
CITY COUNCIL REGULAR SESSION

CITY OF LAKE CITY

January 04, 2021 at 6:00 PM

Venue: Columbia County School Board Administrative Complex Auditorium

AGENDA

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

CMT instructions are located at the end of this Agenda.

Events Prior to Meeting - None

Pledge of Allegiance

Invocation - Mayor Stephen Witt

Roll Call

Proclamations - None

Minutes- None

Approval of Agenda

Approval of Consent Agenda - None

Presentations - None

Persons Wishing to Address Council

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

Old Business

Ordinances - None

Resolutions

Open Public Hearing

- [1.](#) City Council Resolution No. 2020-122 - A resolution of the City Council of the City of Lake City, Florida, adopting an inventory list identifying city property deemed appropriate for use as potential affordable housing; providing for conflicts; providing for severability; and providing an effective date.

Close Hearing

Other Items - None

New Business

Ordinances

Open Public Hearing

- [2.](#) City Council Ordinance No. 2020-2176 - (first reading) An ordinance of the City of Lake City, Florida, pursuant to Petition No. ANX 20-02, 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.

Close Hearing

Adopt City Council Ordinance No. 2020-2176 (first reading)

Open Public Hearing

- [3.](#) City Council Ordinance No. 2021-2177 - (first reading) An ordinance of the City of Lake City, Florida, amending the Code of the City of Lake City, Florida to provide for lien amnesty and forgiveness of fines and liens associated with code enforcement proceedings.

Close Hearing

Adopt City Council Ordinance No. 2021-2177 (first reading)

Resolutions

4. City Council Resolution No. 2021-001 - A resolution of the City Council of the City of Lake City, Florida authorizing the City, by and through its Police Department, to enter into the Columbia County Multi-Jurisdictional Task Force Agreement 2021 with the Columbia County Sheriff's Office and the Florida Department of Law Enforcement; providing for conflicts; and providing an effective date.
5. City Council Resolution No. 2021-002 - A resolution of the City Council of the City of Lake City, Florida, authorizing the execution of an agreement with the Organized Crime Drug Enforcement Task Forces for Fiscal Year 2021 and the City, through the Lake City Police Department, accepting financial assistance from the Federal Government for overtime and expenses associated with strategic initiative programs.
6. City Council Resolution No. 2021-003 - A resolution of the City Council of the City of Lake City, Florida, declaring certain personal property owned by the City to be either surplus to its needs and sold at a publicly noticed sale or determined to be obsolete, non-serviceable, or beyond economic repair pursuant to and in accordance with the provisions and requirement of Section 2-183 of the City Code, and authorizing the City to remove such surplus property when sold or disposed of from the fixed assets of the City.
7. City Council Resolution No. 2021-004 - A resolution of the City of Lake City, Florida, ratifying the Mayor's extension of the State of Emergency arising from the Covid-19 Public Health Emergency.
8. City Council Resolution No. 2021-006 - A resolution of the City Council of the City of Lake City, Florida accepting the bid from, and authorizing the execution of an agreement with Crews Custom Services, Inc., for the planting of trees at the City's Bio Solids Site and Spray Field, at a cost not-to-exceed \$32,500.00.
9. City Council Resolution No. 2021-008 - A resolution of the City Council of the City of Lake City, Florida, authorizing the execution of a Release and Satisfaction of Lien, the lien relating to a code enforcement lien being recorded in the Official Records Book 1347, Page 2347, of the public records of Columbia County, Florida

Other Items - None

Departmental Administration

10. Discussion and Possible Action - Process for renting out Girls Club buildings (Joe Helfenberger)

Comments by Council Members

Adjournment**Zoom CMT Information**

Place: Due to the COVID-19 social distancing requirements, the City of Lake City will hold the this meeting via communications media technology.

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

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

Meeting ID: 851 4391 0809#

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

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

Meeting ID: 851 4391 0809#

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

Public Participation

The public may participate at the appropriate time via: (i) video conference by utilizing the software chat function or raise hand function to request to speak; or (2) telephonically by dialing *9 to raise hand. The Chair will allow for sufficient time for all participants to be heard.

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

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

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

Contingency Information

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

The public may attend the contingency plan meeting as follows:

1-844-992-4726 (toll free)

Enter access code: 173 541 6832#

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

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

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

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

File Attachments for Item:

1. City Council Resolution No. 2020-122 - A resolution of the City Council of the City of Lake City, Florida, adopting an inventory list identifying city property deemed appropriate for use as potential affordable housing; providing for conflicts; providing for severability; and providing an effective date.

Meeting Date
Jan 04, 2021

City of Lake City *Report to Council*

AGENDA	
Section	
Item No.	

Subject: Resolution 2020-122 as required by Florida Statute 166.0451

DEPT. / OFFICE: GROWTH MANAGEMENT

Originator:		
David C. Young		
City Manager	Department Director	Date
JOSEPH HEFENBERGER	DAVID YOUNG	12-10-20
Recommended Action:		
City Council to hold a public hearing on the surplus city owned property that is deemed suitable for affordable housing and decide on the course of action to dispose of this property		
Summary Explanation & Background:		
<p>To comply with Florida Statute 166.0451, the City Council, every three years, shall hold a public hearing on and approve the course of action to dispose of any excess property that is appropriate for use as affordable housing by Resolution. There are three methods of disposing of this excess property that the City Council may choose from:</p> <ol style="list-style-type: none"> 1. Property offered for sale and proceeds may be used to purchase land for development of affordable housing or to increase the local government fund earmarked for affordable housing. 2. Sold with a restriction that requires the development of the property as permanent affordable housing. 3. Donated to a nonprofit housing organization for the construction of permanent affordable housing. 		
Alternatives: No alternatives. The city would be in non-compliance with fs 166.0451.		
Source of Funds:		
N/A		
Financial Impact: If city is in non-compliance with fs 166.0451, this may affect grants applied for by the city for affordable housing		
Exhibits Attached:		
Resolution 2020-122 and Florida Statute 166.0451		

CITY COUNCIL RESOLUTION NO. 2020-122

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, ADOPTING AN INVENTORY LIST IDENTIFYING CITY PROPERTY DEEMED APPROPRIATE FOR USE AS POTENTIAL AFFORDABLE HOUSING; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Florida Legislature adopted House Bill No. 1363 (Chapter 2006-69, Laws of Florida) requiring that beginning July 2007 and every three (3) years thereafter each local government prepare an inventory of all real property within its jurisdiction to which the local government holds fee simple title that is appropriate for use as affordable housing; and

WHEREAS, the City of Lake City (hereinafter the “City”) is committed to actively encouraging the production of affordable and attainable housing within the City; and

WHEREAS, section 166.0451, Florida Statutes, requires that the City Council review the inventory list of affordable housing and make revisions as determined necessary; and

WHEREAS, section 166.0451, Florida Statutes, requires that the City Council adopt a resolution that includes the inventory list of affordable, as revised; and

WHEREAS, the city administration has recommended an inventory list of affordable housing and the City Council finds the inventory list attached hereto as “Exhibit A” to be appropriate for use as affordable housing; and

WHEREAS, section 166.0451, Florida Statutes, requires that the City Council make the appropriate real properties listed on the adopted inventory list available through one or more of several specified methods.

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 inventory list of affordable housing attached hereto as “Exhibit A” is adopted and determined to be appropriate for use as affordable housing.

Section 3. The real properties identified in the inventory list (Exhibit A)

10/27/20

FLK/aj

shall be offered for affordable housing in any one of the methods provided for in section 166.0451, Florida Statutes. The term “affordable” has the same meaning as in section 420.0004(3), Florida Statutes (2020).

Section 4. The City is hereby authorized to further review and conduct any necessary and reasonable due diligence for the real properties identified in the inventory list to further determine the feasibility of those real properties for use as affordable housing, and to take such further action as is necessary to comply with the requirements of section 166.0451, Florida Statutes. Pursuant to section 166.0451, Florida Statutes, the City shall prepare and adopt an updated inventory list three (3) years from the effective date of this resolution, and every three (3) years thereafter unless and until section 166.0451, Florida Statutes, is amended or repealed.

Section 5. If any clause, section, or other part or application of this resolution 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 resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 7. This resolution shall take effect immediately upon its adoption and shall remain in effect until duly amended by the City Council.

PASSED AND ADOPTED at a meeting of the City Council this ____ day of December 2020.

CITY OF LAKE CITY, FLORIDA

By: _____
Stephen M. Witt, Mayor

ATTEST:

APPROVED AS TO FORM AND
LEGALITY:

By: _____
Audrey E. Sikes, City Clerk

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

EXHIBIT A

Street	SType	PARCEL #	Total Acres	Use	Appr_Value	Sale_Date	Book	Page	Notes:	Zoning
658 NE AGGIE	AVE	10895000	0.253	MUNICIPAL	4961	8/14/2013	1260	1528	Possible-buildable	RSF 3-Res Single Family 3
		11813000	0.041	MUNICIPAL	450	6/25/1999	883	729	Possible-buildable	RSF 3-Res Single Family 3
484 NW SIMMS	DR	11828000	0.436	MUNICIPAL	8075	6/18/2013	1257	2122	Possible-buildable	RSF 1-Res Single Family 1
168 NE ESCAMBIA	ST	12039000	0.433	MUNICIPAL	12039	12/28/2012	1247	99	Possible-buildable	RO-Residential Office
497 NE HERNANDO	AVE	12040000	0.329	MUNICIPAL	10788	12/28/2012	1247	99	Possible-buildable	RO-Residential Office
		12043000	0.125	VACANT	4095	12/28/2012	1247	99	Possible-buildable	RO-Residential Office
		13113000	0.192	MUNICIPAL	2638	11/2/1994	797	1481	Possible-buildable	RSF 3-Res Single Family 3
336 SE FAYE	LN	034S1707571000	1	MUNICIPAL	21084	6/30/2007	1124	323	county-possible buildable	Located in County Zoned RSF-2
552 NE GURLEY	AVE	283S1711926000	0.241	MUNICIPAL	5250	7/1/1986	598	757	Possible-buildable	RSF 3-Res Single Family 3
		313S1706047000	0.703	MUNICIPAL	24717		0	0	Possible-buildable	RSF 3-Res Single Family 3
915 NW EADIE	ST	313S1705986000	0.284	MUNICIPAL	9288	10/4/2016	1324	1950	Possible-buildable	RSF 2-Res Single Family 2
		11775000	0.125	MUNICIPAL	2730	2/2/2015	1288	2311	Possible-buildable	RSF 3-Res Single Family 3

File Attachments for Item:

2. City Council Ordinance No. 2020-2176 - (first reading) An ordinance of the City of Lake City, Florida, pursuant to Petition No. ANX 20-02, 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.

ORDINANCE NO. 2020-2176

AN ORDINANCE OF THE CITY OF LAKE CITY, FLORIDA, PURSUANT TO PETITION NO. ANX 20-02, 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 CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AS FOLLOWS:

Section 1. Pursuant to a petition, ANX 20-02, by Bishop Farms Properties 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 1

A Portion of Parcel No. 10-4S-17-08303-000

A parcel of land lying in Section 10, Township 4 South, Range 17 East, Columbia County, Florida. Being more particularly described, as follows: The East 1/2 of said Section 10.

Containing 199.00 acres, more or less.

LESS and EXCEPT

A parcel of land lying in Section 10, Township 4 South, Range 17 East, Columbia County, Florida. Being more particularly described, as follows: Commence at the Southeast corner of said Section 10; thence South 88°06'41" West 48.50 feet to the Westerly right-of-way line of County Road 245 and the Point of Beginning; thence continue South 88°06'41" West 350.00 feet, along the South line of said Section 10; thence North 00°41'19" West 350.00 feet; thence North 88°06'41" East 350.00 feet to the Westerly right-of-way line of said County Road 245; thence South 00°41'19" East 350.00 feet, along the Westerly right-of-way line of said County Road 245 to the Point of Beginning.

Containing 2.82 acres, more or less.

Total lands containing 196.18 acres, more or less.

PARCEL 2

A Portion of Parcel No. 10-4S-17-08303-000

A parcel of land lying in Section 10, Township 4 South, Range 17 East, Columbia County, Florida. Being more particularly described, as follows: The Northwest 1/4 and the East 1/2 of the East 1/2 of the Southwest 1/4 of said Section 10.

Containing 320.00 acres, more or less.

LESS AND EXCEPT

A parcel of land lying in Section 10, Township 4 South, Range 17 East, Columbia County, Florida. Being more particularly described, as follows: Commence at the Northwest corner of the Northwest 1/4 of said Section 10; thence North 88°07'26" East 2,084.00 feet, along the North line of said Section 10 for the Point of Beginning; thence continue North 88°07'26" East 233.00 feet, along the North line of said Section 10; thence South 01°52'34" East 560.00 feet; thence South 88°07'26" West 233.00 feet; thence North 01°52'34" West 560.00 feet to the Point of Beginning.

Containing 3.00 acres, more or less.

Total lands containing 317.00 acres, more or less.

All said lands containing 513.18 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:

Parcel 1: 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 (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.

Parcel 2: RESIDENTIAL, LOW DENSITY (less than or equal to 2 dwelling units per acre) under the land use classifications as designated on the Future Land Use Plan Map of the County Comprehensive Plan and classified as RESIDENTIAL, SINGLE FAMILY-2 (RSF-2) 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 January 2021.

