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# **CITY COUNCIL REGULAR SESSION**

## **CITY OF LAKE CITY**

**April 05, 2021 at 6:00 PM**

**Venue: Columbia County School Board Administrative Complex Auditorium**

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## **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 meeting will also be available via communications media technology.*

**CMT instructions are located at the end of this Agenda.**

**Pledge of Allegiance**

**Invocation - Mayor Stephen M. Witt**

**Roll Call**

**Proclamations**

- [1.](#) National Telecommunicator's Appreciation Week (April 11th - 17th, 2021)
- [2.](#) Water Conservation Month (April 2021) Mike Osborn, Water Treatment Plant Director wishes to speak

**Minutes - None**

**Approval of Agenda**

**Approval of Consent Agenda**

- [3.](#) Concrete Products Annual Contract, ITB-009-2021 - Columbia Ready Mix

**Persons Wishing to Address Council**

*Citizens are encouraged to participate in City of Lake City meetings. The City of Lake City encourages civility in public discourse and requests that speakers direct their comments to the Chair. Those attendees wishing to share a document and or comments in writing for inclusion into the public record must email the item to [submissions@lcfla.com](mailto:submissions@lcfla.com) no later*

*than noon on the day of the meeting. Citizens may also provide input to individual council members via office visits, phone calls, letters and e-mail that will become public record.*

## **Old Business**

### Ordinances

#### **Open Public Hearing**

- [4.](#) City Council Ordinance No. 2020-2176 - (final 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 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. (Bishop Farms)

**First reading 1/4/2021**

#### **Close Public Hearing**

### **Adopt City Council Ordinance No. 2020-2176 (final reading)**

#### **Open Public Hearing**

- [5.](#) City Council Ordinance No. 2121-2181 - (final reading) - An ordinance of the City of Lake City, Florida, amending the text of the City of Lake City Land Development Regulations, as amended, pursuant to an application, LDR 21-01, by the City Council, providing for amending Section 10.11 entitled approval of changes to landmarks and landmark sites by adding three categories of projects, routine maintenance, minor work and major work, for the purpose of determining if approval is required by the Land Development Administrator or the historic Preservation Agency and by adding design guidelines; providing severability; repealing all ordinances in conflict; and providing an effective date.

**First reading 3/1/2021**

#### **Close Public Hearing**

### **Adopt City Council Ordinance No. 2021-2181 (final reading)**

#### **Open Public Hearing**

- [6.](#) City Council Ordinance No. 2021-2185 - (final reading) - An ordinance of the City Council of the City of Lake City, Florida, amending Section 102-111 of the City Code of ordinances; providing for amendments to the utility area or zone within which the connection to certain city utilities may be required; providing for

severability; providing for the repeal of conflicts; providing for codification; and providing an effective date.

**First reading 3/1/2021**

**Close Hearing**

**Adopt City Council Ordinance No. 2021-2185 (final reading)**

**New Business**

Ordinances

7. City Council Ordinance No. 2021-2186 - (first reading) - An ordinance of the City of Lake City, Florida, amending the official zoning atlas of the City of Lake City Land Development Regulations, as amended, relating to the rezoning of less than ten contiguous acres of land, pursuant to an application, Z 21-01, by the property owners of said acreage; providing for rezoning from Commercial General (CG) to Commercial, Intensive (CI) of certain lands within the corporate limits of the City of Lake City, Florida; providing severability; repealing all ordinances in conflict; and providing an effective date. (Camancho De Freitas/Cueller)

**Adopt City Council Ordinance No. 2021-2186 (first reading)**

8. City Council Ordinance No. 2021-2187 - (first reading) - An ordinance of the City of Lake City, Florida, amending the official zoning atlas of the City of Lake City Land Development Regulations, as amended; relating to the rezoning of less than ten contiguous acres of land, pursuant to an application, Z 21-02, by the property owners of said acreage; providing for rezoning from Residential, Single Family-3 (RSF-3) to Residential, Office (RO) of certain lands within the corporate limits of the City of Lake City, Florida; providing severability; repealing all ordinances in conflict; and providing an effective date. (Zeher Construction)

**Adopt City Council Ordinance No. 2021-2187 (first reading)**

9. City Council Ordinance No. 2021-2189 - (first reading) - An ordinance of the City Council of the City of Lake City, Florida, establishing a temporary moratorium for 180 days related to the issuance of new business tax receipts that are related to activities that include electronic simulated gaming promotions or electronic sweepstakes; excepting renewals of existing business tax receipts; providing for penalties; providing for severability; providing for conflicts; and providing an effective date. (Internet Cafe's)

**Adopt City Council Ordinance No. 2021-2189 (first reading)**

Resolutions

- [10.](#) City Council Resolution No. 2021-044 - A resolution of the City Council of the City of Lake City, Florida, authorizing the execution of Task Assignment Number Thirteen with Passero Associates, LLC, for professional services related to the pavement rehabilitation of Runway 5-23 Project, at a cost not-to-exceed \$106,870.00.
- [11.](#) City Council Resolution No. 2021-045 - A resolution of the City Council of the City of Lake City, Florida, authorizing the execution of an agreement with Mechanical Services of Central Florida, Inc., D/B/A Emcor Services MSI-Certified Air Contractors, for the preventative maintenance, and general and emergency repairs to restore the operation of HVAC systems.
- [12.](#) City Council Resolution No. 2021-046 - A resolution of the City Council of the City of Lake City, Florida, authorizing Task Assignment Number Four to the continuing contract with Mittauer & Associates, Inc., a Florida Corporation, for engineering services associated with the rehabilitation of the St. Margaret's Waste Water Treatment Facility, at a cost not-to-exceed \$168,136.00.
- [13.](#) City Council Resolution No. 2021-047 - A resolution of the City Council of the City of Lake City, Florida, authorizing the execution of a Memorandum of Agreement with law enforcement agencies in northern Florida to facilitate the Gateway Initiative, North Florida High Intensity Drug Trafficking Areas, and pursue investigations of drug trafficking organizations and individuals responsible for the importation or distribution of drugs in Columbia County; providing for severability; providing for conflicts; and providing an effective date.
- [14.](#) City Council Resolution No. 2021-050 - A resolution of the City Council of the City of Lake City, Florida, authorizing the execution of a contract with the Florida Department of Corrections for the use of inmate labor and services through inmate work squads.
- [15.](#) City Council Resolution No. 2021-051 - 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.
- [16.](#) City Council Resolution No. 2021-052- A resolution of the City Council of the City of Lake City, Florida, authorizing the City to enter into an agreement with the State of Florida, Department of Transportation, related to utility work to be performed on U.S. Highway 90 from Shana Way to Baya Avenue; agreeing to pay the State of Florida, Department of Transportation a cost not-to-exceed \$12,210.00 for the utility work, and establishing an effective date.
- [17.](#) City Council Resolution No. 2021-053 - A resolution of the City Council of the City of Lake City, Florida, authorizing the execution of a commercial contract



with Millennium Bank, a foreign profit corporation, for the purchase of both real and personal property; authorizing the costs associated with title and closing procedures; authorizing a purchase price not-to-exceed \$1,100,000.00.

- [18.](#) City Council Resolution No. 2021-054 - A resolution of the City Council of the City of Lake City, Florida, supplementing City Council Resolution No. 2019-156; authorizing the supplementation of the application of proceeds received from the sale of the series 2019 bond to be appropriated to the City Hall portion of the project; providing certain other covenants and agreements in connection therewith; and providing an effective date.
- [19.](#) City Council Resolution No. 2021-055 - A resolution of the City of Lake City, Florida, accepting a utility easement from Ashmann Holdings, LLC, for the purpose of extending a water main and enabling future utility system improvements.
- [20.](#) City Council Resolution No. 2021-056 - A resolution of the City Council of the City of Lake City, Florida, retiring canine Max from the Lake City Police Department and authorizing the adoption of canine Max to former police officer Ryan Collins; relinquishing any and all liability for the housing, care, veterinary needs, and food related to canine Max; and establishing an effective date.
- [21.](#) City Council Resolution No. 2021-057 - A resolution of the City Council of the City of Lake City, Florida, amending Section 2-48 of the City Code; establishing committee meetings of the Special Standing Committees; repealing all resolutions in conflict; and providing an effective date.

### **Departmental Administration**

- [22.](#) Discussion and Possible Action - Affordable Housing - Staff analysis reports on twelve (12) properties designated for affordable housing with suggestions for the disposition of each property. (Dave Young)
23. Discussion and Possible Action - The Northeast Florida League of Cities Board of Directors voted to give all Northeast Florida League of Cities City Members an opportunity to choose two non-profit organizations they would like to receive a donation from the Northeast Florida League of Cities. The donation amount is \$332 per non-profit organization. Organizations must be active Florida Not For Profit Corporations. The deadline to submit recommendations is May 31, 2021. Checks will be mailed to qualified organizations as recommendations are received. (Jake Hill)
24. Discussion and Possible Action - Utility Advisory Committee Composition (Eugene Jefferson)
25. Potential Items for Referral to Community Redevelopment Advisory Committee (Joseph Helfenberger)

- A. Request for a skate park.
- B. Request for a track and work out stations for people to walk, jog and exercise by Memorial Stadium.
- C. Request for Community Redevelopment Agency grant /funds for renovating property in the historical district.

### **Comments by Council Members**

### **Adjournment**

### **Zoom CMT Information**

**Place:** Due to the COVID-19 social distancing requirements, this meeting will also be held 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](mailto: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](http://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](mailto: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.

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

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

**File Attachments for Item:**

1. National Telecommunicator's Appreciation Week (April 11th - 17th, 2021)

# Proclamation

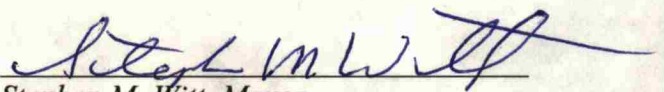
## **NATIONAL PUBLIC SAFETY TELECOMMUNICATORS WEEK APRIL 11-17, 2021**

- WHEREAS,** *emergencies can occur at anytime that require law enforcement, fire, or emergency medical services; and*
- WHEREAS,** *Public Safety Telecommunicators are the first contact our residents have with emergency services, and*
- WHEREAS,** *these “Unseen First Responders” provide an essential service to the community and to police and emergency personnel with compassion, understanding and professionalism, and*
- WHEREAS,** *public safety agencies nationwide celebrate how important Public Safety Telecommunicators are in providing support to law enforcement, fire services, emergency medical services and other governmental field personnel, and*
- WHEREAS,** *in 1991, Congress proclaimed the second week of April as a nationally noted week of recognition dedicated to the men and women who serve as Public Safety Telecommunicators, and*
- WHEREAS,** *Lake City wishes to recognize our Public Safety Telecommunicators for their commitment to performing their duties with integrity, accountability, and respect at the highest level of customer service;*

**NOW, THEREFORE,** I, Stephen M. Witt, Mayor of the City of Lake City, Florida, do hereby proclaim April 11-17, 2021 as “**National Public Safety Telecommunicators Week**” in the City of Lake City, and do hereby recognize the Lake City Public Safety Telecommunicators for their outstanding service and commitment to the citizens of Lake City and Columbia County.



*In witness whereof I have hereunto set my hand and caused this seal to be affixed this 5th day of April 2021.*

  
Stephen M. Witt, Mayor  
City of Lake City

**File Attachments for Item:**

2. Water Conservation Month (April 2021) Mike Osborn, Water Treatment Plant Director wishes to speak



# Proclamation

## **WATER CONSERVATION MONTH** **APRIL 2021**

**WHEREAS,** *water is a basic and essential need of every living creature; and*

**WHEREAS,** *the State of Florida, Water Management Districts and the City of Lake City Utilities are working together to increase awareness about the importance of water conservation; and*

**WHEREAS,** *the City of Lake City and the State of Florida have designated April, typically a dry month when water demands are most acute, Florida's Water Conservation Month, to educate citizens about how they can help save Florida's precious water resources; and*

**WHEREAS,** *the City of Lake City Utilities has always encouraged and supported water conservation, through various educational programs and special events; and*


**WHEREAS,** *every business, industry, school and citizen can make a difference when it comes to conserving water; and*

**WHEREAS,** *every business, industry, school and citizen can help by saving water and thus promote a healthy economy and community; and*

**NOW, THEREFORE,** I, Stephen M. Witt, Mayor of the City of Lake City, Florida do hereby proclaim April as **WATER CONSERVATION MONTH** and urge each citizen and business to help protect our precious resource by practicing water saving measures and becoming more aware of the need to save water.

*In witness whereof I have hereunto set my hand and caused this seal to be affixed this 5<sup>th</sup> day of April 2021.*



  
Stephen M. Witt, Mayor  
City of Lake City

21-13

Seal of the City of Lake City  
State of Florida



**File Attachments for Item:**

3. Concrete Products Annual Contract, ITB-009-2021 - Columbia Ready Mix

**CONTRACT BETWEEN THE CITY OF LAKE CITY, FLORIDA, AND S & S  
COMPANIES, LLC, D/B/A COLUMBIA READY MIX CONCRETE FOR  
PROVIDING CONCRETE PRODUCTS ANNUALLY**

**THIS CONTRACT** made and entered into this \_\_\_\_ day of April, 2021, by and between the CITY OF LAKE CITY, FLORIDA, a municipal corporation, located at 205 North Marion Avenue, Lake City, Florida 32055, and having a mailing address of 205 North Marion Avenue, Lake City, Florida 32055 (herein referred to as "City") and S & S Companies, LLC d/b/a Columbia Ready Mix Concrete, having a mailing address of P.O. Box 7, Bell, Florida 32619 (herein referred to as "Contractor").

**WHEREAS**, the City requires an annual contract to furnish the City concrete, pre-bagged rip-rap, 57 stone, traffic bumpers, and builders sand within the City; and

**WHEREAS**, the City invited competitive bids through an Invitation to Bid (ITB-009-2021) 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 Continuing Contract.

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

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

b. "CONTRACT" means the terms, conditions, and covenants expressed herein in addition to all the terms, conditions, and covenants of Invitation to Bid and its addendum (hereinafter collectively referred to as "ITB-009-2021" or "ITB"), reasonably inferred to the City and general conditions, all of which are incorporated herein and made an essential part of this agreement between the parties.

c. "CONTRACTOR" means the individual or firm offering professional services, which has executed this Contract, and which shall be legally obligated, responsible, and liable for providing and performing any and all of the services and/or work of sub-contractors, required under the covenants, terms, and provisions contained in this Contract and any and all amendments to this Contract.

d. "SERVICES" means professional services for furnishing concrete supplies, and the services and responsibilities listed

within the ITB.

e. "SUB-CONTRACTOR" means any individual or firm offering professional services which is engaged by the Contractor or one of its sub-contractors in providing and performing the professional services, work and materials for which the Contractor is contractually obligated, responsible and liable to provide and perform under this Contract and any and all amendments thereto. The City shall not be a party to, responsible or liable for, or assume any obligation whatsoever for any agreement entered into between the Contractor and any sub-contractor or any sub-sub-contractor.

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

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

4. **Term of Contract:** The term of this Contract shall be for one (1) year from the date first written above. The City reserves the right to extend the contract period for two (2) additional one (1) year periods upon mutual agreement with the Contractor. The Contractor shall not commence any work until the Contractor has provided the City's Procurement Department with proof of insurance coverages.

5. **Compensation and Method of Payment:** City agrees to pay the Contractor compensation for its services rendered to the City not to exceed the amounts shown in the pricing included in contract documents, attached

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

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

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

Providing and maintaining adequate insurance coverage is a material obligation of the Contractor and is of the essence of the Contract. This Contract does not limit the types of insurance Contractor may desire to obtain or be required to obtain by law. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability or

obligations under the Contract. All insurance policies shall be through Insurers authorized to write policies in Florida. All certificates shall provide that the policy or policies of insurance shall not be changed or canceled until at least ten (10) days prior written notice shall have been given to City. As to insurance other than workers compensation and professional liability insurance, the coverage shall name City as an additional insured for City's vicarious liability resulting from the conduct of Contractor and other employed or utilized sub-Contractors in the performance of the services.

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:** 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.

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

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

13. **Other litigation:** The Contractor shall notify the City of any legal actions filed against it for a violation of any laws, rules, codes ordinances, or

licensing requirements within thirty (30) days of the action being filed. The Contractor shall notify the City of any legal actions filed against it by a government subdivision or for any claims of sub-Contractors or materialmen. Failure to notify the City of a legal action within thirty (30) days of the action shall be grounds for termination.

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

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

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

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

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

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

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

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

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

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

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

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

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

this section shall terminate the contract with the person or entity.

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

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

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

16. **Entire Agreement:** Incorporated herein, and made a part hereof, are the Invitation to Bid (ITB-009-2021) 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.

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

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

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

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

**CITY OF LAKE CITY, FLORIDA**

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

ATTEST:

Approved as to form and legality:

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

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

**S & S COMPANIES, LLC**

By: \_\_\_\_\_  
Chad A. Smith, Manager

**S & S COMPANIES, LLC**

By: \_\_\_\_\_  
Mark H. Smith, Manager





ITB-009-2021 Annual Concrete Products Contract: Opened 2:00 pm on March 4, 2021		S&S Companies, LLC dba Columbia Ready Mix Concrete PO. Box 2101 Lake City, FL 32055 (386) 755-2458
Description	Unit of Measure	Unit Cost
3000 PSI Concrete per yard	1	\$123.00
5000 PSI Concrete per yard	1	\$140.00
Curb Mix Concrete per yard	1	\$129.00
Dura-Flow Concrete per Yard	1	\$110.00
Pre-Bagged Rip Rap per 100 Bags	1	\$12.95
57 Stone per Ton	1	\$47.00
Traffic Bumper each	1	\$33.00
Builders Sand per Yard	1	\$48.00

\* Upon availability

Recommendation: S&S Companies, LLC dba  
Columbia Ready Mix

INVITATION TO BID  
ITB-009-2021  
CONCRETE ANNUAL CONTRACT

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

RELEASE DATE: February 11, 2021  
DEADLINE FOR QUESTIONS: February 25, 2021  
RESPONSE DEADLINE: March 4, 2021, 2:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

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

City of Lake City  
INVITATION TO BID  
Concrete Annual Contract

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## 1. INTRODUCTION

### 1.1. Summary

#### INVITATION TO BID

ITB-009-2021

Sealed bids will be accepted by the City of Lake City, Florida until Thursday, March 4, 2021 at 2:00 pm, local time through the City's e-Procurement Portal, ProcureNow. Any bids received after the above time will not be accepted under any circumstances. Any uncertainty regarding the time a bid is received will be resolved against the Bidder. Bids will not be accepted through any other means. Bid opening will be promptly at 2:15 p.m. in the City Council Chambers located on the 2nd floor in City Hall, at which time all bids will be publicly opened and read aloud for the purchase and installation of:

Concrete Annual Contract

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

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

All questions must be in writing and directed to the Procurement Director. All questions will be answered in writing. Any answers which may alter the scope of work will be answered in the form of addenda. Any and all addenda must be acknowledged through the City's e-Procurement Portal. Deadline for receiving questions is Thursday, February 25, 2021 at 4:00 pm. Questions received after this date and time will not be considered.

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

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

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

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

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

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

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

1. 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.
2. The contents of the bid have not been communicated by the Bidder, his/her employees or agents, to his/her best knowledge and belief, to any person not an employee or agent of the Bidder or his surety in any bond furnished herewith and will not be communicated to any such person prior to the official opening of the bids.

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

CITY OF LAKE CITY, FLORIDA

Joseph Helfenberger

City Manager

## **1.2. [Background](#)**

This contract is for a non-exclusive Annual Contract for the purchase of Concrete, pre-bagged Rip Rap, 57 Stone, Traffic Bumpers and Builders Sand for a one (1) year period with an option to renew for two (2) additional one (1) year periods. More than one vendor may be chosen.

## **1.3. [Contact Information](#)**

**Karen Nelmes**

Procurement Director

205 N. Marion Ave

Lake City, FL 32055  
Email: [nelmesk@lcfla.com](mailto:nelmesk@lcfla.com)  
Phone: [\(386\) 719-5818](tel:(386)719-5818)

**Department:**  
Procurement

#### 1.4. [Timeline](#)

**Release Project Date**

February 11, 2021

**Question Submission Deadline**

February 25, 2021, 4:00pm

**Question Response Deadline**

February 26, 2021, 5:00pm

**Proposal Submission Deadline**

March 4, 2021, 2:00pm

## 2. INSTRUCTION TO BIDDERS

### 2.1. [Overview](#)

The City of Lake City is accepting bids for Concrete Annual Contract - non-exclusive.

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

### 2.2. [Pre-Bid Meeting](#)

There will be no pre-bid meeting associated with this project.

### 2.3. [Submittal Deadline](#)

Bids shall be submitted via the City's e-Procurement Portal, ProcureNow, no later than Thursday, March 4, 2021 at 2:00 pm. Late proposals shall not be accepted.

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

### 2.4. [Questions](#)

All questions related to this ITB shall be submitted in writing via the ProcureNow Question/Answer Tab via the [City's e-Procurement portal](#), on or before, Friday, February 26, 2021 by 4:00 pm. All questions submitted and answers provided shall be electronically distributed via email to bidders following this solicitation on the City's e-Procurement Portal.

### 2.5. [Addenda](#)

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



### 3. SCOPE OF WORK AND RELATED REQUIREMENTS

#### 3.1. General Scope of Work

The Supplier(s) must furnish to the City of Lake City concrete, pre-bagged rip-rap, 57 stone, traffic bumpers and builders sand for one (1) year contract period with an optional additional two (2) one (1) year periods upon mutual agreement by all parties.

#### 3.2. Quantity

##### **Type Approximate Amount**

3000 PSI Concrete per yard 700 yards

5000 PSI Concrete per yard 50 yards

Curb Mix Concrete per yard 250 yards

Dura-Flow Concrete per yard 50 yards

Pre-Bagged Rip Rap per 100 bags 950 bags

57 Stone per ton 100 tons

Traffic Bumpers each 25 bumpers

Builders Sand per yard 250 yards

#### 3.3. Contract

The proposal of the successful bidder(s) together with the written Notice of Award and the terms, conditions and specifications contained in this Invitation to Bid will constitute the contract. The contract term will be for one (1) year period. The City reserves the right to extend the contract period for two (2) additional one (1) year terms upon mutual agreement with the successful Bidder(s).

#### 3.4. Delivery

Delivery will be F.O.B. destination within a minimum two (2) hour notice. Bidder(s) will not require a minimum quantity for any order.

Deliveries on Saturday must be available if required.

#### 3.5. Liquidated Damages

In the event the successful bidder(s) fails to deliver concrete within the twenty-four (24) hours of date of order, and the City has to purchase concrete from an alternate supplier not on contract, liquidated damages will be assessed at the actual cost difference the City incurs from the alternate supplier.

#### 3.6. Total Cost

Cost must be lump sum, any additional charges such as mobilization fees, fuel surcharges, etc. must be included in your unit prices.

### 3.7. [Payment](#)

Payment will be made on a unit basis upon acceptance by the City.

### 3.8. [Safety](#)

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

### 3.9. [Employees](#)

1. Contractor shall be responsible for the appearance of all working personnel assigned to the project. Personnel shall be clean and appropriately dressed at all times. Personnel must wear property identification at all times (company shirts, ID badges, etc.)
2. All personnel of the Contractor shall be considered to be, at all times, the sole employees of the Contractor, under the Contractor's sole direction, and not an employee or agent of the City of Lake City. The Contractor shall supply competent and physically capable employees and the City of Lake City may require the Contractor to remove any employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose presence on city property is not in the best interest of the City of Lake City. The City of Lake City shall not have any duty to implement or enforce such requirements.
3. Contractor shall assign an "on-duty" supervisor who speaks and reads English.
4. Contractor shall have its employees refrain from the use of tobacco products in the City's buildings or grounds. Tobacco use will be allowed in designated areas only.
5. Contractor shall be solely responsible for receiving all materials and equipment at site.

### 3.10. [Disposal of Waste](#)

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

### 3.11. [Delivery](#)

Delivery will be at multiple locations where needed.

## 4. TERMS AND CONDITIONS

### 4.1. Licenses/Qualifications

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

### 4.2. Insurance

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 \$200,000 per occurrence, and \$300,000 for all claims arising out of the same incident or occurrence, for property damage and personal injury. Notice, these limits may change according to Florida law and the protections afforded to the City pursuant to sovereign immunity for liability.

### 4.3. Indemnity

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

#### 4.4. Contract/Award

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

#### 4.5. Payment

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

#### 4.6. Or Equal

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

#### 4.7. 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 submitted as a part of the bidder response as provided within the vendor questionnaire. All reference materials provided become the property of the City of Lake City and also become public record.

#### 4.8. Change Orders

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

#### 4.9. Addendum

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

#### 4.10. Required Documents

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

#### 4.11. Public Entity Crime

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

#### 4.12. Employment Eligibility Verification (E-Verify)

In accordance with State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Verification of Employment Status), in the event performance of this Agreement is or will be funded using state or federal funds, the CONTRACTOR must comply with the Employment Eligibility Verification Program (“E-Verify Program”) developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the CONTRACTOR must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States, except if the CONTRACTOR is a state or local government, the CONTRACTOR may choose to verify only new hires assigned to the Agreement; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include these requirement in certain subcontracts, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

#### 4.13. 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.**

#### **4.14. [Payment And Performance Bonds](#)**

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

#### **4.15. [Additional Information](#)**

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

## 5. PRICING PROPOSAL

### CONCRETE AND ASSOCIATED PRODUCTS

Item	Unit	Unit Cost	Comments
3000 PSI Concrete per yard	1		
5000 PSI Concrete per yard	1		
Curb Mix Concrete per yard	1		
Dura-Flow Concrete per Yard	1		
Pre-Bagged Rip Rap per 100 Bags	1		
57 Stone per Ton	1		
Traffic Bumper each	1		
Builders Sand per Yard	1		

## 6. VENDOR QUESTIONNAIRE

### 6.1. References\*

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

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

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

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

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

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

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

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

\*Response required

### 6.2. Title and Organization\*

Please provide your title and organization's name.

\*Response required

### 6.3. Local Office\*

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

\*Response required

### 6.4. Principal Office\*

Please provide the city and state for your Principal Office.

\*Response required

### 6.5. Conflict of Interest Statement\*

1. The above named entity is submitting a Bid for the City of Lake City ITB-009-2021 described as Concrete Annual Contract.
2. The Affiant has made diligent inquiry and provides the information contained in the Affidavit based upon his/her own knowledge.



3. 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.
4. 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.
5. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise ineligible from participation in contract letting by any local, State, or Federal Agency.
6. Neither the entity nor its affiliates, nor anyone associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
7. 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.
8. 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.
9. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above named entity, will immediately notify the City of Lake City.

☐ Please confirm

\*Response required

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

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

*Select all that apply*

- ☐ Has your firm or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulations or any other regulatory agency or professional association within the last five (5) years?
- ☐ Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?
- ☐ Has your firm had against it or filed any request for equitable adjustment, contract claims, bid protest, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?
- ☐ None

\*Response required

#### 6.7. Disputes Disclosure Form - Explanation\*

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

\*Response required

#### 6.8. Disputes Disclosure Form - Acknowledgement\*

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

☐ Please confirm

\*Response required

#### 6.9. Drug Free Workplace Certificate\*

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

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

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

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

☐ Please confirm

\*Response required

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

1. By submitting a response to this solicitation, the Bidder Acknowledges that he/she is authorized to submit the attached response on behalf of their organization for:  
ITB-009-2021, Concrete Annual Contract;
2. He/She is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;
3. Such Proposal is genuine and is not a collusive or sham proposal;
4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, connived, or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Proposal in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached proposal or any other Bidder, or to fix any overhead, profit or cost element of the proposal price or the proposal price of any other Bidder, or to secure through any collusion, connivance, or unlawful agreement any advantage against the City of Lake City, Florida or any person interested in the proposed Contract; and;
5. The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

☐ Please confirm

\*Response required

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

ITB-009-2021-Concrete Annual Contract

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

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

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

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

☐ Please confirm

\*Response required

#### 6.12. Bidder's Checklist\*

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

☐ Please confirm

\*Response required

#### 6.13. Clarifications and Exceptions\*

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

\*Response required

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

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

Please provide your FEIN number here.

