September 2021.

Mel N Fox

Notary Public, State at large

My Commission Expires:



SWORN STATEMENT UNDER SECTION

287.133(3)(n), FLORIDA STATUTES ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Proposal No. 028-2021.
2. This sworn statement is submitted by Fred Fox Enterprises, Inc. whose business address is P.O. Box 840338, St. Augustine, FL and (if applicable) its Federal Identification No.(FEIN) is 59-243697. If entity has no FEIN, include the Social Security Number of the individual signing this sworn statement _____.
3. My name is Fred D. Fox and my relationship to the entity named above is President.
4. 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.
5. 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.
6. I understand that an “affiliate” as defined in Paragraph 287.133(1)(a), Florida Statutes means:
 - a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. 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.

7. 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.

8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

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 an 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)

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)

Signature: Fred D. Fox Date 09/24/2021

STATE OF Florida
COUNTY OF St. Johns

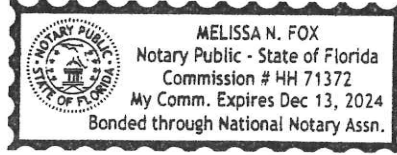
Personally appeared before me, the undersigned authority, Fred D. Fox who
after

first being sworn by me, affixed his/her signature in the space provided above on this 24th day of September 2021.

Mel N L

Notary Public, State at large

My Commission Expires:



THIS FORM MUST BE INCLUDED WITH PROPOSAL

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VENDORS ON SCRUTINIZED COMPANIES LISTS

By executing this Certificate Fred Fox Enterprises, Inc., the bid proposer, certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, (2) engaged in a boycott of Israel, (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes, or (4) engaged in business operations in Cuba or Syria. Pursuant to section 287.135(5), Florida Statutes, the County may disqualify the bid proper immediately or immediately terminate any agreement entered into for cause if the bid proposer is found to have submitted a false certification as to the above or if the Contractor is placed on the Scrutinized Companies that Boycott Israel List, is engaged in a boycott of Israel, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, during the term of the Agreement. If the County determines that the bid proposer has submitted a false certification, the County will provide written notice to the bid proposer. Unless the bid proposer demonstrates in writing, within 90 calendar days of receipt of the notice, that the County's determination of false certification was made in error, the County shall bring a civil action against the bid proposer. If the County's determination is upheld, a civil penalty shall apply, and the bid proposer will be ineligible to bid on any Agreement with a Florida agency or local governmental entity for three years after the date of County's determination of false certification by bid proposer.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

DATE: 09/24/2021 SIGNATURE: 

COMPANY: Fred Fox Enterprises, Inc. NAME: Fred D. Fox (Typed or Printed)

ADDRESS: P.O. Box 840338 TITLE: President

St. Augustine, FL 32080 E-MAIL: fred.fox@fredfoxenterprises.com

PHONE NO: (904) 810-5183

THIS FORM MUST BE INCLUDED WITH SUBMITTAL



FRED FOX ENTERPRISES, INC

Providing Grant Writing and Administration Services

COVER LETTER

September 24, 2021

Ms. Karen Nelmes, Procurement Director
City of Lake City
205 N. Marion Avenue
Lake City, Florida 32055

RE: Response to Request for Proposal – CDBG Grant Administrative Services for a FFY 2019 Community Development Block Grant (CDBG) Commercial Revitalization Project – CDBG #22DB-OP-03-22-02-C04

Dear Ms. Nelmes:

Fred Fox Enterprises, Inc is pleased to submit a response to the City of Lake City's Request for Proposal for grant administrative services for the above referenced project. As part of this response, we have included a resume of our firm's CDBG grant writing and administrative experience.

As evidenced by our successful funding rate and combined one hundred forty-two (142) years of Small Cities CDBG staff experience, our firm has a unique understanding of the CDBG program's requirements and guidelines. For 37 years, since our firm's inception in 1984, we have secured and administered HUD funded CDBG projects initially through the Florida Department of Community Affairs and more recently through the Florida Department of Economic Opportunity for our client communities in the following categories:

- One Hundred Ninety-two (192) Small Cities Neighborhood Revitalization projects;
- Sixty-nine (69) Small Cities Housing Rehabilitation projects;
- **Forty-six (46) Small Cities Commercial Revitalization projects;**
- Forty-three (43) Small Cities Economic Development projects; and
- Twenty-two (22) Disaster Recovery Initiative projects.

My staff has represented our client community's interests regarding funding requests that were submitted to both the federal and state governments. Fred Fox Enterprises, Inc. has assembled a staff that has represented government entities before numerous federal and state agencies. Our experience extends beyond merely filling out and submitting grant and loan applications. We understand that to effectively represent the interests of our client communities, we must work closely with the local public officials in our client communities as well as their representatives in Washington, DC and Tallahassee to achieve success. Understanding our client communities' needs as well as the requirements of the federal and state programs we work with has resulted in a very high funding success rate.

Ms. Karen Nelmes
September 24, 2021
Page 2

Understanding our client communities' needs as well as the requirements of the federal and state programs we work with has resulted in a very high success rate for applications my firm has prepared. This success has been enhanced by the working relationships we have developed with the officials administering these programs.

Fred Fox Enterprises, Inc. worked with the City of Lake City to develop the successful Small Cities CDBG Application in the Commercial Revitalization category for the improvements to Wilson Park. If selected, my firm would immediately begin the implementation of the City's CDBG project.

Fred Fox Enterprises employs a multi-layered approach to securing data. The security measures include physical controls to on-premises servers running Bitlocker at-rest encryption, TLS in-transit encryption, as well as multi-factor authentication on user accounts and credentials. Data is backed up into cloud data servers in the United States using 2048-bit at-rest encryption protocols. Email deliverables are processed using TLS in-transit encryption.

Our office also maintains a private security alarm system to ensure no break-ins occur.

The person that is authorized to make representations for Fred Fox Enterprises, Inc. and the office from which the City of Lake City's CDBG project will be administered from is:

Fred D. Fox, President,
4425 US 1 South, Suite 103
P. O. Box 840338
St. Augustine, FL 32080
Phone: (904) 810-5183
Fax: (904) 810-5302
E-mail: fred.fox@fredfoxenterprises.com

Fred Fox Enterprises, Inc. has no subsidiary or parent company. Thank you in advance for your consideration of my firm's proposal.

Sincerely,



Fred D. Fox, President

FDF/mnf

**CITY OF LAKE CITY
COMMERCIAL REVITALIZATION PROJECT
COMPANY AND STAFF QUALIFICATIONS**

Fred Fox Enterprises, (FFE), was incorporated in March of 1984 as a firm specializing in public/private partnerships. It has no parent or subsidiary organization. Due to changes in the administration of the Small Cities Community Development Block Grant Program between the Federal and State government in 1984, local governments found it difficult to secure and manage federal grants in the midst of changing program reforms and regulations.

For those communities contracting with Fred Fox Enterprises, Inc. for grant writing and administrative services, our firm has been able to successfully obtain project funding and provide the management expertise necessary to administer the grants in accordance with Federal, State, and Local regulations.

While no licenses are required to carry out the administration of the CDBG project, Mr. Fred Fox holds an active Florida Real Estate Brokers license as well as an active Florida State Certified Class "B" Building Contractor license.

As evidenced by our successful funding rate and combined one hundred forty-two (142) years of Small Cities CDBG staff experience, our firm has a unique understanding of the CDBG program's requirements and guidelines. For 37 years, since our firm's inception in 1984, we have secured and administered HUD funded CDBG projects initially through the Florida Department of Community Affairs and more recently through the Florida Department of Economic Opportunity for our client communities in the following categories:

- One Hundred Ninety-two (192) Small Cities Neighborhood Revitalization projects;
- Sixty-nine (69) Small Cities Housing Rehabilitation projects;
- **Forty-six (46) Small Cities Commercial Revitalization projects;**
- Forty-three (43) Small Cities Economic Development projects; and
- Twenty-two (22) Disaster Recovery Initiative projects.

The City of Lake City's Small Cities CDBG Commercial Revitalization Project would be managed from our main office in St. Augustine, Florida. Fred Fox Enterprises' staff would attend, in person, all meetings, preconstruction conferences, DEO on site monitoring visits and City Council meetings where items related to this project are on the agenda for discussion.

Fred Fox Enterprises, Inc. will have ample time with our current workload to manage the City of Lake City's recently awarded Small Cities CDBG Commercial Revitalization project.

Fred Fox Enterprises intends to administer the project in house. No subconsultants will be used to administer this project.

**CITY OF LAKE CITY
COMMERCIAL REVITALIZATION PROJECT
MANAGEMENT TEAM**

The key personnel who would be in charge of the administration of the City of Lake City's CDBG Project would be as follow:

1. Fred D. Fox – President/Grant Administrator Manager

Mr. Fox, with over thirty-seven (37) years Small Cities CDBG experience, would work with the City's Citizen Advisory Task Force (CATF), City Council, City Staff and the project engineer to coordinate the general operation of the project including, but not limited to:

- Work with the City to develop an administrative contract that is acceptable to the State;
- Work with the City to carry out any archeological study of the property being requested by the Department of State, Division of Historical Resources;
- Insure all record-keeping and reporting procedures are followed;
- Draft policies for the City to adopt to meet special conditions required by the CDBG Subgrant Agreement, HUD regulations and DEO requirements;
- Prepare and submit public notices for publication;
- Prepare responses to any written citizen complaints;

2. David A. Fox – Senior Project Manager

Mr. Fox, with thirty-one (31) years Small Cities CDBG experience, would assist Mr. Fred D. Fox with the general operation of the project including, but not limited to:

- Work with the City and the project engineer to coordinate the bidding, construction contract award and pre-construction meeting for the project;
- Conduct contractor and subcontractor employee interviews;
- Conduct Citizens Advisory Task Force (CATF) meetings as well as attend all City Council meetings where grant items are to be discussed;
- Prepare list of minority and women business enterprise (MBE/WBE) firms;

3. Melissa Fox – Grants Compliance Manager

Ms. Fox, with twenty-nine (29) years Small Cities CDBG experience, would coordinate the financial administration and the day-to-day administration of the program with the City including, but not limited to the following:

- Work with City staff to set up the City's project files;

**CITY OF LAKE CITY
COMMERCIAL REVITALIZATION PROJECT
MANAGEMENT TEAM (continued)**

Melissa Fox – Grants Compliance Manager (cont):

- Coordinate the establishment of the bookkeeping system required for the project with City staff;
- Work with City staff to conduct a fair housing activity each quarter;
- Prepare samples of required correspondence to the State and draft responses to State correspondence for City review and execution;
- Draft quarterly progress reports, Section 3 and MBE/WBE reports for submission to DEO;
- Draft request for funds for submission to DEO;
- Draft subgrant modification documents for the City to submit to DEO;
- Prepare documentation for and attend all State and Federal monitoring meetings regarding the project;
- Draft responses to monitoring findings and concerns for City to submit to DEO;
- Draft contractor desktop monitoring packages for submission by the City;
- Review all contractor payrolls and employee interview forms to determine compliance with the Davis-Bacon Act, the Contract Work Hours and Safety Standards Act and the Copeland Act;
- Provide ongoing coordination of all required record-keeping for the project;
- Draft the Administrative Closeout Report for submission by the City;

4. Marie Fox – Environmental Review Specialist

Ms. Fox, with thirty-two (32) years Small Cities CDBG experience, would carry out the environmental review for the project including, but not limited to the following:

- Develop and sending out letters to all federal, state, county, and local government agencies and Indian Tribes as required;
- Develop and coordinate the publication of all flood plain notices as required as part of the Environmental Review process;
- Develop the Environmental Assessment notebook;
- Develop and coordinate the publication of the Concurrent Notice;
- Develop and coordinate the execution and submission of the “Request for Release of Funds”; and
- Respond to any questions raised by DEO’s Environmental Review Officer.

Fred D. Fox

President/Consultant



Contact

P.O. Box 840338
St. Augustine, Florida 32080
904-810-5183
Fred.Fox@fredfoxenterprises.com

Objective

Mr. Fox is the President and Owner of Fred Fox Enterprises, Inc. He is a State-certified building contractor and a licensed real estate broker with over 34 years experience in both fields. He has over 35 years experience in writing and managing Small Cities Community Development Block Grants (CDBG), State Grants and Federal Grants, including comprehensive and single purpose programs under HUD, and over 300 grants since the management of the CDBG program has been assumed by the Florida Department of Community Affairs and more recently the Florida Department of Economic Opportunity.

Education

Bachelors Degree in Business
Administration
Jones College, Jacksonville,
Florida

Experience

- ❖ The renovation of over 1,100 housing units through the CDBG and 312 Programs
- ❖ Providing financing for the renovation of over 70 commercial structures in downtowns throughout the State of Florida totaling over \$2,000,000.00
- ❖ Establishment of 7 Downtown Community Redevelopment Agencies (CRA's)
- ❖ Overseeing the management of 46 Small Cities CDBG Commercial Revitalization Programs since the State of Florida assumed the administration of the program in 1984 to include Davis-Bacon Act Compliance.
- ❖ Overseeing the management of 43 Small Cities CDBG Economic Development Programs since the State of Florida assumed the administration of the program in 1984 to include Davis-Bacon Act Compliance.
- ❖ Overseeing the management of 185 Small Cities CDBG Neighborhood Revitalization Programs since the State of Florida assumed the administration of the program in 1984 to include Davis-Bacon Act Compliance.

David A. Fox

Senior Project Manager



Contact

P.O. Box 840338
St. Augustine, Florida 32080
904-810-5183
David.Fox@fredfoxenterprises.com

Education

Bachelors Degree in Business
Administration
University of Phoenix,
Jacksonville, Florida

DOT – Local Agency Program
(LAP) Project Certification of EEO
Compliance/Wages and
Payrolls/Disadvantaged Business
(DBE)/On-the-Job Training (OJT)
Training

US Department of Housing and
Urban Development Part 58
Environmental Training Certificate

US Department of Housing and
Urban Development Fair Housing
Initiatives Program Training

Objective

Mr. David A. Fox is the Senior Project Manager and Housing Specialist at Fred Fox Enterprises, Inc. He has over 31 years of experience in writing and managing Small Cities Community Development Block Grants (CDBG) since the management of the CDBG program has been assumed by the Florida Department of Community Affairs and more recently the Florida Department of Economic Opportunity.

Experience

- ❖ The funding and administration of over 300 DEP – FRDAP Recreational Improvements projects.
- ❖ The renovation of over 1,100 housing units through the CDBG and 312 Programs.
- ❖ Overseeing the management of 69 Small Cities CDBG Housing Rehabilitation Programs since the State of Florida assumed the administration of the program in 1984.
- ❖ Extensive experience with Florida and ANSI building codes and in the preparation of the plans and specifications for numerous housing rehabilitation and replacement projects. Extensive experience in the inspections on housing units before, during and after construction for the Small Cities CDBG Housing Rehabilitation Program.
- ❖ Assists in the management of 185 Small Cities CDBG Neighborhood Revitalization Programs since the State of Florida assumed the administration of the program in 1984 to include Davis-Bacon Act Compliance.
- ❖ Assists in the management of 46 Small Cities CDBG Commercial Revitalization Programs since the State of Florida assumed the administration of the program in 1984 to include Davis-Bacon Act Compliance.
- ❖ Assists in the management of 43 Small Cities CDBG Economic Development Programs since the State of Florida assumed the administration of the program in 1984 to include Davis-Bacon Act Compliance.

Marie F. Fox

Environmental Review Specialist



Contact

P.O. Box 840338
St. Augustine, Florida 32080
904-810-5183
Marie.Fox@fredfoxenterprises.com

Education

Associate in Arts Degree
St. Johns River State College
Palatka, Florida

US Department of Housing and
Urban Development Part 58
Environmental Training Certificate

Objective

Ms. Marie Fox is the Environmental Review Specialist at Fred Fox Enterprises, Inc. She has over 32 years of experience in writing and managing Small Cities Community Development Block Grants (CDBG) since the management of the CDBG program has been assumed by the Florida Department of Community Affairs and more recently the Florida Department of Economic Opportunity.

Experience

- ❖ The development and coordination of the environmental review compliance for 46 Small Cities CDBG Commercial Revitalization Programs since the State of Florida assumed the administration of the program in 1983.
- ❖ The development and coordination of the environmental review compliance for 185 Small Cities CDBG Neighborhood Revitalization Programs since the State of Florida assumed the administration of the program in 1983.
- ❖ The development and coordination of the environmental review compliance for 69 Small Cities CDBG Housing Rehabilitation Programs since the State of Florida assumed the administration of the program in 1983.
- ❖ The development and coordination of the environmental review compliance for 43 Small Cities CDBG Economic Development Programs since the State of Florida assumed the administration of the program in 1983.
- ❖ Assists in the management of CDBG Commercial Revitalization, Economic Development and Neighborhood Revitalization Small Cities Programs to include Davis-Bacon Act Compliance.

Melissa N. Fox

Grants Compliance Manager



Contact

P.O. Box 840338
St. Augustine, Florida 32080
904-810-5183
Melissa.Fox@fredfoxenterprises.com

Education

St. Johns River State College
Palatka, Florida

DOT – Local Agency Program
(LAP) Project Certification of EEO
Compliance/Wages and
Payrolls/Disadvantaged Business
(DBE)/On-the-Job Training (OJT)
Training

US Department of Housing and
Urban Development
Environmental Training Certificate

Objective

Mrs. Melissa Fox is the Grants Compliance Manager at Fred Fox Enterprises, Inc. Mrs. Fox coordinates with local government officials and State Agencies in the preparation and management of Small Cities Community Development Block Grants. She has over 29 years of experience in writing and managing Small Cities Community Development Block Grants (CDBG) since the management of the CDBG program has been assumed by the Florida Department of Community Affairs and more recently the Florida Department of Economic Opportunity.

Experience

- ❖ Grant bookkeeping procures and CDBG project accounting to include the preparation and tracking of project budgets
- ❖ Overseeing the day to day management for 38 Small Cities CDBG Commercial Revitalization Programs since the State of Florida assumed the administration of the program in 1983 to include Davis-Bacon Act Compliance.
- ❖ Overseeing the day to day management for 165 Small Cities CDBG Neighborhood Revitalization Programs since the State of Florida assumed the administration of the program in 1983 to include Davis-Bacon Act Compliance.
- ❖ Overseeing the financial project records for 30 Small Cities CDBG Housing Rehabilitation Programs since the State of Florida assumed the administration of the program in 1983.
- ❖ Overseeing the day-to-day management for 65 Small Cities CDBG Economic Development Programs since the State of Florida assumed the administration of the program in 1983 to include Davis-Bacon Act Compliance.

Patrick Howard

Senior Projects Management



Contact

P.O. Box 840338
St. Augustine, Florida 32080
850-510-8292
Patrick.Howard@fredfoxenterprises.com

Education

Associate in Arts Degree
Gulf Coast Community College
Panama City, Florida

Objective

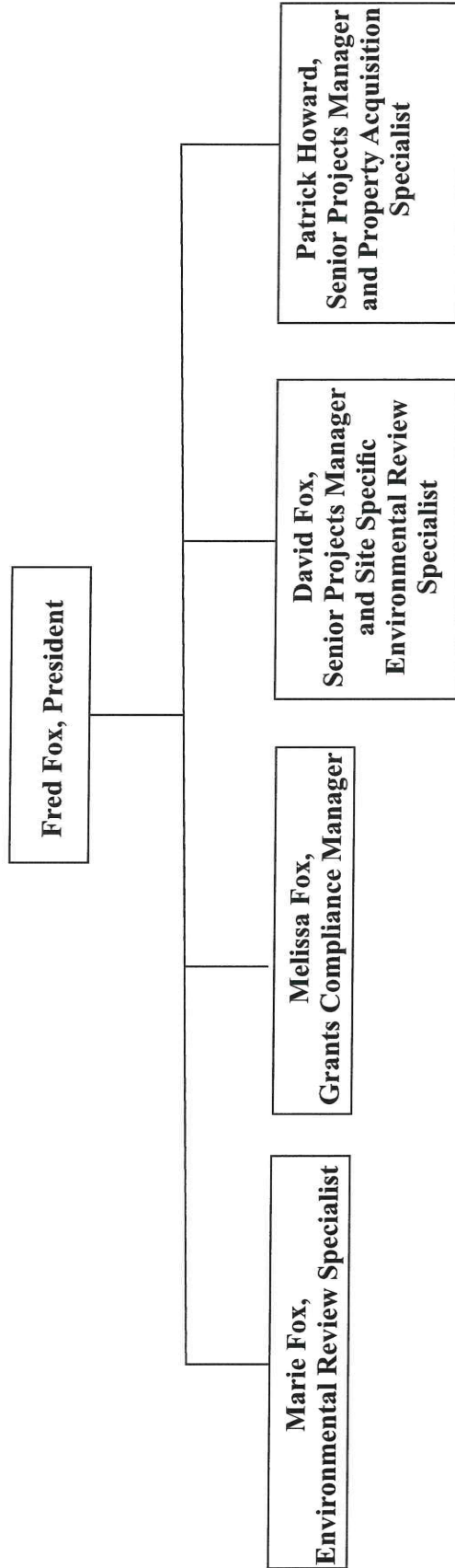
Mr. Patrick Howard is a Senior Projects Manager with Fred Fox Enterprises, Inc. Mr. Howard provides support and expertise to Fred Fox Enterprises, Inc. and the communities they work with in the successful preparation and management of Florida Small Cities Community Development Block Grants (CDBG) applications and projects. He has over 15 years of experience working with local governments as a Government Operations Consultant (grant manager) with the Florida Small Cities Community Development Block Grant (CDBG) program administered by the Florida Department of Community Affairs (DCA) and more recently by the Florida Department of Economic Opportunity (DEO).

Experience

During his tenure with DCA and DEO, Mr. Howard:

- ❖ Served as the designated state-wide CDBG Economic Development (ED) Specialist, assisting local governments, consulting firms and businesses put together successful projects that created new jobs in Florida.
- ❖ Served as a lead trainer for annual CDBG application and implementation workshop trainings.
- ❖ Reviewed competitive Small Cities CDBG applications for funding and award.
- ❖ Drafted CDBG Contracts and Modifications.
- ❖ Managed the day-to-day grants management for assigned Small Cities CDBG grants.
- ❖ Provided communities and consultants with ongoing technical assistance and solution paths for project challenges.
- ❖ Monitored CDBG projects for compliance with State and Federal Statutes, Rules and Regulations governing Acquisition and Relocation, Auditing, Procurements, Labor Standards (Davis Bacon Act, Copeland Anti-Kickback Act, Contract Work Hours and Safety Act, and Section 3), Civil Rights, Financial Management, and program specific requirements for Housing, Neighborhood Revitalization, Commercial Revitalization, and Economic Development CDBG projects.
- ❖ Was a lead in drafting revisions to the State's CDBG Rule, Statute, Policies and Procedures, and Community-Wide Needs Score formula.

FRED FOX ENTERPRISES ORGANIZATIONAL CHART



FRED FOX ENTERPRISES, INC.
WORK EXPERIENCE AND CLIENT CONTACT INFORMATION RELATED TO THE
SMALL CITIES CDBG PROGRAM

FFY 2019

As part of the FFY 2019 Small Cities Community Development Block Grant application cycle, Fred Fox Enterprises, Inc. prepared applications and secured funding for the following communities:

1. City of Apopka – Housing Rehabilitation, \$750,000.00
Contact Person: Shakenya Haris-Jackson, Grants Administrator, (407) 703-1819
2. City of Bowling Green - Neighborhood Revitalization, \$700,000.00
Contact Person: Carmen Silva, City Clerk, (863) 375-2255
3. City of Bunnell – Neighborhood Revitalization, \$700,000.00
Contact Person: Mary Anne Attwood, Project Manager, (386) 437-7500
4. City of Carrabelle – Commercial Revitalization \$650,000.00
Contact Person: Courtney Millender, City Administrator, (850) 697-3156, Ext 104
5. City of Dade City – Neighborhood Revitalization \$700,000.00
Contact Person: Bryan Holmes, Public Works Director, (352) 523-5050
6. City of Fort Meade – Commercial Revitalization \$700,000.00
Contact Person: Maria Sutherland, City Manager, (863) 285-1100
7. Village of Indiantown – Neighborhood Revitalization, \$700,000.00
Contact Person: Howard W. Brown, Jr., Village Manager, (772) 597-8282
8. City of Lake Butler – Neighborhood Revitalization \$700,000.00
Contact Person: Dale Walker, City Manager, (386) 496-3401
9. City of Lake City – Commercial Revitalization, \$750,000.00
Contact Person: David Young, Director of Growth Management, (386) 719-5750
10. City of New Port Richey – Housing Rehabilitation, \$750,000.00
Contact Person: Lisa Algiere, Senior Planner, (727) 853-1050
11. City of Vernon – Neighborhood Revitalization \$650,000.00
Contact Person: Tracy Walker, City Clerk, (850) 535-2444
12. City of Webster – Neighborhood Revitalization, \$600,000.00
Contact Person: Deanna Naugler, City Manager, (352) 793-2073

FFY 2018

As part of the FFY 2018 Small Cities Community Development Block Grant application cycle, Fred Fox Enterprises, Inc. prepared applications and secured funding for the following communities:

1. Town of Callahan – Neighborhood Revitalization, \$650,000.00
Contact Person: Mike Williams, Town Manager, (904) 879-3801
2. City of Cottondale - Neighborhood Revitalization, \$600,000.00
Contact Person: Teresa Brannen, City Clerk, (850) 352-4361
3. City of Graceville – Neighborhood Revitalization, \$650,000.00
Contact Person: Michelle Watkins, City Clerk, (850) 263-3250
4. Town of Hilliard – Neighborhood Revitalization \$700,000.00
Contact Person: Lisa Purvis, Town Clerk, (904) 845-3555
5. City of Jasper – Neighborhood Revitalization \$700,000.00
Contact Person: Marcus Collins, City Manager, (386) 792-1212
6. Town of Micanopy – Neighborhood Revitalization, \$600,000.00
Contact Person: Debbie Gonano, Town Administrator, (352) 466-3121
7. City of Mulberry – Neighborhood Revitalization \$700,000.00
Contact Person: Ron Borchers, Planning & Development Director (863) 425-1125
8. Town of Pierson – Neighborhood Revitalization, \$650,000.00
Contact Person: Carmen Spelorzi, Town Clerk (386) 749-2661

FFY 2017

As part of the FFY 2017 Small Cities Community Development Block Grant application cycle, Fred Fox Enterprises, Inc. prepared applications and secured funding for the following communities:

1. City of Chipley – Neighborhood Revitalization, \$700,000.00
Contact Person: Dan Miner, City Administrator, (850) 638-6350
2. City of Clermont - Neighborhood Revitalization, \$750,000.00
Contact Person: Terry Dykehouse, PE, CFM, City Engineer, (352) 394-7177
3. Gilchrist County – Housing Rehabilitation, \$750,000.00
Contact Person: Bobby Crosby, County Administrator, (352) 463-3198 Ext. 1
4. Town of Grand Ridge – Neighborhood Revitalization \$600,000.00
Contact Person: J. R. Moneyham: Town Manager, (850) 592-4621
5. City of Hawthorne – Neighborhood Revitalization \$650,000.00
Project Contact: Ellen Vause, City Manager, (352) 481- 2432
6. City of High Springs – Neighborhood Revitalization, \$700,000.00
Contact Person: Ed Booth, City Manager, (386) 454-1416
7. Town of Interlachen – Neighborhood Revitalization \$650,000.00
Contact Person: Pam Wilburn, Town Clerk, (386) 684-3811
8. Jefferson County – Housing Rehabilitation, \$750,000.00
Contact Person: Parrish Barwick, County Coordinator, (850) 342-0287

9. City of Palatka – Neighborhood Revitalization, \$750,000.00
Contact Person: Jonathan Griffith, Public Works Director, (386) 329-0107
10. City of Sebring – Neighborhood Revitalization \$750,000.00
Contact Person: Scott Noethlich, City Administrator, (863) 471-5100
11. City of Trenton – Neighborhood Revitalization, \$650,000.00
Contact Person – Lyle Wilkerson, City Manager, (352) 463-4000
12. Town of Wausau – Neighborhood Revitalization, \$600,000.00
Contact Person: Margaret Riley, Town Clerk, (850) 638-1781
13. City of Williston – Neighborhood Revitalization, \$700,000.00
Contact Person: Scott Lippman, City Manager, (352) 528-3060

FFY 2016

As part of the FFY 2016 Small Cities Community Development Block Grant application cycle, Fred Fox Enterprises, Inc. prepared applications, secured funding and is managing the grants for the following communities:

1. Town of Astatula – Neighborhood Revitalization, \$700,000.00
Contact Person: Kitty Cooper, Town Clerk, (352) 742-1100
2. Town of Branford - Neighborhood Revitalization, \$600,000.00
Contact Person: Donna Harden, Town Clerk, (386) 935-3873
3. City of Bronson – Neighborhood Revitalization, \$650,000.00
Contact Person: Pamela Whitehead, Town Clerk, (352) 486-2354
4. Town of Caryville – Neighborhood Revitalization, \$600,000.00
Contact Person: Suzanne Floyd, Town Clerk, (850) 548-5571
5. City of Crescent City – Neighborhood Revitalization, \$650,000.00
Contact Person: Patrick Kennedy, City Manager, (386) 698-2525
6. City of Dunnellon – Neighborhood Revitalization, \$650,000.00
Contact Person: Jan Smith, Finance Officer, (352) 465-8500
7. Glades County – Neighborhood Revitalization, \$700,000.00
Contact Person: Paul Carlisle, County Manager, (863) 946-6000
8. City of Inverness – Commercial Revitalization, \$750,000.00
Contact Person: Bruce Day City Planner, (352)726-3401
9. Town of Lake Hamilton – Neighborhood Revitalization \$650,000.00
Contact Person: Doug Leonard, Town Planner (863) 439-1910
10. City of Moore Haven – Neighborhood Revitalization, \$650,000.00
Contact Person: Maxine Brantley, City Clerk, (863) 946-0711
11. Town of Otter Creek – Neighborhood Revitalization, \$600,000.00
Contact Person: Connie Caldwell, Town Clerk, (352) 486-4766
12. City of St. Augustine – Neighborhood Revitalization, \$750,000.00
Contact Person: Tim Fleming, Deputy Dir. of General Services, (904) 209-4302

13. City of Webster – Neighborhood Revitalization, \$650,000.00
Contact Person: Deanna Naugler, City Manager, (352) 793-2073
14. City of Umatilla – Neighborhood Revitalization, \$650,000.00
Contact Person: Karen Howard, City Clerk, (352) 669-3125
15. City of Waldo – Neighborhood Revitalization, \$650,000.00
Contact Person: Kim Worley, City Manager, (352) 468-1001
16. Town of Welaka – Housing Rehabilitation, \$600,000.00
Contact Person: Gordon Sands, Mayor, (386) 467-9800

FFY 2015

As part of the 2015 Small Cities Community Development Block Grant application cycle, Fred Fox Enterprises, Inc. prepared applications, secured funding and is managing the grants for the following communities:

1. City of Apopka – Neighborhood Revitalization, \$750,000.00
Contact Person: Glen Irby, City Manager, (407) 703-1700
2. City of Bowling Green – Neighborhood Revitalization, \$700,000.00
Contact Person: Jerry Conerly, City Manager, (863) 375-2255
3. City of Bunnell – Neighborhood Revitalization, \$700,000.00
Contact Person: Dan Davis, City Manager, (386) 437-7500
4. Town of Callahan – Neighborhood Revitalization, \$650,000.00
Contact Person: Mike Williams, Town Manager, (904) 879-3801
5. City of Carrabelle – Commercial Revitalization, \$650,000.00
Contact Person: Courtney Millender, City Manager, (850) 697-2727
6. City of Dade City – Neighborhood Revitalization, \$700,000.00
Contact Person: Heather Washburn, Project Manager, (352) 523-5050
7. City of Eustis – Neighborhood Revitalization, \$750,000.00
Contact Person: Rick Gierok, Public Works Director, (352) 483-5480
8. City of Fort Meade – Neighborhood Revitalization, \$700,000.00
Contact Person: Fred Hilliard, City Manager, (863) 285-1100
9. Town of Greenwood – Neighborhood Revitalization, \$600,000.00
Contact Person: Alicia Corder, Town Clerk, (850) 594-1216
10. City of Haines City – Neighborhood Revitalization, \$750,000.00
Contact Person: Mike Stripling, Public Works Director, (863) 421-3777
11. Town of Hastings – Neighborhood Revitalization, \$600,000.00
Contact Person: Shelby Jack, Town Manager, (904) 692-1420
12. Town of Hilliard – Neighborhood Revitalization, \$700,000.00
Contact Person: Lisa Purvis, Town Clerk, (904) 845-3555

13. City of Lake City – Commercial Revitalization, \$750,000.00
Contact Person: Wendell Johnson, City Manager, (386) 752-2031
14. City of Live Oak – Neighborhood Revitalization, \$700,000.00
Contact Person: Kim Smiley, Project Specialist/Purchasing Agent, (386) 362-2276

FFY 2014

As part of the 2014 Small Cities Community Development Block Grant application cycle, Fred Fox Enterprises, Inc. prepared applications, secured funding and is managing the grants for the following communities:

1. City of Graceville – Neighborhood Revitalization, \$650,000.00
Contact Person: Michelle Watkins, City Clerk, Phone Number (850) 263-3250
2. City of Hawthorne – Neighborhood Revitalization \$650,000.00
Contact Person: Ellen Vause, City Manager, Phone Number: (352) 481- 2432
3. Town of Interlachen – Neighborhood Revitalization \$650,000.00
Contact Person: Pam Wilburn, Town Clerk (386) 684-3811
4. City of Perry – Commercial Revitalization, \$700,000.00
Contact Person: Robert Brown, City Manager (850) 584-7161
5. Suwannee County – Housing Rehabilitation, \$750,000.00
Contact Person: Randy Harris, County Administrator (386) 362-3276
6. Suwannee County – Economic Development, \$1,819,948.00
Contact Person: Randy Harris, County Administrator (386) 362-3276
7. Town of Yankeetown – Neighborhood Revitalization \$600,000.00
Contact Person: Rhiannon Castle, Town Clerk (352) 447-2511

FFY 2013

As part of the 2013 Small Cities Community Development Block Grant application cycle, Fred Fox Enterprises, Inc. prepared applications and secured funding for the following communities:

1. City of Clermont - Neighborhood Revitalization, \$700,000.00
Contact Person: James Kinzler, Dir. of Environmental Services (352) 241-0178
2. City of Crescent City – Neighborhood Revitalization, \$650,000.00
Contact Person: Patrick Kennedy, City Manager (386) 698-2525
3. City of Dunnellon – Economic Development, \$650,000.00
Contact Person: Jan Smith, Finance Officer, (352) 465-8500
4. Town of Eatonville – Neighborhood Revitalization, \$700,000.00
Contact Person: Katrina Gibson, Finance Director (407) 623-8900
5. Town of Grand Ridge – Neighborhood Revitalization \$500,000.00
Contact Person: J. R. Moneyham: Town Manager (85) 592-4621
6. City of High Springs – Neighborhood Revitalization, \$700,000.00
Contact Person: Ed Booth, City Manager (386) 454-1416

7. Jefferson County – Housing Rehabilitation, \$700,000.00
Contact Person: Parrish Barwick, County Coordinator (850) 342-0287
8. City of Moore Haven – Neighborhood Revitalization, \$650,000.00
Contact Person: Maxine Brantley, City Clerk (863) 946-0711
9. City of Palatka – Commercial Rehabilitation, \$750,000.00
Contact Person: Jonathan Griffith, Special Projects Coordinator (386) 329-0103 Ext. 325
10. City of Vernon – Neighborhood Revitalization, \$600,000.00
Contact Person: Michelle Cook, City Clerk (850) 535-2444
11. Town of Welaka – Neighborhood Revitalization, \$600,000.00
Contact Person: Gordon Sands, Mayor (386) 467-9800
12. City of Williston – Neighborhood Revitalization, \$650,000.00
Contact Person: Adam Hall, City Planner (352) 528-3060

FFY 2013 Economic Development Projects

1. City of Fanning Springs – Grant Amount: \$1,049,970.00
Project Details: The construction of a Holiday Inn Express Hotel
Project Contact: Trip Lancaster, Mayor, Phone Number: (352) 463- 2855
2. Glades County – Grant Amount: \$1,154,967.00
Project Details: The construction of a Love’s Travel Center including an embedded fast food restaurant.
Project Contact: Paul Carlisle, County Manager, Phone Number: (863) 946-6000
3. City of Hawthorne – Grant Amount: \$1,539,900.00
Project Details: The construction of a Love’s Travel Center including an embedded fast food restaurant.
Project Contact: Ellen Vause, City Manager, Phone Number: (352) 481- 2432

FFY 2012

As part of the 2012 Small Cities Community Development Block Grant application cycle, Fred Fox Enterprises, Inc. prepared applications and secured funding for the following communities:

1. Town of Branford - Neighborhood Revitalization, \$600,000.00
Contact Person: Donna Harden, Town Clerk (386) 935-3873
2. Town of Interlachen – Neighborhood Revitalization \$650,000.00
Contact Person: Pam Wilburn, Town Clerk (386) 684-3811
3. Town of Lady Lake – Neighborhood Revitalization \$750,000.00
Contact Person: C. T. Eagle, Sr., Public Works Director (352) 751-1526
4. Town of Lake Hamilton – Neighborhood Revitalization \$650,000.00
Contact Person: Doug Leonard, Town Planner (863) 439-1910
5. City of Leesburg – Neighborhood Revitalization \$750,000.00
Contact Person: Ken Thomas, Director of Economic Dev. & Housing (352) 728-9765
6. City of Sebring – Economic Development \$750,000.00
Contact Person: Jim Polatty, Zoning and Planning Director (863) 471-5102

7. St. Johns County – Economic Development \$750,000.00
Contact Person: Benjamin Coney, Director Housing and Community Services Division (904) 827-6892
8. City of Winter Garden – Housing Rehabilitation \$750,000.00
Contact Person: Tanja Gerhartz, Economic Development Director (407) 323-4111 Ext. 2308

FFY 2011

As part of the 2011 Small Cities Community Development Block Grant application cycle, Fred Fox Enterprises, Inc. prepared applications and secured funding for the following communities:

1. City of Bunnell – Neighborhood Revitalization, \$650,000.00
Contact Person: Judi Stetson, Director of Grants & Special Projects (386) 437-7500 Ext 33
2. City of Hawthorne – Neighborhood Revitalization, \$650,000.00
Contact Person: Ellen Vause, City Manager (352) 481-2432
3. City of Vernon – Neighborhood Revitalization, \$600,000.00
Contact Person: Dian Hendrix, City Clerk (850) 535-2444
4. City of Waldo – Neighborhood Revitalization, \$650,000.00
Contact Person: Kim Worley, City Manager (352) 468-1001
5. Town of Bell – Neighborhood Revitalization, \$600,000.00
Contact Person: Dan Cavanah, Town Manager (352) 463-6288
6. City of Dade City – Neighborhood Revitalization, \$700,000.00
Contact Person: Gordon Onderdonk, City Engineer/Public Works Director (352) 523-5054

FFY 2010

As part of the 2010 Small Cities Community Development Block Grant application cycle, Fred Fox Enterprises, Inc. prepared applications and secured funding for the following communities:

1. City of Bowling Green – Neighborhood Revitalization, \$700,000.00
Contact Person: Jerry Conerly, City Manager (863) 375-2255
2. Clay County – Neighborhood Revitalization, \$750,000.00
Contact Person: Shawn Thomas, Engineer Project Manager (904) 541-3815
3. City of Davenport – Neighborhood Revitalization, \$650,000.00
Contact Person: Amy Arrington, City Manager (863) 419-3300
4. Gilchrist County – Planning and Design, \$57,200.00
Contact Person: Bobby Crosby, County Administrator (352) 463-3198 Ext. 1
5. City of St. Marks – Commercial Revitalization, \$600,000.00
Contact Person: Zoe Mansfield, City Manager (850) 925-6224
6. City of Zephyrhills – Planning and Design, \$55,600.00
Contact Person: Todd Vande Berg, Director of Development (813) 780-0000

FFY 2009

As part of the 2009 Small Cities Community Development Block Grant application cycle, Fred Fox Enterprises, Inc. prepared applications and secured funding for the following communities:

1. City of Bronson – Housing Rehabilitation, \$650,000.00
Contact Person: Kelli Brettel, Town Clerk (352) 486-2365
2. City of Callahan – Neighborhood Revitalization, \$650,000.00
Contact Person: Michael Williams, Town Manager (904) 879-3801
3. City of Carrabelle – Commercial Revitalization, \$650,000.00
Contact Person: Courtney Millender, City Manager (850) 697-2727
4. City of Chiefland – Neighborhood Revitalization, \$650,000.00
Contact Person: Laurie Copeland, Financial Project Coordinator (352) 493-6711
5. City of Chipley – Neighborhood Revitalization, \$700,000.00
Contact Person: Dan Miner, City Administrator (850) 638-6350
6. City of Fruitland Park – Neighborhood Revitalization, \$700,000.00
Contact Person: Diane Gibson Smith, City Clerk (352) 360-6727
7. City of Haines City – Commercial Revitalization, \$750,000.00
Contact Person: Kari Giddens, Assistant Finance Director, (863) 421-9902
8. City of Hampton – Neighborhood Revitalization, \$600,000.00
Contact Person: Jane Hall, Town Clerk, (352) 468-1201
9. Town of Hilliard – Neighborhood Revitalization, \$700,000.00
Contact Person: Lisa Purvis, City Clerk, (904) 845-3555
10. City of Moore Haven – Neighborhood Revitalization, \$650,000.00
Contact Person: Maxine Brantley, City Clerk, (863) 946-0711
11. Town of Noma – Neighborhood Revitalization, \$600,000.00
Contact Person: Robert Skipper, Mayor (850) 263-3303
12. City of Palatka – Commercial Revitalization, \$750,000.00
Contact Person: Jonathon Griffith, Assistant City Manager, (386) 329-0103
13. City of Quincy – Neighborhood Revitalization, \$750,000.00
Contact Person: Charles Hayes, CRA Director (850) 618-0030 Ext. 6692
14. City of St. Augustine – Neighborhood Revitalization, \$750,000.00
Contact Person: Tim Fleming, Deputy Dir. of General Services (904) 209-4302
15. Town of Welaka – Neighborhood Revitalization, \$600,000.00
Contact Person: Gordon Sands, Mayor (386) 467-9800
16. City of Williston – Neighborhood Revitalization, \$650,000.00
Contact Person: Adam Hall, Land Dev. Reg. Administrator (352) 528-3060

FFY 2008

As part of the 2008 Small Cities Community Development Block Grant application cycle, Fred Fox Enterprises, Inc. prepared applications and secured funding for the following communities:

1. City of Crestview – Commercial Revitalization, \$750,000.00
Contact Person: Fred Cook, City Engineer, (850) 682-6132
2. City of Dade City – Neighborhood Revitalization, \$700,000.00
Contact Person: Gordon Onderdonk, City Engineer/Public Works Director (352) 523-5054
3. City of Leesburg – Neighborhood Revitalization, \$750,000.00
Contact person: Ken Thomas, Dir. of Housing and Community Development, (352) 728-9700
4. Town of Noma – Planning, \$70,000.00
Contact Person: Robert Skipper, Mayor, (850) 263-3449
5. City of Palatka – Neighborhood Revitalization, \$750,000.00
Contact Person: Jonathan Griffith, assistant City Manager, (386) 329-0103
6. City of Umatilla – Neighborhood Revitalization, \$650,000.00
Contact Person: Karen Howard, City Clerk, (352) 669-3125
7. City of Vernon – Neighborhood Revitalization, \$600,000.00
Contact Person: Dian Hendrix, City Clerk, (850)535-2444
8. Town of Wausau – Neighborhood Revitalization, \$600,000.00
Contact Person: Margaret Riley, Town Clerk, (850) 638-1781
9. City of Graceville – Neighborhood Revitalization, \$650,000.00
Contact Person: Eugene Adams, City Manager, (850) 263-3250
10. City of Dunnellon – Neighborhood Revitalization, \$650,000.00
Contact Person: Jan Smith, Finance Officer, (352) 465-8500
11. City of Trenton – Neighborhood Revitalization, \$650,000.00
Contract Person: Taylor Brown, City Manager, (352) 463-4000

FFY 2007

As part of the 2007 Small Cities Community Development Block Grant application cycle, Fred Fox Enterprises, Inc. has received funding for and is providing project management for the following communities:

1. Town of Caryville – Neighborhood Revitalization, \$600,000.00
Contact Person: Jewette Tadlock, Town Clerk, (850) 548-5571
2. City of Haines City – Commercial Revitalization, \$750,000.00
Contact Person: Ken Sauer, Assistant City Manager, (863) 421-3650
3. City of Homestead – Commercial Revitalization, \$750,000.00
Contact Person: Dan Wicks, CRA Director, (305) 224-4484

4. City of St. Marks – Neighborhood Revitalization, \$483,900.00
Contact person: Zoe A Mansfield, City Manager, (850) 925-6224
5. City of Vero Beach – Neighborhood Revitalization, \$750,000.00
Contact Person: Monte Fall, Public Works Director, (772) 978-5151
6. Town of Westville – Neighborhood Revitalization, \$600,000.00
Contact Person: Donna Gillis, Town Clerk, (850) 548-5858
7. City of Palatka – Economic Development, \$349,900.00
Contact Person: Woody Boynton, City Manager, (386) 329-0100
8. City of Graceville – Economic Development, \$650,000.00
Contact Person: Eugene Adams, City Manager, (850) 263-3250

FFY 2006

As part of the 2006 Small Cities Community Development Block Grant application cycle, Fred Fox Enterprises, Inc. received funding for and is providing project management for the following communities:

1. City of Bowling Green – Neighborhood Revitalization, \$700,000.00
Contact Person: David Elbertson, City Manager, (863) 375-2255
2. City of Bristol – Neighborhood Revitalization, \$575,900.00
Contact Person: Robin Hatcher, City Clerk, (850) 643-2261
3. City of Bristol – Economic Development, \$600,000.00
Contact Person: Robin Hatcher, City Clerk, (850) 643-2261
4. City of Carrabelle – Economic Development, \$650,000.00
Contact Person: John McInnis, City Administrator, (850) 687-2727
5. City of Chipley – Neighborhood Revitalization, \$700,000.00
Contact Person: Patrice Yates, City Clerk, (850) 638-6350
6. City of Clermont – Neighborhood Revitalization, \$750,000.00
Contact Person: Wayne Saunders, City Manager, (352) 394-4081
7. City of Dunnellon – Neighborhood Revitalization, \$70,000.00
Contact person: Dawn M. Boone, City Clerk, (352) 465-8500
8. City of Graceville – Neighborhood Revitalization, \$70,000.00
Contact Person: Eugene Adams, City Manager, (850) 263-3250
9. City of Graceville – Economic Development, \$650,000.00
Contact Person: Eugene Adams, City Manager, (850) 263-3250
10. City of Haines City – Economic Development, \$750,000.00
Contact Person: Ken Sauer, Assistant City Manager, (863) 421-3650

11. Martin County – Neighborhood Revitalization, \$750,000.00
Contact Person: Eric Brent, Planner, (772) 288-5495
12. City of Trenton – Neighborhood Revitalization, \$70,000.00
Contact Person: Jered Ottenwess, City Manager, (352) 463-4000
13. City of Umatilla – Neighborhood Revitalization, \$650,000.00
Contact Person: Karen Howard, City Clerk, (352) 669-3125

FFY 2005

As part of the 2005 Small Cities Community Development Block Grant application cycle, Fred Fox Enterprises, Inc. received funding for and provided project management for the following communities:

1. City of Sebring – Commercial Revitalization, \$750,000.00
Contact Person: Pete Pollard, Grants Coordinator, (863) 471-5104
2. Town of Lake Placid – Neighborhood Revitalization, \$650,000.00
Contact Person: Arlene Tuck, Town Clerk, (863) 699-3747
3. City of Williston – Neighborhood Revitalization, \$650,000.00
Contact Person: Barbara Henson, City Clerk, (352) 528-3060
4. Town of Interlachen – Neighborhood Revitalization, \$650,000.00
Contact Person: Pamela S. Wilburn, Town Clerk, (386) 684-3811
5. City of Palatka – Neighborhood Revitalization, \$750,000.00
Contact Person: Allen Bush, City Manager, (386) 329-0100
6. Town of Grand Ridge – Neighborhood Revitalization, \$600,000.00
Contact person: J. R. Moneyham, City Manager, (850) 592-4621
7. City of Crestview – Neighborhood Revitalization, \$750,000.00
Contact Person: Mike Wing, Administrative Assistant to Council, (850) 689-1618
8. Gulf County – Neighborhood Revitalization, \$638,500.00
Contact Person: Donald Butler, Chief Administrator, (850) 229-6106
9. City of Belle Isle – Economic Development, \$650,000.00
Contact Person: Larry Williams, City Manger, (407) 851-7730
10. City of Palm Coast – Economic Development, \$450,000.00
Contact Person: Ira Corliss, Special Projects Manager, (386) 986-3717
11. City of Crystal River – Economic Development, \$650,000.00
Contact Person: Roger Goettelmann, AIBD Director (352) 795-4216
12. City of Sebring – Economic Development, \$750,000.00
Contact Person: Pete Pollard, Grants Coordinator, (863) 471-5104

FFY 2005 Disaster Recovery Initiative

As part of the special 2005 **Disaster Recovery Initiative** Community Development Block Grant application cycle, Fred Fox Enterprises, Inc. provided project management for the following communities:

1. City of Belle Isle – Storm Drainage Improvements, \$1,093,750.00
Contact Person: Larry Williams, City Manager, (407) 851-7730
2. City of Bowling Green – Water plant improvements, sewer plant improvements, lift station refurbishment, sanitary sewer line replacement, storm drainage improvements, street improvements, \$2,250,000.00
Contact Person: David Elbertson, City Manager, (863) 375-2255
3. Town of Eatonville – Sanitary sewer lift station renovations, installation of emergency generators at lift stations, drainage improvements, \$1,093,750.00
Contact Person: Roger Dixon, Public Works Director, (407) 623-1313
4. Hardee County – New sanitary sewer lines, water line replacement, \$2,250,000.00
Contact Person: Janet Gilliard, Director, (863) 773-6349
5. City of Haines City – Neighborhood center renovation, fire station renovation, \$634,273.50
Contact Person: Donald Carter, Finance Director, (863) 421-9901
6. Indian River County – Fire station reconstruction, water line extensions including hook-ups, vacuum sanitary sewer construction, construction of storm surge/flood protection project, \$7,500,000.00
Contact Person: Sasan Rohani, Chief of Long Range Planning, (772) 567-8000 Ext. 1250
7. City of Kissimmee – Storm drainage improvements, road reconstruction, \$1,458,333.33
Contact person: Caroline Bell, Community Development Program Coordinator, (407) 518-2155
8. Martin County – Installation of emergency generators at existing lift stations, replacement of existing traffic signalization with mast arms systems, \$2,187,500.00
Contact Person: Ronald Siegwald, Project Coordinator, (772) 223-7907
9. City of New Smyrna Beach – Drainage improvements including the acquisition of property and the construction of a retention pond, \$625,000.00
Contact Person: R. Lynne Kunkle, C.E.P., Code Enforcement Supervisor, (386) 424-2137
10. City of Oak Hill – Installation of an emergency generator at the City’s Emergency operations Center, drainage improvements, \$625,000.00
Contact Person: Kim Terwilliger, City Clerk, (407) 343-3177
11. Polk County – Storm drainage projects, park renovation, building renovation, building demolition, emergency generator installation, sewer line replacement, sewer line “Insituform” installation, retention pond restoration, \$2,606,453.00
Contact Person: Nancy Hurley, Grants Manager (863) 534-5252
12. City of St. Cloud – Fire Station Replacement, \$1,458,333.33
Contact Person: John Pham, PE Project Manager, (407) 957-8421