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

Attest:

CITY COUNCIL OF THE
CITY OF LAKE CITY, FLORIDA

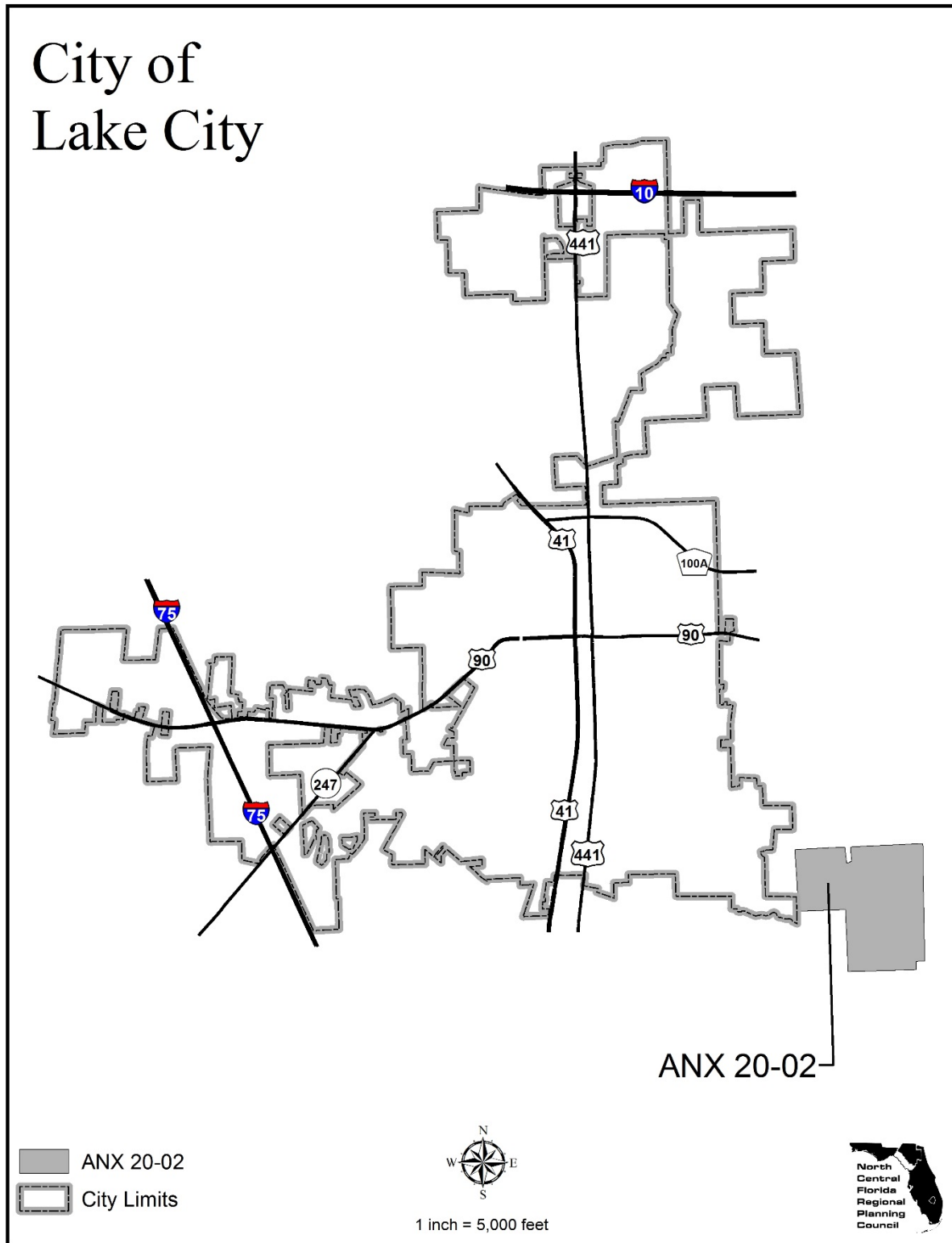
Audrey Sikes, City Clerk

Stephen M. Witt, Mayor

APPROVED AS TO FORM AND LEGALITY:

Frederick Koberlein Jr., City Attorney

Schedule A: Location Map



File Attachments for Item:

3. City Council Ordinance No. 2021-2177 - (first reading) An ordinance of the City of Lake City, Florida, amending the Code of the City of Lake City, Florida to provide for lien amnesty and forgiveness of fines and liens associated with code enforcement proceedings.

CITY COUNCIL ORDINANCE NO. 2021-2177

**AN ORDINANCE OF THE CITY OF LAKE CITY, FLORIDA,
AMENDING THE CODE OF THE CITY OF LAKE CITY,
FLORIDA TO PROVIDE FOR LIEN AMNESTY AND
FORGIVENESS OF FINES AND LIENS ASSOCIATED WITH
CODE ENFORCEMENT PROCEEDINGS.**

WHEREAS, Article X of the Code of the City of Lake, Florida (hereinafter the “Code”) titled “Code Enforcement Board” and chapter 162, Florida Statutes, provide a process for equitable, expeditious, effective, and inexpensive enforcement of the City’s ordinances; and

WHEREAS, the Code provides for the ability to assess fines and record liens on the real properties of violators of the Code; and

WHEREAS, the City Council recognizes the need to assess fines and record liens against those property owners who violate the ordinances of the City from time to time; and

WHEREAS, the City Council also recognizes the need to temper with mercy, the assessment of fines and the recording of liens against violators and their properties and finds the need to create a code enforcement lien amnesty program; and

WHEREAS, the City Council desires to further assist the community and finds that the creation of a code enforcement lien amnesty program is in the best interests of the City and its citizens.

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

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

Section 2. That the Code of the City of Lake City, Florida, is hereby amended by adding an article eleven (XI) to chapter 2 which article shall be titled “CODE ENFORCEMENT LIEN AMNESTY” and shall read as follows:

ARTICLE XI. – CODE ENFORCEMENT LIEN AMNESTY

Sec. 2-424. – Code Enforcement Lien Amnesty duration; acceptance of applications; application fee; multiple violations.

- (a) *Program duration.* Duration of the code enforcement lien amnesty program shall be from February 1, 2021 to January 31, 2022 unless extended by resolution adopted by the City Council.
- (b) *Acceptance of Applications.* Property owners applying to the Code Enforcement Lien Amnesty Program must complete a Code Enforcement Lien Amnesty Program application. Applications will be accepted between February 1, 2021 until January 31, 2022 by the Growth Management Department. Applications are available at City Hall. Completed applications (with application fee if applicable) may be returned in person or via registered mail to the Growth Management Department.
- (c) *Application fee.* Property owners applying to the Code Enforcement Amnesty Program must, in addition, to completing a Code Enforcement Amnesty Program application, submit a \$50.00 nonrefundable application fee.
- (d) *Procedure when multiple violations present.* Property owners with multiple code enforcement liens must apply for amnesty on each lien on the property simultaneously under the program with each lien being subject to the application fee.
- (e) *Intent.* It is the intent of the City Council to provide for amnesty of both code enforcement fines and liens and the provisions located within this article shall afford such intent as to both fines and liens.

Sec. 2-425 Ineligible liens.

- (a) Utility liens are not eligible for the code enforcement lien amnesty program.
- (b) Special Assessment liens or payments due for code enforcement abatement actions, such as lot mowing, debris removal, or demolition are not eligible for code enforcement lien amnesty and such liens must be paid in full prior to a property owner requesting a lien reduction under the terms of this article.

- (c) Code Enforcement liens of less than or equal to one thousand dollars (\$1,000.00) are not eligible for code enforcement lien amnesty.

Sec. 2-426 Eligibility criteria.

- (a) Property must be in compliance with all city codes and ordinances in order to be eligible for code enforcement lien amnesty.
- (b) Both commercial and residential properties are eligible to participate in the program.
- (c) Any municipal special assessment liens or other code enforcement abatement costs must be paid in full.

Sec. 2-427. Application for satisfaction, reduction, or release of code enforcement liens.

- (a) Where a certified copy of an order imposing a fine, as described in this Code or Florida Statutes, has been recorded in the public records of Columbia County, Florida, and has become a lien against the violator or their land or property, such violator, or the violators successors or assigns, who has an ownership interest in the encumbered property, or a prospective purchaser (collectively the “applicant”) may apply for amnesty or satisfaction of such lien as follows:
 - (1) Upon full payment by the applicant of the fine imposed in accordance with this article, the City Clerk is hereby authorized to execute and record on behalf of the city a satisfaction of lien in the public records of Columbia County, Florida. The applicant shall be responsible for paying all costs of recording.
 - (2) Upon request for amnesty of either a code enforcement fine or lien the applicant shall submit a written application to the Growth Management Department.
- (b) The application for amnesty of the fine or lien shall be in written form, typed or handwritten, by the applicant, on a City provided application, and shall be submitted to the Growth Management Department. The application shall be executed under oath and

sworn to in the presence of a notary public, and shall include, but may not be limited to, the following:

- (1) A copy of the order imposing a fine upon the property including the code enforcement case number;
 - (2) The date upon which the applicant brought the subject property into compliance with the Code;
 - (3) The factual basis upon which the applicant believes the application for amnesty of the lien should be granted;
 - (4) The terms upon which the amnesty of the fine or lien should be granted;
 - (5) The reasons, if any, compliance was not obtained prior to the Order being recorded;
 - (6) A statement verifying whether the applicant was issued any title policy or policies for the subject property encumbered by the lien after the date the lien was recorded in the public records of Columbia County, Florida. If such a policy or policies were issued to the applicant, a copy of any such title policy shall be submitted with the application;
 - (7) Any other information which the applicant deems pertinent to the request, including but not limited to, the circumstances that exist which would warrant the amnesty of the fine or lien.
- (c) The applicant shall submit, at the time of application, payment of \$50.00 to the city to reimburse the city for its costs associated with recording the order imposing a fine and the requested reduction or release of lien. These costs are nonrefundable, without regard for the final disposition of the application.
- (d) Upon receipt of the application for amnesty of the fine or lien and payment provided above, the Growth Management Department shall confirm that the violation which resulted in the order imposing penalty or fine has been brought into compliance. If the violation has been brought into compliance and there is no current code violation upon the property in question, the Growth Management Department shall review and schedule the application

to be presented to the Code Enforcement Special Magistrate at the next scheduled Code Enforcement proceedings. Additional information shall also be required to support the application if the Growth Management Department deems such information is relevant and necessary for the Code Enforcement Special Magistrate to make the final decision on the application. The City Council hereby delegates to the Code Enforcement Special Magistrate the authority to review and consider applications for amnesty of the fines and liens and make determinations as provided herein.

- (e) The Code Enforcement Special magistrate shall review and consider the following factors in making a determination on amnesty of a fine or lien.
 - (1) The amount of any administrative costs incurred by the city which are directly associated with the underlying code enforcement case and lien including, but not limited to, code enforcement staff and attorney time, postage, advertising and recording costs, and other city expenses related to any measure taken by the Code Enforcement Special Magistrate or city to abate a nuisance caused by the violation;
 - (2) The gravity and number of violations;
 - (3) The current property value compared to the amount of the fine or lien;
 - (4) Whether the applicant was responsible for the violation which caused the fine or lien;
 - (5) Whether the applicant is or will be a bona fide purchaser of the subject property and is filing or has filed for a homestead exemption evidencing a desire to reside within the city on a non-transient basis, or whether the property is or will be acquired for investment or other purposes;
 - (6) Whether the applicant acquired the subject property with knowledge, or should have had knowledge, or the subject fine or lien;

- (7) If the title insurance policy was issued upon the purchase of the property and the title insurance policy failed to identify or consider the lien, a waiver for amnesty of the lien shall not be granted. In such cases the lien should have been discovered by the title insurer and providing amnesty of the fines and lien would place the City in the position of indemnifying the title insurer against its losses, which losses should be reflected in premium charges;
 - (8) The time in which it took to bring the property into compliance and associated expenses incurred;
 - (9) With respect to the speculator, non-homestead purchaser of the subject property, the accrued amount of the code enforcement fine or lien as compared to the investment and profit that will be gained as a result of the purchase or sale of the property and the amnesty or satisfaction;
 - (10) Any previous or subsequent code violations pertaining to the property unless an order finding a violation is under appeal at the time of determination;
 - (11) Any previous or subsequent code violations of the applicant pertaining to other properties owned within the city, unless an order finding a violation is under appeal at the time of determination;
 - (12) Any relevant information contained in any title policy required to be submitted to the city under this section;
 - (13) Any financial hardship;
 - (14) Any other mitigating circumstance which may warrant the amnesty of the fine or lien; and
 - (15) Any other administrative review criteria relevant to whether it is equitable to preapprove amnesty of a fine or lien which are adopted by the City Council, in writing, and are intended to be applied to all applications on a uniform basis.
- (f) The Code Enforcement Special magistrate may, in writing, approve, approve with conditions, or deny the application. To the maximum

extent feasible, the Code Enforcement Special Magistrate shall collect, at a minimum, all administrative and out-of-pocket costs incurred by the city as specified in subsection (e)(1). If the Code Enforcement Special Magistrate approves the application and the approved subject to conditions, the instrument providing relief of a fine or lien shall not be prepared or recorded until the condition(s) placed by the Code Enforcement Special Magistrate have been satisfied.

- (g) The applicant shall have thirty (30) days in which to comply with the conditions imposed by the Code Enforcement Special Magistrate or submit a written appeal as provided herein. Failure of the applicant to comply or timely appeal will result in the automatic denial of the application and the original amount of the fine, including costs, shall be automatically reinstated. After the appeal time period has run or is waived by the applicant, in writing, the Code Enforcement Special Magistrate may, for good cause shown, grant additional time in the form of a written estoppel letter to a closing agent for purposes of facilitating a pending closing of the subject property.
- (h) If the application is denied, or if the application is automatically denied due to failure of the applicant to comply with the conditions imposed by the Code Enforcement Special Magistrate or timely appeal, the applicant shall thereafter be barred from applying for a subsequent amnesty of the fine or lien for a period of thirty (30) days from the date of denial. During the thirty (30) day period, the fine or lien may only be satisfied and released upon full payment of the fine or lien imposed in accordance with this article.
- (i) The applicant may appeal the Code Enforcement Special Magistrate's decision to the City Council, by filing a written appeal with the City Clerk within thirty (30) days of the date of the decision. The notice of appeal shall state the decision that is being appealed, the grounds for appeal, and a brief summary of the relief being sought. A nonrefundable filing fee of \$50.00 shall accompany the notice of appeal. Upon submittal of a timely appeal and filing fee, the City Manager shall place the appeal of the determination upon the agenda of the next regularly scheduled City Council meeting to the extent practicable. The City Council shall render a final decision on the application based upon the sworn application and determination of the Code Enforcement Special Magistrate and

any other relevant information or testimony provided to the City Council at the meeting by the applicant, City Manager, or any other interested party. Any decision made by the City Council pursuant to this section shall be deemed final and not subject to any further administrative review by the city. The applicant shall have thirty (30) days in which to comply with any decision of or condition imposed by the City Council or the application shall be deemed automatically denied and thereafter, the applicant shall be barred from applying for a subsequent reduction or release of lien for a period of thirty (30) days from the date of the City Council's decision. During the thirty (30) day period, the lien may only be satisfied and released upon full payment of the fine or penalty imposed in accordance with this division.

- (j) When a fine or lien is satisfied as a result of amnesty as ordered by the Code Enforcement Special Magistrate, the City Clerk is hereby authorized to execute and record in the public records of Columbia County, Florida, a satisfaction of lien on behalf of the city. The \$50.00 application fee shall be utilized for all costs incurred by the city.

Sec. 2-428. Other lien releases.

- (a) In addition to the release of fines or liens described above, the mayor shall be authorized to execute a release of a code compliance or code enforcement fine or lien which has been deemed in writing by the City Attorney to be legally unenforceable or uncollectable as described below:
 - (1) The lien is more than twenty (20) years old; or the statute of limitations relating to the lien has otherwise expired;
 - (2) The lien was properly foreclosed by order of the Circuit Court of the Third Judicial Circuit in and for Columbia County, Florida;
 - (3) The lien was properly discharged in a bankruptcy proceeding by the order of a bankruptcy court;
 - (4) The property encumbered by the fine or lien is currently owned by the city;

- (5) Any other reason as determined by the City Attorney that establishes the legal unenforceability or uncollectibility of a lien

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

Section 4. This ordinance shall be filed in the Office of the City Clerk of the City of Lake City, and in the Office of the Growth Management Director of the City of Lake City.

Section 5. All ordinances or parts of ordinances in conflict herewith are, to the extent of the conflict, hereby repealed.