\*Response required

##### 6.14.2. Acknowledgments\*

1. This sworn statement is submitted with ITB-009-2021.
2. 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.

3. 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.
4. I understand that an “affiliate” as defined in Paragraph 287.133(1)(a), Florida Statutes means:
  1. A predecessor or successor of a person convicted of a public entity crime; or
  2. an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The Ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a “person” as defined in Paragraph 287.133(1)(c), Florida Statutes, means any natural person or entity organized under the laws of any state of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in management of an entity.

☐ Please confirm

\*Response required

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

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

*Select all that apply*

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

an affiliate of the entity has been charged with, and convicted of a public entity crime subsequent to July 1, 1989, and (Please indicate which additional statement applies - option 3, 4 or 5))

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

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

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

\*Response required

#### *6.14.4. Required Documents*

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

#### *6.14.5. Describe Action Taken*

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

**File Attachments for Item:**

4. City Council Ordinance No. 2020-2176 - (final 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 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. (Bishop Farms)

**First reading 1/4/2021**

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 PEOPLE 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 5th day of April 2021.

Attest:

CITY COUNCIL OF THE  
CITY OF LAKE CITY, FLORIDA

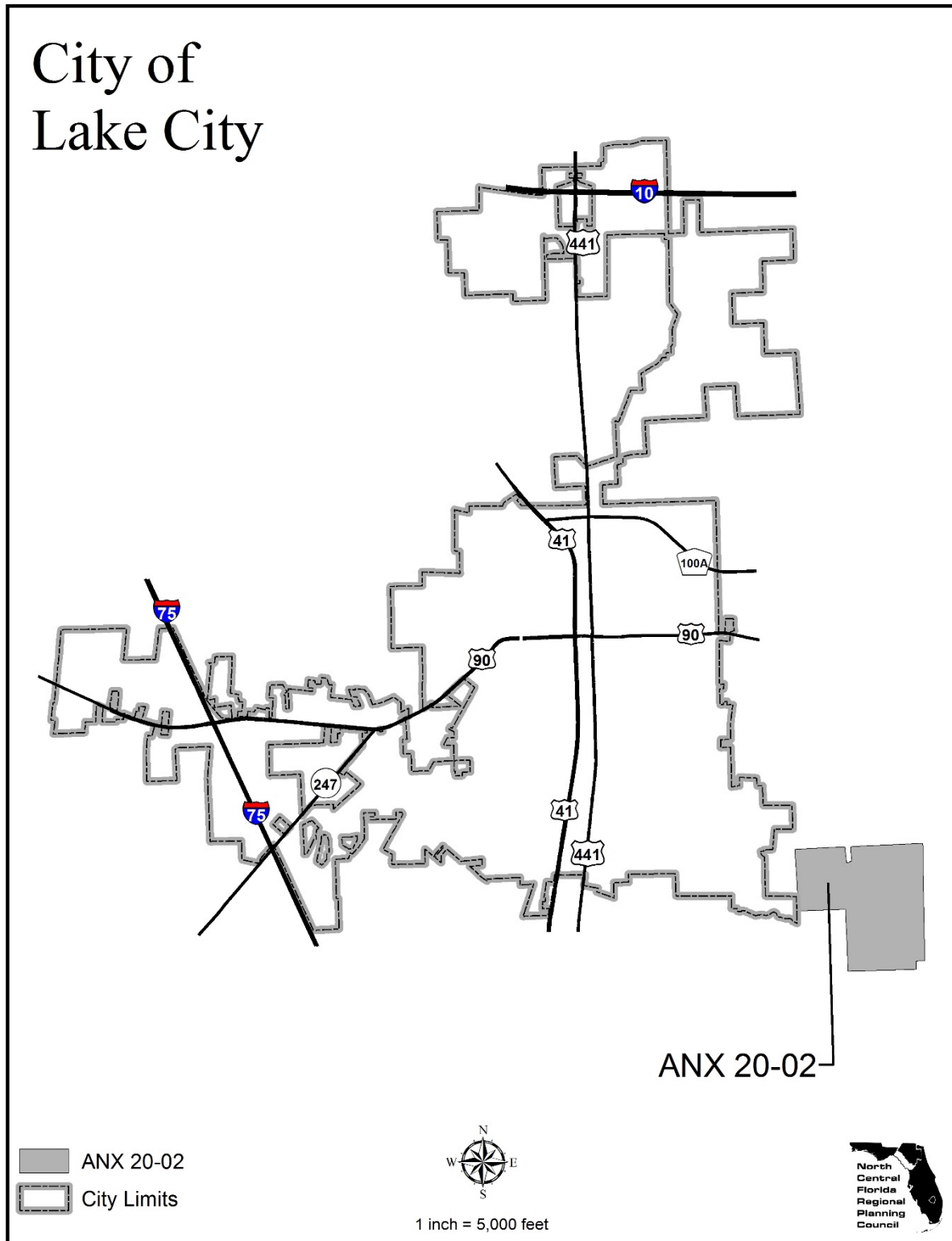
\_\_\_\_\_  
Audrey Sikes, City Clerk

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

APPROVED AS TO FORM AND LEGALITY:

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

## Schedule A: Location Map



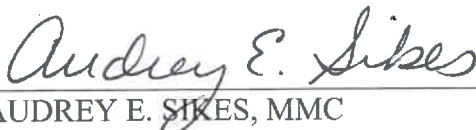
**Ordinance Number: 2020-2176**  
**Passed on first reading on January 4, 2021**

**Record of Vote on First Reading**

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

**Certification**

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

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

**File Attachments for Item:**

5. City Council Ordinance No. 2121-2181 - (final reading) - An ordinance of the City of Lake City, Florida, amending the text of the City of Lake City Land Development Regulations, as amended, pursuant to an application, LDR 21-01, by the City Council, providing for amending Section 10.11 entitled approval of changes to landmarks and landmark sites by adding three categories of projects, routine maintenance, minor work and major work, for the purpose of determining if approval is required by the Land Development Administrator or the historic Preservation Agency and by adding design guidelines; providing severability; repealing all ordinances in conflict; and providing an effective date.

**First reading 3/1/2021**

ORDINANCE NO. 2021-2181

AN ORDINANCE OF THE CITY OF LAKE CITY, FLORIDA, AMENDING THE TEXT OF THE CITY OF LAKE CITY LAND DEVELOPMENT REGULATIONS, AS AMENDED, PURSUANT TO AN APPLICATION, LDR 21-01, BY THE CITY COUNCIL, PROVIDING FOR AMENDING SECTION 10.11 ENTITLED APPROVAL OF CHANGES TO LANDMARKS AND LANDMARK SITES BY ADDING THREE CATEGORIES OF PROJECTS, ROUTINE MAINTENANCE, MINOR WORK AND MAJOR WORK, FOR THE PURPOSE OF DETERMINING IF APPROVAL IS REQUIRED BY THE LAND DEVELOPMENT ADMINISTRATOR OR THE HISTORIC PRESERVATION AGENCY AND BY ADDING DESIGN GUIDELINES; PROVIDING SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE

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

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

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

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

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

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

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

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

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

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

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

Section 1. Pursuant to an application, LDR 21-01, by the City Council, to amend the text of the Land Development Regulations, Section 10.11 entitled Approval of Changes to Landmarks and Landmark Sites, is hereby amended to read, as follows:

## SECTION 10.11 APPROVAL OF CHANGES TO LANDMARKS AND LANDMARK SITES

### 10.11.1 Description of Projects

Changes made to a property within the two (2) National Historic Districts, or other individually listed Historic Properties, and the viewshed falls into one of the following three (3) categories. The nature of the work will determine whether the change requires Land Development Administrator or Historic Preservation Agency approval. Not every project requires a property owner to obtain a Certificate of Appropriateness. There are three (3) basic levels of projects:

1. Routine maintenance;
2. Minor work; and
3. Major work.

### 10.11.2 Design Guidelines

1. Land Development Regulations, Article Ten Historic Sites and Structures Preservation Regulations, Section 10-11 Approval of Changes to Landmarks and Landmark Sites;
2. U. S. Department of Interior - The Secretary of Interior's Standard for Rehabilitation and Guidelines for Rehabilitating Historic Buildings;
3. Florida Building Code - Existing Buildings, Chapter 12 Historic Buildings; and
4. National Fire Protection Association, National Fire Protection Association 914 Code for Fire Protection of Historic Structures.

### 10.11.3 Routine Maintenance may require the issuance of a Certificate of Appropriateness by the Land Development Administrator or the Historic Preservation Agency. A National Historic District, or Individually listed Historic Property, a Certificate of Appropriateness application is required to be completed and filed with the Growth Management Department. It is encouraged for the property owner to contact the Growth Management Department to confirm that the project is consistent with routine maintenance standards. At discretion of the Land Development Administrator, an application for routine maintenance may be forwarded to the Historic Preservation Agency if the work is questionable as to whether it is consistent with the Design Guidelines.

Minor Work projects are reviewed by the Land Development Administrator. If the Land Development Administrator approves the application, the Certificate of Appropriateness may be issued; a placard must be displayed on site during the course of the work. If the Land Development Administrator does not approve the application or if the work is questionable, as to whether it is consistent with the Design Guidelines, then the application will be heard at the next Historic Preservation Agency meeting as a regular agenda item. At discretion of the Land Development Administrator, an application for minor work may be forwarded to the Historic Preservation Agency.

Major Work projects shall be reviewed by the Historic Preservation Agency and, if approved, will be issued a Certificate of Appropriateness. All other regulations of the City and the State of Florida shall apply. In order to obtain a Certificate of Appropriateness for major work, an application must be properly completed and filed with the Growth Management Department.

### 10.11.4 Routine Maintenance

Routine maintenance may require a Certificate of Appropriateness. Property owners are required to complete and file with the Growth Management Department, a Certificate of Appropriateness application before making any exterior changes to structure(s) within the National Historic Districts, or individually listed properties.

Routine maintenance items are types of exterior work that keep a property in good condition. Such projects include any repair where no change is made to the appearance of the structure or site. Repair of features or conditions as soon as they become apparent can prevent severe deterioration and loss of original character and material. It is highly encouraged that property owners conduct routine inspections of a property and take preventative steps to alleviate the necessity of more intense and larger repairs, rehabilitations or restorations. Routine Maintenance of a property usually does not require approval from the Historic Preservation Agency or the land Development Administrator unless it will change the exterior appearance, but property owners must contact the Growth Management Department before starting a maintenance project to ensure that no Certificate of Appropriateness or permit will be required.

Routine maintenance includes, but is not limited to the following:

1. Caulking and weather stripping;
2. Repairs to existing wood or cast iron fences as long as the repair matches the original in location, material, size, shape, and color;
3. Repairs to walks, patios, fences and driveways as long as replacement materials match the original or existing materials in detail and color;
4. Replacement of existing residential shutters and awnings as long as replacement materials match the original or existing materials in detail and color;
5. Replacement of small amounts (no greater than thirty-two (32) square feet) of missing or deteriorated siding, trim, porch flooring, steps, etc., as long as the replacement matches the original or existing materials in location, design, size, shape, texture, and material, and provided such work does not damage or eliminate prominent architectural features. For siding and porch flooring, approximately ten (10) square feet or less will be considered Routine Maintenance;
6. Repair of asphalt, fiberglass or composite roof coverings with a material of similar texture and general appearance (thirty-two (32) square feet or less);
7. Repair of wood, slate, tile, or metal roof coverings where there is no change in design, dimension, detail, color, texture, and materials (thirty-two (32) square feet or less);
8. Repair of existing stone, brick, or stucco walls as long as the repair matches the original in material, size, shape, and color (repair is replacing a stone or brick and repointing);
9. Repointing and other masonry repairs when the color and composition of the mortar matches the original and new brick or stone matches the original as closely as possible;
10. Replacement of or the in-kind repair of existing gutters and downspouts;
11. Installation of window air-conditioners on the side and rear of the building (not seen from the main street);
12. Temporary placement of signs, such as real estate and political.
13. Installation of address numbers and mailboxes that are compatible with the neighborhood;
14. Repair of existing street and/or yard lighting;
15. Replacement of foundation vents on the side and rear of the building and replacement of foundation wall access doors;
16. Repair to walks, driveways, patios and decks, as long as the repair matches the original in location, material, size, shape, color and texture;



17. The general display of merchandise along business fronts;
18. Installation of life safety equipment (i.e. Automated External Defibrillators and fire extinguishers) or items for special events (i.e. tents, displays and storage pods) that is compatible with the historic district, or individually listed historic property; and
19. Removal of existing fencing;

#### 10.11.5 Minor Work

Minor work projects require an application and issuance of a Certificate of Appropriateness. Minor work projects may be approved by the Land Development Administrator if the proposed work is consistent with the Design Guidelines. The Land Development Administrator may meet with the property owner on site if necessary to determine if the proposed work is major or minor. If the proposed work is determined to be minor, a Certificate of Appropriateness shall be issued. If the Land Development Administrator does not approve the proposed work, an application for Certificate of Appropriateness shall be presented to the Historic Preservation Agency for review. Minor work projects are not considered to have a material effect on neighboring properties and therefore the City does not require that the adjacent property owners be notified.

The Land Development Administrator will brief the Historic Preservation Agency each month on Certificates of Appropriateness issued for minor works during the previous month on the Consent Agenda. The Land Development Administrator has the discretion to refer any routine maintenance or minor work project to the Historic Preservation Agency for any reason. The Land Development Administrator does not have the authority to deny a Certificate of Appropriateness or approve an after the fact Certificate of Appropriateness.

Minor work projects do not substantially alter the visual character of the structure or site. Minor work projects may include, but are not limited to the following:

1. Replacement of broken or damaged glass, as long as the replacement matches the original;
2. Installation of gutters and downspouts as long as the color matches the house trim color;
3. Installation of new mechanical and utility equipment including but not limited to, heating and air conditioning units that are screened from view with shrubbery or appropriate fencing that meet or exceed screening requirements;
4. Light fixtures affixed to a structure that are in keeping with the neighborhood and in compliance with the Design Guidelines;
5. Removal of siding covering original material;
6. Total removal of asbestos (which must have an asbestos report submitted to the Growth Management Department), asphalt, or other artificial siding when the original siding beneath is to be repaired and repainted or stained;
7. New walks and driveways with materials compatible with era and neighborhood;
8. Construction or repair of fences and walls located in the side or rear yard that meet the era and neighborhood;
9. Repair of fences and walls located in the front yard that meet the Design Guidelines;
10. Addition of decks and patios on rear facing façade;
11. Construction of an arbor, water feature (not including pools), pergola and/or trellis in the rear yard that is not visible from the street;
12. Temporary and permanent signage that meets standards of the Design Guidelines;

13. Screening in of an existing porch that is not visible from the street;
14. Resurfacing buildings with material that is compatible or similar to the original siding;
15. Resurface porch with a material that is compatible or similar to the original or existing flooring in design and appearance;
16. Removal of deteriorated accessory buildings, which are not original to the site or otherwise historically significant;
17. Construction of small utility buildings, playhouses or playground equipment (or other minor construction) that are inconspicuously located in the rear yard (or not easily visible from a primary right-of-way);
18. Installation of skylights or solar panels which are flush mounted and inconspicuously located on non-primary façades;
19. Replacement of exterior stairs, landings and steps, when there is no change to the original design;
20. Replacement of doors and windows compatible to the style, material, size, and color;
21. Replacement of missing details, including missing or deteriorated siding and trim, porch floors, ceilings, columns and balustrade or other architectural details, with new materials that are identical to the original details;
22. New roof coverings or replacement roofing that is consistent with the era and neighborhood;
23. All installation of metal roofs consistent with the era and neighborhoods;
24. Painting in-kind of exterior of structure. All paint colors shall be consistent with the era and neighborhood;

#### 10.11.6 Major Work

Major work projects require an application and issuance of a Certificate of Appropriateness by the Historic Preservation Agency. In general, these projects involve a change in the appearance of a building or site, and are more substantial in nature than routine maintenance or minor work projects. They include changes from the original design or material, or replacement, alteration or removal of an original feature. Major work requires that all property owners within three hundred (300) feet be notified by certified mail by the applicant and proof of the receipt of these notices be submitted as part of the application.

Major works include, but are not limited to, the following:

1. New residential or commercial construction;
2. Additions (including decks visible from the right-of-way);
3. Removal or demolition of any structural part of a building except as authorized under minor works;
4. New residential accessory structures;
5. Moving of buildings, including accessory structures;
6. Changes to roof lines;
7. Resurfacing buildings with material(s) not compatible or similar to the original material;

8. New shutters and awnings;
9. New roof coverings or replacement roofing that is not consistent with the era or neighborhood;
10. All installation of metal roofs not consistent with the era or neighborhood;
11. Replacement or new installation of windows and doors that is not compatible with the existing or original window(s) and/or door(s);
12. Replacement of architectural details when there will be a change in design or materials from the original or existing details;
13. Installation of a permanent or temporary handicapped ramp and exterior fire exits;
14. New parking areas;
15. Construction of fences or walls in front yard;
16. Removal of healthy tree(s) in the yard(s) along the street front on private property that is greater than four (4) inches Diameter at Breast Height;
17. Installation of long-term (one- year or greater) or potentially long-term structures or features that may not be permanently affixed (i.e. modular units);
18. Discovery of any archaeological resource on the site; and
19. Minor work items not approved by the Land Development Administrator.

Whether the work is routine maintenance, minor work or major work, permits from the Building Official shall be required regardless if a Certificate of Appropriateness is required or not.

10.11.7 Certificate of Appropriateness. No person may undertake the following actions affecting a designated landmark or landmark site without first obtaining a Certificate of Appropriateness from either the Land Development Administrator or Historic Preservation Agency:

1. Alteration of an archeological site or the exterior part or premises of a building or a structure;
2. New construction;
3. Demolition; or
4. Relocation.

10.11.8 Review of New Construction and Alterations. Review of new construction and alterations to designated buildings and structures shall be limited to exterior changes visible to the public. The Land Development Regulation Administrator is authorized to issue a Stop Work Order on any alteration, new construction, demolition or relocation undertaken on a designated landmark or a designated landmark site without a Certificate of Appropriateness,

Ordinary repairs and maintenance otherwise permitted by law may be undertaken on a designated landmark or a designated landmark site without a Certificate of Appropriateness provided this work does not alter the exterior appearance of the building, structure, or archeological site, or alter elements significant to its architectural or historic integrity.

A Certificate of Appropriateness for alteration, new construction, demolition, or relocation pursuant to the provisions of this Article is not effective for a period of fifteen (15) days subsequent to the Land Development Administrator's decision or Historic Preservation Agency's decision, as applicable. If during that fifteen (15) day period an appeal is made to the City Council, the decision of the Land Development Administrator or the decision of the Historic Preservation Agency, as applicable, is automatically stayed pending City Council review.

A Certificate of Appropriateness is in addition to any other building permits required by law. The issuance of a Certificate of Appropriateness does not relieve the property owner of the duty to comply with other state and local laws and regulations.

In order to be issued a Certificate of Appropriateness, a property owner must also comply with the following standards.

1. The property shall be used for its historic purpose or be placed in a new use that requires minimal change to the defining characteristics of the building and its site and environment.
2. The historic character of the property shall be retained and preserved. The removal of historic materials or alteration of features and spaces that characterize the property shall be avoided.
3. The property shall be recognized as a physical record of its time, place and use. Changes that create a false sense of historical development, such as adding conjectural features or architectural elements from other building, shall not be undertaken.
4. As most properties change over time, these changes to the property that have acquired historic significance in their own right shall be retained and preserved.
5. Distinctive features, finishes and construction techniques or examples of craftsmanship that characterize the historic property shall be preserved.
6. Where possible deteriorated historic features to be rehabilitated shall be repaired rather than replaced. Where the severity of deterioration required replacement of a distinctive feature, the new feature shall match the old in design, color, texture and other visual qualities and where possible, materials.
7. Chemical or physical treatments, such as sandblasting, that cause damage to historic materials shall not be used. The surface cleaning of structure, if appropriate, shall be undertaken using the gentlest means possible.
8. Significant archaeological resources affected by a project shall be protected and preserved. If such resources must be disturbed, mitigation measures shall be undertaken.
9. New additions, exterior alterations or related new construction shall not destroy historic materials that characterize the property. The new work shall be differentiated from the old and shall be compatible with the massing, size, scale and architectural features to protect the historic integrity of the property and its environment.
10. New additions and adjacent or related new construction shall be undertaken in such a manner that if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

10.11.9 Application Procedure for Certificate of Appropriateness. Each application for a Certificate of Appropriateness shall be accompanied by the required fee. The Land Development Regulation Administrator shall forward to the Historic Preservation Agency each application for a permit that authorizes an alteration, new construction, demolition or relocation affecting a landmark or a designated landmark site. The applicant shall complete an application form provided by the Land Development Regulation Administrator and submit the following:

1. Drawings of the proposed work;
2. Photographs of existing buildings or structures and adjacent properties; and
3. Information about the building materials to be used.

The Land Development Regulation Administrator determines when an application is complete and may require additional information when such application is determined to be incomplete.

10.11.10 Public Hearings for Certificates of Appropriateness. The Historic Preservation Agency shall hold a public hearing on each major work application for a Certificate of Appropriateness in accordance with Section 13. The Historic Preservation Agency shall approve, approve with conditions, or disapprove each application based on the criteria contained in this section.

In approving or in denying application for a Certificate of Appropriateness for alterations, new construction, demolition, or relocation, the Historic Preservation Agency shall examine the following general issues:

1. The effect of the proposed work on the landmark or property;
2. The relationship between such work and other structures on the site;
3. The extent to which the historic, architectural or archeological significance, architectural style, design, arrangement, texture, materials, and color of the landmark or the property will be affected;
4. Whether or not denial of a Certificate of Appropriateness would deprive the property owner of reasonable beneficial use of his or her property; and
5. Whether the plans may be reasonably carried out by the applicant.

No Certificate of Appropriateness for demolition shall be issued by the Historic Preservation Agency until the applicant has demonstrated that no feasible alternative to demolition can be found. The Historic Preservation Agency may ask interested individuals and organizations for assistance in seeking an alternative to demolition and shall study the question of economic hardship for the applicant and determine whether the landmark can be put to reasonable beneficial use without approval of the demolition application. In the case of an income-producing building, the Historic Preservation Agency shall also determine whether the applicant can obtain a reasonable return from the existing building. The Historic Preservation Agency may ask an applicant for additional information including, but not limited to, evidence that the plans for a new building on the site will be implemented. If the applicant fails to establish the lack of a reasonable beneficial use or the lack of a reasonable return, the Historic Preservation Agency shall deny the demolition application.

The Historic Preservation Agency may grant a Certificate of Appropriateness for demolition even though the designated landmark or landmark site has reasonable beneficial use if:

1. The Historic Preservation Agency determines that the property no longer contributes to a historic district or no longer has significance as a historic, architectural or archeological landmark; and
2. The Historic Preservation Agency determines that the demolition of the designated property is required by a community redevelopment plan or the City's Comprehensive Plan.

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

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

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

Section 5. Authority. This ordinance is adopted pursuant to the authority granted by Section 166.021, Florida Statutes, as amended, and Sections 163.3161, through 163.3215, Florida Statutes, as amended.

PASSED upon first reading this 1st day of March 2021.

PASSED AND DULY ADOPTED, upon second and final reading, in regular session with a quorum present and voting, by the City Council this 5th day of April 2021.

Attest:

CITY COUNCIL  
CITY OF LAKE CITY, FLORIDA

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

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

APPROVED AS TO FORM AND LEGALITY:

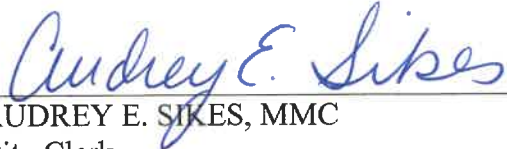
\_\_\_\_\_  
Frederick L. Koberlein Jr., City Attorney

**Record of Vote on First Reading**

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

**Certification**

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

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

**File Attachments for Item:**

6. City Council Ordinance No. 2021-2185 - (final reading) - An ordinance of the City Council of the City of Lake City, Florida, amending Section 102-111 of the City Code of ordinances; providing for amendments to the utility area or zone within which the connection to certain city utilities may be required; providing for severability; providing for the repeal of conflicts; providing for codification; and providing an effective date.

**First reading 3/1/2021**



## ORDINANCE 2021-2185

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AMENDING SECTION 102-111 OF THE CITY CODE OF ORDINANCES; PROVIDING FOR AMENDMENTS TO THE UTILITY AREA OR ZONE WITHIN WHICH THE CONNECTION TO CERTAIN CITY UTILITIES MAY BE REQUIRED; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF CONFLICTS; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Lake City, Florida (hereinafter the “City”), in compliance with section 180.02, Florida Statutes, has previously created an area or zone in which connection to any city sewer system constructed therein may be required (hereinafter the “utility zone”); and

**WHEREAS**, the utility zone was created to encompass a five-mile radius from the intersection of the centerlines of U.S. Highway 90 (Duval Street) and U.S. Highway 441 (Marion Avenue); and

**WHEREAS**, the city administration has recommended that the utility zone be enlarged to encompass all that land located within an area extending up to five (5) miles from the corporate limits of the city; and

**WHEREAS**, the City Council finds that it is in the best interests of the City to enlarge the utility zone as recommended by the city administration and permitted pursuant to section 180.02, Florida Statutes.

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

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

**Section 2.** That section 102-111 of the Code of the City of Lake City, Florida, is hereby amended to read as follows (words ~~stricken~~ are deletions; words underlined are additions):

**Sec. 102-111. - Use of public sewers.**

(a) *Placement of animal excrement or other objectionable waste.* It shall be unlawful for any person to place, deposit, or permit to be deposited in an unsanitary manner upon public or private property within the city, any human or animal excrement, garbage, or other objectionable waste.

(b) *Discharge of polluted waters.* It shall be unlawful to discharge to any natural outlet within the city, any sanitary sewage, industrial wastes, or other polluted waters, except where suitable treatment has been provided in accordance with subsequent provisions of this article.

(c) *Private sewage disposal systems.* Except as provided in this article, it shall be unlawful to construct or maintain any privy, privy vault, septic tank, cesspool, or other facility intended or used for the disposal of sewage.

(d) *Installation of sanitary facilities.* The owner of any buildings or properties, used for human occupancy, employment, recreation or other purposes, situated within the city, abutting any street, alley or right-of-way in which there is now located or may in the future be located a public sanitary sewer of the city is hereby required at his expense to install sanitary facilities in accordance with the city plumbing and building codes and connect such facilities directly with the proper public sewer, in accordance with the provisions of this article, within 24 months after the date of the official notice of availability of service; provided, however, that such public sewer is within 100 feet of the property line.