FFY 2004

As part of the 2004 Small Cities Community Development Block Grant cycle, Fred Fox Enterprises, Inc. received funding and provided project management for the following communities:

1. Town of Alford – Neighborhood Revitalization, \$600,000.00
Contact Person: George Gay, Mayor, (850)579-4684
2. City of Cottondale – Neighborhood Revitalization, \$600,000.00
Contact Person: Judy Powell, City Clerk, (850) 352-4361
3. City of Dade City – Neighborhood Revitalization, \$700,000.00
Contact Person: Laura Beagles, Assistant to City Manager, (352) 523-5050
4. City of Haines City – Economic Development, \$750,000.00
Contact Person: Richard Greenwood, Planning Dir., (863) 429-3229
5. City of Leesburg – Neighborhood Revitalization, \$750,000.00
Contact Person: Kenneth Thomas, Dir. of Housing and Econ. Dev, (352) 728-9708
6. City of Sebring – Economic Development, \$750,000.00
Contact Person: Pete Pollard, Grants Coordinator, (863) 471-5104
7. City of St. Augustine – Commercial Revitalization, \$750,000.00
Contact person: Tim Fleming, Grants Coordinator, (904) 825-1010
8. Town of Welaka – Neighborhood Revitalization, \$600,000.00
Contact Person: Gordon Sands, Mayor, (386) 467-9800
9. City of Wewahitchka – Neighborhood Revitalization, \$650,000.00
Contact Person: Don Minchew, City Manager, (850) 639-2605
10. City of Zephyrhills – Commercial Revitalization, \$750,000.00
Contact Person: Todd Vande Berg, Director of Development, (813) 780-0006
11. Gulf County – Economic Development, \$700,000.00
Contact Person: Don Butler, Chief Administrator, (850) 229-6106
12. City of Bunnell – Economic Development, \$650,000.00
Contact Person: Richard Diamond, City Manager (386) 437-7500

FFY 2003

As part of the 2003 Small Cities Community Development Block Grant cycle, Fred Fox Enterprises, Inc. received funding and provided project management for the following communities:

1. City of Chipley – Neighborhood Revitalization, \$700,000.00
Contact Person: Jim Morris, City Administrator, (850) 638-6350
2. City of Graceville – Neighborhood Revitalization, \$700,000.00
Contact Person: Eugene Adams, City Manager, (850) 263-3250

3. Town of Grand Ridge – Neighborhood Revitalization, \$433,670.83
Contact Person: J R Moneyham, Town Manager, (850) 592-4621
4. Town of Noma – Neighborhood Revitalization, \$600,000.00
Contact Person: Robert Skipper, Mayor, (850) 263-3449
5. City of Haines City – Commercial Revitalization, \$750,000.00
Contact Person: Richard Greenwood, (863) 421-3600
6. Town of Yankeetown – Neighborhood Revitalization, \$600,000.00
Contact Person: Debra Stines, Town Clerk, (352) 447-2511
7. Town of Wausau – Neighborhood Revitalization, \$600,000.00
Contact Person: Margaret Riley, Town Clerk, (850) 638-1781
8. City of Williston – Economic Development, \$600,000.00
Contact Person: James F. Coleman, City Manager, (352) 528-3060

FFY 2002

As part of the 2002 Small Cities Community Development Block Grant cycle, Fred Fox Enterprises, Inc. received funding and provided project management for the following communities:

1. City of Leesburg – Commercial Revitalization Application, \$750,000.00
Contact Person: Ken Thomas, Dir. Of Housing & Econ. Dev., (352) 728-9700
2. City of Sebring – Commercial Revitalization Application, \$700,000.00
Contact Person: Pete Pollard, Grants Coordinator, (863) 471-5014
3. City of Crestview – Commercial Revitalization Application, \$750,000.00
Contact Person: Don Morrison, Administrative Assistant, (850) 689-1618
4. Indian River County – Housing Rehabilitation Application, \$750,000.00
Contact Person: Gale Carmoney, Senior Planner, (772) 567-8000
5. City of Flagler Beach – Commercial Revitalization Application, \$648,202.00
Contact Person: Libby Kania, Assistant to City Manager, (386) 517-2000
6. Martin County – Neighborhood Revitalization Application, \$750,000.00
Contact Person: Eric Brent, Planner, (561) 288-5495

FFY 2001

As part of the 2001 Small Cities Community Development Block Grant cycle, Fred Fox Enterprises, Inc. received funding and provided project management for the following communities:

1. Town of Interlachen – Neighborhood Revitalization Application, \$500,000.00
Contact Person: Pamela Wilburn, Town Clerk, (386) 684-3811
2. City of Dade City – Neighborhood Revitalization Application, \$600,000.00
Contact Person: Laura Beagles, Assistant City Manager, (352) 523-5050

3. City of Bowling Green – Neighborhood Revitalization Application, \$550,000.00
Contact Person: David Elbertson, City Manager, (863) 375-2255
4. City of Crescent City – Neighborhood Revitalization Application, \$436,597.00
Contact Person: Marcus Collins, City Manager, (386) 698-2525
5. City of Palatka – Neighborhood Revitalization Application, \$750,000.00
Contact Person: Allen Bush, City Manager, (386) 329-0100
6. City of Cottondale – Neighborhood Revitalization Application, \$497,282.00
Contact Person: Judy Powell, City Clerk, (850) 352-4361
7. Town of Lake Placid – Neighborhood Revitalization Application, \$550,000.00
Contact Person: Arlene Tuck, Town Clerk, (863) 699-3747
8. City of Crystal River – Commercial Revitalization Application, \$600,000.00
Contact Person: Roger Goettelmann, CRA Manager, (352) 795-4216

FFY 2000

As part of the 2000 Small Cities Community Development Block Grant cycle, Fred Fox Enterprises, Inc. received funding and provided project management for the following communities:

1. City of Archer – Neighborhood Revitalization Application, \$550,000.00
Contact Person: Doug Drymon, City Manager, (352) 495-2880
2. Clay County – Housing Revitalization Application, \$750,000.00
Contact Person: Barbara Taylor, SHIP Coordinator, (904) 284-6376
3. City of Clermont – Commercial Revitalization Application, \$600,000.00
Contact Person: Wayne Saunders, City Manager, (352) 394-4081
4. City of Green Cove Springs – Neighborhood Revitalization Application, \$600,000.00
Contact Person: Karen Ingle, Planning, (904) 529-2200
5. City of Williston – Neighborhood Revitalization Application, \$550,000.00
Contact Person: James F. Coleman, City Manager, (352) 825-1005
6. City of Zephyrhills – Commercial Revitalization Application, \$600,000.00
Contact Person: Todd Vande Berg, Director of Development, (813) 788-2313
7. City of Kissimmee – Commercial Application, \$750,000.00
Contact: Gail Hamilton, Main Street Director, (407) 931-1370
8. City of St. Cloud – Economic Development Application, \$750,000.00
Contact Person: Mr. Robert MacKichan, Dir. of Gen. Services, (407) 957-7301
9. Highlands County – Economic Development Application, \$750,000.00
Contact Person: Jim Polatty, Director of Development Services, (863) 386-6653

FFY 1999

As part of the 1999 Small Cities Economic Development cycle, Fred Fox Enterprises, Inc. received funding for the following Economic Development Projects:

1. Highlands County – Economic Development Application, \$750,000.00
Contact Person: Jim Polatty, Development Director, (941) 385-2581
2. City of Palatka – Economic Development Application, \$750,000.00
Contact: Allen Bush, City Manager, (904) 329-0100
3. City of St. Augustine – Economic Development Application, \$700,000.00
Contact Person: Wm B. Harriss, City Manager, (904) 825-1005
4. Town of Welaka – Economic Development Application, \$500,000.00
Contact: Gordon Sands, Mayor, (904) 467-9800
5. City of Williston – Economic Development Application, \$550,000.00
Contact: James F. Coleman, City Manager, (352) 528-3060
6. City of Crystal River – Economic Development Application, \$600,000.00
Contact: Roger Goettelmann, CR Manager (352) 795-4216

During the round of applications for the El Nino DR-1195 Disaster Relief for Federal Fiscal Year 1999, Fred Fox Enterprises, Inc., prepared the application for the following two (2) communities; both applications were funded.

1. City of Center Hill – Housing Elevation and Drainage Improvement Application, \$500,000.00
Contact Person: Diane Lamb, City Clerk, (352) 793-4431
2. Town of Welaka – Drainage Improvements Application, \$500,000.00
Contact: Gordon Sands, Mayor, (904) 467-9800

During the round of applications for Federal Fiscal Year 1999, Fred Fox Enterprises, Inc. prepared the applications for the following funded communities:

1. City of Avon Park – Neighborhood Revitalization and Commercial Revitalization Application, \$600,000.00 (each)
Contact Person: C. B. Shirey, City Manager, (941) 452-4400
2. City of Bushnell – Neighborhood Revitalization Application, \$500,000.00
Contact Person: Vincente Ruano, City Manager, (352) 793-2591
3. City of Center Hill – Neighborhood Revitalization Application, \$500,000.00
Contact Person: Diane Lamb, City Clerk, (352) 793-4431
4. City of Chiefland – Neighborhood Revitalization Application, \$550,000.00
Contact Person: Bill Hammond Jr., City Manager, (352) 493-6711
5. City of Crestview – Commercial Revitalization Application, \$750,000.00
Contact Person: Don Morrison, Admin Assistant, (850) 682-1618
6. Town of Oakland – Neighborhood Revitalization Application, \$500,000.00
Contact Person: Jay Evans, Town Manager, (407) 656-1117

7. Town of Welaka – Housing Application, \$500,000.00
Contact: Gordon Sands, Mayor, (904) 467-9800

FFY 1998

During the round of applications for Federal Fiscal Year 1998, Fred Fox Enterprises, Inc. received funding and provided project management for the following communities:

1. Town of Bowling Green – Neighborhood Application, \$550,000.00
Contact: David Elbertson, City Manager, (941) 375-3362
2. City of Graceville – Neighborhood Application, \$600,000.00
Contact: Eugene Adams, City Manager, (904) 263-3250
3. Town of Grand Ridge – Neighborhood Application, \$500,000.00
Contact: Clyde Moneyham, Jr., City Manager, (904) 592-4621
4. Town of Interlachen – Neighborhood Application, \$500,000.00
Contact: Pamela S. Wilburn, Clerk, (904) 684-3811
5. City of Palatka – Neighborhood Application, \$750,000.00
Contact: Allen Bush, City Manager, (904) 329-0100
6. City of Sebring – Commercial Application, \$600,000.00
Contact: Pete Pollard, CRA Director, (813) 471-5138
7. City of Williston – Economic Development Application, \$550,000.00
Contact: James F. Coleman, City Manager, (352) 528-3060
8. City of Zephyrhills – Commercial Application, \$600,000.00
Contact: Todd Vande Berg, Director of Development, (813) 788-2313

During the round of applications for the El Nino DR-1195 Disaster Relief for Federal Fiscal Year 1998, Fred Fox Enterprises, Inc. prepared the applications for the following three communities. All three applications were funded.

1. City of Archer – Housing Buy Out Application, \$200,000.00
Contact Person: Bruce Pagel, City Manager, (904) 495-2880
2. City of Crystal River – Housing Buy Out Application, \$350,000.00
Contact: Roger Goettlemann, Main Street Manager, (352) 795-4216
3. City of Tarpon Springs – Housing Buyout Application, \$350,000.00
Contact: Kathy Monahan, Grants Coordinator, (813) 938-3711

FFY 1997

During the round of applications for Federal Fiscal Year 1997, Fred Fox Enterprises, Inc. received funding and provided project management for the following communities:

1. Osceola County – Housing Application, \$750,000.00
Contact: Anna Pinellas, Housing/Grants Admin., (407) 847-1297
2. Town of Welaka – Housing Application, \$500,000.00
Contact: Gordon Sands, Mayor, (904) 467-9800
3. City of Chiefland – Neighborhood Application, \$550,000.00
Contact: Bill Hammond Jr., City Manager, (352) 493-6711
4. City of Crescent City – Commercial Application, \$550,000.00
Contact: Carl Tankersley, Admin. Supervisor, (904) 698-2525
5. Town of Lake Placid – Neighborhood Application, \$550,000.00
Contact: Arlene Tuck, City Clerk, (941) 699-3747
6. City of Tarpon Springs – Commercial Application, \$750,000.00
Contact: Kathy Monahan, Grants Coordinator, (813) 938-3711
7. City of Tarpon Springs - Economic Development Application, \$337,000.00
Contact: Kathy Monahan, Grants Coordinator
8. City of Crystal River – Commercial Application, \$600,000.00
Contact: Roger Goettlemann, Main Street Manager, (352) 795-4216
9. City of Kissimmee – Commercial Application, \$750,000.00
Contact: Gail Hamilton, Main Street Director, (407) 931-1370
10. City of Palatka – Economic Development Application, \$750,000.00
Contact: Allen Bush, City Manager, (904) 329-0100

FFY 1996

During the round of applications for Federal Fiscal Year 1996, Fred Fox Enterprises, Inc. received funding and provided project management for the following communities:

1. City of Palatka – Neighborhood Application, \$700,000.00
Contact: Allen Bush, City Manager, (904) 329-0100
2. Town of Grand Ridge – Neighborhood Application, \$500,000.00
Contact: Clyde Moneyham, Jr., City Manager, (850) 592-4621
3. Town of Interlachen – Neighborhood Application, \$500,000.00
Contact: Pamela S. Wilburn, Clerk, (904) 684-3811
4. Town of Otter Creek – Neighborhood Application, \$500,000.00
Contact: Jeannie Welch, Clerk, (352) 486-1102

5. Town of Eatonville – Neighborhood Application, \$600,000.00
Contact: Joe Stiso, Grants Coordinator, (407) 623-1313
6. City of Fellsmere – Neighborhood Application, \$500,000.00
Contact: Deborah C. Krages, City Clerk, (407) 571-1616
7. Martin County – Neighborhood Application, \$750,000.00
Contact: Hank Woollard, (561) 288-5459
8. City of Crestview – Commercial Application, \$700,000.00
Contact: Don Morrison, Admin. Assistant, (850) 682-1618
9. Martin County – Emergency Set-Aside Application, \$750,000.00
Contact: Hank Woollard, (561) 288-5459

FFY 1995

During the round of applications for Federal Fiscal Year 1995, Fred Fox Enterprises, Inc. received funding and provided project management for the following communities:

1. City of Sebring - Commercial Application, \$600,000.00
Contact Person: Pete Pollard, CRA Director, (941) 471-5140
2. City of Bushnell - Commercial Application, \$500,000.00
Contact Person: Vincente Ruano, City Manager, (352) 793-2591
3. City of Keystone Heights - Neighborhood Application, \$500,000.00
Contact Person: Karen N. McGill, City Clerk, (352) 473-4807
4. City of Starke - Neighborhood Application, \$600,000.00
Contact Person: Linda Johns, City Clerk, (904) 964-5027
5. Highlands County – Neighborhood Application, \$750,000.00
Contact Person: Jim Polatty, Development Director, (941) 385-2481
6. City of Lynn Haven – Neighborhood Application, \$600,000.00
Contact Person: Ricky Horst, City Manager, (850) 265-2121
7. Clay County – Neighborhood Application, \$750,000.00
Contact Person: Robert Wilson, County Administrator, (904) 284-6376
8. Town of Cedar Grove – Neighborhood Application, \$500,000.00
Contact Person: Nadine Kolmetz, City Clerk, (904) 763-2911
9. City of Williston – Neighborhood Application, \$500,000.00
Contact Person: James F. Coleman, City Manager, (352) 528-3060
10. City of St. Augustine – Neighborhood Application, \$700,000.00
Contact Person: Wm B. Harriss, Asst. City Manager, (904) 825-1005

11. City of Clermont – Housing Application, \$600,000.00
Contact Person: Wayne Saunders, City Manager, (352) 394-4081
12. City of Archer – Housing Application, \$500,000.00
Contact Person: Bruce Pagel, City Manager, (904) 495-2880

FFY 1994

During the round of applications for Federal Fiscal Year 1994, Fred Fox Enterprises, Inc. received funding and provided project management for the following communities:

1. City of Avon Park – Housing Application, \$575,000.00
Contact: C. B. Shirey, City Manager, (941) 452-4400
2. City of Center Hill – Neighborhood Application, \$375,000.00
Contact: Diane Lamb, City Clerk, (352) 793-4431
3. City of Chiefland – Neighborhood Application, \$500,000.00
Contact: Bill Hammond Jr., City Manager, (352) 493-4433
4. City of Crescent City – Housing Application, \$500,000.00
Contact: Carl Tankersley, Administrative Supervisor, (904) 698-2525
5. Town of Cross City – Housing Application, \$500,000.00
Contact: Gary Poore, Town Manager, (352) 498-3306
6. City of High Springs – Neighborhood Application, \$500,000.00
Contact: Leonard Withey, City Manager, (904) 454-1416
7. City of Kissimmee – Housing Application, \$650,000.00
Contact: Gail Hamilton, Main Street Director, (407) 847-2821
8. City of Okeechobee – Commercial Application, \$575,000.00
Contact: John Drago, City Administrator, (941) 763-3372
9. City of Sebring – Economic Development Application, \$575,000.00
Contact: Pete Pollard, CRA Director, (941) 471-5138

FFY 1993

During the round of applications for Federal Fiscal Year 1993, Fred Fox Enterprises, Inc. received funding and provided project management for the following communities:

1. City of Crestview – Housing Application, \$575,000.00
Contact: Don Morrison, Administrative Assistant, (850) 682-6131
2. City of Monticello – Neighborhood Application, \$500,000.00
Contact: Betty Bullock, City Clerk, (904) 997-3312

3. Osceola County – Housing Application, \$650,000.00
Contact: Anna Pinellas, Grants Housing, (407) 847-1297
4. City of Palatka – Commercial Application, \$575,000.00
Contact: Allen Bush, City Manager, (904) 329-0100
5. Town of Yankeetown – Neighborhood Application, \$375,000.00
Contact: Debra Stines, Town Clerk, (352) 447-2511

FFY 1992

During the round of applications for Federal Fiscal Year 1992, Fred Fox Enterprises, Inc. received funding and provided project management for the following communities:

1. City of Archer – Housing Application, \$375,000.00
Contact: Bruce Pagel, City Manager, (352) 495-2880
2. Town of Eatonville – Housing Application, \$500,000.00
Contact: Joe Stiso, Grants Coordinator, (407) 647-0061
3. Town of Grand Ridge – Neighborhood Application, \$375,000.00
Contact: J. R. Moneyham, Town Manager, (850) 592-4621
4. Town of Hastings - Housing Application, \$375,000.00
Contact: Shelby Jack, Town Manager, (904) 692-1420
5. Town of Hilliard – Neighborhood Application, \$500,000.00
Contact: Jeanine Orender, Town Clerk, (904) 846-3555
6. City of Homestead – Neighborhood Application, \$650,000.00
Contact: Tammy Reed, (305) 247-1801
7. Madison County – Neighborhood Application, \$575,000.00
Contact: Cohen Bond, County Coordinator, (904) 973-3179
8. City of Palatka – Economic Development Application, \$108,000.00
Contact: Allen Bush, City Manager, (904) 329-0100
9. City of Sebring – Commercial Application, \$575,000.00
Contact: Pete Pollard, Grants Coordinator, (941) 471-5104
10. Town of Welaka – Neighborhood Application, \$375,000.00
Contact: Gordon Sands, Mayor, (904) 467-9800

FFY 1991

During the round of applications for Federal Fiscal Year 1991, Fred Fox Enterprises, Inc. received funding and provided project management for the following communities:

1. City of Arcadia – Housing Application, \$575,000.00
Contact: Margaret Way, City Clerk, (941) 494-4114
2. City of Bushnell – Housing Application, \$375,000.00
Contact: Vincente Ruano, City Manager, (352) 793-2591
3. City of Cedar Key – Neighborhood Application, \$375,000.00
Contact: Frances Hodges, City Clerk, (352) 543-5132
4. City of Chiefland – Housing Application, \$500,000.00
Contact: Bill Hammond Jr, City Manager, (352) 493-4433
5. City of Clermont – Housing Application, \$575,000.00
Contact: Wayne Saunders, City Manager, (352) 394-4081
6. Flagler County – Economic Development Application, \$516,000.00
Contact: Ken Koch, (904) 437-2170
7. Gilchrist County – Housing Application, \$575,000.00
Contact: Sheree Pitzarell, Deputy Clerk, (352) 463-2345
8. Hendry County – Neighborhood Application, \$650,000.00
Contact: Christine Pratt, Clerk of Court, (813) 675-5217
9. City of High Springs – Commercial Application, \$500,000.00
Contact: Leonard Withey, City Clerk, (904) 454-1415
10. City of Okeechobee – Neighborhood Application, \$575,000.00
Contact: John Drago, City Administrator, (941) 769-3372
11. Town of Otter Creek – Neighborhood Application, \$375,000.00
Contact: Jeannie Welch, Clerk, (904) 486-4460
12. City of Starke – Commercial Application, \$575,000.00
Contact: Linda Johns, City Clerk, (904) 964-5027
13. Sumter County – Housing Application, \$650,000.00
Contact: Bernard Dew, County Administrator, (352) 793-0200
14. City of Trenton – Housing Application, \$375,000.00
Contact: Kathryn Deen, City Clerk, (352) 463-2222
15. City of Williston – Housing Application, \$500,000.00
Contact: James F. Coleman, City Manager, (352) 528-3060

FFY 1990

During the round of applications for Federal Fiscal Year 1990, Fred Fox Enterprises, Inc. received funding and provided project management for the following communities:

1. City of Alachua – Housing Application, \$575,000.00
Contact: Mark Duchon, City Manager, (352) 461-1231
2. City of Avon Park – Housing Application, \$575,000.00
Contact: C. B. Shirey, City Manager, (941) 452-4400
3. Town of Cross City – Neighborhood Application, \$500,000.00
Contact: Gary Poore, Town Manager, (352) 498-3306
4. Town of Eatonville – Neighborhood Revitalization Application, \$500,000.00
Contact: Joe Stiso, Grants Coordinator, (407) 623-1313
5. City of Palatka – Neighborhood Application, \$575,000.00
Contact: Allen Bush, City Manager, (904) 329-0100
6. City of Webster – Housing Application, \$425,000.00
Contact: Grace Croft, City Clerk, (904) 793-2073
7. Town of Welaka – Neighborhood Revitalization, \$350,000.00
Contact: Gordon Sands, Mayor, (904) 467-9800
8. City of Palatka – Commercial Revitalization, \$493,478.00
Contact: Allen Bush, City Manager, (904) 329-0100

FFY 1989

During the round of applications for Federal Fiscal Year 1989, Fred Fox Enterprises, Inc. received funding and provided project management for the following communities:

1. City of Archer – Housing Application, \$425,000.00
Contact: Bruce Pagel, City Manager, (352) 495-2880
2. City of Bunnell – Neighborhood Revitalization, \$500,000.00
Contact: Thomas Hutson, City Manager, (904) 437-2417
3. Town of Caryville – Housing Application, \$425,000.00
Contact: Ethel Lawrence, Town Clerk, (850) 548-5701
4. City of Crestview – Neighborhood Revitalization, \$575,000.00
Contact: Don Morrison, Administrative Assistant, (850) 682-6131
5. Town of Interlachen – Housing Application, \$425,000.00
Contact: Pamela Wilburn, Town Clerk, (904) 684-3811
6. Marion County – Housing Application, \$650,000.00
Contact: Brian Graff, Grants Official, (352) 622-0224

7. Town of Micanopy – Housing Application, \$425,000.00
Contact: Mary Sanders, Town Clerk, (352) 466-3121
8. City of Sebring – Housing Application, \$575,000.00
Contact: Pete Pollard, CRA Director, (941) 385-0549
9. Town of Zolfo Springs - Housing Application, \$500,000.00
Contact: Delena Rivers, Town Clerk, (813) 735-0405

FFY 1988

During the round of applications for Federal Fiscal Year 1988, Fred Fox Enterprises, Inc. received funding and provided project management for the following communities:

1. City of Alachua – Neighborhood Revitalization Application, \$500,000.00
Contact: Mark Duchon, City Manager, (352) 462-1231
2. City of Avon Park – Housing Application, \$575,000.00
Contact: C. B. Shirey, City Manager, (941) 452-2221
3. Town of Cross City – Housing Application, \$500,000.00
Contact: Gary Poore, Town Manager, (352) 498-3306
4. Town of Eatonville – Neighborhood Application, \$500,000.00
Contact: Joe Stiso, Grants Coordinator, (407) 623-1313
5. City of Palatka – Commercial Application, \$575,000.00
Contact: Allen Bush, City Manager, (904) 329-0100
6. City of Trenton – Neighborhood Application, \$425,000.00
Contact: Kathryn Deen, City Manager, (352) 463-2222
7. Town of Wausau – Neighborhood Application, \$350,000.00
Contact: Margaret Riley, Town Clerk, (904) 638-1781
8. City of Webster - Housing Application, \$425,000.00
Contact: Grace Croft, City Clerk, (904) 793-2073
9. Town of Welaka – Neighborhood Application, \$350,000.00
Contact: Gordon Sands, Mayor, (904) 467-9800

FFY 1987

During the Federal Fiscal Year 1987, Fred Fox Enterprises submitted, received funding for, and administered the following commercial revitalization projects listed below:

1. City of Palatka – Commercial Revitalization, \$575,000.00
Contact: Allen Bush, City Manager, (386) 329-0100

2. City of Webster – Commercial Revitalization, \$425,000.00

Contact: Grace Croft, City Clerk, (352) 793-2073

During the Federal Fiscal Year 1987, Fred Fox Enterprises submitted, received funding for, and administered the following project listed below:

1. Town of Mayo – Economic Development, \$353,880.00

Contact: Mayor Taylor McGrew, (352) 294-2431

During the round of applications for Federal Fiscal Year 1987, Fred Fox Enterprises, Inc. prepared the applications for the following communities:

1. City of Arcadia – Housing Application, \$575,000.00

Contact: Edward Strube, City Administrator, (941) 494-2880

2. City of Bunnell – Housing Application, \$500,000.00

Contact: Thomas Hutson, City Manager, (386)437-2417

3. Town of Caryville – Housing Application, \$362,136.00

Contact: Ethel Lawrence, Town Clerk, (850) 538-5571

4. City of Sebring – Housing Application, \$575,000.00

Contact: Pete Pollard, Grants Coordinator, (941) 471-5104

5. City of Sebring – Commercial Application, \$575,000.00

Contact: Pete Pollard, Grants Coordinator, (941) 471-5104

FFY 1986

During the round of applications for Federal Fiscal Year 1986, Fred Fox Enterprises, Inc. prepared the applications for the following communities:

1. City of Alachua – Housing Application, \$575,000.00

Contact: Mark Duchon, City Manager, (352) 462-1231

2. City of Arcadia – Housing Application, \$575,000.00

Contact: Edward Strube, City Administrator, (941) 494-4114

3. Town of Baldwin – Housing Application, \$500,000.00

Contact: Lula Hill, Town Clerk, (904) 266-4221

4. City of Bunnell – Housing Application, \$500,000.00

Contact: Thomas Hutson, City Manager, (386) 437-2417

5. Clay County – Neighborhood Application, \$485,000.00

Contact: Tom Price, SHIP Coordinator, (904) 384-8772

6. Town of Hastings – Housing Application, \$500,000.00

Contact: Shelby Jack, Town Clerk, (904) 692-1420

7. Town of Interlachen – Neighborhood Revitalization, \$500,000.00
Contact: Pamela Wilburn, Town Clerk, (386) 684-3811
8. St. Johns County – Housing Application., \$650,000.00
Contact: Bud Markel, County Clerk, (904) 824-8131
9. City of Sebring – Housing Application, \$575,000.00
Contact: Pete Pollard, Grants Coordinator, (941) 471-5404
10. City of Sebring – Commercial Application, \$575,000.00
Contact: Pete Pollard, Grants Coordinator, (941) 385-0549
11. City of Webster – Housing Application, \$500,000.00
Contact: Grace Croft, City Clerk, (352) 793-2073
12. Town of Welaka – Housing Application, \$500,000.00
Contact: Gordon Sands, Mayor, (904) 467-9800

FFY 1985

During the round of applications for Federal Fiscal Year 1985, Fred Fox Enterprises, Inc. prepared the applications for the following communities:

1. Town of Baldwin – Housing Application, \$496,450.00
Contact: Lula Hill, Town Clerk, (904) 266-4221
2. City of Crescent City – Housing Application, \$500,000.00
Contact: Carl Tankersley Administrative Assistant, (386) 698-2525
3. Marion County – Neighborhood and Commercial Applications, \$650,000.00
Contact: Brian Graff, Grants Official, (904) 622-0224
4. Marion County – Housing Application, \$644,920.00
Contact: Brian Graff, Grants Official, (904) 622-0224
5. St. Johns County – Housing Application, \$645,800.00
Contact: Bud Markel, County Clerk, (904) 824-8131

FFY 1984

During the round of applications for Federal Fiscal Year 1984, Fred Fox Enterprises, Inc. prepared the applications for the following communities:

1. City of Avon Park – Housing Application, \$575,000.00
(Administration Only) Contact: C. B. Shirey, City Manager, (941) 452-4400
2. City of Avon Park – Neighborhood and Commercial Applications, \$575,000.00
Contact: C. B. Shirey, City Manager, (941) 452-4400
3. City of Crescent City – Housing Application, \$500,000.00
Contact: Carl Tankersley, Administrative Assistant, (386) 698-2525

4. City of Crescent City – Jobs Bill Program, \$750,000.00
Contact: Carl Tankersley, Administrative Assistant, (386) 698-2525
5. City of Crescent City – Neighborhood Application, \$260,000.00
Contact: Carl Tankersley, Administrative Assistant, (386) 698-2525
6. City of St. Augustine – Housing Application, \$750,000.00
Contact Person: Jason Sheffield, Grants Coordinator, (904) 825-1005

**CITY OF LAKE CITY
COMMERCIAL REVITALIZATION PROJECT
MANAGEMENT APPROACH**

Having prepared the application, Fred Fox Enterprises is familiar with the City of Lake City's Small Cities CDBG Commercial Revitalization project which includes the following activities:

- ❖ In Service Area #1 – the construction of an amphitheater in Wilson Park above Lake Desoto.

Additionally, if funds are available, the City will include the following activity:

- ❖ In Service Area #1 – the construction of a fountain in Lake Desoto adjacent to Wilson Park.

If selected, my firm would immediately begin the implementation of the City's CDBG project.

To date Fred Fox Enterprises has worked with the City of Lake City to carry out the following steps which were required in order for the City of Lake City to be awarded the funding for the CDBG Commercial Revitalization project:

- Worked with City staff to select the CDBG eligible activities included in the application to ensure the application was as competitive as possible;
- Worked with City staff to develop a strong application for submission to DEO;
- Developed a draft of the 1st Public Hearing Notice and facilitated the First Public Hearing required for development of the grant application;
- Developed a draft of the CATF Meeting Notice and conducted the Citizen's Advisory Task Force meeting required for grant development;
- Conducted the door-to-door household income surveys to determine low to moderate income eligibility;
- Developed a draft of the Second Public Hearing Notice and facilitated the second public hearing required for grant submission;
- Prepared the application for submission to the Department of Economic Opportunity (DEO);
- Submitted the City's application to DEO;
- Coordinated and assisted with DEO's site visit for the project and prepared the response to all of DEO's questions regarding the project;
- Began the Environmental Review process;

**CITY OF LAKE CITY
COMMERCIAL REVITALIZATION PROJECT
MANAGEMENT APPROACH (continued)**

The work items and time line that would be utilized to carry out the City of Lake City’s CDBG Commercial Revitalization project are as follows:

WORK ITEM	DATE OF COMPLETION
1. City selects project administrator	October 15, 2021
2. City receives CDBG contract from the State for completion and execution	September 15, 2021
3. The City returns a fully executed contract package to the state	October 1, 2021
4. The City receives a fully executed contract from the State	November 1, 2021
5. Administrator working with the City begins Environmental Review process	August 15, 2021
6. City submits administrator desktop monitoring package and contract to DEO for approval	October 15, 2021
7. The City obtains approval for the administrator selection process and contract from the State,	November 1, 2021
8. The Environmental Review process is completed	January 31, 2022
9. The City receives “Release of Funds” notification from the State	March 1, 2022
10. The State approves the plans and specifications for the project. A wage decision is obtained.	March 15, 2022
11. Construction of the project is bid out	April 1, 2022
12. The City awards the bids and obtains DEO’s approval of the contractor	June 1, 2022
13. The City holds the Pre-construction Conference and issues the “Notice to Proceed” to the contractor	July 1, 2022
14. The contractor begins construction of the project	August 1, 2022

**CITY OF LAKE CITY
COMMERCIAL REVITALIZATION PROJECT
MANAGEMENT APPROACH (continued)**

WORK ITEM	DATE OF COMPLETION
15. The contractor completes construction of the project	December 31, 2023
16. The administrator prepares close-out documents for the project and the City submits the documents to the State	January 31, 2024

QUALITY & SCHEDULE CONTROL

Fred Fox Enterprises facilitates the timing and flow of a project utilizing the following:

1. Develop a Critical Path and Gantt Chart designating specific timelines and completion dates for each phase of the project:
2. Meet with all of the players involved with the project and go over the time-line with them, getting them to commit to meeting the schedule or adjusting the schedule to a time line each player can meet:
3. On a monthly basis, review the status of the project and determine if it is progressing on schedule:
4. If the project is not progressing on schedule, schedule a meeting with the individual or firm that has fallen behind schedule with their portion of the implementation of the project and develop a game plan to bring the project back on schedule:
5. Carry out this process each month until the project has been completed.

The project will involve City staff, the project engineer, the project administrator and a qualified low bid contractor. Fred Fox Enterprises will complete the management of the grant with our own staff, we will **not** utilize any sub-consultants in the administration of the project.

**CITY OF LAKE CITY
COMMERCIAL REVITALIZATION PROJECT
FEE SCHEDULE**

The fee schedule for the management of the City of Lake City’s CDBG Project in the Commercial Revitalization category would be as follows:

SERVICE	AMOUNT
1. <u>Prepare the Environmental Review</u> <ul style="list-style-type: none"> • Prepare the Environmental Review, including all required mail-outs. • Prepare the required advertising. 	\$ 10,000.00
2. <u>Attendance at the Project Monitoring Visits as well as the Completion of all Required Reports</u> <ul style="list-style-type: none"> • Prepare Project Amendments (Estimate - 2). • Prepare all required reports for submission by the City • Prepare all required advertisements. • Participate in all State Monitoring visits (Estimate - 2). • Prepare the Preliminary Contract and Final close-out documents for the project. 	\$ 10,000.00
3. <u>Project Administration/Financial Supervisor</u> <ul style="list-style-type: none"> • Create and maintain an independent set of financial records for the project. • Prepare all Request for Funds for the project for submission by the City. • Coordinate 504 (handicapped accessibility) requirements with the City. • Work with the City to carry out required Fair Housing Activities. • Coordinate with the State on any new program requirements. 	\$ 15,000.00
4. <u>Coordination with the Engineer and Contractor</u> <ul style="list-style-type: none"> • Coordinate with the engineer on all Federal and State requirements associated with the project. • Participate in the Pre-bid conference for the project. • Obtain the contractor approval from the State. • Coordinate the Pre-construction conference with the engineer. • Review contractor package for grant information completion. • Insure Notice To Proceed is issued to the contractor. • Conduct required Employee Interviews. 	

**CITY OF LAKE CITY
COMMERCIAL REVITALIZATION PROJECT
FEE SCHEDULE (cont.)**

SERVICE	AMOUNT
<ul style="list-style-type: none"> • Review and approve contractor payroll requests along with the engineer. • Review and recommend approval of all change orders as they relate to State contract compliance. 	\$ 20,000.00
5. <u>Community Coordination</u>	
<ul style="list-style-type: none"> • Meet with the Citizen’s Advisory Task Force to keep them updated on the progress of the project. • Meet with the City Council and City Staff as requested to keep them updated on the progress of the project. 	\$ 500.00
6. <u>Coordination with State Staff</u>	
<ul style="list-style-type: none"> • Maintain continuous telephone and written coordination with State staff to insure a smooth flow of the project through the state system. • Walk any required amendments and approvals through the State to insure a quick approval. 	\$ <u>500.00</u>
GRAND TOTAL -----	\$ 56,000.00

CITY OFFICIALS
Jerry Conerly, City Manager
Maria Carmen Silva, City Clerk
John Scheel, Police Chief
Gerald Buhr, City Attorney



P.O. Box 608, 104 E. Main Street
Bowling Green, FL 33834-0608
(863) 375-2255, Fax (863) 375-3362

COMMISSIONERS
Sam Fite, Mayor
Steven Spinks, Vice Mayor
David Durastanti
Cliff Lunn
Shirley Tucker

August 28, 2018

Re: Letter of Reference

To Whom It May Concern:

Fred Fox Enterprises, Inc. has provided grant procurement and administration services for the City of Bowling Green since 1998. Thanks to their knowledge and experience, Bowling Green has received several million dollars worth of grant funded improvements to our utilities and City Parks.

The firm's staff members are very knowledgeable and professional. In addition, their working relationship with city staff and project engineers is very positive.

Our relationship with Fred Fox Enterprises Inc. has been a definite asset to the City of Bowling Green and I highly recommend the firm to any organization in need of grant services.

Sincerely

A handwritten signature in blue ink, appearing to be "J. Conerly". The signature is fluid and cursive.

Jerry Conerly

TOWN OF BRANFORD

P.O. BOX 577 • BRANFORD, FLORIDA 32008 • (386) 935-1146

Office of the Mayor

Clerk's Office

April 6, 2018

To Whom It May Concern

RE: Letter of Reference for Fred Fox Enterprises, Inc.

Dear Sir/Madam:

The Town of Branford is pleased to offer this letter of reference for Fred Fox Enterprises, Inc. Mr. Fox and his team have assisted the Town with our Neighborhood Revitalization grant which deals with upgrades to the Town's Sewer Treatment Plant. Mr. Fox's team has been very helpful in guiding our staff through each required step of the grant's application and administration process. Mr. Fox's firm is very informative and up to date on all of the regulations regarding Community Development Block Grant Projects funded through the Department of Economic Opportunity.

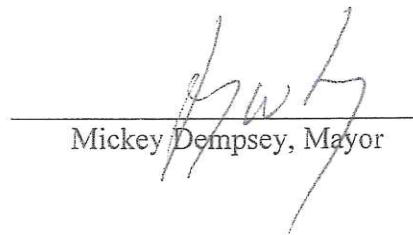
I would highly recommend Mr. Fox's firm to any other community looking for a knowledgeable and experienced grant writer/consultant.

If you have any questions, please do not hesitate to contact our office.

Sincerely,

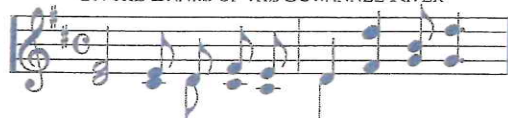


Donna Hardin, Town Clerk



Mickey Dempsey, Mayor

ON THE BANKS OF THE SUWANNEE RIVER





TOWN OF CALLAHAN

Post Office Box 5016 • Callahan, Florida 32011

January 3, 2017

To Whom It May Concern:

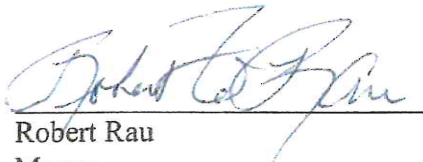
RE: Letter of Reference for Fred Fox Enterprises, Inc.

Dear Sir/Madam:

The Town of Callahan is pleased to offer this letter of reference for Fred Fox Enterprises, Inc. Mr. Fox and his team has assisted the town with our recently funded Neighborhood Revitalization Grant, which deals with the installation of a new water tank at the town's water plant, and the refurbishment of the existing water tank. Mr. Fox's team has been very helpful in guiding our staff through each required step of the grant's process. Mr. Fox's firm is very informative and up to date on all the regulations regarding Community Development Block Grant Projects funded through the Department of Economic Opportunity.

I would highly recommend Mr. Fox's firm to any other community looking for a knowledgeable and experienced grant writer/consultant.

Sincerely,


Robert Rau
Mayor



City of Chiefland

~ The Gem of the Suwannee Valley ~

Teal Pomeroy
Mayor

Teresa Barron
Vice Mayor

Rollin Hudson
Commissioner

Chris Jones
Commissioner

Betty Walker
Commissioner

September 3, 2014

To Whom It May Concern:

Re: Letter of Reference for Fred Fox Enterprises, Inc.

Dear Sir/Madam:

The City of Chiefland is pleased to offer this letter of reference for Fred Fox Enterprises, Inc. Mr. Fox and his team has assisted the City on several CDBG projects over the years; and the City has found them to be competent and pleasant to work with.

The Fox team assisted us with our 2009 Neighborhood Revitalization Grant, which dealt with installation of new sewer and roadway improvements in two residential areas in Chiefland. Mr. Fox's team was very helpful in the surveying of the residents, procurement of contractors for the project and close out activities. The Fox team is very knowledgeable and up-to-date on all of the regulations regarding environmental compliance, MBE vendors, Section II and Fair Housing rules.

I highly recommend Mr. Fox's firm to any other community looking for a knowledgeable and experienced grant consultant.

Sincerely,

Laurie Copeland

Laurie Copeland
Financial Project Coordinator



City of Chipley



CITY HALL

1442 Jackson Avenue

P.O. Box 1007

Chipley, Florida 32428

(850) 638-6350 Fax: (850) 638-6353

July 1, 2013

Mr. Fred Fox
Fred Fox Enterprises, Inc.
P.O. Box 1047
St. Augustine, FL 32085-1047

Dear Mr. Fox:

Please allow this letter to serve as a letter of reference for Fred Fox Enterprises, Inc. The City of Chipley has worked with Fred Fox Enterprises since 2003. Fred Fox Enterprises, Inc. has helped the City of Chipley secure three (3) Small Cities CDBG Neighborhood Revitalization Grants totaling two million one hundred thousand dollars (\$2,100,000.00) in funding. All of these projects have been funded through the State of Florida. Initially the projects were funded through the Florida Department of Community Affairs and more recently through the Florida Department of Economic Opportunity. Fred Fox Enterprises has administered all three (3) Small Cities CDBG projects they have obtained for the City.

Fred Fox Enterprises, Inc. has also worked with the City to obtain six (6) Florida Recreation Development Assistance Program (FRDAP) grants totaling over one million dollars (\$1,000,000.00) for the phased expansion and development of PALS Park, the primary public outdoor recreational facility within the City.

In Addition, Fred Fox Enterprises, Inc. recently worked with the City to obtain two hundred fifty thousand dollars (\$250,000.00) in funding from the Florida Department of Agriculture, State Energy Office to install more efficient light bulbs in the period lighting in downtown Chipley. The light bulb replacement project was recently completed.

The personnel at Fred Fox Enterprises, Inc. have worked closely with City's staff to carry out all of the projects referenced above. The City has found the staff at Fred Fox Enterprises, Inc. to have an excellent working knowledge of all the grant program referenced above. The staff at Fred Fox Enterprises has maintained a close working relationship with the staff at the state level administering the projects. Mr. Fox, with his excellent understanding of the state and federal grant programs, has been able to guide the City in developing Small Cities CDBG and other grant program applications that are both competitive and include activities which meet the City's needs. The grants obtained by the City with the assistance of Fred Fox Enterprises have resulted in a significant number of public infrastructure improvements.

Sincerely,

Dan Miner, City Administrator
City of Chipley, FL





**CLAY COUNTY
FLORIDA**

Purchasing Division
P.O. Box 1366
477 Houston Street
4th Floor, Admin Building
Green Cove Springs, FL
32043-0367

Area Code: 904
Phone: 278-3761
529-3761
Fax: 278-3728

County Manager
Stephanie C. Kopelousos

Commissioners:
Wendell D. Davis
District 1
Douglas P. Conkey
District 2
Diane Hutchings
District 3
T. Chereese Stewart
District 4
Ronnie E. Robinson
District 5

Switchboard:
GCS (904) 284-6300
KH (352) 473-3711
KL (904) 533-2111
OP/MBG (904) 269-6300

www.claycountygov.com

Monday, July 1, 2013

To Whom It May Concern

RE: Letter of Reference for Fred Fox Enterprises, Inc.

Dear Sir/Madam:

Clay County is pleased to offer this letter of reference for Fred Fox Enterprises, Inc. Mr. Fox and his team assisted the County with numerous Community Development Projects including but not limited to our recent Neighborhood Revitalization grant which dealt with the new paving in the Highridge Estates area. Mr. Fox's team has been very helpful in guiding our staff through each required step of the grant's application and administration process. Mr. Fox's firm is very informative and up to date on all of the regulations regarding Community Development Block Grant Projects funded through the Department of Economic Opportunity.

I would highly recommend Mr. Fox's firm to any other community looking for a knowledgeable and experienced grant writer/consultant.

If you have any questions, please do not hesitate to contact my office at 904-278-3735.

Sincerely,

Karen Thomas

Karen Thomas, CPPB, FCCN
Director of Administrative and Contractual Services



September 4, 2014

To Whom It May Concern

RE: Letter of Reference for Fred Fox Enterprises, Inc.

Dear Sir/Madam:

The City of Clermont is pleased to offer this letter of reference for Fred Fox Enterprises, Inc. The City has worked with Mr. Fox and his team since 1990 on Community Development Block Grant (CDBG), Florida Forever and other grant projects. To date, Fred Fox Enterprises, Inc., in coordination with City staff, has been able to obtain and administer two CDBG grants in the Housing Rehabilitation Category, one CDBG grant in the Neighborhood Revitalization category and one CDBG grant in the Commercial Revitalization category. In addition, Fred Fox Enterprises worked with the City to obtain funding for two consecutive Florida Forever Recreational Property Acquisition grants totaling over seven million dollars (\$7,000,000.00), enabling the City to acquire a large parcel of recreational property and save it from future commercial development.

Mr. Fox and his team have recently assisted the City with obtaining a FFY 2013 Community Development Block grant in the Neighborhood Revitalization category which will be used to construct flood and drainage improvements, water line replacement and sidewalk improvements in a low and moderate income neighborhood within our City. The grant was one of only fourteen (14) funded in the Neighborhood Revitalization category. Mr. Fox's team has been very helpful in guiding our staff through each required step of the grant's application process. The city anticipates requesting proposals for administration of the CDBG Neighborhood Revitalization grant in the next few weeks. Mr. Fox's firm is very informative and up to date on all of the regulations regarding all of the Community Development Block Grant funding categories. The CDBG program is administered through the Florida Department of Economic Opportunity.

I would highly recommend Mr. Fox's firm to any other community looking for a knowledgeable and experienced grant writer/consultant.

If you have any questions, please do not hesitate to contact our office.

Sincerely,


James Kinzler
Director of Environmental Services



City of Crescent City

3 NORTH SUMMIT STREET
CRESCENT CITY, FLORIDA 32112-2599

City Hall: (386) 698-2525
Police: (386) 698-1211
Fire: (386) 698-1212
Gas Dept: (386) 698-1486
Water Dept: (386) 698-2525
FAX: (386) 698-3467

September 8, 2014

RE: Letter of Reference for Fred Fox Enterprises, Inc.

To Whom it May Concern:

The City of Crescent City is pleased to offer this letter of reference for Fred Fox Enterprises, Inc. The City worked with Mr. Fox and his team from 1984 until 2009 to obtain, and carry out, two *Community Development Block Grant [CDBG] Neighborhood Revitalization* projects; three *CDBG Housing Revitalization* projects; and one *CDBG Commercial Revitalization* project.

Recently, the City utilized the services of Fred Fox Enterprises to successfully apply for a *Community Development Block Grant* in the *Neighborhood Revitalization* category for drainage improvements in several service areas throughout the western half of the City. This project was one of only fourteen *CDBG Neighborhood Revitalization* projects funded by the Department of Economic Opportunity [DEO]. The Fox firm is now beginning the administration of this project.

Mr. Fox and his team were very helpful in guiding our staff through each required step of the grant application process. This firm is very informative and up-to-date on all of the regulations regarding the CDBG grant program funded through DEO.

I would highly recommend Fred Fox Enterprises, Inc. to any community looking for a knowledgeable and experienced granting writing firm and/or administrator.

Sincerely,

Patrick Kennedy
City Manager



CITY OF DADE CITY

"Proud Heritage, Promising Future"

Carnille Hernandez, Mayor
Eunice M. Penix, Mayor Pro-Tem
Scott Black, Commissioner
William L. Dennis, Commissioner
James D. Shive, Commissioner

William C. Poe, Jr., City Manager
Leslie Porter, Finance Director
Suzanne DeAugustino, City Clerk
Karla S. Owens, City Attorney

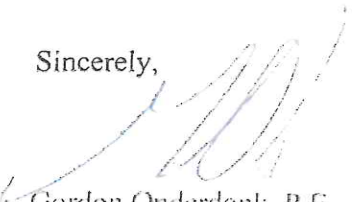
September 5, 2014

Dear Sir or Madam:

The City recommends Fred Fox Enterprises, Inc. to anyone looking for grant funding from Florida's Department of Economic Opportunity. Recently, the City utilized their services for both application preparation and the administration of a Small Cities Community Development Block Grant. Their extensive knowledge of the grant application process and experience in meeting the challenging administration requirements has kept the City current with submittals and requests.

The City of Dade City looks forward to working with Fred Fox Enterprises, Inc. in the future.

Sincerely,



Gordon Onderdonk, P.E.
City Engineer / Public Works Director

Established 1889

38008 MERIDIAN AVENUE • P.O. BOX 1355 • DADE CITY, FL 33526-1355 • (352) 523-5050 FAX (352) 521-1422



TOWN OF EATONVILLE

"THE OLDEST BLACK INCORPORATED MUNICIPALITY IN AMERICA"

September 5, 2014

To Whom It May Concern

RE: Letter of Reference for Fred Fox Enterprises, Inc.

Dear Sir/Madam:

The Town of Eatonville is pleased to offer this letter of reference for Fred Fox Enterprises, Inc. The Town has worked with Mr. Fox and his team for the past twenty-five (25) years on Community Development Block Grant (CDBG) projects. Mr. Fox and his team recently assisting the Town with the development and submission of a Community Development Block Grant application which deals with sewer line and lift station replacement. The Neighborhood Revitalization grant the Town recently obtained was one of only fourteen (14) Neighborhood Revitalization grants awarded by the Florida Department of Economic Opportunity during the recently completed FFY 2013 CDBG application cycle. Mr. Fox's team has been very helpful in guiding our staff through each required step of the CDBG grant's application and administration process.