[Remainder of this page intentionally left blank.]

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

PASSED upon first reading this _____ day of _____, 2021.

NOTICE PUBLISHED on the ____ day of _____, 2021.

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

CITY OF LAKE CITY, FLORIDA

By: _____
Stephen M. Witt, Mayor

ATTEST:

APPROVED AS TO FORM AND
LEGALITY:

By: _____
Audrey E. Sikes, City Clerk

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

File Attachments for Item:

4. City Council Resolution No. 2021-001 - A resolution of the City Council of the City of Lake City, Florida authorizing the City, by and through its Police Department, to enter into the Columbia County Multi-Jurisdictional Task Force Agreement 2021 with the Columbia County Sheriff's Office and the Florida Department of Law Enforcement; providing for conflicts; and providing an effective date.

CITY COUNCIL RESOLUTION NO. 2021-001

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA AUTHORIZING THE CITY, BY AND THROUGH ITS POLICE DEPARTMENT, TO ENTER INTO THE COLUMBIA COUNTY MULTI-JURISDICTIONAL TASK FORCE AGREEMENT 2021 WITH THE COLUMBIA COUNTY SHERIFF'S OFFICE AND THE FLORIDA DEPARTMENT OF LAW ENFORCEMENT; PROVIDING FOR CONFLICTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, there exists a law enforcement problem relating to narcotics activity in Columbia County, Florida, and the Lake City Police Department (hereinafter the "LCPD"), the Columbia County Sheriff's Office (hereinafter the "CCSO"), and Florida Department of Law Enforcement (hereinafter the "FDLE") recognize the need for the establishment and operation of a Task Force to effectively deter narcotics activity in Columbia County; and

WHEREAS, narcotics offenses occur throughout Columbia County without regard to jurisdictional boundaries; and

WHEREAS, effective law enforcement investigation, apprehension, and ultimately successful prosecution of narcotics cases will be greatly enhanced by a joint cooperative effort specifically targeting narcotics violations; and

WHEREAS, the LCPD, CCSO and FDLE desire to enter into the attached Columbia County Multi-Jurisdictional Task Force Agreement 2021 (hereinafter the "Agreement"), incorporated herein by reference, to provide a mechanism for the effective investigation of narcotics activities originating or operating in Columbia County, Florida; and

WHEREAS, the City Council finds that the best interest of the City and its citizens are served by the Agreement pursuant to the terms and conditions of said 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 true and accurate and are hereby incorporated herein and made a part of this resolution.

Section 2. The Mayor and Chief of Police are authorized to execute the Agreement for and on behalf of the City.

Section 3. All resolutions or portions of resolutions in conflict with this resolution are hereby repealed to the extent of such conflict.

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

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

**COLUMBIA COUNTY MULTI-JURISDICTIONAL TASK FORCE
AGREEMENT 2021**

THIS AGREEMENT is entered into by and between the Columbia County Sheriff, the Lake City Police Department and the Florida Department of Law Enforcement and shall take effect upon the date of the signature of the last party to sign the agreement.

WITNESSETH:

WHEREAS, there exists a major law enforcement problem relating to narcotics activity in Columbia County, Florida, and each of the parties to this agreement recognizes the need for the establishment and operation of a Multi-Jurisdictional Task Force (hereinafter MJTF) to effectively deter narcotics activity in Columbia County; and

WHEREAS, narcotics offenses occur throughout Columbia County without regard to jurisdictional boundaries; and

WHEREAS, effective law enforcement investigation, apprehension and ultimately successful prosecution of narcotics cases will be greatly enhanced by a joint cooperative effort specifically targeting narcotics and associated violations;

WHEREAS, each of the participating jurisdictions represented herein is authorized to perform each service contemplated for it herein:

NOW THEREFORE, in consideration of covenants, conditions, performances and promises hereinafter contained, the parties hereto agree to the following:

1.0 MJTF CONTINUATION, TERM AND PURPOSE

- 1.1 The countywide MJTF, composed of law enforcement shall be known as the Columbia County Multijurisdictional Task Force.
- 1.2 This agreement shall take effect on the date of the last party to sign the agreement and shall remain in effect through January 7, 2025, unless earlier terminated or modified as provided in this agreement.
- 1.3 The purpose of the MJTF shall be to formally structure and jointly coordinate selected law enforcement activities, resources and functions in order to disrupt illegal drug trafficking systems and to remove trafficking through a cooperative program of investigations, prosecution and asset forfeiture.

1.4 The MJTF adopts the following goals:

- Continue to attack the demand and supply sides of narcotics trafficking; and
- Continue enforcement efforts directed toward mid and upper level dealers.

1.5 The MJTF shall follow the management system for shared coordination and direction of personnel as well as financial, equipment and technical resources as stated in the HIDTA initiative agreement.

1.6 The MJTF shall continue to implement operations, including each of the following:

- a. Development of Intelligence,
- b. Target Identification,
- c. Investigation,
- d. Arrest of Suspects,
- e. Successful prosecution of offenders and,
- f. Asset forfeiture/disposition.

1.7 The MJTF shall evaluate and report on MJTF performance to the MJTF Executive Board.

2.0 ORGANIZATION

2.1 The MJTF shall be organized as shown below and will meet when deemed necessary by agreement of the Executive Board.

2.2 The MJTF Executive Board shall be comprised of the Columbia County Sheriff, the Lake City Police Chief and a representative from the Florida Department of Law Enforcement. The Columbia County Sheriff shall serve as Chair of the Executive Board and the Lake City Police Chief shall serve as the Vice-Chair. The MJTF Executive Board may adopt bylaws providing for appointment of alternates to attend Executive Board meetings in the absence of members. At such meetings the alternates shall have the same rights as appointed members. Any action taken by the MJTF Executive Board under this agreement shall be based on a majority vote.

2.3 All law enforcement personnel assigned to the MJTF shall be directed in their MJTF duties by the MJTF Executive Board and supervised by the MJTF Commander. The MJTF Commander will be an employee of the Columbia County Sheriff's Office.

- 2.4 Each party agrees to furnish necessary equipment, resources and facilities and to render services to the MJTF; provided however, that no party shall be required to deplete unreasonably from its own equipment, resources, facilities and services in furnishing such service.
- 2.5 Any and all funds used by the MJTF shall be utilized in strict compliance with guidelines for such use as set by Florida Law and by any federal requirement related to grants received by the MJTF. All funds shall be maintained and accounted for by the agency that accepts and/or receives any monies. The MJTF Executive Board shall ensure that an audit of all operating funds utilized by the MJTF is completed annually.
- 2.6 Exhibit "A", attached hereto and incorporated herein by this reference, sets forth the personnel currently assigned to the MJTF by each participating agency. All personnel selected to be the MJTF must meet all necessary requirements set forth in accordance with applicable grant guidelines and must be of a high caliber, as such, once the list of personnel is approved by the MJTF Executive Board, any requested changes of MJTF personnel will be submitted thru the MJTF Commander for recommendation and forwarded to the MJTF Executive Board for final approval or disapproval.

3.0 ASSET FORFEITURE

- 3.1 The MJTF Commander shall manage the acquisition and disposition of assets seized or forfeited as a result of this agreement in compliance with all laws, regulations, MJTF procedures and HIDTA initiative directives.
- 3.2 Pursuant to the Florida Contraband Forfeiture Act (hereinafter FCFA) the MJTF shall seek an equitable distribution of all monetary proceeds in the following amounts so long as the personnel assignments reflected in "Exhibit A" remain unchanged. After compliance with the provisions of the FCFA the Columbia County Sheriff's Office shall be entitled to sixty-five percent (65%) of the net monetary proceeds of each seizure and the Lake City Police Department shall be entitled to thirty-five percent (35%) of the net monetary proceeds of each seizure.

Should personnel assignments currently reflected in "Exhibit A" change the MJTF Executive Board may modify the percentages each agency is entitled to receive on either a case-by-case basis or a permanent basis.

Each agency shall be responsible for the depositing and processing of its respective proceeds in compliance with the FCFA. Nothing herein shall be construed as the parties' intentions to prevent reinvestment of proceeds in the MJTF for future lawful enforcement efforts.

4.0 ACQUISITION AND USE OF EQUIPMENT

4.1 In the event that any equipment is acquired with grant funds, the participating agencies agree that the MJTF will use the equipment only for specified law enforcement purposes for the term of the grant.

4.2 Upon termination of the MJTF, any equipment provided by participating agencies will be returned to that respective agency.

5.0 MODIFICATION

Participating agencies hereto reserve the right to amend this agreement in the future from time to time as may be mutually agreed upon. No such amendment shall be effective unless written and signed by all the contributing agencies with the same formality as this agreement.

6.0 TERMINATION OF AGREEMENT

Notwithstanding any provisions of this agreement, any party may withdraw from the agreement as it pertains to them by providing written notice of such withdrawal to all other parties, specifying the effective date thereto at least sixty (60) days prior to such date. A withdrawing agency may take with it any equipment it has loaned or donated to the MJTF.

7.0 AUTHORITY OF SIGNATURES

Each signatory to this agreement who is not a constitutional officer shall submit to the approving authority of the Governing Board, a resolution of the governing body of the signatory's department authorizing their participation, signature to this agreement, as well as accepting the terms thereof.

8.0 HOLD HARMLESS

Each party hereto agrees to save, indemnify, defend and hold the other parties harmless from any allegations, complaints or claims of wrongful and/or negligent acts or omissions, by said party and/or its officers, agents or employees to the fullest extent of the law. In the case of allegations, complaints or claims against more than one party, any damages allowed shall be levied in proportion to the percentage of fault attributable to each party, and each party shall have the right to seek contribution from each of the other parties. Moreover, the parties agree to cooperate and jointly defend any such matter to the extent allowed by law. An agency that has withdrawn assumes no responsibility for the actions of the remaining members arising after the date of withdrawal, but shall remain liable for claims or loss or liability arising prior to the effective date of withdrawal.

IN WITNESS WHEREOF, the undersigned have executed this agreement on the date indicated.

Date: _____

Mark A. Hunter
Sheriff of Columbia County

Date: _____

Argatha Gilmore
Chief of Police

Date: _____

Stephen M. Witt
Mayor of Lake City

Date: _____

Richard L. Swearingen
Commissioner, FDLE

EXHIBIT "A"

Columbia County Multi-Jurisdictional Task Force Personnel and Basic Equipment Assigned by Agency

Lake City Police Department

Sgt.	Cell Phone	HIDTA
Officer	Cell Phone	HIDTA

Columbia County Sheriff's Office

Lt.	Cell Phone	
Sgt.	Cell Phone	CCSO
Detective	Cell Phone	CCSO/DEA
Detective	Cell Phone	CCSO
Detective	Cell Phone	CCSO
Detective	Cell Phone	CCSO
Detective	Cell Phone	CCSO

Florida Department of Law Enforcement

Agent	Cell Phone	FDLE
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File Attachments for Item:

5. City Council Resolution No. 2021-002 - A resolution of the City Council of the City of Lake City, Florida, authorizing the execution of an agreement with the Organized Crime Drug Enforcement Task Forces for Fiscal Year 2021 and the City, through the Lake City Police Department, accepting financial assistance from the Federal Government for overtime and expenses associated with strategic initiative programs.

CITY COUNCIL RESOLUTION NO. 2021-002

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH THE ORGANIZED CRIME DRUG ENFORCEMENT TASK FORCES FOR FISCAL YEAR 2021 AND THE CITY, THROUGH THE LAKE CITY POLICE DEPARTMENT, ACCEPTING FINANCIAL ASSISTANCE FROM THE FEDERAL GOVERNMENT FOR OVERTIME AND EXPENSES ASSOCIATED WITH STRATEGIC INITIATIVE PROGRAMS.

WHEREAS, the City of Lake City, Florida (hereinafter the “City”), by and through the City of Lake City Police Department (hereinafter “LCPD”), desires to enter into an agreement with the Organized Crime Drug Enforcement Task Forces (hereinafter “OCDETF”) for fiscal year 2021, for the use of LCPD overtime and expenses associated with strategic initiative programs; and

WHEREAS, the City Council finds that it is in the City’s best interest and the best interest of its citizens to enter into the *Organized Crime Drug Enforcement Task Forces FY 2021 Agreement Initial Funding Form* (hereinafter “Agreement”) pursuant to the terms and conditions of said Agreement, a copy of which is available for inspection, subject to lawful exemptions, at the LCPD.

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

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

Section 2. The City, by and through the LCPD, is hereby authorized to enter into the Agreement with OCDETF.

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

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

CITY OF LAKE CITY, FLORIDA

By: _____
Stephen M. Witt, Mayor

ATTEST:

APPROVED AS TO FORM AND
LEGALITY:

By: _____
Audrey E. Sikes, City Clerk

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

File Attachments for Item:

6. City Council Resolution No. 2021-003 - A resolution of the City Council of the City of Lake City, Florida, declaring certain personal property owned by the City to be either surplus to its needs and sold at a publicly noticed sale or determined to be obsolete, non-serviceable, or beyond economic repair pursuant to and in accordance with the provisions and requirement of Section 2-183 of the City Code, and authorizing the City to remove such surplus property when sold or disposed of from the fixed assets of the City.

CITY COUNCIL RESOLUTION NO. 2021-003

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, DECLARING CERTAIN PERSONAL PROPERTY OWNED BY THE CITY TO BE EITHER SURPLUS TO ITS NEEDS AND SOLD AT A PUBLICLY NOTICED SALE OR DETERMINED TO BE OBSOLETE, NON-SERVICEABLE, OR BEYOND ECONOMIC REPAIR PURSUANT TO AND IN ACCORDANCE WITH THE PROVISIONS AND REQUIREMENTS OF SECTION 2-183 OF THE CITY CODE, AND AUTHORIZING THE CITY TO REMOVE SUCH SURPLUS PROPERTY WHEN SOLD OR DISPOSED OF FROM THE FIXED ASSETS OF THE CITY.

WHEREAS, the City Manager of the City of Lake City, Florida (hereinafter the “City”), has received from various departments of the City a detailed list of items of property described on “Exhibit A” attached hereto (hereinafter the “Property”) which are no longer used by such departments; and

WHEREAS, the City Manager has determined that no other department of the City has any use for the Property, and requests that the City Council find such Property to be surplus to the needs of the City; and

WHEREAS, the City Council finds that the Property is surplus to the needs of the City and that the items of Property shall be disposed of in accordance with the good-faith estimated value of each item and section 2-183 of the City Code; and

WHEREAS, the City Council also finds that if any portion of Property is determined to be obsolete, non-serviceable, or beyond economic repair, the City is authorized to dispose of such items; and

WHEREAS, the City Council finds that if the Property is sold or disposed of as provided for herein and pursuant to section 2-183 of the City Code, the Property shall be removed from the Fixed Assets of the City.

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

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

Section 2. The Property described on "Exhibit A" is hereby declared surplus to the City's needs.

Section 3. Following proper notice of publication, the City is hereby authorized to either sell the Property to the highest bidder or bidders, including electronic bids, or dispose of any item determined to be obsolete, non-serviceable, or beyond economic repair.