(e) *Service availability charges.* Every building located upon land within the city abutting a sewer lateral of the city sewer system, or any land within the city so abutting, within or upon which plumbing fixtures are installed shall have a connection to the city sewer system. The owner of every building located upon land within the city abutting a sewer lateral of the city sewer system within which plumbing fixtures are installed shall pay monthly sewer service availability charges, as provided for in article II of this chapter, whether connected or not connected to the city sewer system. Every building connected to the city water supply and distribution system, presently or hereafter located upon land outside the city, abutting a sewer lateral of the city sewer system, or any land outside the city so abutting, within or upon which plumbing fixtures are installed, shall have a connection to the city sewer system within 24 months of the official notice of the availability of service. The owner or occupant of every building connected to the water and distribution system of the city, presently or hereafter located upon land outside the city abutting a sewer lateral of the city sewer system within which plumbing fixtures are installed, shall be charged and pay the applicable monthly sewer service availability charges as provided for in article II of this chapter, whether connected or not connected to the city sewer system. Any owner or occupant failing to connect to the city sewer system or to pay the monthly sewer service availability charges as provided for in article II of this chapter shall not be permitted to connect to the water supply and distribution system of the city, and the water services to any owner or occupant of any building outside the city presently connected to the water and supply distribution system of the city, failing to comply with the provisions of this section, shall be discontinued and terminated. If the water service to any owner or

occupant of a building outside the city is terminated as provided in this section, water service shall not be reinstated until such owner or occupant has paid the monthly sewer service availability charges provided for in article II of this chapter from the date of termination to the date water services are restored, together with an additional service charge of \$5.00. Any owner or occupant not connected to the city sewer system upon whom sewer service availability charges are imposed under this section shall be required to pay only one-half of the applicable monthly sewer service availability charges for the first 24 months after official notice of the availability of service. For the 25th month and every month thereafter, the owner shall be charged and pay the full amount of the applicable sewer service availability charge.

(f) *Creation of area or zone.* Pursuant to the provisions of F.S. § 180.02(3), there is hereby created the following described area or zone in which connection to any city sewer system or alternative water supply system constructed therein may be required: All lands located within an area extending up to five (5) miles from outside the corporate limits of the city within a five-mile radius of the intersection of the centerlines of U.S. Highway 90 (Duval Street) and U.S. Highway 441 (Marion Avenue), except any portion thereof which is excluded there from under the provisions of F.S. § 180.06, by reason of being now actually served with a similar utility system by any private company as provided by and defined in F.S. §§ 180.05 and 180.06.

(g) *Connection required when available.* All persons or corporations living or doing business within the area created by subsection (f) of this section shall connect, when available, to any sewer system constructed, erected or operated by the city.

(h) *Regulations and charges.* All connections to the city sewer system or any other city utility system within the area created by subsection (f) of this section shall be in accordance with and subject to prevailing regulations and ordinances of the city applicable to similar connections.

(i) *For plat or subdivision approval.* No plat or subdivision of land within the city shall be approved until the subdivider or owner shall comply with the following:

- (1) Install sewer laterals to each separate lot which connect with the city sewage collection and disposal system.
- (2) Install water mains and laterals to each separate lot which connect with the city water supply and distribution system.

**Section 3.** Severability. If any provision of this ordinance or its application to any person or circumstance is held invalid, the invalidity does not affect other provisions or applications of this ordinance which can be given

effect without the invalid provision or application, and to this end the provisions of this ordinance are severable.

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

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

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

**PASSED** upon first reading this \_\_\_\_ day of \_\_\_\_\_ 2021.

**NOTICE PUBLISHED** on the \_\_\_\_\_ day of \_\_\_\_\_ 2021.

**PASSED AND ADOPTED** on the \_\_\_\_\_ day of \_\_\_\_\_ 2021.

**CITY OF LAKE CITY, FLORIDA**

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

ATTEST:

APPROVED AS TO FORM AND  
LEGALITY:

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

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

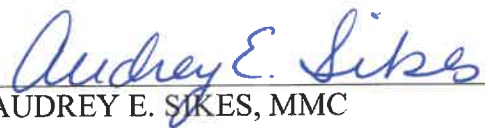
**Ordinance Number: 2021-2185**  
**Passed on first reading on March 1, 2021**

**Record of Vote on First Reading**

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

**Certification**

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

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

**File Attachments for Item:**

7. City Council Ordinance No. 2021-2186 - (first reading) - An ordinance of the City of Lake City, Florida, amending the official zoning atlas of the City of Lake City Land Development Regulations, as amended, relating to the rezoning of less than ten contiguous acres of land, pursuant to an application, Z 21-01, by the property owners of said acreage; providing for rezoning from Commercial General (CG) to Commercial, Intensive (CI) of certain lands within the corporate limits of the City of Lake City, Florida; providing severability; repealing all ordinances in conflict; and providing an effective date. (Camancho De Freitas/Cueller)

**Adopt City Council Ordinance No. 2021-2186 (first reading)**

ORDINANCE NO. 2021-2186

AN ORDINANCE OF THE CITY OF LAKE CITY, FLORIDA, AMENDING THE OFFICIAL ZONING ATLAS OF THE CITY OF LAKE CITY LAND DEVELOPMENT REGULATIONS, AS AMENDED; RELATING TO THE REZONING OF LESS THAN TEN CONTIGUOUS ACRES OF LAND, PURSUANT TO AN APPLICATION, Z 21-01, BY THE PROPERTY OWNERS OF SAID ACREAGE; PROVIDING FOR REZONING FROM COMMERCIAL, GENERAL (CG) TO COMMERCIAL, INTENSIVE (CI) OF CERTAIN LANDS WITHIN THE CORPORATE LIMITS OF THE CITY OF LAKE CITY, FLORIDA; PROVIDING SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE

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

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

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

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

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

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

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

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

Section 1. Pursuant to an application, Z 21-01, by Herman Camacho Cuellar, Kalinka Camacho De Freitas and Gabriela Camacho De Freitas, to amend the Official Zoning Atlas of the Land Development Regulations by changing the zoning district of certain lands, the zoning district is hereby changed from COMMERCIAL, GENERAL (CG) to COMMERCIAL, INTENSIVE (CI) on property described, as follows:

Parcel No. 02-4S-16-02714-013

A parcel of land lying within Section 2, Township 4 South, Range 16 East, Columbia County, Florida. Being more particularly described, as follows: Block 10 of the Interstate Commerce Center, as recorded in the Public Records of Columbia County, Florida.

Containing 3.63 acres, more or less.

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

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

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

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

PASSED upon first reading this 5th day of April 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  
CITY OF LAKE CITY, FLORIDA

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

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

APPROVED AS TO FORM AND LEGALITY:

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



**File Attachments for Item:**

8. City Council Ordinance No. 2021-2187 - (first reading) - An ordinance of the City of Lake City, Florida, amending the official zoning atlas of the City of Lake City Land Development Regulations, as amended; relating to the rezoning of less than ten contiguous acres of land, pursuant to an application, Z 21-02, by the property owners of said acreage; providing for rezoning from Residential, Single Family-3 (RSF-3) to Residential, Office (RO) of certain lands within the corporate limits of the City of Lake City, Florida; providing severability; repealing all ordinances in conflict; and providing an effective date. (Zeher Construction)

**Adopt City Council Ordinance No. 2021-2187 (first reading)**

ORDINANCE NO. 2021-2187

AN ORDINANCE OF THE CITY OF LAKE CITY, FLORIDA, AMENDING THE OFFICIAL ZONING ATLAS OF THE CITY OF LAKE CITY LAND DEVELOPMENT REGULATIONS, AS AMENDED; RELATING TO THE REZONING OF LESS THAN TEN CONTIGUOUS ACRES OF LAND, PURSUANT TO AN APPLICATION, Z 21-02, BY THE PROPERTY OWNER OF SAID ACREAGE; PROVIDING FOR REZONING FROM RESIDENTIAL, SINGLE FAMILY-3 (RSF-3) TO RESIDENTIAL, OFFICE (RO) OF CERTAIN LANDS WITHIN THE CORPORATE LIMITS OF THE CITY OF LAKE CITY, FLORIDA; PROVIDING SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE

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

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

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

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

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

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

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

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

Section 1. Pursuant to an application, Z 21-02, by Bryan Zecher Construction Inc., to amend the Official Zoning Atlas of the Land Development Regulations by changing the zoning district of certain lands, the zoning district is hereby changed from RESIDENTIAL, SINGLE FAMILY-3 (RSF-3) to RESIDENTIAL, OFFICE (RO) on property described, as follows:

Parcel No. 00-00-00-12320-001

A parcel of land lying within Section 31 Township 3 South, Range 17 East, Columbia County, Florida. Being more particularly described, as follows: Commence at the Northwest corner of Block G of the Western Division of the City of Lake City, as recorded in the Public Records of Columbia County, Florida; thence South 105.00 feet, along the East right-of-way line of Northwest Hilton Avenue for the Point of Beginning; thence South 105.00 feet, along the East right-of-way line of said Northwest Hilton Avenue; thence East 80.00 feet, along the North right-of-way line of West Orange Street; thence North 105.00 feet; then West 80.00 feet to the East right-of-way line of said Northwest Hilton Avenue and the Point of Beginning.

Containing 0.19 acre, more or less.

Parcel No. 00-00-00-12321-000

A parcel of land lying within Section 31 Township 3 South, Range 17 East, Columbia County, Florida. Being more particularly described, as follows: Commence at the Northwest corner of Block G of the Western Division of the City of Lake City, as recorded in the Public Records of Columbia County, Florida for the Point of Beginning; thence East 160.60 feet, along the South line of West Madison Street; thence South 105.00 feet; thence West 160.60 feet to the East right-of-way line of Northwest Hilton Avenue; thence North 105.00 feet, along the East right-of-way line of said Northwest Hilton Avenue to the Point of Beginning.

Containing 0.38 acre, more or less.

Total acreage 0.57 acre, more or less.

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

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

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

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

PASSED upon first reading this 5th day of April 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  
CITY OF LAKE CITY, FLORIDA

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

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

APPROVED AS TO FORM AND LEGALITY:

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

**File Attachments for Item:**

9. City Council Ordinance No. 2021-2189 - (first reading) - An ordinance of the City Council of the City of Lake City, Florida, establishing a temporary moratorium for 180 days related to the issuance of new business tax receipts that are related to activities that include electronic simulated gaming promotions or electronic sweepstakes; excepting renewals of existing business tax receipts; providing for penalties; providing for severability; providing for conflicts; and providing an effective date. (Internet Cafe's)

**Adopt City Council Ordinance No. 2021-2189 (first reading)**

**ORDINANCE NO. 2021-2189**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, ESTABLISHING A TEMPORARY MORATORIUM FOR 180 DAYS RELATED TO THE ISSUANCE OF NEW BUSINESS TAX RECEIPTS THAT ARE RELATED TO ACTIVITIES THAT INCLUDE ELECTRONIC SIMULATED GAMING PROMOTIONS OR ELECTRONIC SWEEPSTAKES; EXCEPTING RENEWALS OF EXISTING BUSINESS TAX RECEIPTS; PROVIDING FOR PENALTIES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Lake City, Florida (hereinafter the “City”) provides municipal services to its citizens, including the regulation and issuance of business tax receipts; and

**WHEREAS**, the appropriate regulation, licensing, and permitting of business tax receipts is vital to the public’s health, safety, morals and welfare as deficient or inadequate regulations can lead to public harm; and

**WHEREAS**, the City has learned of certain activities related to game rooms, arcades, internet cafes, sweepstakes redemption centers, establishments using slot machines or slot machine-like equipment, and similar indoor entertainment and amusement activities (hereinafter “Sweepstakes Promotions” or “Game Promotions”) within the City being proposed or considered, which activities would harm the City’s economic and redevelopment activities and otherwise significantly and adversely affect the public health, safety, morals and welfare, since said activities may include forms of gaming or gambling that are inconsistent with either state, federal, or local laws; and

**WHEREAS**, the City Councils finds it necessary to the public’s health, safety, morals and welfare to cause a study to be accomplished relative to the criteria for issuance of business tax receipts related to Sweepstakes Promotions, and to place a temporary moratorium on the issuance of business tax receipts related to Sweepstakes Promotions for a period of one hundred and eighty (180) days; and

**WHEREAS**, the City Council, finds that it is appropriate to impose a temporary moratorium on the issuance of new business tax receipts and permitting of Sweepstakes Promotions.

**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 incorporated herein and made a part of this resolution.

**Section 2.** Imposition of Moratorium. Beginning on the effective date of this ordinance, a moratorium is hereby imposed as follows:

- A. The Land Development Regulations and the Code of Ordinances of the City of Lake City, Florida, are hereby amended by placing a moratorium on the issuance of business tax receipts, development orders, building permits and zoning approval related to Sweepstakes Promotions as principal or accessory uses. For purposes herein, the term, "development order," shall have the same meaning as that set forth in F.S. § 163.3164.
- B. To protect the due process and other constitutional rights of applicants and the general public, applications received prior to the effective date of this ordinance and that have been processed to the extent of receiving zoning approval shall be tolled for the term of this moratorium and if this moratorium is lifted then the processing of the application shall resume at no additional costs to the applicant.
- C. The City Council may extend the temporary moratorium established in this ordinance one (1) time for a period not to exceed one hundred and eighty (180) days upon a finding by the City Council set forth in the ordinance that the problems giving rise to the need for the temporary moratorium established herein continue to exist and that reasonable progress is being made in carrying out a specific and prompt plan of corrective legislative action, but that additional time is reasonably needed to adequately address the issues facing the City.

**Section 3.** Penalties.

a. Any person, firm, corporation, other business entity, or agent thereof who shall violate any provision of this ordinance or who fails to comply with any provisions herein, shall be guilty of a misdemeanor of the second degree and subject to a maximum fine in an amount not exceeding five hundred dollars and zero cents (\$ 500.00) and a definite term of imprisonment not exceeding sixty (60) days. Either or both penalties may be imposed. Each day during which any violation occurs constitutes a separate offense.

b. Nothing herein contained shall prevent the City from taking such other lawful action including, but not limited to, equitable legal action, as it deems necessary to prevent or remedy any violation of this ordinance.

**Section 4.** Severability. Should any section, subsection, sentence, clause, phrase, or other provision of this ordinance be held invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not be so construed as to render invalid or unconstitutional the remaining provisions of this ordinance.

**Section 5.** Conflict. All ordinances or portions of ordinances in conflict with this ordinance are hereby repealed to the extent of such conflict.

*[Remainder of this page left blank intentionally.]*

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

**PASSED AND ADOPTED** upon first reading this \_\_\_\_ day of April 2021.

**NOTICE PUBLISHED** on the \_\_\_\_\_ day of \_\_\_\_\_ 2021.

**PASSED AND ADOPTED** on the \_\_\_\_\_ day of \_\_\_\_\_ 2021.

**CITY OF LAKE CITY, FLORIDA**

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

ATTEST:

APPROVED AS TO FORM AND  
LEGALITY:

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

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

**File Attachments for Item:**

10. City Council Resolution No. 2021-044 - A resolution of the City Council of the City of Lake City, Florida, authorizing the execution of Task Assignment Number Thirteen with Passero Associates, LLC, for professional services related to the pavement rehabilitation of Runway 5-23 Project, at a cost not-to-exceed \$106,870.00.



**CITY COUNCIL RESOLUTION NO. 2021-044**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AUTHORIZING THE EXECUTION OF TASK ASSIGNMENT THIRTEEN WITH PASSERO ASSOCIATES, LLC, FOR PROFESSIONAL SERVICES RELATED TO THE PAVEMENT REHABILITATION OF RUNWAY 5-23 PROJECT, AT A COST NOT-TO-EXCEED \$106,870.00.**

**WHEREAS**, the City of Lake City, Florida (hereinafter the "City") has heretofore entered into a Continuing Contract (hereinafter the "Agreement") with Passero Associates, LLC (hereinafter "Passero" or "Consultants"), authorized by City Council Resolution No. 2017-061 for Professional Consulting Services with the Lake City Gateway Airport (the "project"); and

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

**WHEREAS**, the City desires to enter into Task Assignment Number Thirteen to its Continuing Contract with Passero for services related to the pavement rehabilitation of runway 5-23 project, at a cost not to exceed One Hundred Six Thousand Eight Hundred Seventy dollars and zero cents (\$106,870.00) in accordance with the terms and conditions of Task Assignment Number Thirteen, a copy of which is attached hereto as "Exhibit A" and made a part of this resolution ("Task Assignment Number Thirteen"), and the Continuing Contract.

**WHEREAS**, the City Council has determined that it is in the best interests of its citizens to enter into Task Assignment Number Thirteen, a copy of which is attached hereto as "Exhibit A" 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 incorporated herein and made a part of this resolution.

**Section 2.** The City is hereby authorized to enter into Task Assignment Thirteen with Passero Associates, LLC, for the additional services.

*(Remainder of Page Intentionally Left Blank)*

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

**PASSED AND ADOPTED** at a meeting of the City Council this \_\_\_\_ day of April 2021.

**CITY OF LAKE CITY, FLORIDA**

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

ATTEST:

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

APPROVED AS TO FORM AND  
LEGALITY:

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

## **EXHIBIT A**

### **TASK ASSIGNMENT THIRTEEN TO THE CONTINUING CONTRACT BETWEEN THE CITY OF LAKE CITY, FLORIDA AND PASSERO ASSOCIATES, LLC, FOR PROFESSIONAL SERVICES RELATED TO THE PAVEMENT REHABILITATION OF RUNWAY 5-23 AT THE LAKE CITY GATEWAY AIRPORT**

THIS TASK ASSIGNMENT NUMBER THIRTEEN is made and entered into this \_\_\_\_ day of April 2021, by and between the CITY OF LAKE CITY, FLORIDA, a municipal corporation, located at 205 North Marion Avenue, Lake City, Florida 32055 (herein referred to as "City") and PASSERO ASSOCIATES, LLC, a Florida limited liability company, having a mailing address of 13453 North Main Street, Suite 106, Jacksonville, Florida 32218 (herein referred to as "Consultant")

#### **RECITALS**

A. City and Consultant have heretofore entered into a Continuing Contract dated August 21, 2017, for professional consulting services as authorized by City Council Resolution No. 2017-061 (the "Continuing Contract")

B. The Continuing Contract provides that Consultant shall perform services to the City only when requested to and authorized in writing by City and that each request for services shall be for a specific project, with the scope of the work to be performed by and compensation to be paid to Consultant for each separate project and be defined by and embodied in a separate Task Assignment.

C. The City is in need of additional assistance with the pavement rehabilitation of runway 5-23 at the Lake City Gateway Airport and desires to enter into Task Assignment Thirteen with Consultant for related services

pursuant to the terms and conditions included herein and the Consultant's proposed Supplemental Agreement No. 21-21, titled "Runway 5-23 Pavement Rehabilitation for Lake City Gateway Airport (LCQ), Lake City, Florida (hereinafter "Supplemental Agreement 21-21"), a copy of which is attached as "Exhibit A".

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 Task Assignment Thirteen.
2. **PROJECT**: The City hereby engages Consultant and Consultant agrees to furnish to the City the services and work as set forth in Exhibit A attached hereto.
3. **COMPENSATION TO CONSULTANT**: City shall pay Consultant a fixed fee for services rendered for each of four (4) tasks, each of which are specified within Exhibit A, at a total projected cost not to exceed \$106,870.00.
4. **PROVISIONS OF CONTINUING CONTRACT**: The terms, provisions, conditions, obligations, and requirements of the Continuing Contract are incorporated in and made a part of this Task Assignment and shall be binding on, and complied with by, Consultant. Should any conflict arise between the terms and conditions set forth herein and the Continuing Contract, the terms and conditions of the Continuing Contract shall be controlling. Should any conflict arise between the terms and conditions set forth in the attached exhibit

with either the Continuing Contract or this Task Assignment, the conflicts shall be construed in favor of the Continuing Contract first and then, if applicable, this Task Assignment.

5. **ATTORNEYS' FEES AND COSTS.** In the event of breach by either party of the Continuing Contract or Task Assignment, the breaching party shall be liable for, and agrees to pay, all costs and expenses incurred in the enforcement of this Continuing Contract or Task Assignment Thirteen, including reasonable attorneys' fees.

6. **ENTIRE AGREEMENT.** This Task Assignment Thirteen and the Continuing Contract constitute the entire agreement between City and Consultant and supersedes all prior written or oral understandings with respect to the project. This Task Assignment Thirteen may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

7. **PARTIES BOUND.** This Task Assignment Number Thirteen shall be binding upon and shall inure to the benefit of City and Consultant, their successors and assigns.

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

**CITY OF LAKE CITY, FLORIDA**

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

ATTEST:

APPROVED AS TO FORM AND  
LEGALITY:

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

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

ATTEST:

**PASSERO ASSOCIATES, LLC**

By: \_\_\_\_\_  
Angela Witt,  
Contracts Administrator

By: \_\_\_\_\_  
Andrew M. Holesko  
Vice President

**Supplemental Agreement 21-21**  
**Runway 5-23 Pavement Rehabilitation**  
**for Lake City Gateway Airport (LCQ), Lake City, Florida**

PASSERO ASSOCIATES, LLC (PA or Consultant) agrees to perform the following services, in accordance with the terms and conditions of this Supplemental Agreement and the Basic Contract for Professional Consulting Services with the City of Lake City (Client or City), dated August 21, 2017, of which all terms and conditions are incorporated herein by reference, and Attachment B, Federal Contract Provisions:

**Project Location:** Lake City Gateway Airport (LCQ), Lake City, Florida.

**Project Description:** Design and Bid Runway 5-23 Pavement Rehabilitation project at the Lake City Gateway Airport (LCQ).

**Scope of Basic Services:** Engineering Design & Bid-Phase Services (See Attachment A: Scope of Services).

**Scope of Special Services:** Topographic Survey Services. Geotechnical Engineering Services.

**Client Manager:** Mr. Joe Helfenberger, City Manager.

**Client Project Coordinator:** Mr. Bradley Byrd, Interim Airport Manager.

**PA Program Manager:** Mr. Brad Wente, P.E.

**PA Project Manager:** Mr. Matt Singletary, P.E.

**Basic & Special Services Compensation and Method of Payment:**

Design Phase	Not-to-Exceed:	\$ 80,000.00
Bid Phase	Not-to-Exceed:	\$ 10,000.00
Survey	Not-to-Exceed:	\$ 11,400.00
Geotechnical	Not-to-Exceed:	\$ 5,470.00
Total Fee	Not-to-Exceed:	\$106,870.00

**Schedule:** Begin upon Notice-to-Proceed from the City.

**Meetings:** Two (2) Design Review meetings, Pre-Bid Meeting and Bid Opening.

**Deliverables:**

1. Design Phase Documents: Plans, Specifications and Bid (Contract) Documents.
2. Topographic Survey and Geotechnical Report.
3. Bid Tabulation.
4. Recommendation of Award Letter.

**"Consultant"**

Passero Associates, LLC

BY: 

Brad Wente, P.E., Vice President

Typed Name, Title

ATTEST:

BY: 

Angela Witt, Grants & Contracts Administrator

Name, Title

Date: 2/8/2021

**"Sponsor"**

City of Lake City

BY: \_\_\_\_\_

Stephen M. Witt, Mayor

Typed Name, Title

ATTEST:

BY: \_\_\_\_\_

Audrey E. Sikes, City Clerk

Name, Title

Date: \_\_\_\_\_



**Attachment A: Scope of Services**  
**Runway 5-23 Pavement Rehabilitation**  
**(Engineering Design & Bid-Phase Services)**  
**for Lake City Gateway Airport (LCQ), Lake City, Florida**

**Project Description:** Provide engineering design and bid-phase services for the Runway 5-23 Pavement Rehabilitation project. The project includes pavement rehabilitation of the 4,000 LF x 75 feet wide Runway 5-23, selective rehabilitation of the associated existing runway shoulder pavement, and pavement rehabilitation of portions of Taxiway D and E. Remarkings of the painted chevrons beyond the runway ends is also included. See the attached Project Sketch for reference.

**A. Basic Services**

Professional services to be provided by Passero Associates, LLC (Consultant) to the City of Lake City (Sponsor) shall include the following Basic Services:

**TASK I: Preliminary Design Phase**

During the preliminary design phase, the Consultant will clarify the project requirements and scope of work to successfully complete the project. Project elements with a major effect on the design and cost of the project will be identified. Design alternatives will be investigated to determine the most efficient combination of project elements. The preliminary design shall include the following items of work:

1. Review existing documents such as record drawings, specifications, studies and reports to become familiar with project data.
2. Visit the site to observe field conditions and validate the existing database.
3. Contact the Sponsor and FDOT to review scope of work and clarify project design requirements, construction sequencing and operational concerns.
4. Prepare preliminary plans identifying areas requiring topographic field survey, geotechnical investigations and other field reconnaissance that may be required. The required field program will be developed into a schedule that minimizes interference with airport operations. The schedule will be coordinated with the Sponsor. Consultant will supervise the field investigations as required.
5. Perform field survey of topographic and utility data. Field information will be mapped and provided to the Consultant design team.
6. Prepare preliminary paving & grading design.
7. Prepare preliminary construction plans, supplemental documents and construction phasing plans, soil boring logs and typical cross sections.
8. Prepare preliminary quantity takeoffs for the bid schedule.
9. Prepare preliminary probable construction costs.
10. The design team and the Sponsor will conduct a preliminary design review meeting to discuss and resolve content, cost and other comments.

11. During this task, the engineering design of the project will progress to 65% completion.

### **TASK II: Final Design Phase**

During the final design phase, the Consultant will finalize the design and bid documents with input solicited from the Sponsor and FDOT.

1. Finalize the paving & grading design.
2. Prepare final construction plans, supplemental documents such as construction phasing plans, soil boring logs and typical cross sections.
3. Prepare final quantity takeoffs for the bid schedule. This will include items shown on the drawings and/or described in the technical specifications.
4. Prepare a final probable construction cost utilizing the quantity takeoff and bid items previously developed.
5. Prepare final contract agreements and technical specifications.
6. Submit advance final documents to the Sponsor and Florida Department of Transportation for final review and comment. The design team and the Sponsor will conduct a final design review meeting to discuss contents, costs and other comments.
7. Provide the final bid documents which include plans, specifications, construction phasing plans, soil boring logs and typical cross sections to the Sponsor.
8. During this task, the engineering design of the project will progress to 100% completion.

### **TASK III: Bid Phase**

Bid phase services provided by the Consultant shall include the following items of work:

1. Prepare bid advertisement and assist the City in the legal advertisement of the project. The bid schedule and bid documents will be posted on the Consultant's website and electronic copies of these documents will be provided to local plan rooms.
2. Coordinate all aspects of the pre-bid meeting and distribute list of meeting attendees via Consultant's website and plan rooms.
3. Questions from potential bidders will be directed to Consultant and answered by addendum (if required).
4. The Consultant will assist the City at the bid opening and review bids received for conformance with the Contract Documents.
5. Prepare a bid tabulation.
6. Make recommendation of award or rejection of bids, if appropriate, to the City.

#### **TASK IV: Grants Administration Phase**

The Consultant will assist the Sponsor throughout the duration of this design contract and act as liaison with the FDOT. The grants administration phase includes the following items of work:

1. Update the FDOT's Joint Automated Capital Improvement Program (JACIP) Project Management (JPM) module with the required documentation throughout the life of the design project.
2. Assist the Sponsor with reimbursement request packages to the FDOT.

#### **B. Special Services**

1. **Topographic Survey.** Topographic survey required for the runway pavement rehabilitation improvements will be performed. The results of the survey shall be provided to the Client.
2. **Geotechnical Site Investigation.** A geotechnical site investigation will be conducted in the area of the proposed runway pavement rehabilitation improvements. An associated geotechnical report shall be provided to the client.