Through the years, Mr. Fox's firm has helped the Town obtain and has administered four CDBG Neighborhood Revitalization grant projects and one CDBG Housing Rehabilitation grant project during this period of time. Mr. Fox's firm is very informative and up to date on all of the regulations regarding Community Development Block Grant Projects funded through the Department of Economic Opportunity.

I would highly recommend Mr. Fox's firm to any other community looking for a knowledgeable and experienced grant writer, administrator or consultant.

If you have any questions, please do not hesitate to contact our office.

Sincerely,

Katrina Gibson
Finance Director

Bobby Crosby
Gilchrist County Administrator
209 SE First Street
Trenton, FL 32693
352-463-3198 - Phone
352-463-3411 - Fax

April 4, 2018

To: Whom It May Concern
Re: Letter of reference for Fred Fox Enterprises, Inc.

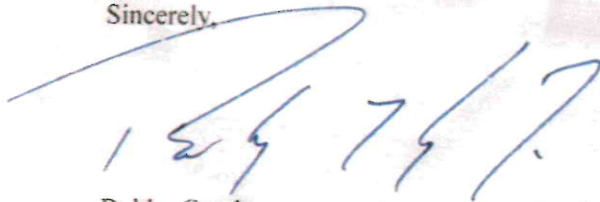
Dear Sir/Madam:

Gilchrist County is pleased to offer this letter of reference for Fred Fox Enterprises, Inc. Mr. Fox and his team have assisted the County with our Neighborhood Revitalization grant which deals with flood and drainage improvements. Mr. Fox's team has also helped with several Florida Recreation Assistance Program (FRDAP) grants. Mr. Fox's team has been very helpful in guiding our staff through each required step of our grant applications and administration process. Mr. Fox's firm is very informative and up-to-date on all of the regulations regarding Community Development Block Grant Projects funded through the Department of Economic Opportunity as well the Florida Recreation Assistance Program Grant Projects.

I would highly recommend Mr. Fox's firm to any other community looking for a knowledgeable and experienced grant writer/consultant.

If you have any questions, please do not hesitate to contact our office.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Bobby Crosby', written over a faint red circular stamp.

Bobby Crosby,
Gilchrist County Administrator
BC/dc

CITY OF GRACEVILLE

Post Office Box 637
Graceville, Florida 32440

J. Eugene Adams
City Manager

Michelle C. Watkins
City Clerk



Telephone
(850) 263-3250

FAX
(850) 263-7387

January 4, 2017

To Whom It May Concern,

The City of Graceville has had the opportunity to work with Fred Fox Enterprises Inc. for ongoing 20 years. During this time the City of Graceville has utilized Fred Fox Enterprises Inc. in both a grant writing and grant administration capacity. The City has been extremely pleased with the level of knowledge and support that this firm has afforded the City.

Mr. Fox and his staff have a through knowledge of the Small Disadvantaged Community Block Grant Program. This knowledge has been invaluable to the City of Graceville.

In addition to CDBG program involvement Fred Fox Enterprises Inc. has worked with the City with equal success and professionalism acquiring funding through the Florida Department of Environmental Protection FRDAP process.

If I can be of further assistance or can afford any further information please feel free to contact me at 850-263-3250

Sincerely,

Eugene Adams
City Manager

EAmw

Town of Grand Ridge

P.O. Drawer 180
Grand Ridge, FL 32442
Phone: (850) 592-4621

2086 Porter Avenue
Grand Ridge, FL 32442
Fax: (850) 592-5583

Email: townofgrandridge@embarqmail.com

April 9, 2018

To Whom It May Concern:

The Town of Grand Ridge would highly recommend Fred Fox Enterprises, Inc. for grant administration or grant writing. Fred Fox Enterprises, Inc. has helped the Town obtain (6) six CDBG grants to upgrade our water and wastewater collection systems. We are also in the process of applying for another CDBG Neighborhood Revitalization Grant with Mr. Fox's assistance.

The Town has maintained a prosperous working with Mr. Fox for over 25 years. Mr. Fox and his staff are very professional, and they possess the technical expertise needed in all phases of the grant process. We have found the staff to be very responsive to our inquiries and highly knowledgeable of the programs they administer for the Town. We have always received outstanding service and have been very pleased with his professionalism on behalf of the Town.

Should further information be required, please feel free to contact me at (850)592-4621. I would be happy to assist in way necessary.

Sincerely,



JR Moneyham
Town Manager

/ara



HAINES CITY

WWW.HAINESCITY.COM

January 3, 2017

To Whom It May Concern,

The City of Haines City has worked with Fred Fox Enterprises, Inc., since 2003. The knowledge and expertise that Fred Fox and his staff have in processing applications and administering grants are invaluable.

We would recommend Fred Fox Enterprises, Inc., in obtaining and administering grants for your organization.

Sincerely,

CITY OF HAINES CITY

Richard Sloan
Acting City Manager

RS:js

UTILITIES DEPARTMENT

HARDEE COUNTY
BOARD OF COUNTY COMMISSIONERS
Office of Community Development and General Services
Janet Gilliard, Director
412 West Orange Street, Room 201
Wauchula, Florida 33873
Telephone: 863-773-6349 * Fax: 863-773-5801***TDD:711**

September 9, 2014

Fred D. Fox, President
Fred Fox Enterprises, Inc.
P.O. Box 1047
St. Augustine, Florida 32085

Re: Reference

Dear Mr. Fox:

We are pleased to provide you with a letter of reference for your successful administration of our \$2.25 million CDBG Disaster Recover Initiative Grant Program. This program resulted from the 2004 hurricane season as we were directly impacted from Charley, Frances and Jeanne. Fred Fox and his team brought forth a level of technical expertise during a time that we were trying to recover our hurricane-ravaged community. This program provided the means to implement our first endeavor of connecting individual homes to our public water and sewer systems. Retaining the Fox team to administer this program allowed County staff the time to focus our efforts on rebuilding.

Currently, Fred Fox Enterprises provides administration for the CDBG-DRI and CDBG-DREF funding contracts in a combined amount of \$872,497.30. These programs are an extenuation of the CDBG Disaster Recovering Initiative and involves connecting additional individual homes to our public water and sewer systems. Approximately 190 total families will be provided safe drinking water as well as sewage disposal through public utilities.

The Fox team remains extremely valuable to our organization. Without hesitation, Hardee County would recommend Fred Fox Enterprises, Inc. to other organizations. We look forward to working with them again in the future.

Feel free to contact me at the address above should you wish to further discuss.

Sincerely,



Janet Gilliard, Director
Community Development & General Services

JG/eb



"An Equal Opportunity Employer"



June 28, 2013

To Whom It May Concern

RE: Letter of Reference for Fred Fox Enterprises, Inc.

Dear Sir/Madam:

The City of Hawthorne is pleased to offer this letter of reference for Fred Fox Enterprises, Inc. Mr. Fox and his team assisted the City with our Neighborhood Revitalization grant which dealt with upgrades to the City's Wastewater Treatment Plant. Mr. Fox's team has been very helpful in guiding our staff through each required step of the grant's application and administration process. Mr. Fox's firm is very informative and up to date on all of the regulations regarding Community Development Block Grant Projects funded through the Department of Economic Opportunity.

We look forward to working with Mr. Fox and his firm on future projects. I would highly recommend Mr. Fox's firm to any other community looking for a knowledgeable and experienced grant writer/consultant.

If you have any questions, please do not hesitate to contact our office.

Sincerely,

Ellen Vause
City Manager

City of High Springs
110 NW 1st Avenue
High Springs, Florida 32643



Telephone (386) 454-1416
Facsimile: (386) 454-4462
Web: www.highsprings.us

September 8, 2014

To Whom It May Concern

RE: Letter of Reference for Fred Fox Enterprises, Inc.

Dear Sir/Madam:

The City of High Springs is pleased to offer this letter of reference for Fred fox Enterprises, Inc. The City has worked with Mr. Fox and his team for the past fifteen (15) years on Community Development Block Grant projects. Fred Fox Enterprises recently assisted the City with the preparation of a Small Cities Community Development Block Grant in the Neighborhood Revitalization category. The grant was one of only fourteen (14) grants awarded by the Department of Economic Opportunity in the Neighborhood Revitalization category. The grant deals with the replacement of a number of water lines within our City. Mr. Fox's team has been very helpful in guiding our staff through each required step of the grant's application process. Fred Fox Enterprises has helped the City of High Springs obtain several Community Development Block Grants over the years they have worked with the City including two grants in the Neighborhood Revitalization category and one grant in the Commercial Revitalization category. Mr. Fox's firm is very informative and up to date on all of the regulations regarding Community Development Block Grant Projects funded through the department of Economic Opportunity.

I would highly recommend Mr. Fox's firm to any other community looking for knowledgeable and experienced grant writer, administrator and consultant.

If you have any questions, please do not hesitate to contact our office.

Sincerely

Ed Booth
City Manager

EB/as

TOWN OF HILLIARD

A Florida Municipality

April 5, 2018

To Whom It May Concern

RE: Letter of Reference for Fred Fox Enterprises, Inc.

Dear Sir/Madam:

The Town of Hilliard is pleased to offer this letter of reference for Fred Fox Enterprises, Inc. Mr. Fox and his team assisted the Town with our Neighborhood Revitalization grant which dealt with upgrades to the Town's Wastewater Treatment Plant and are currently assisting with water main and force main replacements within our Town. Mr. Fox's team has been very helpful in guiding our staff through each required step of the grant's application and administration process. Mr. Fox's firm is very informative and up to date on all of the regulations regarding Community Development Block Grant Projects funded through the Department of Economic Opportunity.

I would highly recommend Mr. Fox's firm to any other community looking for a knowledgeable and experienced grant writer/consultant.

If you have any questions, please do not hesitate to contact our office.

Sincerely,

TOWN OF HILLIARD

Lisa Purvis

Lisa Purvis, MMC
Town Clerk

P.O. Box 249

Hilliard, Florida 32046

(904) 845-3555



INDIAN RIVER COUNTY
COMMUNITY DEVELOPMENT DEPARTMENT
 1801 27th Street, Vero Beach FL 32960
 772-226-1237 / 772-978-1806 fax
www.ircgov.com

August 27, 2014

To Whom It May Concern:

Be advised that Fred Fox Enterprises, Inc. (FFE) provided grant administration and consultant services for Indian River County's 2004 Disaster Recovery Initiative (DRI) Community Development Block Grant (CDBG) and Indian River County's 2008 Neighborhood Stabilization Program 1 (NSP1) CDBG. Funds from the DRI grant were used for the construction of a fire station, a vacuum sewer system, and two community waterline/water hook-up projects. Funds from the NSP1 were used for the acquisition, rehabilitation, and resale/rental of numerous single family housing units.

FFE administered the DRI grant from August 2005 through close-out approval on April 3, 2009 and administered the NSP1 grant from early 2009 through the present time (currently working on closing out this grant). FFE staff was responsible for the various administrative aspects of the grants, which include the activities listed in the below table.

Activity	DRI	NSP1
Maintaining CDBG records.	X	X
Preparing monthly progress (NSP1), quarterly progress (DRI), quarterly projection of contract payment, and MBE reports.	X	X
Preparing request for funds.	X	X
Reviewing and recommending changes to Request For Qualifications.	X	X
Preparing Department of Community Affairs/Department of Economic Opportunity monitoring packages.	X	X
Reviewing contractor pay requests.	X	X
Preparing and collecting intake applications for water hook-ups.	X	N/A
Preparing environmental reviews.	X	X
Conducting annual rental housing inspections.	N/A	X
Preparing grant agreement modifications.	X	X
Attending numerous grant related meetings.	X	X
Providing technical assistance to the county.	X	X

FFE staff has always been professional and courteous. Consequently, county staff has had a good working relationship with FFE.

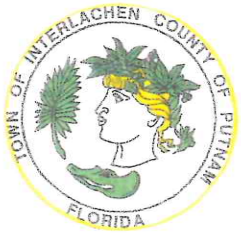
To the best of my knowledge staff at FFE maintains the program standards required by federal and state regulations.

If you have any questions, please feel free to contact me at (772) 226 – 1243.

Sincerely,

A handwritten signature in blue ink that reads "Bill Schutt". The signature is written in a cursive style with a large initial "B".

Bill Schutt, AICP
Senior Economic Development Planner



TOWN OF INTERLACHEN

"Between the Lakes"

311 ATLANTIC AVENUE

INTERLACHEN, FLORIDA 32148

Phone: 386-684-3811 • Fax: 386-684-3812

www.interlachen-fl.gov

Mayor ~ J. Ken Larsen
Chairperson ~ Carolyn Meadows
Vice-Chair ~ John Lahert
Council ~ Beverly Bakker
Council ~ Carolyn Bennett
Council ~ Judi Costanzo

The Town Council Meets the Second Tuesday of Each Month at 7:00 p.m.

January 6, 2017

Mr. Fred Fox
Fred Fox Enterprises, Inc.
221 Treasure Beach Road
St. Augustine, Florida 32080

Re: Letter of Reference

Dear Mr. Fox:

The Town of Interlachen has enjoyed a most prosperous working relationship with Fred Fox Enterprises, Inc., for the past thirty (30) years. Fred Fox Enterprises has always worked in a most expeditious manner in helping the Town to obtain Neighborhood Revitalization and Housing Community Development Block Grants. We have received approximately twelve (12) grants to improve our many dirt streets, establish a new water system, upgrade a water system and retrofit our Town Office to be used as our Emergency Operations Center. Fred Fox Enterprises, Inc., has always advised the Town of their possible points' score and his recommendation has always been right on the money.

Fred Fox Enterprises, Inc., has always been just a telephone call away from any inquiry that we have had even if they were not administering a grant for the Town at the time. They always have time to help with any problem and if by chance they can not help, they at least try to find someone that can help.

Mr. Fox and his staff stay up to date with the latest regulations and are professional in every aspect of their jobs. Rules and regulations change from grant period to grant period and Fred Fox Enterprises, Inc., seems to somehow stay abreast of all the changes no matter which type of grant it may be. Fred Fox Enterprises, Inc., secured and managed six (6) FRDAP, two (2) Historic Preservation Special Category grants and a FEMA Hazard Mitigation Grant for the Town as well as several Community Development Block Grants.

If you have any questions, please contact our office at (386) 684-3811.

Sincerely,

Pamela S. Wilburn, Town Clerk
Town of Interlachen



BOARD OF COUNTY COMMISSIONERS JEFFERSON COUNTY, FLORIDA

THE KEYSTONE COUNTY-ESTABLISHED 1827
450 WEST WALNUT STREET; MONTICELLO, FLORIDA 32344
PHONE: (850)-342-0287

Benjamin Bishop
District 1

John Nelson
District 2

Hines F. Boyd
District 3

Betsy Barfield
District 4, Chair

Stephen Walker
District 5

October 15, 2014

To Whom It May Concern

Dear Sir/Madam:

Please accept this letter of reference for Fred Fox Enterprises, Inc. Jefferson County recently worked with Mr. Fox and his team to obtain a Community Development Block Grant in the Housing Rehabilitation Category. Fred Fox enterprises guided the County through the CDBG application process allowing the County to receive the maximum possible years on Community Development Block Grant application. Jefferson County was one of only six (6) communities funded in the Housing Rehabilitation category. Mr. Fox and his team are currently assisting the County with the administration of the Community Development Block Grant Housing Project which deals with housing rehabilitation/demolition/replacement and temporary relocation replacement of a minimum of ten (10) homes in our Community. Thus far, Mr. Fox's team has been very helpful in guiding our staff through each required step of the grant's application and administration process. Mr. Fox's firm is very informative and up to date on all of the regulations regarding all four funding categories of the Community Development Block Grant Program funded through the Florida Department of Economic Opportunity.

I would highly recommend Mr. Fox's firm to any other community looking for a knowledgeable and experienced grant writer, administrator or consultant.

If you have any questions, please do not hesitate to contact our office.

Sincerely,

Parrish Barwick
County Coordinator
Jefferson County, Florida



April 5, 2018

To Whom It May Concern

RE: Letter of Reference for Fred Fox Enterprises, Inc.

Dear Sir/Madam:

The Town of Lady Lake is pleased to offer this letter of reference for Fred Fox Enterprises, Inc. The Town began working with Mr. Fox and his team during the FFY 2012 Community Development Block Grant (CDBG) application cycle. Mr. Fox and his team have continually worked at assisting the Town with Community Development Block Grant Project funding in the Neighborhood Revitalization category. Projects including flood and drainage improvements, lift station renovation and sidewalk improvements within our community.

Mr. Fox's team has been very helpful in guiding our staff through each required step of the grant's application and administration process. Mr. Fox's firm is very informative and up to date on all of the regulations regarding the Community Development Block Grant Program funded through the Department of Economic Opportunity.

I would highly recommend Mr. Fox's firm to any other community looking for a knowledgeable and experienced grant writer and/ or administrator.

If you have any questions, please do not hesitate to contact our office.

Sincerely,

A handwritten signature in black ink, appearing to read "C. T. Eagle, Sr.", written over a light blue horizontal line.

C. T. Eagle, Sr.
Director of Public Works
Town of Lady Lake



Town of Lake Hamilton

TELEPHONE (863) 439-1910
FAX (863) 439-1421

POST OFFICE BOX 126
LAKE HAMILTON, FL 33851-0126

September 5, 2014

To Whom It May Concern

RE: Letter of Reference for Fred Fox Enterprises, Inc.

Dear Sir/Madam:

The Town of Lake Hamilton is pleased to offer this letter of reference for Fred Fox Enterprises, Inc. The Town has worked with Mr. Fox and his team for the past few years on a Community Development Block Grant Neighborhood Revitalization project. Our initial experience with Mr. Fox's organization was when they were hired to administer a Disaster Recovery Initiative (DRI) Community Development Block Grant for Polk County. A portion of the funding from this grant was used to renovate a local recreational facility and provided some much needed storm water drainage improvements.

Based upon that that positive experience the Town of Lake Hamilton utilized Mr. Fox's firm to assist in the development of a Small Cities Community Development Block Grant (CDBG) in the Neighborhood Revitalization category. The application was submitted to the Department of Economic Opportunity during the FFY 2012 CDBG application cycle. The project includes water line and fire hydrant replacement in a low income neighborhood. The Florida Department of Economic Opportunity awarded funding for the project and construction of the project is nearly completed. Mr. Fox's team has been very helpful in guiding our staff through each required step of the grant's application and administration process. The firm is very informative and up to date on all of the regulations regarding the Community Development Block Grant Program funded through the Florida Department of Economic Opportunity.

I would highly recommend Mr. Fox's firm to any other community looking for a knowledgeable and experienced grant writer/consultant.

If you have any questions, please do not hesitate to contact our office.

Sincerely,

Marlene M. Wagner
Mayor

April 5, 2018

Mr. Fred Fox
Fred Fox Enterprises, Inc.
26 Spanish Street
St. Augustine, FL 32805

Re: Letter of Reference

Dear Mr. Fox:

I want to thank you for the high quality of work your firm has provided the City of Leesburg over the last several years. The millions of dollars in state grants you have assisted our City in receiving is a testimonial to your expertise and professionalism. The City of Leesburg hires dozens of firms annually to provide a variety of consulting services. Your firm is the only one of a few that I feel has consistently met our expectations, which you know are very high.

Thank you and keep up the good work!

Sincerely



Ken Thomas, MPA
Director of Housing and Redevelopment



City of Moore Haven

MOORE HAVEN, FL 33471



June 28, 2013

To Whom It May Concern

RE: Letter of Reference for Fred Fox Enterprises, Inc.

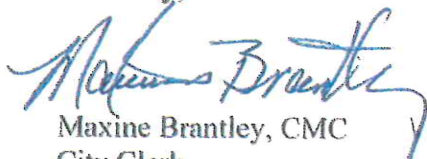
Dear Sir/Madam:

The City of Moore Haven is pleased to offer this letter of reference for Fred Fox Enterprises, Inc. Mr. Fox and his team assisted the City with our Neighborhood Revitalization grant which dealt with upgrades to the City's Water Treatment Plant, the replacement of water lines within the City and the renovation of restrooms at the City's park to include handicap accessibility. Mr. Fox's team has been very helpful in guiding our staff through each required step of the grant's application and administration process. Mr. Fox's firm is very informative and up to date on all of the regulations regarding Community Development Block Grant Projects funded through the Department of Economic Opportunity.

I would highly recommend Mr. Fox's firm to any other community looking for a knowledgeable and experienced grant writer/consultant.

If you have any questions, please do not hesitate to contact our office.

Sincerely,


Maxine Brantley, CMC
City Clerk

Mayor
Robert L Skipper

Town of Noma

3467 Skipper Ave.
Bonifay Fl. 32425

Phone: (850) 263-3449
Fax: (850) 263-0401

April 09, 2018

Mr. Fred Fox
Fox Enterprises, Inc
P.O. Box 1047
St. Augustine, Florida 32085-1047

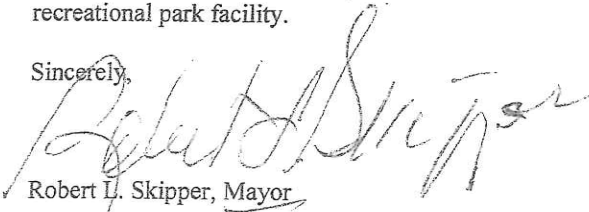
Dear Mr. Fox:

Please allow this letter to serve as a letter of reference for Fred Fox Enterprises, Inc. The Town of Noma has worked with Fred Fox Enterprises since 2003. Beginning in 2003, Fred Fox Enterprises, Inc. has worked with the Town of Noma securing one million eight hundred thousand dollars (\$1,800,000.00) in funding for three (3) Small Cities, Community Development Block Grant (CDBG) projects all in the Neighborhood Revitalization category. All three of these projects were funded through the State of Florida. Initially the projects were funded through the Florida Department of Community Affairs and more recently through the Florida Department of Economic Opportunity. Fred Fox Enterprises has administered all three (3) projects they obtained for the Town.

Additionally; Fred Fox Enterprises, Inc. has worked with the Town to secure several Florida Recreation Development Assistance Project (FRDAP) Grants to upgrade the Town's outdoor recreational facility. Fred Fox Enterprises has also worked with the Town to obtain a Florida Department of Agriculture Division of Energy grant which were used to renovate the Town Hall and provide solar lighting in the Town's park.

The personnel at Fred Fox Enterprises, Inc. have worked closely with the Town's elected officials and staff to carry out all of these projects. The Town has found the staff at Fred Fox Enterprises, Inc. to have an excellent working knowledge of all of the Small Cities CDBG program categories. Fred Fox Enterprises staff has maintained a close working relationship with the program staff at the state and Federal level. Mr. Fox, with his excellent understanding of the state and federal grant programs, has been able to guide the Town in developing Small Cities SCBG applications that are both competitive and include activities which meet the Town's needs. The grants obtained by the Town with the assistance of Fred Fox Enterprises have resulted in significant infrastructure improvements, Town Hall renovations and upgrades to the Town's recreational park facility.

Sincerely,


Robert L. Skipper, Mayor

VERNON MYERS
MAYOR - COMMISSIONER

MARY LAWSON BROWN
VICE MAYOR - COMMISSIONER

ALLEGRA KITCHENS
COMMISSIONER

PHIL LEARY
COMMISSIONER

JAMES NORWOOD, JR.
COMMISSIONER



Regular meeting 2nd and 4th Thursdays each month at 6:00 p.m.

MICHAEL J. CZYMBOR
CITY MANAGER

BETSY JORDAN DRIGGERS
CITY CLERK

MATTHEW D. REYNOLDS
FINANCE DIRECTOR

GARY S. GETCHELL
CHIEF OF POLICE

MICHAEL LAMBERT
CHIEF FIRE DEPT.

DONALD E. HOLMES
CITY ATTORNEY

September 16, 2014

To Whom It May Concern

RE: Letter of Reference – Grant Writing & Administration Services
Mr. Fred Fox, Fred Fox Enterprises, Inc.
P.O. Box 1047, St. Augustine, FL 32085-1047

Dear Sir/Madam:

The City of Palatka has utilized the services of Fred Fox and/or Fred Fox Enterprises, Inc. for approximately 31 years for both Grant Writing and Administration Services related to Community Development Block Grant and Florida Recreational Development Assistance Program projects. It has been our experience that the associates at Fred Fox Enterprises, Inc. are professional, knowledgeable and reliable in carrying out their responsibilities. Mr. Fox and his staff have proven their vast knowledge and expertise related to grant funding sources, the availability of funds within these programs, application preparation and program administration.

It is our pleasure to recommend Fred Fox Enterprises, Inc. and the knowledgeable and reliable service that they provide.

If you should have any questions, please do not hesitate to contact me at 386-329-0100.

Sincerely,

Michael J. Czymbor
City Manager

MJC:vwj

LORRIE SMITH, Chair
STEFAN SCHULT, Vice Chair

Commissioners:
KELLY COSGRAVE
KATHY DOHERTY
SARAH PALLONE
DAVID LEIDEL
RACHEL LOVETT



Community Redevelopment Agency

368 South Commerce Avenue
Sebring, Florida 33870
863-471-5104
863-471-5165 Fax
Downtownsebring.org

KRISTIE VAZQUEZ
Executive Director
Email:
kristievazquez@mysebring.com

NELLIE ALBARRAN
Administrative Assistant
Email:
nellicalbarran@mysebring.com

Mr. Fred Fox
Fred Fox Enterprises, Inc.
P.O. Box 1047
St. Augustine, FL 32085-1047

May 31, 2018

Dear Mr. Fox:

Please allow this letter to serve as a letter of reference for Fred Fox Enterprises, Inc. The City of Sebring has worked with Fred Fox Enterprises since 1986. Beginning in 1986, Fred Fox Enterprises, Inc. has helped the City of Sebring secure almost seven million six hundred thousand dollars (\$7,600,000.00) in funding for twelve (12) Small Cities, Community Development Block Grant (CDBG) projects. All of these projects have been funded through the State of Florida. Initially the projects were funded through the Florida Department of Community Affairs and more recently through the Florida Department of Economic Opportunity. Fred Fox Enterprises has administered all twelve (12) projects they obtained for the City. The most recent projects include:

- 2012 Economic Development Project in the amount of Seven Hundred Fifty Thousand Dollars (\$750,000.00). This project involves a water main extension, sewer main extension, lift station upgrades and road improvements to facilitate the development of the Newsom Eye Surgery Center;
- 2009 ARRA Commercial Revitalization Project in the amount of seven hundred fifty thousand dollars (\$750,000.00). This project involved streetscape improvements along the following streets:
 1. Circle Park Drive for its entire circumference, a distance of 750 linear feet.
 2. South Ridgewood Drive between Circle Park Drive and Wall Street, a distance of 150 linear feet.
 3. North Ridgewood Drive between Circle Park Drive and Wall Street, a distance of 150 linear feet.
 4. North Commerce Avenue between Circle Park Drive and Wall Street, a distance of 150 linear feet.
 5. South Commerce Avenue between Circle Park Drive and Wall Street, a distance of 150 linear feet.
 6. West Center Avenue between Circle Park Drive and Wall Street, a distance of 150 linear feet.
 7. East Center Avenue between Circle Park Drive and Wall Street, a distance of 150 linear feet.

- 2005 Commercial Revitalization project in the amount of seven hundred fifty thousand dollars (\$750,000). This project involved streetscape improvements and undergrounding of utilities along the following streets:
 1. North Ridgewood Avenue (Sebring Parkway to Helena Street)
 2. Lemon St. (Railroad Tracks to Martin Luther King Blvd./Highlands Ave.)
 3. East Side of Martin Luther King Blvd./Highlands Ave. (Sheriff's Tower Rd. to Grove St.)
 4. West Side of Martin Luther King Blvd. (Tangerine St. to Grand Ave.)

Additionally, the 2005 Commercial Revitalization project involved only streetscape improvements along the following streets:

1. Sebring Parkway (N. Ridgewood Ave. to Maple Ave.)
 2. Glenwood Avenue/Pear St. (Hawthorne Drive to Lemon St.)
- 2005 Economic Development project in the amount of seven hundred fifty thousand dollars (\$750,000). This project involved the construction of the infrastructure improvements needed for the development of the Marriott Residence Inn located on the northwest corner of US 27 and Tubbs Road.
 - 2004 Economic Development project in the amount of seven hundred fifty thousand dollars (\$750,000). This project involved the infrastructure improvements needed for the development of the Amerikan plastic plant nursery container facility in the Sebring Industrial Park off of south US 27. The improvements included a water line extension, sewer line extension, street improvements, natural gas line extension, and the extension of three phase electrical power to the project site.

The personnel at Fred Fox Enterprises, Inc. have worked closely with City's staff to carry out all of these projects. The City has found the staff at Fred Fox Enterprises, Inc. to have an excellent working knowledge of all of the Small Cities CDBG program categories. Fred Fox Enterprises staff has maintained a close working relationship with the program staff at the state and federal level. Mr. Fox, with his excellent understanding of the state and federal grant programs, has been able to guild the City in developing Small Cities CDBG applications that are both competitive and include activities which meet the City's needs. The grants obtained by the City with the assistance of Fred Fox Enterprises have resulted in significant public infrastructure improvements as well the creation of a significant number of new jobs in the City.

Sincerely,



Kristie Vazquez
Executive Director
Downtown Sebring Community Redevelopment Agency
Sebring, Florida

City of St. Marks

P.O. Box 296 • 788 Port Leon Drive • St. Marks, FL 32355-0296
Phone: (850) 925-6224 • Fax: (850) 925-5657

January 10, 2017

Mr. Fred Fox
PO Box 1047
St. Augustine FL 32085-1047

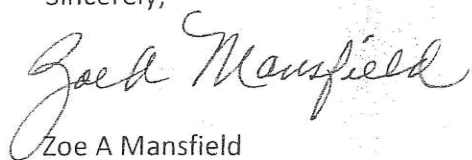
RE: Letter of Reference-Grant Writing & Administrative Services

To Whom It May Concern:

The City of St. Marks has utilized the services of Fred Fox Enterprises for approximately 19 year for both Grant Writing and Administrative Services related to **Community Development Grant and Florida Recreation Development Assistant Programs** projects. It has been our experience that the Associates at Fred Fox Enterprises are professional, knowledgeable and very reliable in carrying out their responsibilities. Mr. Fred Fox and his staff have always proven their vast knowledge and expertise related to grant funding sources, the availability of funds within these programs, application preparation and program administration. It is our pleasure to recommend Fred Fox Enterprises and the knowledge and reliable service they provide.

If you have any questions, please do not hesitate to contact me at 850-925-6224.

Sincerely,



Zoe A Mansfield
City Manager



St. Johns County Board of County Commissioners

Public Works | Engineering Division

October 14, 2015

Mr. Fred Fox, President
Fred Fox Enterprises, Inc.
P.O. Box 840338
St. Augustine, FL 32080-0338

Dear Mr. Fox:

Please allow this letter to serve as a letter of reference for Fred Fox Enterprises, Inc. St. Johns County has worked with Fred Fox Enterprises for the past few years. Beginning in 2009, Fred Fox Enterprises, Inc. has worked with St Johns County to prepare the County's application and administer, a one million three hundred thousand three hundred twenty eight dollar (\$1,300,328.00) Disaster Recovery Initiative (DRI) grant, a four hundred sixty thousand six hundred thirty five dollars and fifty cent (\$460,635.50) Disaster Recovery Enhancement Fund (DREF) grant and a seven hundred fifty thousand dollar (\$750,000.00) Small Cities Community Development Block Grant (CDBG) in the Economic Development category for the infrastructure required to develop the Silver Creek Assisted Living Facility. All three of these projects were funded through the State of Florida Department of Community Affairs and later through the Florida Department of Economic Opportunity when the Department of Community Affairs was abolished. Fred Fox Enterprises has administered all three of the HUD funded projects described herein they obtained for the County.

The personnel at Fred Fox Enterprises, Inc. have worked closely with the County's staff, the project engineers and the Participating Party on the Silver Creek Assisted Living Facility project to carry out all of these projects. The County has found the staff at Fred Fox Enterprises, Inc. to have an excellent working knowledge of the Disaster Recovery Program, and Small Cities CDBG program. Fred Fox Enterprises staff has maintained a close working relationship with all of the program staff at the state and federal level. Mr. Fox, with his excellent understanding of the state and federal grant programs, has been able to guide the County in developing applications for all three HUD funded programs that were both competitive and include activities which met the County's needs. The three grants obtained by the County with the assistance of Fred Fox Enterprises have resulted in the construction of a significant number of infrastructure improvements as well as the creation of a number of new jobs. The management of the Neighborhood Stabilization program enabled the County to lessen the impact the recent housing crisis had on our local housing market.

Sincerely,


Nick M. Perpich, P.E.
Engineer



April 20, 2018

To Whom It May Concern;

The City of Vernon has worked with Fred Fox Enterprises, Inc. since February, 2003. The entire staff of this organization has proven to demonstrate professionalism, expertise, and timeliness in response to the needs of the City. Mr. Fox has assisted with the acquisition of CDBG as well as FRDAP grants and the submittal of historical grant applications. The most recent projects include the Department of Agriculture Energy Grant and the CDGB water and sewer line replacement project.

We look forward to continuing our working relationship with this firm on future projects and recommend Fred Fox Enterprises, Inc. to other agencies seeking grant writing and administrative services. I would like to add that Mr. Fox came highly commended with outstanding references and we have not been disappointed with his service or that of his staff.

Best regards,

A handwritten signature in blue ink that reads "Tina Sloan". The signature is written in a cursive, flowing style.

Tina Sloan

Mayor

tw



Walton County Grants Department
176 Montgomery Circle
DeFuniak Springs, FL 32435
(850) 892-8401
Fax: (850) 892-8435

July 3, 2013

Mr. Fred Fox
Fred Fox Enterprises, Inc.
P.O. Box 1047
St. Augustine, FL 32085-1047

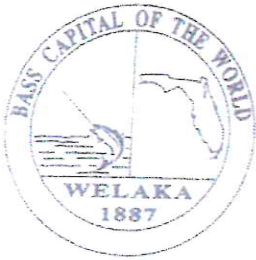
Dear Mr. Fox:

Please allow this letter to serve as a letter of reference for Fred Fox Enterprises, Inc. Walton County has worked with Fred Fox Enterprises for the past few years. Beginning in 2010, Fred Fox Enterprises, Inc. has worked with Walton County to securing two seven hundred and fifty thousand dollar (\$750,000.00) Small Cities, Community Development Block Grant (CDBG) projects both of which were in the economic Development category. Both of these projects were funded through the State of Florida. The first project was funded through the Florida Department of Community Affairs, the second project was funded through the Florida Department of Economic Opportunity. Fred Fox Enterprises has administered both of the CDBG Economic Development projects they obtained for the County.

The personnel at Fred Fox Enterprises, Inc. have worked closely with the County's staff project engineers to carry out both of these projects. The County has found the staff at Fred Fox Enterprises, Inc. to have an excellent working knowledge of the Small Cities CDBG program Economic Development categories. Fred Fox Enterprises staff has maintained a close working relationship with the program staff at the state and federal level. Mr. Fox, with his excellent understanding of the state and federal grant programs, has been able to guide the County in developing Small Cities CDBG Economic Development applications that are both competitive and include activities which meet the County's needs. The two grants obtained by the County with the assistance of Fred Fox Enterprises have resulted in the construction of a significant number of infrastructure improvements as well as the creation of a number of new jobs.

Sincerely,

Angie Biddle, Grants Coordinator



Town of Welaka

P.O. Box 1098
WELAKA, FLORIDA 32193-1098

386-467-9800
386-467-2303

FAX
1-386-467-8863

UTILITIES DEPARTMENT
386-467-8677

July 3, 2013

Mr. Fred Fox
Fred Fox Enterprises, Inc.
P.O. Box 1047
St. Augustine, FL 32085-1047

Dear Mr. Fox:

Please allow this letter to serve as a letter of reference for Fred Fox Enterprises, Inc. The Town of Welaka has worked with Fred Fox Enterprises since 1986. Beginning in 1986, Fred Fox Enterprises, Inc. has worked with the Town of Welaka securing five million dollars (\$5,000,000.00) in funding for ten (10) Small Cities, Community Development Block Grant (CDBG) projects. The ten grants include six (6) Neighborhood Revitalization projects, three (3) Housing Revitalization projects and one (1) Economic Development project. All of these projects have been funded through the State of Florida. Initially the projects were funded through the Florida Department of Community Affairs and more recently through the Florida Department of Economic Opportunity. Fred Fox Enterprises has administered all ten (10) projects they obtained for the town.

Additionally; Fred Fox Enterprises has worked with the Town to secure several Florida Recreation Development Assistance Project (FRDAP) Grants to upgrade the Town's outdoor recreational facilities. Fred Fox Enterprises has also worked with the Town to obtain a Department of State Bureau of Historic Preservation grant and a Florida Department of Agriculture Division of Energy grant which were used to renovate Town Hall.

The personnel at Fred Fox Enterprises, Inc. have worked closely with the Town's elected officials and staff to carry out all of these projects. The Town has found the staff at Fred Fox Enterprises, Inc. to have an excellent working knowledge of all of the Small Cities CDBG program categories. Fred Fox Enterprises staff has maintained a close working relationship with the program staff at the state and federal level. Mr. Fox, with his excellent understanding of the state and federal grant programs, has been able to guide the Town in developing Small Cities CDBG applications that are both competitive and include activities which meet the Town's needs. The grants obtained by the Town with the assistance of Fred Fox Enterprises have resulted in significant public infrastructure improvements, Town Hall renovations and a significant upgrade to a large portion of the single family housing stock within the Town.

Sincerely,


Gordon Sands, Mayor



CITY OF
WILLISTON
FLORIDA

50 N.W. Main ST. • P.O. Drawer 160 • Williston, Florida 32696-0160
50 N.W. Main St. P.O. Drawer 160 Williston, Florida 32696-0160
Phone (352) 528-3060 Fax (352) 528-0390

October 31, 2014

RE: Mr. Fred Fox
26 Spanish Street
P.O. Box 1047
St. Augustine, FL 32085-1047

To Whom it may concern:

The City of Williston has used the services of Fred Fox Enterprises for many years to apply and procure grants that have significantly improved the quality of life here in our community. By helping us to obtain and manage Community Development Block Grants (CDBG), Florida Recreation Development Assistance Program grants (FRDAP), and United States Department of Agriculture grants (USDA), we have been able to construct new water and sewer facilities, a natural gas gate station, and additional recreational facilities.

The staff at Fred Fox Enterprises has always been professional, thorough and diligent when it comes to either applying for a grant or managing a grant that we have been awarded. Because of these traits their firm has helped the City to become a better place.

I would strongly recommend their firm to any community or potential client.

Thank you,

Adam Hall
City of Williston
Community Development and Grants Manager

Mayor - R. GERALD HETHCOAT / President – JASON CASON
Vice President – CHARLES GOODMAN
Council members / MATT BROOKS – CAL BYRD – ELIHU ROSS
Interim City Manager – SCOTT LIPPMANN / City Clerk – FRANCES TAYLOR

April 23, 2018



To Whom It May Concern

RE: Letter for Reference for Fred Fox Enterprises, Inc.

Dear Sir/Madam:

City of Winter Garden

P: 407.656.4111

300 West Plant Street

Winter Garden, FL

34787

wintergarden-fl.gov

The City of Winter Garden is pleased to offer this letter of reference for Fred Fox Enterprises, Inc. Several years ago, the City worked with Mr. Fox and his team to successfully carry out a large housing weatherization project funded through the Florida Legislature in less than one year. During the FFY 2012 Community Development Block Grant (CDBG) application cycle the City worked with Fred Fox Enterprises to obtain a seven hundred and fifty thousand dollar (\$750,000) grant in the housing rehabilitation category. Mr. Fox and his team recently completed the CDBG Housing Revitalization Project which deals with the rehab/demolition/replacements and temporary relocation of a minimum of twelve (12) houses located in our City.

Mr. Fox's team has been very helpful in guiding our staff through each required step of the grant's application and administration process.

Mr. Fox's firm is very knowledgeable on all the regulations regarding the Community Development Block Grant Program funded through the Department of Economic Opportunity.

I would like to recommend their firm to any local government looking for a knowledgeable and experienced consultant, grant writer or administrator.

If you have any questions, please do not hesitate to contact me.

Sincerely,

Mike Bollhoefer
City Manager



CITY OF ZEPHYRHILLS

"City of Pure Water"

5335 Eighth Street • Zephyrhills, Florida 33542-4312
(813) 780-0000 • Fax (813) 780-0005

GENE WHITFIELD
Mayor

CITY COUNCIL

KENNETH V. COMPTON
Council President

W. ALAN KNIGHT
Vice President

KENNETH M. BURGESS,
JR.

CHARLES E. PROCTOR

LANCE A. SMITH

STEVEN F. SPINA
City Manager

LORI L. HILLMAN
City Clerk

MATTHEW E. MAGGARD
Interim City Attorney

12 April 2018

Mr. Fred D. Fox, President
Fred Fox Enterprises, Inc.
P.O Box 1047
St. Augustine, FL 32085-1047

RE: Reference for Fred Fox Enterprises, Inc.

To whom it may concern,

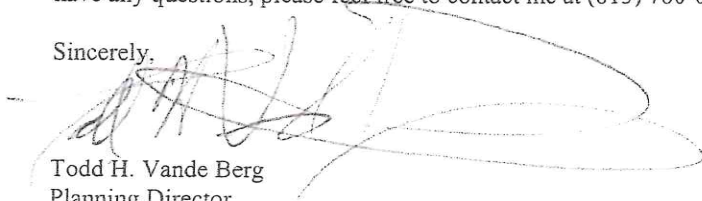
This letter is intended to serve as a reference for Fred Fox Enterprises, Inc. Over the past twenty years, the City of Zephyrhills has had the privilege of working with Mr. Fox and his staff on numerous grant related projects. Mr. Fox and his team offer excellent professional and quality services.

Fred Fox Enterprises, Inc. has assisted the City of Zephyrhills in obtaining numerous grants throughout the years. The City has applied for and received over \$5,000,000 in CDBG Commercial Revitalization, Economic Development, Neighborhood Revitalization and FRDAP Grants with the help of Mr. Fox and his staff. Grant applications and administration through to final close-out were provided by Fred Fox Enterprises. Mr. Fox and his staff are knowledgeable, professional, and extremely helpful regarding various grants and state programs.

The grants the City of Zephyrhills has received with the help of Mr. Fox and his staff have made a difference both physically and economically in our community. We have established a wonderful working relationship with Mr. Fox and his staff and look forward to continuing to work with him and the rest of Fred Fox Enterprises, Inc. in the future.

The City of Zephyrhills is extremely fortunate to be working with Fred Fox Enterprises, Inc. and highly recommend their services to others seeking grants and state program funding. Should you have any questions, please feel free to contact me at (813) 780-0000.

Sincerely,


Todd H. Vande Berg
Planning Director

FLORIDA RURAL WATER ASSOCIATION

2970 WELLINGTON CIRCLE • TALLAHASSEE, FL 32309-7813
(850) 668-2746

BOARD of DIRECTORS

MICHAEL MCKINNEY
Perry
President

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Jacksonville

EXECUTIVE
DIRECTOR

GARY WILLIAMS
Tallahassee



EMAIL
frwa@frwa.net

WEBSITE
www.frwa.net

September 7, 2012

Mr. Fred Fox
Fred Fox Enterprises
26 Spanish St
St. Augustine FL 32084

Dear Mr. Fox:

On behalf of the Florida Rural Water Association (FRWA), I would like to express my sincere appreciation and gratitude for your personal involvement at the recent FRWA Technical Training Conference. Taking time out of your busy schedule to prepare and present your presentation ensured the Conference was enjoyable, educational, and beneficial for the attendees.

So, whether the attendees were attending sessions, browsing the Exhibit Hall, or kept in suspense at the Best Tasting Water Contest, they all benefited from a positive experience – thanks to you! The attendees all “took something home with them” from dedicated professionals such as yourself, that will improve the water and wastewater industry for years to come.

We look forward to your involvement in future FRWA Conferences and training activities.

Sincerely,

Justin Strickland
Training Coordinator

JS/bc



RICK SCOTT
GOVERNOR

March 12, 2018

Mrs. Melissa Fox
Grants Compliance Manager
Fred Fox Enterprises, Inc.
221 Treasure Beach Road
St. Augustine, Florida 32080

Dear Mrs. Fox:

Thank you for your hard work and leadership in support of economic development and job creation in Florida and for all that you do in support of our great state. As Governor, I want to thank you for your efforts to help Florida create an economy where businesses succeed, jobs are created, and generations of Floridians benefit from being able to provide for their families. Businesses provide opportunities for families to live their dreams in our state. Floridians like you are helping make our state the best place in the world to raise a family, have a great career, and enjoy a life full of opportunity.

Since 2010, Florida businesses have created nearly 1.5 million private-sector jobs. To continue this growth, my Securing Florida's Future Budget recommends investing \$85 million in funding for the Florida Job Growth Grant Fund which will promote public infrastructure and job training to help ensure more businesses choose to grow and invest in Florida. We will continue to work to make our state more business-friendly, including fighting to cut taxes, to help secure Florida's future as the best place for families and job creators to succeed.

Thank you for helping make sure every family has the opportunity to succeed here in the Sunshine State. Please let me know your ideas for how we can continue to secure Florida's future and ensure our children and grandchildren have the opportunity to succeed in our great state.

Sincerely,

A handwritten signature in blue ink, appearing to read "Rick Scott".

Rick Scott
Governor

SWORN STATEMENT UNDER SECTION

287.133(3)(n), FLORIDA STATUTES ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Proposal No. 028-2021.
2. This sworn statement is submitted by Fred Fox Enterprises, Inc. whose business address is P.O. Box 840338, St. Augustine, FL and (if applicable) its Federal Identification No.(FEIN) is 59-243697. If entity has no FEIN, include the Social Security Number of the individual signing this sworn statement _____.
3. My name is Fred D. Fox and my relationship to the entity named above is President.
4. 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.
5. 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.
6. I understand that an “affiliate” as defined in Paragraph 287.133(1)(a), Florida Statutes means:
 - a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. 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.

7. 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.

8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

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 an 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)

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)

Signature: Fred D. Fox Date 09/24/2021

STATE OF Florida
COUNTY OF St. Johns

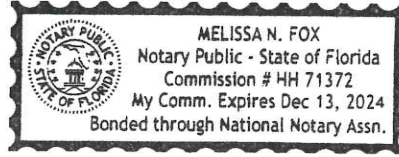
Personally appeared before me, the undersigned authority, Fred D. Fox who
after

first being sworn by me, affixed his/her signature in the space provided above on this 24th day of September 2021.

Mel N L

Notary Public, State at large

My Commission Expires:



THIS FORM MUST BE INCLUDED WITH PROPOSAL

[The remainder of this page is left blank intentionally]

CONFLICT OF INTEREST STATEMENT

STATE OF FLORIDA, CITY OF St. Augustine

Before me, the undersigned authority, personally appeared Fred D. Fox, who was duly sworn deposes and states:

- 1. I am the President of Fred Fox Enterprises, Inc. with a local office in St. Augustine, Florida and principal office in St. Augustine, Florida and principal office in N/A.
2. The above named entity is submitting a Proposal for the City of Lake City ITB-007-2020 described as METAL POLE BARN - SPRAYFIELD.
3. The Affiant has made diligent inquiry and provides the information contained in the Affidavit based upon his/her own knowledge.
4. 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.
5. 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.
6. 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.
7. 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.
8. 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.
9. 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.
10. 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.

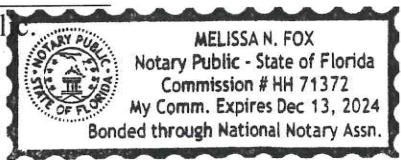
DATED this 24th day of September 20 21.

Fred D. Fox (Affiant) Fred D. Fox, President Typed Name and Title

Sworn to and subscribed before me this 24th day of September 20 21. Personally Known X Or produced identification Identification type: N/A

Notary Public-State of Florida Printed, typed, or stamped commissioned name of notary public My commission expires 12/13/2024

Melissa N. Fox



DRUG FREE WORKPLACE CERTIFICATE

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that, Fred Fox Enterprises, Inc. (print or type name of firm) 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”

Fred O Fox
Authorized Signature

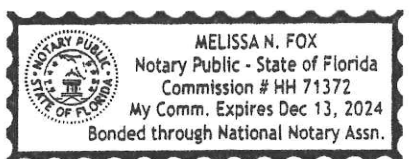
09/24/2021
Date Signed

State of Florida
County of St. Johns

Sworn to and subscribed before me this 24th day of September 2021.

Personally known X or Produced Identification _____
(Specify type of identification)

Mel N. J.
Signature of Notary
My Commission Expires: 12/13/2024



NON-COLLUSION AFFIDAVIT

STATE OF Florida

COUNTY OF St. Johns

Fred D. Fox, being duly sworn, deposes and says that:

1. He/She is President of Fred Fox Enterprises, Inc. the Bidder
Title Company Name
that has submitted the attached proposal;

2. He/She is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;

3. Such Proposal is genuine and is not a collusive or sham proposal;

4. 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

5. 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.

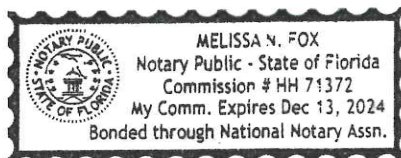
SIGNED Fred D. Fox

TITLE President

SUBSCRIBED AND SWORN TO BEFORE ME THIS 24th DAY OF September, 2021.

Mel N. L.

Notary Public, State of Florida My Commission Expires: 12/13/2024



E-VERIFY AFFIRMATION STATEMENT

RFP/Bid /Contract No:
028-2021

Project Description:
Grant Administrator for CDBG Project - Wilson Park Ampitheater

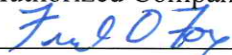
Contractor/Proposer/Bidder acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of,

- (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.

Contractor/Proposer/ Bidder Company Name:
Fred Fox Enterprises, Inc.

Authorized Company Person's Signature:



Authorized Company Person's Title:
President

Date: 09/24/2021

THIS FORM MUST BE INCLUDED WITH YOUR SUBMITTAL

**SWORN STATEMENT UNDER SECTION
287.133(3)(n), FLORIDA STATUTES ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid No. 028-2021.
2. This sworn statement is submitted by Fred Fox Enterprises, Inc. whose business address is P.O. Box 840338, 4425 US Hwy 1 South, Suite 103, St. Augustine, FL and (if applicable) its Federal Identification No.(FEIN) is 59-2443697. If entity has no FEIN, include the Social Security Number of the individual signing this sworn statement _____.
3. My name is Fred D. Fox and my relationship to the entity named above is President.
4. 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.
5. 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.
6. I understand that an “affiliate” as defined in Paragraph 287.133(1)(a), Florida Statutes means:
 - a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. 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.