Section 4. The City is hereby authorized to remove the Property from its Fixed Assets whether sold or disposed of.

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

FIXED ASSET SURPLUS LIST

As of January 4, 2020

FUND	DEPT	ASSET #	DESCRIPTION	ACQ DATE	COST	S/N-VIN	DISPOSITION
GENERAL	POLICE	4344	2006 Ford F-150	4/25/2006	14,733.00	1FTRX12W86NB24569	Gift
GENERAL	POLICE	5606	2013 Ford Explorer	2/28/2013	26,165.00	1FM5K7B8XDGC16074	Govdeals
GENERAL	POLICE	5607	2013 Ford Explorer	2/28/2013	26,165.00	1FM5K7B81DGC16072	Govdeals
GENERAL	POLICE	5742	2014 Chevrolet Caprice	7/3/2014	34,203.00	6G3NS5U34EL950517	Govdeals
GENERAL	POLICE	5743	2014 Chevrolet Caprice	7/3/2014	34,203.00	6G3NS5U39EL952215	Govdeals
GENERAL	RECREATION	6446	1990 International School Bus	10/22/2018	1,000.00	1HVBNDN3LH286674	Govdeals
GENERAL	RECREATION	6447	1990 International School Bus	10/22/2018	1,000.00	1HBBZWN6LH690153	Govdeals
GENERAL	RECREATION		Misc operating items				Gift/transfers
FIRE	FIRE	4460	1996 Freightliner FL80	9/21/2007	57,412.99	1FV6LCB3TH881860	Govdeals
FIRE	FIRE	4460-1	New Motor 1996 Freightliner FL80	4/23/2013	18,740.12	881860	Govdeals
GAS	GAS	4083	Miller Trail Blazer Welder	7/14/2005	3,462.35	LF230520	Govdeals
GAS	GAS	4890	Hoshizaki Ice Machine	4/14/2008	3,370.00	N/A	Dispose

CITY OF LAKE CITY
FIXED ASSET DISPOSITION REQUEST

Department: Police Date Completed: 5-27-2020

Fixed Asset Number (From Fixed Asset Listing)

Identify Fixed Asset: 4344

Description of Asset (complete all applicable items)

Make: 2006 Ford

Model: F-150

Color: gray

Size: _____

Vehicle #: 116

Serial Number (if applicable): 1FTRX12W86NB24569

Other Information (if available)

Date purchased: _____

Who purchased from: _____

Cost (original): \$ _____

Disposition:

Reason: end of life: replaced w new vehicle

Fair Market Value \$: _____

Method used to determine fair market value: _____

Requested Disposition (circle one) Transfer Trade-In ~~Sell~~ Other gift

If other (explain): _____

If transfer, to what department? _____

If sale, requested method: _____

Department Head Signature: Cheryl A. Gaffney Date: 5/27/20

Assistant Finance Director: _____ Date: _____

CITY MANAGER USE ONLY

Submit to City Council for approval: ✓ Yes No Council Approval: _____

City Manager Approval Signature: Joseph Helfenberger Date: 10/2/20

Asset Data Sheet

Number	Classification	Description	Responsible Department	Acquisition Date	Original Purchase Price
4344	EQUIP-EQUIP-GEN Item: zM&E General Recorded: Yes Reporting Category: Capital Accounting Category: Governmental Active: Yes Inactive Reason: Asset Special Use: None Method of Acquisition: Purchase-New Original Acreage: 0.0000 Responsible Employee: Koon, Denise Kilpatrick Assigned To Employee: General Location: Police Specific Location: Fleet Insurance Policy: Lease Contract:	TRUCK FORD F150 EXTENDED CAB Responsible Organization: 001.11.521 - General Fund, Police, Law Enforcement G/L Distribution Profile: Equipment Public Safety Capitalization Date: 04/25/2006 Depreciation Status: Fully Depreciated Depreciation Method: Straight Line Asset Life in Months: 60 Manufacturer: Serial Number Model Number: FORD Serial Number: 1FTRX12W86NB24569 Model Year: 2006 Warranty Expiration Date: Barcode Number: Badge Number: Vehicle License Number: Vehicle License Plate Type: Vehicle License Expiration Date:	11 - Police	04/25/2006	\$14,733.00 Adjustments: Depreciation: \$14,733.00 Net Book Value: \$0.00 Estimated Salvage Value: \$0.00 Depreciable Base: \$0.00
Transactions: Status		Date	Type	Amount	Comments
Posted		05/29/2015	Record Depreciation	(\$14,733.00)	
Posted		04/25/2006	Record Asset	\$14,733.00	
Grand Total:		1 Asset			\$14,733.00

CITY OF LAKE CITY
FIXED ASSET DISPOSITION REQUEST

Department: Police Date Completed: 5-27-2020

Fixed Asset Number (From Fixed Asset Listing)

Identify Fixed Asset: 5606

Description of Asset (complete all applicable items)

Make: 2013 Ford

Model: Explorer

Color: black

Size: _____

Vehicle #: 2

Serial Number (if applicable): 1FM5K7B8XDG616071

Other Information (if available)

Date purchased: _____

Who purchased from: _____

Cost (original): \$ _____

Disposition:

Reason: end of life: replaced w/new vehicle

Fair Market Value \$: _____

Method used to determine fair market value: _____

Requested Disposition (circle one) Transfer Trade-In Sell Other
Sale

If other (explain): _____

If transfer, to what department? _____

If sale, requested method: _____

Department Head Signature: Cheryl Anderson Date: 5/27/20

Assistant Finance Director: _____ Date: _____

CITY MANAGER USE ONLY

Submit to City Council for approval: ☒ Yes ☐ No Council Approval: _____

City Manager Approval Signature: Joseph Helfenberger Date: 10/2/20

Asset Data Sheet

Number	Classification	Description	Responsible Department	Acquisition Date	Original Purchase Price
5606	EQUIP-EQUIP-GEN Item: ZM&E General Recorded: Yes Reporting Category: Capital Accounting Category: Governmental Active: Yes Inactive Reason: Asset Special Use: None Method of Acquisition: Purchase-New Original Acreage: 0.0000 Responsible Employee: Koon, Denise Kilpatrick Assigned To Employee: General Location: Police Specific Location: Fleet Insurance Policy: Lease Contract:	FORD EXPLORER 2013 Responsible Organization: 001.11.521 - General Fund, Police, Law Enforcement G/L Distribution Profile: Equipment Public Safety Capitalization Date: 02/28/2013 Depreciation Status: Fully Depreciated Depreciation Method: Straight Line Asset Life in Months: 60 Manufacturer: Serial Number Model Number: FORD Serial Number: 1FM5K7B8XDC16071 Model Year: 2013 Warranty Expiration Date: Barcode Number: Badge Number: Vehicle License Number: Vehicle License Plate Type: Vehicle License Expiration Date:	11 - Police	02/28/2013	\$26,165.00 Adjustments: Depreciation: \$26,165.00 Net Book Value: \$0.00 Estimated Salvage Value: \$0.00 Depreciable Base: \$0.00
Transactions: Status		Date	Type	Amount	Comments
Posted		09/30/2018	Record Depreciation	(\$1,744.33)	
Posted		09/30/2017	Record Depreciation	(\$5,233.01)	
Posted		09/30/2016	Record Depreciation	(\$5,233.00)	
Posted		12/02/2015	Record Depreciation	(\$5,233.00)	
Posted		05/29/2015	Record Depreciation	(\$8,721.66)	
Posted		02/28/2013	Record Asset	\$26,165.00	
Grand Total:			1 Asset	\$26,165.00	

CITY OF LAKE CITY
FIXED ASSET DISPOSITION REQUEST

Department: Police Date Completed: 5-27-2020

Fixed Asset Number (From Fixed Asset Listing)

Identify Fixed Asset: 5607

Description of Asset (complete all applicable items)

Make: 2013 Ford

Model: Explorer

Color: black

Size: _____

Vehicle #: 3

Serial Number (if applicable): 1FM5K7B81DGC16072

Other Information (if available)

Date purchased: _____

Who purchased from: _____

Cost (original): \$ _____

Disposition:

Reason: end of life: replaced w/new vehicle

Fair Market Value \$: _____

Method used to determine fair market value: _____

Requested Disposition (circle one) Transfer Trade-In Sell Other
Sale

If other (explain): _____

If transfer, to what department? _____

If sale, requested method: _____

Department Head Signature: Cheryl A. Moore Date: 5/27/20

Assistant Finance Director: _____ Date: _____

CITY MANAGER USE ONLY

Submit to City Council for approval: ☒ Yes ☐ No Council Approval: _____

City Manager Approval Signature: Joseph H. Hoffenberg Date: 10/2/20

City of Lake City
Asset Data Sheet

Number	Classification	Description	Responsible Department	Acquisition Date	Original Purchase Price
5607	EQUIP-EQUIP-GEN Item: zM&E General Recorded: Yes Reporting Category: Capital Accounting Category: Governmental Active: Yes Inactive Reason: Asset Special Use: None Method of Acquisition: Purchase-New Original Acreage: 0.0000 Responsible Employee: Koon, Denise Kilpatrick Assigned To Employee: General Location: Police Specific Location: Fleet Insurance Policy: Lease Contract:	FORD EXPLORER 2013 Responsible Organization: 001.11.521 - General Fund, Police, Law Enforcement G/L Distribution Profile: Equipment Public Safety Capitalization Date: 02/28/2013 Depreciation Status: Fully Depreciated Depreciation Method: Straight Line Asset Life in Months: 60 Manufacturer: Serial Number Model Number: FORD Serial Number: 1FM5K7B81DGC16072 Model Year: 2013 Warranty Expiration Date: Barcode Number: Badge Number: Vehicle License Number: Vehicle License Plate Type: Vehicle License Expiration Date:	11 - Police	02/28/2013	\$26,165.00 Adjustments: Depreciation: \$26,165.00 Net Book Value: \$0.00 Estimated Salvage Value: \$0.00 Depreciable Base: \$0.00
Transactions: Status		Date	Type	Amount	Comments
Posted		09/30/2018	Record Depreciation	(\$1,744.33)	
Posted		09/30/2017	Record Depreciation	(\$5,233.01)	
Posted		09/30/2016	Record Depreciation	(\$5,233.00)	
Posted		12/02/2015	Record Depreciation	(\$5,233.00)	
Posted		05/29/2015	Record Depreciation	(\$8,721.66)	
Posted		02/28/2013	Record Asset	\$26,165.00	
Grand Total:		1 Asset			\$26,165.00

cb

CITY OF LAKE CITY
FIXED ASSET DISPOSITION REQUEST

Department: Police Date Completed: 5-27-2020

Fixed Asset Number (From Fixed Asset Listing)
Identify Fixed Asset: 5742

Description of Asset (complete all applicable items)
Make: 2014 Cher
Model: Caprice
Color: white
Size: _____
Vehicle #: 15
Serial Number (if applicable): 6G3NS55U34EL950517

Other Information (if available)
Date purchased: 7/3/13
Who purchased from: Stingray Chevrolet
Cost (original): \$ No price sheet

Disposition:
Reason: end of life: replaced w/ new vehicle

Fair Market Value \$: _____

Method used to determine fair market value: _____

Requested Disposition (circle one) Transfer Trade-In Sell Other
Sale

If other (explain): _____

If transfer, to what department? _____

If sale, requested method: _____

Department Head Signature: Chris G. Lafmore Date: 5/27/20

Assistant Finance Director: _____ Date: _____

CITY MANAGER USE ONLY

Submit to City Council for approval: ☒ Yes ☐ No Council Approval: _____

City Manager Approval Signature: Joseph Helfenbein Date: 10/2/20

City of Lake City Asset Data Sheet

Number	Classification	Description	Responsible Department	Acquisition Date	Original Purchase Price
5742	EQUIP-EQUIP-GEN Item: zM&E General Recorded: Yes Reporting Category: Capital Accounting Category: Governmental Active: Yes Inactive Reason: Asset Special Use: None Method of Acquisition: Purchase-New Original Acreage: 0.0000 Responsible Employee: Koon, Denise Kilpatrick Assigned To Employee: General Location: Police Specific Location: Fleet Insurance Policy: Lease Contract:	CHEVROLET CAPRICE 2014 Responsible Organization: 001.11.521 - General Fund, Police, Law Enforcement G/L Distribution Profile: Equipment Public Safety Capitalization Date: 07/03/2014 Depreciation Status: Depreciable Depreciation Method: Straight Line Asset Life in Months: 60 Manufacturer: Serial Number Model Number: CHEV Serial Number: 6G3NS5U34EL950517 Model Year: 2014 Warranty Expiration Date: Barcode Number: Badge Number: Vehicle License Number: Vehicle License Plate Type: Vehicle License Expiration Date:	11 - Police	07/03/2014	\$34,203.00 Adjustments: Depreciation: \$0.00 Net Book Value: \$29,072.55 Estimated Salvage Value: \$5,130.45 Depreciable Base: \$0.00 \$5,130.45
Transactions: Status		Date	Type	Amount Comments	
Posted		09/30/2018	Record Depreciation	(\$6,840.60)	
Posted		09/30/2017	Record Depreciation	(\$6,840.60)	
Posted		09/30/2016	Record Depreciation	(\$6,840.60)	
Posted		12/02/2015	Record Depreciation	(\$6,840.60)	
Posted		05/29/2015	Record Depreciation	(\$1,710.15)	
Posted		07/03/2014	Record Asset	\$34,203.00	
Grand Total:		1 Asset			\$34,203.00

User: Donna Duncan

Pages: 1 of 1

12/14/2020 1:02:16 PM

CB

CITY OF LAKE CITY
FIXED ASSET DISPOSITION REQUEST

Department: Police Date Completed: 5-27-2020

Fixed Asset Number (From Fixed Asset Listing)
Identify Fixed Asset: 5743

Description of Asset (complete all applicable items)

Make: 2014 Cher

Model: Caprice

Color: white

Size:

Vehicle #: 5

Serial Number (if applicable): 6G3NS5U39EL952215

Other Information (if available)

Date purchased: 7/3/2014

Who purchased from: Stingray Chevrolet Fleet & Commercial

Cost (original): \$ no price sheet

Disposition:

Reason: end of life: replaced w/ new vehicle

Fair Market Value \$:

Method used to determine fair market value:

Requested Disposition (circle one) Transfer Trade-In Sell Other
Sale

If other (explain):

If transfer, to what department?