#### **C. Other Considerations**

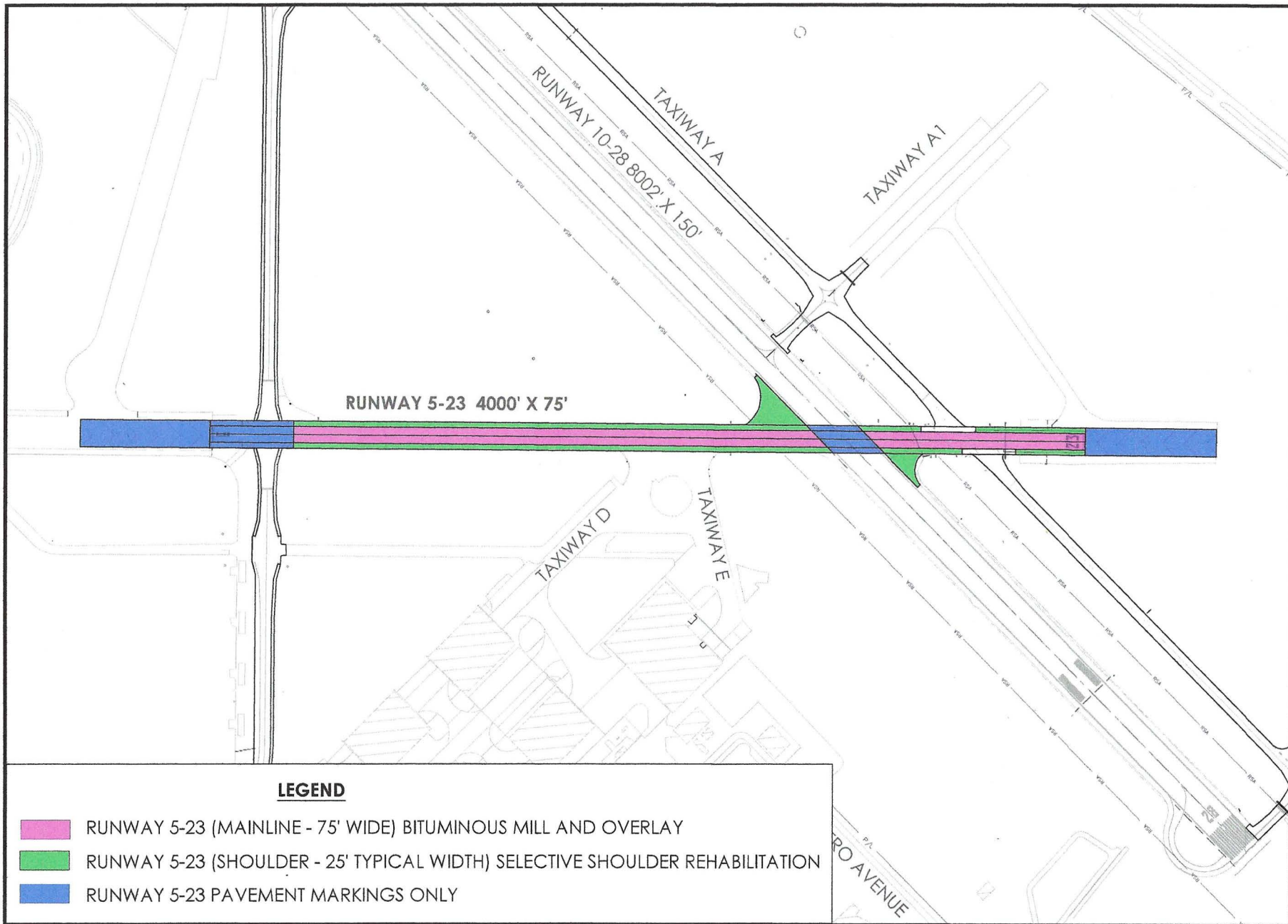
1. This Scope of Services does not include the following:
  - Construction Administration / Resident Engineering / Construction-Observation Phases.
  - Permitting (All permitting, if any is required, shall be the responsibility of the Contractor).
  - Preparation of additional related Design, Construction Plans, and Specifications beyond that described above.
  - Wetlands or endangered species impacts are not anticipated. As such, a survey of wetland and endangered species areas is not included.
  - Other special services (such as environmental studies, permitting, traffic studies or other special studies, etc.) that may be desired or requested.

If such services are later determined to be required before the project is complete, they shall be performed as additional services only under a separate written agreement and as approved by the City.

2. The City is responsible for providing complete and thorough data in a timely fashion as requested by Passero, including all necessary data from City archives. Passero is not responsible for data that is not provided for during the course of this Agreement.

#### **End of Scope of Services**





**PA**  
PASSERO ASSOCIATES  
engineering architecture

N

200' 0 200'

CONCEPTUAL

Stamp:

Client: **LAKE CITY**

**LAKE CITY GATEWAY**  
Airport

3524 East U.S. Highway 90  
Lake City, Florida 32055

**Passero Associates**  
4750 East U.S. Highway 90, Suite 200  
Lake City, Florida 32055 (904) 759-4106

Principle in Charge: Brad Wenthe, P.E.  
Project Manager: Matt Singletary, P.E.  
Designed By: Bruce Bradley, EIT

**Revisions**

No.	Date	By	Description

THESE PLANS ARE CONSIDERED TO BE THE FINAL DESIGN AND CONSTRUCTION DOCUMENTS FOR THE PROJECT. ANY CHANGES TO THE PLANS MUST BE MADE BY THE CLIENT AND APPROVED BY THE ENGINEER.

**PROJECT SKETCH**

**RUNWAY 5-23 PAVEMENT REHABILITATION**

**LAKE CITY GATEWAY AIRPORT**  
Municipality: Lake City  
County: Columbia State: Florida

Project No. 20070044.0021

Drawing No. 1

Date January 2021

**File Attachments for Item:**

11. City Council Resolution No. 2021-045 - A resolution of the City Council of the City of Lake City, Florida, authorizing the execution of an agreement with Mechanical Services of Central Florida, Inc., D/B/A Emcor Services MSI-Certified Air Contractors, for the preventative maintenance, and general and emergency repairs to restore the operation of HVAC systems.

**CITY COUNCIL RESOLUTION NO. 2021-045**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH MECHANICAL SERVICES OF CENTRAL FLORIDA, INC., D/B/A EMCOR SERVICES MSI-CERTIFIED AIR CONTRACTORS, FOR THE PREVENTATIVE MAINTENANCE, AND GENERAL AND EMERGENCY REPAIRS TO RESTORE THE OPERATION OF HVAC SYSTEMS.**

**WHEREAS**, the City of Lake City, Florida (hereinafter the “City”) desires to maintain preventative maintenance, and general and emergency repairs to restore the operation of HVAC systems throughout the City (hereinafter the “Project”); and

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

**WHEREAS**, an Invitation to Bid (008-2021, hereinafter “ITB”) was advertised and the city administration recommends that the Project be awarded to Emcor Services MSI-Certified Air Contractors (hereinafter “Emcor”); and

**WHEREAS**, the City Council finds that it is in the City’s best interest to award the contract to Emcor for the aforementioned Project pursuant to and in accordance with the terms, provisions, conditions, and requirements of the “*Contract between City of Lake City, Florida and Mechanical Services of Central Florida, Inc., d/ b/a Emcor Services MSI-Certified Air Contractors for HVAC Repairs and Preventative Maintenance* (hereinafter 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 all true and accurate and are incorporated herein and made a part of this Resolution.

**Section 2.** The Project and Agreement are awarded to Emcor at the Contract Price.

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

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

### **CONTRACT BETWEEN THE CITY OF LAKE CITY, FLORIDA, AND MECHANICAL SERVICES OF CENTRAL FLORIDA, INC., D/B/A EMCOR SERVICES MSI-CERTIFIED AIR CONTRACTORS FOR HVAC REPAIRS AND PREVENTATIVE MAINTENANCE**

**THIS CONTRACT** made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2021, by and between the CITY OF LAKE CITY, FLORIDA, a municipal corporation, located at 205 North Marion Avenue, Lake City, Florida 32055, and whose mailing address is 205 North Marion Avenue, Lake City, Florida 32055 (herein referred to as "City") and Mechanical Services of Central Florida, Inc., d/b/a Emcor Services MSI-Certified Air Contractors, whose mailing address is 301 Merritt Seven, Norwalk, Connecticut 06851 (herein referred to as "Contractor").

**WHEREAS**, the City requires an annual contract for the preventative maintenance, and general and emergency repairs to restore operation of HVAC systems within the City; and

**WHEREAS**, the City invited competitive bids through an Invitation to Bid (ITB-008-2021) 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 Continuing Contract.

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

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

b. "CONTRACT" means the terms, conditions, and covenants expressed herein in addition to all the terms, conditions, and covenants of Invitation to Bid and its addendum (hereinafter collectively referred to as "ITB-008-2021" or "ITB"), reasonably inferred to the City and general conditions, all of which are incorporated herein and made an essential part of this agreement between the parties.

c. "CONTRACTOR" means the individual or firm offering professional services, which has executed this Contract, and which shall be legally obligated, responsible, and liable for providing and performing any and all of the services and/or work of sub-contractors, required under the covenants, terms, and provisions contained in this Contract and any and all amendments to this Contract.

d. "SERVICES" means professional services for the

preventative maintenance, and general and emergency repairs to restore the operation of HVAC systems, and the services and responsibilities listed within the ITB.

e. "SUB-CONTRACTOR" means any individual or firm offering professional services which is engaged by the Contractor or one of its sub-contractors in providing and performing the professional services, work and materials for which the Contractor is contractually obligated, responsible and liable to provide and perform under this Contract and any and all amendments thereto. The City shall not be a party to, responsible or liable for, or assume any obligation whatsoever for any agreement entered into between the Contractor and any sub-contractor or any sub-sub-contractor.

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

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

4. **Term of Contract:** The term of this Contract shall be for one (1) year. The City reserves the right to extend the contract period for three (3) additional one (1) year periods upon mutual agreement with the Contractor. The Contractor shall not commence any work until the Contractor has provided the City's Procurement Department with proof of insurance coverages.

5. **Compensation and Method of Payment:** City agrees to pay the

Contractor compensation for its services rendered to the City not to exceed the amounts shown in the pricing sheet attached hereto as “Exhibit A”. Payment to the Contractor will be made in accordance with F.S. 218.70 “Local Government Prompt Payment Act” upon receipt of the invoice, assuming there are no contested amounts with the invoice.

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

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

Providing and maintaining adequate insurance coverage is a material obligation of the Contractor and is of the essence of the Contract. This Contract does not limit the types of insurance Contractor may desire to obtain or be required to

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

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:** 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.

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

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

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

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

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

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

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

1. Keep and maintain public records required by the City to perform the services.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a

cost that does not exceed the cost provided in this Chapter 119 of Florida Statutes or as otherwise provided by law.

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

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

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



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

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

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

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

b. The City, Contractor, or any subcontractor who has a good

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

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

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

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

16. **Entire Agreement:** Incorporated herein, and made a part hereof, are

the Invitation to Bid (ITB-008-2021) 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.

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

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

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

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

**CITY OF LAKE CITY, FLORIDA**

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

ATTEST:

Approved as to form and legality:

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

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

**MECHANICAL SERVICES OF  
CENTRAL FLORIDA, INC.**

By: \_\_\_\_\_  
Deborah K Alazraki, Secretary

By: \_\_\_\_\_  
David Goerke, President

INVITATION TO BID

ITB-008-2021

HVAC REPAIR & PREVENTATIVE MAINTENANCE SERVICES

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

RELEASE DATE: February 5, 2021

DEADLINE FOR QUESTIONS: February 24, 2021

RESPONSE DEADLINE: March 9, 2021, 2:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

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

City of Lake City  
INVITATION TO BID  
HVAC REPAIR & PREVENTATIVE MAINTENANCE SERVICES

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

Attachments:

A - HVAC Preventive Maintenance Checklist Sample

B - Pre Bid Meeting Attendees

## 1. INTRODUCTION

### 1.1. Summary

#### INVITATION TO BID

ITB-008-2021

Sealed bids will be accepted by the City of Lake City, Florida until Tuesday, March 9, 2021 at 2:00 pm, local time through the City's e-Procurement Portal, ProcureNow. Any bids received after the above time will not be accepted under any circumstances. Any uncertainty regarding the time a bid is received will be resolved against the Bidder. Bids will not be accepted through any other means. Bid opening will be promptly at 2:15 pm in the City Council Chambers located on the 2nd floor in City Hall, at which time all bids will be publicly opened and read aloud for the purchase and installation of:

#### HVAC REPAIR & PREVENTATIVE MAINTENANCE SERVICES

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

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

All questions must be in writing and directed to the Procurement Director. All questions will be answered in writing. Any answers which may alter the scope of work will be answered in the form of addenda. Any and all addenda must be acknowledged through the City's e-Procurement Portal. Deadline for receiving questions is Wednesday, February 24, 2021 at 2:00 pm. Questions received after this date and time will not be considered.

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

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

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

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

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

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

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

1. 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.
2. The contents of the bid have not been communicated by the Bidder, his/her employees or agents, to his/her best knowledge and belief, to any person not an employee or agent of the Bidder or his surety in any bond furnished herewith and will not be communicated to any such person prior to the official opening of the bids.

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

CITY OF LAKE CITY, FLORIDA

Joseph Helfenberger

City Manager

## **1.2. Contact Information**

**Karen Nelmes**

Procurement Director

205 N. Marion Ave

Lake City, FL 32055

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

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



**Department:**

Procurement

**1.3. [Timeline](#)**

**Release Project Date**

February 5, 2021

**Pre-Proposal Meeting (Mandatory)**

February 18, 2021, 9:30am

City Hall Council Chambers located at 205 North Marion Avenue, Lake City

**Question Submission Deadline**

February 24, 2021, 2:00pm

**Question Response Deadline**

February 25, 2021, 5:00pm

**Proposal Submission Deadline**

March 9, 2021, 2:00pm

## 2. INSTRUCTION TO BIDDERS

### 2.1. Overview

The City of Lake City is accepting bids for The City of Lake City is soliciting bids to obtain the services of a qualified contractor, having experience and qualifications in preventative maintenance and repair of commercial and industrial heating and air conditioning systems including furnishing of all labor, equipment, tools, materials, incidentals and the performing of all operations necessary as described in the bid. .

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

### 2.2. Pre-Bid Meeting

Mandatory Pre-bid and site visit will be held on Thursday, February 18, 2021 at City Hall Council Chambers located at 205 North Marion Avenue, Lake City at 9:30 am. Only those that attend will be allowed to submit a proposal.

### 2.3. Submittal Deadline

Bids shall be submitted via the City's e-Procurement Portal, ProcureNow, no later than Tuesday, March 9, 2021 at 2:00 pm. Late proposals shall not be accepted.

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

### 2.4. Questions

All questions related to this ITB shall be submitted in writing via the ProcureNow Question/Answer Tab via the [City's e-Procurement portal](#), on or before, Thursday, February 25, 2021 by 2:00 pm. All questions submitted and answers provided shall be electronically distributed via email to bidders following this solicitation on the City's e-Procurement Portal.

### 2.5. Addenda

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

### 3. SCOPE OF WORK AND RELATED REQUIREMENTS

#### 3.1. General Scope of Work

The City of Lake City is soliciting bids to obtain the services of a qualified contractor, having experience and qualifications in preventative maintenance and repair of commercial and industrial heating and air conditioning systems including furnishing of all labor, equipment, tools, materials, incidentals and the performing of all operations necessary as described in the bid.

The intent of this bid is to establish a relationship with a HVAC contractor that is capable of providing the full spectrum of services consisting of maintenance, repair and replacement of the heating, ventilating, air conditioning systems, subsystems, and components normally considered as part of an HVAC system and required for the proper functioning of that system according to standard industry practices and usage.

#### 3.2. Specifications

There are two different types of work anticipated under this contract: 1) preventative maintenance and 2) general and emergency repairs to restore operation of the systems. Prospective bidders are being asked to provide costs for a fixed compensation preventative maintenance contract, which shall include compensation for all filters, belts, other related materials associated with the performance of preventative maintenance, labor, and overhead for each facility.

Compensation for general and emergency repairs to the systems will be on a time and material basis, with the scope of work to be mutually agreed upon by the City and the contractor. The contractor must be capable of making repairs or replacing equipment such as motors, pumps, pulleys, belts, compressors, gauges, instruments, filters, valves, piping, furnaces, boilers, or other appurtenances used to control the temperature, humidity, and air flow, and electrical lines, mechanical and control components are included.

The contractor shall furnish all labor, equipment, parts, and materials, to maintain and operate the respective HVAC systems in first class working order and operating condition at all times. The contractor shall provide the necessary transportation for workmen, materials, and equipment to fulfill the terms of the contract.

HVAC Preventative Maintenance Services shall be performed four times per year during the hours of 8:00 am through 4:00 pm and must be pre-scheduled and coordinated with each Department.

#### 3.3. Preventative Maintenance

These specifications set forth specific, routine preventative maintenance activities that the City expects the contractor will perform on the HVAC systems serving City owned facilities. The prospective contractor shall provide a fixed quarterly compensation basis for performing this preventative work for each system identified. This fixed quarterly compensation shall include the cost for material, equipment, and overhead that are required to perform the preventative maintenance as specified in the checklist

#### 3.4. General Maintenance

1. Check filters and change if needed (filters shall be supplied by the contractor)

2. Inspect the entire system
3. Check all controls including thermostats, and damper operators when necessary
4. Check operation and condition of all components
5. Adjust and check motors, starters, valves, drives, and accessories
6. Lubricate all moving parts, motors, bearings, etc., add compressor oil as needed
7. Clean spray nozzles and air-cooled condensers
8. Acid clean condenser and evaporator coils
9. Check for refrigerant leaks and recharge if needed.
10. Adjust and lubricate damper linkage
11. Inspect air dampers and damper motors
12. Check and adjust: Gas fired unit heaters, gas fired boiler, oil burners, heating equipment controls
13. Inspect all interconnecting refrigerant, condenser water and chilled water piping
14. Inspect all insulation on the equipment and refrigerant piping
15. Inspect all capacity, temperature, and safety devices which control the equipment
16. Inspect stream traps and manual service valves at the equipment
17. Inspect electric wiring from the starter to the motor
18. All refrigerants shall be recovered and recycled in accordance with all applicable federal, state and local regulations.
19. Verify operation of garage carbon monoxide and nitrous dioxide sensors.
20. Check/Monitor and respond to computer control alarms.
21. All belts shall be replaced annually and coil cleaning shall be performed annually
22. Inspect and clean condensation pans and lines
23. Inspect and adjust tension on all belts and replace when necessary
24. Inspect and adjust all relays, contactors, switches, and controls as required
25. Check and maintain compressor oil levels
26. Check and adjust thermostatic expansion valves as required
27. Inspect equipment for rust and corrosion
28. Check and inspect thermostat

29. Install gauges and monitor pressure drops across filter banks and replace when pressure drop exceeds acceptable levels.

30. Tighten all electrical connections

31. Check Freon charge and repair leaks if necessary

32. Once a year disassemble and clean Information Technology inside units at all locations.

32. Make each Department Head aware of any issues that arise during the quarterly inspections

### 3.5. Air Handler Unit

Dampers: Lubricate bearings; check for proper operation; adjust and calibrate; clean surfaces; tighten connections.

Filters: Clean and replace as required

Heating and Cooling Coils: Clean coils; check for leaks; inspect for corrosion

Motor: Inspect contacts and starter; check for vibration; tighten electrical connections; tighten mountings; lubricate motor

Fan: Clean and inspect; check for vibrations; check fan rotation

### 3.6. Air Cooled Condenser

Perform necessary startups and shutdowns

Motor: Inspect motor mounts and tighten; inspect coils and contacts; tighten electrical onnections; lubricate motor bearings

Fan: Check fan for alignment; check shaft for alignment; lubricate bearings; check for bearing temperature; check all belts/couplings; align couplings; tighten mounting bolts.

Condenser Coil: Clean all surfaces; comb bent fins; check for leaks; check for vibration

Frame: Check for damage; clean surface; treat for corrosion; tighten all bolts.

### 3.7. Air Compressor

Clean exterior of unit (note any leaks or hot marks); check oil levels in reservoir; make note of oil color; draw all water traps and lines for control circuits; check amp draw of motor under full load conditions; shut off discharge air (see that compressor unloads); make note of any unusual noises; check operations of electric water traps; check amp draw and bearing on oil cooler for dirt; check pressure drop across oil separator; check separator if drop is more than 8 PSI; change oil; change filter; inspect oil reservoir for cracks or leaks; every 2 years replace programmed control battery; wipe off equipment.

### 3.8. Preventative Maintenance Checklist

Contractor shall complete and provide checklist (see sample attached to this bid) after each scheduled quarterly maintenance, for all locations associated with this bid, has been completed. Preventative Maintenance Checklist shall then be approved by the Department Director or Designee, assigned to that

location, prior to payment being made and kept on file at each locations department within the City of Lake City.

### 3.9. General Repairs

Bidders are required to provide pricing for standard labor hours, evening and weekend labor hours, and holiday labor hours for the performance of repairs that are necessary to ensure that the heating, ventilating, and air conditioning systems operate in accordance with the manufacturer's specifications. It is expected that the general repair service will be available 24 hours a day, 7 days a week, year round. Bidders must also provide a mark-up percentage factor that they would apply to their cost of repair parts in determining the City's cost for the repair parts. General Repair estimates are to include time and material charges and must be approved in advance by Department Directors with a purchase order.

Providing additional repair services, modifications, project work and new installations are included in the scope, on an as needed basis. Repair estimates for additional or emergency repairs are to include time and materials charges and must be approved in advance by Department Directors with a Purchase Order. The City reserves the right to change the scope of duties, add sites, delete sites, or take other measures consistent with City policies, procedures, and/or act in other capacities in the best interest of the City.

### 3.10. Contractor's Minimum Requirements

Contractor must have a HVAC Commercial License, be an authorized Service Representative, been in business for a minimum of two (2) years, and be currently providing service for at least two (2) commercial accounts consisting of office, hospital, industrial, or other user space. The contractor shall submit a list of at least three (3) current references, including names, addresses, phone numbers, contact person(s), and current length of time serving each referenced customer. All Contractor's must be qualified and licensed under the laws, rules and regulations of the State of Florida and the City of Lake City, Florida to perform the work required by these contract documents.

### 3.11. Delivery

- a. All deliveries will be F.O.B. to destinations (departments) within the City of Lake City, Florida and with freight fully prepaid.
- b. Time of delivery is an important consideration in making the award and must be adhered to.
- c. The City of Lake City reserves the right to cancel any orders, or any part thereof without obligation if delivery is not made within the time specified. Any deliveries made after a cancellation of order(s) may be returned at the vendor's expense

### 3.12. Quality

All items must be new. Further, all items must be equal to or exceed specifications required herein.

### 3.13. Inspection, Identification and Acceptance

- a. Inspection and acceptance will be at FOB destination unless otherwise provided. Title to/or risk of loss or damage to all items shall be the responsibility of the successful bidder until acceptance by the buyer.

- b. The bidder shall file with the carrier all claims for breakage, imperfections and other losses.
- c. All material being delivered shall be marked legibly, in a conspicuous location, with the following information: Purchase Order Number, Quantity, and Vendor's Name
- d. If the order supplied to the City is found to be defective or does not conform to specifications, the City reserves the right to cancel the order upon written notice to the seller and return the product to the seller at the seller's expense

### 3.14. Rejected Items

Delivered items that do not fulfill all requirements will be rejected. Rejected items shall be removed and replaced promptly by the bidder at no cost to the City.

### 3.15. Audit Procedures

Invoices submitted by the bidder shall be in sufficient detail for a proper pre-audit and post-audit thereof.

### 3.16. Extra Work

The City, without invalidating this AGREEMENT, may order changes in the operation within the general scope of this AGREEMENT consisting of additions, deletions, or other revisions, price and time may be adjusted accordingly. All such changes in the AGREEMENT may be authorized by a written Change Order to the AGREEMENT and may be executed under the applicable conditions of the AGREEMENT. If the contractor plans to make a claim for an increase in the price or any changes in Product, machinery, or service, he/she must submit said change request in writing for approval or rejection.

### 3.17. Cancel Agreement

The City has the right to cancel this AGREEMENT for convenience in accordance with, but not limited to, the terms of default as specified herein. In any of the following events the City at any time hereafter shall have the right to immediately terminate the AGREEMENT.

In the event the contractor fails to keep and perform or shall violate any of the terms, covenants and conditions of the AGREEMENT on its part to be kept and performed, and the contractor shall not have cured or corrected such failure or violation within 10 days after written notice thereof shall have been given to the contractor; or immediately should the violation affect the health, safety and welfare of the contractor's employees, City employees or the public.

In the event the contractor shall, after 3-separate occasions during the term of this AGREEMENT, fail to keep and perform or shall violate any of the terms, covenants and conditions of this AGREEMENT, then the City has the right to terminate this AGREEMENT with no penalties to the City.

In the event the contractor shall cease to operate the business awarded herein, or shall vacate or abandon said premises or not service and maintain the HVAC systems, or if contractor allows his licenses or permits to expire without renewing as required, this AGREEMENT will be declared null and void.

### 3.18. Disposal of Waste

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

### 3.19. Warranty

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



## 4. TERMS AND CONDITIONS

### 4.1. Licenses/Qualifications

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

### 4.2. Insurance

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 \$200,000 per occurrence, and \$300,000 for all claims arising out of the same incident or occurrence, for property damage and personal injury. Notice, these limits may change according to Florida law and the protections afforded to the City pursuant to sovereign immunity for liability.

### 4.3. Indemnity

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

### 4.4. Remedies

The City may, if it so elects, pursue any other remedies provided by law for the breach of this AGREEMENT or any of its terms, covenants, conditions, or stipulations. No right or remedy herein

conferred upon or reserved to the City or the contractor is intended to be exclusive of any other right or remedy, and each and every right and remedy given hereunder, or now or hereafter existing at law or at equity or by statute. The contractor is responsible for all damage or loss by fire, theft, vandalism or otherwise to their equipment, including their contents, materials, tools, equipment, and consumables, left on City property by the contractor, his/her employees, agents, subcontractors.

#### 4.5. Contract/Award

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

#### 4.6. Payment

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

#### 4.7. Or Equal

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

#### 4.8. Experience/References

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

#### 4.9. Change Orders

1. Notify the City of Lake City of any conditions in the project area that are not addressed within the specifications that may require a change order.
2. Change orders to the scope of work or additional work requested by the City of Lake City must be in written form and initiated by the Contractor.