7. 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.
8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

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)

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)

Signature: Fred D Fox Date 9/24/2021

STATE OF Florida

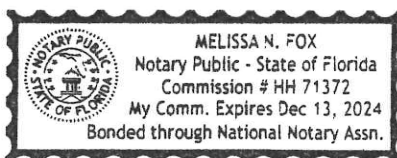
COUNTY OF St. Johns

Personally appeared before me, the undersigned authority, Fred D. Fox who
after first being sworn by me, affixed his/her signature in the space provided above on
this 24th day of September 2021.

Mel N Fox

Notary Public, State at large

My Commission Expires:



VENDORS ON SCRUTINIZED COMPANIES LISTS

By executing this Certificate Fred Fox Enterprises, Inc., the bid proposer, certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, (2) engaged in a boycott of Israel, (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes, or (4) engaged in business operations in Cuba or Syria. Pursuant to section 287.135(5), Florida Statutes, the County may disqualify the bid proper immediately or immediately terminate any agreement entered into for cause if the bid proposer is found to have submitted a false certification as to the above or if the Contractor is placed on the Scrutinized Companies that Boycott Israel List, is engaged in a boycott of Israel, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, during the term of the Agreement. If the County determines that the bid proposer has submitted a false certification, the County will provide written notice to the bid proposer. Unless the bid proposer demonstrates in writing, within 90 calendar days of receipt of the notice, that the County's determination of false certification was made in error, the County shall bring a civil action against the bid proposer. If the County's determination is upheld, a civil penalty shall apply, and the bid proposer will be ineligible to bid on any Agreement with a Florida agency or local governmental entity for three years after the date of County's determination of false certification by bid proposer.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

DATE: 09/24/2021 SIGNATURE: 

COMPANY: Fred Fox Enterprises, Inc. NAME: Fred D. Fox (Typed or Printed)

ADDRESS: P.O. Box 840338 TITLE: President

St. Augustine, FL 32080 E-MAIL: fred.fox@fredfoxenterprises.com

PHONE NO: (904) 810-5183

THIS FORM MUST BE INCLUDED WITH SUBMITTAL



Procurement

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

PROPOSAL DOCUMENT REPORT

RFP No. 028-2021

Grant Administrator for CDBG Project - Wilson Park Amphitheater

RESPONSE DEADLINE: September 30, 2021 at 2:00 pm

Report Generated: Wednesday, October 27, 2021

Fred Fox Enterprises, Inc. Proposal

CONTACT INFORMATION

Company:

Fred Fox Enterprises, Inc.

Email:

fred.fox@fredfoxenterprises.com

Contact:

Fred Fox

Address:

P. O. Box 840338

Saint Augustine, FL 32080

Phone:

(904) 810-5183

Website:

N/A

Submission Date:

Sep 29, 2021 3:07 PM

ADDENDA CONFIRMATION

Addendum #1

Confirmed Sep 29, 2021 2:48 PM by Melissa Fox

Addendum #2

Confirmed Sep 29, 2021 2:48 PM by Melissa Fox

Addendum #3

Confirmed Sep 29, 2021 2:50 PM by Melissa Fox

QUESTIONNAIRE

1. Proposals*

Please upload your proposals here

RFP_#028-2021-Fred_Fox_Enterprises.pdf

2. Documents Requiring Notorization*

Please download the below documents, complete and have notarized. An online notarization option will be provided for you when responding.

- [Public Entity Crimes Statem...](#)
- [Conflict of Interest Statem...](#)
- [Drug Free Workplace Certifi...](#)
- [Non-Collusion Affidavit.pdf](#)
- [E-VERIFY AFFIRMATION STATEM...](#)
- [SWORN STATEMENT UNDER SECTI...](#)
- [VENDORS ON SCRUTINIZED COMP...](#)

City_Required_Forms.pdf

3. Disputes Disclosure Form*

Answer the following by selecting which, if any, pertain to your organization. . If you answer "YES", please explain in the Disputes Disclosure Explanation question. If you answer None of the Above, please type "N/A" in the Disputes Disclosure Explanation question.

None of the Above

PRICE TABLES

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Fee or proposed fee basis	1	lump sum	\$56,000.00	\$56,000.00
TOTAL					\$56,000.00



City of Lake City
Procurement

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

EVALUATION TABULATION

RFP No. 028-2021

Grant Administrator for CDBG Project - Wilson Park Amphitheater

RESPONSE DEADLINE: September 30, 2021 at 2:00 pm

Report Generated: Wednesday, October 27, 2021

CONSENSUS SCORECARD SUMMARY

Vendor	<u>The Staff's number of years of experience with administering projects through the Florida Small Cities CDBG program</u> Points Based 20 Points (20%)	<u>The number of years of experience of the firm's management group with the Florida Small Cities CDBG program.</u> Points Based 20 Points (20%)	<u>Proposed approach to administration of the grant including an outline of the proposed tasks to be performed and the thoroughness of the approach presented</u> Points Based 20 Points (20%)	<u>Number of favorable client references provided from other communities. Only one (1) letter (dated 2011 or later) per community will be accepted for points.</u> Points Based 20 Points (20%)	<u>The quality of the response from the client references provided from other communities</u> Points Based 15 Points (15%)	<u>Fee or proposed fee basis</u> Points Based 5 Points (5%)	Total Score (Max Score 100)
Fred Fox Enterprises, Inc.	20	20	18.33	20	15	4.33	97.7

PHASE 1

EVALUATORS

Name	Title
David Young	Director
Florence Straugh	Airport Director
Donna Duncan	Finance Director

EVALUATION TABULATION

RFP No. 028-2021

Grant Administrator for CDBG Project - Wilson Park Amphitheater

EVALUATION CRITERIA

Criteria	Description	Scoring Method	Weight (Points)
The Staff's number of years of experience with administering projects through the Florida Small Cities CDBG program	20 years or more = 20 points 15 to 19 years = 15 points 10 to 14 years = 10 points 5 to 10 years = 5 points Less than 5 years = 0 points	Points Based	20 (20% of Total)
The number of years of experience of the firm's management group with the Florida Small Cities CDBG program.	20 years or more = 20 points 15 to 19 years = 15 points 10 to 14 years = 10 points 5 to 10 years = 5 points Less than 5 years = 0 points	Points Based	20 (20% of Total)
Proposed approach to administration of the grant including an outline of the proposed tasks to be performed and the thoroughness of the approach presented	Excellent - 20 points Good - 15 points Fair - 10 points Poor - 0 points	Points Based	20 (20% of Total)
Number of favorable client references provided from other communities. Only one (1) letter (dated 2011 or later) per community will be accepted for points.	25 or more -20 points 20 to 24 - 15 points 10 to 19 - 10 points 5 to 9 - 5 points Less than 5 - 0 points	Points Based	20 (20% of Total)

EVALUATION TABULATION

RFP No. 028-2021

Grant Administrator for CDBG Project - Wilson Park Amphitheater

The quality of the response from the client references provided from other communities	Excellent - 15 points Good - 10 points Fair - 5 points Poor - 0 points	Points Based	15 (15% of Total)
Fee or proposed fee basis	Lowest fee - 5 points Next Lowest - 4 points Next Lowest - 3 points Next Lowest - 2 points Next Lowest Fee - 1 point	Points Based	5 (5% of Total)

AGGREGATE SCORES SUMMARY

Vendor	David Young	Florence Straugh	Donna Duncan	Total Score (Max Score 100)
Fred Fox Enterprises, Inc.	98	95	100	97.67

VENDOR SCORES BY EVALUATION CRITERIA

Vendor	<u>The Staff's number of years of experience with administering projects through the Florida Small Cities CDBG program</u> Points Based 20 Points (20%)	<u>The number of years of experience of the firm's management group with the Florida Small Cities CDBG program.</u> Points Based 20 Points (20%)	<u>Proposed approach to administration of the grant including an outline of the proposed tasks to be performed and the thoroughness of the approach presented</u>	<u>Number of favorable client references provided from other communities. Only one (1) letter (dated 2011 or later) per community will be accepted for points.</u>	<u>The quality of the response from the client references provided from other communities</u> Points Based 15 Points (15%)	<u>Fee or proposed fee basis</u> Points Based 5 Points (5%)	Total Score (Max Score 100)

EVALUATION TABULATION

Request for Proposal - Grant Administrator for CDBG Project - Wilson Park Amphitheater

EVALUATION TABULATION

RFP No. 028-2021

Grant Administrator for CDBG Project - Wilson Park Amphitheater

			Points Based 20 Points (20%)	Points Based 20 Points (20%)			
Fred Fox Enterprises, Inc.	20	20	18.3	20	15	4.3	97.67

CITY OF LAKE CITY

**COMMERCIAL REVITALIZATION PROJECT
FEE SCHEDULE**

The fee schedule for the management of the City of Lake City's CDBG Project in the Commercial Revitalization category would be as follows:

SERVICEAMOUNT

1. **Prepare the Environmental Review**

- Prepare the Environmental Review, including all required mail-outs.
- Prepare the required advertising. \$ 10,000.00

2. **Attendance at the Project Monitoring Visits as well as the Completion of all Required Reports**

- Prepare Project Amendments (Estimate - 2).
- Prepare all required reports for submission by the City
- Prepare all required advertisements.
- Participate in all State Monitoring visits (Estimate - 2).
- Prepare the Preliminary Contract and Final close-out documents for the project. \$8,000.00

3. **Project Administration/Financial Supervisor**

- Create and maintain an independent set of financial records for the project.
- Prepare all Request for Funds for the project for submission by the City.
- Coordinate 504 (handicapped accessibility) requirements with the City.
- Work with the City to carry out required Fair Housing Activities.
- Coordinate with the State on any new program requirements. \$ 14,000.00

4. **Coordination with the Engineer and Contractor**

- Coordinate with the engineer on all Federal and State requirements associated with the project.
- Participate in the Pre-bid conference for the project.
- Obtain the contractor approval from the State.
- Coordinate the Pre-construction conference with the engineer.
- Review contractor package for grant information completion. Insure Notice To Proceed is issued to the contractor. Conduct required Employee Interviews. **CITY OF LAKE CITY**

**COMMERCIAL REVITALIZATION PROJECT
FEE SCHEDULE (cont.)**

SERVICE AMOUNT

- Review and approve contractor payroll requests along with the engineer.
- Review and recommend approval of all change orders as they relate to State contract compliance. \$ 16,000.00

5. Community Coordination

- Meet with the Citizen’s Advisory Task Force to keep them updated on the progress of the project.
- Meet with the City Council and City Staff as requested to keep them updated on the progress of the project. \$500.00

6. Coordination with State Staff

- Maintain continuous telephone and written coordination with State staff to insure a smooth flow of the project through the state system.
- Walk any required amendments and approvals through the State to insure a quick approval. \$500.00

GRAND TOTAL ----- \$ 49,000.00

File Attachments for Item:

16. City Council Resolution No. 2021-156 - A resolution of the City Council of the City of Lake City, Florida, accepting a bid from Advanced Environmental Laboratories, Inc., related to the recurring analysis of the City's water quality; providing for a contract price not to exceed \$112,753.00; and providing an effective date.

CITY COUNCIL RESOLUTION NO. 2021-156

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, ACCEPTING A BID FROM ADVANCED ENVIRONMENTAL LABORATORIES, INC., RELATED TO THE RECURRING ANALYSIS OF THE CITY'S WATER QUALITY; PROVIDING FOR A CONTRACT PRICE NOT TO EXCEED \$112,753.00; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Lake City, Florida (hereinafter the "City") requires water quality bacteriological testing for plant and distribution systems (hereinafter the "Laboratory Services"); 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 Laboratory Services, an Invitation to Bid ((ITB-027-2021) hereinafter "ITB") was advertised and the city administration recommends that the Laboratory Services be awarded to Advanced Environmental Laboratories, Inc. (hereinafter "AEL"); and

WHEREAS, the City Council finds that it is in the City's best interest to award the contract to AEL for the Laboratory Services pursuant to and in accordance with the terms, provisions, conditions, and requirements of the "*Contract between the City of Lake City, Florida and Advanced Environmental Laboratories, 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 Contract is awarded to AEL and the execution of the same is authorized.

Section 3. The City Manager and City Attorney are authorized to make such reasonable changes and modifications to the Contract as may be deemed necessary to be in the best interest of the City and its citizens. Provided however, that any such changes or modifications shall not cause the payment to AEL 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 AEL 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 November 2021.

CITY OF LAKE CITY, FLORIDA

By: _____
Stephen M. Witt, Mayor

ATTEST:

APPROVED AS TO FORM AND
LEGALITY:

By: _____
Audrey E. Sikes, City Clerk

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

**CONTRACT BETWEEN THE CITY OF LAKE CITY, FLORIDA, AND
ADVANCED ENVIRONMENTAL LABORATORIES, INC.**

THIS CONTRACT made and entered into this ____ day of November 2021, by and between the CITY OF LAKE CITY, FLORIDA, a municipal corporation, with a mailing address is 205 North Marion Avenue, Lake City, Florida 32055 (herein referred to as "City") and Advanced Environmental Laboratories, Inc., with a mailing address of 6681 Southpoint Parkway Jacksonville, FL 32216 (herein referred to as "Contractor").

WHEREAS, the City requires an annual contract for the water quality sampling and laboratory testing for the Lake City Wastewater Treatment Plant, Sprayfield, Kicklighter Facility, and Price Creek Water Treatment Plant and all bacteriological testing for plants and distribution within the City; and

WHEREAS, the City invited competitive bids through an Invitation to Bid (ITB-027-2021) and the Contractor was the sole bidder; and

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

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

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

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

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

b. "CONTRACT" means the terms, conditions, and covenants expressed herein in addition to all the terms, conditions, and covenants of the Invitation to Bid, and the addendum and Proposal Document Report (hereinafter collectively referred to as "ITB-027-2021" or "ITB"), reasonably inferred to the City and general conditions, all of which are incorporated herein and made an essential part of this agreement between the parties.

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

d. "SERVICES" means professional services related to the water quality sampling and laboratory testing for the Lake City Wastewater Treatment Plant, Sprayfield, Kicklighter Facility, and Price Creek Water Treatment Plant and all bacteriological testing for plant and distribution and the services and responsibilities listed

within the ITB.

e. "SUB-CONTRACTOR" means any individual or firm offering professional services which is engaged by the Contractor or one of its sub-contractors in providing and performing the professional services, work and materials for which the Contractor is contractually obligated, responsible and liable to provide and perform under this Contract and any and all amendments thereto. The City shall not be a party to, responsible or liable for, or assume any obligation whatsoever for any agreement entered into between the Contractor and any sub-contractor or any sub-sub-contractor.

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

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

4. **Term of Contract:** The term of this Contract shall be for one (1) year. The City reserves the right to extend the contract period for two (2) additional one (1) year periods upon mutual agreement with the Contractor. Annual renewals shall be contingent upon the City Council's adoption of an annual budget that includes the fiscal appropriation to satisfy this Contract. 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 amounts shown in the *Evaluation Tabulation* attached hereto as “Exhibit A”. Payment to the Contractor will be made in accordance with the ITB and F.S. 218.70 “Local Government Prompt Payment Act” upon receipt of the invoice, assuming there are no contested amounts with the invoice.

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 covering as insured the Contractor and City with limits of liability of not less than \$1,000,000.00 per occurrence and aggregate, for coverage of bodily injury or death to any person or persons, property damage, premises-operations, independent contractors, products/completed operations; and

b. Comprehensive automobile liability insurance covering all owned, hired, and non-owned vehicles with coverage limits of not less than \$300,000.00 per person and \$500,00.00 per occurrence and \$200,00.00 property damages; and

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

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

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

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

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

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

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

Contractor pursuant to this Contract.

Contractor agrees to and will abide by and comply in accordance with the laws, statutes, ordinances, codes, rules, regulations and requirements of any and all governmental agencies which may regulate or have jurisdiction over the services to be provided and performed by Contractor for the City, and by any subcontractor 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. Time is of the essence in the Contract and all obligations thereunder. If the Contractor fails to complete the Services within fifteen (15) days from receipt of the samples or equipment, the City shall be entitled to retain or recover from the Contractor, as liquidated damages and not as a penalty, the sum of three hundred dollars and zero cents (\$300.00) 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

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

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

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

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

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

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

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

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

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

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

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

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-027-2021) and all addendum, and all attachments thereto. With those incorporations, this Contract constitutes the entire

agreement between City and Contractor and supersedes all prior written or oral understandings. Should any term or condition of the documents referenced within this paragraph be found to conflict with a term or condition of this contract the term or condition of this contract shall prevail and be binding. This Contract may only be amended, supplemented, modified, or canceled by a duly executed written instrument adopted by resolution.

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

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

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

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

CITY OF LAKE CITY, FLORIDA

By: _____
Stephen M. Witt, Mayor

ATTEST:

Approved as to form and legality:

By: _____
Audrey Sikes, City Clerk

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

**ADVANCED ENVIRONMENTAL
LABORATORIES, INC.**

By: _____
Signature & Name

Title

By: _____
Signature & Name

Title



City of Lake City
Procurement

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

EVALUATION TABULATION

ITB No. ITB-027-2021

WATER QUALITY SAMPLING & LAB TESTING – ANNUAL CONTRACT

RESPONSE DEADLINE: October 18, 2021 at 2:00 pm

Report Generated: Tuesday, October 26, 2021

SELECTED VENDOR TOTALS

Vendor	Total
Advanced Environmental Laboratories, Inc.	\$112,753.00

ITEM I: WASTEWATER TREATMENT PLANT (DEP PERMIT)

A. DIGESTED SLUDGE

					Advanced Environmental Laboratories, Inc.	
Selected	Line Item	A. DIGESTED SLUDGE	Estimated Samples	Unit of Measure	Price per sample test	Total
X	1	Complete set	4	ea.	\$397.00	\$1,588.00
X	2	% Solids before dewatering	4	ea.	\$10.00	\$40.00
Total						\$1,628.00

ITEM I: WASTEWATER TREATMENT PLANT (DEP PERMIT)

B. PLANT IFFLUENT/ EFFLUENT:

					Advanced Environmental Laboratories, Inc.	

EVALUATION TABULATION
 ITB No. ITB-027-2021
 WATER QUALITY SAMPLING & LAB TESTING – ANNUAL CONTRACT

Selected	Line Item	B. PLANT EFFLUENT/ EFFLUENT:	Estimated Samples	Unit of Measure	Price per sample	Total
X	1	Annual Treated Effluent Analysis (Industrial Pretreatment)	1	ea.	\$525.00	\$525.00
X	2a	Weekly Analysis (St. Margarets EFA-1) CBOD'S	52	ea.	\$16.00	\$832.00
X	2b	Weekly Analysis (St. Margarets EFA-1) TSS	52	ea.	\$10.00	\$520.00
X	2c	Weekly Analysis (St. Margarets EFA-1) FECAL	52	ea.	\$12.00	\$624.00
X	3	Semi-Annual (Service Zone EFA-1) NITRTE	1	ea.	\$12.00	\$12.00
X	4a	Bi-Weekly Analysis (Sites INF-1 & EFA-1) CBOD'S	26	ea.	\$16.00	\$416.00
X	4b	Bi-Weekly Analysis (Sites INF-1 & EFA-1) TSS	26	ea.	\$10.00	\$260.00
X	4c	Bi-Weekly Analysis (Sites INF-1 & EFA-1) FECAL	26	ea.	\$12.00	\$312.00
X	5a	Public Access Reuse (PAR) Analysis CBOD	365	ea.	\$16.00	\$5,840.00
X	5b	Public Access Reuse (PAR) Analysis TSS	365	ea.	\$10.00	\$3,650.00
X	5c	Public Access Reuse (PAR) Analysis FECAL	365	ea.	\$12.00	\$4,380.00
X	6	Monthly Nitrogen Series and phosphorous	12	ea.	\$56.00	\$672.00
X	7	Weekly Nitrate plus Nitrite Total Nitrogen and Phosphorous	52	ea.	\$46.00	\$2,392.00
X	8	Quarterly IPP	4	ea.	\$135.00	\$540.00
Total						\$20,975.00

ITEM I: WASTEWATER TREATMENT PLANT (DEP PERMIT)

C. ANNUAL IPP ANALYSIS:

					Advanced Environmental Laboratories, Inc.	
Selected	Line Item	C. ANNUAL IPP ANALYSIS:	Estimated Samples	Unit of Measure	Price per sample	Total

EVALUATION TABULATION
 ITB No. ITB-027-2021
 WATER QUALITY SAMPLING & LAB TESTING – ANNUAL CONTRACT

X	1	Influent/Effluent/sludge	3	ea.	\$676.00	\$2,028.00
Total						\$2,028.00

ITEM II: SCHEDULE OF TEST-EFFLUENT SPRAYFIELD (DEP PERMIT)

A. GROUND WATER MONITORING WELLS AND RESEVOIR –EFFLUENT QUARTERLY & MONTHLY ANALYSIS

					Advanced Environmental Laboratories, Inc.	
Selected	Line Item	A. GROUND WATER MONITORING WELLS AND RESEVOIR – EFFLUENT QUARTERL	Estimated Samples	Unit of Measure	Price per sample	Total
X	1	Quarterly (Sprayfield)	40	ea.	\$158.00	\$6,320.00
X	2	Monthly (Bio-Solid Site)	72	ea.	\$189.00	\$13,608.00
Total						\$19,928.00

ITEM III: WASTEWATER TREATMENT PLANT (EPA PERMIT) A. EFFLUENT BY-PASS:

					Advanced Environmental Laboratories, Inc.	
Selected	Line Item	A. EFFLUENT BY-PASS:	Estimated Samples	Unit of Measure	Price per sample	Total
X	1	Complete Set	9	ea.	\$43.00	\$387.00
Total						\$387.00

ITEM III: WASTEWATER TREATMENT PLANT (EPA PERMIT) B. DIGESTED SLUDGE

					Advanced Environmental Laboratories, Inc.	

EVALUATION TABULATION
 ITB No. ITB-027-2021
 WATER QUALITY SAMPLING & LAB TESTING – ANNUAL CONTRACT

Selected	Line Item	B. DIGESTED SLUDGE	Estimated Samples	Unit of Measure	Price per sample test	Total
X	1	125 Priority Pollutants	1	ea.	\$545.00	\$545.00
X	2	Toxicity Characteristic	1	ea.	\$450.00	\$450.00
X	3	Bench Scale Test	12	ea.	\$90.00	\$1,080.00
X	4	Total Solids	12	ea.	\$10.00	\$120.00
Total						\$2,195.00

ITEM III: WASTEWATER TREATMENT PLANT (EPA PERMIT) C. REAGENT WATER

						Advanced Environmental Laboratories, Inc.
Selected	Line Item	C. REAGENT WATER	Estimated Samples	Unit of Measure	Price per sample	Total
X	1	Annual Analysis	1	ea.	\$48.00	\$48.00
Total						\$48.00

ITEM III: WASTEWATER TREATMENT PLANT (EPA PERMIT) D. BACKGROUND SURFACE WATER

						Advanced Environmental Laboratories, Inc.
Selected	Line Item	D. BACKGROUND SURFACE WATER	Estimated Samples	Unit of Measure	Price per sample	Total
X	1	Analysis (quarterly	4	ea.	\$32.00	\$128.00
Total						\$128.00

ITEM IV: WASTEWATER TREATMENT PLANT (IWPP PERMIT)

EVALUATION TABULATION
 ITB No. ITB-027-2021
 WATER QUALITY SAMPLING & LAB TESTING – ANNUAL CONTRACT

A. INDUSTRIAL CUSTOMER

					Advanced Environmental Laboratories, Inc.	
Selected	Line Item	A. INDUSTRIAL CUSTOMER	Estimated Samples	Unit of Measure	Price per sample	Total
X	1	Effluent	2	ea.	\$66.00	\$132.00
X	2	Pollutants	2	ea.	\$545.00	\$1,090.00
Total						\$1,222.00

ITEM V: KICKLIGHTER RECLAMATION FACILITY (DEP PERMIT)

A. DIGESTED SLUDGE:

					Advanced Environmental Laboratories, Inc.	
Selected	Line Item	A. DIGESTED SLUDGE:	Estimated Samples	Unit of Measure	Price per sample test	Total
X	1	Complete set	4	ea.	\$397.00	\$1,588.00
X	2	% Solids before dewatering	4	ea.	\$10.00	\$40.00
Total						\$1,628.00

ITEM V: KICKLIGHTER RECLAMATION FACILITY (DEP PERMIT)

B. PLANT EFFLUENT/ EFFLUENT:

					Advanced Environmental Laboratories, Inc.	
Selected	Line Item	B. PLANT EFFLUENT/ EFFLUENT:	Estimated Samples	Unit of Measure	Price per sample	Total

EVALUATION TABULATION
 ITB No. ITB-027-2021
 WATER QUALITY SAMPLING & LAB TESTING – ANNUAL CONTRACT

X	1	Annual Treated Effluent Analysis (Industrial Pretreatment)	1	ea.	\$550.00	\$550.00
X	2a	Weekly Analysis (Kicklighter Facility EFA-1) CBOD'S	52	ea.	\$16.00	\$832.00
X	2b	Weekly Analysis (Kicklighter Facility EFA-1) TSS	52	ea.	\$10.00	\$520.00
X	2c	Weekly Analysis (Kicklighter Facility EFA-1) FECAL	52	ea.	\$12.00	\$624.00
Total						\$2,526.00

ITEM VI: PRICE CREEK WATER TREATMENT PLANT AND ALL BACTERIOLOGICAL TESTING FOR PLANT AND DISTRIBUTION
 ALL BACTERIOLOGICAL TESTING FOR PLANT AND DISTRIBUTION

Selected	Line Item	ALL BACTERIOLOGICAL TESTING FOR PLANT AND DISTRIBUTION	Estimated Samples	Unit of Measure	Price per sample	Total
X	1	Complete set	52	ea.	\$1,155.00	\$60,060.00
Total						\$60,060.00

VENDOR QUESTIONNAIRE PASS/FAIL

Question Title	Advanced Environmental Laboratories, Inc.
References	Pass
Title and Organization	Pass
Local Office	Pass
Principal Office	Pass
Conflict of Interest Statement	Pass
Disputes Disclosure Form	Pass
Disputes Disclosure Form - Explanation	Pass
Disputes Disclosure Form - Acknowledgement	Pass
Drug Free Workplace Certificate	Pass

EVALUATION TABULATION
 ITB No. ITB-027-2021
 WATER QUALITY SAMPLING & LAB TESTING – ANNUAL CONTRACT

Non-Collusion Affidavit	Pass
E-Verify Affirmation Statement	Pass
Bidder's Checklist	Pass
Clarifications and Exceptions	Pass
Sworn Statement Under Section 287.133(3)(n), Florida Statutes on Public Entity Crimes	Pass
Federal Identification No. (FEID)	Pass
Acknowledgments	Pass
Please indicate which statement applies.	Pass
Required Documents	Received
Describe Action Taken	N/A

MEETING DATE
11/1/2021

CITY OF LAKE CITY

Report to Council

COUNCIL AGENDA	
SECTION	
ITEM NO.	

SUBJECT: Laboratory Testing

DEPT / OFFICE: Utilities – Wastewater

Originator: Cody Pridgeon, Wastewater Director		
City Manager Michael Williams	Department Director Paul Dyal	Date 10/19/2021
Recommended Action: Award bid to Advance Environmental Labs		
Summary Explanation & Background: The Wastewater, Water and Distribution Collection Departments send samples to an outside lab for analysis. The results are reported to FDEP. AEL has been our contracted lab for 7 years and were the sole bidder. Total bid came in at \$112,753 as shown in the attached bid tabulation.		
Alternatives: Not Approve		
Source of Funds: Budgeted Funds		
Financial Impact: \$112,753		
Exhibits Attached: 1) Bid Tab		

INVITATION TO BID
ITB-027-2021
WATER QUALITY SAMPLING & LAB TESTING – ANNUAL
CONTRACT

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

RELEASE DATE: September 15, 2021

DEADLINE FOR QUESTIONS: September 29, 2021

RESPONSE DEADLINE: October 18, 2021, 2:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

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

City of Lake City
INVITATION TO BID

WATER QUALITY SAMPLING & LAB TESTING – ANNUAL CONTRACT

- 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-027-2021

Sealed bids will be accepted by the City of Lake City, Florida until Monday, October 18, 2021 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:

WATER QUALITY SAMPLING & LAB TESTING – ANNUAL CONTRACT

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

All questions related to this ITB shall be submitted in writing through the 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, September 29, 2021 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.

1.2. Contact Information

Karen Nelmes
Procurement Director
205 N. Marion Ave
Lake City, FL 32055
Email: nelmesk@lcfla.com
Phone: (386) 719-5818

Department:
Procurement

1.3. Timeline

Release Project Date	September 15, 2021
Question Submission Deadline	September 29, 2021, 4:00pm

Invitation to Bid #ITB-027-2021

Title: WATER QUALITY SAMPLING & LAB TESTING – ANNUAL CONTRACT

Question Response Deadline	October 6, 2021, 4:00pm
Proposal Submission Deadline	October 18, 2021, 2:00pm

2. INSTRUCTION TO BIDDERS

2.1. Overview

The City of Lake City is accepting bids for WATER QUALITY SAMPLING & LAB TESTING – ANNUAL CONTRACT.

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 Monday, October 18, 2021 at 2:00 pm. Late proposals shall not be accepted.

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

2.3. Pre-Bid Meeting

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

2.4. Questions

All questions related to this ITB shall be submitted in writing via the ProcureNow Question/Answer Tab via the City's e-Procurement portal, on or before, Wednesday, October 6, 2021 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

THE CITY OF LAKE CITY WILL ACCEPT PROPOSALS FOR AN ANNUAL CONTRACT FOR WATER QUALITY SAMPLING AND LABORATORY TESTING FOR THE CITY OF LAKE CITY WASTEWATER TREATMENT PLANT, SPRAYFIELD, KICKLIGHTER FACILITY, AND PRICE CREEK WATER TREATMENT PLANT AND ALL BACTERIOLOGICAL TESTING FOR PLANT AND DISTRIBUTION.

3.2. Specifications

1. The laboratory will furnish all labor and materials to field sample certain items as requested by the City. The Successful Bidder must provide all sample containers for samples collected by the City and delivered by the Bidder to the City laboratory, perform laboratory testing for all of the items identified herein and report the findings. Analytical results shall also be available on the web within a reasonable time frame, in PDF and HTML format. Bidders must demonstrate ability to provide data and applicable invoices on the web prior to bidding and all results must be available on the web for the duration of the contract and up to 6 years after expiration of said contract. Unit prices for tests are to include all labor, transportation, freight overhead, chemical, equipment, tools, capital and administrative cost.

2. Quantities of test shown on the bid form are the expected number of test required during the first year of the contract. The City reserves the right to require more or less testing at the same unit price for each item.

3. The laboratory must be available to collect samples upon notice within a three (3) hour time frame 7 days per week.

3.3. Submittals

1. The laboratory will furnish a copy of their current certification with the Department of Health (DOH) prior to starting work. It can be submitted with your submittal but is not required.

2. Four (4) copies of all laboratory analysis will be furnished for all testing performed. Testing methods will be identified as requested by the Department of Environmental Protection (DEP) or the City.

3. Reports will be prepared to meet the requirements of Florida Administration Code (FAC) 62-550.730, reporting requirements.

3.4. Laboratory Qualifications

The laboratory will have current certifications from the DOH in accordance with Section 403.863, Florida Statutes, and will remain current during the contract period.

3.5. Laboratory Reports

All laboratory results must include Department of Environmental Protection/Environmental Protection Agency (DEP/EPA) maximum contaminant levels (MCL) for each parameter tested.

3.6. Field Sampling and Laboratory Testing

1. When sampling monitoring wells, static water level in each well will be recorded prior to the evacuation of the well for sample collection. Measurement of water elevation will be referenced to National Geodetic Vertical Datum (NGVD) at the precision of plus or minus 0.01 feet and be reported as compared to sea level elevation. This information will be submitted with each quarter's analytical results. Wells must then be purged as required prior to sampling. Groundwater sampling results will be submitted on DEP form 62-620.910 (29Nov94 or latest revision supplied by the city), or a facsimile thereof and emailed to the City's designated representative. Compliance with groundwater standards must be determined by analysis of unfiltered samples.

Spray field monitoring wells- 10 wells/75-95 feet (well Depth)/39-76 feet (to H2O). Bio-solid site Monitoring wells-6 wells/102-160 feet (well Depth)/75-88 feet (to H2O). These are 2 inch wells at both locations. Also - Monitoring Wells at Spray field are tested quarterly, monitoring wells at the Bio-solid Site (Branford Road) are tested monthly

2. Sampling and testing includes field sampling, sampling apparatus, decontamination procedures between sample locations, sample containers, preservation and transportation of sample to laboratory, reporting field and lab results tabulated and contaminate name, sample level and state MCL.

3. Laboratory work will be done in accordance with the requirements of DOH, DEP, National Environmental Laboratory Accreditation Conference (NELAC), National Environmental Laboratory Accreditation Program (NELAP), and FAC 62-550, Part VI analytical methods.

3.7. Field Technician

1. Successful Bidder to provide an in-house trained field technician/courier with appropriate equipment to perform field-testing on an as needed basis as directed by the City of Lake City. All sample cost are to include charges for trained field technician and equipment as appropriate

2. Successful Bidder to provide insured vehicle as required for field technician to be transported to and from sampling point. Charges for said vehicle are to be included in sample cost.

3.8. ITEM I: SCHEDULE OF TEST – WASTEWATER TREATMENT PLANT (DEP PERMIT)

A. DIGESTED SLUDGE:

1. Digested Sludge from the St. Margarets Street plant is to be sampled and composited by plant personnel in accordance with FAC 62-640.650(3) (a) (1). Contracted lab will collect a sub-sample and analyze for items listed in FAC 62-640.650(3) (a) 3. and Code of Federal Regulations (40 CFR) 503.8 and the POTW Sludge Sampling and Analysis Guidance Document (In the cases where disagreements exists between 40 CFR 503.8 and the POTW Sludge Sampling and Analysis Guidance Document, the requirements in 40 CFR 503.8 will apply) quarterly in January, April, July, and October.

2. Analyze sludge before dewatering for % solids.

Sludge Analysis

Parameters Units

MPN (7samples) MPN/g

Nitrogen, Sludge, Tot, Dry Wt (as N) %

Phosphorus, Sludge, Tot, Dry Wt (as P) %

Potassium, Sludge, Tot, Dry Wt (as K) %

Solids, Total, Sludge, Liquid %

PH s.u.

Calcium Carbonate Equivalent %

*Arsenic Mg/kg

*Cadmium Mg/kg

*Copper (as CU) Mg/kg

*Lead Mg/kg

*Mercury Mg/kg

*Molybdenum Mg/kg

*Nickel Mg/kg

*Selenium Mg/kg

*All Dry weight Sludge/Performed Quarterly

B. PLANT INFLUENT, EFFLUENT AND (PAR) PUBLIC ACCESS REUSE:

1. Annual testing will occur at the same time as the third quarter monitoring well testing for the Sprayfield - Treated effluent will be sampled and analyzed for:

- a. Primary Inorganics as listed in FAC 62-550.310 (1) (a) Table 1
- b. Secondary drinking water standards as listed in FAC 62-550.320 Table 6
- c. EPA method 624 and 625 Analytes
- d. Specific Conductance (mhos)
- e. Total Kjeldahl Nitrogen (TKN)
- f. Total Phosphorous. (TP)
- g. Total Organic Carbon (TOC)

2. Weekly – The facility shall take a 16 hour composite sample of the Influent at the monitoring location site INF1 AND final treated effluent at monitoring location site number EFA-1 for Carbonaceous Biochemical Oxygen Demand (cBOD), Total Suspended Solids (TSS) and the facility shall take a grab

sample of the final treated effluent at monitoring location site number EFA-1 Fecal coliform – St Margaret’s facility.

3. Public Access Reuse (PAR) Sampling (EFA1, EFA-3/EFB-1) - 5 to 7 Days/Week – Public Access Reuse (PAR) – The facility shall take a 16 hour composite sample of the final treated effluent at monitoring location site number EFA-1 at the St Margarets facility for Carbonaceous Biochemical Oxygen Demand (cBOD), and the facility shall take a Daily Grab sample of the final treated effluent at monitoring location site number EFB-1 for Total Suspended Solids (TSS) and at monitoring location site number EFA-3 for Fecal Coliform.

4. Monthly – Nitrogen Series and Phosphorous Monitoring – The facility shall take a 16 hour composite sample of the final treated effluent at monitoring location site number EFA-1 on a monthly basis for the following parameters: Total Kjeldahl Nitrogen (as N), Total Ammonia Nitrogen (as N), Total Organic Nitrogen (as N), Total Nitrate plus Nitrite (as N) and Total Nitrogen and Total Phosphorous (as P). The values shall be reported as the concentration in MG/L.

5. Weekly – Nitrate plus Nitrite, Total Nitrogen and Phosphorous Monitoring - The facility shall take a grab sample of the effluent discharged from the lined storage basin at the spray site at monitoring location site number EFA-2 on a weekly basis for the following parameters: Nitrate plus Nitrite (as N), Total Nitrogen and Phosphorous (as P) The values shall be reported at the concentration in MG/L. (Also see permit page 4)

6. Quarterly IPP – (Inf/Eff) Arsenic, Cadmium, Chromium, Copper, Cyanide, Lead, Mercury, Nickel, Molybdenum, Selenium, Silver, Zinc and Ammonia. (used for local parameter limit studies only)

C. ANNUAL TESTING FOR INDUSTRIAL PRETREATMENT

Annual testing for industrial pretreatment shall be conducted during the sixth month of the calendar year, and shall include the Influent (PRT-I), Effluent (PRT-E) and Residuals (PRT-R). The Influent and Effluent shall be analyzed for the following parameters: as listed on the St Margaret’s Facility’s IPP DMR. See attached document. It is important that all chemical names are listed as they are on this Annual IPP (Industrial Pretreatment Program) DMR further all units must be reported as shown on the DMR.

3.9. ITEM II: SCHEDULE OF TEST-EFFLUENT SPRAYFIELD (DEP PERMIT)

A. GROUND WATER MONITORING WELLS AND RESERVOIR -EFFLUENT MONTHLY ANALYSIS:

1. All wells established by permit for ground water monitoring will be sampled and analyzed each calendar quarter for the following parameters. Additional samples, wells and parameters may be required based upon subsequent analyses. Spray Field monitoring wells-10 wells/75-95 feet (well depth)/39-76 feet (to H2O). Monitoring wells at the Spray Field are tested quarterly, monitoring wells at the Bio-Solid Site (Branford Road) are tested monthly.

PARAMETERS

Water Level Relative to NGVD Nitrite plus Nitrate, Total (as N)

Nitrogen, Total (as N) Solids, Total Dissolved (TDS)

Chloride (as Cl) Arsenic, Total Recoverable

Lead, Total Recoverable Turbidity

Coliform, Fecal pH

Phosphate, Ortho (as PO₄) Sulfate, Total

B. WETLANDS QUARTERLY SAMPLES AT 12 SAMPLING LOCATIONS

PARAMETERS

Ammonia

Total Kjeldahl Nitrogen

Total Phosphorus

Nitrate

Nitrate + Nitrite

Nitrite

3.10. ITEM III: SCHEDULE OF TEST-WASTEWATER TREATMENT PLANT (EPA PERMIT)

A. PLANT/ EFFLUENT BY-PASS EVENTS:

1. Plant personnel will take a daily grab sample when unpermitted discharges are made other than to the permitted discharge site.

Provide unit pricing for each sample to be analyzed for the following parameters:

- a. Biochemical Oxygen Demand (cBOD) (5 days) reported as concentrations in mg/l
- b. TSS reported as concentrations in mg/l
- c. pH, reported in standard units
- d. Fecal Coliform from three locations, Upstream, Point of Spill Entry and Downstream NOTE: Influent and Raw Sewage spills must be diluted per FDEP and EPA requirements and cannot be reported as TNTC, there must be a numerical value.)

B. DIGESTED SLUDGE:

1. Sample and analyze the sludge for the 125 priority pollutants listed in 40 CFR 122, Appendix D, Tables II and III. Qualitative data for 2, 3, 7 and 8 tetrachlorodibenzo-o-dioxin, (TCDD) if reason to believe that it may be present. Sample and analysis will be in the second calendar quarter. Please see attached Pretreatment DMR.
2. Sample and perform a Toxicity Characteristic Leaching Procedure test (TCLP) in accordance with 40 CFR 261, as published on March 29, 1990, volume 55, number 61 federal register (or latest revision).
3. Sample and analyze the sludge utilizing a bench-scale test, in accordance with EPA Vector Attraction Reduction Option 2.

4. Sample and analyze the sludge before dewatering for total solids.

C. REAGENT WATER:

1. Contract lab will annually furnish containers and sample reagent water per DOH Lab Certification Chapter DEP FAC 62-160.

D. BACKGROUND SURFACE WATER:

1. Contract lab will quarterly furnish containers and analysis for sampling surface water for total nitrogen. (7 containers).

3.11. ITEM IV: SCHEDULE OF WASTEWATER TREATMENT PLANT, INDUSTRIAL WASTE PRE-TREATMENT PROGRAM (IWPP PERMIT)

A. INDUSTRIAL CUSTOMERS:

1. Sample and analysis the customer effluent as listed in 40 CFR 401.16 for the following:

- a. CBOD
- b. TSS
- c. pH
- d. Oil
- e. Grease

2. Sample and analyses for priority pollutants in accordance with 40 CFR 122 (d)

3. Sample and analysis will be in the third calendar quarter.

3.12. ITEM V: SCHEDULE OF TEST-KICKLIGHTER RECLAMATION FACILITY (DEP PERMIT)

A. DIGESTED SLUDGE:

1. Digested Sludge from the Kicklighter Reclamation Facility is to be sampled and composited by plant personnel in accordance with FAC 62-640.650(3) (a) (1). Contracted lab will collect a sub-sample and analyze for items listed in FAC 62-640.650(3) (a) 3. and Code of Federal Regulations (40 CFR) 503.8 and the POTW Sludge Sampling and Analysis Guidance Document (In the cases where disagreements exists between 40 CFR 503.8 and the POTW Sludge Sampling and Analysis Guidance Document, the requirements in 40 CFR 503.8 will apply) quarterly in January, April, July, and October.

2. Analyze sludge before dewatering for % solids.

Sludge Analysis

Parameters Units

MPN (7samples) MPN/g

Nitrogen, Sludge, Tot, Dry Wt (as N) %

Phosphorus, Sludge, Tot, Dry Wt (as P) %

Potassium, Sludge, Tot, Dry Wt (as K) %

Solids, Total, Sludge, Liquid %

PH s.u.

Calcium Carbonate Equivalent %

*Arsenic Mg/kg

*Cadmium Mg/kg

*Copper (as CU) Mg/kg

*Lead Mg/kg

*Mercury Mg/kg

*Molybdenum Mg/kg

*Nickel g/kg

*Selenium Mg/kg

*All Dry weight Sludge/Performed Quarterly

B. PLANT INFLUENT, EFFLUENT AND (PAR) PUBLIC ACCESS REUSE:

1. Annual testing will occur at the same time as the third quarter monitoring well testing for the Kicklighter Reclamation Facility - Treated effluent will be sampled and analyzed for:

- a. Primary Inorganics as listed in FAC 62-550.310 (1) (a) Table 1
- b. Secondary drinking water standards as listed in FAC 62-550.320 Table 6
- c. EPA method 624 and 625 Analytes
- d. Specific Conductance (mhos)
- e. Total Kjeldahl Nitrogen (TKN)
- f. Total Phosphorous. (TP)
- g. Total Organic Carbon (TOC)

2. Weekly – The facility shall take a 16 hour composite sample of the Influent at the monitoring location site INF1 AND final treated effluent at monitoring location site number EFA-1 for Carbonaceous Biochemical Oxygen Demand (cBOD), Total Suspended Solids (TSS) and the facility shall take a grab sample of the final treated effluent at monitoring location site number EFA-1 Fecal coliform – Kicklighter

3.13. ITEM VI: Price Creek Water Treatment Plant and All Bacteriological Testing for Plant and Distribution

Sample and analysis as needed for the following:

- A. Inorganic Compounds
- B. Total Trihalomethanes,
- C. Haloacetic Acids (five)
- D. Volatile Organic Compounds
- E. Synthetic Organic Compounds (including PDB's/pesticides)
- F. Secondary Standards
- G. Total Coliform / E.coli
- H. Radio Nuclide
- I. Lead and Copper
- J. Nitrite Nitrate
- K. Asbestos

4. TERMS AND CONDITIONS

4.1. Licenses/Qualifications

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

4.2. Insurance

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

4.3. Indemnity

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

4.4. Liquidated Damages

In the event the bidder is awarded the contract and fails to complete the work within the time limit or extended time limit agreed upon, liquidated damages will be paid to the City of Lake City at the sum of \$300 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 Fifteen (15) 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

ITEM I: WASTEWATER TREATMENT PLANT (DEP PERMIT)

A. DIGESTED SLUDGE

Line Item	A. DIGESTED SLUDGE	Estimated Samples	Unit of Measure	Price per sample test	Total
1	Complete set	4	ea.		
2	% Solids before dewatering	4	ea.		
TOTAL					

ITEM I: WASTEWATER TREATMENT PLANT (DEP PERMIT)

B. PLANT IFFLUENT/ EFFLUENT:

Line Item	B. PLANT IFFLUENT/ EFFLUENT:	Estimated Samples	Unit of Measure	Price per sample	Total
1	Annual Treated Effluent Analysis (Industrial Pretreatment)	1	ea.		
2a	Weekly Analysis (St. Margarets EFA-1) CBOD'S	52	ea.		
2b	Weekly Analysis (St. Margarets EFA-1) TSS	52	ea.		
2c	Weekly Analysis (St. Margarets EFA-1) FECAL	52	ea.		
3	Semi-Annual (Service Zone EFA-1) NITRTE	1	ea.		
4a	Bi-Weekly Analysis (Sites INF-1 & EFA-1) CBOD'S	26	ea.		
4b	Bi-Weekly Analysis (Sites INF-1 & EFA-1) TSS	26	ea.		
4c	Bi-Weekly Analysis (Sites INF-1 & EFA-1) FECAL	26	ea.		
5a	Public Access Reuse (PAR) Analysis CBOD	365	ea.		
5b	Public Access Reuse (PAR) Analysis TSS	365	ea.		
5c	Public Access Reuse (PAR) Analysis FECAL	365	ea.		
6	Monthly Nitrogen Series and phosphorous	12	ea.		
7	Weekly Nitrate plus Nitrite Total Nitrogen and Phosphorous	52	ea.		
8	Quarterly IPP	4	ea.		
TOTAL					

ITEM I: WASTEWATER TREATMENT PLANT (DEP PERMIT)

C. ANNUAL IPP ANALYSIS:

Line Item	C. ANNUAL IPP ANALYSIS:	Estimated Samples	Unit of Measure	Price per sample	Total
1	Influent/Effluent/sludge	3	ea.		
TOTAL					

ITEM II: SCHEDULE OF TEST-EFFLUENT SPRAYFIELD (DEP PERMIT)

A. GROUND WATER MONITORING WELLS AND RESEVOIR –EFFLUENT QUARTERLY & MONTHLY ANALYSIS

Line Item	A. GROUND WATER MONITORING WELLS AND RESEVOIR –EFFLUENT QUARTERL	Estimated Samples	Unit of Measure	Price per sample	Total
1	Quarterly (Sprayfield)	40	ea.		
2	Monthly (Bio-Solid Site)	72	ea.		
TOTAL					

ITEM III: WASTEWATER TREATMENT PLANT (EPA PERMIT)

A. EFFLUENT BY-PASS:

Line Item	A. EFFLUENT BY-PASS:	Estimated Samples	Unit of Measure	Price per sample	Total
1	Complete Set	9	ea.		
TOTAL					

ITEM III: WASTEWATER TREATMENT PLANT (EPA PERMIT)

B. DIGESTED SLUDGE

Line Item	B. DIGESTED SLUDGE	Estimated Samples	Unit of Measure	Price per sample test	Total
1	125 Priority Pollutants	1	ea.		
2	Toxicity Characteristic	1	ea.		
3	Bench Scale Test	12	ea.		
4	Total Solids	12	ea.		
TOTAL					

ITEM III: WASTEWATER TREATMENT PLANT (EPA PERMIT)

C. REAGENT WATER

Line Item	C. REAGENT WATER	Estimated Samples	Unit of Measure	Price per sample	Total
1	Annual Analysis	1	ea.		
TOTAL					

ITEM III: WASTEWATER TREATMENT PLANT (EPA PERMIT)

D. BACKGROUND SURFACE WATER

Line Item	D. BACKGROUND SURFACE WATER	Estimated Samples	Unit of Measure	Price per sample	Total
1	Analysis (quarterly)	4	ea.		
TOTAL					

ITEM IV: WASTEWATER TREATMENT PLANT (IWPP PERMIT)

A. INDUSTRIAL CUSTOMER

Line Item	A. INDUSTRIAL CUSTOMER	Estimated Samples	Unit of Measure	Price per sample	Total
1	Effluent	2	ea.		
2	Pollutants	2	ea.		
TOTAL					

ITEM V: KICKLIGHTER RECLAMATION FACILITY (DEP PERMIT)

A. DIGESTED SLUDGE:

Line Item	A. DIGESTED SLUDGE:	Estimated Samples	Unit of Measure	Price per sample test	Total
1	Complete set	4	ea.		
2	% Solids before dewatering	4	ea.		
TOTAL					

ITEM V: KICKLIGHTER RECLAMATION FACILITY (DEP PERMIT)

B. PLANT IFFLUENT/ EFFLUENT:

Line Item	B. PLANT IFFLUENT/ EFFLUENT:	Estimated Samples	Unit of Measure	Price per sample	Total
1	Annual Treated Effluent Analysis (Industrial Pretreatment)	1	ea.		
2a	Weekly Analysis (Kicklighter Facility EFA-1) CBOD'S	52	ea.		
2b	Weekly Analysis (Kicklighter Facility EFA-1) TSS	52	ea.		
2c	Weekly Analysis (Kicklighter Facility EFA-1) FECAL	52	ea.		
TOTAL					

ITEM VI: PRICE CREEK WATER TREATMENT PLANT AND ALL BACTERIOLOGICAL TESTING FOR PLANT AND DISTRIBUTION

ALL BACTERIOLOGICAL TESTING FOR PLANT AND DISTRIBUTION

Line Item	ALL BACTERIOLOGICAL TESTING FOR PLANT AND DISTRIBUTION	Estimated Samples	Unit of Measure	Price per sample	Total
1	Complete set	52	ea.		
TOTAL					

6. VENDOR QUESTIONNAIRE

6.1. References*

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

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

Company Name: _____

Address: _____

Business Phone #: _____

Contact Person: _____

Email: _____

Length of time services provided: _____

*Response required

6.2. Title and Organization*

Please provide your title and organization's name.

*Response required

6.3. Local Office*

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

*Response required

6.4. Principal Office*

Please provide the city and state for your Principal Office.

*Response required

6.5. Conflict of Interest Statement*

- A. The above named entity is submitting a Bid for the City of Lake City ITB-027-2021 described as WATER QUALITY SAMPLING & LAB TESTING – ANNUAL CONTRACT.
- B. The Affiant has made diligent inquiry and provides the information contained in the Affidavit based upon his/her own knowledge.