If sale, requested method:

Department Head Signature: Cheryl Ackmore Date: 5/27/20

Assistant Finance Director: _____ Date: _____

CITY MANAGER USE ONLY

Submit to City Council for approval: ☒ Yes ☐ No Council Approval: _____

City Manager Approval Signature: Joseph Kelpenberger Date: 10/2/20

City of Lake City Asset Data Sheet

Number	Classification	Description	Responsible Department	Acquisition Date	Original Purchase Price
5743	EQUIP-EQUIP-GEN Item: zM&E General Recorded: Yes Reporting Category: Capital Accounting Category: Governmental Active: Yes Inactive Reason: Asset Special Use: None Method of Acquisition: Purchase-New Original Acreage: 0.0000 Responsible Employee: Koon, Denise Kilpatrick Assigned To Employee: General Location: Police Specific Location: Fleet Insurance Policy: Lease Contract:	CHEVROLET CAPRICE 2014 Responsible Organization: 001.11.521 - General Fund, Police, Law Enforcement G/L Distribution Profile: Equipment Public Safety Capitalization Date: 07/03/2014 Depreciation Status: Depreciable Depreciation Method: Straight Line Asset Life in Months: 60 Manufacturer: Serial Number Model Number: CHEV Serial Number: 6G3NS5U39EL952215 Model Year: 2014 Warranty Expiration Date: Barcode Number: Badge Number: Vehicle License Number: Vehicle License Plate Type: Vehicle License Expiration Date:	11 - Police	07/03/2014	\$34,203.00 Adjustments: Depreciation: \$0.00 Net Book Value: \$29,072.55 Estimated Salvage Value: \$5,130.45 Depreciable Base: \$0.00 \$5,130.45
Transactions: Status		Date	Type	Amount	Comments
Posted		09/30/2018	Record Depreciation	(\$6,840.60)	
Posted		09/30/2017	Record Depreciation	(\$6,840.60)	
Posted		09/30/2016	Record Depreciation	(\$6,840.60)	
Posted		12/02/2015	Record Depreciation	(\$6,840.60)	
Posted		05/29/2015	Record Depreciation	(\$1,710.15)	
Posted		07/03/2014	Record Asset	\$34,203.00	
Grand Total:				1 Asset	\$34,203.00

User: Donna Duncan

Pages: 1 of 1

12/14/2020 1:02:45 PM

CITY OF LAKE CITY
FIXED ASSET DISPOSITION REQUEST

Department: Recreation Date Completed: 10-02-2020

Fixed Asset Number (From Fixed Asset Listing)

Identify Fixed Asset: 1990 International School Bus #6446

Description of Asset (complete all applicable items)

Make: INTL

Model: BUS

Color: YELLOW

Size: _____

Vehicle #: #151

Serial Number (if applicable): ~~4HVBBZWNLH690153~~ 1HVBBNDN3LH286674

Other Information (if available)

Date purchased: _____

Who purchased from: Donated from CCSB

Cost (original): \$ N/A

Disposition:

Reason: No longer need because program is no longer in operation

Fair Market Value \$: _____

Method used to determine fair market value: _____

Requested Disposition (circle one) Transfer Trade-In Sale Other

If other (explain): _____

If transfer, to what department? _____

If sale, requested method: Gov Deals

Department Head Signature: [Signature] Date: 10/02/2020

Finance Director: _____ Date: _____

CITY MANAGER USE ONLY

Submit to City Council for approval: ✓ Yes No Council Approval: _____

City Manager Approval Signature: [Signature] Date: 10/2/20

Revised 10-26-10

Asset Data Sheet

Number	Classification	Description	Responsible Department	Acquisition Date	Original Purchase Price
6446	EQUIP-EQUIP-GEN Item: zM&E General Recorded: Yes Reporting Category: Capital Accounting Category: Governmental Active: Yes Inactive Reason: Asset Special Use: None Method of Acquisition: Donation Original Acreage: 0.0000 Responsible Employee: Koon, Denise Kilpatrick Assigned To Employee: General Location: Recreation Specific Location: Girl's Club Insurance Policy: Lease Contract:	International 1990 Bus	17 - Recreation Responsible Organization: 900 - General Fixed Asset G/L Distribution Profile: Equipment Culture&Rec Capitalization Date: 10/22/2018 Depreciation Status: Depreciable Depreciation Method: Straight Line Asset Life in Months: 24 Manufacturer: Serial Number Model Number: International Serial Number: 1HVBNDN3LH286674 Model Year: 1990 Warranty Expiration Date: Barcode Number: Badge Number: Vehicle License Number: Vehicle License Plate Type: Vehicle License Expiration Date:	10/22/2018	Adjustments: \$1,000.00 Depreciation: \$0.00 Net Book Value: \$1,000.00 Estimated Salvage Value: \$0.00 Depreciable Base: \$1,000.00
Transactions: Status		Date	Type	Amount	Comments
Posted		10/22/2018	Record Asset	\$1,000.00	
Grand Total:				1 Asset	\$1,000.00

CITY OF LAKE CITY
FIXED ASSET DISPOSITION REQUEST

Department: Recreation Date Completed: 10-02-2020

Fixed Asset Number (From Fixed Asset Listing)

Identify Fixed Asset: 1990 International School Bus #6447

Description of Asset (complete all applicable items)

Make: INTL

Model: BUS

Color: YELLOW

Size: _____

Vehicle #: #152

Serial Number (if applicable): 1HBBZWN6LH690153

Other Information (if available)

Date purchased: _____

Who purchased from: Donated from CCSB

Cost (original): \$ N/A

Disposition:

Reason: No longer need because program is no longer in operation

Fair Market Value \$: _____

Method used to determine fair market value: _____

Requested Disposition (circle one) Transfer Trade-In Sale Other

If other (explain): _____

If transfer, to what department? _____

If sale, requested method: Gov Deals

Department Head Signature: [Signature] Date: 10/02/2020

Finance Director: _____ Date: _____

CITY MANAGER USE ONLY

Submit to City Council for approval: ✓ Yes No Council Approval: _____

City Manager Approval Signature: [Signature] Date: 10/2/20

Revised 10-26-10

Asset Data Sheet

Number	Classification	Description	Responsible Department	Acquisition Date	Original Purchase Price
6447	EQUIP-EQUIP-GEN Item: zM&E General Recorded: Yes Reporting Category: Capital Accounting Category: Governmental Active: Yes Inactive Reason: Asset Special Use: None Method of Acquisition: Donation Original Acreage: 0.0000 Responsible Employee: Koon, Denise Kilpatrick Assigned To Employee: General Location: Recreation Specific Location: Girl's Club Insurance Policy: Lease Contract:	International 1990 Bus	17 - Recreation Responsible Organization: 900 - General Fixed Asset G/L Distribution Profile: Equipment Culture&Rec Capitalization Date: 10/22/2018 Depreciation Status: Depreciable Depreciation Method: Straight Line Asset Life in Months: 24 Manufacturer: Serial Number Model Number: International Serial Number: 1HBBZWN6LH690153 Model Year: 1990 Warranty Expiration Date: Barcode Number: Badge Number: Vehicle License Number: Vehicle License Plate Type: Vehicle License Expiration Date:	10/22/2018	Adjustments: \$1,000.00 Depreciation: \$0.00 Net Book Value: \$0.00 Estimated Salvage Value: \$1,000.00 Depreciable Base: \$0.00
Transactions: Status		Date	Type	Amount Comments	
Posted		10/22/2018	Record Asset	\$1,000.00	
Grand Total:				1 Asset	\$1,000.00

Recreation Asset Disposition Items (NOT on fixed Assets)

ITEM		QTY
35" RCA Television	Transfer to PW	1
Small TV's	Gov Deals	15
Exercise Mats	Donate to Richardson Community Center	15
Purple Roll Carts	Donate to Happy House	4
School Buses	Gov Deals	2
Portable Basketball Goals	Donate to Happy House	2
Portable Equipment Rollers	Donate to Happy House/RCC	2
Games, Balls, Scooters, etc.	Donate to Happy House/RCC	Varies

J. Philzi 8/26/2020

CITY OF LAKE CITY
FIXED ASSET DISPOSITION REQUEST

Department: Fire Department Date Completed: 5/8/2020

Fixed Asset Number (From Fixed Asset Listing) 4460

Identify Fixed Asset: 1996 Freightliner FL80

Description of Asset (complete all applicable items)

Make: Freightliner

Model: FL80

Color: Red

Size: _____

Vehicle #: 156

Serial Number (if applicable): _____ VIN: 1FV6LCB3TH881860

Other Information (if available)

Date purchased: 9/21/2007

Who purchased from: _____

Cost (original): \$ 57,412.99

Disposition:

Reason: No longer serves the needs of the Fire Department

Fair Market Value \$: _____

Method used to determine fair market value: _____

Requested Disposition (circle one) Transfer Trade-In Sale Other

If other (explain): _____

If transfer, to what department? _____

If sale, requested method: _____

Department Head Signature: Chief Randy Brumler Date: 5/8/2020

~~Assistant~~ Finance Director: Donna Duncan Date: 8/24/2020

CITY MANAGER USE ONLY

Submit to City Council for approval: ✓ Yes No Council Approval: _____

City Manager Approval Signature: Joseph Helfberger Date: 12/14/2020

Revised 10-26-10

**CITY OF LAKE CITY
FIXED ASSET DISPOSITION REQUEST**

Department: Fire Department Date Completed: 5/8/2020

Fixed Asset Number (From Fixed Asset Listing) 4460-1
Identify Fixed Asset: Freightliner FL80 Reman Engine/Motor

Description of Asset (complete all applicable items)

Make: _____
Model: _____
Color: _____
Size: _____
Vehicle #: _____

Serial Number (if applicable): 881860

Other Information (if available)

Date purchased: 4/23/2013
Who purchased from: _____
Cost (original): \$ 18,740.12

Disposition:

Reason: This is part of fixed asset # 4460 and no longer serves the needs of the Fire Department

Fair Market Value \$: _____

Method used to determine fair market value: _____

Requested Disposition (circle one) Transfer Trade-In Sale Other

If other (explain): _____

If transfer, to what department? _____

If sale, requested method: _____

Department Head Signature: Chief Randy Bunker Date: 5/8/2020

~~Assistant~~ Finance Director: Donna Duncan Date: 8/24/2020

CITY MANAGER USE ONLY

Submit to City Council for approval: _____ Yes _____ No Council Approval: _____

City Manager Approval Signature: Joseph Kelferberger Date: 12/14/2020

Revised 10-26-10

City of Lake City Asset Data Sheet

Number	Classification	Description	Responsible Department	Acquisition Date	Original Purchase Price
4460	EQUIP-EQUIP-GEN Item: zM&E General Recorded: Yes Reporting Category: Capital Accounting Category: Governmental Active: Yes Inactive Reason: Asset Special Use: None Method of Acquisition: Purchase-New Original Acreage: 0.0000 Responsible Employee: Koon, Denise Kilpatrick Assigned To Employee: General Location: Fire Dept Specific Location: Fleet Insurance Policy: Lease Contract:	FREIGHTLINER FL80 Responsible Organization: 110.50.522 - Fire Special Assessment, Fire, Fire G/L Distribution Profile: Equipment Public Safety Capitalization Date: 09/21/2007 Depreciation Status: Fully Depreciated Depreciation Method: Straight Line Asset Life in Months: 72 Manufacturer: Serial Number Model Number: FRHT Serial Number: 1FV6JLCB3TH881860 Model Year: 1996 Warranty Expiration Date: Barcode Number: Badge Number: Vehicle License Number: Vehicle License Plate Type: Vehicle License Expiration Date:	110 - Fire	09/21/2007	\$57,412.99 Adjustments: \$0.00 Depreciation: \$57,412.99 Net Book Value: \$0.00 Estimated Salvage Value: \$0.00 Depreciable Base: \$0.00
Grand Total:					1 Asset \$57,412.99

City of Lake City Asset Data Sheet

Number	Classification	Description	Responsible Department	Acquisition Date	Original Purchase Price
4460-1	EQUIP-EQUIP-GEN Item: zM&E General Recorded: Yes Reporting Category: Capital Accounting Category: Governmental Active: Yes Inactive Reason: Asset Special Use: None Method of Acquisition: Purchase-New Original Acreage: 0.0000 Responsible Employee: Koon, Denise Kilpatrick Assigned To Employee: General Location: Fire Dept Specific Location: Fleet Insurance Policy: Lease Contract:	FREIGHTLINER FL80 REMAN ENGINE/MOTOR 110 - Fire Responsible Organization: 110.50.522 - Fire Special Assessment, Fire, Fire G/L Distribution Profile: Equipment Public Safety Capitalization Date: 04/23/2013 Depreciation Status: Depreciable Depreciation Method: Straight Line Asset Life in Months: 72 Manufacturer: Serial Number Model Number: Serial Number: 881860 Model Year: Warranty Expiration Date: Barcode Number: Badge Number: Vehicle License Number: Vehicle License Plate Type: Vehicle License Expiration Date:	110 - Fire	04/23/2013	\$18,740.12 Adjustments: Depreciation: \$0.00 Net Book Value: \$1,561.68 Estimated Salvage Value: \$0.00 Depreciable Base: \$1,561.68
Transactions: Status		Date	Type	Amount	Comments
Posted		09/30/2018	Record Depreciation	(\$3,123.35)	
Posted		09/30/2017	Record Depreciation	(\$3,123.36)	
Posted		09/30/2016	Record Depreciation	(\$3,123.35)	
Posted		12/02/2015	Record Depreciation	(\$3,123.36)	
Posted		05/29/2015	Record Depreciation	(\$4,685.02)	
Posted		04/23/2013	Record Asset	\$18,740.12	
Grand Total:				1 Asset	\$18,740.12

User: Donna Duncan

Pages: 1 of 1

12/14/2020 1:20:01 PM

**CITY OF LAKE CITY
FIXED ASSET DISPOSITION REQUEST**

Department: Natural Gas Date Completed: 10/2/2020

Fixed Asset Number (From Fixed Asset Listing)
Identify Fixed Asset: 4083

Description of Asset (complete all applicable items)

Make: Miller Trail Blazer
Model: 302
Color: Blue
Size: _____
Vehicle #: _____

Serial Number (if applicable): LF230520

Other Information (if available)

Date purchased: 7/14/2005
Who purchased from: Linde Gas
Cost (original): \$ 3,462.35

Disposition:

Reason: no longer needed

Fair Market Value \$: 3,000

Method used to determine fair market value: EBAY

Requested Disposition (circle one) Transfer Trade-In Sale Other

If other (explain): _____

If transfer, to what department? _____

If sale, requested method: _____

Department Head Signature: Steve Brown Date: 10/2/2020

Finance Director: _____ Date: _____

CITY MANAGER USE ONLY

Submit to City Council for approval: ☒ Yes ☐ No Council Approval: _____

City Manager Approval Signature: Joseph Helfenberger Date: 10/12/2020

Revised 10-02-2020

City of Lake City
Asset Data Sheet

Number	Classification	Description	Responsible Department	Acquisition Date	Original Purchase Price
4083	EQUIP GAS-EQUIP GAS Item: zM&E Gas Recorded: Yes Reporting Category: Capital Accounting Category: Business Active: Yes Inactive Reason: Asset Special Use: None Method of Acquisition: Original Acreage: 0.0000 Responsible Employee: Koon, Denise Kilpatrick Assigned To Employee: General Location: Gas Department Specific Location: Insurance Policy: Lease Contract:	TRAILBLAZER WELDER-E428 Responsible Organization: 420.80.532 - Natural Gas Utility, Natural Gas, Gas Utility G/L Distribution Profile: Equipment Gas Capitalization Date: 07/14/2005 Depreciation Status: Fully Depreciated Depreciation Method: Straight Line Asset Life in Months: 36 Manufacturer: Serial Number Model Number: TAG 691 Serial Number: LF230520 Model Year: Warranty Expiration Date: Barcode Number: Badge Number: Vehicle License Number: Vehicle License Plate Type: Vehicle License Expiration Date:	420 - Gas	07/14/2005	\$3,462.35 Adjustments: \$0.00 Depreciation: \$3,462.35 Net Book Value: \$0.00 Estimated Salvage Value: \$0.00 Depreciable Base: \$0.00
Transactions: Status		Date	Type	Amount	Comments
Posted		05/29/2015	Record Depreciation	(\$3,462.35)	
Posted		05/20/2015	Record Asset	\$3,462.35	
Grand Total:				1 Asset	\$3,462.35