3. All changes or additions will be approved by the City of Lake City prior to work being initiated.

#### 4.10. Addendum

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

#### 4.11. Required Documents

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

#### 4.12. Public Entity Crime

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

#### 4.13. Employment Eligibility Verification (E-Verify)

In accordance with State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Verification of Employment Status), in the event performance of this Agreement is or will be funded using state or federal funds, the CONTRACTOR must comply with the Employment Eligibility Verification Program (“E-Verify Program”) developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the CONTRACTOR must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States, except if the CONTRACTOR is a state or local government, the CONTRACTOR may choose to verify only new hires assigned to the Agreement; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include these requirement in certain subcontracts, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

#### 4.14. [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.**

#### 4.15. [Payment And Performance Bonds](#)

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

#### 4.16. [Additional Information](#)

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

## 5. PRICING PROPOSAL

### HVAC REPAIR & PREVENTATIVE MAINTENANCE SERVICES

#### Airport

Unit Model	Quantity	Quarterly	Quarterly Total	Annual Total	Comments
Airport FBO Outside West End Trane XL20I Comfortlink II Model # 4TTZ0060A1000AA Serial# 11253R7H1F	4	Quarterly			
Airport FBO Outside West End Trane XL20I Comfortlink II Model # 4TTZ0060A1000AA Serial# 11182SFN1F	4	Quarterly			
Airport FBO Outside West End Trane XL20I Comfortlink II Model # 4TTZ0060A1000AA Serial# 11253SKE1F	4	Quarterly			
Outside East End XB 14 Model# 4TTB4048E1000AB Serial# 11914MX2F	4	Quarterly			
Airport FBO Outside East End XB 14 Model# 4TTB4042E1000AB Serial# 11201RAP5F	4	Quarterly			
Airport FBO Outside East End XB 14 Model# 4TTB4048E1000AB Serial# 111914M62F	4	Quarterly			
Airport FBO Outside East End XB 14 Model# 4TTB4042E1000AB Serial# 11201RF65F	4	Quarterly			
Tower Roof Carrier Weathermaker Model # 50TCQA05A0A3A0 Serial # 4013C79540	4	Quarterly			
Tower 1st Floor Amana Model # PTC153G35AXXXAA Serial# 1406035732	4	Quarterly			
Tower 2nd Floor Cooper & Hunter Serial # 34076492802942802R0223	4	Quarterly			
Tower 3rd Floor Cooper & Hunter Serial # 34076492802942802R0137	4	Quarterly			
Hangar B1 Office Gree/Inverter Model # Inverter Multi 18HP 230V1AO Serial #3415GS00553	4	Quarterly			

Electric Vault Building LG Model #LSU090HXV Serial# MEZ66708802	4	Quarterly			
Jay's Hangar Daikin Inverter Inside Unit Model # FTXB18AXVJU S/N K021324 B/N 20622512	4	Quarterly			
Jays Hangar Outside Unit Model #RXB18AXVJU S/NK01751 B/N2014411	4	Quarterly			
FHP Hangar Goodmann Outside Unit Model #GSZ140361KE S/N 1907395250	4	Quarterly			
FHP Hangar Goodmann Inside Unit Model #ARUF37C14AD S/N 1907377784	4	Quarterly			
<b>TOTAL</b>					

## HVAC REPAIR & PREVENTATIVE MAINTENANCE SERVICES

### CITY HALL

Unit Model	Quantity	Quarterly	Quarterly Total	Annual Total	Comments
City Hall Roof Top Trane Model # TWA120A300FB Serial# 5063LUTAD	4	Quarterly			
City Hall Roof Top Trane Model # 4WCC3060A3000AA Serial# 1033712097L	4	Quarterly			
City Hall Roof Top Carrier Model # 38ARQ008501 Serial# 3105G10141	4	Quarterly			
City Hall Roof Top Carrier Model # 38ARQ008501 Serial# 3105G10141	4	Quarterly			
City Hall Roof Top Carrier Model # Unknown Serial# unknown	4	Quarterly			
City Hall Roof Top Carrier Model # Unknown Serial# unknown	4	Quarterly			
City Hall Roof Top Carrier Model # Unknown Serial# unknown	4	Quarterly			
City Hall Roof Top Trane Model # 4TWR4036G1000AA Serial# 1831300H4F	4	Quarterly			

City Hall Roof Top Payne Model #PH13NR036-F Serial#1206X68787	4	Quarterly			
City Hall Roof Top Trane Model # 4TWR4036D1000AA Serial# 16063K82BF	4	Quarterly			
City Hall Roof Top Trane Model # 4TWR4042G1000AA Serial# 16165JHKBF	4	Quarterly			
City Hall Roof Top Carrier Model # 38TH018300 Serial# 0590E13404	4	Quarterly			
City Hall Roof Top Trane Model # 4TWR4060G1000AA Serial# 16215C8A2F	4	Quarterly			
City Hall Roof Top Carrier Mini Split # Model 38BNB024311 Serial# Unknown	4	Quarterly			
<b>TOTAL</b>					

## HVAC REPAIR & PREVENTATIVE MAINTENANCE SERVICES

### INFORMATION TECHNOLOGY

Unit Model	Quantity	Quarterly	Quarterly Total	Annual Total	Comments
Police Department 1st Floor Inside Unit Mitsubishi Model #MSYGA24NA Serial #0001072	4	Quarterly			
Police Department 1st Floor Outside Unit Mitsubishi Model #MUY-GE24NA Serial #0000902T	4	Quarterly			
Police Department 2nd floor Radio room, located behind the 2nd floor kitchen. Inside Unit Mitsubishi Model #MSY-GE24NA Serial # 0001747	4	Quarterly			
Police Department 2nd floor Radio room, located behind the 2nd floor kitchen. Inside Unit Mitsubishi Model #MUY-GA24NA Serial # 0001036T	4	Quarterly			
2nd floor Datacenter, located across from the training room Inside Unit Odyssey Model #TWE061E100AA Serial #10392U6MBA	4	Quarterly			

Outside Unit 1 Trane Model #4TTB4030E1000AA Serial #10523PTA5F	4	Quarterly			
Outside Unit 2Trane Model #4TTB4030E1000AA Serial #10523RCD5F	4	Quarterly			
KWRF Inside Unit Gree Model # V1R12HP230V1AH Serial # 5115GS00711	4	Quarterly			
KWRF Outside Unit Gree Model # V1R12HP230V1AO Serial # 2616GS04923	4	Quarterly			
WTP Inside Unit Mitsubishi Model # MSZ- GE12NA Serial # 3005735	4	Quarterly			
WTP Outside Unit Mitsubishi Model #MUY- GE12NA Serial # 3000881	4	Quarterly			
FHP Tower Site Inside Unit Mitsubishi Model #MSY-GE18NA Serial #2000816	4	Quarterly			
FHP Tower Site Outside Unit Mitsubishi Model #MUY-GE18NA Serial #1000669	4	Quarterly			
<b>TOTAL</b>					

## HVAC REPAIR & PREVENTATIVE MAINTENANCE SERVICES

### NATURAL GAS DEPARTMENT

Unit Model	Quantity	Quarterly	Quarterly Total	Annual Total	Comments
Downstairs Trane Model #TEM4A0C42S41SBA serial 19033WAW3V	4	Quarterly			
Upstairs Trane model #TEM4A0C42S41SB serial 19182G063V	4	Quarterly			
<b>TOTAL</b>					

## HVAC REPAIR & PREVENTATIVE MAINTENANCE SERVICES

### PUBLIC WORKS

Unit Model	Quantity	Quarterly	Quarterly Total	Annual Total	Comments
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Front of Bldg Seer Goodman 2007 Model # GSC130421AC Serial# 0703556737	4	Quarterly			
Rear of Bldg Trane 3.5 TON 2012 Model # 4TWB3042B1000BA Serial# 12231S6C4F	4	Quarterly			
Rear of Bldg Radco Model # PH10JA018-E Serial# 4603E13331	4	Quarterly			
<b>TOTAL</b>					

## HVAC REPAIR & PREVENTATIVE MAINTENANCE SERVICES

### RECREATION

Unit Model	Quantity	Quarterly	Quarterly Total	Annual Total	Comments
Teen Town Office AMANA Model # RHA 24B2D Serial# 0202104866	4	Quarterly			
Teen Town Bldg Rheem Model # RPWL-120CAZ Serial# F401400938	4	Quarterly			
Girls Club New Bldg (left) TRANE X1000 Model # TWRO60D100A2 Serial# Z3215EM2F	4	Quarterly			
Girls Club New Bldg (right) (No Name) Model # PH13NRO60-H Serial# 3908X70355	4	Quarterly			
Girls Club Old Bldg (left) Trane Runtru Model # A4HT4060A1000AA Serial# 20334T761F	4	Quarterly			
Girls Club Old Bldg (right) Trane Runtrue Model # A4HT4060A1000AA Serial# 20322KF91F	4	Quarterly			
<b>TOTAL</b>					

## HVAC REPAIR & PREVENTATIVE MAINTENANCE SERVICES

### UTILITY ANNEX

Unit Model	Quantity	Quarterly	Quarterly Total	Annual Total	Comments
Utility Annex East Unit American Standard Model # TWA090A300DA Serial # Z042KLWAH	4	Quarterly			
Utility Annex Middle Unit Trane/American Standard Model # TWA090D30RAA Serial # 110248ASYA	4	Quarterly			
Utility Annex West Unit American Standard Model # TWA090D300DA Serial # Z205XPXAH	4	Quarterly			
Executive Office Grandaire Model # WJH342000KTP0A2 Serial # C133896299	4	Quarterly			
<b>TOTAL</b>					

## HVAC REPAIR & PREVENTATIVE MAINTENANCE SERVICES

### WASTEWATER TREATMENT PLANT

Unit Model	Quantity	Quarterly	Quarterly Total	Annual Total	Comments
WWTP Admin Bldg American Standard (Trane) Model # 4TTA3048A4000BA Serial # 10294TA05F	4	Quarterly			
WWTP Operations Bldg American Standard (Trane) Model # 4WCC3060A000AA Serial # 9321H299H	4	Quarterly			
WWTP Effluent Bldg Bard Manufacturing Co. Model # W36A1-B06 Serial # 310F122904297-02	4	Quarterly			
WWTP RAS Bldg Carrier Model # 24ABB360A006201 Serial # 1613E27224	4	Quarterly			
KWRF Operations Bldg Trane Model # TWE090E3R3AA Serial # 16054593BA	4	Quarterly			
KWRF Operations Bldg Trane Model # TWE090E3R3AA Serial # 16031UDJBA	4	Quarterly			

KWRF Electrical Bldg Bard Manufacturing Co. Model # W60L2 - A0ZXPXXXJ Serial # 324M133065642-02	4	Quarterly			
SW Reuse (PAR) Bard Manufacturing Co Model # WA602-C15BW4XXJ Serial # 155J092636738-02	4	Quarterly			
Sprayfield Control Room Goodman Manufacturing Co. Model # GSC130241AE Serial # 0706151145	4	Quarterly			
Sprayfield Office Goodman Manufacturing Co. Model # GSH130361AD Serial #0707546866	4	Quarterly			
<b>TOTAL</b>					

## HVAC REPAIR & PREVENTATIVE MAINTENANCE SERVICES

### WATER TREATMENT PLANT

Unit Model	Quantity	Quarterly	Quarterly Total	Annual Total	Comments
Admin Bldg Carrier Model# 38AKS028---601 Serial #1106Q04049	4	Quarterly			
Ozone Bldg/Gen1 Carrier Model# 25HCO342A003101 Serial# 0114E02886	4	Quarterly			
Ozone Bldg/Gen2 Trane Model# 2TTB3030A1000AA Serial# 55058UX3F	4	Quarterly			
MCC Room CU1 Carrier Model# 38ARS012—C511 Serial# 1406G40104	4	Quarterly			
MCC Room CU1 Carrier Model# 38ARS012—C511 Serial# 1406G40105	4	Quarterly			
<b>TOTAL</b>					

## HVAC REPAIR & PREVENTATIVE MAINTENANCE SERVICES

### REGULAR WORKING HOURS

EMPLOYEE	PER HOUR	HOURLY PAY	Comments
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SERVICE MECHANIC	HOURLY PAY		
HELPER ( If Needed)	HOURLY PAY		
DUCT MECHANIC	HOURLY PAY		
HELPER (If Needed)	HOURLY PAY		

### HVAC REPAIR & PREVENTATIVE MAINTENANCE SERVICES

OVERTIME HOURS - MONDAY THROUGH FRIDAY 5:01PM TO 7:59AM SATURDAY, SUNDAY AND  
HOLIDAYS

EMPLOYEE	PER HOUR	HOURLY PAY	Comments
SERVICE MECHANIC	HOURLY PAY		
HELPER ( If Needed)	HOURLY PAY		
DUCT MECHANIC	HOURLY PAY		
HELPER (If Needed)	HOURLY PAY		

## 6. **VENDOR QUESTIONNAIRE**

### 6.1. References\*

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

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

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

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

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

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

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

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

\*Response required

### 6.2. Title and Organization\*

Please provide your title and organization's name.

\*Response required

### 6.3. Local Office\*

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

\*Response required

### 6.4. Principal Office\*

Please provide the city and state for your Principal Office.

\*Response required

### 6.5. Conflict of Interest Statement\*

1. The above named entity is submitting a Bid for the City of Lake City ITB-008-2021 described as HVAC REPAIR & PREVENTATIVE MAINTENANCE SERVICES.
2. The Affiant has made diligent inquiry and provides the information contained in the Affidavit based upon his/her own knowledge.

3. 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.
4. 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.
5. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise ineligible from participation in contract letting by any local, State, or Federal Agency.
6. Neither the entity nor its affiliates, nor anyone associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
7. 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.
8. 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.
9. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above named entity, will immediately notify the City of Lake City.

☐ Please confirm

\*Response required

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

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

*Select all that apply*

- ☐ Has your firm or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulations or any other regulatory agency or professional association within the last five (5) years?
- ☐ Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?
- ☐ Has your firm had against it or filed any request for equitable adjustment, contract claims, bid protest, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?
- ☐ None

\*Response required

#### 6.7. Disputes Disclosure Form - Explanation\*

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

\*Response required

#### 6.8. Disputes Disclosure Form - Acknowledgement\*

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

☐ Please confirm

\*Response required

#### 6.9. Drug Free Workplace Certificate\*

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

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

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

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

☐ Please confirm

\*Response required

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

1. By submitting a response to this solicitation, the Bidder Acknowledges that he/she is authorized to submit the attached response on behalf of their organization for:  
ITB-008-2021, HVAC REPAIR & PREVENTATIVE MAINTENANCE SERVICES;
2. He/She is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;
3. Such Proposal is genuine and is not a collusive or sham proposal;
4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, connived, or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Proposal in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached proposal or any other Bidder, or to fix any overhead, profit or cost element of the proposal price or the proposal price of any other Bidder, or to secure through any collusion, connivance, or unlawful agreement any advantage against the City of Lake City, Florida or any person interested in the proposed Contract; and;
5. The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

☐ Please confirm

\*Response required

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

ITB-008-2021-HVAC REPAIR & PREVENTATIVE MAINTENANCE SERVICES

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

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



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

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

☐ Please confirm

\*Response required

#### 6.12. Bidder's Checklist\*

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

☐ Please confirm

\*Response required

#### 6.13. Clarifications and Exceptions\*

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

\*Response required

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

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

Please provide your FEIN number here.

\*Response required

##### 6.14.2. Acknowledgments\*

1. This sworn statement is submitted with ITB-008-2021.
2. 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.

3. 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.
4. I understand that an “affiliate” as defined in Paragraph 287.133(1)(a), Florida Statutes means:
  1. A predecessor or successor of a person convicted of a public entity crime; or
  2. an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The Ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a “person” as defined in Paragraph 287.133(1)(c), Florida Statutes, means any natural person or entity organized under the laws of any state of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in management of an entity.

☐ Please confirm

\*Response required

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

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

*Select all that apply*

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

☐ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, or

an affiliate of the entity has been charged with, and convicted of a public entity crime subsequent to July 1, 1989, and (Please indicate which additional statement applies - option 3, 4 or 5))

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

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

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

\*Response required

#### *6.14.4. Required Documents*

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

#### *6.14.5. Describe Action Taken*

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

### 6.15. Cost plus mark-up

#### *6.15.1. What is cost plus \_\_\_\_% mark-up?\**

Enter your percentage here

\*Response required



ITB-008-2021 HVAC Repair & Preventative Maintenance Services  
Bid Due Date Online Submittals 03/09/2021 2PM EST

		Air Mechanical & Service Corp 4311 W Ida Street Tampa, FL 33614 (813) 363-2162			Bill Williams Air Conditioning & Heating, Inc 3562 Lenox Avenue Jacksonville, FL 32254 (904) 387-0491			ClimatePros LLC 700 Fentess Blvd. Daytona Beach, FL 32114 (689) 212-2343			MSI-Certified Air Contractors 4505 Marquette Avenue Jacksonville, FL 32210 (904) 788-6034			Siemens 8940 Western Way Suite 1 Jacksonville, FL 32256 (800) 892-0288		
Airport Units	Page 1															
Description	Unit of Measure	Quantity	Unit Cost	Total	Quantity	Unit Cost	Total	Quantity	Unit Cost	Total	Quantity	Unit Cost	Total	Quantity	Unit Cost	Total
Airport FBO Outside West End Trane XL20I Comfortlink II Model # 4TTZ0060A1000AA Serial# 11253R7H1F	Quarterly	4	\$100.88	\$403.52	4	\$190.00	\$760.00	4	\$83.20	\$332.80	4	\$25.50	\$102.00	4	\$186.00	\$744.00
Airport FBO Outside West End Trane XL20I Comfortlink II Model # 4TTZ0060A1000AA Serial# 11182SFN1F	Quarterly	4	\$100.88	\$403.52	4	\$190.00	\$760.00	4	\$83.20	\$332.80	4	\$25.50	\$102.00	4	\$186.00	\$744.00
Airport FBO Outside West EndTrane XL20I Comfortlink II Model # 4TTZ0060A1000AA Serial# 11253SKE1F	Quarterly	4	\$100.88	\$403.52	4	\$190.00	\$760.00	4	\$83.20	\$332.80	4	\$25.50	\$102.00	4	\$186.00	\$744.00
Outside East EndXB 14 Model# 4TTB4048E1000AB Serial# 11914MX2F	Quarterly	4	\$100.88	\$403.52	4	\$180.00	\$720.00	4	\$83.20	\$332.80	4	\$25.50	\$102.00	4	\$186.00	\$744.00
Airport FBO Outside East EndXB 14 Model# 4TTB4042E1000AB Serial# 11201RAP5F	Quarterly	4	\$100.88	\$403.52	4	\$180.00	\$720.00	4	\$83.20	\$332.80	4	\$25.50	\$102.00	4	\$186.00	\$744.00
Airport FBO Outside East EndXB 14 Model# 4TTB4048E1000AB Serial# 111914M62F	Quarterly	4	\$100.88	\$403.52	4	\$180.00	\$720.00	4	\$83.20	\$332.80	4	\$25.50	\$102.00	4	\$186.00	\$744.00
Airport FBO Outside East EndXB 14 Model# 4TTB4042E1000AB Serial# 11201RF65F	Quarterly	4	\$100.88	\$403.52	4	\$180.00	\$720.00	4	\$83.20	\$332.80	4	\$25.50	\$102.00	4	\$186.00	\$744.00
Tower RoofCarrier Weathermaker Model # 50TCQA05A0A3A0 Serial # 4013C79540	Quarterly	4	\$100.88	\$403.52	4	\$180.00	\$720.00	4	\$83.20	\$332.80	4	\$25.50	\$102.00	4	\$186.00	\$744.00
Tower1st FloorAmana Model # PTC153G35AXXXAA Serial# 1406035732	Quarterly	4	\$100.88	\$403.52	4	\$110.00	\$440.00	4	\$83.20	\$332.80	4	\$11.50	\$46.00	4	\$186.00	\$744.00
Tower2nd FloorCooper & Hunter Serial # 34076492802942802R0223	Quarterly	4	\$100.88	\$403.52	4	\$110.00	\$440.00	4	\$83.20	\$332.80	4	\$11.50	\$46.00	4	\$186.00	\$744.00
Tower3rd FloorCooper & Hunter Serial # 34076492802942802R0137	Quarterly	4	\$100.88	\$403.52	4	\$110.00	\$440.00	4	\$83.20	\$332.80	4	\$11.50	\$46.00	4	\$186.00	\$744.00
Hangar B1OfficeFree/Inverter Model # Inverter Multi 18HP 230V1AO Serial #3415GS00553	Quarterly	4	\$100.88	\$403.52	4	\$110.00	\$440.00	4	\$83.20	\$332.80	4	\$11.50	\$46.00	4	\$186.00	\$744.00
Electric VaultBuildingLG Model #LSU090HXV Serial# MEZ66708802	Quarterly	4	\$100.88	\$403.52	4	\$75.00	\$300.00	4	\$83.20	\$332.80	4	\$11.50	\$46.00	4	\$186.00	\$744.00
Jay's Hangar Daikin Inverter Inside Unit Model # FTXB18AXVJU S/N K021324 B/N 20622512	Quarterly	4	\$100.88	\$403.52	4	\$75.00	\$300.00	4	\$83.20	\$332.80	4	\$11.50	\$46.00	4	\$186.00	\$744.00
Jays Hangar Outside Unit Model #RXB18AXVJU S/NK01751 B/N2014411	Quarterly	4	\$100.88	\$403.52	4	\$75.00	\$300.00	4	\$83.20	\$332.80	4	\$11.50	\$46.00	4	\$186.00	\$744.00
FHP Hangar Goodmann Outside Unit Model #GSZ140361KE S/N 1907395250	Quarterly	4	\$100.88	\$403.52	4	\$75.00	\$300.00	4	\$83.20	\$332.80	4	\$11.50	\$46.00	4	\$186.00	\$744.00
FHP Hangar Goodmann Inside Unit Model #ARUF37C14AD S/N 1907377784	Quarterly	4	\$100.88	\$403.52	4	\$75.00	\$300.00	4	\$83.20	\$332.80	4	\$11.50	\$46.00	4	\$186.00	\$744.00
Total				\$6,859.84			\$9,140.00			\$5,657.60			\$1,230.00			\$12,648.00

Recommendation: MSI - Certified Air Contractors (see page 6 for Annual Totals)



ITB-008-2021 HVAC Repair & Preventative Maintenance Services  
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City Hall Units	Page 2	Air Mechanical & Service Corp			Bill Williams Air Conditioning & Heating, In			ClimatePros LLC			MSI-Certified Air Contractors			Siemens		
Description	Unit of Measure	Quantity	Unit Cost	Total	Quantity	Unit Cost	Total	Quantity	Unit Cost	Total	Quantity	Unit Cost	Total	Quantity	Unit Cost	Total
City Hall Roof Top Trane Model # TWA12OA300FB Serial# 5063LUTAD	Quarterly	4	\$100.88	\$403.52	4	\$160.00	\$640.00	4	\$75.52	\$302.08	4	\$25.50	\$102.00	4	\$186.00	\$744.00
City Hall Roof Top Trane Model # 4WCC3060A3000AA Serial# 1033712097L	Quarterly	4	\$100.88	\$403.52	4	\$160.00	\$640.00	4	\$75.52	\$302.08	4	\$25.50	\$102.00	4	\$186.00	\$744.00
City Hall Roof Top Carrier Model # 38ARQ008501 Serial# 3105G10141	Quarterly	4	\$100.88	\$403.52	4	\$160.00	\$640.00	4	\$75.52	\$302.08	4	\$25.50	\$102.00	4	\$186.00	\$744.00
City Hall Roof Top Carrier Model # 38ARQ008501 Serial# 3105G10141	Quarterly	4	\$100.88	\$403.52	4	\$160.00	\$640.00	4	\$75.52	\$302.08	4	\$25.50	\$102.00	4	\$186.00	\$744.00
unknown	Quarterly	4	\$100.88	\$403.52	4	\$160.00	\$640.00	4	\$75.52	\$302.08	4	\$25.50	\$102.00	4	\$186.00	\$744.00
unknown	Quarterly	4	\$100.88	\$403.52	4	\$160.00	\$640.00	4	\$75.52	\$302.08	4	\$25.50	\$102.00	4	\$186.00	\$744.00
unknown	Quarterly	4	\$100.88	\$403.52	4	\$160.00	\$640.00	4	\$75.52	\$302.08	4	\$25.50	\$102.00	4	\$186.00	\$744.00
City Hall Roof Top Trane Model # 4TWR4036G1000AA Serial# 1831300H4F	Quarterly	4	\$100.88	\$403.52	4	\$160.00	\$640.00	4	\$75.52	\$302.08	4	\$25.50	\$102.00	4	\$186.00	\$744.00
City Hall Roof Top Payne Model #PH13NR036-F Serial#1206X68787	Quarterly	4	\$100.88	\$403.52	4	\$160.00	\$640.00	4	\$75.52	\$302.08	4	\$25.50	\$102.00	4	\$186.00	\$744.00
City Hall Roof Top Trane Model # 4TWR4036D1000AA Serial# 16063K82BF	Quarterly	4	\$100.88	\$403.52	4	\$160.00	\$640.00	4	\$75.52	\$302.08	4	\$25.50	\$102.00	4	\$186.00	\$744.00
City Hall Roof Top Trane Model # 4TWR4042G1000AA Serial# 16165JHKBF	Quarterly	4	\$100.88	\$403.52	4	\$160.00	\$640.00	4	\$75.52	\$302.08	4	\$25.50	\$102.00	4	\$186.00	\$744.00
City Hall Roof Top Carrier Model # 38TH018300 Serial# 0590E13404	Quarterly	4	\$100.88	\$403.52	4	\$160.00	\$640.00	4	\$75.52	\$302.08	4	\$25.50	\$102.00	4	\$186.00	\$744.00
City Hall Roof Top Trane Model # 4TWR4060G1000AA Serial# 16215C8A2F	Quarterly	4	\$100.88	\$403.52	4	\$160.00	\$640.00	4	\$75.52	\$302.08	4	\$25.50	\$102.00	4	\$186.00	\$744.00
City Hall Roof Top Carrier Mini Split # Model 38BNB024311 Serial# Unknown	Quarterly	4	\$100.88	\$403.52	4	\$110.00	\$440.00	4	\$75.52	\$302.08	4	\$25.50	\$102.00	4	\$186.00	\$744.00
Total		\$5,649.28			\$8,760.00			\$4,229.12			\$1,428.00			\$10,416.00		