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

Please confirm

*Response required

6.6. [Disputes Disclosure Form*](#)

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

Select all that apply

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

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

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

None

*Response required

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

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

*Response required

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

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

Please confirm

*Response required

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

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

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

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

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

Please confirm

*Response required

6.10. Non-Collusion Affidavit*

- A. By submitting a response to this solicitation, the Bidder Acknowledges that he/she is authorized to submit the attached response on behalf of their organization for:
ITB-027-2021, WATER QUALITY SAMPLING & LAB TESTING – ANNUAL CONTRACT;
- B. He/She is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;
- C. Such Proposal is genuine and is not a collusive or sham proposal;
- D. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, connived, or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Proposal in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached proposal or any other Bidder, or to fix any overhead, profit or cost element of the proposal price or the proposal price of any other Bidder, or to secure through any collusion, connivance, or unlawful agreement any advantage against the City of Lake City, Florida or any person interested in the proposed Contract; and;
- E. The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Please confirm

*Response required

6.11. E-Verify Affirmation Statement*

ITB-027-2021-WATER QUALITY SAMPLING & LAB TESTING – ANNUAL CONTRACT

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

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

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

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

Please confirm

*Response required

6.12. 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-027-2021.
- 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

EVALUATION TABULATION

ITB No. ITB-027-2021

WATER QUALITY SAMPLING & LAB TESTING – ANNUAL CONTRACT

RESPONSE DEADLINE: October 18, 2021 at 2:00 pm

Report Generated: Wednesday, October 27, 2021

SELECTED VENDOR TOTALS

Vendor	Total
Advanced Environmental Laboratories, Inc.	\$112,753.00

ITEM I: WASTEWATER TREATMENT PLANT (DEP PERMIT)

A. DIGESTED SLUDGE

					Advanced Environmental Laboratories, Inc.	
Selected	Line Item	A. DIGESTED SLUDGE	Estimated Samples	Unit of Measure	Price per sample test	Total
X	1	Complete set	4	ea.	\$397.00	\$1,588.00
X	2	% Solids before dewatering	4	ea.	\$10.00	\$40.00
Total						\$1,628.00

ITEM I: WASTEWATER TREATMENT PLANT (DEP PERMIT)

B. PLANT IFFLUENT/ EFFLUENT:

					Advanced Environmental Laboratories, Inc.	

EVALUATION TABULATION

ITB No. ITB-027-2021

WATER QUALITY SAMPLING & LAB TESTING – ANNUAL CONTRACT

Selected	Line Item	B. PLANT EFFLUENT/ EFFLUENT:	Estimated Samples	Unit of Measure	Price per sample	Total
X	1	Annual Treated Effluent Analysis (Industrial Pretreatment)	1	ea.	\$525.00	\$525.00
X	2a	Weekly Analysis (St. Margarets EFA-1) CBOD'S	52	ea.	\$16.00	\$832.00
X	2b	Weekly Analysis (St. Margarets EFA-1) TSS	52	ea.	\$10.00	\$520.00
X	2c	Weekly Analysis (St. Margarets EFA-1) FECAL	52	ea.	\$12.00	\$624.00
X	3	Semi-Annual (Service Zone EFA-1) NITRTE	1	ea.	\$12.00	\$12.00
X	4a	Bi-Weekly Analysis (Sites INF-1 & EFA-1) CBOD'S	26	ea.	\$16.00	\$416.00
X	4b	Bi-Weekly Analysis (Sites INF-1 & EFA-1) TSS	26	ea.	\$10.00	\$260.00
X	4c	Bi-Weekly Analysis (Sites INF-1 & EFA-1) FECAL	26	ea.	\$12.00	\$312.00
X	5a	Public Access Reuse (PAR) Analysis CBOD	365	ea.	\$16.00	\$5,840.00
X	5b	Public Access Reuse (PAR) Analysis TSS	365	ea.	\$10.00	\$3,650.00
X	5c	Public Access Reuse (PAR) Analysis FECAL	365	ea.	\$12.00	\$4,380.00
X	6	Monthly Nitrogen Series and phosphorous	12	ea.	\$56.00	\$672.00
X	7	Weekly Nitrate plus Nitrite Total Nitrogen and Phosphorous	52	ea.	\$46.00	\$2,392.00
X	8	Quarterly IPP	4	ea.	\$135.00	\$540.00
Total						\$20,975.00

ITEM I: WASTEWATER TREATMENT PLANT (DEP PERMIT)

C. ANNUAL IPP ANALYSIS:

					Advanced Environmental Laboratories, Inc.	
Selected	Line Item	C. ANNUAL IPP ANALYSIS:	Estimated Samples	Unit of Measure	Price per sample	Total

EVALUATION TABULATION

Invitation to Bid - WATER QUALITY SAMPLING & LAB TESTING – ANNUAL CONTRACT

EVALUATION TABULATION
 ITB No. ITB-027-2021
 WATER QUALITY SAMPLING & LAB TESTING – ANNUAL CONTRACT

X	1	Influent/Effluent/sludge	3	ea.	\$676.00	\$2,028.00
Total						\$2,028.00

ITEM II: SCHEDULE OF TEST-EFFLUENT SPRAYFIELD (DEP PERMIT)

A. GROUND WATER MONITORING WELLS AND RESEVOIR –EFFLUENT QUARTERLY & MONTHLY ANALYSIS

					Advanced Environmental Laboratories, Inc.	
Selected	Line Item	A. GROUND WATER MONITORING WELLS AND RESEVOIR –EFFLUENT QUARTERL	Estimated Samples	Unit of Measure	Price per sample	Total
X	1	Quarterly (Sprayfield)	40	ea.	\$158.00	\$6,320.00
X	2	Monthly (Bio-Solid Site)	72	ea.	\$189.00	\$13,608.00
Total						\$19,928.00

ITEM III: WASTEWATER TREATMENT PLANT (EPA PERMIT) A. EFFLUENT BY-PASS:

					Advanced Environmental Laboratories, Inc.	
Selected	Line Item	A. EFFLUENT BY-PASS:	Estimated Samples	Unit of Measure	Price per sample	Total
X	1	Complete Set	9	ea.	\$43.00	\$387.00
Total						\$387.00

ITEM III: WASTEWATER TREATMENT PLANT (EPA PERMIT) B. DIGESTED SLUDGE

					Advanced Environmental Laboratories, Inc.	
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EVALUATION TABULATION
 ITB No. ITB-027-2021
 WATER QUALITY SAMPLING & LAB TESTING – ANNUAL CONTRACT

Selected	Line Item	B. DIGESTED SLUDGE	Estimated Samples	Unit of Measure	Price per sample test	Total
X	1	125 Priority Pollutants	1	ea.	\$545.00	\$545.00
X	2	Toxicity Characteristic	1	ea.	\$450.00	\$450.00
X	3	Bench Scale Test	12	ea.	\$90.00	\$1,080.00
X	4	Total Solids	12	ea.	\$10.00	\$120.00
Total						\$2,195.00

ITEM III: WASTEWATER TREATMENT PLANT (EPA PERMIT) C. REAGENT WATER

						Advanced Environmental Laboratories, Inc.
Selected	Line Item	C. REAGENT WATER	Estimated Samples	Unit of Measure	Price per sample	Total
X	1	Annual Analysis	1	ea.	\$48.00	\$48.00
Total						\$48.00

ITEM III: WASTEWATER TREATMENT PLANT (EPA PERMIT) D. BACKGROUND SURFACE WATER

						Advanced Environmental Laboratories, Inc.
Selected	Line Item	D. BACKGROUND SURFACE WATER	Estimated Samples	Unit of Measure	Price per sample	Total
X	1	Analysis (quarterly	4	ea.	\$32.00	\$128.00
Total						\$128.00

ITEM IV: WASTEWATER TREATMENT PLANT (IWPP PERMIT)

EVALUATION TABULATION
 ITB No. ITB-027-2021
 WATER QUALITY SAMPLING & LAB TESTING – ANNUAL CONTRACT

A. INDUSTRIAL CUSTOMER

					Advanced Environmental Laboratories, Inc.	
Selected	Line Item	A. INDUSTRIAL CUSTOMER	Estimated Samples	Unit of Measure	Price per sample	Total
X	1	Effluent	2	ea.	\$66.00	\$132.00
X	2	Pollutants	2	ea.	\$545.00	\$1,090.00
Total						\$1,222.00

ITEM V: KICKLIGHTER RECLAMATION FACILITY (DEP PERMIT)

A. DIGESTED SLUDGE:

					Advanced Environmental Laboratories, Inc.	
Selected	Line Item	A. DIGESTED SLUDGE:	Estimated Samples	Unit of Measure	Price per sample test	Total
X	1	Complete set	4	ea.	\$397.00	\$1,588.00
X	2	% Solids before dewatering	4	ea.	\$10.00	\$40.00
Total						\$1,628.00

ITEM V: KICKLIGHTER RECLAMATION FACILITY (DEP PERMIT)

B. PLANT IFFLUENT/ EFFLUENT:

					Advanced Environmental Laboratories, Inc.	
Selected	Line Item	B. PLANT IFFLUENT/ EFFLUENT:	Estimated Samples	Unit of Measure	Price per sample	Total

EVALUATION TABULATION

ITB No. ITB-027-2021

WATER QUALITY SAMPLING & LAB TESTING – ANNUAL CONTRACT

X	1	Annual Treated Effluent Analysis (Industrial Pretreatment)	1	ea.	\$550.00	\$550.00
X	2a	Weekly Analysis (Kicklighter Facility EFA-1) CBOD'S	52	ea.	\$16.00	\$832.00
X	2b	Weekly Analysis (Kicklighter Facility EFA-1) TSS	52	ea.	\$10.00	\$520.00
X	2c	Weekly Analysis (Kicklighter Facility EFA-1) FECAL	52	ea.	\$12.00	\$624.00
Total						\$2,526.00

ITEM VI: PRICE CREEK WATER TREATMENT PLANT AND ALL BACTERIOLOGICAL TESTING FOR PLANT AND DISTRIBUTION

ALL BACTERIOLOGICAL TESTING FOR PLANT AND DISTRIBUTION

					Advanced Environmental Laboratories, Inc.	
Selected	Line Item	ALL BACTERIOLOGICAL TESTING FOR PLANT AND DISTRIBUTION	Estimated Samples	Unit of Measure	Price per sample	Total
X	1	Complete set	52	ea.	\$1,155.00	\$60,060.00
Total						\$60,060.00

VENDOR QUESTIONNAIRE PASS/FAIL

Question Title	Advanced Environmental Laboratories, Inc.
References	Pass
Title and Organization	Pass
Local Office	Pass
Principal Office	Pass
Conflict of Interest Statement	Pass
Disputes Disclosure Form	Pass
Disputes Disclosure Form - Explanation	Pass
Disputes Disclosure Form - Acknowledgement	Pass
Drug Free Workplace Certificate	Pass

EVALUATION TABULATION

ITB No. ITB-027-2021

WATER QUALITY SAMPLING & LAB TESTING – ANNUAL CONTRACT

Non-Collusion Affidavit	Pass
E-Verify Affirmation Statement	Pass
Bidder's Checklist	Pass
Clarifications and Exceptions	Pass
Sworn Statement Under Section 287.133(3)(n), Florida Statutes on Public Entity Crimes	Pass
Federal Identification No. (FEID)	Pass
Acknowledgments	Pass
Please indicate which statement applies.	Pass
Required Documents	Received
Describe Action Taken	N/A

File Attachments for Item:

17. City Council Resolution No. 2021-157 - A resolution of the City Council of the City of Lake City Florida, authorizing the execution of an addendum to the Gas Services Agreement with the Florida Gas Utility, a public body corporate and politic; providing for the participation in a natural gas pre-pay transaction; and providing for an effective date.

CITY COUNCIL RESOLUTION NO. 2021-157

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY FLORIDA, AUTHORIZING THE EXECUTION OF AN ADDENDUM TO THE GAS SERVICES AGREEMENT WITH THE FLORIDA GAS UTILITY, A PUBLIC BODY CORPORATE AND POLITIC; PROVIDING FOR THE PARTICIPATION IN A NATURAL GAS PRE-PAY TRANSACTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Florida Gas Utility (hereinafter the “FGU”) was formed by Interlocal Agreement on September 1, 1989, which was subsequently amended by the Amended Interlocal Agreement on June 1, 1992, and thereafter amended and restated by Amended and Restated Interlocal Agreement dates as of July 1, 1996, and thereafter amended and restated by Second Amended and Restated Interlocal Agreement dated as of July 27, 1999 (hereinafter the “Interlocal Agreement”); and

WHEREAS, in order to take advantage of perceived opportunities created by the restructuring of natural gas services, FGU was established between and among several public agencies for the purpose of achieving savings through joint services for its Members; and

WHEREAS, FGU will take or cause to be taken all steps necessary for the acquisition of, and will undertake such contractual arrangements necessary to secure, a suitable supply of Gas or a suitable pricing mechanism including Financial Products, or both, under one or more Gas Purchase Contracts or Financial Instruments; and

WHEREAS, the City and FGU entered into the All Requirements Gas Services Agreement dated October 1, 2016 (hereinafter the “Agreement”) and the

parties desire to amend said agreement to allow the City to participate in a gas pre-pay transaction initiated by the Municipal Gas Authority of Georgia (hereinafter “MGAG”); and

WHEREAS, the city administration has reviewed the terms and conditions of the *Directive Confirmation and Addendum*, attached hereto, and the documentation referred to therein; and

WHEREAS, the city administration recommends that the City Council execute the *Directive Confirmation and Addendum* to serve as an Addendum to the Agreement and to memorialize the City’s participation in the aforementioned gas pre-pay transaction; and

WHEREAS, the City Council finds that the execution of the *Directive Confirmation and Addendum* is in the best interests of the City.

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

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

Section 2. The Mayor is authorized to execute the *Directive Confirmation and Addendum* to serve as Addendum to the Agreement with FGU.

[The remainder of the page was left blank intentionally.]

Section 3. Effective Date. This resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED at a meeting of the City Council this ____ day of November 2021.

CITY OF LAKE CITY, FLORIDA

By: _____
Stephen M. Witt, Mayor

ATTEST:

APPROVED AS TO FORM AND LEGALITY:

By: _____
Audrey E. Sikes, City Clerk

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

MEETING DATE

CITY OF LAKE CITY

Report to Council

COUNCIL AGENDA	
SECTION	
ITEM NO.	

SUBJECT: Pre-Paid Natural Gas Agreement

DEPT / OFFICE: Natural Gas Department

Originator: Steve Brown		
City Manager Mike Williams, Interim City Manager	Department Director Steve Brown, Director of Natural Gas	Date 10/5/2021
Recommended Action: To enter into the agreement.		
Summary Explanation & Background: Florida Gas Utility is a non-profit joint action agency that brokers natural gas for multiple municipalities throughout the state. As a member, one of the advantages is the ability to take part in discounted natural gas supply agreements. Currently the City, participates in 3 prepaid deals and has the opportunity to take part in a fourth.		
Alternatives: Not to participate		
Source of Funds: 420.80.532.30-49		
Financial Impact: If approved we would be purchasing natural gas at a discounted rate.		
Exhibits Attached: Please see attached,.		



Discounted Natural Gas Supply

City of Lake City



Florida Gas Utility (FGU)

- Non-profit municipal joint action agency
- Providing natural gas services for over 30 years
 - Specializing in gas supply and capacity management
- 25 Municipal Members throughout Florida
 - The City of Lake City has been a member of FGU since 1991
- 5th largest shipper on Florida Gas Transmission pipeline system



Discounted Natural Gas Supply

- Discounted natural gas supply is achieved through a prepay transaction
 - Does NOT require prepayment by City
 - 30-year commitment
- The City of Lake City is currently participating in 3 prepay deals through FGU
- The MGAG/Citi Prepay Deal will be the 4th



Key Terms – Gas Authority Deal

- **Quantity**
 - Winter 228 dth/day
 - Summer 146 dth/day
- **Discount**
 - \$0.35/dth total discount
- **Term of Contract**
 - Will periodically reprice, with initial discount period of at least 5 years
- **Exit Clause**
 - Permanent cessation of the use of natural gas
 - Permanent reduction in the use of natural gas by the City of Lake City



Breakout of Contract Quantities

Existing Daily Contract Quantity (Dths/day)		
<u>Winter</u>	<u>Summer</u>	5-yr Historical Average Consumption
522	286	32%

Proposed Daily Contract Quantity (Dths/day)		
<u>Winter</u>	<u>Summer</u>	5-yr Historical Average Consumption
750	432	48%

Discount Savings

Existing Annual Prepay Savings	
Total Annual Prepay Supply (dth)	Total Annual Savings
140,026	\$45,918

Proposed Annual Prepay Savings	
Total Annual Prepay Supply (dth)	Total Annual Savings
205,698	\$65,620





Recommendation

Florida Gas Utility recommends that the City of Lake City authorize the execution of the Directive related to this opportunity





Directive, Authorization and Addendum

To: Thomas A. Geoffroy, General Manager & CEO
Florida Gas Utility

From: City of Lake City (referred to in this Directive as "Participant")

Subject: Firm Gas Supply Authorization Under Gas Services Agreement -
Citi Transaction

MAYOR - COUNCIL MEMBER
STEPHEN M. WITT

COUNCIL MEMBERS
CHRIS GREENE
JAKE HILL, JR.
EUGENE JEFFERSON
TODD SAMPSON

CITY MANAGER
JOSEPH HELFENBERGER

CITY CLERK
AUDREY E. SIKES

CITY ATTORNEY
FRED KOBERLEIN, JR.

This directive and authorization ("Directive") is given pursuant to the Gas Services Agreement between Florida Gas Utility ("FGU") and Participant, dated as of October 1, 2016 (the "Agreement") and will constitute an Addendum to the Agreement. The gas to be delivered under this Directive shall, except as otherwise provided herein, be supplied in accordance with Article III of the Agreement.

FGU has shared with Participant information concerning an opportunity to participate in a gas pre-pay transaction initiated by Municipal Gas Authority of Georgia ("MGAG"). Under the proposal, MGAG has offered initial discounted pricing of \$0.35/Dth off Inside FERC First of Month Index for the applicable geographic zone, for an approximate 30-year commitment to purchase firm quantities of gas, subject to a number of adjustments and variables, including future bond re-pricings after the first five to ten years, that will occur thereafter at approximate five-year intervals over the term (the "Variable Discount"). If the Variable Discount achieved during any re-pricing period is below \$0.23/Dth (the "Minimum Discount"), then the Participant has the option, but not the obligation, to exercise its right to terminate its participation in the remainder of the Transaction. MGAG also has the right to terminate the gas purchase agreement with FGU under certain circumstances. The detailed terms and conditions of the MGAG offer are contained in gas purchase documentation that FGU has previously delivered to Participant (the "Citi Transaction Documentation"). FGU is willing to enter into the Citi Transaction Documentation on behalf of and as agent for Participant, upon Participant's execution of this Directive, and upon receipt of other Directives from other FGU Members wishing to participate in MGAG's offer. This Directive will not become effective until FGU executes and enters into the Citi Transaction Documentation.

Participant hereby requests and authorizes FGU to secure firm gas supply on behalf of and as agent for Participant in the following quantities, under the terms and conditions of the Citi Transaction Documentation and the Agreement (the "Transaction"):

Term: For a term of up to 30 years starting no earlier than April 1, 2022, subject to MGAG's termination rights under the Citi Transaction Documentation and

resulting in early termination costs, or any other costs, incurred by FGU on Participant's behalf because of this Transaction, shall be the responsibility of Participant in accordance with the terms of the Agreement.

This Directive is given as an Addendum to the Agreement for the purchase of a specific supply of gas and shall constitute a contractual obligation of Participant. In the event of a conflict between the terms of the Citi Transaction Documentation, as implemented by this Directive, and the terms of the Agreement, the terms of this Directive and the Citi Transaction Documentation shall control.

THIS DIRECTIVE SUPERCEDES ALL PRIOR AND CONTEMPORANEOUS DIRECTIVES REGARDING THE MUNICIPAL GAS AUTHORITY OF GEORGIA'S CITI PREPAID ENERGY LLC (CITI) TRANSACTION AND CONSTITUTES THE SOLE, PREVAILING DIRECTIVE WITH REGARD TO THE SUBJECT MATTER ADDRESSED HEREIN.

Authorized Signature

Print Name

Date

File Attachments for Item:

18. City Council Resolution No. 2021-158 - A resolution of the City Council of the City of Lake City, Florida authorizing the execution of Task Assignment Number Nineteen to the Continuing Contract with North Florida Professional Services, Inc., a Florida Corporation; providing for engineering services related to the resurfacing of Patterson Street from United States Highway 90 to State Road 100A; providing for the payment for the professional services at a not to exceed cost of \$59,406.00; and providing an effective date.

CITY COUNCIL RESOLUTION NO. 2021-158

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA AUTHORIZING THE EXECUTION OF TASK ASSIGNMENT NUMBER NINETEEN TO THE CONTINUING CONTRACT WITH NORTH FLORIDA PROFESSIONAL SERVICES, INC., A FLORIDA CORPORATION; PROVIDING FOR ENGINEERING SERVICES RELATED TO THE RESURFACING OF PATTERSON STREET FROM UNITED STATES HIGHWAY 90 TO STATE ROAD 100A; PROVIDING FOR THE PAYMENT FOR THE PROFESSIONAL SERVICES AT A NOT TO EXCEED COST OF \$59,406.00; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Lake City, Florida (hereinafter the “City”) entered into a Continuing Contract for Professional Services with North Florida Professional Services, Inc. (hereinafter “NFPS”), as authorized by City Council Resolution No. 2016-075 with respect to certain studies, planning, design, and constructions of improvements to the City water system, wastewater system, reuse water, stormwater systems, gas system, Lake City Gateway Airport (hereinafter the “Airport”), City recreational facilities, City Hall, City safety facilities and streets (herein collectively the “City Projects”); and

WHEREAS, the Continuing Contract provides that NFPS shall perform services for the City only when requested and authorized in writing by the City and that each request for services shall be for a specific project with the scope of the work to be performed and compensation to be paid defined by and embodied in a separate Task Assignment; and

WHEREAS, the City desires to enter into Task Assignment Number Nineteen to its Continuing Contract with NFPS for engineering services related to the resurfacing of Patterson Street from US 90 to SR 100A, pursuant to the terms and conditions of Task Assignment Nineteen, a copy of which is attached hereto as “Exhibit A” and made a part of this resolution (“Task Assignment Number Nineteen”), and the Continuing Contract.

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

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

Section 2. The City is hereby authorized to enter into Task Assignment Number Nineteen with NFPS for the additional services.

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

PASSED AND ADOPTED at a meeting of the City Council on this ____ day of November 2021.

CITY OF LAKE CITY, FLORIDA

By: _____
Stephen M. Witt, Mayor

ATTEST:

APPROVED AS TO FORM AND LEGALITY:

By: _____
Audrey E. Sikes, City Clerk

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

**TASK ASSIGNMENT NUMBER NINETEEN TO THE CONTINUING CONTRACT
BETWEEN THE CITY OF LAKE CITY, FLORIDA, AND NORTH FLORIDA
PROFESSIONAL SERVICES, INC., A FLORIDA CORPORATION FOR
ENGINEERING SERVICES RELATED TO THE RESURFACING OF
PATTERSON STREET**

THIS TASK ASSIGNMENT NUMBER NINETEEN is made and entered into this ____ day of November 2021, by and between the CITY OF LAKE CITY, FLORIDA, a municipal corporation, located at 205 North Marion Avenue, Lake City, Florida 32055, and whose mailing address is 205 North Marion Avenue, Lake City, Florida 32055 (herein referred to as "City") and NORTH FLORIDA PROFESSIONAL SERVICES, INC., a Florida corporation (herein referred to as "Consultant").

RECITALS

A. City and Consultant have heretofore entered into a Continuing Contract for professional consulting services as authorized by City Resolution No. 2016-075 (the "Continuing Contract").

B. The Continuing Contract provides that Consultant shall perform services to the City only when requested to and authorized in writing by City and that each request for services shall be for a specific project, with the scope of the work to be performed by and compensation to be paid to Consultant for each separate project and be defined by and embodied in a separate Task Assignment.

C. The City is in need of professional engineering services related to the resurfacing of Patterson Street from US 90 to SR 100A; and the City desires to enter into this Task Assignment Number Nineteen with Consultant for such services pursuant to the terms and conditions contained herein.

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

1. **RECITALS**: The above recitals are all true and accurate and are incorporated herein and made a part of this Task Assignment Number Nineteen.
2. **PROJECT**: The City hereby engages Consultant and Consultant

agrees to furnish to City the services and work as set forth in “Exhibit A” titled *Task Order for Engineering Services for Patterson Street resurfacing*, a copy of which is attached hereto and made a part of this Task Assignment Number Nineteen.

3. **COMPENSATION TO CONSULTANT:** City shall pay Consultant for its services a not-to-exceed fee of \$59,406.00, in addition to any applicable permit application fees. Consultant shall invoice the City in accordance with the terms and conditions included in the Continuing Contract and in no event more than once per calendar month and said fees shall equal a percentage of the completed work. Should a conflict in the terms and conditions arise the Continuing Contract shall be controlling.

4. **PROVISIONS OF CONTINUING CONTRACT:** The terms, provisions, conditions, and requirements of the Continuing Contract are incorporated herein and made a part of this agreement. Should any term or condition of the documents referenced herein conflict with a term or condition of the Continuing Contract the term or condition of the Continuing Contract shall prevail and be binding.

5. **ATTORNEYS’ FEES AND COSTS.** In the event of a breach of the Continuing Contract or any provision of this Task Assignment by either party, the breaching party shall be liable for, and agrees to pay, all costs and expenses incurred in the enforcement of this Continuing Contract or this Task Assignment, including reasonable attorneys' fees and legal costs and fees incurred in seeking reasonable attorneys’ fees.

6. **ENTIRE AGREEMENT.** This Task Assignment Number Nineteen, the Continuing Contract, and “Exhibit A”, constitute the entire agreement between City and Consultant and supersedes all prior written or oral understandings with respect to the project. Should any of the provisions of this Task Assignment and the Continuing Contract conflict with the provisions of the attachments hereto, the provisions of this Task Assignment and the Continuing Contract shall control. This Task Assignment Number Nineteen may only be amended, supplemented, modified, or canceled by a duly executed

written instrument.

7. **PARTIES BOUND**. This Task Assignment Number Nineteen shall be binding upon and shall inure to the benefit of City and Consultant, their successors and assigns.

IN WITNESS WHEREOF, the parties hereto have made and executed this Task Assignment Number Nineteen as of the day and year first above written.

CITY OF LAKE CITY, FLORIDA

By: _____
Stephen M. Witt, Mayor

ATTEST:

APPROVED AS TO FORM AND
LEGALITY:

By: _____
Audrey E. Sikes, City Clerk

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

**NORTH FLORIDA PROFESSIONAL
SERVICES, INC.**

By: _____
Gregory G. Bailey, President



TASK ORDER FOR ENGINEERING SERVICES
for
PATTERSON STREET RESURFACING

This agreement made this ____ day of October 2021 by and between the City of Lake City, herein referred to as the CITY, and North Florida Professional Services, Inc., herein after referred to as the CONSULTANT:

Project

The CITY intends to resurface Patterson Street, from US 90 to SR 100A, herein after referred to as the PROJECT. The PROJECT is funded by the FDOT Small County grant program (MSCOP) and is otherwise known as FDOT Financial Project 443691-1.

Scope

The CONSULTANT intends to provide surveying, design analysis, plans preparation, permitting and project management for the PROJECT. A detailed description of the work tasks is attached.

Fee

CONSULTANT shall perform the professional engineering services for this PROJECT for a lump sum amount of fifty-nine thousand, four-hundred and six dollars (\$59,406.00). This fee shall be invoiced on a percentage completed basis, no more than once monthly.

Agreement

This Task Order constitutes a Project Agreement for the PROJECT. The CONSULTANT will perform the Scope of Services as described herein in exchange for the fees as described herein. This is in accordance with the Master Contract between the CITY and the CONSULTANT.

IN WITNESS THEREOF, the City of Lake City, Florida, through a vote of it's City Council, has caused this instrument to be executed on the day and year first shown above.

CITY COUNCIL
LAKE CITY, FLORIDA

ATTEST:

Chairman, City Council

Clerk

IN WITNESS WHEREOF, North Florida Professional Services, Inc., as CONSULTANT herein, has caused this Task Order to be executed in its name by its proper officers duly authorized to sign and execute instruments on its behalf on the day and year first shown above.

NORTH FLORIDA PROFESSIONAL SERVICES, INC.

BY: *James Pitman for*
Gregory G. Bailey, P.E.
President

DESIGN TASK DESCRIPTIONS

Survey

Horizontal Project Control – includes researching datum records and existing maps, collecting field data on existing monumentation and maintained limits, establishing horizontal control points that are referenced to state plane coordinates and establishing a baseline of survey.

Vertical Project Control – includes researching vertical datum records and benchmark information and establishing vertical control points that are referenced to NAVD datum.

Topography / DTM (3D) – includes the field survey work required to pick up existing topographical features and ground points. Also includes the file processing required to create proper topographic symbology and a digital terrain model of the existing ground surface.

Underground Utility locates – includes the analysis of existing information regarding existing utility facilities in the project area, coordination with locate services and field survey work to collect location information on designated lines and VVH holes.

R/W Data – includes researching existing maps and deeds, the field work to locate existing monumentation and fences and measurements to prepare parcel sketches.

Coordination – communication and action planning with owners, Design staff and stakeholders.

Survey Office Support and File Processing

Involves collecting existing data for horizontal control, vertical benchmarks and existing R/W documentation, Includes the processing of the raw data files into CADD-compliant topographic drawings and Quality control reviews of the data.

Geotechnical Analysis

Pavement Cores – collect several pavement cores throughout the project to get a good idea of the average existing pavement structure; asphalt and base.

Roadway Analysis

Typical Section analysis and selection – includes the review of the existing lane and shoulder widths, front slopes, traffic data and functional classification of the roadway. Analysis of this data and an understanding of the projected future use will result in the creation of a proposed Design Speed and typical section for the project.

DESIGN TASK DESCRIPTIONS

Pavement Design analysis and selection – includes the collection of traffic loading data (including projected traffic for the design service year) and modulus numbers for the subgrade soils. Using this information, a required structural number will be established and a pavement design will be prepared in accordance with the *FDOT Flexible Pavement Design Manual*.

Evaluation of Critical Design Elements – includes an analysis of the design speed, lane widths, shoulder widths, bridge widths, horizontal alignment, super-elevation, vertical alignment, grade, stopping sight distance, cross slope and clear recovery area. These design criteria for these elements will be established and met if feasible. When constraints prevent the criteria from being met, mitigation features will be utilized and exceptions prepared.

Preparation of Design Exceptions – where any of the 13 critical design elements cannot meet the established design criteria, design exception will be prepared and approved by the Engineer of Record and the local government's designated authority.

Evaluation of drainage – includes the evaluation of existing surface water flow patterns and the need for drainage structures. The existing drainage system will be evaluated for condition, capacity, and discharge flow paths. The system will be upgraded as needed, IF funding will allow.

Quantities / Cost Estimates – includes the calculation of quantities, the analysis of local market conditions in establishing realistic unit prices and an estimate of the total project construction cost. This estimate will be created at the concept stage and will be updated at Phase II plans and at final plans.

Field reviews – includes field reviews needed to collect information and to meet with utility representatives or local stakeholders.

Technical Meetings (County, FDOT, Reg. Agencies) – travel and time spent meeting with County staff, regulatory agencies, emergency responders and other stakeholders.

QA/QC – includes continuous quality control checks by front-line supervisors, internal peer review by our senior Engineers and constructability reviews by our senior CEI staff.

Coordination – communication and action planning with owners, Design staff and stakeholders. Includes coordination with FDOT and permit application for working US 90.

Roadway Plans Production

Key Sheet – preparation of the key sheet, in general conformance with the FDOT FDM.

DESIGN TASK DESCRIPTIONS

Typical Sections – preparation of typical sections, in general conformance with the FDOT FDM.

Typical Section details – preparation of any required typical section details, in general conformance with the FDOT FDM.

General Notes / Pay Item notes – preparation of the relevant notes and project specific pay instructions, in general conformance with the FDOT FDM.

Plan Sheets – preparation of the roadway plan sheets, in general conformance with the FDOT FDM.

Special details – preparation of any necessary special details that clarify instructions to the contractor.

Cross sections – preparation of roadway cross sections, in general conformance with the FDOT FDM.

Temporary traffic control plans – preparation of the temporary traffic control plan for maintenance of traffic during construction, in general conformance with the FDOT FDM.

Stormwater pollution prevention plans – preparation of a stormwater pollution prevention plan that follows the requirements of the Florida Erosion and Sediment Control Manual and in general conformance with the FDOT FDM.

QA/QC – includes continuous quality control checks by front-line supervisors, internal peer review by our senior Engineers and constructability reviews by our senior CEI staff.

Supervision – includes making assignments, directing daily activities, providing guidance to designers and office staff.

Utility Coordination

Identify Existing Utility Owners (UAOs) – includes calling in a Design Ticket to Sunshine 811 to establish utility owner contact information and to begin coordination of locating existing utilities.

Utility coordination / follow-up – includes discussion with utility owners regarding known conflicts and the resolution to those conflicts.

Supervision – includes making assignments, directing daily activities, providing guidance to designers and office staff.

Coordination – includes regular communication with UAO's and design staff to ensure that any known utility conflict is addressed.

DESIGN TASK DESCRIPTIONS

Environmental Permitting

Preliminary Project Research and Determination of Need – includes analysis of existing field conditions and the determination of the type of environmental permits that may be required. We anticipate that it will be limited to the coordination effort needed to secure concurrence on an exemption.

Coordination – includes regular communication with regulatory staff regarding permitting, during pre-application meetings and the various stages of permit review.

Signing and Pavement Marking Analysis

Sign inventory and analysis – includes a field analysis of the need for signs on the project, based on current standards and proposed geometrics.

Evaluation of Bike Lane Markings – includes an evaluation of the requirement for bike lanes and if we can accommodate this requirement in the constrained corridor.

Quantities / Cost estimates – includes the calculation of quantities, the analysis of local market conditions in establishing realistic unit prices and an estimate of the total project construction cost. This estimate will be created at the concept stage and will be updated at Phase II plans and at final plans.

Coordination – communication and action planning with owners, Design staff and stakeholders.

Signing and Pavement Marking Plans Production

Key sheet – preparation of the key sheet, in general conformance with the FDOT FDM.

Summary of Pay Items – preparation of the key sheet, in general conformance with the FDOT FDM.

General notes / Pay Item notes – preparation of the key sheet, in general conformance with the FDOT FDM.

Plan sheets – preparation of the key sheet, in general conformance with the FDOT FDM and select FDOT Design Standards.

Special details – preparation of the key sheet, in general conformance with the FDOT FDM and select FDOT Design Standards.

QA/QC – includes continuous quality control checks by front-line supervisors, internal peer review by our senior Engineers and constructability reviews by our senior CEI staff.

DESIGN TASK DESCRIPTIONS

Bidding

Bid package preparation

Prepare Notice to Contractors and Project Advertisement

Pre-bid conference – IF REQUIRED

Receive/answer bidders questions

Prepare and issue written addenda

Review bids received

Award recommendation

Post Design Services

Provide support to CEI staff – includes being responsive to contractors' questions and providing technical support during construction.

Prepare revisions as necessary – includes the preparation of any required plans revisions after the letting of the project.

Coordination - communication and action planning with owners, Design staff and stakeholders.

File Attachments for Item:

19. City Council Resolution No. 2021-159 - A resolution of the City Council of the City of Lake City, Florida, authorizing the execution of the Collective Bargaining Agreement with the Florida State Lodge Fraternal Order of Police, Inc.; and providing for an effective date.

CITY COUNCIL RESOLUTION NO. 2021-159

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AUTHORIZING THE EXECUTION OF THE COLLECTIVE BARGAINING AGREEMENT WITH THE FLORIDA STATE LODGE FRATERNAL ORDER OF POLICE, INC.; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Lake City, Florida (hereinafter the "City") and the Florida State Lodge Fraternal Order of Police, Inc. (hereinafter the "FOP") have engaged in negotiations towards an agreement concerning the City's Police Officers who are members of the Florida State Lodge Fraternal Order of Police, Inc.; and

WHEREAS, the City's administration and FOP have negotiated an agreement (hereinafter the "Agreement"), a copy of which is attached hereto as "Exhibit A", and by this reference is incorporated herein and made a part of this resolution; and

WHEREAS, the City Council finds that the ratification of the Agreement is in the best interests of the City.

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

Section 1. The above recitals are adopted and hereby incorporated by reference.

Section 2. The Mayor is authorized and directed to execute and deliver the Agreement in the name and on behalf of the City.

[The remainder of the page was left blank intentionally.]

Section 3. Effective date. This resolution shall take effect immediately.

PASSED AND ADOPTED by the City Council on the ____ day of November 2021.

CITY OF LAKE CITY, FLORIDA

By: _____
Stephen M. Witt, Mayor

ATTEST:

APPROVED AS TO FORM AND
LEGALITY:

By: _____
Audrey E. Sikes, City Clerk

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

AGREEMENT

between the

CITY OF LAKE CITY

and the

**THE FLORIDA STATE LODGE
FRATERNAL ORDER OF POLICE, INC.**

October 1, 2021 through September 30, 2024

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AGREEMENT

THIS AGREEMENT, effective [date of ratification], between the **CITY OF LAKE CITY** (the “City” or the “Employer”) and the **FLORIDA STATE LODGE FRATERNAL ORDER OF POLICE, INC.**, (the “FOP” or the “Union”) and their successors and assigns provides as follows:

PREAMBLE

WHEREAS, it is the intention of the parties to this Agreement to set forth the entire agreement of the parties with respect to matters within the scope of negotiations; **NOW, THEREFORE**, in consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

ARTICLE 1

RECOGNITION

1.1 The City recognizes the Florida State Lodge Fraternal Order of Police, Inc., as the exclusive representative for the purposes of collective bargaining with respect to wages, hours, and terms and conditions of employment for all employees in the bargaining unit.

1.2 The bargaining unit for which this recognition is accorded is as defined in the Certification issued by the Florida Public Employees Relations Commission on March 17, 2014 (Certification No. 1834) and includes all law enforcement employees of the City of Lake City in the following sworn classifications: police officer, police investigator and police sergeant and specifically excludes police chief, police captain, police lieutenant, and all other employees of the City of Lake City.

ARTICLE 2

NO STRIKE

2.1 “Strike” means the concerted failure of employees to report for duty; the concerted absence of employees from their positions; the concerted stoppage of work by employees; the concerted submission of resignations by employees; the concerted abstinence in whole or in part by any group of employees from the full and faithful performance of the duties of employment with a public employer for the purpose of inducing, influencing, condoning, or coercing a change in the terms and conditions of employment or the rights, privileges, or obligations of public employment, or participating in a deliberate and concerted course of conduct which adversely affects the services of the public employer; the concerted failure of employees to report for work after the expiration of a collective bargaining agreement; and picketing in furtherance of a work stoppage. The term “strike” shall also mean any overt preparation including but not limited to the establishment of strike funds with regard to the above-listed activities.

2.2 Neither the Union, nor any of its officers or agents, nor members covered by this Agreement, nor any other employees covered by this Agreement, will instigate, promote, sponsor, or engage in, or condone any strike, sympathy strike, slowdown, concerted stoppage of work, unlawful picketing, or any other interruption of the operations of the City, regardless of the reason for so doing.

2.3 Each employee who holds a position with the Union occupies a position of special trust and responsibility in maintaining and bringing about compliance with this Article and the strike prohibition in F.S. Section 447.505 and the Constitution of the State of Florida, Article I, Section 6. Accordingly, the Union, its officers, stewards, and FOP representatives agree that it is their continuing obligation and responsibility to maintain compliance with this Article and the law, including their responsibility to abide by the provisions of this Article and the law by remaining at work during any interruption which may be initiated by others; and their responsibility, in event of breach of this Article or the law by other employees, and upon the request of the City; to encourage and direct employees violating this Article or the law to return to work, and to disavow the strike publicly.

2.4 Any or all employees who violate any provisions of the law prohibiting strikes or of this Article may be dismissed or otherwise disciplined by the City, and any such action by the City shall not be grievable or arbitrable under the provisions of Article 5 – Grievance Procedure.

ARTICLE 3

NO DISCRIMINATION

3.1 The City agrees to continue its policy of not discriminating against any employee for any reason prohibited by applicable state and federal law. Any claim of discrimination by an employee against the City, its officials or representatives, may be grieved under the provisions of Article 5 – Grievance Procedure, or the grievance procedure contained in City Personnel Rules and Regulations and is required to be brought to the attention of management as soon as the discrimination is discovered.

3.2 The FOP shall not interfere with the right of employees covered by this Agreement to become or refrain from becoming members of the FOP, and the FOP shall not discriminate against any such employees because of membership or non-membership in any employee organization.

3.3 The FOP and the City agree to support the principles of equal opportunity and promotion as prescribed by applicable state statutes and federal codes. The parties agree that intimidating, hostile or offensive language or conduct, based on a person's race, sex, sexual orientation, age, disability, religion, marital status or national origin is unacceptable in the workplace.

ARTICLE 4

CONSULTATION

4.1 The Chief of the Police Department and/or his/her designated representatives (up to a total of three (3)) shall meet and consult on an as needed basis but at least once per quarter with three (3) representatives designated by the FOP on City law enforcement activities, on any matters which are not covered by this Agreement, and on questions relating to the implementation of this Agreement.

4.2 Each party shall submit an agenda to the other party at least seven (7) calendar days prior to each meeting date, and only agenda items will be discussed at the meeting; except with the mutual agreement of the parties, other items not on the agenda may be discussed.

4.3 It is understood that these meetings shall not be used for negotiation purposes.

4.4 Members of the bargaining unit who serve as FOP representatives shall be excused without loss of pay for consultation purposes. Attendance at the consultation meetings outside of regular working hours shall not be deemed time worked.

ARTICLE 5

EMPLOYEE COMPLAINT PROCEDURE

5.1 In a mutual effort to provide harmonious working relations between the parties to this Agreement, it is agreed and understood by both parties that there shall be a procedure for the resolution of grievances between the parties arising from any alleged violation of specific terms of this Agreement. For the purpose of this Agreement, a grievance is defined as a dispute, claim or complaint that any employee or group of employees may have as to the interpretation, application, and/or alleged violation of some express provision of this Agreement.

5.2 All grievances must be handled exclusively as set forth in this procedure. The FOP has no obligation to process any grievance of an employee who is not an FOP member, and to the extent permitted by law, access to the arbitration process hereunder is limited to the FOP, and no bargaining unit member may proceed to arbitration without the FOP's written authorization.

5.3 Nothing in this Agreement shall be construed to prevent employees from discussing any questions or complaints with their supervisor (sergeant or lieutenant) or the Chief of Police. Employees of the City are encouraged to bring any questions, complaints, or other concerns to their supervisors in accordance with the Department's "open door policy." Any employee's informal discussions with his or her supervisor, sergeant, lieutenant or the Chief of Police, or any other person, shall not delay or postpone the time limits for filing a formal grievance under this procedure.

5.4 If the aggrieved employee requests Union representation, the grievant will notify the City, and the grievant will be responsible for notifying the FOP of any meeting called for the resolution of such grievance.

5.5 Every effort will be made by the parties to settle all grievances as soon as possible. The time limits set forth shall be strictly complied with, and may be extended only by mutual agreement of the parties, in writing. The City is not required to consider, respond to, or act upon, any grievance that is not filed within the time set forth in this Employee Complaint Procedure. A grievance shall be considered settled at any point when the employee fails to file the necessary written notice to invoke the next step of the grievance procedure.

5.6 If the City fails to answer any grievance in the time provided, the grievance may be advanced to the next step by the FOP or the grievant.

5.7 To be subject to review at any level, a grievance must be in writing, and must be filed using this Employee Complaint Procedure and the Complaint Form set forth in Chapter 17 of the City's Personnel Manual and must contain the following information:

- (a) Aggrieved employee's name and signature.
- (b) Aggrieved employee's classification.
- (c) Date grievance was filed in writing.
- (d) Date and time action or conduct giving rise to the grievance occurred.
- (e) Where action or conduct giving rise to the grievance occurred.
- (f) Description of incident, action or conduct giving rise to the grievance, including identification of every person involved.

- (g) Article and section of the Agreement alleged to have been violated.
- (h) Desired remedy to resolve grievance.

5.8 Preparation of any grievance, and attendance at any meeting, hearing or arbitration shall be without pay to the grievant and any Union representative attending.

5.9 Grievances shall be processed as follows:

STEP 1 – SUPERVISOR LEVEL - Any employee having a complaint may, within seven (7) calendar days following any incident, discuss the situation informally with the immediate supervisor. If the matter is not resolved, the employee may submit to the supervisor a Complaint Form setting forth the information outlined in section 5.7 above. The form must be completed and submitted to the supervisor within fourteen (14) calendar days of the incident giving rise to the complaint. The supervisor shall meet with the employee and provide a written decision to the employee within seven (7) calendar days following receipt of the formal complaint form.

STEP 2 - DEPARTMENT DIRECTOR LEVEL - If the complaint cannot be resolved at the supervisor level, the employee may appeal the complaint to the Department Director. The Step 2 appeal must be initiated by the employee by signature on the complaint form within five (5) calendar days of the supervisor's decision. The supervisor will forward the original complaint form including their reply to the Department Director within five (5) calendar days following receipt of the employee's notice of Step 2 appeal. The Department Director shall meet with the employee and provide a written decision to the employee within seven (7) calendar days following receipt of the appeal. Oral and written reprimands may not be challenged beyond Step 2, except that the propriety of such discipline may be challenged in an arbitration challenging more severe discipline or discharge if the City claims that the oral or written reprimand or reprimands was or were considered in issuing the more severe discipline.

STEP 3 - CITY MANAGER LEVEL - If the complaint is not resolved by the Department Director, the employee may appeal the complaint to the City Manager. The Step 3 appeal must be initiated by the employee by signature on the complaint form within five (5) calendar days of the Department Director's decision. The Department Director will forward the original complaint form and their reply to the City Manager within five (5) calendar days following the employee's notice of Step 3 appeal. The City Manager may:

- a. Meet with the employee, if the employee desires to discuss the complaint.
- b. Consider the complaint based solely on the written content.

The City Manager shall communicate a written decision to the employee within ten (10) calendar days following a meeting with the employee, or reviewing the written complaint based on content, whichever is later. Such decision shall be the City's final decision on the grievance, subject to further appeal under section 5.10 below.

5.10 If a grievance, as defined in this Article, has not been satisfactorily resolved within the above Employee Complaint Procedure, the grievant may request arbitration in writing to the City Manager, or in the City Manager's absence, the City Manager's authorized representative, no later than seven (7) calendar days after the date of the response from the City Manager under this Employee Complaint Procedure.

5.11 Whenever the Union or grievant requests arbitration in accordance with the provisions of this Article, the parties shall first attempt to choose an arbitrator. If, after ten (10) calendar days after receipt of the request for arbitration, the parties are unsuccessful in selecting an arbitrator, the parties shall jointly request the Federal Mediation and Conciliation Service to submit a panel of seven (7) arbitrators. The arbitrators shall be selected from such panel by alternately striking names from the list (the grievant shall strike first), until the last name is reached.

5.12 The powers of the arbitrator shall be limited as follows:

- (a) The arbitrator shall not have the power to add to, subtract from, modify, or alter the terms of this Agreement;
- (b) The arbitrator shall have no authority to rule on jurisdictional disputes between groups of employees or Unions representing groups of employees;
- (c) The arbitrator shall have no power or authority to establish wage scales rates for new jobs, or, except if he is specifically empowered, to change any wage;
- (d) In the case of a grievance arising from a discipline, the arbitrator shall not have the authority to alter or amend the discipline, but may only determine whether the employee engaged in the misconduct alleged;
- (e) The arbitrator shall have only the power to rule on grievances arising under this Agreement as defined in section 5.1 above;
- (f) The arbitrator shall have no power to arbitrate any matter that arose before the effective date of this Agreement, or after the expiration of this Agreement;
- (g) The arbitrator shall promptly hear the matter and shall issue the decision within thirty (30) days from the close of the arbitration.

5.13 The decision of the arbitrator shall be final and binding on the City, the FOP, and all persons, provided, however, that the arbitrator's decision is not outside or beyond the scope of the arbitrator's jurisdiction or violates the Florida Arbitration Code.

5.14 Costs for the arbitrator and the hearing will be borne by the losing party. Transcripts will be paid for by the party requesting it. Each party will pay its own representatives and the costs for its own witnesses.

5.15 No more than one grievance shall be placed before an arbitrator at any one hearing unless the City and the FOP agree in writing to waive this provision.

5.16 The FOP, through its designated representative, may file grievances claiming violations of the recognition clause, the dues deduction clause, or any other claimed violation of contract rights which accrue solely to the Union as a labor organization and not to individual employees.

5.17 Any step of the grievance procedure may be waived upon mutual agreement between the grievant and the City.

5.18 Discipline of probationary employees, up to and including discharge, is not subject to the Employee Complaint Procedure. No employee, or other person or entity, may file a grievance concerning the discipline, including discharge, or other employment action, taken against any

probationary employee, and the City is not required to consider, respond to, or act upon any such grievance.

ARTICLE 6

HOURS OF WORK, OVERTIME AND ASSIGNMENT PAY

6.1 Workweek

The basic work period shall be a fourteen (14) calendar day work cycle of eighty four (84) hours, except for Criminal Investigative Division ("CID") employees, the accreditation and crime prevention officers and the internal affairs sergeant, who are assigned to a forty (40) hour workweek.

6.2 Overtime

All work in excess of the normal workweek which has been authorized by supervisory personnel shall be overtime and shall be compensated at time and one-half (1 ½) the employees regular rate of pay.

Overtime compensation shall commence after eighty four (84) hours in a fourteen (14) calendar day work period for employees assigned to patrol schedules. Overtime compensation shall commence after forty (40) hours in a seven (7) calendar day work period for employees assigned to non patrol schedules.

At the employees option, compensatory leave equal to one and one-half (1 ½) the number of overtime hours worked will be granted in lieu of payment; however, by law, the employee will be limited to having no more than 480 hours of compensatory leave hours.

6.3 Call-Back

(1) "Call-back" is defined as requiring an employee to return to his/her work station while on on-call status or for non-scheduled overtime assignments. Call-back shall not include a return to work for reasons attributable to the employee (i.e., completion/correction of reports, etc.).

(2) If an employee is called back to work as defined in Section 6.3 (1) above, he shall be paid for all time worked but not less than two (2) hours at a rate of time and one-half his/her regular rate of pay. Each call-back shall be a two (2) hour minimum.

(3) Required court attendance that is continuous with the beginning or end of a regular shift shall mean any required court attendance that begins 15 minutes from the beginning or 30 minutes from the end of the regular shift, in which case the employee is paid from the end or up to the beginning of his/her regular shift. Other required court attendance that falls outside these parameters would be treated as call-back.

(4) Call-back shall not count as hours worked for the purpose of computing overtime pay.