**CITY OF LAKE CITY
FIXED ASSET DISPOSITION REQUEST**

Department: Natural Gas Date Completed: 10/2/2020

Fixed Asset Number (From Fixed Asset Listing)
Identify Fixed Asset: (Green Sticker #0981) Fixed Asset #4890

Description of Asset (complete all applicable items)

Make: Hoshizaki - Ice Machine
Model: KML - 450MAF
Color: Silver
Size: _____
Vehicle #: _____

Serial Number (if applicable): _____

Other Information (if available)

Date purchased: _____
Who purchased from: _____
Cost (original): \$ _____

Disposition:
Reason: no longer working

Fair Market Value \$: \$500

Method used to determine fair market value: EBAY

Requested Disposition (circle one) Transfer Trade-In Sale Other Disposal

If other (explain): Service done but not in working condition

If transfer, to what department? _____

If sale, requested method: _____

Department Head Signature: Steve Brown Date: 10/2/2020

Finance Director: _____ Date: _____

CITY MANAGER USE ONLY

Submit to City Council for approval: ☒ Yes ☐ No Council Approval: _____

City Manager Approval Signature: Joseph Helfenberger Date: 10/12/2020

Revised 10-02-2020

City of Lake City Asset Data Sheet

Number	Classification	Description	Responsible Department	Acquisition Date	Original Purchase Price
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4890	EQUIP W/S-EQUIP W/S	ICE MACHINE HOSHIZAKI	410.78 - Water/Sewer.Distributions and Collections	04/14/2008	\$3,370.00
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Item: zM&E Utilities
 Recorded: Yes
 Reporting Category: Capital
 Accounting Category: Business
 Active: Yes
 Inactive Reason:
 Asset Special Use: None
 Method of Acquisition:
 Original Acreage: 0.0000
 Responsible Koon, Denise Kilpatrick
 Employee:
 Assigned To
 Employee:
 General Location: W/S DISTR
 COLLECTION
 Specific Location:
 Insurance Policy:
 Lease Contract:

Responsible Organization: 410.78.536 - Water-Sewer Utility, Distribution and Collections, Water
 Sewer
 G/L Distribution Profile: Equipment W/S
 Capitalization Date: 04/14/2008
 Depreciation Status: Fully Depreciated
 Depreciation Method: Straight Line
 Asset Life in Months: 60
 Manufacturer:
 Model Number:
 Serial Number:
 Model Year:
 Warranty Expiration Date:
 Barcode Number:
 Badge Number:
 Vehicle License Number:
 Vehicle License Plate Type:
 Vehicle License Expiration Date:

Adjustments: \$0.00
 Depreciation: \$3,370.00
 Net Book Value: \$0.00
 Estimated Salvage Value: \$0.00
 Depreciable Base: \$0.00

Transactions: Status	Date	Type	Amount	Comments
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Posted	05/29/2015	Record Depreciation	(\$3,370.00)	
Posted	04/14/2008	Record Asset	\$3,370.00	

Status Changes: Effective Date	Status Change Type	Changed By User	Change Date	By Physical Inventory
--------------------------------	--------------------	-----------------	-------------	-----------------------

09/30/2014	Depreciation Status	Denise Koon	06/03/2015	
04/14/2008	Purchase Recorded	Denise Koon	05/21/2015	
04/14/2008	Initialize Values	conversion	04/14/2008	

Grand Total: 1 Asset \$3,370.00

File Attachments for Item:

7. City Council Resolution No. 2021-004 - A resolution of the City of Lake City, Florida, ratifying the Mayor's extension of the State of Emergency arising from the Covid-19 Public Health Emergency.

CITY COUNCIL RESOLUTION NO. 2021-004

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
LAKE CITY, FLORIDA, RATIFYING THE MAYOR'S
EXTENSION OF THE STATE OF EMERGENCY ARISING
FROM THE COVID-19 PUBLIC HEALTH EMERGENCY.**

WHEREAS, Novel Coronavirus Disease 2019 (COVID-19) is a severe acute respiratory illness that can spread among humans through respiratory transmission and presents with symptoms similar to those of influenza; and

WHEREAS, on March 1, 2020, the Governor issued Executive Order number 20-51 directing the Florida Department of Health to issue a Public Health Emergency; and

WHEREAS, on April 3, 2020, the Governor issued Executive Order 20-91 and Executive Order 20-92 directing all persons in Florida to limit their movements and personal interactions outside of their home only to those necessary to obtain or provide essential services or conduct essential activities; and

WHEREAS, on April 29, 2020, the Governor issued Executive Order 20-112 initiating "Phase 1: Safe. Smart. Step-by-Step. Plan for Florida's Recovery"; and

WHEREAS, on May 8, 2020, the Governor issued Executive Order 20-114 extending the statewide state of emergency until July 7, 2020; and

WHEREAS, on June 5, 2020, the Governor's Executive Order 20-139 initiated "Phase 2: Safe. Smart. Step-by-Step. Plan for Florida's Recovery" and extended the exceptions provided for in Executive Order 20-69, relating to local government meetings, until June 30, 2020; and

WHEREAS, on July 7, 2020, the Governor issued Executive Order 20-166 extending the statewide state of emergency, as well as those exceptions provided for in Executive Order 20-69, until September 5, 2020; and

WHEREAS, on July 29, 2020, the Governor issued Executive Order 20-179 amending order 20-69 creating statutory exceptions related to budget hearings and extending the statewide state of emergency until September 1, 2020; and

WHEREAS, on August 7, 2020, the Governor issued Executive Order 20-

193 extending the statewide state of emergency, as well as those exceptions provided for in Executive Order 20-69, until October 1, 2020; and

WHEREAS, on September 4, 2020, the Governor issued Executive Order 20-213 extending the statewide state of emergency, as well as those exceptions provided for in Executive Order 20-52; and

WHEREAS, on September 30, 2020, the Governor issued Executive Order 20-246 extending the statewide state of emergency, as well as those exceptions provided for in Executive Order 20-69; and

WHEREAS, on November 3, 2020, the Governor issued Executive Order 20-276 extending the statewide state of emergency until 12:01 a.m. on January 2, 2021; and

WHEREAS, the CDC continues to recommend community preparedness and everyday prevention measures be taken by all individuals and families in the United States; and

WHEREAS, pursuant to City Council Resolution 2020-45 the Mayor is authorized to extend the City's state of emergency related to COVID-19, and the Mayor has issued his Proclamations extending the current state of emergency, copies of which are attached hereto as "Exhibits A and B"; and

WHEREAS, the City Council, in order to protect the welfare and safety of the citizens of the City and their property, finds it necessary to ratify the Mayor's extension of the state of emergency proclaimed by the Mayor.

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

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

Section 2. The City Council ratifies and extends the state of emergency declared pursuant to the Mayor's Proclamations as well the provisions included in City Council Resolution 2020-033.

[Remainder of this page left blank intentionally.]

Section 3. This resolution shall be effective immediately upon adoption.

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

CITY OF LAKE CITY, FLORIDA

By: _____
Stephen M. Witt, Mayor

ATTEST:

APPROVED AS TO FORM AND
LEGALITY:

By: _____
Audrey E. Sikes, City Clerk

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

Proclamation

STATE OF EMERGENCY EXTENSION COVID-19

WHEREAS, *COVID-19 continues to pose an imminent health hazard and an increased risk of infection to residents of the County and healthcare, first responders, and emergency medical service workers caring for patients with COVID-19; and*

WHEREAS, *COVID-19 is spread amongst the population by various means of exposure, including the propensity to spread person to person and the propensity to attach to surfaces for prolonged periods of time, thereby spreading from surface to person and causing increased infections to persons; and*

WHEREAS, *public health experts have consistently recommended avoiding close physical interaction between person in order to slow the spread of COVID-19, and the CDC has updated and further restricted its distancing guidelines; and*

WHEREAS, *on April 16, 2020, the White House and Centers for Disease Control and Prevention ("CDC") released Guidelines for Opening Up America Again, a three-phased approach based on the advice of public health experts; and*

WHEREAS, *data collected by the State Department of Health indicates a flattening of the curve of COVID-19 reported cases, including a downward trajectory of hospital visits for influenza like illnesses and COVID-19 like syndromic cases, a decrease in percent-positive test results, and an increase in hospital capacity since March 1, 2020; and*

WHEREAS, *City Council Resolution 2020-045 extended the state of emergency and vested the authority to extend the state of emergency in the Mayor; and*

WHEREAS, *this Proclamation is issued to extend the state of emergency for seven (7) days effective December 22, 2020.*

NOW, THEREFORE, I, Stephen M. Witt, Mayor of the City of Lake City, Florida, do hereby extend the State of Emergency due to the COVID-19 health concerns for an additional seven (7) days effective December 22, 2020.



Seal of the City of Lake City
State of Florida

In witness whereof I have hereunto set my hand and caused this seal to be affixed this 22nd day of December 2020.

Stephen M. Witt
Stephen M. Witt, Mayor
City of Lake City

Proclamation

STATE OF EMERGENCY EXTENSION COVID-19

WHEREAS, *COVID-19 continues to pose an imminent health hazard and an increased risk of infection to residents of the County and healthcare, first responders, and emergency medical service workers caring for patients with COVID-19; and*

WHEREAS, *COVID-19 is spread amongst the population by various means of exposure, including the propensity to spread person to person and the propensity to attach to surfaces for prolonged periods of time, thereby spreading from surface to person and causing increased infections to persons; and*

WHEREAS, *public health experts have consistently recommended avoiding close physical interaction between person in order to slow the spread of COVID-19, and the CDC has updated and further restricted its distancing guidelines; and*

WHEREAS, *on April 16, 2020, the White House and Centers for Disease Control and Prevention ("CDC") released Guidelines for Opening Up America Again, a three-phased approach based on the advice of public health experts; and*

WHEREAS, *data collected by the State Department of Health indicates a flattening of the curve of COVID-19 reported cases, including a downward trajectory of hospital visits for influenza like illnesses and COVID-19 like syndromic cases, a decrease in percent-positive test results, and an increase in hospital capacity since March 1, 2020; and*

WHEREAS, *City Council Resolution 2020-045 extended the state of emergency and vested the authority to extend the state of emergency in the Mayor; and*

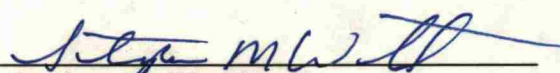
WHEREAS, *this Proclamation is issued to extend the state of emergency for seven (7) days effective December 29, 2020.*

NOW, THEREFORE, I, Stephen M. Witt, Mayor of the City of Lake City, Florida, do hereby extend the State of Emergency due to the COVID-19 health concerns for an additional seven (7) days effective December 29, 2020.



Seal of the City of Lake City
State of Florida

In witness whereof I have hereunto set my hand and caused this seal to be affixed this 29th day of December 2020.


Stephen M. Witt, Mayor
City of Lake City

File Attachments for Item:

8. City Council Resolution No. 2021-006 - A resolution of the City Council of the City of Lake City, Florida accepting the bid from, and authorizing the execution of an agreement with Crews Custom Services, Inc., for the planting of trees at the City's Bio Solids Site and Spray Field, at a cost not-to-exceed \$32,500.00.

CITY COUNCIL RESOLUTION NO. 2021-006

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA ACCEPTING THE BID FROM, AND AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH, CREWS CUSTOM SERVICES, INC., FOR THE PLANTING OF TREES AT THE CITY'S BIO SOLIDS SITE AND SPRAY FIELD, AT A COST NOT-TO-EXCEED \$32,500.00.

WHEREAS, the City of Lake City, Florida (hereinafter the "City") has determined there is a need for the planting of Slash Pine on approximately one hundred (100) acres at the City's Bio Solid site located at 4948 SW County Road 242, Lake City, Florida; and two (2) rows of Florida Cedar seedlings around the boundaries of the City's spray field located at 3999 SW Sisters Welcome Road, Lake City, Florida (hereinafter the "Project"); and

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

WHEREAS, the City administration advertised Invitation to Bid 002-2021 (hereinafter "ITB"), for the procurement of the commodities and services related to the Project; and

WHEREAS, the City administration has advised the City Council, that the bid of Crews Custom Services, Inc. (hereinafter "Crews Custom") of \$32,500.00 was the lowest and most responsible bid to the ITB, and that said bid should be

accepted, and that Crews Custom should be awarded the contract for the Project at a price of \$32,500.00 (the "Contract Price"); and

WHEREAS, the City Council finds that it is in the City's best interest to accept the bid of Crews Custom and to award the contract to Crews Custom for the Project pursuant to the terms, provisions, conditions, and requirements of the Agreement 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 adopted and hereby incorporated by reference.

Section 2. The City is hereby authorized to accept the bid of, and award the Project to, Crews Custom Services, Inc.

[Remainder of this page left blank intentionally.]

Section 3. The City Manager and City Attorney are authorized to make such reasonable changes and modifications to the Agreement 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 Crews Custom Services, Inc., to exceed the pricing referenced herein. The Mayor is authorized and directed to execute and deliver the Agreement in the name, and on behalf of the City, with such changes, amendments, modifications, omission, and additions made by the City Manager and City Attorney. Execution by the Mayor and Crews Custom Services, Inc., shall be deemed to be conclusive evidence of approval of such changes, amendments, modifications, omissions, and additions.

PASSED AND ADOPTED at a meeting of the City Council on the ____ day of January 2021.

CITY OF LAKE CITY, FLORIDA

By: _____
Stephen M. Witt, Mayor

ATTEST:

APPROVED AS TO FORM AND
LEGALITY:

By: _____
Audrey E. Sikes, City Clerk

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

EXHIBIT A

AGREEMENT BETWEEN CITY OF LAKE CITY, FLORIDA AND CREWS CUSTOM SERVICES, INC.

THIS CONTRACT made and entered into this ____ day of January, 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 (hereinafter referred to as "City") and Crews Custom Services, Inc. with a principal and mailing address of 215 SW Crews Farm Terrace, Lake City, Florida 32025 (hereinafter referred to as "Contractor").