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IT Units	Page 3	Air Mechanical & Service Corp			Bill Williams Air Conditioning & Heating, Inc			ClimatePros LLC			MSI-Certified Air Contractors			Siemens					
Description	Unit of Measure	Quantity	Unit Cost	Total	Quantity	Unit Cost	Total	Quantity	Unit Cost	Total	Quantity	Unit Cost	Total	Quantity	Unit Cost	Total			
Police Department 1st Floor Inside Unit Mitsubishi Model #MSYGA24NA Serial #0001072	Quarterly	4	\$100.88	\$403.52	4	\$75.00	\$300.00	4	\$78.00	\$312.00	4	\$11.50	\$46.00	4	\$186.00	\$744.00			
Police Department 1st Floor Outside Unit Mitsubishi Model #MUY-GE24NA Serial #0000902T	Quarterly	4	\$100.88	\$403.52	4	\$75.00	\$300.00	4	\$78.00	\$312.00	4	\$11.50	\$46.00	4	\$186.00	\$744.00			
Police Department 2nd floor Radio room, located behind the 2nd floor kitchen. Inside Unit Mitsubishi Model #MSY-GE24NA Serial # 0001747	Quarterly	4	\$100.88	\$403.52	4	\$75.00	\$300.00	4	\$78.00	\$312.00	4	\$11.50	\$46.00	4	\$186.00	\$744.00			
Police Department 2nd floor Radio room, located behind the 2nd floor kitchen. Inside Unit Mitsubishi Model #MUY-GA24NA Serial # 0001036T	Quarterly	4	\$100.88	\$403.52	4	\$75.00	\$300.00	4	\$78.00	\$312.00	4	\$11.50	\$46.00	4	\$186.00	\$744.00			
2nd floor Datacenter, located across from the training room Inside Unit Odyssey Model #TWE061E100AA Serial #10392U6MBA	Quarterly	4	\$100.88	\$403.52	4	\$150.00	\$600.00	4	\$78.00	\$312.00	4	\$25.50	\$102.00	4	\$227.00	\$908.00			
Outside Unit 1 Trane Model #4TTB4030E1000AA Serial #10523PTA5F	Quarterly	4	\$100.88	\$403.52	4	\$110.00	\$440.00	4	\$78.00	\$312.00	4	\$25.50	\$102.00	4	\$186.00	\$744.00			
Outside Unit 2Trane Model #4TTB4030E1000AA Serial #10523RCD5F	Quarterly	4	\$100.88	\$403.52	4	\$110.00	\$440.00	4	\$78.00	\$312.00	4	\$25.50	\$102.00	4	\$186.00	\$744.00			
KWRF Inside Unit Gree Model # V1R12HP230V1AH Serial # 5115GS00711	Quarterly	4	\$100.88	\$403.52	4	\$60.00	\$240.00	4	\$78.00	\$312.00	4	\$23.00	\$92.00	4	\$186.00	\$744.00			
KWRF Outside UnitGree Model # V1R12HP230V1AO Serial # 2616GS04923	Quarterly	4	\$100.88	\$403.52	4	\$60.00	\$240.00	4	\$78.00	\$312.00	4	\$23.00	\$92.00	4	\$186.00	\$744.00			
WTP Inside Unit Mitsubishi Model # MSZ-GE12NA Serial # 3005735	Quarterly	4	\$100.88	\$403.52	4	\$60.00	\$240.00	4	\$78.00	\$312.00	4	\$23.00	\$92.00	4	\$186.00	\$744.00			
WTP Outside Unit Mitsubishi Model #MUY-GE12NA Serial # 3000881	Quarterly	4	\$100.88	\$403.52	4	\$60.00	\$240.00	4	\$78.00	\$312.00	4	\$23.00	\$92.00	4	\$186.00	\$744.00			
FHP Tower Site Inside Unit Mitsubishi Model #MSY-GE18NA Serial #2000816	Quarterly	4	\$100.88	\$403.52	4	\$60.00	\$240.00	4	\$78.00	\$312.00	4	\$23.00	\$92.00	4	\$186.00	\$744.00			
FHP Tower Site Outside Unit Mitsubishi Model #MUY-GE18NA Serial #1000669	Quarterly	4	\$100.88	\$403.52	4	\$60.00	\$240.00	4	\$78.00	\$312.00	4	\$23.00	\$92.00	4	\$186.00	\$744.00			
Total				\$5,245.76				\$4,120.00				\$4,056.00				\$1,042.00			\$9,836.00





**TB-008-2021 HVAC Repair & Preventative Maintenance Services**  
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Natural Gas	Page 4	Air Mechanical & Service Corp			Bill Williams Air Conditioning & Heating, Inc			ClimatePros LLC			MSI-Certified Air Contractors			Siemens				
Description	Unit of Measure	Quantity	Unit Cost	Total	Quantity	Unit Cost	Total	Quantity	Unit Cost	Total	Quantity	Unit Cost	Total	Quantity	Unit Cost	Total		
Downstairs Trane Model #TEM4A0C42S41SBA serial 19033WAW3V	Quarterly	4	\$100.88	\$403.52	4	\$140.00	\$560.00	4	\$78.00	\$312.00	4	\$25.50	\$102.00	4	\$186.00	\$744.00		
Upstairs Trane model #TEM4A0C42S41SB serial 19182G063V	Quarterly	4	\$100.88	\$403.52	4	\$140.00	\$560.00	4	\$78.00	\$312.00	4	\$25.50	\$102.00	4	\$186.00	\$744.00		
Total				\$807.04	\$1,120.00				\$624.00				\$204.00				\$1,488.00	

Public Works		Air Mechanical & Service Corp			Bill Williams Air Conditioning & Heating, Inc			ClimatePros LLC			MSI-Certified Air Contractors			Siemens				
Description	Unit of Measure	Quantity	Unit Cost	Total	Quantity	Unit Cost	Total	Quantity	Unit Cost	Total	Quantity	Unit Cost	Total	Quantity	Unit Cost	Total		
Front of Bldg Seer Goodman 2007 Model # GSC130421AC Serial# 0703556737	Quarterly	4	\$100.88	\$403.52	4	\$140.00	\$560.00	4	\$78.00	\$312.00	4	\$25.50	\$102.00	4	\$186.00	\$744.00		
Rear of Bldg Trane 3.5 TON 2012 Model # TWB3042B1000BA Serial# 12231S6C4F	Quarterly	4	\$100.88	\$403.52	4	\$140.00	\$560.00	4	\$78.00	\$312.00	4	\$25.50	\$102.00	4	\$186.00	\$744.00		
Rear of Bldg Radco Model # PH10JA018-E Serial# 4603E13331	Quarterly	4	\$100.88	\$403.52	4	\$140.00	\$560.00	4	\$78.00	\$312.00	4	\$25.50	\$102.00	4	\$186.00	\$744.00		
Total				\$1,210.56	\$1,680.00				\$936.00				\$306.00				\$2,232.00	

Recreation Dept		Air Mechanical & Service Corp			Bill Williams Air Conditioning & Heating, Inc			ClimatePros LLC			MSI-Certified Air Contractors			Siemens		
Description	Unit of Measure	Quantity	Unit Cost	Total	Quantity	Unit Cost	Total	Quantity	Unit Cost	Total	Quantity	Unit Cost	Total	Quantity	Unit Cost	Total
Teen Town Office AMANA Model # RHA 24B2D Serial# 1202104866	Quarterly	4	\$100.88	\$403.52	4	\$140.00	\$560.00	4	\$78.00	\$312.00	4	\$25.50	\$102.00	4	\$186.00	\$744.00
Teen Town Bldg Rheem Model # RPWL-120CAZ Serial# 1401400938	Quarterly	4	\$100.88	\$403.52	4	\$160.00	\$640.00	4	\$78.00	\$312.00	4	\$25.50	\$102.00	4	\$186.00	\$744.00
Girls ClubNew Bldg (left) TRANE X1000 Model # WRO60D100A2 Serial# Z3215EM2F	Quarterly	4	\$100.88	\$403.52	4	\$140.00	\$560.00	4	\$78.00	\$312.00	4	\$25.50	\$102.00	4	\$186.00	\$744.00
Girls ClubNew Bldg (right) (No Name) Model # PH13NRO60-1 Serial# 3908X70355	Quarterly	4	\$100.88	\$403.52	4	\$140.00	\$560.00	4	\$78.00	\$312.00	4	\$25.50	\$102.00	4	\$186.00	\$744.00
Girls ClubOld Bldg (left)Trane Runtru Model # 14HT4060A1000AA Serial# 20334T761F	Quarterly	4	\$100.88	\$403.52	4	\$140.00	\$560.00	4	\$78.00	\$312.00	4	\$25.50	\$102.00	4	\$186.00	\$744.00
Girls ClubOld Bldg (right) Trane Runtrue Model # 14HT4060A1000AA Serial# 20322KF91F	Quarterly	4	\$100.88	\$403.52	4	\$140.00	\$560.00	4	\$78.00	\$312.00	4	\$25.50	\$102.00	4	\$186.00	\$744.00
Total				\$2,421.12			\$3,440.00			\$1,872.00			\$612.00			\$4,464.00



**TB-008-2021 HVAC Repair & Preventative Maintenance Services**  
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Utility Annex	Page 5	Air Mechanical & Service Corp			Bill Williams Air Conditioning & Heating, Inc			ClimatePros LLC			MSI-Certified Air Contractors			Siemens		
		Quantity	Unit Cost	Total	Quantity	Unit Cost	Total	Quantity	Unit Cost	Total	Quantity	Unit Cost	Total	Quantity	Unit Cost	Total
Utility Annex East Unit American Standard Model # WA090A300DA Serial # Z042KLWAH	Quarterly	4	\$100.88	\$403.52	4	\$160.00	\$640.00	4	\$78.00	\$312.00	4	\$25.50	\$102.00	4	\$186.00	\$744.00
Utility Annex Middle Unit Trane/American Standard Model # WA090D30RAA Serial # 110248ASYA	Quarterly	4	\$100.88	\$403.52	4	\$160.00	\$640.00	4	\$78.00	\$312.00	4	\$25.50	\$102.00	4	\$186.00	\$744.00
Utility Annex West Unit American Standard Model # WA090D300DA Serial # Z205XPXAH	Quarterly	4	\$100.88	\$403.52	4	\$160.00	\$640.00	4	\$78.00	\$312.00	4	\$25.50	\$102.00	4	\$186.00	\$744.00
Executive Office Grandaire Model # WJH342000KTP0A2 Serial # C133896299	Quarterly	4	\$100.88	\$403.52	4	\$140.00	\$560.00	4	\$78.00	\$312.00	4	\$25.50	\$102.00	4	\$186.00	\$744.00
<b>Total</b>				<b>\$1,614.08</b>			<b>\$2,480.00</b>			<b>\$1,248.00</b>			<b>\$408.00</b>			<b>\$2,976.00</b>

Wastewater Depts		Air Mechanical & Service Corp			Bill Williams Air Conditioning & Heating, Inc			ClimatePros LLC			MSI-Certified Air Contractors			Siemens		
		Quantity	Unit Cost	Total	Quantity	Unit Cost	Total	Quantity	Unit Cost	Total	Quantity	Unit Cost	Total	Quantity	Unit Cost	Total
WWTP Admin Bldg American Standard (Trane) Model # TTA3048A4000BA Serial # 10294TA05F	Quarterly	4	\$100.88	\$403.52	4	\$140.00	\$560.00	4	\$78.00	\$312.00	4	\$25.50	\$102.00	4	\$186.00	\$744.00
WWTP Operations Bldg American Standard (Trane) Model # WCC3060A000AA Serial # 9321H299H	Quarterly	4	\$100.88	\$403.52	4	\$140.00	\$560.00	4	\$78.00	\$312.00	4	\$25.50	\$102.00	4	\$186.00	\$744.00
WWTP Effluent Bldg Bard Manufacturing Co. Model # V36A1-B06 Serial # 310F122904297-02	Quarterly	4	\$100.88	\$403.52	4	\$120.00	\$480.00	4	\$78.00	\$312.00	4	\$25.50	\$102.00	4	\$186.00	\$744.00
WWTP RAS BldgCarrier Model # 24ABB360A006201 Serial # 613E27224	Quarterly	4	\$100.88	\$403.52	4	\$140.00	\$560.00	4	\$78.00	\$312.00	4	\$25.50	\$102.00	4	\$186.00	\$744.00
WWRF Operations Bldg Trane Model # TWE090E3R3AA Serial # 16054593BA	Quarterly	4	\$100.88	\$403.52	4	\$140.00	\$560.00	4	\$78.00	\$312.00	4	\$25.50	\$102.00	4	\$186.00	\$744.00
WWRF Operations Bldg Trane Model # TWE090E3R3AA Serial # 16031UDJBA	Quarterly	4	\$100.88	\$403.52	4	\$140.00	\$560.00	4	\$78.00	\$312.00	4	\$25.50	\$102.00	4	\$186.00	\$744.00
WWRF Electrical Bldg Bard Manufacturing Co. Model # V60L2 - A0ZXPXXJ Serial # 324M133065642-02	Quarterly	4	\$100.88	\$403.52	4	\$120.00	\$480.00	4	\$78.00	\$312.00	4	\$25.50	\$102.00	4	\$186.00	\$744.00
WW Reuse (PAR) Bard Manufacturing Co Model # WA602- C15BW4XXJ Serial # 155J092636738-02	Quarterly	4	\$100.88	\$403.52	4	\$120.00	\$480.00	4	\$78.00	\$312.00	4	\$25.50	\$102.00	4	\$186.00	\$744.00
Wprayfield Control Room Goodman Manufacturing Co. Model # GSC130241AE Serial # 0706151145	Quarterly	4	\$100.88	\$403.52	4	\$140.00	\$560.00	4	\$78.00	\$312.00	4	\$25.50	\$102.00	4	\$186.00	\$744.00
Wprayfield Office Goodman Manufacturing Co. Model # GSH130361AD Serial #0707546866	Quarterly	4	\$100.88	\$403.52	4	\$140.00	\$560.00	4	\$78.00	\$312.00	4	\$25.50	\$102.00	4	\$186.00	\$744.00
<b>Total</b>				<b>\$4,035.20</b>			<b>\$5,360.00</b>			<b>\$3,120.00</b>			<b>\$1,020.00</b>			<b>\$7,440.00</b>





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Water Treatment Plant	Page 6	Air Mechanical & Service Corp			Bill Williams Air Conditioning & Heating, Inc.			ClimatePros LLC			MSI-Certified Air Contractors			Siemens		
Description	Unit of Measure	Quantity	Unit Cost	Total	Quantity	Unit Cost	Total	Quantity	Unit Cost	Total	Quantity	Unit Cost	Total	Quantity	Unit Cost	Total
Admin BldgCarrier Model# 38AKS028---601 Serial #1106Q04049	Quarterly	4	\$100.88	\$403.52	4	\$140.00	\$560.00	4	\$78.00	\$312.00	4	\$33.00	\$132.00	4	\$186.00	\$744.00
Ozone Bldg/Gen1Carrier Model# 25HCO342A003101 Serial# 0114E02886	Quarterly	4	\$100.88	\$403.52	4	\$140.00	\$560.00	4	\$78.00	\$312.00	4	\$25.50	\$102.00	4	\$186.00	\$744.00
Ozone Bldg/Gen2Trane Model# 2TTB3030A1000AA Serial# 55058UX3F	Quarterly	4	\$100.88	\$403.52	4	\$140.00	\$560.00	4	\$78.00	\$312.00	4	\$25.50	\$102.00	4	\$186.00	\$744.00
MCC RoomCU1 Carrier Model# 38ARS012—C511 Serial# 1406G40104	Quarterly	4	\$100.88	\$403.52	4	\$160.00	\$640.00	4	\$78.00	\$312.00	4	\$33.00	\$132.00	4	\$186.00	\$744.00
MCC RoomCU1 Carrier Model# 38ARS012—C511 Serial# 1406G40105	Quarterly	4	\$100.88	\$403.52	4	\$160.00	\$640.00	4	\$78.00	\$312.00	4	\$33.00	\$132.00	4	\$186.00	\$744.00
Total				\$2,017.60			\$2,960.00			\$1,560.00			\$600.00			\$3,720.00

Annual Total of Each Site		Airport	City Hall	IT	Natural Gas	Public Works	Recreation	Utility Annex	WWTP	WTP
		\$ 6,859.84	\$ 9,140.00	\$ 5,657.60	\$ 1,230.00	\$ 12,648.00				
		\$ 5,649.28	\$ 8,760.00	\$ 4,229.12	\$ 1,428.00	\$ 10,416.00				
		\$ 5,245.76	\$ 4,120.00	\$ 4,056.00	\$ 1,042.00	\$ 9,836.00				
		\$ 807.04	\$ 1,120.00	\$ 624.00	\$ 204.00	\$ 1,488.00				
		\$ 1,210.56	\$ 1,680.00	\$ 936.00	\$ 306.00	\$ 2,232.00				
		\$ 2,421.12	\$ 3,440.00	\$ 1,872.00	\$ 612.00	\$ 4,464.00				
		\$ 1,614.08	\$ 2,480.00	\$ 1,248.00	\$ 408.00	\$ 2,976.00				
		\$ 4,035.20	\$ 5,360.00	\$ 3,120.00	\$ 1,020.00	\$ 7,440.00				
		\$ 2,017.60	\$ 2,960.00	\$ 1,560.00	\$ 600.00	\$ 3,720.00				
		\$29,860.48	\$ 39,060.00	\$ 23,302.72	\$ 6,850.00	\$ 55,220.00				



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Labor Rates - Normal Hours		Page 7	Air Mechanical & Service Corp		Bill Williams Air Conditioning & Heating, In ClimatePros LLC		MSI-Certified Air Contractors	Siemens
Description	Unit of Measure		Unit Cost	Unit Cost	Unit Cost		Unit Cost	Unit Cost
SERVICE MECHANIC	HOURLY PAY		\$98.00	\$65.00	\$87.00		\$92.00	\$99.00
HELPER ( If Needed)	HOURLY PAY		\$88.00	\$45.00	\$65.00		\$75.50	\$99.00
DUCT MECHANIC	HOURLY PAY		\$88.00	\$60.00	\$87.00		\$84.00	\$125.00
HELPER (If Needed)	HOURLY PAY		\$88.00	\$40.00	\$65.00		\$57.00	\$95.00

Labor Rates - After Hours			Air Mechanical & Service Corp		Bill Williams Air Conditioning & Heating, In ClimatePros LLC		MSI-Certified Air Contractors	Siemens
Description	Unit of Measure		Unit Cost	Unit Cost	Unit Cost		Unit Cost	Unit Cost
SERVICE MECHANIC	HOURLY PAY		\$118.00	\$97.50	\$125.00		\$138.00	\$149.00
HELPER ( If Needed)	HOURLY PAY		\$108.00	\$67.50	\$90.00		\$113.25	\$99.00
DUCT MECHANIC	HOURLY PAY		\$108.00	\$90.00	\$125.00		\$126.00	\$135.00
HELPER (If Needed)	HOURLY PAY		\$108.00	\$60.00	\$90.00		\$85.50	\$105.00

		Air Mechanical & Service Corp		Bill Williams Air Conditioning & Heating, In ClimatePros LLC		MSI-Certified Air Contractors	Siemens
Cost Plus ____% Mark-up		20%		20%		15%	Sliding Scale; value of product= \$2000 or less, 50% ; \$5000 or less, 45% ; \$10,000 or less, 40%; \$20,000 or less 30% ; Greater than \$25,000, 25%



## HVAC REPAIR & PREVENTATIVE MAINTENANCE SERVICES

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### Airport

Unit Model	Quantity	Quarterly	Quarterly Total	Annual Total	Comments
Airport FBO Outside West End Trane XL20I Comfortlink II Model # 4TTZ0060A1000AA Serial# 11253R7H1F	4	Quarterly	\$25.50	\$102.00	
Airport FBO Outside West End Trane XL20I Comfortlink II Model # 4TTZ0060A1000AA Serial# 11182SFN1F	4	Quarterly	\$25.50	\$102.00	
Airport FBO Outside West End Trane XL20I Comfortlink II Model # 4TTZ0060A1000AA Serial# 11253SKE1F	4	Quarterly	\$25.50	\$102.00	
Outside East End XB 14 Model# 4TTB4048E1000AB Serial# 11914MX2F	4	Quarterly	\$25.50	\$102.00	
Airport FBO Outside East End XB 14 Model# 4TTB4042E1000AB Serial# 11201RAP5F	4	Quarterly	\$25.50	\$102.00	
Airport FBO Outside East End XB 14 Model# 4TTB4048E1000AB Serial# 111914M62F	4	Quarterly	\$25.50	\$102.00	
Airport FBO Outside East End XB 14 Model# 4TTB4042E1000AB Serial# 11201RF65F	4	Quarterly	\$25.50	\$102.00	
Tower Roof Carrier Weathermaker Model # 50TCQA05A0A3A0 Serial # 4013C79540	4	Quarterly	\$25.50	\$102.00	
Tower 1st Floor Amana Model # PTC153G35AXXXAA Serial# 1406035732	4	Quarterly	\$11.50	\$46.00	
Tower 2nd Floor Cooper & Hunter Serial # 34076492802942802R0223	4	Quarterly	\$11.50	\$46.00	
Tower 3rd Floor Cooper & Hunter Serial # 34076492802942802R0137	4	Quarterly	\$11.50	\$46.00	
Hangar B1 Office Gree/Inverter Model # Inverter Multi 18HP 230V1AO Serial #3415GS00553	4	Quarterly	\$11.50	\$46.00	
Electric Vault Building LG Model #LSU090HXV Serial# MEZ66708802	4	Quarterly	\$11.50	\$46.00	
Jay's Hangar Daikin Inverter Inside Unit Model # FTXB18AXVJU S/N K021324 B/N 20622512	4	Quarterly	\$11.50	\$46.00	
Jays Hangar Outside Unit Model #RXB18AXVJU S/NK01751 B/N2014411	4	Quarterly	\$11.50	\$46.00	
FHP Hangar Goodmann Outside Unit Model #GS2140361KE S/N 1907395250	4	Quarterly	\$11.50	\$46.00	
FHP Hangar Goodmann Inside Unit Model #ARUF37C14AD S/N 1907377784	4	Quarterly	\$11.50	\$46.00	
<b>Total</b>				<b>\$1,230.00</b>	

## HVAC REPAIR & PREVENTATIVE MAINTENANCE SERVICES

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### CITY HALL

Unit Model	Quantity	Quarterly	Quarterly Total	Annual Total	Comments
City Hall Roof Top Trane Model # TWA12OA300FB Serial# 5063LUTAD	4	Quarterly	\$25.50	\$102.00	
City Hall Roof Top Trane Model # 4WCC3060A3000AA Serial# 1033712097L	4	Quarterly	\$25.50	\$102.00	
City Hall Roof Top Carrier Model # 38ARQ008501 Serial# 3105G10141	4	Quarterly	\$25.50	\$102.00	
City Hall Roof Top Carrier Model # 38ARQ008501 Serial# 3105G10141	4	Quarterly	\$25.50	\$102.00	
City Hall Roof Top Carrier Model # Unknown Serial# unknown	4	Quarterly	\$25.50	\$102.00	
City Hall Roof Top Carrier Model # Unknown Serial# unknown	4	Quarterly	\$25.50	\$102.00	
City Hall Roof Top Carrier Model # Unknown Serial# unknown	4	Quarterly	\$25.50	\$102.00	
City Hall Roof Top Trane Model # 4TWR4036G1000AA Serial# 1831300H4F	4	Quarterly	\$25.50	\$102.00	
City Hall Roof Top Payne Model #PH13NR036-F Serial#1206X68787	4	Quarterly	\$25.50	\$102.00	
City Hall Roof Top Trane Model # 4TWR4036D1000AA Serial# 16063K82BF	4	Quarterly	\$25.50	\$102.00	
City Hall Roof Top Trane Model # 4TWR4042G1000AA Serial# 16165JHKBF	4	Quarterly	\$25.50	\$102.00	
City Hall Roof Top Carrier Model # 38TH018300 Serial# 0590E13404	4	Quarterly	\$25.50	\$102.00	
City Hall Roof Top Trane Model # 4TWR4060G1000AA Serial# 16215C8A2F	4	Quarterly	\$25.50	\$102.00	
City Hall Roof Top Carrier Mini Split # Model 38BNB024311 Serial# Unknown	4	Quarterly	\$25.50	\$102.00	
<b>Total</b>				<b>\$1,428.00</b>	



## HVAC REPAIR & PREVENTATIVE MAINTENANCE SERVICES

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### INFORMATION TECHNOLOGY

Unit Model	Quantity	Quarterly	Quarterly Total	Annual Total	Comments
Police Department 1st Floor Inside Unit Mitsubishi Model #MSYGA24NA Serial #0001072	4	Quarterly	\$11.50	\$46.00	
Police Department 1st Floor Outside Unit Mitsubishi Model #MUY-GE24NA Serial #0000902T	4	Quarterly	\$11.50	\$46.00	
Police Department 2nd floor Radio room, located behind the 2nd floor kitchen. Inside Unit Mitsubishi Model #MSY-GE24NA Serial # 0001747	4	Quarterly	\$11.50	\$46.00	
Police Department 2nd floor Radio room, located behind the 2nd floor kitchen. Inside Unit Mitsubishi Model #MUY-GA24NA Serial # 0001036T	4	Quarterly	\$11.50	\$46.00	
2nd floor Datacenter, located across from the training room Inside Unit Odyssey Model #TWE061E100AA Serial #10392U6MBA	4	Quarterly	\$25.50	\$102.00	
Outside Unit 1 Trane Model #4TTB4030E1000AA Serial #10523PTA5F	4	Quarterly	\$25.50	\$102.00	
Outside Unit 2Trane Model #4TTB4030E1000AA Serial #10523RCD5F	4	Quarterly	\$25.50	\$102.00	
KWRF Inside Unit Gree Model # V1R12HP230V1AH Serial # 5115GS00711	4	Quarterly	\$23.00	\$92.00	
KWRF Outside Unit Gree Model # V1R12HP230V1AO Serial # 2616GS04923	4	Quarterly	\$23.00	\$92.00	
WTP Inside Unit Mitsubishi Model # MSZ-GE12NA Serial # 3005735	4	Quarterly	\$23.00	\$92.00	
WTP Outside Unit Mitsubishi Model #MUY-GE12NA Serial # 3000881	4	Quarterly	\$23.00	\$92.00	
FHP Tower Site Inside Unit Mitsubishi Model #MSY-GE18NA Serial #2000816	4	Quarterly	\$23.00	\$92.00	
FHP Tower Site Outside Unit Mitsubishi Model #MUY-GE18NA Serial #1000669	4	Quarterly	\$23.00	\$92.00	
<b>Total</b>				<b>\$1,042.00</b>	

## HVAC REPAIR & PREVENTATIVE MAINTENANCE SERVICES

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### NATURAL GAS DEPARTMENT

Unit Model	Quantity	Quarterly	Quarterly Total	Annual Total	Comments
Downstairs Trane Model #TEM4A0C42S41SBA serial 19033WAW3V	4	Quarterly	\$25.50	\$102.00	
Upstairs Trane model #TEM4A0C42S41SB serial 19182G063V	4	Quarterly	\$25.50	\$102.00	
<b>Total</b>				<b>\$204.00</b>	

## HVAC REPAIR & PREVENTATIVE MAINTENANCE SERVICES

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### PUBLIC WORKS

Unit Model	Quantity	Quarterly	Quarterly Total	Annual Total	Comments
Front of Bldg Seer Goodman 2007 Model # GSC130421AC Serial# 0703556737	4	Quarterly	\$25.50	\$102.00	
Rear of Bldg Trane 3.5 TON 2012 Model # 4TWB3042B1000BA Serial# 12231S6C4F	4	Quarterly	\$25.50	\$102.00	
Rear of Bldg Radco Model # PH10JA018-E Serial# 4603E13331	4	Quarterly	\$25.50	\$102.00	
<b>Total</b>				<b>\$306.00</b>	

## HVAC REPAIR & PREVENTATIVE MAINTENANCE SERVICES

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### RECREATION

Unit Model	Quantity	Quarterly	Quarterly Total	Annual Total	Comments
Teen Town Office AMANA Model # RHA 24B2D Serial# 0202104866	4	Quarterly	\$25.50	\$102.00	
Teen Town Bldg Rheem Model # RPWL-120CAZ Serial# F401400938	4	Quarterly	\$25.50	\$102.00	
Girls Club New Bldg (left) TRANE X1000 Model # TWRO60D100A2 Serial# Z3215EM2F	4	Quarterly	\$25.50	\$102.00	
Girls Club New Bldg (right) (No Name) Model # PH13NRO60-H Serial# 3908X70355	4	Quarterly	\$25.50	\$102.00	
Girls Club Old Bldg (left) Trane Runtru Model # A4HT4060A1000AA Serial# 20334T761F	4	Quarterly	\$25.50	\$102.00	
Girls Club Old Bldg (right) Trane Runtrue Model # A4HT4060A1000AA Serial# 20322KF91F	4	Quarterly	\$25.50	\$102.00	
<b>Total</b>				<b>\$612.00</b>	



## HVAC REPAIR & PREVENTATIVE MAINTENANCE SERVICES

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### UTILITY ANNEX

Unit Model	Quantity	Quarterly	Quarterly Total	Annual Total	Comments
Utility Annex East Unit American Standard Model # TWA090A300DA Serial # Z042KLWAH	4	Quarterly	\$25.50	\$102.00	
Utility Annex Middle Unit Trane/American Standard Model # TWA090D30RAA Serial # 110248ASYA	4	Quarterly	\$25.50	\$102.00	
Utility Annex West Unit American Standard Model # TWA090D300DA Serial # Z205XPXAH	4	Quarterly	\$25.50	\$102.00	
Executive Office Grandaire Model # WJH342000KTP0A2 Serial # C133896299	4	Quarterly	\$25.50	\$102.00	
<b>Total</b>				<b>\$408.00</b>	