6.4 On-Call

(1) "On-call" is defined as that time, outside the normal working hours of the employee concerned, when the employee is otherwise considered to be off duty, but has previously been ordered by the Police Chief or his/her designee to be available to promptly return to work if called.

(2) An employee on-call is required to leave a telephone number where he can be reached or carry a pager (even if that means the employee must remain within a reasonable call-back radius).

(3) In the event that an officer is required to be on-call as defined in paragraph 6.4 (1) above, the officer shall be paid on the following basis:

<i>Day</i>	<i>Amount</i>
Weekday	\$12.00
Saturday or Sunday	\$48.00
Observed Holiday	\$48.00

(4) The following conditions shall apply to on-call assignments:

(a) the Police Chief will designate employees to be on-call on a weekly basis beginning with the least senior employees in the classification involved. Each week, the next least senior employees will be designated on-call, and this weekly rotation will continue until all employees have served on-call, after which the rotation will be repeated;

(b) the employee called into work under this section shall respond to the call-in and have one hour from the call-in in which to report to duty; and

(c) the employee called into work has the option of contacting a volunteer to work instead; provided, the employee notifies his/her supervisor of the replacement and retains responsibility if the volunteer fails to report to work.

(5) When an employee who is in an on call status is required to return to duty, the calculation for pay purposes begins when the officer reports to dispatch that he/she is in-service.

(6) The City has no obligation to pay on-call pay for any shift during which the Lake City Medical Center is paying the officer to provide security services during such shift.

6.5 Working Out of Classification

An employee covered by this Agreement whom the Chief of Police approves to work in an “acting” capacity in a higher classification for a period of more than thirty (30) work days shall be paid a differential of five percent (5%) over his/her base rate of pay starting with the first day so worked.

6.6 K-9 Officers

Police officers assigned to the K-9 unit will be permitted 8 hours per week from their work schedule to care for and groom their dogs. The training for the handlers of K-9 dogs will take place during duty hours.

6.7 Shift Realignment and Assignments

Shift realignments may occur on a fifty six (56) day cycle for the uniformed patrol division, but rotating day and night shifts will not occur more frequently than every one hundred eighty four (184) days. Except in cases of emergency or when changes must be made to accommodate employee requests, the shift realignment schedule shall be posted at least fourteen (14) calendar days in advance of the realignment. To fill an anticipated vacancy on a shift, at least three (3) days' advance notice will be provided to the officer assigned to fill the vacancy. The Police Chief or the Police Chief's designee has the right to select the officer to fill the vacancy notwithstanding any other provision of this Agreement.

6.8 Compensatory Time

Employees may accumulate a maximum of 480 hours of comp time (320 overtime hours of work). Any employee who has accrued the maximum number of compensatory hours shall be paid in cash at the regular rate of pay earned by the employee for any additional overtime hours of work.

ARTICLE 7

HOLIDAYS

7.1 Designated Holidays

The following holidays are designated as paid holidays:

New Year's Day

Martin L. King, Jr. Day

Presidents Day

Good Friday

Memorial Day

Independence Day

Labor Day

Veterans Day

Thanksgiving Day

Friday after Thanksgiving

Christmas Eve Day or the day following Christmas Day, as the City Manager determines

Christmas Day

If the City Manager designates any additional day as a holiday for all other City employees, the same holiday shall be recognized for employees in the bargaining unit.

7.2 Holiday Observance

For non-shift employees, if any of these holidays falls on Saturday, the preceding Friday shall be observed as the holiday, or if any of these holidays falls on Sunday, the following Monday shall be observed as the holiday.

7.3 Holiday Compensation

Any employee, regardless of classification, required to work on a designated holiday shall receive holiday pay plus overtime pay at the rate of one and one-half (1 ½) times their regular hourly rate for actual hours worked during the holiday.

ARTICLE 8

ANNUAL LEAVE

8.1 Eligibility and Accrual Rate

Each full time employee is eligible for annual leave, with full pay, computed on the basis of continuous service. Annual leave is based on a bi-weekly basis as follows:

Less than One (1) year's service	-	3 hours per bi-weekly pay period
One (1) up to Five (5) years' service	-	5.2 hours per bi-weekly pay period
Five (5) up to ten (10) years' service	-	6.2 hours per bi-weekly pay period
Ten (10) or more years' service	-	8 hours per bi-weekly pay period

8.2 Maximum Accumulation

The City grants annual leave as a reward for services rendered and for the purpose of rest and relaxation as an investment in the employee. City policy encourages employees to take their annual leave during the year following the period in which they became eligible for it. Employees may not accumulate more than 320 hours annual leave. Annual leave in excess of 320 hours at the beginning of the fiscal year (October 1st) will be converted to sick leave. Cash payment of annual leave is not paid at anytime other than upon separation from City employment. Upon separation, compensation is made to the employee for any earned but unused leave to their credit as of the effective date of termination. All earned pay and annual leave of employees who die while in the service of the City is paid in cash to the spouse or estate of the employee.

8.3 Requesting Annual Leave

Request for annual leave shall be made a minimum of seven (7) calendar days in advance of planned use. In emergency cases, Department Directors may waive this requirement. When a request for annual leave is denied, the employee shall be notified in writing by the respective supervisor stating the reason for denial.

8.4 If a paid holiday occurs during annual leave, the day will be treated as a holiday.

8.5 Annual leave will be used in no less than one (1) hour increments.

8.6 All employees covered by this Agreement who take a full shift off as annual leave, or sick leave, will be charged the actual hours taken off. Birthday leave, when authorized by the City Manager, is defined as one (1) working day, regardless of duration of the shift.

ARTICLE 9

SICK LEAVE

9.1 Eligibility and Accrual Rate

Regular full-time employees are eligible for sick leave at the rate of eight (8) hours per month. There is no threshold to the number of hours an employee may accumulate. Employees may use sick leave benefits for an absence due to their own illness or injury or, that of an immediate family member as defined in Section 10.04 of the city personnel manual. Sick leave shall be used in hourly increments with the minimum being one (1) hour. Employees may use up to four (4) days sick leave during the budget year as "personal" leave days. Personal leave days may not be carried over to a new budget year.

9.2 Medical Certification

After three (3) consecutive days of absence, the employee shall submit to the Department Head a medical certification from the attending physician before any additional use of sick leave credits will be authorized for the employee. If the employee continues to be absent, the City shall require further medical certification for each 30 consecutive days of absence, unless the Department Head has personal knowledge that the employee is hospitalized and unable to return to work. Such medical certification must state that the employee is unable to perform the regularly assigned duties if sick leave is to be authorized by the City.

9.3 Abuse of Sick Leave

Sick leave benefits are intended solely to provide income protection in the event of illness or injury, and may not be used for any other absence other than allowed by this section. If it is determined that an employee is abusing the sick leave benefit, such employee shall be subject to disciplinary action up to and including termination.

9.4 Annual Incentive

Annually, during the first week of December, employees having a sick leave account balance of 60 hours or more may request payment for up to 24 hours of available sick leave. Employees having a sick leave account balance of 120 hours or more may request payment of up to 48 hours of available sick leave. Other than this incentive, unused sick leave benefits will not be paid to employees while they are employed.

9.5 Payment of Unused Sick Leave.

Unused sick leave may be paid upon terminal separation under the following conditions:

- (1) Employee leaves city service in good standing.
- (2) Payment shall be at the current rate of salary. Payment will not exceed 25% of the total accrued sick leave and shall not be more than 500 sick leave hours.

ARTICLE 10

FUNERAL LEAVE

10.1 A maximum of three (3) working days with pay will be granted a full-time employee when an immediate family member death occurs. Immediate family members are *husband, wife, mother, father, son, daughter, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents and grandchildren*. The leave must be approved by the Department Director.

10.2 One (1) day funeral leave will be permitted for relatives who are not within the immediate family. This privilege will only be allowed two (2) times during any 12-month period and the leave day must be used to attend the funeral. Family relatives *are aunt, uncle, niece, and nephew*. The leave must be approved by the Department Director.

ARTICLE 11

SALARIES

11.1 Annual Pay

The following annual pay matrix, as adjusted below in the first and second years of the contract, will be effective October 1, 2021:

Pay Grade	Time in Grade (Years)									
	1	2	3	4	5	6	7	8	9	10
10	\$35,500.00	\$36,920.00	\$38,396.80	\$39,932.67	\$41,529.98	\$43,191.18	\$44,918.83	\$46,715.58	\$48,584.20	\$50,527.57
11	\$37,275.00	\$38,396.80	\$39,932.67	\$41,529.98	\$43,191.18	\$44,918.83	\$46,715.58	\$48,584.20	\$50,527.57	\$52,548.67
12	\$39,138.75	\$39,932.67	\$41,529.98	\$43,191.18	\$44,918.83	\$46,715.58	\$48,584.20	\$50,527.57	\$52,548.67	\$54,650.62
13	\$50,527.57	\$52,548.67	\$54,650.62	\$56,836.64	\$59,110.1					

- Grade 10 applies to patrol officers working an 84 hour pay period.
- Grade 11 applies to officers assigned to Traffic Oriented Policing (TOP) and Criminal Interdiction Unit (CIU), who work an 84 hour pay period.
- Grade 12 applies to Investigators, Crime Prevention Officer, and Accreditation, who work an 80 hour pay period.
- Grade 13 applies to First Line Supervisors (Sergeants) assigned to both 80 and 84 hour pay periods.
- Employees will be slotted in the above pay plan by time in grade to advance one step per year subject to the following exceptions:
 - (1) Officers who move among Pay Grades 10-12 will be credited with time in grade as if they had remained in a single grade.
 - (2) Officers who are promoted to Sergeant in CID, OPS or Narcotics shall be slotted into time in grade for year 3, but must wait until year 4 to receive a step increase.
 - (3) When hiring an officer with prior experience, the Police Chief has discretion to slot the officer in a step above time in grade for year 1 with corresponding credit for time in grade.

In year one of the contract (October 1, 2021 through September 30, 2022), pay set forth in the above table will be reduced from that in the foregoing table by 3%, and in year two of the contract, it will be reduced 1% from that in the foregoing table. The foregoing table will be in effect without any reductions in year three of the contract.

11.2 Salary Supplements

(1) Educational Incentive

All members of the bargaining unit who qualify shall receive the educational incentive salary supplements provided for in Florida Statutes, Section 943.22.

All members who file the required documentation (official transcript or training certificate) in the Police Department Employee Resources Section within 90 days of completion of the course or education requirement will receive the supplement retroactive to the completion date. After the 90-day period,

the supplement will commence on the date the documentation is filed. Courses must have prior approval from the Department's Training Section in order to qualify.

(2) Physical Fitness Incentive

Employees in the bargaining unit may, on a voluntary basis, seek to become eligible for a physical fitness incentive supplement. In order to be eligible for such supplement, an employee must sign a waiver which shall indemnify, defend and hold the City, its officers, officials, agents and employees harmless against any claim, demand, suit or liability (monetary or otherwise) in connection with his/her efforts to qualify for such supplement. An employee who seeks the physical fitness supplement must qualify and requalify at six-month intervals during the months of May and November in order to receive the supplement.

Employees who qualify by passing a 1.5 mile running test shall receive a physical fitness incentive supplement in accordance with the following chart:

MAXIMUM RUNNING TIME IN MINUTES

<i>Fitness Category</i>	<i>Age</i>				<i>Amount Per Month</i>
	<i>Under 30</i>	<i>30-39</i>	<i>40-49</i>	<i>50+</i>	
D	16:30	17:30	18:30	19:00	\$15.00
C	14:30	15:30	16:30	17:00	\$25.00
B	12:00	13:00	14:00	14:30	\$35.00
A	10:00	11:00	12:00	12:30	\$45.00

Three Mile Walk

<i>Fitness Category</i>	<i>Age</i>				<i>Amount Per Month</i>
	<i>Under 30</i>	<i>30-39</i>	<i>40-49</i>	<i>50+</i>	
D	44:00	46:30	49:00	52:00	\$15.00
C	42:00	44:30	47:00	50:00	\$25.00
B	38:30	40:00	42:00	45:00	\$35.00
A	34:00	35:00	36:30	39:00	\$45.00

The Training Section of the Police Department shall be responsible for administering the qualifying test provided for in this Section.

(3) **Additional Compensation for Field Training Officers**

Each Field Training Officer will receive one (1) additional hour of pay for each day the FTO is at work and has been assigned a recruit. This additional compensation shall be considered as time worked for purposes of computing overtime.

11.3 Legislated Costs

If any additional compensation or benefits, beyond those already provided for in state statutes, are legislated by the state, and the cost of such additional compensation or benefits is not funded by the state, thereby increasing payroll and benefit costs to the City, the parties agree that such cost increases shall be the subject of negotiation as to impact on the salaries and benefits contained in this Agreement. "Compensation or benefits" includes, but is not limited to: pensions or other retirement benefits; workers' compensation or other disability programs; sick leave, holidays, or other paid leaves; uniform or clothing allowances; training, certification or educational incentive compensation; but excluding the benefits currently provided in Chapter 185, Florida Statutes.

11.4 Pension

All bargaining unit positions and employees in those positions, covered by this agreement, shall be covered by the F. S. Chapter 185 Plan as established by the City of Lake City provided they meet the eligibility requirements of same.

Employees who retire in good standing (a) after 20 years of service or (b) are eligible for pension benefits, will be allowed to keep their issued sidearm.

In accordance with F.S. § 185.35, 100% of the revenue from the premium tax on the retirement plan will be used to fund the retirement benefits in effect as of the effective date of this Agreement.

ARTICLE 12

ALLOWANCES

12.1 Clothing Allowance

Officers assigned to a non-uniformed or administrative position will receive an allowance to purchase appropriate civilian clothing, in an amount totaling \$500.00 per year paid once per year in the first pay period each January; provided that as to any officer who has received payment, but leaves before September 30, shall have a prorated amount deducted from final pay. Police officers temporarily assigned to non-uniform duties will receive a clothing allowance retroactive to the first day of the temporary assignment, after serving in that assignment a minimum of 90 consecutive days. This allowance will cover replacement of clothing that becomes unserviceable due to normal wear. Civilian clothing damaged outside of normal wear, and due to necessary job actions, will be replaced upon the approval of the Division Commander.

12.2 Cleaning Costs

Each officer shall receive \$50.00 per month for clothing maintenance, payable each month at last payroll.

ARTICLE 13

OTHER BENEFITS

13.1 Property Assignments

(1) Take Home Vehicles Program

During the term of this Agreement, the Chief of Police, or designee, may authorize employees the use of Department vehicles in a “take home” capacity, under the terms and conditions specified in General Order 112, Take-Home Vehicles Policy effective October 1, 2019. If the employee resides outside Columbia County, a \$50 per month fee for the take home vehicle will be deducted from the employee’s pay.

(2) Uniforms and Equipment

Each employee shall be provided with a shotgun or rifle and sidearm. Each employee will be issued uniforms, leather, radio, protective gear, and accessories in accordance with the present checklist of clothing and equipment issue, plus replacements as required by normal wear and tear or due to theft.

(3) Property Damage and Loss

Employees shall maintain securely and in good condition all City property and equipment issued and/or assigned to them. Employees shall reimburse the City for the cost of repair or replacement of property or equipment lost, stolen, or damaged, while on or off duty, as a result of the employee’s careless or negligent handling, use, or operation of such property or equipment, or as a result of the employee’s intentional violation of law, or City or Departmental policy.

In the case of major property or equipment items, such as City vehicles, employees shall be liable for reimbursement only if found to have been reckless or grossly negligent in the handling, use, or operation of such property or equipment, or as a result of intentional violation of law, or City or Departmental policy. Reimbursement costs for the repair or replacement of City property and equipment shall be the actual cost of repair or replacement up to a maximum of \$1,500.

Reimbursement payments may be made as payroll deductions over a period of time not to exceed twenty-four months.

13.2 Educational Assistance

The City advocates that those employees who, through their individual ambitions and efforts, seek formal training in their employed classification, are not only improving their own personal worth, but are increasing their value to the City. Therefore, the City may, if the budget allows, reimburse tuition costs (up to \$100.00) per course incurred by employees taking courses of instruction directly related to the job class they hold with the City. Eligibility requirements for assistance are:

A City or departmental budget must exist and the training must be approved for expenditures of training. Only a regular full time employee is eligible to be considered. Training must be at the post high school level and related directly to the employee's City job classification.

Applications must be submitted and approved by the City Manager prior to enrollment in the course to ensure financial participation by the City. A passing grade must be achieved on the course work to receive reimbursement. A certified statement of completion of course work from the institution of higher learning must accompany the employee's request for reimbursement.

13.3 Group Insurance

The City agrees to offer the same group health insurance coverage to members of the bargaining unit as it offers to non-unionized, non-managerial City employees. The City will make a contribution toward the cost of such insurance for individual employees and for optional dependent coverage on the same basis as it contributes to insurance coverage for non-unionized, non-managerial City employees.

An employee who retires shall have the right to continue his/her group universal or term life insurance coverage, if enrolled at date of retirement. The cost of coverage shall be deducted from the retiree's pension check.

13.4 Death Benefit

The City agrees to cover employees for a death benefit in compliance with Section 112.19, Florida Statutes.

13.5 Personal Property

The City agrees to follow present practice with respect to reimbursement for an employee's personal property (watch, prescription glasses, or other personal property approved by the Chief) that is lost, damaged or destroyed in the line of duty, except through employee negligence. In no case will reimbursement be made for personal property which the employee elects to use in lieu of Departmental issue, except that when an employee elects to use a Department-approved personal sidearm in lieu of the standard-issue sidearm, the City will reimburse the employee in an amount not to exceed the cost of the standard-issue sidearm in the event the personal sidearm is lost, damaged, or destroyed in the line of duty. The employee may, at his/her option, be provided with a standard-issue sidearm in lieu of reimbursement. The City shall not be responsible for the maintenance or repair of personal sidearm for reimbursement for or replacement of a personal sidearm lost, damaged or destroyed through employee negligence. Total allowable per incident - \$500.00

13.6 Orientation Day Briefing

The FOP will be granted one (1) hour of time during new officer orientation to explain jointly with the Management Division Head the provisions of the Agreement and the functions of the FOP. The FOP agrees to comply with Section 447.509, Florida Statutes.

The FOP Business Agent/Staff Representative or designee will be notified by the Employee Resources Section Head as to the scheduling of new officer orientation sessions.

13.7 Rules and Regulations

Each member of the bargaining unit will be provided with a personal copy of the Written Directives Manual. Any amendments to the Written Directives Manual will be communicated to employees as soon as practicable, and copies of the amendments shall be distributed within thirty (30) days of their effective date. Employees will sign for their copy of the Written Directives Manual and all amendments.

An official copy of the City Personnel Policy and Procedures Manual will be kept in the Police Department Employee Resources Section and will be available during regular operating hours for reference. Employees, who have the prior approval of their supervisors if the employees are on duty, will be permitted to review the Personnel Policy and Procedures Manual during the above-mentioned hours.

13.8 Voting

Any employee who resides in and is a registered voter in the City of Lake City who does not have time outside normal working hours to vote in a City election because of assigned police duties may be given, at the discretion of his/her supervisor, up to one (1) hour of paid administrative leave in order to vote.

ARTICLE 14

PERSONNEL FILES

14.1 There shall be only one (1) official personnel files for each employee, which shall be maintained in the Department of Human Resources. The file may not contain a supervisor's personal notes or memoranda concerning an employee's informal counseling. If any derogatory material is placed in an employee's official personnel file, a copy will be given to the employee. The employee will have the right to answer any such material filed, and his/her answer will be attached to the file copy.

14.2 An employee will have the right to review his/her own official personnel files at reasonable times under the supervision of the designated records custodian.

14.3 Whenever a request is made by a person not employed by the City to review an employee's official personnel file or Internal Affairs Records, notice of the request shall be provided to the employee whose file has been requested. Such notice shall be sent via interdepartmental mail or e-mail and, if provided, shall state the reason for the request, and the name and affiliation of the person making the request.

ARTICLE 15

PROBATIONARY PERIODS

15.1 Duration

The probationary period for each newly-hired employee in the bargaining unit shall be one (1) year of continuous service as a police officer in the Lake City Police Department following the date of certification as a Florida law enforcement officer. The probationary period for each rehired certified police officer in the bargaining unit shall be six-(6) months of continuous service in the Lake City Police Department.

15.2 Extension

When the employee, during the probationary period, is absent from his/her regular duties for a period of 160 consecutive working hours or more, the probationary period shall be extended by an equal number of working hours. Upon recommendation by the Division Commander, the Police Chief may extend an employee's probationary period for up to six (6) months.

ARTICLE 16

PERFORMANCE EVALUATIONS AND CONDITIONAL STATUS

16.1 Performance Evaluations

- (1) Each employee will be evaluated a minimum of once per year after having passed his/her probationary period.
- (2) The evaluation will be made by the supervisor for whom the employee works during a major part of the year unless the supervisor has terminated or is on a leave of absence.
- (3) The performance evaluation shall be prepared and signed by the immediate supervisor (rater) and reviewed and signed by supervisors through the rank of Chief of Police. The evaluation will then proceed up the chain of command for review and any changes made in an evaluation by higher-ranking supervisors shall be initialed by the person making the change. The evaluation shall then be returned to the immediate supervisor and discussed with the employee.
- (4) Performance evaluations shall not be subject to the grievance procedure in this Agreement but shall be subject to the performance evaluation appeal procedure as outlined in a. below. For purposes of this Article, the term "days" shall mean Monday through Friday, excluding any day observed as a holiday pursuant to Article 7 of this Agreement.
 - (a) Whenever an employee disagrees with an annual evaluation report, the following appeal procedure may be used:
 1. All appeals shall be written in a legible manner and submitted to the appropriate supervisor within ten (10) workdays from acknowledgment of the annual evaluation report.
 2. The appeal package shall contain a copy of the disputed annual evaluation report, a statement of facts and information in support of the employee's appeal and other evidence as deemed appropriate. The burden of persuasion rests with the employee. Only information associated with the evaluation report may be addressed in this appeal process.
 3. Within five (5) workdays, the supervisor shall review the appeal package for consideration and action. If the supervisor agrees with the appeal, the annual evaluation report shall be corrected or re-accomplished and reprocessed for filing in the personnel records. If the supervisor does not agree with the appeal, the package and written comments setting forth the reasons for denial of the appeal shall be forwarded to the Department Director or, the City Manager if the Department Director is the Evaluator.
 4. Within five (5) workdays, the Department Director shall review the appeal package and take action. If the Director agrees with the appeal, the report shall be corrected or re-accomplished and reprocessed for filing in the personnel records. If the Director does not agree with

the appeal, the package and written comments setting forth the reasons for denial of the appeal shall be forwarded to the City Manager.

5. If the City Manager rules in favor of the employee, the annual evaluation report in question shall be corrected or re-accomplished and reprocessed for filing in the personnel records. If the City Manager does not agree with the appeal, the report shall remain unchanged and be filed in the personnel records along with the City Manager's response.

ARTICLE 17

PROMOTIONAL EXAMINATIONS

The promotional process will be in accordance with LCPD General Order Number 243, Promotions, (revised January 17, 2014).

- (1) Any modifications to the current promotional process which have been approved by the Chief of Police shall be incorporated into the current agreement via memorandum of understanding.
- (2) Until otherwise modified as provided in 17 (1), the current promotional process shall remain in effect.

ARTICLE 18

OUTSIDE AND SECONDARY EMPLOYMENT

Outside and secondary employment shall be administered in accordance with LCPD General Order 113, Outside and Secondary Employment, dated December 7, 2012 (revised June 6, 2019).

ARTICLE 19

CORRECTIVE DISCIPLINARY ACTION

19.1 Disciplinary action will be taken against an employee only for justifiable cause.

19.2 An employee who receives an oral/written reprimand has the right to grieve whether or not the reprimand was justified.

An employee who receives a written reprimand has the right to grieve whether or not the reprimand was justified. An employee whose salary is reduced or who is transferred for cause, demoted, suspended or dismissed shall have the right to appeal such disciplinary action through the Employee Complaint Procedure in Article 5.

19.3 Disciplinary action shall be taken within 30 working days following the conclusion of the investigation. When, due to extenuating circumstances, a disciplinary action cannot be taken within the 30 day period, the time period may be extended by the Police Chief. Such extension shall be documented. The term "days" as used in this Article shall mean Monday through Friday, excluding any day observed as a holiday pursuant to Article 7 of this Agreement. Notice of disciplinary action shall be in writing and shall contain the reason and shall inform the employee of his/her right to appeal or grieve such action. The employee shall be furnished a copy of the notice of disciplinary action and shall be permitted to respond thereto. The employee's response, if any, shall be attached to the copy of the disciplinary action form which is filed in the employee's personnel file.

19.4 A disciplinary action report covering an oral reprimand cannot be utilized for the purposes of progressive discipline after one (1) year if no further infractions of a similar type occur.

19.5 A disciplinary action report covering a written reprimand cannot be utilized for the purposes of progressive discipline after two (2) years if no further infractions of a similar type occur.

19.6 A disciplinary action report covering a suspension of 30 hours or less cannot be utilized for the purposes of progressive discipline after four (4) years provided there were no prior disciplinary action reports covering either oral or written reprimands of a similar type and provided there were no suspensions of any type in the employee's personnel file or internal affairs file at the time the suspension was imposed and provided no oral or written reprimands of a similar type and no additional suspensions of any type are incurred in the four (4) year period following the suspension.

19.7 An employee who is suspended from duty shall receive at least twenty-four (24) hours notification of such suspension unless conditions as deemed by the Police Chief exist which would require an immediate suspension.

ARTICLE 20

INTERNAL INVESTIGATIONS

20.1 The parties recognize that law enforcement personnel occupy a special place in American society. Therefore, it is understood that the City has the right to expect a high level of professional and personal conduct, both on-duty and off-duty, from all law enforcement personnel regardless of rank or assignment. Since internal investigations may be undertaken to inquire into complaints of law enforcement misconduct, the City reserves the right to conduct such investigations to uncover the facts in each case, but agrees to carefully guard and protect the rights and dignity of accused personnel. It is expected that all law enforcement personnel will give truthful and complete statements, to the best of their ability, in all internal investigations.

20.2 When an allegation is made against an employee, the City will attempt to ensure that the allegation and any statements regarding the allegation are reduced to writing and signed.

20.3 When an employee is the subject of an internal investigation, he will be informed of each complaint or allegation against him. Upon the conclusion of the investigation, the employee shall, upon his/her request, receive a copy of the written or recorded statement, at no cost to the employee.

20.4 All internal investigations shall be conducted in compliance with Chapter 112, Florida Statutes, and applicable LCPD policies. When an employee is to be questioned or interviewed concerning a complaint or allegation, the employee will be informed prior to the interview of the nature of the investigation and whether he is the subject of the investigation or a witness in an investigation. If he is the subject of the investigation, the employee will also be informed of each complaint or allegation against him and be permitted to review all statements, in any format, made by the complainant and witnesses immediately prior to the beginning of the investigative interview.

20.5 The investigative interview will be recorded in the manner prescribed in Chapter 112.532 (g), Florida Statutes.

20.6 Unless required by statute, no employee shall be required to submit to a polygraph test or any device designed to measure the truthfulness of his/her responses during an investigation of a complaint or allegation.

20.7 All internal investigations shall be completed within one hundred eighty (180) days. When a complaint is sustained by Internal Affairs, the investigator will discuss the investigative findings with the involved officer prior to referral to the Police Chief. If the involved officer disagrees with the investigative findings, the officer may submit a written appeal within seven (7) calendar days following notification of investigative results. The Internal Affairs Commander or his designee shall then determine whether or not additional review is appropriate and respond to the officer in writing within 72 hours or as soon as reasonably possible. Any concerns raised by the officer will be referred to the Police Chief together with all information developed from further review.

ARTICLE 21

PERSONNEL REDUCTION

21.1 In the event that the City determines that a reduction in workforce is necessary, the City will ameliorate the impact of such action in the following manner.

21.2 The City will first layoff all sworn employees in time-limited positions and will then layoff sworn employees in regular positions based upon seniority. Seniority is defined as the length of an employee's total service in the Police Department as shown in the Human Resources Department records excluding any leaves of absence without pay of 90 consecutive calendar days or more. Total service time with the Department less all leave without pay over 90 consecutive calendar days results in an employee's adjusted seniority date. Seniority shall be computed at a rate of one (1) point for each full calendar month of employment using the adjusted seniority date as the basis of the computation.

21.3 An employee may be entitled to Veterans' Preference as set forth in Florida Statutes Chapter 295, and shall have ten (10) points added to his/her total seniority if he qualifies under the City's Veterans' Preference Policy 702.06-F4 a. and b. An employee who qualifies under the City's Veterans' Preference Policy 702.06 F4 c. and d., shall have five (5) points added to his/her total seniority score.

21.4 The least senior employee in the Police Officer classification shall be on layoff. Should there be ties in length of service in the Department after considering veterans' preference points, then the ties will be broken after considering all official performance evaluations of each affected employee as contained in Human Resources Department records. The performance evaluations will be scored and the employee(s) with the lowest score(s) will be subject to layoff. The City will provide a 30 calendar day notice to employees on layoff.

21.5 A laid off employee shall have recall rights to the Police Officer classification he held before the onset of the layoff procedure for a period of 24 months following layoff. Such recall rights shall consist of the right to return from layoff to a vacant position in the Police Officer classification over new applicants. Recall will be made by certified mail to the address maintained in the Police Department records and specified at the time of layoff. This address may be updated by the employee by certified mail, return receipt requested. The recall notice must be answered within 14 calendar days of its receipt. Failure to respond to recall within the time stipulated shall result in termination from the Police Department.

21.6 An employee who is laid off shall be considered to be terminated and shall be paid for all earned but unused vacation leave. The laid off employee shall be eligible for continuation of group health insurance coverage subject to the provisions of the Consolidated Omnibus Budget Reconciliation Act (COBRA). A laid off employee who has earned a vested pension benefit may elect to leave his/her contributions, and the interest earned thereon, in the pension plan in order to receive a benefit payable at normal or early retirement, or he may elect to receive a refund of his/her contributions and the interest earned thereon. A laid off employee who has earned a vested Matched Annuity Pension (MAP) Plan benefit may elect to leave all or a portion of his/her account balance in MAP in order to receive a

benefit payable at normal or early retirement, or he may elect to receive a refund of his/her account balance. A laid off employee who has not earned a vested pension benefit shall receive a refund of his/her contributions to the pension plan and the interest earned thereon. A laid off employee who has not earned a vested MAP benefit shall receive a refund of his/her MAP account balance.

ARTICLE 22

SAFETY AND HEALTH

22.1 Substance Abuse and Drug Free Workplace

Agreement adopts and incorporates the City's Substance Abuse and Drug Free Workplace Policy that is currently contained in Section 3.04 of the City's Personnel Policies, which were revised effective October 1, 2014; provided, appeals in Section J.4. of the Policy shall be taken through Article 5 of this Agreement.

22.2 Infectious Disease Prevention

Each employee will be provided with and utilize all personal protective equipment as required for infectious disease exposure which meets or exceeds the minimum standards established by the State Department of Labor for the prevention of infectious diseases. Likewise, the City and the employee, whenever practical, will follow the required prophylactic procedures established with regard to any employee who is exposed to blood or other body fluids. The City will provide training as required in infectious disease prevention, mitigation and exposure control.

22.3 Tobacco Free Policy

This Agreement adopts and incorporates the City's Tobacco Free Policy effective January 1, 2015.

ARTICLE 23

INDEMNIFICATION

The City will either provide or purchase insurance or coverage under a trust program that will provide protection to any city employee acting in good faith in the scope of his/her employment for any tort or civil rights liability for claims made against them because they are city employees. This protection will extend to judgments and amounts paid in settlement or any claim, suit or proceeding including any appeal which may legally be paid by the insurance provider. The City's obligation under this Article is contingent upon prompt notification and cooperation with the City Attorney's office. Under normal circumstances an employee served with a complaint or otherwise formally advised that he is a party to a suit or proceeding shall notify the City Attorney's office within three (3) calendar days.

ARTICLE 24

DUES CHECK-OFF

24.1 Deductions

During the term of this Agreement, the City agrees to deduct on a biweekly basis FOP membership dues and uniform assessments, if any, in an amount established by the FOP and certified in writing to the City Human Resources Department, from the pay of those employees in the bargaining unit who individually make such request on a written check-off authorization form provided by the City. Such deduction will be made by the City beginning with the pay for the first full pay period following receipt of the authorization by the City. The FOP shall advise the City of any uniform assessment or increase in dues in writing at least 30 days prior to its effective date.

This agreement applies only to the deduction of membership dues and uniform assessments, if any, and shall not apply to the collection of any fines, penalties, or special assessments.

24.2 Remittance

Deductions of dues and uniform assessments, if any, shall be remitted by the City to a duly authorized representative as designated in writing by the FOP. The City will deduct thirty dollars (\$30.00) per employee that authorizes a deduction to cover state dues for labor council and legal defense once per month. The City will remit the amount collected directly to the Florida State Lodge Fraternal Order of Police, Inc., 242 Office Plaza, Tallahassee, Florida 32301, monthly.

24.3 Insufficient Pay for Deduction

In the event an employee's earnings within any pay period, after deductions for withholding, Social Security, retirement, health insurance, and other priority deductions, are not sufficient to cover dues and any uniform assessments, it will be the responsibility of the FOP to collect its dues and uniform assessments for that pay period directly from the employee.

24.4 Termination of Deduction

Deductions for FOP dues and/or uniform assessments shall continue until either:

(a) revoked by the employee by providing the City Human Resources Department and FOP with 30 days written notice that he is terminating the prior check-off authorization,

(b) the termination of the authorizing employee, or the transfer, promotion, demotion of the authorizing employee out of this bargaining unit unless it is to another position where the FOP is the certified bargaining agent.

24.5 Indemnification

The FOP shall indemnify, defend and hold the City, its officers, officials, agents and employees, harmless against any claim, demand, suit or liability (monetary or otherwise), and for all legal costs arising from

any action taken or not taken by the City, its officials, agents and employees in complying with this agreement. The FOP shall promptly refund to the City any funds received in accordance with this agreement which are in excess of the amount of dues and/or uniform assessments which the City has agreed to deduct.

24.6 Exceptions

The City will not deduct any FOP fines, penalties, or special assessments from the pay of any employee.

24.7 Dues Check-off Authorization Form

The form attached as Appendix 1 shall be used by employees who wish to initiate dues deduction.

ARTICLE 25

LEAVE SHARING PLAN

25.1 An Employee Sick Leave Bank has been established for the purpose of providing sick leave with pay for City employees during extended periods of personal illness, accident, or injury not otherwise compensated by the City.

25.2 The Sick Leave Bank shall be administered by a committee comprised of the Assistant City Manager and the HR Director and four (4) appointed employees. The additional appointments shall be made (one each) by the Executive Director of Utilities, the Police Chief, the Fire Chief, and the Recreation Director.

25.3 All employees who have been employed full-time for at least one (1) year and who have available eight (8) days of unused sick leave are eligible to join the Sick Leave Bank by requesting voluntary enrollment and contribution of one day (eight hours) of sick leave to the bank.

25.4 The Sick Leave Bank shall be activated when a minimum of forty-five (45) sick leave days have been deposited. All participating members shall be required to contribute one additional day to the pool each time the Sick Leave Bank is depleted below thirty (30) days. Participating members who do not have an additional day accrued at the time of replenishment may contribute the next available sick leave day and remain eligible for membership in the Sick Leave Bank.

25.5 A notice for replenishing the Sick Leave Bank will be given to all participating employees. At this time, participating members may withdraw from the Sick Leave Bank upon written notice to the HR Director. If an employee has withdrawn and requests to be reinstated, the employee may be reinstated upon contributing an equal number of days as those who remained in the Sick Leave Bank without withdrawing. An employee may be allowed to withdraw and be reinstated only one time during the course of employment. Employees who are not members of the Sick Leave Bank shall be given an opportunity to become members of the Sick Leave Bank during the month of October each year.

25.6 Participating members are eligible to draw from the Sick Leave Bank when conditions exist to justify absence from work because of their own illness or accident (excluding Workers' Compensation cases) or that of an immediate family member as defined in Section 10.03.

25.7 The following criteria must be met when applying to the Sick Leave Bank Committee for withdrawal of days from the Sick Leave Bank:

An application must be filed with the HR Director accompanied by a physician's statement which shall include the expected number of days the employee will be absent from work, the identity of the individual with the illness or injury and the nature of the illness or injury.

The employee must be or have been absent from work for at least five (5) consecutive working days because of the illness, accident, or disability. Exhaustion of all personal sick leave and personal annual

leave days is required before leave may be awarded from the Sick Leave Bank. Up to 30 days may be awarded per request.

Requests for sick leave from the Sick Leave Bank due to the illness, accident or disability of an immediate family member will also be considered by the Sick Leave Bank Committee after the employee has been absent from work for at least five (5) consecutive working days.

Application for use of the Sick Leave Bank for elective surgery shall not be considered. The Sick Leave Bank Committee may require a second opinion from a physician if necessary to determine whether or not surgery is elective and such second opinion will be obtained at the employee's expense.

ARTICLE 26

FOP COMMUNICATIONS

26.1 Bulletin Boards

The City agrees to furnish wall space not to exceed 36" x 48" for FOP-purchased, glass-enclosed bulletin boards to be located in the hallway outside the employee break room and the check-off room.

The FOP bulletin board and the LCPD FOP representative's e-mail shall be used only for the following notices

- (1) recreational and social affairs of the FOP
- (2) FOP meetings
- (3) FOP elections
- (4) reports of FOP committees
- (5) FOP benefit programs
- (6) correspondence between the LCPD FOP representatives, employees and LCPD Command Staff

Notices shall not contain anything political or controversial, or anything reflecting adversely on the City, or any of its employees, and no material, notices or announcements which violate the provisions of this Article shall be posted.

Notices submitted for posting on the FOP bulletin board must be dated and bear the signature of the FOP Business Agent/Staff Representative or authorized representative.

26.2 Use of Videotape

The Police Department will make available to the FOP the use of its videotape equipment for the purpose of communicating with bargaining unit employees. Notices provided by the FOP shall be subject to the same restrictions as set forth in Section 26.1 above.

FOP material shall be limited to an amount of time which will not result in extended shifts and overtime payments. If there is any time conflict with management scheduled tapings, the management material shall have priority.

26.3 Communications

No less than three (3) times per year, the Police Department will provide up to fifteen (15) minutes per check-on to the FOP for notices and communications with employees, provided that the notices and communications comply with Section 26.1 above and do not result in extended shifts and overtime payments.

ARTICLE 27

FOP BUSINESS

Bargaining unit representatives shall be given reasonable time off from duty to conduct FOP business with the City. Bargaining unit representatives shall be given a reasonable amount of time while on duty to represent members of the bargaining unit in related personnel issues and to participate in collective bargaining sessions with the City. The number of representatives conducting FOP business while on duty shall be subject to staffing needs and calls for service of the Department.

ARTICLE 28

MANAGEMENT RIGHTS

28.1 The FOP agrees that the City has and will continue to retain, whether exercised or not, the sole and unquestioned right to operate and manage its affairs in all respects; and the powers and authority which the City has not officially abridged, delegated or modified by the express provisions of this Agreement are retained by the City. The rights of the City, through its management officials, shall include, but shall not be limited to, the right to:

- (1) determine the organization of City government;
- (2) determine the purpose of each of its constituent agencies;
- (3) exercise control and discretion over the organization and efficiency of operations of the City;
- (4) set standards for services to be offered to the public;
- (5) direct the employees of the City, including the right to assign work and overtime;
- (6) hire, examine, classify, promote, train, transfer, assign, and schedule employees in positions with the City;
- (7) suspend, demote, discharge, or take other disciplinary action against employees for just cause;
- (8) increase, reduce, change, modify or alter the composition and size of the work force, including the right to relieve employees from duties because of lack of work, funds, or other reasons;
- (9) determine the location, methods, means, and personnel by which operations are to be conducted, including the right to determine whether goods or services are to be made or purchased;
- (10) establish, modify, combine or abolish job classifications;
- (11) change or eliminate existing methods, equipment or facilities; and
- (12) establish, implement and maintain an effective internal security program.

28.2 The City has the sole authority to determine the purpose and mission of the City, to prepare and submit budgets to be adopted by the City Commission and to expend monies appropriated by the Commission as it shall deem advisable.

28.3 Those inherent managerial functions, prerogatives and policy-making rights which the City has not expressly modified or restricted by a specific provision of this Agreement are not in any way, directly or indirectly, subject to the grievance procedure contained herein.

ARTICLE 29

PREVAILING RIGHTS

All pay and benefits provisions in the Lake City Policy Manual or applicable City regulations which cover employees in the bargaining unit and which are not specifically provided for or modified by this Agreement shall continue in effect during the term of this Agreement.

ARTICLE 30

SAVINGS CLAUSE

If any provision of this Agreement, or the application of such provision, should be rendered or declared invalid, unlawful, or not enforceable, by any court action or by reason of any existing or subsequently enacted legislation; or if the appropriate governmental body, having amendatory power to change a law, rule or regulation which is in conflict with a provision of this Agreement, fails to enact or adopt an enabling amendment to make the provision effective, in accordance with Florida Statutes Section 447.309 (3); then such provision shall not be applicable, performed or enforced. In such event, the parties shall meet within thirty (30) days in an attempt to modify the invalid provision of good faith negotiations. The remaining parts or portions of this Agreement shall remain in full force and effect for the term of this Agreement.

ARTICLE 31

DURATION

31.1 Term

This Agreement shall be effective October 1, 2021 and shall remain in full force and effect through the 30th day of September, 2024.

31.2 Notices

Notices hereunder shall be given by registered or certified mail, and if by the City, shall be addressed to the Union at 242 Office Plaza, Tallahassee, Florida 32301 and if by the Union, shall be addressed to the City Manager, City Hall, Lake City, Florida 32355. Either party may by a like written notice change the address to which such notice shall be given. Notices shall be considered to have been given as of the date shown on the postmark.

31.3 Emergencies

If it is determined that civil emergency conditions exist, including but not limited to, riots, civil disorders, hurricane conditions, or similar catastrophes, the provisions of this Agreement may be suspended by the City Manager during the time of the declared emergency, provided that wage rates and monetary fringe benefits shall not be suspended.

IN WITNESS WHEREOF, the parties hereto have executed this Collective Bargaining Agreement with the Florida State Fraternal Order of Police, Inc. ("FOP") this ____ day of _____, 2021.

Signed, sealed and delivered
in the presence of:

CITY OF LAKE CITY, FLORIDA

Witness

By: _____
STEPHEN M. WITT
Mayor

(Print/type name)

ATTEST: _____
AUDREY E. SIKES
City Clerk

Witness

(CORPORATE SEAL)

(Print/type name)

WITNESSES AS TO CITY

Signed, sealed and delivered
in the presence of:

FLORIDA STATE FRATERNAL ORDER
OF POLICE, INC.

Witness

By: _____
J.J. DIXON
Chief Negotiator

(Print/type name)

Witness

(Print/type name)

WITNESSES AS TO FOP

APPENDIX 1

DUES CHECK-OFF AUTHORIZATION

To: _____

(Department)

CITY OF LAKE CITY

I, _____, Employee No. _____,
(Name)

Department and Division: _____,

direct the City of Lake City to deduct from my pay, beginning with the pay for the first full pay period from the date this authorization is received by the City, employee organization membership dues and uniform assessments, if any, to

Florida State Lodge Fraternal Order of Police, Inc., 242 Office Plaza, Tallahassee, Florida 32301.

(Employee Organization and Unit)

in the amount of \$_____.

This authorization is made pursuant to Section 447.303, Florida Statutes, and shall continue until:

- (a) revoked by me at any time upon 30 days written notice to my employer and the employee organization,
- (b) the termination of my employment, or
- (c) my transfer, promotion, or demotion out of this bargaining unit, unless it is to another position where the FOP is the certified bargaining agent.

Date: _____ Employee's Signature: _____

File Attachments for Item:

20. City Council Resolution No. 2021-160 - A resolution of the City Council of the City of Lake City, Florida authorizing the execution of an Interlocal Agreement with Columbia County, Florida; providing for the engagement of the County's building official on an interim basis to act as the City's building official; providing for severability; providing for conflicts; and providing for an effective date.

CITY COUNCIL RESOLUTION NO. 2021-160

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA AUTHORIZING THE EXECUTION OF AN INTERLOCAL AGREEMENT WITH COLUMBIA COUNTY, FLORIDA; PROVIDING FOR THE ENGAGEMENT OF THE COUNTY'S BUILDING OFFICIAL ON AN INTERIM BASIS TO ACT AS THE CITY'S BUILDING OFFICIAL; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Lake City, Florida (hereinafter the "City") is in need of a qualified building official; and

WHEREAS, the City and Columbia County, Florida (hereinafter the "County") have worked together for years to provide assistance to one another as needed; and

WHEREAS, the County employs a full-time building official who completes building inspections and otherwise fills the role of building official for the County; and

WHEREAS, the County is amenable to providing for the City's short-term need for a building official; and

WHEREAS, the City Council finds that the engagement of the County's building official is in the best interests of the City; and

WHEREAS, the City and County desire to memorialize their respective responsibilities in the attached *Interlocal Agreement between Columbia County, Florida and the City of Lake City, Florida for Interim Building Official* (hereinafter the "Interlocal Agreement").

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

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

Section 2. The Mayor is authorized to execute the Interlocal Agreement.

Section 3. If any clause, section, or other part of this resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portion or applications of this resolution.

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

Section 5. This resolution shall become effective immediately upon passage and adoption:

PASSED AND ADOPTED at a meeting of the City Council this ____ day of November 2021.

CITY OF LAKE CITY, FLORIDA

By: _____
Stephen M. Witt, Mayor

ATTEST:

APPROVED AS TO FORM AND
LEGALITY:

By: _____
Audrey E. Sikes, City Clerk

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

**INTERLOCAL AGREEMENT BETWEEN COLUMBIA COUNTY, FLORIDA, AND
THE CITY OF LAKE CITY, FLORIDA FOR INTERIM BUILDING OFFICIAL**

THIS INTERLOCAL AGREEMENT is entered into this ____ day of _____, 2021, by and between **COLUMBIA COUNTY, FLORIDA**, a political subdivision of the State of Florida whose mailing address is Post Office Box 1529, Lake City, Florida 32056-1529, (herein the “County”), and **THE CITY OF LAKE CITY, FLORIDA**, a body politic of the State of Florida, with a mailing address of 205 North Marion Street, Lake City, FL 32055 (hereinafter the “City”).

WHEREAS, the City has historically employed its own building official for the purpose of conducting building inspections pursuant to the Florida Building Code; and

WHEREAS, the City’s building official has recently resigned, and no other City employee is qualified to make the inspections required of a building official; and

WHEREAS, the County employs a full-time building official who completes building inspections and otherwise fills the role of building official for the County; and

WHEREAS, to avoid delays in its building and permitting processes, the City desires to employ the County’s building official on an interim basis to act as the City’s building official; and

WHEREAS, the County is amenable to providing for the City’s short-term need pursuant to this agreement with the parties’ mutual understanding that any more permanent solution involving the sharing of this position will require a more extensive and comprehensive agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, and on the terms and conditions set forth, the parties agree as follows:

1. RECITALS INCORPORATED.

The recitals above are true and correct and are incorporated herein by reference.

2. TERM.

This agreement shall become effective upon the recording of this agreement in the Public Records of Columbia County and shall continue in full force and effect until amended, canceled, or superseded, but in no event for a period longer than twelve (12) months.

3. TERMINATION.

Any party to this agreement may terminate this agreement by giving thirty days’ written notice to the other party.

4. OBLIGATIONS OF THE CITY

The City shall continue to receive and process all building permits and complete all administrative functions for building projects within the territorial limits of the City.

The City shall continue to utilize its own Board of Adjustment and Planning and Zoning Boards.

The City by this agreement formally designates the County's building official as the City's building official. The City shall support the building official for so long as engaged pursuant to this agreement.

5. OBLIGATIONS OF THE COUNTY

The County shall permit its building official to provide building inspections pursuant to the Florida Building Code. The County shall not be obligated to provide staff support or any other personnel, and no one provided by or through the County shall be required to enforce or apply the City's jurisdictional land development regulations.

6. AMENDMENT.

Either party that desires to amend this agreement shall notify the other party in writing indicating the type of amendment desired and stating reasons for same. This agreement may be amended only by mutual written agreement of the parties.

7. INDEMNIFICATION.

Each party agrees to be fully responsible for its negligent acts or omissions which in any way relate to or arise out of this agreement. Nothing herein shall be construed as consent by an either party to be sued by third parties in any matter arising out of this agreement, or as a waiver of sovereign immunity by either party to which sovereign immunity applies.

8. NOTIFICATION.

Except as provided herein, any notice, acceptance, request, or approval from either party to the other shall be in writing and shall be deemed to have been received when either deposited in a United States Postal Service mailbox or personally delivered with signed proof of delivery. Alternatively, the parties may provide notice via verified electronic mail to the parties' respective official government email addresses provided below. The parties' representatives are:

County: County Manager
david_kraus@columbiacountyfla.com
Post Office Box 1529
Lake City, Florida 32056-1529

City: City Manager
williamsm@lcfla.com
205 N Marion Street
Lake City, FL 32055

9. SEVERABILITY.

If any provision of this agreement is declared void by a court of law, all other provisions shall remain in full force and effect.

10. RECORDING OF AGREEMENT, EFFECTIVE DATE.

The County, upon execution of this agreement by all the parties, shall record this Interlocal Agreement in the Public Records of Columbia County, Florida. Pursuant to Section 163.01 (11), Florida Statutes, this Agreement, executed by the parties hereto, shall be effective immediately upon filing with the Clerk of the Circuit Court of Columbia County.

IN WITNESS WHEREOF the parties have caused this instrument to be signed by their respective duly authorized officers or representatives as of the day and year first above written.

CITY OF LAKE CITY, FLORIDA

THE BOARD OF COUNTY
COMMISSIONERS FOR
COLUMBIA COUNTY, FLORIDA

Stephen Witt, Mayor

Rocky Ford, Chair

Attest:

Attest:

Audrey Sykes, City Clerk

James M. Swisher, Jr., Clerk of Courts

Approved as to Form:

Approved as to Form:

Fred Koberlein, City Attorney

Joel Foreman, County Attorney

File Attachments for Item:

21. City Council Resolution No. 2021-161 - A resolution of the City Council of the City of Lake City, Florida, ratifying the execution and submission of the 2022 Airport Improvement Program pre-application for grant funding to the Federal Aviation Authority; providing for the application of a grant award of up to \$1,822,500.00 in eligible costs associated with the rehabilitation of airport apron pavement and the realignment of Taxiway C at the Lake City Gateway Airport.

CITY COUNCIL RESOLUTION NO. 2021-161

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA RATIFYING THE EXECUTION AND SUBMISSION OF THE 2022 AIRPORT IMPROVEMENT PROGRAM PRE-APPLICATION FOR GRANT FUNDING TO THE FEDERAL AVIATION AUTHORITY; PROVIDING FOR THE APPLICATION OF A GRANT AWARD OF UP TO \$1,822,500.00 IN ELIGIBLE COSTS ASSOCIATED WITH THE REHABILITATION OF AIRPORT APRON PAVEMENT AND THE REALIGNMENT OF TAXIWAY C AT THE LAKE CITY GATEWAY AIRPORT.