WHEREAS, the City requires the planting of Slash Pine seedlings on approximately one hundred (100) acres at the City's Bio Solid site located at 4948 SW County Road 242, Lake City, Florida; and two (2) rows of Florida Cedar seedlings around the boundaries of the City's spray field located at 3999 SW Sisters Welcome Road, Lake City, Florida (hereinafter "the Project"); and

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

WHEREAS, the City invited bids through an Invitation to Bid (ITB-002-2021; hereinafter "ITB" or "Invitation to Bid") and the Contractor was selected as the lowest responsible bidder; and

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

NOW, THEREFORE, in consideration of the premises and the mutual

covenants and agreements herein contained, the parties hereto agree as follows:

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

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

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

(b) "CONTRACT" means the terms, conditions, and covenants expressed herein in addition to all the terms, conditions, and covenants listed in the ITB, and 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. Any conflicts in the terms of any documentation shall be resolved using the terms and conditions provided by the City documentation.

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

(d) "SERVICES" means professional services and commodities including, but not limited to, the planting of Slash Pine seedlings on approximately one

hundred (100) acres of the City's Bio Solid Site located at 4948 SW County Road 242, Lake City, Florida and two (2) rows of Florida Cedar seedlings around the boundaries of the City's spray field located at 3999 SW Sisters Welcome Road, Lake City, Florida. More specifically, the services and scope of work, and responsibilities listed within the ITB and all responses of the Contractor to 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 incorporated herein.

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

5. **Compensation and Method of Payment:** City agrees to pay the Contractor compensation for its services rendered to the City not to exceed thirty-two thousand and five hundred dollars and zero cents (\$32,500.00). The Contractor agrees to submit one (1) invoice for all services and commodities provided. The Contractor shall be paid within thirty (30) days of receipt of invoice, assuming there are no contested amounts within the invoice. Otherwise, payment to the Contractor will be made in accordance with F.S. 218.70 "Local Government Prompt Payment Act" upon receipt of the invoices, 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 and completed operations; and
- (b) Comprehensive automobile liability insurance covering all owned, hired and non-owned vehicles with coverage limits of not less than \$1,000,000.00 per claim and \$2,000,000 for all claims arising out of a single accident; and
- (c) Worker's compensation insurance for the benefit of the employees of

Contractor, as required by the laws of the State of Florida.

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

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

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

Notwithstanding any other provisions of this Contract, neither party will be

responsible to the other party for consequential damages, including, but not limited to, loss of profit, loss of investment, or business interruption.

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

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

Contractor agrees to and will abide by and comply in accordance with the laws, statutes, ordinances, codes, rules, regulations and requirements of any and all

governmental agencies which may regulate or have jurisdiction over the services to be provided and performed by Contractor for the City, and by any sub-contractor engaged by the Contractor.

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

Time is of the essence in the Contract and all obligations thereunder. If the Contractor fails to complete the Services within thirty (30) calendar days from the issuance of the notice to proceed, the City shall be entitled to retain or recover from the Contractor, as liquidated damages and not as a penalty, the sum of one thousand dollars and zero cents (\$1000.00) 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. **Entire Agreement:** Incorporated herein, and made a part hereof, are the Invitation to Bid (ITB 002-2021) and all addendum, and all attachments thereto, and

the Contractor's response to the ITB. With those incorporations, this Contract constitutes the entire agreement between City and Contractor and supersedes all prior written or oral understandings. Should any term or condition of the documents referenced within this paragraph be found to conflict with a term or condition of this contract the term or condition of this contract shall prevail and be binding. This Contract may only be amended, supplemented, modified, or canceled by a duly executed written instrument adopted by resolution.

16. **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.

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

[Remainder of this page intentionally left blank. 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

ATTEST:

CREWS CUSTOM SERVICES, INC.

By: _____
Brian F. Crews,
Vice-President

By: _____
Karena Jo Crews,
President

GENERAL SOLICITATION
ITB-002-2021
TREE PLANTING AT BIO SOLID SITE

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

RELEASE DATE: November 22, 2020

DEADLINE FOR QUESTIONS: December 8, 2020

RESPONSE DEADLINE: December 15, 2020, 2:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

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

City of Lake City
GENERAL SOLICITATION
Tree Planting at Bio Solid Site

I.	Introduction.....
II.	Project Details.....
III.	Vendor Submissions.....
IV.	Pricing Table

Attachments:

A - Attachment A - Pines

B - Attachment B Cedar Planting

C - SWORN_STATEMENT_UNDER_SECTION_ (1)

D - NON_COLLUSION_AFFIDAVIT

E - E-VERIFY_AFFIRMATION_STATEMENT

F - DRUG_FREE_WORKPLACE_CERTIFICATE

G - DISPUTES_DISCLOSURE_FORM1

H - CONFLICT_OF_INTEREST_STATEMENT_-_VENDOR

1. INTRODUCTION

1.1. Summary

The City of Lake City is requesting bids for the planting of Slash Pines seedlings on approximately 100 Acres at the Bio Solid Site located at 4948 SW County Road 242, Lake City. Two Rows of Florida Cedar seedlings around the boundaries at the Sprayfield located at 3999 SW Sisters Welcome road are also needed.

1.2. Contact Information

Project Contact:

Karen Nelmes

Procurement Director

205 N. Marion Ave

Lake City, FL 32055

Email: nelmesk@lcfla.com

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

Procurement Contact:

Dee Johnson

Procurement Coordinator

205 N. Marion Avenue

Lake City, FL 32055

Email: johnsond@lcfla.com

Phone: [\(386\) 719-5816](tel:(386)719-5816)

Department:

Procurement

1.3. Timeline

Issue Invitation to Bid

November 22, 2020

Deadline for Written Questions

December 8, 2020, 4:00pm

Addendum Posted, if applicable

December 9, 2020, 4:00pm

Bid Opening

December 15, 2020, 2:00pm

Contractor Selection Date

December 21, 2020

2. PROJECT DETAILS

2.1. Important Instructions for Electronic Submittal

The City is accepting electronic bid submissions. 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 bid.

2.2. General Information

Any deviation from the specifications must be explained in detail on the area provided in the pricing table. 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.

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

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.

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.

2.3. Local Preference

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.

2.4. Scope of Work

1. Contractor must plant seedling Slash pines in the areas marked in yellow on Attachment A.
2. Slash Pines must be in rows of 8 feet apart horizontally and 6 feet apart vertically. A further planting of Florida Cedar seedlings is needed in the areas marked in red on Attachment B this is around the Spray Field Site located at 3999 SW Sisters Welcome Road . These are to act as a buffer to prevent spray from Bio Solid Site out to the Public. City requires the Cedar seedlings to be the best growing species for this area. Cedar Seedlings should be planted the same distance apart as the Slash Pines in two rows.
3. Contractor is responsible for providing all materials, supplies, equipment and labor to complete this project.
4. Contractor will be responsible for clean up of area when project is complete.

2.5. LICENSES/QUALIFICATIONS

All Contractor's together with any Sub-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 must be prepared to demonstrate, through previous experience and references, the ability to safely and successfully perform this size and type of project.

2.6. PERMITS

The awarded bidder shall secure and pay for the necessary permits and arrange for inspections as and if required.

2.7. CONTRACT/AWARD

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

2.8. SCHEDULE

Date of Completion must be 30 days from date of the Notice to Proceed.

2.9. 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 actual damages per day for all work awarded under the contract until the work has been satisfactorily completed and accepted by the City.

2.10. PAYMENT

Payment for work completed will be based on: (a) City's acceptance of work, and (b) submitted evidence satisfactory to 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. It is the expectation of the City that one invoice will be submitted by the Contractor upon completion and acceptance of 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.

2.11. DISPOSAL OF WASTE

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

2.12. 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.

2.13. CHANGE ORDERS

1. Notify the City of Lake City of any conditions in the project area that are not addressed within the specifications which may require a change order.
2. Change orders to the scope of work or additional work requested by the City of Lake City must be in written form, initiated by the contractor.
3. All changes or additions will be approved by the City of Lake City Council via a Resolution prior to work being initiated.

2.14. EXPERIENCE/REFERENCES

Bidders must provide a statement of qualifications and include with their proposal a minimum of three (3) references for similar project in the last three (3) years. The list of references must be attached with

the bid proposal on the form provided within these specifications. All reference materials provided become the property of the City of Lake City and also become public record.

2.15. INFORMATION

Any questions in regards to the specifications or submission of this bid must be submitted in writing to the Procurement Department via fax at 386-755-6112 or emailed to procurement@lcfla.com.

2.16. ADDENDUM

It will be the sole responsibility of the bidder to contact the Procurement 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.

2.17. 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, Reference, Public Entity Crime Statement and E-verify Affirmation Statement.)

2.18. INSURANCE

1. 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.

2. Statutory Workers Compensation insurance as required by the State of Florida.

3. 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.

4. Business Vehicle/Umbrella Liability insurance with a minimum limit of \$1,000,000 per occurrence, and \$2,000,000 for all claims arising out of the same incident or occurrence, for property damage and personal injury. Notice, these limits may change according to Florida law and the protections afforded to the City pursuant to sovereign immunity for liability.

2.19. 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.

2.20. 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>.

2.21. 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:

1. Keep and maintain public records required by the public agency to perform the service.
2. 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.
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 public agency.
4. 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.

2.22. ADDITIONAL INFORMATION

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

3. VENDOR SUBMISSIONS

3.1. Proposal Requirements*

Did you read through and confirm that you met all of the proposal requirements?

☐ Yes

☐ No

*Response required

3.2. Addenda*

To confirm that you have received and read all Addenda related to this solicitation, please type the Addenda numbers here (i.e. "1,2,3"). If there were no Addenda, type "N/A"

*Response required

3.3. Proposal Documents*

Please Upload your COMPLETE Proposal here, which includes the following:

- Conflict of Interest Statement
- Disputes Disclosure Form
- Drug Free Workplace Certificate
- E-Verify Affirmation Statement
- Non-Collusion Affidavit
- Sworn Statement Under Section 287.133(3)(n), Florida Statutes on Public Entity Crimes

*Response required

3.4. Contract Execution and Certificate(s) of Insurance*

The contract shall be executed by the successful bidder and shall be returned, together with the Certificate(s) of Insurance to City of Lake City so that it is received within **14 working days** after the bidder has received the contract for execution. Failure to do so shall be just cause for forfeiture of the proposal guaranty.

☐ Please confirm

*Response required

4. PRICING TABLE

Type in your TOTAL BID Amount from Page 4 of the Bid Book Response

TOTAL COST OF PROJECT

Planting of Seedling Slash Pines, and Florida Cedar Trees per the Bid Specifications.

Description	Quantity	Unit of Measure	Unit Cost	Total
Purchase and Planting of seedling Slash Pines and Florida Cedar seedlings on approximately 100 acres and surrounding Boundaries as per bid specifications.	1	1		
TOTAL				



Tree Planting at Bio Solid Site

General Solicitation

Procurement

96103, 98852

Project ID: ITB-002-2021

Release Date: Nov 15, 2020

Due Date: Dec 15, 2020 2:00pm

Selection Date: Dec 21, 2020

Posted Nov 15, 2020 12:00 AM

Bid Unsealed Dec 15, 2020 2:15 PM

Pricing Unsealed Dec 15, 2020 2:15 PM

All dates & times in Eastern Time

[< Back to Proposals](#)

Crews Custom Services, Inc. Proposal

Pricing unsealed at Dec 15, 2020 2:15 PM

CONTACT INFORMATION

Company

Crews Custom Services, Inc.

Email

crewscustom@yahoo.com

Contact

Karena Crews

Address

215 SW Crews Farm Terrace
Lake City, FL 32025

Phone

(386) 867-5001

Website

N/A

Submission Date

Dec 15, 2020 1:27 PM

ADDENDA CONFIRMATION*No addenda issued***QUESTIONNAIRE****1. Proposal Requirements***

Did you read through and confirm that you met all of the proposal requirements?

Yes

2. Addenda*

To confirm that you have received and read all Addenda related to this solicitation, please type the Addenda numbers here (i.e. "1,2,3"). If there were no Addenda, type "N/A"

N/A

3. Proposal Documents*

Please Upload your COMPLETE Proposal here, which includes the following:

- Conflict of Interest Statement
- Disputes Disclosure Form
- Drug Free Workplace Certificate
- E-Verify Affirmation Statement
- Non-Collusion Affidavit
- Sworn Statement Under Section 287.133(3)(n), Florida Statutes on Public Entity Crimes

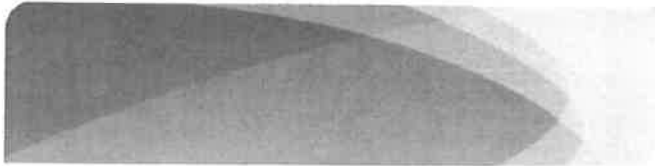
 [Proposal Documents.pdf](#)**4. Contract Execution and Certificate(s) of Insurance***

The contract shall be executed by the successful bidder and shall be returned, together with the Certificate(s) of Insurance to City of Lake City so that it is received within **14 working days** after the bidder has received the contract for execution. Failure to do so shall be just cause for forfeiture of the proposal guaranty.

☒ Confirmed**PRICE TABLES****Total Cost of Project**

Planting of Seedling Slash Pines, and Florida Cedar Trees per the Bid Specifications.

Purchase and Planting of seedling Slash Pines and Florida Cedar seedlings on approximately 100 acres and surrounding Boundaries as per bid specifications.	1	1	\$32,500.00	\$32,500.00
--	---	---	-------------	-------------



CREWS CUSTOM SERVICES, INC.

215 SW Crews Farm Terrace
Lake City, Florida 32025
Phone: 386-867-5001
E-Mail: crewscustom@yahoo.com

STATEMENT OF QUALIFICATIONS

Crews Custom Services, Inc. has been providing tree planting and reforestation services for over 25 years. Our current and past clients include numerous state and local government entities, private and public corporations, forestry consulting firms as well as private landowners. Crews Custom Services, Inc. has also provided tree planting services for the City of Lake City in previous years.

REFERENCES

Legacy Forestry Services
a division of Natural Resource Planning Services, Inc.
356 NW Lake City Ave.
Lake City, FL 32055

Jowett & Wood, Inc.
23327 NW CR 236 •
P.O. Box 2194
High Springs, FL 32655-2194

Loncala, Inc.
25755 NW 130th Ave.
High Springs, FL 32643-5964

Additional references and contact information provided upon request or upon contract execution.