## HVAC REPAIR & PREVENTATIVE MAINTENANCE SERVICES

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### WASTEWATER TREATMENT PLANT

Unit Model	Quantity	Quarterly	Quarterly Total	Annual Total	Comments
WWTP Admin Bldg American Standard (Trane) Model # 4TTA3048A4000BA Serial # 10294TA05F	4	Quarterly	\$25.50	\$102.00	
WWTP Operations Bldg American Standard (Trane) Model # 4WCC3060A000AA Serial # 9321H299H	4	Quarterly	\$25.50	\$102.00	
WWTP Effluent Bldg Bard Manufacturing Co. Model # W36A1-B06 Serial # 310F122904297-02	4	Quarterly	\$25.50	\$102.00	
WWTP RAS Bldg Carrier Model # 24ABB360A006201 Serial # 1613E27224	4	Quarterly	\$25.50	\$102.00	
KWRF Operations Bldg Trane Model # TWE090E3R3AA Serial # 16054593BA	4	Quarterly	\$25.50	\$102.00	
KWRF Operations Bldg Trane Model # TWE090E3R3AA Serial # 16031UDJBA	4	Quarterly	\$25.50	\$102.00	
KWRF Electrical Bldg Bard Manufacturing Co. Model # W60L2 - A0ZXPXXJ Serial # 324M133065642-02	4	Quarterly	\$25.50	\$102.00	
SW Reuse (PAR) Bard Manufacturing Co Model # WA602-C15BW4XXJ Serial # 155J092636738-02	4	Quarterly	\$25.50	\$102.00	
Sprayfield Control Room Goodman Manufacturing Co. Model # GSC130241AE Serial # 0706151145	4	Quarterly	\$25.50	\$102.00	
Sprayfield Office Goodman Manufacturing Co. Model # GSH130361AD Serial #0707546866	4	Quarterly	\$25.50	\$102.00	
<b>Total</b>				<b>\$1,020.00</b>	

## HVAC REPAIR & PREVENTATIVE MAINTENANCE SERVICES

Export to Excel Export to CSV

### WATER TREATMENT PLANT

Unit Model	Quantity	Quarterly	Quarterly Total	Annual Total	Comments
Admin Bldg Carrier Model# 38AKS028---601 Serial #1106Q04049	4	Quarterly	\$33.00	\$132.00	
Ozone Bldg/Gen1 Carrier Model# 25HCO342A003101 Serial# 0114E02886	4	Quarterly	\$25.50	\$102.00	
Ozone Bldg/Gen2 Trane Model# 2TTB3030A1000AA Serial# 55058UX3F	4	Quarterly	\$25.50	\$102.00	
MCC Room CU1 Carrier Model# 38ARS012—C511 Serial# 1406G40104	4	Quarterly	\$33.00	\$132.00	
MCC Room CU1 Carrier Model# 38ARS012—C511 Serial# 1406G40105	4	Quarterly	\$33.00	\$132.00	
<b>Total</b>				<b>\$600.00</b>	

## HVAC REPAIR & PREVENTATIVE MAINTENANCE SERVICES

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### REGULAR WORKING HOURS

EMPLOYEE	PER HOUR	HOURLY PAY	Comments
SERVICE MECHANIC	HOURLY PAY	\$92.00	
HELPER ( If Needed)	HOURLY PAY	\$75.50	
DUCT MECHANIC	HOURLY PAY	\$84.00	
HELPER (If Needed)	HOURLY PAY	\$57.00	

## HVAC REPAIR & PREVENTATIVE MAINTENANCE SERVICES

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### OVERTIME HOURS - MONDAY THROUGH FRIDAY 5:01PM TO 7:59AM SATURDAY, SUNDAY AND HOLIDAYS

EMPLOYEE	PER HOUR	HOURLY PAY	Comments
SERVICE MECHANIC	HOURLY PAY	\$138.00	
HELPER ( If Needed)	HOURLY PAY	\$113.25	
DUCT MECHANIC	HOURLY PAY	\$126.00	
HELPER (If Needed)	HOURLY PAY	\$85.50	

**File Attachments for Item:**

12. City Council Resolution No. 2021-046 - A resolution of the City Council of the City of Lake City, Florida, authorizing Task Assignment Number Four to the continuing contract with Mittauer & Associates, Inc., a Florida Corporation, for engineering services associated with the rehabilitation of the St. Margaret's Waste Water Treatment Facility, at a cost not-to-exceed \$168,136.00.

**CITY COUNCIL RESOLUTION NO. 2021-046**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AUTHORIZING TASK ASSIGNMENT NUMBER FOUR TO THE CONTINUING CONTRACT WITH MITTAUER & ASSOCIATES, INC., A FLORIDA CORPORATION, FOR ENGINEERING SERVICES ASSOCIATED WITH THE REHABILITATION OF THE ST. MARGARET'S WASTE WATER TREATMENT FACILITY, AT A COST NOT-TO-EXCEED \$168,136.00.**

**WHEREAS**, the City of Lake City, Florida (hereinafter the "City") entered into a Continuing Contract for Professional Services with Mittauer & Associates, Inc. (hereinafter "Mittauer & Associates"), as authorized by City Council Resolution No. 2019-022 with respect to certain studies, planning, design, and construction of improvements to the City water system, wastewater system, reuse water, stormwater systems, gas system, Lake City Gateway Airport, City recreational facilities, City Hall, City safety facilities and streets (herein collectively the "City Projects"); and

**WHEREAS**, the Continuing Contract provides that Mittauer & Associates shall perform services to the City only when requested and authorized in writing by the City, and that each request for services shall be for a specific project with the scope of the work to be defined by and embodied in a separate Task Assignment; and

**WHEREAS**, the City Council desires to enter into Task Assignment Number Four to its Continuing Contract with Mittauer & Associates for engineering services associated with the rehabilitation of the City's St. Margaret's Waste Water Treatment Facility in accordance with the terms and conditions of Task Assignment Number Four, a copy of which is attached hereto as "Exhibit A" and made a part of this resolution and the Continuing Contract.

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

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

**Section 2.** The City Council is hereby authorized to enter into Task Assignment Number Four with Mittauer & Associates for the professional services.

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

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

### **TASK ASSIGNMENT NUMBER FOUR TO THE CONTINUING CONTRACT BETWEEN THE CITY OF LAKE CITY, FLORIDA, AND MITTAUER & ASSOCIATES, INC., A FLORIDA CORPORATION, FOR PROFESSIONAL ENGINEERING SERVICES**

THIS TASK ASSIGNMENT NUMBER FOUR made and entered into this \_\_\_\_ day of April 2021, by and between the CITY OF LAKE CITY, FLORIDA, a municipal corporation, located at 205 North Marion Avenue, Lake City, Florida 32055 (hereinafter the "City"), and Mittauer & Associates, Inc., a Florida corporation (hereinafter the "Consultant").

#### **RECITALS**

A. City and Consultant have heretofore entered into a Continuing Contract for professional consulting services as authorized by City Council Resolution No. 2019-022.

B. The Continuing Contract provides that Consultant shall perform services to the City only when requested to and authorized in writing by City and that each request for services shall be for a specific project, with the scope of the work to be performed by and compensation to be paid to Consultant for each separate project and be defined by and embodied in a separate Task Assignment.

C. The City is in need of professional engineering services associated with the rehabilitation of the St. Margarets Waste Water Treatment Facility and desires to enter into this Task Assignment Number Four with the Consultant for such services pursuant to the terms and conditions contained herein and Exhibit A, attached hereto.

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

1. **RECITALS**: The above recitals are all true and accurate and are incorporated herein and made a part of this Task Assignment Number Four.

2. **PROJECT**: The City hereby engages Consultant and Consultant agrees to furnish to City the services and work as set forth in the correspondence dated March 16, 2021, received by the City from the Consultant consisting of a total of five (5) pages and attached hereto as Exhibit A and made a part of this Task Assignment.

3. **COMPENSATION TO CONSULTANT**: City shall pay Consultant for its services a not-to-exceed total fee of one hundred sixty-eight thousand one hundred thirty-six dollars (\$168,136.00) for the following work:

- A. Civil Engineering Design (\$72,320.00); and
- B. Permit Applications (\$6,512.00); and
- C. Topographic and Equipment Survey (\$8,448.00); and
- D. Construction Bidding Services (\$11,032.00); and
- E. Construction Administration (\$56,240.00); and
- F. Facility Start-Up Services (\$4,800.00); and
- G. Record Drawings and O&M Manual (\$8,784.00); and

The Consultant shall submit invoices monthly to the City and the City agrees to pay said invoices pursuant to the Local Government Prompt Payment Act. However, in no event shall Consultant be entitled to payment in excess of

the aforementioned amounts.

4. **PROVISIONS OF CONTINUING CONTRACT:** The terms, provisions, conditions, and requirements of the Continuing Contract are incorporated herein and made a part of this agreement and shall be complied with by Consultant. Should any conflict arise between the terms and conditions set forth herein and the Continuing Contract, the terms and conditions of the Continuing Contract shall be controlling. Should any conflict arise between the terms and conditions set forth in the attached exhibit with either the Continuing Contract or this Task Assignment, the conflicts shall be construed in favor of the Continuing Contract first and then, if applicable, this Task Assignment.

5. **ATTORNEYS' FEES AND COSTS.** In the event of breach by either party of the Continuing Contract or any Task Assignment, the breaching party shall be liable for, and agrees to pay, all costs and expenses incurred in the enforcement of this Continuing Contract or any Task Assignment, including reasonable attorneys' fees and legal costs and fees incurred in seeking reasonable attorneys' fees.

6. **ENTIRE AGREEMENT.** This Task Assignment, and the Continuing Contract, constitute the entire agreement between City and Consultant and supersedes all prior written or oral understandings with respect to the project. This Task Assignment may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

7. **PARTIES BOUND.** This Task Assignment Number Four shall be

binding upon and shall inure to the benefit of City and Consultant, their successors and assigns.

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

**CITY OF LAKE CITY, FLORIDA**

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

ATTEST:

Approved as to form and legality:

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

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

**MITTAUER & ASSOCIATES, INC.**

By: \_\_\_\_\_  
Joseph A. Mittauer,  
President & Secretary



**MITTAUER**  
**& ASSOCIATES, INC.**  
CONSULTING ENGINEERS &  
PROJECT FUNDING SPECIALISTS

580-1 WELLS ROAD  
ORANGE PARK, FL 32073  
PHONE: (904) 278-0030  
FAX: (904) 278-0840  
WWW.MITTAUER.COM

March 16, 2021

Mayor and City Council  
City of Lake City  
205 N. Marion Ave.  
Lake City, FL 32055-3918

RE: Engineering Services Agreement  
SMWWTF Rehabilitation  
City of Lake City, Florida  
Mittauer & Associates, Inc. Project No. 8904-20-1

Dear Mayor and City Council:

We are pleased to present the following proposal for Engineering Services in conjunction with the rehabilitation of the St. Margarets WWTF located in Lake City, Florida. Mittauer & Associates, Inc., hereinafter referred to as the Engineer, proposes to provide services as described in the Scope of Services to the City of Lake City, the Client, for the fees stipulated hereafter.

## **SCOPE OF SERVICES**

### **ITEM A - ENGINEERING DESIGN**

The Engineer shall prepare plans and technical specifications (as required) for the following WWTF improvements as approved by the City and identified in the report titled 'St. Margarets WWTF Assessment' dated February 2020:

1. Clarifier Flow Splitter: Hydraulic inadequacies will be addressed through proper weir sizing and elevation adjustments. The inside of the steel structure will receive a high quality coating system. Bypassing of the Clarifier Flow Splitter will be provided during construction.
2. Aerobic Digester: The handrail located on top of the structure will be completed to eliminate potential hazardous situations. The aerobic digester rehabilitation will include a comprehensive regimen of concrete tankage and walkway repair. The RAS/WAS pump building will be repainted and coated. The roof will also be replaced.
3. Mechanical Screening: A second Climber Screen will be installed in the parallel channel which currently contains the manual bypass bar rack. The existing Climber Screen will be completely refurbished, excluding its control panel. A new manual bar rack will be installed in the grit

chamber bypass channel, which will allow temporary bypassing of the mechanical screens as well as the grit removal unit for maintenance. Coating of the platform system structure will be completed. Horizontal concrete surfaces and existing process piping will be cleaned and recoated.

4. Chlorine Contact Chamber: The capability for compartment draining will be incorporated. The two existing slide gates will be replaced with slide gates that utilize modern seating materials that are resistant to binding. The tank will receive a crack repair regimen that will target and seal current cracks. The lower platform and supports will be replaced with appropriately sized I-bar grating and aluminum support structure. The elevation difference between the two platforms will also be addressed.
5. Effluent Pumping Station: The existing effluent pumps will be replaced with similar pumps. Their associated isolation valves, check valves, and pressure gauges will also be replaced. A concrete crack repair regimen will be put in place. The concrete sidewalk adjacent to the electrical building will be removed and replaced. The elevation difference between the pump pad and adjacent sidewalk will be corrected as part of the concrete repair work. The existing pump VFD's will not be replaced as part of this scope.
6. Drain Valves: New valves will be installed in the existing drain lines from the Aeration Tanks, in the drain lines from Clarifier Nos. 1 and 2, and in the outlet pipes from Aerobic Digester Nos. 1 and 2. The existing valves will be removed and insertion valves will be installed in the existing piping.
7. Painting of Tanks, Buildings, and Piping: The existing coating systems on the concrete tankage, building exteriors, and aboveground process piping will be removed via pressure washing/sandblasting and re-coated with a quality industrial coating system.
8. In-Plant Reuse Piping: The existing cast iron and galvanized in-plant reuse piping will be replaced with new PVC pipe. The existing piping would be abandoned in place. The new PVC pipe will be installed along with new hose assemblies. Existing above-ground in-plant reuse piping serving tanks/structures will not be replaced but will be connected to with the new PVC piping.
9. Demolition of Abandoned Concrete Structures: The old plant influent structure, the old lift station wetwell, and the old grit removal tank will be demolished and removed.

Engineer shall conduct design reviews with the City at the 60% and 100% stages of completion.

#### **ITEM B - PERMIT APPLICATIONS**

The Engineer shall prepare a Florida Department of Environmental Protection “Wastewater Permit Application Form 1 General Information”, a “Wastewater Permit Application Form 2A for Domestic Wastewater Facilities”, all required supporting documentation, and shall respond to all typical reasonable requests for additional information concerning the proposed permit application.

#### **ITEM C - TOPOGRAPHIC AND EQUIPMENT SURVEY**

The Engineer shall obtain on-site, above-ground field topographic survey information at the immediate area of improvements as necessary for the preparation of construction drawings and preparation of the permit applications. As it relates to subsurface utilities, the Engineer shall perform a Quality Level C Investigation in accordance with ASCE 38-02, Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data. Survey pricing assumes record drawings for all existing WWTF facilities are available.

#### **ITEM D - CONSTRUCTION BIDDING SERVICES**

The Engineer shall prepare bid documents for bid solicitation, review bids, and recommend an award based on the Engineer’s review. Engineering Design component Nos. 8 and 9 will be included as additive alternatives in the bid documents.

#### **ITEM E - CONSTRUCTION ADMINISTRATION**

The Engineer shall provide standard Engineering Construction Administration Services including attending a preconstruction conference; reviewing the Contractor’s material shop drawings; making periodic visits to the site to observe the progress of the various aspects of the Contractor’s work; reviewing and approval of the Contractor’s application for payment; processing change orders, if required; reviewing the Contractor’s completion documents and record drawings; and performing a final inspection of the work. Resident Observation to be performed by the City.

#### **ITEM F - FACILITY START-UP SERVICES**

The Engineer shall assist the Client in the start-up of the various design components to ensure they are functioning properly and in accordance with the design documents and to suggest adjustments/improvements to optimize operation.

#### **ITEM G - RECORD DRAWINGS AND O&M MANUAL**

The Engineer shall prepare record drawings in accordance with City’s requirements based on red-line drawings and surveyed information received from the Contractor. Engineer shall also prepare updates to the facility’s existing O&M Manual meeting FDEP requirements for the newly installed equipment (i.e., screen, flow splitter, effluent pumps, drain valves).

### **ITEMS FURNISHED BY CLIENT AT NO EXPENSE TO THE ENGINEER**

The Client shall provide a current copy of all available record drawings for the site. The Client shall provide all regulatory agency permit application fees and related items. The Engineer's scope of services does not include employment of a Resident Project Representative (RPR), the preparation of landscape plans, traffic studies, retaining wall design, geotechnical investigations, off-site design, zoning related tasks, wetlands surveys, wetlands permitting and/or wetland mitigation, flood plain permitting and/or flood plain mitigation, tree surveys, boundary or easement surveys, subdivision platting, or value engineering.

### **SCHEDULE OF FEES**

For Item A - Engineering Design, the Engineer shall be paid a lump sum fee of \$72,320.

For Item B - Permit Applications, the Engineer shall be paid a lump sum fee of \$6,512.

For Item C - Topographic and Equipment Survey, the Engineer shall be paid a lump sum fee of \$8,448.

For Item D - Construction Bidding Services, the Engineer shall be paid \$11,032.

For Item E - Construction Administration, the Engineer shall be paid a lump sum fee of \$56,240, assuming that the project is constructed by a single contractor.

For Item F - Facility Start-Up Services, the Engineer shall be paid a lump sum fee of \$4,800.

For Item G - Record Drawings and O&M Manual, the Engineer shall be paid a lump sum fee of \$8,784.

### **TOTAL ENGINEERING FEE = \$168,136**

The Engineer shall make himself available to the Client at the Engineer's standard hourly rates for additional services as requested and changes in project scope of work.

Invoices for services in progress are prepared monthly and are due in accordance with Florida Statute 218, The Local Government Prompt Payment Act. Payments which are not received in accordance herewith are subject to late fees as outlined in the Act as well as collection fees and may cause the Engineer to stop work on the Client's projects. The fees listed above do not include state sales tax, federal sales tax, or value added tax (VAT), should they be required by law.

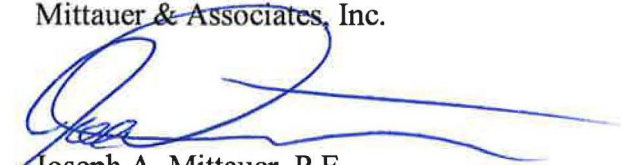


City of Lake City, Florida  
Engineering Services Agreement  
March 16, 2021  
Page 5

### ACCEPTANCE

Acceptance of this proposal may be indicated by the signature of a duly authorized official of the Client in the space provided below. One signed copy of the proposal returned to the Engineer shall serve as Notice to Proceed. Should this proposal not be accepted within a period of sixty (60) days, it shall become null and void.

Sincerely,  
Mittauer & Associates, Inc.



Joseph A. Mittauer, P.E.  
President

JAM/TPN/jpp/pj

Accepted by  
City of Lake City, Florida

By: \_\_\_\_\_

Date: \_\_\_\_\_

**File Attachments for Item:**

13. City Council Resolution No. 2021-047 - A resolution of the City Council of the City of Lake City, Florida, authorizing the execution of a Memorandum of Agreement with law enforcement agencies in northern Florida to facilitate the Gateway Initiative, North Florida High Intensity Drug Trafficking Areas, and pursue investigations of drug trafficking organizations and individuals responsible for the importation or distribution of drugs in Columbia County; providing for severability; providing for conflicts; and providing an effective date.

**CITY COUNCIL RESOLUTION NO. 2021-047**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AUTHORIZING THE EXECUTION OF A MEMORANDUM OF AGREEMENT WITH LAW ENFORCEMENT AGENCIES IN NORTHERN FLORIDA TO FACILITATE THE GATEWAY INITIATIVE, NORTH FLORIDA HIGH INTENSITY DRUG TRAFFICKING AREAS, AND PURSUE INVESTIGATIONS OF DRUG TRAFFICKING ORGANIZATIONS AND INDIVIDUALS RESPONSIBLE FOR THE IMPORTATION OR DISTRIBUTION OF DRUGS IN COLUMBIA COUNTY, FLORIDA; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City Council of the City of Lake City, Florida (hereinafter the "City"), through the Lake City Police Department, desires to enter into a Memorandum of Agreement with law enforcement agencies in Northern Florida to facilitate the Gateway Initiative, North Florida High Intensity Drug Trafficking Area (hereinafter "HIDTA GI"); and

**WHEREAS**, the mission of the HIDTA GI is to pursue investigations of drug trafficking organizations and individuals responsible for the importation or distribution of drugs in Columbia County, Florida in accordance with the terms and conditions of the Memorandum of Agreement, a copy of which is attached hereto and made a part of this resolution (hereinafter the "Agreement"); and

**WHEREAS**, the City Council finds that it is in the best interest and welfare of the public for the City to execute the Memorandum of Agreement.

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

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

**Section 2.** The Mayor, or Chief of Police, is hereby authorized to execute the Memorandum of Agreement for and on behalf of the City.

**Section 3.** Severability. Should any section, subsection, sentence, clause, phrase, or other provision of this resolution be held invalid or unconstitutional by

Page 1 of 2

a court of competent jurisdiction, such invalidity or unconstitutionality shall not be so construed as to render invalid or unconstitutional the remaining provisions of this resolution.

**Section 4.** Conflict. All resolutions or portions of resolutions in conflict with this resolution are hereby repealed to the extent of such conflict.

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

**PASSED AND ADOPTED** at a meeting of the City Council on the \_\_\_\_ day of April 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

**MEMORANDUM of AGREEMENT (MOA)**  
**GATEWAY INITIATIVE (GI)**  
**NORTH FLORIDA HIGH INTENSITY DRUG TRAFFICKING AREAS (NFHIDTA)**

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**Purpose**

The purpose of this MOA is to state the mission of the NFHIDTA GI and set forth the organizational structure and responsibilities of participating agencies.

**Mission**

The mission of the NFHIDTA GI shall be to pursue investigations of drug trafficking organizations (DTOs) and individuals responsible for the importation and/or distribution of drugs in Columbia County. Members of this Initiative will also be an integral part of domestic highway interdiction along the Georgia/Florida border. All illegally obtained assets and proceeds associated with the trafficking and/or distribution of illicit drugs will be seized.

**Agency Participation**

Law enforcement agencies participating in this Task Force shall provide officers/agents on a full-time basis for a minimum assignment period of one year. Officers/agents selected for this assignment shall be of sufficient experience and capability to conduct complex investigations of organized criminal narcotics enterprises.

The following law enforcement agencies agree to provide qualified personnel as stated above:

<b>Quantity</b>	<b>Agency</b>	<b>Full or Part-time (FT/PT)</b>
1	Columbia County Sheriff's Office Lieutenant	F/T
1	Columbia County Sheriff's Office Sergeant	F/T
3	Columbia County Sheriff's Office Detectives	F/T
1	Drug Enforcement Administration Special Agent	F/T
1	Florida Department of Law Enforcement Special Agent	F/T
1	Lake City Police Department Sergeant	F/T
1	Lake City Police Department Officer	F/T
1	Union County Sheriff's Office Detective	P/T
4	Columbia County Sheriff's Office Dep/Sheriff	P/T
3	Lake City Police Department Officers	P/T

### **Collocation/Co-mingling**

Collocation/co-mingling of full-time federal, state and local law enforcement agencies working together in the same facility is a required standard for all NFHIDTA drug task forces and squads. This includes free and open access and interaction among law enforcement agency participants in all NFHIDTA initiatives that are housed in the same facility. Efforts should be made to house multiple NFHIDTA funded initiatives composed of multi-agency participants in central location(s). Optimally, this location(s) will be devoid of any physical barriers that prohibit or hinder the interaction and co-mingling of participants between initiatives. Regardless of location, all NFHIDTA law enforcement participants and initiatives must have access to and interact with the NFHIDTA Investigative Support Center (NFHISC). This Initiative will be located in Columbia County.

### **Organizational Structure**

The Initiative will operate under the authority of the NFHIDTA Executive Board and comply with all NFHIDTA administrative and financial requirements as specified by the NFHIDTA Director. This will include, but not be limited to, participation in the preparation of the Annual Threat Assessment, Initiative and Budget Strategy and the Annual Report. The Task Force will also assist in the preparation of periodic budget and expenditure reports, case summaries and statistical accomplishment reports and other items as required by the NFHIDTA Director, Executive Board and/or Office of National Drug Control Policy (ONDCP).

### **Supervision and Coordination**

Supervision of the Initiative will be provided by the Columbia County Sheriff's Office. The Initiative Commander will be required to coordinate all investigative activity with the NFHISC and all other NFHIDTA task forces/Initiatives. The Initiative Commander will ensure that all Initiative activity is entered into the appropriate NFHISC deconfliction systems.

Law enforcement members participating in this Initiative shall adhere to their parent agency's policies and procedures and any conflict shall be resolved by the Initiative Commander or his/her designee.

### **Funding**

Subject to availability of annual appropriated funds by ONDCP, funds for payment of personnel and equipment will be provided to support this Initiative. The support may include full or partial payment for office equipment and supplies, official travel, purchase of evidence and information, overtime costs, cellular phones and other items as approved by ONDCP guidelines, the NFHIDTA Executive Board and Director. The Initiative will establish a budget for those specific expenses to be covered each year. The Initiative Commander will work with the Finance Committee and the NFHIDTA Director with regard to budget issues. Since NFHIDTA is a performance-based budgeting program, funding for this Initiative may be increased or decreased depending upon the success of achieving its goals.



### **Expenditures**

All expenditures of the participating members must comply with the financial guidelines of the ONDCP/NFHIDTA and St. Johns County Sheriff's Office, which is the funding agent for NFHIDTA.

### **Overtime**

Reimbursement for overtime costs will be at the rate of 1.5 times the hourly rate of the state/local officer up to a maximum rate per fiscal year of \$9,500 as approved by the Executive Board.

Overtime must be approved by the Initiative Commander and may only be earned after completing an eight-hour workday at the Task Force.

Overtime paid to any state/local officer through Organized Crime/Drug Enforcement Task Force funds will not count towards the above annual maximum; however, the total paid from all federal funds may not exceed the federal cap of 25% of a grade 12, step 1, rest of US. Further, it is the parent agency's responsibility to track and ensure that their assigned personnel do not exceed this cap.

### **Targeting Selection**

The object of the NFHIDTA is to concentrate on the most significant drug trafficking, money laundering and violent crime organizations which impact this region. All investigations are pursued with the expectation of identifying the most significant targets. Generally, the targets should meet the US Attorney's guideline for OCDETF targets and organizations. Target selection will be consistent with an intelligence-based approach to this objective. The Initiative will notify the Executive Board through the NFHIDTA Director of all investigations initiated and will make monthly reports of investigative progress and accomplishments. The NFHISC will assist the Initiative in target selection and will coordinate the collection and sharing of information among all NFHIDTA Initiatives.

### **Performance Measurements**

The HIDTA Program is a strategy driven system wherein the Executive Board assesses the drug threat identified in the region and designs a strategy to reduce that threat. The Executive Board will oversee and direct the development of NFHIDTA Initiatives to implement the strategy and target the threat. This Initiative must be focused with measurable outputs (goals/objectives) that justify the requested NFHIDTA funding. This Initiative must be re-evaluated each year by the NFHIDTA Executive Board to determine whether it should continue to be included in NFHIDTA's strategy. Goals and objectives for this Initiative and the required supporting documents used for reporting and measuring achievements will be provided.