WHEREAS, the City of Lake City, Florida (hereinafter the “City”) desires to rehabilitate approximately 350,000 square feet of airport apron pavement and the realignment of the Taxiway C connector from the terminal apron to create a 90-degree intersection with runway 10-28 at the Lake City Gateway Airport (hereinafter the “Project”) through the Airport Improvement Program (hereinafter the “AIP”); and

WHEREAS, the total Project cost is estimated to be \$2,025,000.00 and the FAA would provide up to ninety percent (90%), totaling \$1,822,500.00, the State of Florida would provide eight percent (8%) totaling \$162,000.00, and the City would provide two percent (2%), totaling \$40,500.00; and

WHEREAS, the grant funds would allow the City to develop the Project which is required pursuant to federal and state regulations; and

WHEREAS, the City Council finds it to be in the best interests of the City to ratify the execution and submission of the 2022 AIP pre-application documentation for grant funding, a copy of which 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 execution and submission of the 2022 AIP pre-application grant documentation by the City Manager is ratified.

Section 3. All resolutions or parts of resolution in conflict herewith are hereby repealed to the extent of such conflict.

FLK/aj
10/20/2021

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

PASSED AND ADOPTED at a meeting of the City Council this ____ day of November 2021.

CITY OF LAKE CITY, FLORIDA

By: _____
Stephen M. Witt, Mayor

ATTEST:

APPROVED AS TO FORM AND
LEGALITY:

By: _____
Audrey E. Sikes, City Clerk

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



October 15, 2021

Ms. Hilary W. Maull, P.E.
Program Manager
Orlando Airport Districts Office
8427 SouthPark Circle, Suite 524
Orlando, FL 32819

Dear Ms. Hilary Maull:

Subject: Lake City Gateway Airport (LCQ), Lake City, Florida
FY 2022 Airport Improvement Program
Pre-Application – Construction

In accordance with the Airport Improvement Program (AIP) and as established by the City of Lake City in their 5-year Capital Improvement Plan (CIP), please find enclosed their 2022 AIP pre-application for the following project:

Reconfigure Existing Taxiway C; Rehabilitate Apron and Taxilanes (Construction)

On behalf of the City of Lake City, the following items are enclosed for the above project in the grant pre-application:

- ✓ Airport Grant Pre-Application Checklist
- ✓ Detailed Project Information Sheet
 - Description and Justification
 - Special Circumstances (None)
 - Project Funding
 - Project Cost Estimate
 - Project Preliminary Checklist
 - Proposed Project Schedule
- ✓ Environmental Determination Documentation

At this time, we are requesting \$1,822,500.00 based on estimate / negotiated agreement as reflected in the airport's CIP in which resembles the information provided to the ADO via the CIP update. We understand that any substantial increase in federal funding request may jeopardize funding for

MAYOR - COUNCIL MEMBER
STEPHEN M. WITT

COUNCIL MEMBERS
CHRIS GREENE
JAKE HILL, JR.
EUGENE JEFFERSON
TODD SAMPSON

CITY MANAGER
JOSEPH HELFENBERGER

CITY CLERK
AUDREY E. SIKES

CITY ATTORNEY
FRED KOBERLEIN, JR.

Ms. Hilary W. Maull
October 15, 2021
Page 2

the enclosed project (s). An application based on bids is expected to be submitted to the ADO by mid-June or the established deadline issued by your office.

Sincerely,



Michael D. Williams
Interim City Manager

Enclosures

cc: Florence Straugh, Airport Manager
Donna Whitney, FDOT District 2 Aviation Program Manager
Bradley J. Wente, Passero Associates



Federal Aviation Administration (FAA)
Orlando Airports District Office

Airport Grant Pre-application Checklist

(COMPLETE ONE CHECKLIST PER GRANT REQUEST)

Airport: Lake City Gateway Airport (LCQ)
 Sponsor: City of Lake City
 City, State: Lake City, Florida
 Date of Pre- Application: 10/18/2021

We do not plan on having a project this fiscal year. The FAA is authorized to carry our entitlements into the next fiscal year. (If checked, skip below pre-application checklist, sign/date and return to ADO)

Items Required with Pre-application (select N/A only if applicable to the project)

No.	Document	Yes	N/A
1.	Cover Letter	<input checked="" type="checkbox"/>	
2.	Detailed Project Information Sheet (per project item)	<input checked="" type="checkbox"/>	
a.	Project Description and Justification (for Planning or Environmental Projects include Scope of Work)	<input checked="" type="checkbox"/>	
b.	Special Circumstances	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c.	Project Funding (be aware of your federal funding entitlement dollars)	<input checked="" type="checkbox"/>	
d.	Project Cost Estimate	<input checked="" type="checkbox"/>	
e.	Project Preliminary Checklist	<input checked="" type="checkbox"/>	
f.	Proposed Project Schedule	<input checked="" type="checkbox"/>	
g.	Project Sketch	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3.	Environmental Determination Documentation (per project item)	<input checked="" type="checkbox"/>	

Michael D. Williams, Interim City Manager

Sponsor's Designated Official Representative (Type or Print)

Sponsor's Designated Official Representative (Signature)

10/14/2021

Date

The purpose of this checklist is to identify some of the requirements and considerations associated with requesting Airport Improvement Program (AIP) funds. This checklist was created by the Orlando ADO for Florida airport sponsors to submit in lieu of SF 424, 5100-100 / 101 (OMB 4040-004, 2120-0569) in order to simplify the AIP pre-application package. **Note SF 424 and the 5100 forms are still required components of the AIP APPLICATION package.**

Project No. 1 of 1: Detailed Project Information Sheet
Airport Improvement Program (AIP)

Airport : Lake City Gateway Airport (LCQ)
 City, ST: Lake City, Florida
 DUNS / TAX ID No. 020983110 / 59-6000352
 SAM Expiration Date: 09/16/2022
 Project Title: Reconfigure Existing Taxiway C; Rehabilitate Apron and Taxilanes
 (Construction)

Project Description:

Rehabilitation of approximately 350,000 sq. ft. of airport apron pavement. Realignment of Taxiway C connector from the terminal apron to create a 90-degree intersection with Runway 10-28. Propose shift of Taxiway C connector.

Project Justification:

The apron pavement condition ranges from a PCI of 28, very poor, to a PCI of 68, fair. Taxiway C currently crosses Taxiway A from the terminal apron area at an angle of 126°/54° and continues to Runway 10-28 intersecting at the same angle. FAA design standards require a 90-degree connection to Runway 10-28 and avoiding a direct connect from Apron to Runway 10-28.

Was this project in the airport's Capital Improvement Plan (CIP) in JACIP and accepted as eligible/justified in the FAA's Airport Capital Improvement Plan (ACIP)?

Yes No (explain below)

Special Circumstances (check if applicable to the project): [None]

- | | | |
|--|--|--------------------------|
| <input type="checkbox"/> Force Account Services | <input type="checkbox"/> Benefit Cost Analysis | <input type="checkbox"/> |
| <input type="checkbox"/> Mods. To Standards | <input type="checkbox"/> Design-build or CMR | <input type="checkbox"/> |
| <input type="checkbox"/> AIP eligible & non-eligible | <input type="checkbox"/> Exceeds FAA Stds. | <input type="checkbox"/> |

Project Funding: (LCQ Project #1 of 1) Reconfigure Existing Taxiway C; Rehabilitate Apron and Taxilanes (Construction)

Total Cost (100%)	FAA Share (90%)	State (8%)	Local (2%)
\$2,025,000.00	\$1,822,500.00	\$162,000.00	\$40,500.00

Type of Funding Proposed (FAA Share Only)			
Fund Type	Funds Available	Funds to be Used	Funds Remaining
NP Entitlement FY-2022	\$150,000.00	\$150,000.00	\$0.00
Discretionary	\$1,672,500.00	\$1,672,500.00	\$0.00
Total	\$1,822,500.00	\$1,822,500.00	\$0.00

Alternate Funding Plan: *None.*

Project Cost Estimate Breakdown: (LCQ Project #1 of 1)

Reconfigure Existing Taxiway C; Rehabilitate Apron and Taxilanes (Construction)		Cost (100%)	FAA (90%)
Construction:		\$1,820,000.00	\$1,638,000.00
Professional Consulting Services:			
Bidding, Construction Administration, QA Testing		\$205,000.00	\$184,500.00
		\$2,025,000.00	\$1,822,500.00
Total Estimated Project Cost (100%)		\$2,025,000.00	
Total FAA Share Cost (90%)			\$1,822,500.00

**NOTE: FAA does not participate on allowances / contingencies. By FAA policy, a line item for estimated administrative costs can be included in the grant application if the sponsor cannot accurately calculate the total administrative costs. However, these estimated administrative costs must not exceed 2% of the grant amount or \$10,000, whichever is less.*

Project Preliminary Checklist: (LCQ Project #1 of 1) Reconfigure Existing Taxiway C; Rehabilitate Apron and Taxilanes (Construction)

AIP Document Pre-requisites	Dates	
Date of FAA Approved ALP	2/00/2010	
Date of last 5010, Airport Master Record verification for data corrections.	4/22/2016	
Date of last FAA approved Exhibit "A" Property Inventory Map w/ Exhibit "C", Title of Opinion	6/00/1996	
Date of Environmental Determination	10/18/2021	
Date of last Airport Pavement Maintenance Program.	11/1/2019	
Date of Land Acquisition (if applicable)	N/A	
Impacts to FAA Facilities	Yes	No
Does the project impact FAA facilities?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Project #1 of 1: Reconfigure Existing Taxiway C; Rehabilitate Apron and Taxilanes (Construction)

PROPOSED PROJECT SCHEDULE

<u>Proposed Project Schedule:</u>	<u>Dates:</u> (Exact dates TBD)
Selection of Consultant (N/A)	08/21/2017
Pre-Application Submittal to FAA ADO Planner	10/18/2021
Pre-design Conference	10/7/2021
CSPP and Airspace Coordination in iOE/AAA ¹	03/00/2022
Completion of Plans, Specifications and Engineers Report	04/00/2022
Submit Plans and Specs to FAA ²	04/00/2022
Advertisement of Project for Bids	05/00/2022
Bid Opening	06/00/2022
Bid Tabulation Submittal and Recommendation of Award	06/00/2022
Application Submittal to FAA ADO Engineer	07/00/2022
Grant Offer	08/00/2022
Execution of FAA Grant	09/00/2022
Pre-construction Conference	10/00/2022
Notice to Proceed to Contractor ³	11/00/2022
Substantial Completion of Construction	03/00/2023
Final Inspection	04/00/2023
Project Close-Out ⁴	06/00/2023

= To be coordinated with the ADO Engineer prior to grant application submittal.

¹ Coordination of CSPP and airspace in iOE/AAA shall be completed / determined before grant application submittal. Refer to CSPP SOP 1.00 for CSPP project applicability requirements.

² For any construction grants, Plans / Specs & the Engineers Report must be submitted to the ADO PM for review and approval prior to bid advertisement in accordance with 2 CFR 200. Sponsor will be responsible for removing / prorating all non-AIP eligible bid items identified prior to grant execution.

³ Once all contract documents have been executed, the sponsor will issue a notice to proceed to the contractor. The sponsor must send a copy of the notice to proceed to the ADO PM.

⁴ Project shall remain on schedule as shown above. Note that closeout of an AIP grant must not exceed four (4) years after grant execution date. You may refer to the AIP Handbook - Chapter 5, Section 8, Grant Closeout for additional details.

ENGINEER'S ESTIMATE OF PROBABLE CONSTRUCTION COSTS

OWNER: CITY OF LAKE CITY
ENGINEER: PASSERO ASSOCIATES

PA# 20070044.0000

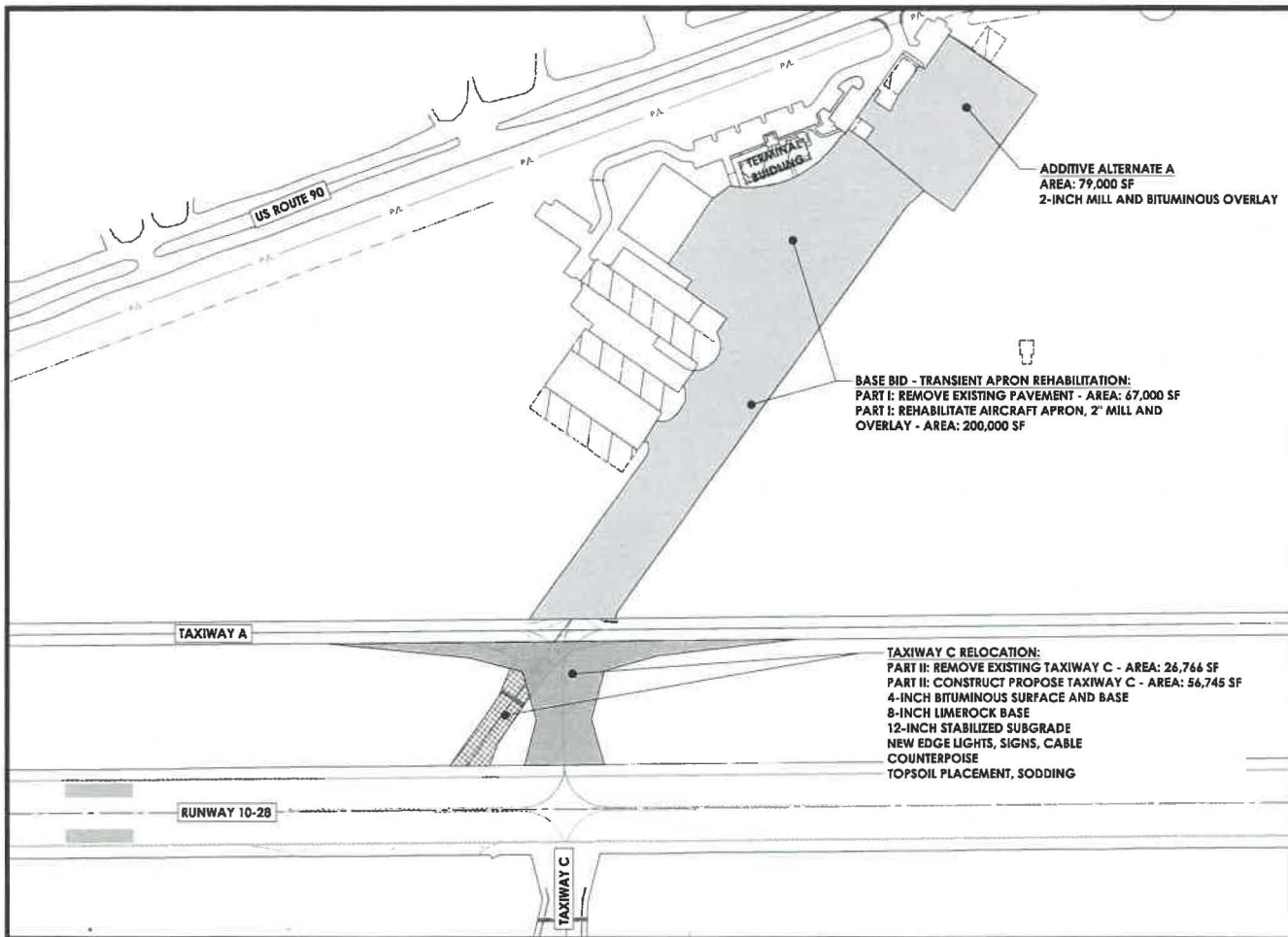
PART A - BASE BID - TRANSIENT AIRCRAFT APRON AND TAXIWAY REHABILITATION					
PAY ITEM NO.	DESCRIPTION	QUANTITY/ UNIT		UNIT PRICE	TOTAL
C-100-14.1	CONTRACTOR QUALITY CONTROL PROGRAM AND TESTING	1	LS	\$ 11,400.00	\$ 11,400.00
C-102-4.1	MAINTENANCE & PROTECTION OF TRAFFIC	1	LS	\$ 61,000.00	\$ 61,000.00
C-101-2.1	MOBILIZATION	1	LS	\$ 76,000.00	\$ 76,000.00
C-103-3.1	CONSTRUCTION PROGRESS AERIAL PHOTOS	1	LS	\$ 2,500.00	\$ 2,500.00
C-126-8.1	PROJECT SURVEY AND STAKEOUT	1	LS	\$ 10,000.00	\$ 10,000.00
P-101.5.1	SAWCUTTING PAVEMENT	1,500	LF	\$ 5.00	\$ 7,500.00
P-101-5.2	2-INCH PAVEMENT MILLING	30,800	SY	\$ 6.00	\$ 184,800.00
P-401-8.1	2-INCH ASPHALT SURFACE COURSE	3,500	TON	\$ 150.00	\$ 525,000.00
P-603-5.1	BITUMINOUS TACK COAT	3,080	GAL	\$ 5.00	\$ 15,400.00
P-620-5.3	RUNWAY & TAXIWAY MARKING	10,000	SF	\$ 3.00	\$ 30,000.00
SUBTOTAL SCHEDULE A:					\$ 930,000.00
ADDITIVE ALTERNATE A - NORTH APRON REHABILITATION					
C-100-14.1	CONTRACTOR QUALITY CONTROL PROGRAM AND TESTING	1	LS	\$ 11,400.00	\$ 11,400.00
C-102-4.1	MAINTENANCE & PROTECTION OF TRAFFIC	1	LS	\$ 14,000.00	\$ 14,000.00
C-101-2.1	MOBILIZATION	1	LS	\$ 18,000.00	\$ 18,000.00
C-103-3.1	CONSTRUCTION PROGRESS AERIAL PHOTOS	1	LS	\$ 2,500.00	\$ 2,500.00
C-126-8.1	PROJECT SURVEY AND STAKEOUT	1	LS	\$ 10,000.00	\$ 10,000.00
P-101.5.1	SAWCUTTING PAVEMENT	1,500	LF	\$ 5.00	\$ 7,500.00
P-101-5.2	2-INCH PAVEMENT MILLING	7,600	SY	\$ 6.00	\$ 45,600.00
P-401-8.1	2-INCH ASPHALT SURFACE COURSE	900	TON	\$ 150.00	\$ 135,000.00
P-603-5.1	BITUMINOUS TACK COAT	760	GAL	\$ 5.00	\$ 3,800.00
P-620-5.3	RUNWAY & TAXIWAY MARKING	2,500	SF	\$ 3.00	\$ 7,500.00
SUBTOTAL SCHEDULE A:					\$ 260,000.00
PART A - BASE BID, ADD ALT A - TOTAL (PART A)					\$ 1,190,000.00
CONSTRUCTION ADMIN & OBSERVATION, INCLUDING QA TESTING:					\$ 140,000.00
SUB-TOTAL (PART A)					\$ 1,330,000.00

ENGINEER'S ESTIMATE OF PROBABLE CONSTRUCTION COSTS

OWNER: CITY OF LAKE CITY
ENGINEER: PASSERO ASSOCIATES

PA# 20070044.0000

PART B - TAXIWAY C REALIGNMENT / RECONSTRUCTION					
PAY ITEM NO.	DESCRIPTION	QUANTITY/ UNIT		UNIT PRICE	TOTAL
C-100-14.1	CONTRACTOR QUALITY CONTROL PROGRAM AND TESTING	1	LS	\$ 15,300.00	\$ 15,300.00
C-102-5.1	TEMPORARY AIR AND WATER POLLUTION, SOIL EROSION, AND SILTATION CONTROL	1	LS	\$ 5,000.00	\$ 5,000.00
C-105-6.1	MOBILIZATION	1	LS	\$ 51,000.00	\$ 51,000.00
C-106-4.1	MAINTENANCE & PROTECTION OF TRAFFIC	1	LS	\$ 46,000.00	\$ 46,000.00
C-107-3.1	CONSTRUCTION PROGRESS AERIAL PHOTOS	1	LS	\$ 2,500.00	\$ 2,500.00
C-109-3.1	ENGINEER'S FIELD OFFICE	4	MO	\$ 1,200.00	\$ 4,800.00
P-101-5.1	PAVEMENT REMOVAL	3,000	SY	\$ 5.00	\$ 15,000.00
P-152-4.1	STRIPPING EXCAVATION	1,990	SY	\$ 10.00	\$ 19,900.00
P-152-4.5	EMBANKMENT IN PLACE, 15"	900	CY	\$ 30.00	\$ 27,000.00
P-160-8.3	12-INCH SUBGRADE STABILIZATION	6,400	SY	\$ 5.00	\$ 32,000.00
P-211-5.1	8-INCH LIMEROCK BASE COURSE	6,400	SY	\$ 12.00	\$ 76,800.00
P-401-8.1	2-INCH, ASPHALT SURFACE COURSE	750	TON	\$ 150.00	\$ 112,500.00
P-401-8.2	2-INCH, ASPHALT BASE COURSE	750	TON	\$ 125.00	\$ 93,750.00
P-602-5.1	PRIME COAT	1,900	GAL	\$ 5.00	\$ 9,500.00
P-603-5.1	TACK COAT	640	GAL	\$ 5.00	\$ 3,200.00
P-620-5.1	PAVEMENT MARKING ERADICATION	1,000	SF	\$ 3.00	\$ 3,000.00
P-620-5.3	PERMANENT RUNWAY & TAXIWAY MARKING	1,222	SF	\$ 2.00	\$ 2,444.00
D-701-5.1	24-INCH REINFORCED CONCRETE PIPE	125	LF	\$ 100.00	\$ 12,500.00
D-751-5.3	MITERED END SECTION	2	EA	\$ 2,500.00	\$ 5,000.00
T-904-5.1	SODDING	3,650	SY	\$ 4.00	\$ 14,600.00
T-905-5.2	TOPSOILING	300	CY	\$ 20.00	\$ 6,000.00
L-108-5.2	1/C NO. 8 AWG 5KV L-824 TYPE C CABLE, INSTALLED IN EXISTNG OR NEW CONDUIT	1,567	LF	\$ 4.00	\$ 6,268.00
L-108-5.3	NO. 6 AWG, SOLID, BARE COUNTERPOISE WIRE INSTALLED IN TRENCH INCLUDING BACKFILL, GROUND RODS AND GROUND CONNECTORS	1,297	LF	\$ 2.50	\$ 3,242.50
L-110-5.1	CONCRETE ENCASED DUCT BANK	140	LF	\$ 90.00	\$ 12,600.00
L-110-5.2	2-INCH PVC CONDUIT	1,500	LF	\$ 6.00	\$ 9,000.00
L-125-5.1	L-861 ELEVATED MEDIUM INTENSITY LED TAXIWAY EDGE LIGHT ON NEW L-867B LIGHT CAN, INCLUDING TRANSFORMER AND CONNECTIONS	20	EA	\$ 1,200.00	\$ 24,000.00
L-125-5.2	SIZE 2, MODE 2, STYLE 2 LED LIGHTED SIGN ON NEW CONCRETE BASE	2	EA	\$ 7,500.00	\$ 15,000.00
PART B - TAXIWAY C REALIGNMENT					\$ 630,000.00
CONSTRUCTION ADMIN & OBSERVATION, INCLUDING QA TESTING (PART B):					\$ 65,000.00
SUB-TOTAL (PART B)					\$ 695,000.00
ENGINEER'S OPINION OF PROBABLE COST: TOTAL OF PART A AND B:					\$ 2,025,000.00



PA
PASSEIRO ASSOCIATES
engineering architecture

100' 0 100'

SUMMARY
CIP FY 2021

OWNER
LAKE CITY, FLORIDA, U.S.A.

PROJECT
LAKE CITY GATEWAY AIRPORT (LCQ)

3524 U.S. Highway 90
Lake City, Florida 32055

Passero Associates
6782 Cass Circle West, Suite 200
St. Augustine, FL 32086 (904) 787-4166

Project Manager: Bradley J. Wankle, P.E.
Prepared By: Bruce C. Bentley, II
www.passero.com

DATE
OCTOBER 2020

PROJECT NUMBER
20070044.0000

DRAWING NUMBER
1

GRANT
PRE-APPLICATION
EXHIBIT

**FAA ORLANDO AIRPORTS DISTRICT OFFICE – CATEGORICAL EXCLUSION (CATEX)
SHORT FORM**

Airport: Lake City Gateway Airport (LCQ) Project Title: Reconfigure Existing Taxiway C, Rehab Apron & Taxiways (Const)

Use this CATEX Short Form if the Proposed Action is a federal action subject to NEPA and normally would not individually or cumulatively have a significant effect on the human environment. **Identify the applicable paragraph on the line below from FAA Order 1050.1F, paragraphs 5-6.1 through 5-6.6 for the Proposed Action.**

FAA Order 1050.1F, paragraph 5-6.1(o).

List all components of the Proposed Action and Connected Actions (if any) on a separate sheet. *A CATEX should not be used for a segment or an interdependent part of a larger proposed action.* **Include** a summary of existing conditions at the Proposed Action site. **Attach** a site map identifying the Proposed Action area on the airport's current ALP and a recent aerial of the Proposed Action area.

Certify that the Proposed Action and Connected Actions are **NOT** likely to have extraordinary circumstances or significant impacts. Significance thresholds and factors to consider are in FAA Order 1050.1F Exhibit 4-1. Extraordinary circumstances are listed in FAA Order 1050.1F paragraph 5-2, and summarized below:

- An adverse effect on cultural resources protected under the National Historic Preservation Act of 1966, as amended, 54 U.S.C. §300101 et seq.;
- An impact on properties protected under Section 4(f);
- An impact on natural, ecological, or scenic resources of Federal, state, tribal, or local significance (e.g., federally listed or proposed endangered, threatened, or candidate species, or designated or proposed critical habitat under the Endangered Species Act, 16 U.S.C. §§ 1531-1544);
- An impact on the following resources: resources protected by the Fish and Wildlife Coordination Act, 16 U.S.C. §§ 661-667d; wetlands; floodplains; coastal zones; national marine sanctuaries; wilderness areas; National Resource Conservation Service-designated prime and unique farmlands; energy supply and natural resources; resources protected under the Wild and Scenic Rivers Act, 16 U.S.C. §§ 1271-1287, and rivers or river segments listed on the Nationwide Rivers Inventory (NRI); and solid waste management;
- A division or disruption of an established community, or a disruption of orderly, planned development, or an inconsistency with plans or goals that have been adopted by the community in which the project is located;
- An increase in congestion from surface transportation (by causing decrease in level of service below acceptable levels determined by appropriate transportation agency, such as a highway agency);
- An impact on noise levels of noise sensitive areas;
- An impact on air quality or violation of Federal, state, tribal, or local air quality standards under the Clean Air Act, 42 U.S.C. §§ 7401-7671q;
- An impact on water quality, sole source aquifers, a public water supply system, or state or tribal water quality standards established under the Clean Water Act, 33 U.S.C. §§ 1251-1387, and the Safe Drinking Water Act, 42 U.S.C. §§ 300f-300j-26;
- Impacts on the quality of the human environment that are likely to be highly controversial on environmental grounds. The term "highly controversial on environmental grounds" means there is a substantial dispute involving reasonable disagreement over the degree, extent, or nature of a proposed action's environmental impacts or over the action's risks of causing environmental harm.
- Likelihood to be inconsistent with any Federal, state, tribal, or local law relating to the environmental aspects of the proposed action; or
- Likelihood to directly, indirectly, or cumulatively create a significant impact on the human environment, including, but not limited to, actions likely to cause a significant lighting impact on residential areas or commercial use of business properties, likely to cause a significant impact on the visual nature of surrounding land uses, likely to cause environmental contamination by hazardous materials, or likely to disturb an existing hazardous material contamination site such that new environmental contamination risks are created.

Based on the information in this Short Form CATEX and supporting information, I certify that the Proposed Action and Connected Actions meet(s) all requirements for a CATEX in accordance with FAA Order 1050.F and do not have any extraordinary circumstances or significant impacts.

Signature of Authorized Airport Representative

Date

FAA Determination (signature of Program Manager):

Categorically Excluded: _____ Date: _____

Requires further environmental analysis: _____ Date: _____

CATEGORICAL EXCLUSION ENVIRONMENTAL DETERMINATION CHECKLIST

Airport: Lake City Gateway Airport (LCQ)

Prepared and certified by: Passero Associates, LLC

Date: 10/18/2021

	YES**	NO	COMMENTS
THE PROPOSED ACTION MUST BE LISTED IN FAA ORDER 1050.1F PARAS. 5-6.1-5-6.6 AS AN ACTION THAT WOULD NORMALLY BE CATEGORICALLY EXCLUDED			CatEx under FAA Order 1050.1F, paragraph 5-6.1(o)
THE PROPOSED ACTION CONSISTS OF:			
Helicopter facilities or operations		x	
Land acquisition		x	
New airport serving general aviation		x	
Access or service road construction		x	
New airport location		x	
New runway		x	
Runway extension, strengthening, reconstruction, resurfacing or widening		X	
Converting prime or unique farmland		x	
Runway Safety Area (RSA) improvements		x	
ILS or ALS installation		x	
Airport development (hangars, terminal expansion)		x	
On-airport aboveground or underground fuel storage tanks		x	
Construction, reconstruction, or relocation of an ATCT		x	
THE PROPOSED ACTION WILL AFFECT:			
Historic/Archeological/Cultural Resources		x	
Section 4(f) or 6(f) resources		x	
Federally listed, endangered, threatened, or candidate species, or designated/proposed critical habitat		X	
Federal, state, tribal, or local natural, ecological, or scenic resources		X	
Wetlands, floodplains, waterways		x	
Energy supply or natural resources		x	
Protected rivers or river segments		x	
Established community(s), planned development, or plans/goals adopted by the local community		X	
Surface vehicular traffic (reduce LOS)		x	
Air quality or violate Federal, state, tribal or local standards		x	
Water quality, a sole source aquifer, public water supply system, or federal, state, or tribal water quality standards		X	
THE PROPOSED ACTION IS LIKELY TO:			
Be Highly Controversial on Environmental Grounds		x	
Be Inconsistent with Federal, state, tribal, or local law relating to environmental aspects		X	
Cause residential or business relocations		x	
Increase noise levels over Noise Sensitive Land Uses within the 65 dBA noise contour or newly include Noise Sensitive Land Uses within the 65 dBA noise contour.		X	
Cause Environmental Justice Impacts		x	
Contain Hazardous Materials or Affect Hazardous Materials/Sites		X	
Create a Wildlife Hazard per AC 150/5200-33		x	
Increase lighting impacts on residential communities or impact the visual nature of surrounding land uses		X	

** Attach detailed explanations or analysis for all "yes" answers on a separate sheet that supports a Categorical Exclusion determination.

File Attachments for Item:

22. City Council Resolution No. 2021-162 A resolution of the City Council of the City of Lake City, Florida, authorizing the execution of an agreement with Xylem Water Solutions U.S.A., Inc.; providing for updates and the refurbishment of an existing ozone generator at the Price Creek Water treatment facilities; providing for a price not-to-exceed \$124,770.00; providing for an exception to the competitive procurement of the commodity; and providing for an effective date.

CITY COUNCIL RESOLUTION NO. 2021-162

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH XYLEM WATER SOLUTIONS U.S.A., INC.; PROVIDING FOR UPDATES AND THE REFURBISHMENT OF AN EXISTING OZONE GENERATOR AT THE PRICE CREEK WATER TREATMENT FACILITIES; PROVIDING FOR A PRICE NOT-TO-EXCEED \$124,770.00; PROVIDING FOR AN EXCEPTION TO THE COMPETITIVE PROCUREMENT OF THE COMMODITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Lake City, Florida, (hereinafter the "City") has identified a need to refurbish and upgrade an ozone generator at the Price Creek Water Treatment Plant (hereinafter the "Facilities"); and

WHEREAS, the city administration requires appropriate equipment to undertake and complete the various needs placed upon the City and Facilities; 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, unless an exemption applies; and

WHEREAS, the city administration has identified Xylem Water Solutions U.S.A., Inc. (hereinafter "Xylem") as the exclusive provider for the Facilities needed which meets the sole source exemption to the competitive procurement required by section 2-178, Code of the City of Lake City, Florida; and

WHEREAS, the city administration recommends that the procurement award be awarded to Xylem at a price of one hundred twenty-four thousand, seven hundred seventy dollars and zero cents (\$124,770.00) (hereinafter the "Contract Price"); and

WHEREAS, the City Council finds that it is in the City's best interest to award the procurement contract to Xylem pursuant to the terms, provisions, conditions, and requirements of the City's standard purchasing order (hereinafter the "Contract").

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

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

Section 2. Xylem is awarded the procurement contract as the sole source provider and in accordance with the referenced Contract.

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

[Remainder of this page intentionally left blank.]

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

PASSED AND ADOPTED at a meeting of the City Council this ____ day of
November 2021.

CITY OF LAKE CITY, FLORIDA

By: _____
Stephen M. Witt, Mayor

ATTEST

APPROVED AS TO FORM AND
LEGALITY:

By: _____
Audrey E. Sikes, City Clerk

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

Meeting Date

City of Lake City Report to Council

AGENDA	
Section	
Item No.	

**SUBJECT: Ozone
Generator 1
Refurbishment
DEPT. / OFFICE:
Utilities Water
Treatment Plant**

Originator:		
Michael Osborn City Manager Mike Williams	Department Director Paul Dyal	Date 10/11/21
Recommended Action: Ozone Generator Refurbishment		
Summary Explanation & Background: Line item 410.72.536-060.64 contains money for the second Ozone Generator Refurbishment. Would like approval to get process started.		
Alternatives None Water treatment depends on it to maintain FDEP standards and stay in compliance.		
Source of Funds: 410.72.536-060.64		
Financial Impact: \$124,770.00 all ready budgeted for this fiscal year.		
Exhibits Attached: See Attached		

**City of Lake City
Procurement**
205 N Marion Avenue
Lake City, FL 32055
Phone (386) 719-5816 or 719-5818
Fax (386) 755-6112
procurement@lcfla.com

The following number must appear on all related correspondence, shipping papers, and invoices:

Ship To
City of Lake City
144 SE Ozone Loop
Lake City, FL 32025

Purchase Order
No. 2022-00000126

10/20/21

Vendor 11997 XYLEM WATER SOLUTIONS U S A INC

Originator Mike Osborn
Resolution Number
Freight Terms

Contact
DAVID WILLIAMS
14125 SOUTH BRIDGE CIRCLE
CHARLOTTE, NC 28273

Tax Exempt # 85-8012621613C-9

Please visit <http://procurement.lcfla.com> for standard terms and conditions.

Quantity	U/M	Part Number	Description	Unit Cost	Total Cost
1.0000	Each		30 day receipt	\$37,431.0000	\$37,431.00
		<i>Item Description</i>	30 day receipt		
1.0000	Each		30 days from shipment	\$74,862.0000	\$74,862.00
		<i>Item Description</i>	30 days from shipment		
1.0000	Each		after install	\$12,477.0000	\$12,477.00
		<i>Item Description</i>	after install		

Total Due \$124,770.00

Special Instructions

File Attachments for Item:

23. City Council Resolution No. 2021-163 - A resolution of the City Council of the City of Lake City, Florida, authorizing the execution of an agreement with Computers at Work!, Inc., doing business as vTech io, Inc.; providing for the purchase of equipment and software to enhance the Lake City Police Departments network systems and information technology infrastructure; providing for a payment amount not-to-exceed \$102,947.00; and providing for an effective date.

CITY COUNCIL RESOLUTION NO. 2021-163

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH COMPUTERS AT WORK!, INC., DOING BUSINESS AS vTECH io, INC.; PROVIDING FOR THE PURCHASE OF EQUIPMENT AND SOFTWARE TO ENHANCE THE LAKE CITY POLICE DEPARTMENT'S NETWORK SYSTEMS AND INFORMATION TECHNOLOGY INFRASTRUCTURE; PROVIDING FOR A PAYMENT AMOUNT NOT-TO-EXCEED \$102,947.00; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Lake City, Florida (hereinafter the "City"), by and through the Lake City Police Department (hereinafter the "LCPD"), desires to procure equipment manufactured by Dell Marketing, LP, to enhance the LCPD's network systems and information technology infrastructure; and

WHEREAS, Section 2-178(g)(1) of the City Code permits the City to enter into agreements for the acquisition of equipment and services that have been competitively procured by other agencies, also known as "piggybacking"; and

WHEREAS, the City desires to procure equipment and software, to enhance the LCPD's network systems and information technology infrastructure, from Computers at Work!, Inc., doing business as vTech io, Inc. (hereinafter "vTech io"), utilizing existing contract prices provided to the State of Florida, Department of Management Services (hereinafter "DMS"), pursuant to its Participating Addendum No: 432311500-WSCA-15-ACS, through a Master Agreement between vTech io and Minnesota Materials Management Division, administered by the State of Minnesota and WSCA-NASPO Cooperative Procurement Program (Contract No: MNWNC-101); and

WHEREAS, the City desires to purchase the equipment and software from vTech io on the same, or more advantageous, terms, conditions, and pricing provided under the Participating Addendum; and

WHEREAS, the City has determined that the Master Agreement and Participating Addendum meet the requirements of Section 2-178(g)(1), City Code,

and is an acceptable agreement upon which the City and vTech io may establish a piggyback agreement; and

WHEREAS, vTech io agrees to extend the same, or more advantageous, terms, conditions, and pricing of the Master Agreement and Participating Addendum to the City, further identified in the attached 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 hereby made a part of this resolution.

Section 2. The City is hereby authorized to execute the Contract with Computers at Work!, Inc., d/b/a vTech io, Inc.

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

[The remainder of the page has been left blank intentionally.]

Section 4. This resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED at a meeting of the City Council this ____ day of November 2021.

CITY OF LAKE CITY, FLORIDA

By: _____
Stephen M. Witt, Mayor

ATTEST

APPROVED AS TO FORM AND
LEGALITY:

By: _____
Audrey E. Sikes, City Clerk

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

**CONTRACT BETWEEN CITY OF LAKE CITY, FLORIDA AND
COMPUTERS AT WORK!, INC. D/B/A VTECH IO, INC. FOR
COMPUTER EQUIPMENT AND SOFTWARE**

THIS CONTRACT made and entered into this ____ day of November, 2021, by and between the CITY OF LAKE CITY, FLORIDA, a municipal corporation, having a mailing address of 205 North Marion Avenue, Lake City, Florida 32055 (herein referred to as "City") and COMPUTERS AT WORK!, INC. D/B/A vTECH io, INC., having a mailing address of 2338 Immokalee Rd., Ste. 151, Naples, FL 34110 (herein referred to as "Contractor").

WHEREAS, the City by and through the Lake City Police Department (hereinafter the "LCPD"), desires to procure equipment manufactured by Dell Marketing, LP, to enhance the LCPD's network systems and information technology infrastructure; and

WHEREAS, Section 2-178(g)(1) of the City Code permits the City to enter into agreements for the acquisition of equipment and services that have been competitively procured by other agencies, also known as "piggybacking"; and

WHEREAS, the City desires to procure equipment and software, to enhance the LCPD's network systems and information technology infrastructure, from Contractor, utilizing existing contract prices provided to the State of Florida, Department of Management Services (hereinafter "DMS"), pursuant to its Participating Addendum No: 432311500-WSCA-15-ACS, through a Master Agreement between Contractor and Minnesota Materials

Management Division, administered by the State of Minnesota and WSCA-NASPO Cooperative Procurement Program (Contract No: MNWNC-101); and

WHEREAS, the City desires to purchase the equipment and software from Contractor on the same, or more advantageous, terms, conditions, and pricing provided under the Participating Addendum; and

WHEREAS, the City has determined that the Master Agreement and Participating Addendum meet the requirements of Section 2-178(g)(1), City Code, and is an acceptable agreement upon which the City and Contractor may establish a piggyback agreement; and

WHEREAS, Contractor agrees to extend the same, or more advantageous, terms, conditions, and pricing of the Master Agreement and Participating Addendum to the City.

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

1. **Recitals**: The above recitals are all true and accurate and are incorporated herein and made a part of this Contract.

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

(a) "CITY" means the City Council of the City of Lake City, Florida,

and any official and/or employee thereof who shall be duly authorized to act on the City's behalf relative to this Contract.

(b) "CONTRACT" means the terms, conditions, and covenants expressed herein in addition to all the terms, conditions, and covenants of this Contract; and the Master Agreement; and the Participating Addendum, including all addendum, attachments, and "general conditions", all of which are incorporated herein and made an essential part of this agreement between the parties and available through the procuring agencies mentioned above. Except as otherwise stated herein, the terms and conditions of the Participating Addendum shall constitute the terms and conditions of this Contract.

(c) "CONTRACTOR" means COMPUTERS AT WORK!, INC. D/B/A vTECH io, 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 or work of sub-contractors, required under the covenants, terms, and provisions contained in this Contract and any and all amendments to this Contract.

(d) "SERVICES" means the providing of the equipment, and any related services, identified in the attached pricing proposal and Contract documentation, to be provided by Contractor.

(e) "SUB-CONTRACTOR" means any individual or firm offering professional services which is engaged by the Contractor or one of its sub-contractors in providing and performing the professional services,

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

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

3. **Engagement of Contractor:** City hereby engages Contractor to provide City with the equipment and services identified herein and within the attached pricing proposal.

4. **Order of Precedence in the Event of Conflict:** The documents listed in the definition of "CONTRACT" are a part of this Contract and are hereby incorporated by reference. In the event of inconsistency between the documents, unless otherwise provided herein, the terms of the following documents shall govern in the following order of precedence:

(a) Terms and Conditions as expressly set forth in this Contract.

(b) Terms and Conditions as expressly set forth in the Participating Addendum.

(c) Terms and Conditions as expressly set forth in the Master Agreement.

5. **Term of Contract:** The Contractor shall fully provide all services upon receipt of payment from the City.

6. **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 Quote which is a total of one hundred two thousand four hundred ninety-seven dollars and zero cents (\$102,497.00). One payment shall be made to Contractor upon receipt of Contractor's one invoice which shall be submitted at the completion and acceptance of the Contractor's work. City reserves the right to withhold an amount City deems necessary to pay any claims for labor and services rendered and materials provided to Contractor or sub-Contractor in furtherance of this Contract.

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. This indemnity provision shall survive the termination or expiration of the Contract until such time as any and all claims arising under the Contract have been resolved regardless of when such claims are made.

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. **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.

10. **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.

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

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

City Clerk, City of Lake City
205 North Marion Avenue
Lake City, Florida 32055
1-386-752-2031

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.

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

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

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

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

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

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

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

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

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

13. **Entire Agreement:** Incorporated herein, and made a part hereof, is the Contractor's Quote. With those incorporations, this Contract constitutes the entire agreement between City and Contractor and supersedes all prior written or oral understandings. Should any term or condition of the documents referenced within this paragraph be found to conflict with a term or condition of this contract the term or condition of this contract shall prevail and be binding. This Contract may only be amended, supplemented, modified, or canceled by a duly executed written instrument adopted by resolution.

14. **Effective and Binding:** This Contract shall not become effective or binding upon City unless and until the City Council of City shall have authorized the execution of this Contract by the adoption of an official resolution.

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

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

CITY OF LAKE CITY, FLORIDA

By: _____
Stephen M. Witt
Mayor

ATTEST:

Approved as to form and legality:

By: _____
Audrey Sikes, City Clerk

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

**COMPUTERS AT WORK!, INC.
D/B/A vTECHio, INC.**

ATTEST:

By: _____

Witness' Title & Name

By: _____
David W. Peterson, Director



2338 Immokalee Rd. #151
 Naples, FL 34110
 Phone: (239) 514-2888
 Fax: (239) 236-2232

www.vTECHio.com

PROPOSAL CAWQ21447

Sep 1, 2021

Prepared For:	Ship To:	Presented By:
City of Lake City Preston O'Steen 205 N. Marion Ave. Lake City, FL 32055 United States Phone Email osteenp@lcfla.com	City of Lake City Preston O'Steen 205 N. Marion Ave. Lake City, FL 32055 United States	Alex Charwin alex.charwin@vtechio.com 850-982-1665 To accept this proposal, sign here and return: _____ Date: _____ Customer Purchase Order Number: _____

Please review quote for shipping address and accuracy of each item BEFORE placing order. **Terms:** Net 45 Days

Line #	Description	Product #	Unit Price	Qty	Ext. Price
1	Dell Latitude 5424 Rugged, CTO	210-AQPY	\$2,058.94	50	\$102,947.00
	Estimated delivery if purchased today: Oct. 11, 2021				
	8th Gen Intel Core i5-8350U Processor (Quad Core, 6M Cache, 1.7GHz, 15W, vPro)	379-BDHC			
	Windows 10 Pro English, French, Spanish	619-AHKN			
	No Microsoft Office License Included – 30 day Trial Offer Only	658-BCSB			
	Intel Core i5-8350U Processor Base with AMD Radeon RX540 Graphics 128 Bit	338-BPVJ			
	No Out-of-Band Systems Management - vPro Disabled	631-ABWH			
	16GB, 2x8GB, 2400MHz DDR4 Non-ECC	370-AGKD			
	No Additional Hard Drive	401-AADF			
	M.2 256GB PCIe NVMe Class 40 Solid State Drive	400-BBTW			
	14" FHD WVA (1920 x 1080) Anti-Glare Non-Touch	391-BDXO			
	Dell Top Case and Palmrest without Security	346-BEVG			
	Regulatory Label for Keyboard	389-DOPO			
	Sealed Internal RGB Backlit English Keyboard	580-ABYR			
	Intel Dual Band Wireless AC 8265 (802.11ac) 2x2 + Bluetooth 4.2 Driver	555-BEPE			
	Intel Dual Band Wireless AC 8265 (802.11ac) 2x2	555-BDGD			
	WLAN Bracket	575-BBYW			
	No Mobile Broadband Card	362-BBBB			
	3 Cell 51Whr 3-Year Limited Hardware Warranty ExpressCharge Capable Primary Battery	451-BCOQ			
	90 Watt AC Adapter	492-BCNQ			
	No Anti-Virus Software	650-AAAM			
	OS-Windows Media Not Included	620-AALW			
	E5 US Power Cord	537-BBBD			
	Setup and Features Guide	340-CHMZ			
	Factory Installed Rigid handle tied sku	540-BCIH			

Line #	Description	Product #	Unit Price	Qty	Ext. Price
	US Order	332-1286			
	3 Cell 51Whr 3-Year Limited Hardware Warranty ExpressCharge Capable Secondary Battery	451-BCOR			
	SERI Guide (English/Spanish)	340-AGIN			
	Regulatory Label included	389-BEYY			
	TPM Enabled	340-AJPV			
	System Driver, Dell Latitude 5424	640-BBRP			
	Dell Developed Recovery Environment	658-BCUV			
	Shuttle SHIP Material	328-BCXL			
	Directship Info Mod	340-CKTD			
	Intel(R) Core(TM) i5 Processor Label	389-BLSV			
	No Option Included	340-ACQQ			
	CMS Software not included	632-BBBJ			
	No Resource USB Media	430-XXYG			
	ENERGY STAR Qualified	387-BBNJ			
	BTO Standard shipment Air	800-BBGF			
	No UPC Label	389-BDCE			
	No Additional IO Ports	590-TEYX			
	No Additional Hard Drive	401-AA DF			
	Primary HD Only, 5424	590-TEYH			
	No Optical Drive	429-AAYP			
	No Option Included	340-ACQQ			
	RGB Camera	319-BBFN			
	No PCMCIA Card or Express Card Reader	590-TEZB			
	No AutoPilot	340-CKSZ			
	ProSupport: Next Business Day Onsite, 3 Years	808-6784			
	Dell Limited Hardware Warranty Initial Year	808-6805			
	ProSupport: 7X24 Technical Support, 3 Years	808-6809			
	Thank you choosing Dell ProSupport. For tech support, visit //support.dell.com/ProSupport	989-3449			

State Contract Number 43211500-WSCA-15-ACS and Contract Code WN08AGW/ C000000010853

State Contract

Line #	Description	Product #	Unit Price	Qty	Ext. Price
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Recurring :	Totals :
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Your investment in addition to the Grand Total:

- \$0.00 Billed Monthly*
- \$0.00 Billed Quarterly*
- \$0.00 Billed Annually*



www.vTECHio.com

Subtotal	\$102,947.00
Tax	\$0.00
Shipping	\$0.00
Grand Total	\$102,947.00

Pricing, Taxes, and Additional Information

All product, pricing, and other information is valid for U.S. customers and U.S. addresses only, and is based on the latest information available and may be subject to change. vTechio reserves the right to cancel quotes and orders arising from pricing or other errors. Sales tax on products shipped is based on your "Ship To" address. Please indicate any tax-exempt status on your PO, and email your exemption certificate to DJ.peterson@vtechio.com . Note: All tax quoted above is an estimate; final taxes will be listed on the invoice. If you have any questions regarding tax please send an e-mail to DJ.peterson@vtechio.com

For certain products shipped to end-users in California, a State Environmental Fee will be applied to your invoice.***A 3.5% convenience fee will be charge for credit card purchases*** By signing this quote you acknowledge having read and agree to be bound by such terms.

MEETING DATE
10-4-21

CITY OF LAKE CITY

Report to Council

COUNCIL AGENDA	
SECTION	
ITEM NO.	

SUBJECT: Police Department Laptop Justification
Revised after 10-18-21 Council Meeting

DEPT / OFFICE: Police

Originator: Chief Argatha Gilmore 		
City Manager Interim City Manager: Mike Williams	Department Director Chief Argatha Gilmore	Date 9-16-21

Recommended Action:
Request approval for amended budget item in FY22.

<u>Description</u>	<u>Unit Price</u>	<u>Quantity</u>	<u>Ext. Price</u>
Dell Latitude 5424 Rugged CTO	\$2058.94	50	\$102,947.00

Summary Explanation & Background:

On Tuesday, August 31, 2021, City IT personnel notified the Lake City Police Department Administration that during SmartCop system checks, IT determined the current laptops used by the Police Department did not meet the specifications needed to efficiently run both SmartCop as well as other necessary applications. IT confirmed with SmartCop that recommended laptop specifications are not currently being met, which has resulted in a less than optimized system with the inability to add any additional functionality to the department vehicles, including Automated License Plate Readers. The current laptops are between 4-5 years old and provide slow performance at times due to the specification mismatch. If additional strain was put on the laptops, it would cause instability resulting in reboots, crashes, freezing, and other abnormalities that would cause potential issues to officers in the field.

To bring the Police Department laptops into compliance with SmartCop standards, as well as to provide enough additional processing power to run other needed applications on the laptops, quotes were obtained for replacement of 50 laptops to cover the entirety of the department's needs. The quoted laptops meet SmartCop needs, as well as being able to handle additional applications needed now and in the future. In addition to bringing the equipment up to standards, the new hardware will alleviate the general slowness reported in the past by officers, and allow IT to implement new functionality over time to aid the department.

Alternatives: Continued use of outdated laptops will cause instability with the laptops resulting in reboots, crashes, freezing, and other abnormalities that would cause potential issues to officers in the field.

Source of Funds: **OPTIONS:** Per Interim City Manager Mike Williams, after discussion with Chief Gilmore and review of current year budget, it is too early in current budget year to move money from other accounts for this purchase. Therefore, funding for the laptops should come from contingency funds. Later in the year, Quarter 3 or 4 of FY 22, re-look budget to potentially recoup all or portion of the funds back into contingency.