CONFLICT OF INTEREST STATEMENT

STATE OF FLORIDA, CITY OF Lake City

Before me, the undersigned authority, personally appeared Brian F. Crews who was duly sworn deposes and states:

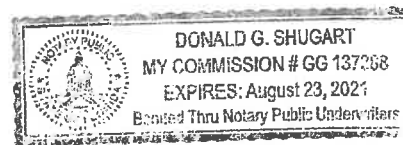
- I am the Vice President of Crews Custom Svcs, Inc with a local office in Lake City, FL and principal office in Lake City, FL City & State
- The above named entity is submitting a Proposal for the City of Lake City ITB-002-2021 described as TREE PLANTING AT BIO SOLID SITE.
- The Affiant has made diligent inquiry and provides the information contained in the Affidavit based upon his/her own knowledge.
- 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.
- 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.
- Neither the entity nor its affiliates, nor any one associated with them, is presently suspended or otherwise ineligible from participation in contract letting by any local, State, or Federal Agency.
- Neither the entity nor its affiliates, nor any one associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
- 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.
- 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.
- 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 15 day of Dec 2006. 2020

Brian F. Crews
(Affiant)
Typed Name and Title

Sworn to and subscribed before me this _____ day of _____
Personally Known _____ Or produced identification _____
Identification type: _____
Notary Public-State of _____
Printed, typed, or stamped commissioned name of notary public.
My commission expires _____.

State of Florida
County of Columbia
Sworn to and affirmed and subscribed before me this 15 day of December, 2020.
By Brian F. Crews
Personally Known _____
Produced Identification FLDL
Type of ID Produced FLDL
Notary Public
My Commission Expires 8-23-2021
PHYSICALLY APPEARED



THIS FORM MUST BE INCLUDED WITH YOUR SUBMITTAL.

DISPUTES DISCLOSURE FORM

Answer the following questions by placing an "X" after "YES" or "NO". If you answer "YES", please explain in the space provided, or via attachment.

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?

YES _____ NO X

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?

YES _____ NO X

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?

YES _____ NO X

If yes, 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.

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, RFP-021-2006, Request for Proposal for Financial Advisor.

Crews Custom Services, Inc

Firm

12-15-2020

Date

BK

Authorized Signature

Brian F. Crews Vice Pres.

and Title Printed or Typed Name and Title

THIS FORM MUST BE INCLUDED WITH YOUR SUBMITTAL

DRUG FREE WORKPLACE CERTIFICATE

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that, CACUS Custom Svc's 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"

[Signature]

Authorized Signature

12-15-2020

Date Signed

State of Florida

County of Columbia

Sworn to and subscribed before me this 15 day of December 2020.

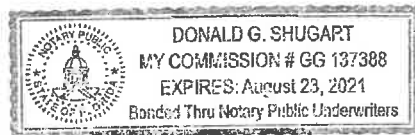
Personally known FL DL or Produced Identification

(Specify type of identification)

[Signature]

Signature of Notary

My Commission Expires: 8-23-2021



THIS FORM MUST BE INCLUDED WITH YOUR SUBMITTAL.

E-VERIFY AFFIRMATION STATEMENT

RFP/Bid /Contract No:

ITB-002-2021

Project Description:

Tree Planting at BioSolidSite

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:

Crews Custom Services, Inc

Authorized Company Person's Signature:

[Signature]

Authorized Company Person's Title:

Vice President

Date:

12-15-2020

THIS FORM MUST BE INCLUDED WITH YOUR SUBMITTAL

NON-COLLUSION AFFIDAVIT OF PROPOSER

STATE OF FLORIDA

COUNTY OF COLUMBIA

BRIAN F. CREWS, being duly sworn, deposes and says that:

1. He/She is Vice President of CREWS Custom Sign Inc proposer
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 Proposer 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 proposer, 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 proposer, firm, or person to fix the price or prices in the attached proposal or any other proposal, or to fix any overhead, profit or cost element of the proposal price or the proposal price of any other proposer, 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 proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

SIGNED [Signature]

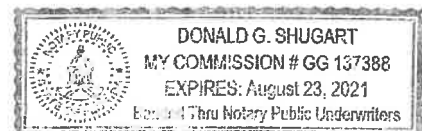
TITLE Vice Pres,

SUBSCRIBED AND SWORN TO BEFORE ME THIS 15 DAY OF Dec, 2020.

[Signature]

Notary Public, State of Florida My Commission Expires: 8-23-2024

****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 Proposal No. ITB-002-2021.
2. This sworn statement is submitted by CREWS Custom Services, Inc whose business address is 215 SW CREWS FORM TER. LAKE CITY, FL 32025 and (if applicable) its Federal Identification No.(FEIN) is 59-3653408. If entity has no FEIN, include the Social Security Number of the individual signing this sworn statement _____.
3. My name is Brian F. Crews and my relationship to the entity named above is Vice President/owner.
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)

BFC 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:  Date 12-15-2020

STATE OF Florida
COUNTY OF Columbia

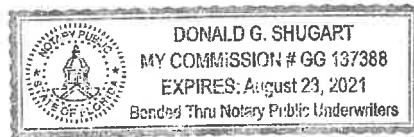
Personally appeared before me, the undersigned authority, Brian F. Crews who
after

first being sworn by me, affixed his/her signature in the space provided above on
this 15 day of December 2020.

Donald G. Shugart

Notary Public, State at large

My Commission Expires: 8-23-2021



THIS FORM MUST BE INCLUDED WITH PROPOSAL

[The remainder of this page is left blank intentionally]

4. PRICING TABLE

Type in your TOTAL BID Amount from Page 4 of the Bid Book Response

TOTAL COST OF PROJECT

Planting of Seedling Slash Pines, and Florida Cedar Trees per the Bid Specifications.

Description	Quantity	Unit of Measure	Unit Cost	Total
Purchase and Planting of seedling Slash Pines and Florida Cedar seedlings on approximately 100 acres and surrounding Boundaries as per bid specifications.	1	1	\$32,500 ⁰⁰	\$32,500 ⁰⁰
TOTAL			\$32,500 ⁰⁰	

File Attachments for Item:

9. City Council Resolution No. 2021-008 - A resolution of the City Council of the City of Lake City, Florida, authorizing the execution of a Release and Satisfaction of Lien, the lien relating to a code enforcement lien being recorded in the Official Records Book 1347, Page 2347, of the public records of Columbia County, Florida

CITY COUNCIL RESOLUTION NO. 2021-008

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AUTHORIZING THE EXECUTION OF A RELEASE AND SATISFACTION OF LIEN, THE LIEN RELATING TO A CODE ENFORCEMENT LIEN BEING RECORDED IN THE OFFICIAL RECORDS BOOK 1347, PAGE 2347, OF THE PUBLIC RECORDS OF COLUMBIA COUNTY, FLORIDA.

WHEREAS, the City of Lake City, Florida (hereinafter the “City”) is the holder of a City Code Enforcement Lien (hereinafter the “City Lien”) against property owned, controlled, or possessed by then Respondents Ethelene Moore, et al (hereinafter the “Property Owners”), at the time of the entry of a Magistrate’s Order imposing a fine and lien, said order having been recorded in the Official Records Book 1347, beginning at Page 2347, of the public records of Columbia County, Florida; and

WHEREAS, the City desires to release, terminate and cancel the City Lien by recording a *Release and Satisfaction of Lien*, a copy of which is attached hereto and made a part of this resolution.

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

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

Section 2. The City hereby authorizes the Mayor to execute the *Release and Satisfaction of Lien* and directs that said instrument be recorded in the public records of Columbia County, Florida.

Section 3. Effective Date. This Resolution shall be effective immediately upon adoption.

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

CODE ENFORCEMENT SPECIAL MAGISTRATE
CITY OF LAKE CITY, FLORIDA

City of Lake City, Florida
Petitioner,

Case No.: 2017-000090

v.

Ethelene Moore, et al.,
Respondents.

_____ /

RELEASE AND SATISFACTION OF LIEN

COMES NOW, the Petitioner-Lienor, CITY OF LAKE CITY, FLOIRDA (herein “City”), which filed and recorded a lien on, or about, November 13, 2017, through its *Order*, a copy of such being attached hereto as “Exhibit A” consisting of five (5) pages and incorporated herein, at Official Records Book 1347, Page 2347, Public Records of Columbia County, Florida, on the property owned by Respondents and further identified as Parcel 00-00-00-11480-000 (hereinafter the “Property”) by the Columbia County Property Appraiser and addressed as 135 NW Long Street, Lake City, Florida.

Upon consideration of the premises of this matter the City Council of the City of Lake City, Florida, at a duly noticed meeting on the ____ day of January 2021, did deliberate and vote to release all liens on the aforementioned Property created by the aforementioned lien.

NOW THEREFORE, the City of Lake City herby releases all liens and right of lien or claim of whatsoever kind or character on the Property by the City of Lake City, Florida, through the date hereof, including, but not limited to, the aforementioned lien recorded in the Public Records of Columbia County, Florida as first stated herein.

[Remainder of this page intentionally left blank.
Signatures to appear on the next page.]

Signed this _____ day of January 2021

CITY OF LAKE CITY, FLORIDA

By: _____
Stephen M. Witt, Mayor

ATTEST:

APPROVED AS TO FORM LEGALITY:

By: _____
Audrey E. Sikes,
City Clerk

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

**STATE OF FLORIDA
COUNTY OF COLUMBIA**

The foregoing instrument was acknowledged before me by means of ____ physical presence or ____ online notarization, this _____ day of January 2021 by Stephen M. Witt, Mayor and Audrey E. Sikes, City Clerk on behalf of the City of Lake City, Florida who are personally known to me or produced _____ as identification.

(NOTARY SEAL OR STAMP)

Notary Public – Signature

Notary Name – Printed

EXHIBIT A

Inst. Number: 201712020801 Book: 1347 Page: 2374 Page 1 of 5 Date: 11/13/2017 Time: 2:55 PM
P.DeWitt Cason Clerk of Courts, Columbia County, Florida



Inst: 201712020801 Date: 11/13/2017 Time: 2:55PM
Page 1 of 5 B: 1347 P: 2374, P.DeWitt Cason, Clerk of Court
Columbia, County, By: BD
Deputy Clerk

MAJOR COUNCIL MEMBER
STEPHEN M. WITT
COUNCIL MEMBERS
JAKE HILL, JR.
EUGENE JEFFERSON
MELINDA MOSES
GEORGE WARD

CITY MANAGER
WENDELL JOHNSON

CITY CLERK
AUDREY E. SIKES

CITY ATTORNEY
FRED KOBERLEIN, JR.

STATE OF FLORIDA

COUNTY OF COLUMBIA

I, Michele L. Greene, Acting Clerk of the City of Lake City, DO
HEREBY CERTIFY the attached to be a true and correct copy of City of
Lake City Code Enforcement Special Magistrate Order - Case Number
2017-00000090 (4 pages), as promulgated and on file in the City Clerk's
office and the official records of the City of Lake City, Florida.

IN WITNESS WHEREOF, I have hereunto subscribed my name and
affixed the Corporate Seal of this City this 8th day of November 2017.

SEAL OF THE CITY OF LAKE CITY, FLORIDA.


MICHELE L. GREENE
Acting City Clerk

CODE ENFORCEMENT SPECIAL MAGISTRATE
CITY OF LAKE CITY, FLORIDA

CITY OF LAKE CITY, FLORIDA

CASE NO. 2017-00000090

PETITIONER,

v.

ETHELENE MOORE ET AL.,

RESPONDENTS.

ORDER

THIS CAUSE came before the Special Magistrate on October 12, 2017, at the request of Petitioner, and the Special Magistrate having heard and received testimony and evidence from Petitioner, makes the following findings of fact and conclusions of law and thereupon orders, as follows:

Findings of Fact

1. Respondents, Ethelene Moore et al. ("Respondent"), are the owners of residential real property located at 135 NW Long Street in Lake City, Florida ("Property"). The Property is currently vacant.
2. City of Lake City Code Inspector Beverly Jones initially inspected Respondents' residential property on May 4, 2017 and observed a structure with broken windows, which make the interior accessible, a roof in disrepair (it appears a tree may have landed upon it during one of the recent storms), and grass and weeds exceeding Petitioner's allowable limit of 12 inches.
3. On May 4, 2017, Petitioner sent a Warning Notice via USPS first class mail addressed to Respondents c/o Vincent Livingston at 1630 NE 185th Street, Shoreline, WA 98155,

describing the alleged violations and requesting that the violations be corrected no later than June 30, 2017.

4. City of Lake City Code Inspector Beverly Jones re-inspected the Property on August 31, 2017 and the conditions were unchanged. On August 31, 2017, Petitioner sent a Notice of Violation (NOV) via USPS certified mail to Respondents c/o Vincent Livingston at 1630 NE 185th Street, Shoreline, WA 98155, again describing the alleged violations on the Property and requesting that the violations be corrected on or before October 1, 2017. A Notice of Hearing was also included with the time and place of the October 12, 2017 hearing. USPS returned the certified mail receipt to Petitioner indicating that it was received by Respondents.
5. City of Lake City Code Inspector Beverly Jones re-inspected the Property on October 30, 2017 and the conditions were unchanged.

Conclusions of Law

1. The authority of the undersigned special magistrate to hear and determine the violations alleged by Petitioner comes from Part I, chapter 162, Florida Statutes; Chapter 2, Article X, Section 2-414 of Lake City, Florida Code of Ordinances; and Lake City Council Resolution No. 2014-050.
2. The proceedings in this matter are governed by chapter 162, Florida Statutes, and Article X, Chapter 2, Part II, Lake City, Florida Code of Ordinances.
3. Respondents were properly notified of the alleged violations on the Property and provided with a reasonable period of time within which to correct the violations.
4. Respondents failed to timely correct the alleged violations on the Property.

5. Petitioner requested a hearing and provided proper notice to Respondents of its date, time and location.

Order

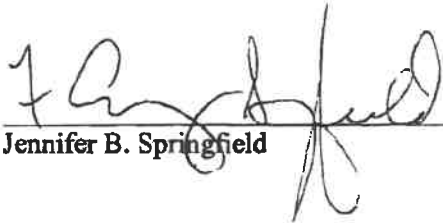
1. Within ninety (90) days of the date of this Order, Respondents shall take all actions necessary to obtain a permit from Petitioner to repair or demolish the structure on the subject Property and properly remove all trash and debris on the Property, as stated and described herein and in accordance with Petitioner's Code of Ordinances and other applicable laws and regulations.
2. In the event the subject Property is not brought into compliance with Petitioner's Code of Ordinances on or before the 90th day, a daily fine of one-hundred dollars (100.00) will begin to accrue on the 91st day, in accordance with Section 162.09, Florida Statutes, and may become a lien on the Property upon which Petitioner may foreclose.
3. Within ten days of the date of this Order, Respondents shall reimburse Petitioner for expenses incurred in this matter in the amount of six dollars and fifty-six cents (\$6.56). If unpaid, this amount may be added to the amount of any lien imposed on the Property by Petitioner.

DONE AND ORDERED in this 10 day of November 2017.


JENNIFER B. SPRINGFIELD
SPECIAL MAGISTRATE

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true copy of the foregoing has been furnished to Respondents, Ethelene Moore et al. c/o Vincent Livingston at 1630 NE 185th Street, Shoreline, WA 98155 via USPS regular mail, and to Beverly Jones, City of Lake City, Florida via electronic mail to jonesb@lcfla.com this 6 day of November 2017.



Jennifer B. Springfield

Copies to:
JohnsonW@lcfla.com
hofertr@lcfla.com