1. Salary account funds transfer to Capital Outlay Machinery and Equipment in FY 22.
2. CARES Act Funds

Financial Impact:
\$102,947.00

Exhibits Attached:

vTECHio proposal received from City of Lake City's IT Department

File Attachments for Item:

24. City Council Resolution No. 2021-164 - A resolution of the City Council of the City of Lake City, Florida, authorizing the execution of the State Highway Lighting Maintenance, and Compensation Agreement with the State of Florida, Department of Transportation; providing for the terms and conditions of maintenance of the state facilities to be maintained by the City; providing for the acceptance of \$158,290.11, for the initial year of the seven year term of the agreement; providing for annual adjustments in compensation; and establishing an effective date.

CITY COUNCIL RESOLUTION NO. 2021-164

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AUTHORIZING THE EXECUTION OF THE STATE HIGHWAY LIGHTING, MAINTENANCE, AND COMPENSATION AGREEMENT WITH THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION; PROVIDING FOR THE TERMS AND CONDITIONS OF MAINTENANCE OF THE STATE FACILITIES TO BE MAINTAINED BY THE CITY; PROVIDING FOR THE ACCEPTANCE OF \$158,290.11, FOR THE INITIAL YEAR OF THE SEVEN YEAR TERM OF THE AGREEMENT; PROVIDING FOR ANNUAL ADJUSTMENTS IN COMPENSATION; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the State of Florida, Department of Transportation (hereinafter the “Department”) has identified sites where lighting systems are located on the State Highway System within the jurisdictional boundaries of the City of Lake City, Florida (hereinafter the “City”); and

WHEREAS, the Department is authorized pursuant to Sections 333.044 and 335.055, Florida Statutes, to enter into the *State Highway Lighting, Maintenance, and Compensation Agreement* (hereinafter the “Agreement”) attached hereto as “Exhibit A”, and the City has the authority to enter into this Agreement and to undertake the maintenance and operation of lighting on the State Highway System; and

WHEREAS, the City Council finds that authorizing the execution of the Agreement and accepting the sum of one hundred fifty-eight thousand two hundred ninety dollars and eleven cents (\$158,290.11), for the initial year of the seven (7) year term for the City to maintain the lighting systems listed within the Agreement is in the best interests of the City.

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

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

Section 2. The City is hereby authorized to execute the *State Highway Lighting, Maintenance, and Compensation Agreement* with the Department.

Section 3. The City Manager and City Attorney are authorized to make such reasonable changes and modifications to the *State Highway Lighting, Maintenance, and Compensation Agreement* as may be deemed necessary to be in the best interest of the City and its citizens. The Mayor is authorized and directed to execute and deliver the *State Highway Lighting, Maintenance, and Compensation Agreement* in the name and on behalf of the City, with such changes, amendments, modifications, omissions, and additions made by the City Manager and City Attorney, if any. Execution by the Mayor and the Department shall be deemed to be conclusive evidence of approval of such changes, amendments, modifications, omissions, and additions, if any.

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 November 2021.

CITY OF LAKE CITY, FLORIDA

By: _____
Stephen M. Witt, Mayor

ATTEST:

APPROVED AS TO FORM AND
LEGALITY:

By: _____
Audrey E. Sikes, City Clerk

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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**STATE HIGHWAY LIGHTING, MAINTENANCE, AND
 COMPENSATION AGREEMENT**

375-020-52
 MAINTENANCE
 OGC – 02/21
 Page 1 of 8

CONTRACT NO. ASO25
 FINANCIAL PROJECT NO. 41440617803
 F.E.I.D. NO. F59-6000352-018

THIS AGREEMENT, entered into this _____ day of _____, year of 2021, by and between the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**, hereinafter referred to as "**FDOT**", and City of Lake City, hereinafter referred to as the "**MAINTAINING AGENCY**";

WITNESSETH:

WHEREAS, **FDOT** is authorized under Sections 334.044 and 335.055, Florida Statutes, to enter into this Agreement, and the **MAINTAINING AGENCY** has the authority to enter into this Agreement and to undertake the maintenance and operation of lighting on the State Highway System; and

WHEREAS, the **MAINTAINING AGENCY** has authorized its undersigned officers to enter into and execute this Agreement;

WHEREAS, **FDOT** has identified sites where lighting and/or lighting systems, hereinafter referred to as "Facilities", are located on the State Highway System within the jurisdictional boundaries of the **MAINTAINING AGENCY**. A list of the Facilities is included as Exhibit A, attached hereto and incorporated herein.

WHEREAS, the **MAINTAINING AGENCY** agrees to maintain the Facilities as further set forth herein.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, **FDOT** and the **MAINTAINING AGENCY** hereby agree as follows:

1. Maintenance of Facilities

- a. The **MAINTAINING AGENCY** shall maintain the Facilities listed in Exhibit A. The Facilities may include lighting for roadways, as well as park and ride, pedestrian overpasses, and recreational areas owned by or located on the property of **FDOT**. The Facilities shall not include lighting located in weigh stations, rest areas, or on Interstate highways.

The location and type of lighting to be maintained pursuant to this Agreement is set forth in Exhibit A. Any changes or modifications to Exhibit A must be in writing and signed by both **FDOT** and the **MAINTAINING AGENCY**. Any Facilities added to Exhibit A during the **FDOT's** fiscal year shall be maintained and operated by the **MAINTAINING AGENCY** upon the **FDOT's** final acceptance of installation of any new lighting and/or lighting systems. Prior to the start of each new fiscal year, the **MAINTAINING AGENCY** and **FDOT** shall amend Exhibit A to reflect any changes to the Facilities, including addition, removal, or change in lighting type maintained pursuant to this Agreement.

The **MAINTAINING AGENCY** will be compensated for Facilities added to Exhibit A by amendment of this Agreement in the **FDOT's** fiscal year occurring after the lighting and/or lighting systems are installed and final acceptance of such installation is given by **FDOT**. In the event that no change is made to the previous year's Exhibit A, a certification from the **MAINTAINING AGENCY** shall be provided to **FDOT** certifying that no change has been made to Exhibit A during **FDOT's** previous fiscal year. Unless stated otherwise, all references to fiscal years within this agreement refer to **FDOT's** fiscal year, beginning July 1st and ending June 30th.

- b. In maintaining the Facilities, the **MAINTAINING AGENCY** shall perform all activities necessary to keep the Facilities fully operating, properly functioning, with a minimum of 90% of the lights burning for any lighting type (e.g., high mast, standard, underdeck, and sign) or roadway system at all times in accordance with the original design thereof, whether necessitated by normal wear and tear, accidental or intentional damage, or acts of nature. Required maintenance includes, but is not limited to, providing electrical power and paying all charges associated therewith, routine inspection and testing, preventative maintenance, emergency maintenance, replacement of any component parts of the Facilities (including the poles and any and all other component parts installed as part of the Facilities), and locating (both vertically and horizontally) the Facilities. All repairs or replacement will be in kind unless a variance is approved in writing by **FDOT**.

- c. All maintenance must be in accordance with the provisions of the following:
- (1) Manual of Uniform Traffic Control Devices; and
 - (2) All other applicable local, state, or federal laws, rules, resolutions, or ordinances, and **FDOT** procedures.
- d. For lighting installed as part of a **FDOT** project, the **MAINTAINING AGENCY's** obligation to maintain the Facility commences upon the **MAINTAINING AGENCY's** receipt of notification from **FDOT** that **FDOT** has formally accepted the project, except for the obligation to provide for electrical power, which obligation to provide for electrical power commences at such time as the lighting system is ready to be energized; provided, however, that the **MAINTAINING AGENCY** is not required to perform any activities which are the responsibilities of **FDOT's** contractor.
- Prior to acceptance by **FDOT**, the **MAINTAINING AGENCY** shall have the opportunity to inspect and request modifications/corrections to the installation(s). **FDOT** agrees to make modifications/corrections prior to acceptance so long as the modifications/corrections comply with the installation contract documents and specifications.
- e. The term for this Agreement is seven (7) years. Either party may terminate this Agreement by a notice of termination. The notice of termination must be in writing. Should the **MAINTAINING AGENCY** choose to terminate the Agreement, the **MAINTAINING AGENCY** shall provide a minimum notice period of two (2) fiscal years prior to the effective date of termination and the notice shall be endorsed by the elected body (County Commission, City Council, or local agency governing body) under which the Agency operates. The effective date of the termination will coincide with the end of the **FDOT's** fiscal year of June 30th following the two-year notice.

The termination of this Agreement will not terminate maintenance responsibilities for lighting owned by the **MAINTAINING AGENCY**. Maintenance obligations for lights owned by the **MAINTAINING AGENCY** will remain the responsibility of the **MAINTAINING AGENCY**. Nor does termination of this Agreement operate to relieve the **MAINTAINING AGENCY** of any maintenance obligations contained in other agreements. Maintenance of lights governed by a separate maintenance agreement will continue per the terms of that separate maintenance agreement.

2. Compensation and Payment

FDOT shall pay to the **MAINTAINING AGENCY** a sum of \$ 158,290.11 for the fiscal year in which this Agreement is signed. Payments will be calculated and made in accordance with Exhibit A.

Prior to the beginning of each fiscal year, the **MAINTAINING AGENCY** shall submit an amended Exhibit A or a certification of no change to Exhibit A and **FDOT** and the **MAINTAINING AGENCY** shall agree on the amount and percentage of lighting to be paid for the coming fiscal year. **FDOT** will issue a work order confirming the amount and authorizing the performance of maintenance for each new fiscal year. The work order must be an **FDOT**-signed letter of authorization to the **MAINTAINING AGENCY** with a subject line containing the terms "State Highway Lighting, Maintenance, and Compensation Agreement work order". The work order must reflect the contract number, financial project number, FEID No. of the **MAINTAINING AGENCY**, the fiscal year, the percentage of lighting funded and the lump sum amount to be paid for the fiscal year indicated. The work order must be signed by the **MAINTAINING AGENCY** and returned to **FDOT**. Failure by the **MAINTAINING AGENCY** to take any of the actions required by this paragraph may result in nonpayment by **FDOT**.

FDOT expressly assigns its rights, interests and privileges pertaining to damage to Facilities caused by third parties to the **MAINTAINING AGENCY**, so they may pursue all claims and causes of actions against the third parties responsible for the damage. **FDOT** will assist the **MAINTAINING AGENCY** and will confirm the **MAINTAINING AGENCY's** authorization to pursue recovery. The **MAINTAINING AGENCY** will be responsible for all attorneys' fees and litigation costs incurred in its recovery activities.

3. Record Keeping

The **MAINTAINING AGENCY** shall keep records of all activities and report all maintenance performed and replacement components and parts installed pursuant to this Agreement. The records shall be kept in an electronic format approved by **FDOT**.

Records shall be maintained and made available upon request to **FDOT** during the period of this Agreement and for three (3) years after final payment for the work pursuant to this Agreement is made. Copies of these documents and records will be furnished to **FDOT** upon request.

4. Invoicing

The **MAINTAINING AGENCY** shall invoice **FDOT** annually in a format acceptable to the **FDOT**. Invoices must be submitted no earlier than May 1 and no later than June 15 of the fiscal year in which the services were provided in order to be processed for payment by June 30.

Upon receipt, **FDOT** has five (5) working days to inspect and approve the goods and services. **FDOT** has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

If a payment is not available within forty (40) days, a separate interest penalty at a rate as established pursuant to Section 215.422, Florida Statutes, will be due and payable, in addition to the invoice amount, to the **MAINTAINING AGENCY**. Interest penalties of less than one (1) dollar will not be enforced unless the **MAINTAINING AGENCY** requests payment. Invoices returned to a **MAINTAINING AGENCY** because of **MAINTAINING AGENCY** preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to **FDOT**.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for contractors/vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 410-9724 or by calling the Chief Financial Officer's Hotline, 1-800-848-3792.

The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one (1) year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

FDOT, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection shall be null and void, and no money may be paid on such contract. **FDOT** shall require a statement from the Comptroller of **FDOT** that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of **FDOT** which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year.

5. Default

In the event that the **MAINTAINING AGENCY** breaches any provision of this Agreement, then in addition to any other remedies which are otherwise provided for in this Agreement, **FDOT** may exercise one or more of the following options, provided that at no time may **FDOT** be entitled to receive double recovery of damages:

- a. Pursue a claim for damages suffered by **FDOT** or the public.
- b. Pursue any other remedies legally available.
- c. As to any work not performed by the **MAINTAINING AGENCY**, perform such work with its own forces or through contractors and seek reimbursement for the cost thereof from the **MAINTAINING AGENCY** if the **MAINTAINING AGENCY** fails to cure the non-performance within fourteen (14) days after written notice from **FDOT** of the non-performance; provided, however, that advance notice and cure will not be preconditions in the event of an emergency.

6. Force Majeure

Neither the **MAINTAINING AGENCY** nor **FDOT** will be liable to the other for any failure to perform under this Agreement to the extent such performance is prevented by an act of God, war, riots, natural catastrophe, or other event beyond the control of the non-performing party and which could not have been avoided or overcome by the exercise of due diligence; provided that the party claiming the excuse from performance has (a) promptly notified the other party of the occurrence and its estimated duration, (b) promptly remedied or mitigated the effect of the occurrence to the extent possible, and (c) resumed performance as soon as possible.

7. Miscellaneous

- a. **FDOT** shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
- b. The **MAINTAINING AGENCY** shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the **MAINTAINING AGENCY** in conjunction with this Agreement. Failure by the **MAINTAINING AGENCY** to grant such public access will be grounds for immediate unilateral cancellation of this Agreement by **FDOT**.
- c. This Agreement constitutes the complete and final expression of the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, or negotiations with respect thereto. Without limiting the generality of the foregoing, this Agreement shall replace and supersede all prior agreements between **FDOT** and the **MAINTAINING AGENCY** with respect to maintenance of the lighting and/or lighting systems for the Facilities identified in Exhibit A.
- d. This Agreement is governed by the laws of the State of Florida. Any provision hereof found to be unlawful or unenforceable are severable and will not affect the validity of the remaining provisions hereof.
- e. All notices required pursuant to the terms hereof may be sent by first class United States Mail, facsimile transmission, hand delivery, electronic mail, or express mail and will be deemed to have been received by the end of five (5) business days from the proper sending thereof unless proof of prior actual receipt is provided. The **MAINTAINING AGENCY** must notify the local District of **FDOT** of the appropriate persons for notices to be sent pursuant to this Agreement. Unless otherwise notified in writing, notices must be sent to the following addresses:

MAINTAINING AGENCY:

City of Lake City
Stephen Witt, Mayor
205 N Marion Ave
Lake City, Florida 32055

FDOT:

Florida Department of Transportation
District Maintenance Contracts, MS- 2010
1109 South Marion Avenue
Lake City, Florida 32055

- f. **PUBLIC ENTITY CRIME INFORMATION STATEMENT:** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for **CATEGORY TWO** for a period of thirty six (36) months from the date of being placed on the convicted vendor list.
- g. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

- h. By signing this agreement the Maintaining Agency certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S., (2) engaged in a boycott of Israel, (3) or listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes. For contracts involving \$1,000,000 or more, if the Department determines the Maintaining Agency submitted a false certification under Section 287.135(5) of the Florida Statutes regarding the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes, or for contracts involving any amount, if the Maintaining Agency has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, the Department shall either terminate the Contract after it has given the Maintaining Agency notice and an opportunity to demonstrate the Department's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met.
- i. Nothing herein shall be construed as a waiver of either party's sovereign immunity.
- j. **MAINTAINING AGENCY:**
1. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the **MAINTAINING AGENCY** during the term of the contract; and
 2. shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
 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 Agreement term and following completion of the Agreement if the **Maintaining Agency** does not transfer the records to **FDOT**
 4. Upon completion of the Agreement, transfer, at no cost, to **FDOT**, all public records in possession of the Consultant or keep and maintain public records required by **FDOT** to perform the service. If the Consultant transfers all public records to **FDOT** upon completion of the Agreement, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the Agreement, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to **FDOT**, upon request from **FDOT's** custodian of public records, in a format that is compatible with the information technology systems of **FDOT**
 5. Failure by the **Maintaining Agency** to comply with Chapter 119, Florida Statutes, shall be grounds for immediate unilateral cancellation of this Agreement by **FDOT**

IF THE MAINTAINING AGENCY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE MAINTAINING AGENCY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

District 1
863-519-2623
D1prcustodian@dot.state.fl.us
Florida Department of Transportation
District 1 – Office of General Counsel
801 N. Broadway
Bartow, FL 33830

District 2
386-758-3727
D2prcustodian@dot.state.fl.us
Florida Department of Transportation
District 2 - Office of General Counsel
1109 South Marion Avenue, MS 2009
Lake City, FL 32025

District 3
850-330-1391
D3prcustodian@dot.state.fl.us
Florida Department of Transportation
District 3 - Office of General Counsel
1074 Highway 90 East
Chipley, FL 32428

District 4
954-777-4529
D4prcustodian@dot.state.fl.us
Florida Department of Transportation
District 4 – Office of General Counsel
3400 West Commercial Blvd.
Fort Lauderdale, FL 33309

District 5
386-943-5000
D5prcustodian@dot.state.fl.us
Florida Department of Transportation
District 5 – Office of General Counsel
719 South Woodland Boulevard
Deland, FL 32720

District 6
305-470-5453
D6prcustodian@dot.state.fl.us
Florida Department of Transportation
District 6 – Office of General Counsel
1000 NW 111 Avenue
Miami, FL 33172-5800

District 7
813-975-6491
D7prcustodian@dot.state.fl.us
Florida Department of Transportation
District 7 - Office of General Counsel
11201 N. McKinley Drive, MS 7-120
Tampa, FL 33612

Florida's Turnpike Enterprise
407-264-3170
TPprcustodian@dot.state.fl.us
Turnpike Enterprise Chief Counsel
Florida Turnpike – Office of General Counsel
Turnpike Mile Post 263, Bldg. 5315
Ocoee, FL 34761

Central Office
850-414-5355
COprcustodian@dot.state.fl.us
Office of the General Counsel
Florida Department of Transportation
605 Suwannee Street, MS 58
Tallahassee, Florida 32399-0458

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**STATE HIGHWAY LIGHTING, MAINTENANCE, AND
COMPENSATION AGREEMENT**

8. Certification

This document is a printout of an **FDOT** form maintained in an electronic format and all revisions thereto by the **MAINTAINING AGENCY** in the form of additions, deletions, or substitutions are reflected only in an Appendix entitled "Changes to Form Document" and no change is made in the text of the document itself. Hand notations on affected portions of this document may refer to changes reflected in the above-named Appendix but are for reference purposes only and do not change the terms of the document. By signing this document, the **MAINTAINING AGENCY** hereby represents that no change has been made to the text of this document except through the terms of the Appendix entitled "Changes to Form Document."

You **MUST** signify by selecting one of the applicable options:

- No changes have been made to this Forms Document and no Appendix entitled "Changes to Form Document" is attached.
- No changes have been made to this Form Document, but changes are included on the attached Appendix entitled "Changes to Form Document."

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

MAINTAINING AGENCY

BY: (Signature) _____

(Printed Name: Stephen Witt)

(Printed Title: Mayor)

Date: _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

BY: (Signature) _____

(Printed Name: Travis Humphries, P.E.)

(Printed Title: D2 Director of Operations)

Date: _____

FDOT Legal Review

BY: (Signature) _____
Counsel

(Printed Name: Angela Hensel)

Date: _____

Exhibit A
STATE HIGHWAY LIGHTING, MAINTENANCE, AND COMPENSATION AGREEMENT
For Fiscal Year 21/22

1.0 PURPOSE

This exhibit defines the method and limits of compensation to be made to the **MAINTAINING AGENCY** for the services described in this Agreement and method by which payments will be made.

2.0 FACILITIES

The lighting or lighting systems listed below, or in an attached spreadsheet, or other electronic form are included with this Agreement and represent the Facilities to be maintained by the **MAINTAINING AGENCY**:

1. See Attached Lighting Inventory Sheet
2. _____
3. _____
4. _____
5. _____
6. _____

3.0 COMPENSATION

For the satisfactory completion of all services detailed in this Agreement, **FDOT** will pay the **MAINTAINING AGENCY** the Total Sum as provided in Section 2 of the Agreement. The **MAINTAINING AGENCY** will receive one single payment at the end of each fiscal year for satisfactory completion of service.

The per-light unit rate shall increase by 3% each fiscal year. E.g., the per-light unit rate of \$309.10 in fiscal year 21/22 shall increase to \$318.37 in fiscal year 22/23.

Total Payment Amount for each fiscal year is calculated by inputting the actual number of qualifying types of lights into the table below and multiplying by the unit rate and ____%. Example: 330 (lights) x \$ _____ (unit rate) x 0.90 (90% requirement) = \$ 0.00

Type of Light	# of lights	LED or HPS	Unit rate	%	Total
High Mast		HPS			0.00
Standard		HPS			0.00
Underdeck		HPS			0.00
Sign		HPS			0.00
High Mast		LED			0.00
Standard		LED			0.00
Underdeck		LED			0.00
Sign		LED			0.00

File Attachments for Item:

25. Discussion and Possible Action - Consider adding new federal holiday Juneteenth, Sunday, June 19, 2022 (observed on Monday, June 22) to the City's Holiday Schedule for 2022.

Note: There have been no changes to the Holiday Schedule as outlined in the Personnel Manual adopted by City Council in Regular Session on October 6, 2014 by City Council Resolution No. 2014-071.

MEETING DATE
November 1, 2021

CITY OF LAKE CITY

Report to Council

COUNCIL AGENDA	
SECTION	
ITEM NO.	

SUBJECT: 2022 Holiday Schedule

DEPT / OFFICE:

Originator: Interim City Manager Mike Williams		
City Manager Interim City Manager: Mike Williams 	Department Director	Date 10/22/2021
Recommended Action: 2022 Holiday Schedule: Addition of Juneteenth Holiday		
Summary Explanation & Background: Juneteenth is now a recognized federal holiday and will be celebrated on Monday June 20, 2022. If this holiday is added, the City will have 13 observed Holidays for 2022.		
Alternatives: <ul style="list-style-type: none"> • Remove an existing Holiday such as President’s Day in exchange for Juneteenth. • Add Juneteenth as the 13th paid holiday • Do not add Juneteenth as a holiday 		
Source of Funds: General funds		
Financial Impact: Fiscal cost for adding an additional Holiday is approximately \$21,000 Dollars. If it replaces an existing holiday no additional cost.		
Exhibits Attached: Section 9.09 Personnel Manual – Holidays		

9.08. LUNCH BREAKS. Lunch breaks (one hour) shall be scheduled by supervisors to ensure office personnel is sufficient to provide City service standards required of their office on a continual basis. In office areas where customer service is provided, at least one (1) person shall be available during lunch hours to handle phones and customer traffic.

9.09. HOLIDAYS.

A. Legal holidays observed by full-time City employees are established by the City Council. Intermittent, part-time and contract for services employees are not granted holiday pay. When a holiday falls on Saturday, normally the preceding Friday will be observed as a holiday; when a holiday falls on a Sunday, normally the following Monday shall be observed as a holiday; except when Christmas Eve falls on a Sunday, then the preceding Friday will be observed as the holiday. The City grants the following paid holidays:

New Year's Day
Martin Luther King, Jr., Day
Good Friday
President's Day
Memorial Day
Independence Day

Labor Day
Veterans Day
Thanksgiving Day
Friday after Thanksgiving
Christmas Eve
Christmas Day

B. Essential and emergency City services must be provided 24 hours a day, 365 days a year. Therefore, the scheduling of holiday time off shall be at the discretion of the Department Director and must serve the best interest of the City and its citizens. If the holiday falls during a period an employee is on paid sick leave or annual leave, the day off will be charged as a holiday.

C Any employee, required to work on a designated holiday shall receive holiday pay plus overtime pay at the rate of one and one-half (1 ½) times their regular hourly rate for actual hours worked during the holiday. All employees receive holiday pay based on departmental shift schedules.

9-3 September 2014

File Attachments for Item:

26. Discussion and Possible Action - Selection of a Vice Mayor to fill the remainder of the unexpired annual term in accordance with Section 302 (c) of the City Charter.

Note: Chris Greene - appointed 12/21/2020 to serve for 2021

Melinda Moses - appointed 12/16/2019 to serve for 2020

Eugene Jefferson - appointed 12/3/2018 to serve for 2019

Jake Hill, Jr. - appointed 12/4/2017 to serve for 2018

Section 302. - General powers and duties.

- (a) All powers of the city shall be vested in the city council, to be also known as "council," except as provided by law or this Charter.
- (b) Three (3) councilmembers shall be considered a quorum and may carry out all functions according to law as if all members were present.
- (c) At the first council meeting after each regular city election and annually thereafter, the council shall elect one of its members as vice-mayor. The mayor shall preside at meetings of the council and shall be considered a member of the council, shall be recognized as head of city government for all ceremonial purposes, by the governor for purposes of military law, for service of process, execution of contracts, deeds and other documents and agreements with other governmental entities or certifications to other governmental entities. He shall annually prepare a state of the city message, prepare an annual budget message, set forth the agenda for all meetings of the council, name committees of the council and appoint members of the city boards with the approval of the council. He shall have no other administrative duties except as required to carry out the responsibilities herein. The vice-mayor shall act as mayor during the absence or disability of the mayor. In case of the death, resignation or removal of the mayor, the vice-mayor shall serve as mayor until the next regular or special election when the office shall be filled. In case of the death, resignation or removal of the vice-mayor or his assumption of the office of mayor, the council shall elect one of its members to serve the unexpired term of the vice-mayor.
- (d) The council shall have the authority by ordinance to set the annual salary of the mayor, councilmembers and its members.

(Ord. No. A-444, § 1, 2-18-80)

Section 304. - Vacancies, forfeiture of office; filling of vacancies.

- (a) *Vacancies.* The office of a councilmember shall become vacant upon his death, resignation, removal from office in any manner authorized by law or forfeiture of his office, such forfeiture to be declared only by the remaining members of the council.
- (b) *Forfeiture of office.* The council shall declare a council seat forfeited if the council by majority vote finds that a council member:
 - (1) Lacks at any time during his or her term of office any qualification for the office prescribed by this Charter, or by law;
 - (2) Violates any express prohibition of this Charter;
 - (3) Is absent from three (3) consecutive regular meetings of the council without being excused by the council;
 - (4) Is guilty of committing a felony;
 - (5) Is guilty of engaging in conduct which violates acceptable standards of moral behavior where such conduct involves moral turpitude or would constitute a crime under the laws of Florida, or if such conduct was engaged in by a judge of any of the state courts would cause such judge to be removed from office.
- (c) *Filling of vacancies.* A vacancy in the office of mayor-councilmember should be filled as follows:
 - (1) If more than eight (8) months remain in the term of office, the council shall schedule a special election to be held not sooner than sixty (60) days nor more than ninety (90) days following the occurrence of the vacancy.
 - (2) If less than eight (8) months remain in the term of office, the council shall, within sixty (60) days from the date the vacancy occurred, by a majority vote of the remaining members, choose a successor to serve said unexpired term of the vacated council seat. If the vacated seat is that of the vice-mayor, upon appointment or election of the new councilmember, whichever first occurs, the council shall elect one of their members to hold the position so vacated. Under no circumstances shall the service of the vice-mayor in the capacity of mayor during an interim vacancy in the office of mayor be deemed to create a vacancy in the council seat occupied by said vice-mayor. A vacancy in the office of councilmembers other than mayor shall be filled as follows:
 - (1) If more than two (2) years and sixty (60) days remain in the term of office, the council shall forthwith call a special election to be held at the next regular city election where said seat shall be filled for the remaining term.
 - (2) If less than two (2) years and sixty (60) days remain in the term of office, the council shall within sixty (60) days from the date the vacancy occurred, by a majority vote of the remaining members, choose a successor to serve said unexpired term of the vacated council seat.If the vacated seat is that of the vice-mayor, upon appointment or election of the new councilmember, whichever first occurs, the council shall elect one of their members to hold the position so vacated.
- (d) *Extraordinary vacancies.* In the event that all members of the council are removed by death, disability, law or forfeiture of office, the governor shall appoint an interim council that shall call a special election to be held not sooner than sixty (60) days nor more than ninety (90) days following the appointment of the interim council. Said interim council may, by emergency ordinance, establish procedures for said election, where in their opinion, the same are necessary to effectuate the intention of this Charter.

(Ord. No. A-444, § 1, 2-18-80; Ord. No. A-496, § 1, 8-16-82; Ord. No. 2002-957, § 1(b), 7-15-2002)

File Attachments for Item:

27. Discussion and Possible Action - Appointment of Planning and Zoning Board and Board of Adjustment Members

**CITY OF LAKE CITY, FLORIDA
CITY BOARD/COMMITTEE APPLICATION**

Dear Applicant:

Thank you for your interest in serving the City of Lake City as a member of a "Citizen" board or committee. We appreciate your willingness to help our elected and appointed officials shape the future of Lake City.

Please note, the City of Lake City is subject to FS 119, therefore this application is subject to disclosure absent any applicable exemptions.

Befateful	Coker	
First Name	Last Name	Middle Initial
636 SE Baya Drive		
Home Address		
Lake City	Florida	32025
City	State	Zip
386.697.6075		befatefulcoker@gmail.com
Phone Number	Cell#	Email

The following list compiles the active Boards and Committees of the City. Membership is limited to only one board. Please indicate your preference by marking which Board(s) or Committee(s) you would like to serve:

- Beautification Advisory Committee _____
- Community Redevelopment Advisory Committee _____
- Utility Advisory Committee _____
- Planning and Zoning Board **X** _____
- Board of Trustees – Municipal Firefighters Pension Trust Fund _____
- Board of Trustees – General City Employees Retirement Plan _____
- Board of Trustees – Lake City Municipal Police Officers Retirement Trust Fund _____
- Charter Review _____
- Other: _____

Please indicate any certifications, skills, or experience that you feel will benefit the City through your service on a Board or Committee.

I am a local homeowner, I have an interest in the upkeep and appearance of our communities. I am the ED of an organization that has historically provided beautification and repairs to the homes of local seniors. I have sat on both community and statewide boards/committees. I have the time available to commit to being a diligent member of the board.

While not required, please feel free to attach a resume to this application.

Bea Coker

636 SE Baya Drive ... Lake City, Florida 32025 ... 386.697.6075

In summary...

Over twenty years of experience combing in the legal and regulatory environments combined with social service and community development. The culmination of all allows a balanced approach to identifying resources necessary to execute broad scale projects benefiting multi-leveled stakeholders. I enjoy streamlining processes and identifying ongoing value and benefits to all stakeholders.

CORE COMPETENCIES

Project Management - Strong Leadership - Strong Legal Background - Analytical & Innovative Thinker - Creative Solutions - Collaborative Results - Excellent Paralegal- Excellent Researcher

PROFESSIONAL EXPERIENCE

Business Consultants, LLC 1/2014 - Present
Project Manager – Legal Markets.

It's About My Efforts, Inc., FL 11/2009 - Present
Executive Director. - Increased community volunteer participation - Increased revenue

Kool Kidzz Intl., LLC, FL 12/2008 - 1/2014
Project Manager - Successfully marketed products and services increasing demand by 100%. - Received recognition from Douglas County Chamber of Commerce

EveryWoman, Inc., GA 12/2003 - 11/2009
Director - Community Programs - Secured continuous revenue for both the Mentoring and the Assist with Meal Programs - Increased volunteer participation by 50%

EarthLink, Inc., GA 5/2006 – 5/2007
Sr. Manager – Contracts - Established policies to increase internal control - Created cross functional contract tools.

Georgia-Pacific Corp., GA 9/2002 - 5/2006
Sr. Paralegal - Streamlined contract access across twenty plants - Best Practice Team Member.

Burr & Forman, LLP, GA 4/2001 - 7/2002
Corporate Paralegal - Increased profits delivering excellent client satisfaction.

Shipman & Goodwin, LLP, CT 3/2000 - 3/2001
Corporate Paralegal - Successful in exceeding high profile clientele expectations.

UDV North America, Inc., CT 3/1998 - 2/2000
Compliance Paralegal/ Regulatory Coordinator - Successfully reduced risk and exposure by 100% through effective compliance policies and enforcement.

EDUCATION

2004 / BA Stetson School of Business Mercer University, Atlanta, Georgia
2010-2011 / Florida Coastal School of Law, Florida
2013-2015 / Taft University Law School, California
2017-2019 / Walden University PhD Candidate Occupational Psychology

ACCOMPLISHMENTS

2009 - Published Pro Se Opinion Coker 311 Ga.App. 105, 714 S.E.2d 642
2006 - Georgia's Corporate Paralegal of the Year, sponsored by Kelly Law Registry
2003 - Dean's List – Stetson School of Business, Mercer University

REVISED 10-13-12
REVISED 10-13-12

oer

**CITY OF LAKE CITY, FLORIDA
CITY BOARD/COMMITTEE APPLICATION**

Dear Applicant:

Thank you for your interest in serving the City of Lake City as a member of a "Citizen" board or committee. We appreciate your willingness to help our elected and appointed officials shape the future of Lake City.

Please note, the City of Lake City is subject to FS 119, therefore this application is subject to disclosure absent any applicable exemptions.

<u>Gregory</u>	<u>COOPER</u>	<u>E.</u>
First Name	Last Name	Middle Initial
<u>1214 S.W. Castle Heights Terr.</u>		
Home Address		
<u>Lake City</u>	<u>FL</u>	<u>32025</u>
City	State	Zip
<u>904-568-0501 (C)</u>		<u>CPC.HomeRepair@gmail.com</u>
Phone Number	Cell#	Email

The following list compiles the active Boards and Committees of the City. Membership is limited to only one board. Please indicate your preference by marking which Board(s) or Committee(s) you would like to serve:

- Beautification Advisory Committee _____
- Community Redevelopment Advisory Committee _____
- Utility Advisory Committee _____
- Planning and Zoning Board
- Board of Trustees – Municipal Firefighters Pension Trust Fund _____
- Board of Trustees – General City Employees Retirement Plan _____
- Board of Trustees – Lake City Municipal Police Officers Retirement Trust Fund _____
- Charter Review _____
- Other: _____

Please indicate any certifications, skills, or experience that you feel will benefit the City through your service on a Board or Committee.

SEE ATTACHED RESUME

While not required, please feel free to attach a resume to this application.

20-04-19812:18 8213

des

GREG COOPER

1214 S.W. CASTLE HEIGHTS TERRACE, LAKE CITY, FL 32025
904-568-0501
CPC.homerepair@gmail.com

This application is to express my interest in serving on the Planning and Zoning Board for Lake City

WORK HISTORY

1988-2007

OWNER- CERTIFIED PAINTING OF NORTH FLORIDA, INC.

Residential painting and expanded to construction repair and real-estate remodeling (as an owner/ investor- bought and sold-flipped over 60+ houses)

DATES FROM – 2007 - PRESENT

OWNER- CERTIFIED PAINTING AND CONSTRUCTION, INC.

Home repairs in Duval, St. Johns, Clay and Columbia counties. A vender for D. R. Horton, Inc (America's largest home builder). Previous vendor for Watson Realty and Mattamy Home Builders. My company does a wide variety of home repairs: drywall, flooring, trim, painting and other repairs.

EDUCATION

JUNE, 1979

DIPLOMA, HUNTINGTON BEACH HIGH SCHOOL

Involved in sports: wrestling team, water polo, and maintained an average GPA

FEBRUARY 1981

FLORIDA BUREAU OF FIRE STANDARDS AND TRAINING

Certificate of recruit training 340 hours

SKILLS

- Schedule work crews
- Estimating jobs
- Manages small construction company
- 3 US Patents for inventions
- Maintain books, accounting, payroll
- Capital investments
- Customer service
- Entrepreneur

ACTIVITIES

Attends Christ Central Church

Home restoration projects--Raise children and maintain a quality life for them: one in doctorate program, one attends FSU, one working abroad and one junior-college prep & 2 in grade school

2-1-19 REV

Aes

**CITY OF LAKE CITY, FLORIDA
CITY BOARD/COMMITTEE APPLICATION**

Dear Applicant:

Thank you for your interest in serving the City of Lake City as a member of a "Citizen" board or committee. We appreciate your willingness to help our elected and appointed officials shape the future of Lake City.

Please note, the City of Lake City is subject to FS 119, therefore this application is subject to disclosure absent any applicable exemptions.

<u>Larry</u> First Name	<u>Nelson</u> Last Name	<u>J.</u> Middle Initial
<u>510 NW Savannah Circle</u> Home Address		
<u>Lake City</u> City	<u>Florida</u> State	<u>32055</u> Zip
<u>(571) 216-6609</u> Phone Number	<u></u> Cell#	<u>ljlakecf1@gmail.com</u> Email

The following list compiles the active Boards and Committees of the City. Membership is limited to only one board. Please indicate your preference by marking which Board(s) or Committee(s) you would like to serve:

- Beautification Advisory Committee _____
- Community Redevelopment Advisory Committee _____
- Utility Advisory Committee _____

- Planning and Zoning Board
- Board of Trustees – Municipal Firefighters Pension Trust Fund _____
- Board of Trustees – General City Employees Retirement Plan _____
- Board of Trustees – Lake City Municipal Police Officers Retirement Trust Fund _____

- Charter Review _____

- Other: _____

Please indicate any certifications, skills, or experience that you feel will benefit the City through your service on a Board or Committee.

Retired Army Major specializing in logistics which is the detailed coordination of complex operations involving many people, facilities or supplies, Vice-President Woodbridge Commons Homeowners Association, Woodbridge, VA for a two year term. A concerned citizen.

While not required, please feel free to attach a resume to this application.

Kite, Jacqueline

From: Bruce <sterlingbn@aol.com>
Sent: Wednesday, August 21, 2019 9:54 PM
To: Kite, Jacqueline
Cc: Christopher M Lydick, District Archeologist/Historian
Subject: Fwd: Larry J Nelson Resume

Follow Up Flag: Follow up
Flag Status: Flagged

Here is Mr. Nelson's resume for the vacant P&Z Board position. Let me know what else you need.

Bruce A Naylor
386-365-7234

Begin forwarded message:

From: Larry J Nelson <ljlakecfl@gmail.com>
Date: August 21, 2019 at 5:43:26 PM EDT
To: sterlingbn@aol.com
Subject: Larry J Nelson Resume

Larry James Nelson
510 NW Savannah Circle
Lake City, FL 32055
Mobile: 571-216-6609
Email: ljlakecfl@gmail.com

PROFESSIONAL EXPERIENCE

U.S. Army
04/1976 – 06/1996
Logistics Officer
(Major)

Planned and directed the activities of Army maintenance, supply, storage units and remote operations. Had state-side assignments in South Carolina, Georgia, Maryland, Texas, Kansas and Colorado. Overseas assignment include Italy, Panama, Honduras, Ecuador, Brazil, South Korea and Turkey.

Department of Defense and Homeland Security
06/1997 – 05/2013

Personnel Security Specialist

Adjudicated complex personnel and industrial security investigations prior to granting access or denial of access to classified information. Worked at various locations in Arlington and Alexandria, Virginia.

EDUCATION

IntelliTec Institute Colorado Springs, CO
Technical Occupational Certificate, 1997
Major: Alcohol and Drug Counseling

University of South Florida Tampa, FL
Bachelor's Degree, 1975
Major: Criminal Justice

Lake City Community College Lake City, FL
Associate's Degree, 1973
Major: Business Management

Richardson High School Lake City, FL
High School or equivalent, 1970

**Additional PROFESSIONAL TRAINING
Information:**

Visits and Meetings in the National Industrial Security Program Course, 04/25/13, 2.5 hours, Center for Defense Security Excellence, on-line
Safeguarding Classified Information in the National Industrial Security Program Course 04/18/2013, 2.5 hours, Center for Defense Security Excellence, on-line
Facility Security Officer Role In The NISP Course, 03/25/2013, 3.5 hours, Center for Defense Security Excellence, on-line
Joint Personnel Adjudication System/Joint Adjudication Management System (JPAS/JAMS) Virtual Training For Security Professionals Course, 04/02/12, 8 hours, Center for Defense Security Excellence, on-line
Suitability Adjudication Course, 10/28/11, 24 hours, USDA Graduate School, on-site Transportation Security Administration, Arlington, VA
Adjudicating Foreign Influence and Foreign Preference Course, 07/31/08, 4 hours, Department of Homeland Security, on-site Transportation Security Administration, Arlington, VA
Electronic Questionnaire for Investigations Programs (EQIP) Course, 06/2006, 8 hours Office of Personnel Management (OPM), Arlington, VA
NCIC/NLETS Certification Course, 11/2003, 24 hours, U. S. Justice Department, Washington, DC
Information Security Management Course, 12/2003, 80 hours, Defense Security Service Academy, Linthicum, MD
Computer Operations, 04/2000, 40 hours, IntelliTec Institute, Colorado Springs, CO
Information and Personnel Orientation Security Course, 10/1991, 24 hours, Defense Security Service Academy, on-site at Seoul, South Korea
Army Stock Fund Accounting Course, 06/1991, 16 hours, Army Logistics Management College, on-line
Army Materiel Command, Equipment Management Course, 02/1991, 60 hours, Army Logistics Management Center, Fort Lee, VA
Army Materiel Command, Standard Installation Supply System Course, 01/1991, 32 hours, Army Logistics Management College, on-line
Personnel Relations, 10/1990, Troy State University, Seoul, South Korea;
Defense Property Disposal System, 07/1990, 50 hours, Army Logistics Management College, on-line

7-1-12 2:11 PM *als*

Combined Arms and Services Staff School, 09/1986, 200 hours, Army Command and General Staff College, Fort Leavenworth, KS
Standard Army Intermediate Level Supply Sub-Systems Course, 02/1982, 160 hours, Army Logistics Management Center, Fort Lee, VA

PROFESSIONAL RATINGS, AWARDS, AND RECOGNITIONS:

Defense Information Systems Agency, Manpower, Personnel and Security Directorate.
Great Team Award (Security; Arlington, VA), 2005
Headquarters, Department of the Army, Letter of Appreciation (Security; Pentagon), 2004;
Army Honorable Discharge (Fort Carson, CO), 1996
Army Achievement Medal (Security; Korea), 1992
Army Achievement Medal (Korean War Repatriations; Korea), 1992
Army Achievement Medal (U.S. Presidential Visit To Korea; Korea), 1992
U.S. Forces Korea Certificate Of Appreciation (Master Of Ceremony; Korea), 1990
Army Commendation Medal (Logistics; Fort Hood, TX), 1989
Army Commendation Medal (Logistics; Panama), 1987
Army Achievement Medal (Logistics; Honduras), 1986
Army Commendation Medal (Logistics; Italy), 1985

OTHER INFORMATION: Excellent oral and written communication skills. Computer literate with working knowledge of Microsoft Word, Outlook.

--

Larry J Nelson

**CITY OF LAKE CITY, FLORIDA
CITY BOARD/COMMITTEE APPLICATION**

Dear Applicant:

Thank you for your interest in serving the City of Lake City as a member of a "Citizen" board or committee. We appreciate your willingness to help our elected and appointed officials shape the future of Lake City.

Please note, the City of Lake City is subject to FS 119, therefore this application is subject to disclosure absent any applicable exemptions.

First Name	Last Name	Middle Initial
<i>Rhina</i>	<i>Pierce</i>	
Home Address		
<i>207 SW Aurora Way</i>	<i>Lake City</i>	<i>FL 32025</i>
City	State	Zip
Phone Number		
<i>396 292-0121</i>	Cell#	Email

The following list compiles the active Boards and Committees of the City. Membership is limited to only one board. Please indicate your preference by marking which Board(s) or Committee(s) you would like to serve:

- Beautification Advisory Committee
- Community Redevelopment Advisory Committee
- Utility Advisory Committee

- Planning and Zoning Board
- Board of Trustees – Municipal Firefighters Pension Trust Fund
- Board of Trustees – General City Employees Retirement Plan
- Board of Trustees – Lake City Municipal Police Officers Retirement Trust Fund

- Charter Review

- Other: _____

Please indicate any certifications, skills, or experience that you feel will benefit the City through your service on a Board or Committee.

<i>Rotary Club, Kiwanis Club</i>
<i>Chamber of Commerce, Sura</i>

While not required, please feel free to attach a resume to this application.

**CITY OF LAKE CITY, FLORIDA
CITY BOARD/COMMITTEE APPLICATION**

Dear Applicant:

Thank you for your interest in serving the City of Lake City as a member of a "Citizen" board or committee. We appreciate your willingness to help our elected and appointed officials shape the future of Lake City.

Please note, the City of Lake City is subject to FS 119, therefore this application is subject to disclosure absent any applicable exemptions.

<u>Sylvester</u>	<u>Warren III</u>	
First Name	Last Name	Middle Initial
<u>832 NE Richardson Terrace</u>		
Home Address		
<u>Lake City</u>	<u>FL</u>	<u>32055</u>
City	State	Zip
	<u>386-628-7152</u>	<u>Swarren3rd@icloud.com</u>
Phone Number	Cell#	Email

The following list compiles the active Boards and Committees of the City. Membership is limited to only one board. Please indicate your preference by marking which Board(s) or Committee(s) you would like to serve:

- Beautification Advisory Committee _____
- Community Redevelopment Advisory Committee _____
- Utility Advisory Committee _____
- Planning and Zoning Board
- Board of Trustees – Municipal Firefighters Pension Trust Fund _____
- Board of Trustees – General City Employees Retirement Plan _____
- Board of Trustees – Lake City Municipal Police Officers Retirement Trust Fund _____
- Charter Review _____
- Other: _____

Please indicate any certifications, skills, or experience that you feel will benefit the City through your service on a Board or Committee.

While not required, please feel free to attach a resume to this application.

Sylvester Warren III

930 NE Joe Coney Terrace Lake City, Florida 32055 (386) 628-7152

OBJECTIVE

Having supervised the building of many homes throughout our community, I have acquired working knowledge of local zoning and building codes. I have been blessed to have excelled in all building inspections, therefore, it would be my pleasure to volunteer my knowledge and skills to ensuring the highest level of economic growth, safety, housing, and infrastructure for our city and to assist with responsibilities of the local municipality with staying in compliance with rules and ordinances set forth by the charter and accomplishing goals set by the council.

COMMUNITY SERVICE

Salvation Army – Board member

Lake City, Florida

March 2021 – present

George & Warren (Non-profit education) Foundation – Founding board member

Lake City, Florida

July

2020 - present

Annie Mattox Park – Board member/ Public Relations

June 2018 – present

Lake City, Florida

Richardson Community – Volunteer

July 2017 - 2019

Lake City, Florida

PROFESSIONAL EXPERIENCE

George Construction, Lake City, Florida

2015 – Present *Project Manager*

BMW Housing Solutions, Lake City, Florida

2020 – Present *President*

WARMAC Development, Inc. Lake City, Florida

2020 – Present *President*

Twentyeight Fourteen, Lake City, Florida.

2019 – Present *Project manager*

On Point Healthcare Staffing, Lake City, Florida

2018 - Present *Finance Director*

Warren Development group, Lake City, Florida

2016 – Present *President*

Warren Financial Solutions, Lake City, Florida

2015 – Present *President*

KEY SKILLS

- Planning, goal setting, and management skills
- Documentation and record keeping
- Collaborating with engineers, architects and construction personnel
- Problem-solving to address delays, emergencies or other issues
- Ability to supervise and manage others with excellent decision making skills to define and solve problems in an impartial and logical manner
- Selecting subcontractors and delegating work
- Ability to maintain confidentiality and demonstrate understanding, patience and tact when dealing with the public and take control and remain calm in crisis situations
- Comply with safety and building codes as well as legal requirements
- Excellent written and verbal communication skills
- Excellent interpersonal and negotiation skills
- Explaining contract and technical matters in a clear manner
- Strong attention to detail, multi-tasking ability, and time management skills
- Preparing budgets, cost estimates, schedules and timelines
- Ability to maintain a positive attitude throughout high volume periods and when working through challenging situations

CITY OF LAKE CITY, FLORIDA
CITY BOARD/COMMITTEE APPLICATION

Rec'd 8/2/2021
A Likes

Dear Applicant:

Thank you for your interest in serving the City of Lake City as a member of a "Citizen" board or committee. We appreciate your willingness to help our elected and appointed officials shape the future of Lake City.

Please note, the City of Lake City is subject to FS 119, therefore this application is subject to disclosure absent any applicable exemptions.

NANCY WOZNIAK P.
First Name Last Name Middle Initial

325 SE PAYTON PL.
Home Address

LAKE CITY, FL. 32025
City State Zip

386-365-4976 (SAVED) NANCY_WOZNIAK@YAHOO.COM
Phone Number Cell# Email

The following list compiles the active Boards and Committees of the City. Membership is limited to only one board. Please indicate your preference by marking which Board(s) or Committee(s) you would like to serve:

- Beautification Advisory Committee _____
- Community Redevelopment Advisory Committee _____
- Utility Advisory Committee _____

- Planning and Zoning Board
- Board of Trustees – Municipal Firefighters Pension Trust Fund _____
- Board of Trustees – General City Employees Retirement Plan _____
- Board of Trustees – Lake City Municipal Police Officers Retirement Trust Fund _____

Charter Review _____

Other: _____

Please indicate any certifications, skills, or experience that you feel will benefit the City through your service on a Board or Committee.

* RESUME ATTACHED

While not required, please feel free to attach a resume to this application. ▶

NANCY P. WOZNIAK

325 SE Church Ave
Lake City, Fl. 32025 · 386-365-4976
nancy_wozniak@yahoo.com

EXPERIENCE

1988– 1995

PERSONNEL DIRECTOR. HOURIGAN, KLUGER, SPOHRER & QUINN, P.C.

Responsibilities included the hiring, supervising and evaluating all of the support staff positions and all purchasing functions for all 4 offices.

1996 – 2008

REALTOR ASSISTANT. COLDWELL BANKER SCHMITT

Assistant to realtor Lorraine Moore. Responsible for taking pictures of listed properties, measuring square footage and listing property information about homes in the Multiple Listing Service on computer. Assisted in writing up contracts when offer has been made.

EDUCATION

1995

BACHELOR OF SCIENCE. PACIFIC WESTERN UNIVERSITY

Bachelor of Science in Business Administration

1975

WYOMING VALLEY WESH HIGH SCHOOL

It's okay to brag about your GPA, awards, and honors. Feel free to summarize your coursework too.

PROFESSION MEMBERSHIPS & HONORS

BOARD MEMBER - Luzerne County
Community College Foundation
Board

BOARD MEMBER - Luzerne County
Human Services Advisory Council –
Appointed by the Luzerne County
Commissioners

MEMBER - Personnel Advisory
Committee for County Human
Services Agencies

EMPLOYER ADVISORY COUNCEL of Wilkes-Barre
And Northeastern Pennsylvania

TRI-COUNTY PERSONNEL ASSOCIATION

1994 – 1995 Listing - INTERNATIONAL WHO'S
WHO AMONG BUSINESS PROFESSIONALS

ACTIVITIES

**MEMBER: ELK'S LODGE
SINCE 2014**

**MEMBER: MOOSE LODGE
SINCE 2014**