### **Sharing of Forfeited Assets**

Sharing of forfeited assets will be handled on a case by case basis as agreed upon by participating agencies.

### **Press Policy**

The Initiative Commander(S) will coordinate all press releases with all GI agencies and the US Attorney or State Attorney, as appropriate, for all investigative matters under prosecution. A copy of all releases will be forwarded to the NFHIDTA Director. All press conferences will be coordinated by the lead agency(s) with participating agencies.

### **Drug and Alcohol Policy**

All personnel assigned to the NFHIDTA hold a position of trust and public safety; therefore, all NFHIDTA personnel are expected to maintain an alcohol and drug free work environment to protect the health and safety of the public and other NFHIDTA personnel.

### **Conclusion**

The term of the MOA shall be from the date of signature by authorized representatives of all participating agencies. Any party, upon 30 days advance written notice, may terminate this agreement. Due to the complexities of the types of investigations that will be conducted and the different agencies involved, there may be times when certain guidelines within the MOA will be decided on a case by case basis by appropriate agency representatives.



Agreed to and approved by the following agency/department heads as indicated by affixed signatures and dates.

<u>Name/Agency</u>	<u>Date</u>
_____ SAC Mark Perez Florida Department of Law Enforcement	_____
_____ SAC Keith Weis Drug Enforcement Administration	_____
_____ Sheriff Mark Hunter Columbia County Sheriff's Office	_____
_____ Chief Argatha Gilmore Lake City Police Department	_____
_____ Sheriff Brad Whitehead Union County Sheriff's Office	_____

**File Attachments for Item:**

14. City Council Resolution No. 2021-050 - A resolution of the City Council of the City of Lake City, Florida, authorizing the execution of a contract with the Florida Department of Corrections for the use of inmate labor and services through inmate work squads.

**CITY COUNCIL RESOLUTION NO. 2021-050**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AUTHORIZING THE EXECUTION OF A CONTRACT WITH THE FLORIDA DEPARTMENT OF CORRECTIONS FOR THE USE OF INMATE LABOR AND SERVICES THROUGH INMATE WORK SQUADS.**

**WHEREAS**, Section 944.10(7) and Section 946.40, Florida Statutes, and Rules 33-601.201 and 33-601.202, Florida Administrative Code, provide for the use of inmate labor in work programs; and

**WHEREAS**, the City of Lake City, Florida (hereinafter the "City") desires to use inmate labor for the purposes of providing services and performing work under the supervision of the Florida Department of Corrections (hereinafter the "Department") staff; and

**WHEREAS**, the City is a qualified and willing participant with the Department to contract for an inmate work squad; and

**WHEREAS**, the Department and City find it to be in their best interests to enter into a contract for inmate labor services pursuant to and in accordance with the terms and conditions included in a contract titled *Contract Between the Florida Department of Corrections and City of Lake City*, a copy of which is attached hereto as "Attachment A" and made a part of this resolution (hereinafter the "Contract").

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

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

**Section 2.** The City is hereby authorized to enter into the Contract with the Department and the Mayor is authorized to execute the Contract for and on behalf of the City.

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

**PASSED AND ADOPTED** at a meeting of the City Council this \_\_\_\_ day of April 2021.

**CITY OF LAKE CITY, FLORIDA**

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

ATTEST

APPROVED AS TO FORM AND  
LEGALITY:

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

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

**CONTRACT BETWEEN**  
**THE FLORIDA DEPARTMENT OF CORRECTIONS**  
**AND**  
**CITY OF LAKE CITY**

This Contract is between the Florida Department of Corrections (“Department”) and the City of Lake City (“Agency”), which are the parties hereto.

**WITNESSETH**

WHEREAS, Sections 944.10(7) and 946.40, Florida Statutes (F.S.), and Rules 33-601.201 and 33-601.202, Florida Administrative Code (F.A.C.), provide for the use of inmate labor in work programs;

WHEREAS, inmate labor will be used for the purposes of providing services and performing work under the supervision of the Department’s staff; and

WHEREAS, the Agency is a qualified and willing participant with the Department to contract for inmate work squad(s).

THEREFORE, the parties hereto find it to be in their best interests to enter into this Contract, and in recognition of the mutual benefits and considerations set forth, the parties hereto covenant and agree as follows:

**I. CONTRACT TERM/RENEWAL**

**A. Contract Term**

This Work Squad Contract shall begin on the date on which it is signed by both parties and shall end three (3) years from the date of execution. In the event this Contract is signed by the parties on different dates, the latter date shall control.

**B. Contract Renewal**

This Contract may be renewed for up to an additional three (3) year period, in whole or part, after the initial Contract term, and upon the same terms and conditions contained herein. The Contract renewal is at the Agency’s discretion with the concurrence of the Department. The decision to exercise the option to renew should be made no later than 60 calendar days prior to this Contract’s expiration.

**II. SCOPE OF CONTRACT**

**A. Administrative Functions**

1. Each party shall cooperate with the other in any litigation or claims against the other party as a result of unlawful acts committed by an inmate(s) performing services under this Contract.
2. Each party will retain responsibility for its personnel, and its fiscal and general administrative services to support this Contract.

3. Through their designated representatives, the parties shall collaborate on the development of policies and operational procedures for the effective management and operation of this Contract.

B. Description of Services

1. Responsibilities of the Department

- a. Pursuant to Rule 33-601.202(2)(a), F.A.C., supervision of the work squad(s) will be provided by the Department. The Department shall provide one (1) Correctional Work Squad Officer position to supervise an inmate work squad. This Contract provides for one (1) work squad of up to five (5) inmates.
- b. The Department shall ensure the availability of the work squad(s) except: when weather conditions are such that to check the squad(s) out would breach good security practices; when the absence of the Correctional Work Squad Officer is necessary for reasons of required participation in training or approved use of leave; when the officer's presence is required at the institution to assist with an emergency situation; when the officer is ill; or when the Correctional Work Squad Officer position is vacant. In the event a position becomes vacant, the Department shall make every effort to fill the position(s) within five (5) business days.
- c. For security and other reasons, the Department shall keep physical custody of the vehicle furnished by the Agency. Unless otherwise specified, the Agency shall maintain physical custody of all Agency trailers, all tools, equipment, supplies, materials, and personal work items (gloves, boots, hard hats, etc.) furnished to the Department by the Agency. The Agency is responsible for the maintenance of all furnished equipment.
- d. In the event of damage to property as a result of an accident charged to a Department employee, blatant acts of vandalism by inmates, or loss of tools and equipment, the Agency may request that the Department replace or repair to previous condition the damaged or lost property.
- e. The Department shall be reimbursed by the Agency for the Department's costs associated with this Contract in accordance with **Addendum A**. Once the Agency reimburses the Department for the costs reflected on **Addendum A**, Section II., these items will be placed on the Department's property records, as appropriate, and upon the end or termination of this Contract, such items will be transferred to the Agency.
- f. The Department shall, to the maximum extent possible, maintain stability in the inmate work force assigned to the work squad on a day-to-day basis in order to maximize the effectiveness of the work squad.
- g. The Department shall provide food and drinks for inmates' lunches.
- h. The Department shall be responsible for the apprehension of an escapee and handling of problem inmates. The Department shall provide transportation from the work site to the correctional facility for inmates who refuse to work, become unable to work, or cause a disruption in the work schedule.
- i. The Department shall be responsible for administering all disciplinary action taken against an inmate for infractions committed while performing work under this Contract.

- j. The Department shall provide for medical treatment of ill or injured inmates and transportation of such inmates.
- k. The Department shall provide inmates with all personal items of clothing appropriate for the season of the year.
- l. The Department shall be responsible for driving the Correctional Work Squad Officer and the inmates to and from the work site.
- m. Both parties agree that the Department is making no representations as to the level of skills of the work squad.

**2. Responsibilities of the Agency**

- a. The Agency shall periodically provide the Department's Contract Manager, or designee, with a schedule of work to be accomplished under the terms of this Contract. Deviation from the established schedule shall be reported to, and coordinated with, the Department.
- b. If required, the Agency shall obtain licenses or permits for the work to be performed. The Agency shall provide supervision and guidance for projects that require a permit or which require technical assistance to complete the project.
- c. The Agency shall ensure that all projects utilizing inmates are authorized projects of the municipality, city, county, governmental Agency, or non-profit organization and that private contractors employed by the Agency do not use inmates as any part of their labor force.
- d. The Agency shall retain ownership of any vehicles or equipment provided by the Agency for the work squad(s). The Agency shall maintain its own inventory of transportation, tools, and equipment belonging to the Agency.
- e. The Agency shall provide vehicles for transportation of the work squad(s) and is responsible for the maintenance of said vehicle.

**3. Communications Equipment**

It is the intent of this Contract that the work squad(s) maintains communication with the institution at all times. A method of communication (radios, cellular phone, etc.), shall be provided at no cost to the Department. The Agency shall provide a primary method of communication that shall be approved by the Department's Contract Manager, or designee, in writing, prior to assignment of the work squad(s). Depending upon the method of communication provided, the Department's Contract Manager, or designee, may require a secondary or back-up method of communication.

All radio communication equipment owned or purchased by the Agency that is programmed to the Department's radio frequency and used by the work squad(s), whether purchased by the Department or the Agency, shall be IMMEDIATELY deprogrammed by the Department, at no cost to the Agency, upon the end or termination of this Contract. Under no circumstances shall the Agency accept the return of radio communications equipment provided to the Department under this Contract until such time as the radio communications equipment has been deprogrammed by the Department.

At the end or termination of this Contract, the Department's Contract Manager, or designee, will contact the Department's Utility Systems/Communications Engineer in the Office of Institutions to effectuate the deprogramming of radio communications equipment provided by the Agency.

a. Vehicle Mounted Radios:

Vehicles provided by the Agency, that are or that will be equipped with a mobile/vehicle mounted radio programmed to the Department's radio frequency(ies), will be retained by the Department to ensure security of the communication equipment, except for short durations dictated by the need for vehicle and/or communications equipment maintenance and/or repair. The use of these vehicle(s) during the period covered by this Contract shall not be for any purpose other than as indicated in this Contract.

b. Hand-Held Radios:

Hand held radios provided by the Agency, that are or that will be programmed to the Department's radio frequency(ies), will be retained by the Department to ensure security of the communication equipment, except for short durations dictated by the need for maintenance and/or repair. The use of any hand-held radio(s) provided by the Agency that is programmed to a Department radio frequency utilized by the Agency during the period covered by this Contract shall not be for any purpose other than as indicated in this Contract.

c. Cellular Phones:

Cellular phones may be utilized by the Correctional Work Squad Officer as either a primary or secondary means of communication as approved by the Department's Contract Manager, or designee. The Department's Contract Manager, or designee, shall designate whether the usage of a cellular phone is required on **Addendum A**. The cellular phone will be retained by the Department and, upon the end or termination of this Contract, returned to the Agency. The use of the cellular phone is not authorized for any purposes other than as indicated in this Contract.

4. Other Equipment

The Department's Contract Manager, or designee, shall determine if an enclosed trailer is required for the work squad to transport tools and equipment utilized in the performance of this Contract, and shall notify the Agency if a trailer is necessary. The Department's Contract Manager, or designee, shall designate whether the usage of an enclosed trailer is required on **Addendum A**.

If a trailer is required, it will be provided by the Agency at no cost to the Department. If the Department is to maintain control of the trailer when the work squad(s) is not working, the Agency shall provide an enclosed trailer that can be secured when not in use. All tools and equipment utilized by the work squad shall be secured in the trailer. The Department shall maintain an inventory of all property, expendable and non-expendable, which is in the custody and control of the Department. Upon the end or termination of this Contract, the trailer and any non-expendable items will be returned to the Agency.



### III. COMPENSATION

#### A. Payment to the Department

1. **Total Operating Capital To Be Advanced By The Agency**, as delineated in Section IV., of **Addendum A**, shall be due and payable upon execution of this Contract. The Department will not proceed with the purchase until payment, in full, has been received and processed by the Department's Bureau of Finance and Accounting. Delays in receipt of these funds may result in start-up postponement or interruption of the services provided by the work squad.
2. **Total Costs To Be Billed To The Agency By Contract**, as delineated in Section VI., of **Addendum A**, will be made quarterly, in advance, with the first payment equaling one-fourth (1/4) of the total amount, due within two (2) weeks after the effective date of this Contract. The second quarterly payment is due no later than the 20<sup>th</sup> calendar day of the last month of the first Contract quarter. Payment for subsequent consecutive quarters shall be received no later than the 20<sup>th</sup> calendar day of the last month of the preceding Contract quarter.
3. In the event the Correctional Work Squad Officer position becomes vacant and remains vacant for a period of more than five (5) business days, the next or subsequent billing will be adjusted by the Department for services not provided.
4. The Agency shall insure any vehicles owned by the Agency used under this Contract.
5. The rate of compensation shall remain in effect through the term of this Contract or subsequent to legislative change. In the event there is an increase/decrease in costs identified in **Addendum A**, this Contract shall be amended to adjust to such new rates.

#### B. Official Payee

The name and address of the Department's official payee to whom payment shall be made is as follows:

Florida Department of Corrections  
Bureau of Finance and Accounting  
Attn: Professional Accountant Supervisor  
Centerville Station  
Call Box 13600  
Tallahassee, Florida 32317-3600

#### C. Submission of Invoice(s)

The name, address, and phone number of the Agency's official representative to whom invoices shall be submitted is:

Thomas Henry, Public Works Director  
City of Lake City  
180 NE Gum Swamp Road  
Lake City, Florida 32055  
Telephone: (386) 758-5400  
Fax: (386) 758-5402  
Email: [henryt@lcfla.com](mailto:henryt@lcfla.com)

#### IV. CONTRACT MANAGEMENT

The Department will be responsible for the project management of this Contract. The Department has assigned the following named individuals, addresses, and phone numbers as indicated, as the Department's Contract Manager and the Department's Contract Administrator for the Project.

A. Department's Contract Manager

The Department's Field Office Manager of Columbia Correctional Institution is designated as the Department's Contract Manager and is responsible for enforcing performance of this Contract terms and conditions and shall serve as a liaison with the Agency. The title, address, and telephone number of the Department's Contract Manager for this Contract is:

Field Office Manager  
Columbia Correctional Institution  
216 W. E. Corrections Way  
Lake City, Florida 32025  
Telephone: (386) 292-7266  
Email: [Marianne.Pridgen@fdc.myflorida.com](mailto:Marianne.Pridgen@fdc.myflorida.com)

B. Department's Contract Administrator

The Department's Contract Administrator is responsible for maintaining a Contract file on this Contract and will serve as a liaison with the Department's Contract Manager.

The title, address, and telephone number of the Department's Contract Administrator for this Contract is:

Contract Administrator  
Bureau of Procurement  
Florida Department of Corrections  
501 South Calhoun Street  
Tallahassee, Florida 32399-2500  
Telephone: (850) 717-3681  
Fax: (850) 488-7189

C. Agency's Representative

The name, address, and telephone number of the Agency's Representative is:

Thomas Henry, Public Works Director  
City of Lake City  
180 NE Gum Swamp Road  
Lake City, Florida 32055  
Telephone: (386) 758-5400  
Fax: (386) 758-5402  
Email: [henryt@lcfla.com](mailto:henryt@lcfla.com)

D. Changes to Designees

In the event that different representatives are designated by either party after execution of this Contract, notice of the name and address of the new representatives will be provided, in writing, to the other party and said notification attached to originals of this Contract.

**V. CONTRACT MODIFICATION**

Unless otherwise stated herein, modifications to provisions of this Contract shall only be valid when they have been provided, in writing, and duly signed by both parties. The parties agree to renegotiate this Contract if stated revisions of any applicable laws, regulations, or increases/decreases in allocations make changes to this Contract necessary.

**VI. TERMINATION/CANCELLATION**

This Contract may be terminated by either party upon no less than 30 calendar days notice, without cause, unless a lesser time is mutually agreed upon by both parties. Said notice shall be delivered by certified mail (return receipt requested), by other method of delivery whereby an original signature is obtained, or in-person with proof of delivery. In the event of termination, the Department will be paid for all costs incurred and hours worked up to the time of termination. The Department shall reimburse the Agency any advance payments, prorated as of the last day worked.

**VII. CONDITIONS**

A. Records

The Agency agrees to allow the Department and the public access to any documents, papers, letters, or other materials subject to the provisions of Chapter 119 and Section 945.10, F.S., made or received by the Agency in conjunction with this Contract. The Agency's refusal to comply with this provision shall constitute sufficient cause for termination of this Contract.

B. Annual Appropriation

The Department's performance under this Contract is contingent upon an annual appropriation by the legislature. It is also contingent upon receipt of payments as outlined in **Addendum A** and in Section III., COMPENSATION.

C. Disputes

Any dispute concerning performance of the Contract shall be resolved informally by the Department's Contract Manager, or designee. Any dispute that cannot be resolved informally shall be reduced to writing and delivered to the Department's Deputy Director of Institutional Operations. The Department's Deputy Director of Institutional Operations shall decide the dispute, reduce the decision to writing, and deliver a copy to the Agency, the Department's Contract Administrator, and the Department's Contract Manager.

D. Force Majeure

Neither party shall be liable for loss or damage suffered as a result of any delay or failure in performance under this Contract or interruption of performance resulting directly or indirectly from acts of God, fire, explosions, earthquakes, floods, water, wind, lightning, civil or military authority, acts of public enemy, war, riots, civil disturbances, insurrections, pandemics, strikes, or labor disputes.

E. Severability

The invalidity or unenforceability of any particular provision of this Contract shall not affect the other provisions hereof and this Contract shall be construed in all respects as if such invalid or unenforceable provision was omitted.

F. Verbal Instructions

No negotiations, decisions, or actions shall be initiated or executed by the Agency as a result of any discussions with any Department employee. Only those communications which are in writing from the Department's administrative or project staff identified in Section IV., CONTRACT MANAGEMENT, of this Contract shall be considered as a duly authorized expression on behalf of the Department. Only communications from the Agency that are signed and, in writing, will be recognized by the Department as duly authorized expressions on behalf of the Agency.

G. Governing Law and Venue

This Contract is executed and entered into in the State of Florida, and shall be construed, performed and enforced in all respects in accordance with the laws, rules and regulations of the State of Florida. Any action hereon or in connection herewith shall be brought in Leon County, Florida.

H. No Third-Party Beneficiaries

Except as otherwise expressly provided herein, neither this Contract, nor any amendment, addendum, or exhibit attached hereto, nor term, provision, or clause contained therein, shall be construed as being for the benefit of, or providing a benefit to, any party not a signatory hereto.

I. Prison Rape Elimination Act (PREA)

The Agency shall report any violations of the Prison Rape Elimination Act (PREA), Federal Rule 28 C.F.R. Part 115, to the Department's Contract Manager, or designee.

J. Cooperation with Inspector General

In accordance with Section 20.055(5), F.S., the Agency understands and will comply with its duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing.

K. Sovereign Immunity

The Agency and the Department are state agencies or political subdivisions as defined in Section 768.28, F.S., and agree to be fully responsible for acts and omissions of their own agents or employees to the extent permitted by law. Nothing herein is intended to serve as a waiver of sovereign immunity by either party to which sovereign immunity may be applicable. Further, nothing herein shall be construed as consent by a state agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of this Contract.

L. Americans with Disabilities Act

The Agency shall comply with the Americans with Disabilities Act. In the event of the Agency's noncompliance with the nondiscrimination clauses, the Americans with Disabilities Act, or with any other such rules, regulations, or orders, this Contract may be canceled, terminated, or suspended, in whole or in part, and the Agency may be declared ineligible for further Contracts.

M. Cooperation with the Florida Senate and the Florida House of Representatives

In accordance with Florida law, the Contractor agrees to disclose any requested information, relevant to the performance of this Contract, to members or staff of the Florida Senate or Florida House of Representatives, as required by the Florida Legislature. The Contractor is strictly prohibited from enforcing any nondisclosure clauses conflictive with this requirement.

Waiver of breach of any provision of this Contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Contract.

This Contract and **Addendum A** contain all of the terms and conditions agreed upon by the parties.

IN WITNESS THEREOF, the parties hereto have caused this Contract to be executed by their undersigned officials as duly authorized.

**AGENCY:**  
**CITY OF LAKE CITY**

SIGNED  
BY: \_\_\_\_\_  
  
NAME: \_\_\_\_\_  
  
TITLE: \_\_\_\_\_  
  
DATE: \_\_\_\_\_  
  
FEIN: \_\_\_\_\_

**FLORIDA DEPARTMENT OF CORRECTIONS**

**Approved as to form and legality, subject to execution.**

SIGNED  
BY: \_\_\_\_\_  
  
NAME: Kasey A. Bickley  
  
TITLE: Chief, Bureau of Procurement  
  
DATE: \_\_\_\_\_

SIGNED  
BY: \_\_\_\_\_  
  
NAME: Dorothy M. Burnsed  
  
TITLE: Deputy General Counsel  
  
DATE: \_\_\_\_\_

## Addendum A

### Inmate Work Squad Detail of Costs for City of Lake City

**Interagency Contract Number W1204, effective upon signature of both parties**

\*\*\*ENTER MULTIPLIERS IN SHADED BOXES ONLY IF TO BE INVOICED TO AGENCY\*\*\*

#### I. CORRECTIONAL WORK SQUAD OFFICER SALARIES AND POSITION RELATED-EXPENSES TO BE REIMBURSED BY THE AGENCY:

				Per Officer Annual Cost	Total Annual Cost
Officers Salary	# Officer:	Multiplier	1	\$ 54,194.00 **	\$ 54,194.00
Salary Incentive Payment				\$ 1,128.00	\$ 1,128.00
Repair and Maintenance				\$ 121.00	\$ 121.00
State Personnel Assessment				\$ 354.00	\$ 354.00
Training/Criminal Justice Standards				\$ 200.00	\$ 200.00
Uniform Purchase				\$ 400.00	\$ 400.00
Uniform Maintenance				\$ 350.00	\$ 350.00
Training/Criminal Justice Standards *				\$ 2,225.00	
<b>TOTAL - To Be Billed By Contract To Agency</b>				<u>\$ 58,972.00</u>	<u>\$ 56,747.00</u>

\*Cost limited to first year of contract as this is not a recurring personnel/position cost.

\*\* Annual cost does not include overtime pay.

- IA. **The Overtime Hourly Rate of Compensation for this Contract is \$31.85, if applicable.** (The Overtime Hourly Rate of Compensation shall include the average hourly rate of pay for a Correctional Officer and the average benefit package provided by the department, represented as time and one half for purposes of this Contract.)

#### II. ADMINISTRATIVE COSTS TO BE REIMBURSED BY THE AGENCY:

Costs include but may not be limited to the following:

Rain coats, staff high visibility safety vest, inmate high visibility safety vest, fire extinguisher, first aid kit, personal protection kit, flex cuffs, warning signs, handcuffs, Igloo coolers, portable toilets, insect repellants, masks, vaccinations, and other administrative expenses.

Number Squads	Total Annual Cost
1	<u>\$ 750.00</u>
<b>TOTAL - To Be Billed By Contract To Agency</b>	
	<u>\$ 750.00</u>

#### III. ADDITIONAL AGENCY EXPENSES:

Tools, equipment, materials and supplies not listed in Section II above are to be provided by the Agency.

CELLULAR PHONE WITH SERVICE REQUIRED: YES ☒ NO ☐  
ENCLOSED TRAILER REQUIRED: YES ☐ NO ☒

**Addendum A**  
**Inmate Work Squad Detail of Costs for City of Lake City**  
**Interagency Contract Number W1204, effective upon signature of both parties**

		Per Unit Cost	Number of Units	Total Cost	Bill To Agency	Provided By Agency	Already Exists
<b>IV. OPERATING CAPITAL TO BE ADVANCED BY AGENCY:</b>							
Hand Held Radio	MACOM	\$4969.00		\$ -	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Vehicle Mounted Radio	MACOM	\$5400.00	1	\$ -	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>TOTAL Operating Capital To Be Advanced By Agency</b>				<b>\$ -</b>			
					<b>Total Cost</b>		
<b>V. TOTAL COSTS TO BE ADVANCED BY AGENCY:</b>					\$0.00		
1. Operating Capital - from Section IV.					\$0.00		
<b>2. Grand Total - To Be Advanced By Agency At Contract Signing:</b>					<b>\$0.00</b>		
					<b>Total Cost</b>		
<b>VI. TOTAL COSTS TO BE BILLED TO AGENCY BY CONTRACT:</b>					\$56,747.00		
1. Correctional Officer Salaries and Position-Related Expenses - from Section I.					\$750.00		
2. Other Related Expenses and Security Supplies - from Section II.					\$57,497.00		
<b>3. Grand Total - To Be Billed To Agency By Contract:</b>					<b>\$57,497.00</b>		
					<b>Total Cost</b>		
<b>VII. TOTAL OF ALL COSTS ASSOCIATED WITH CONTRACT:</b> (Total of Sections V. and VI.)							
				<b>TOTAL</b>	<b>\$57,497.00</b>		
<b>VIII. OVERTIME COSTS:</b>							
If the contracting Agency requests overtime for the work squad which is approved by the Department, the contracting Agency agrees to pay such costs and will be billed separately by the Department for the cost of overtime.							

**Addendum A - INSTRUCTIONS**  
**Inmate Work Squad Detail of Costs for City of Lake City**  
**Interagency Contract Number W1204, effective upon signature of both parties**

- Section I.** Costs in this section are determined each fiscal year by the Budget and Management Evaluation Bureau and are fixed. By entering the number of Officers required for this contract, the spreadsheet will automatically calculate the "Total Annual Cost" column. If this Work Squad is beyond the first year of existence, enter a zero (0) in the "Total Annual Cost" column for "Training/Criminal Justice Standards" after you have entered the "# Officers Multiplier".
- Section II.** Safety and environmental health procedures require safety measures such as the use of safety signs, vests, and clothing. The Department's procedure for Outside Work Squads requires that all Work Squad Officers be responsible for ensuring their squad is equipped with a first aid kit and a personal protection equipment (PPE) kit. Section II identifies such required equipment. A new squad must be sufficiently equipped and an on-going squad must be re-supplied when needed. Type in the number of squads used for this contract and the spreadsheet will automatically calculate the fixed annual expense of \$750.00 per squad and place the total in Section VI.
- Section III.** Check "Yes" or "No" to indicate whether a Cellular Phone with Service and/or an Enclosed Trailer is required by the Contract Manager.
- Section IV.** The Department's procedure for Outside Work Squads requires that they have at least one (1) primary means of direct communication with the Institution's Control Room. Communication via radio and/or cellular phone is appropriate. It is preferred that a backup, secondary means of communication also be available. It is the Agency's responsibility to provide them. If the Department purchases a radio(s), the Agency must fund the purchase at the time the Contract is signed. Check the box for the type of radio and fill in the Per Unit Cost for the type of radio, Number of Units, and Total Cost columns. Leave the Total Cost column blank if a radio(s) is not being purchased at this time. Check applicable boxes ("Bill to Agency", "Provided by Agency" and "Already Exists") for each radio.  
**NOTE:** All radio communication equipment owned or purchased by the Agency that is programmed to the Department's radio frequency and used by the work squad(s), whether purchased by the Department or the Agency, shall be IMMEDIATELY deprogrammed by the Department at no cost to the Agency upon the end or termination of this Contract.
- Section V.** The total funds the Agency must provide at the time the contract is signed will be displayed here when the form is properly filled out.
- Section VI.** The total funds the Agency will owe contractually, and pay in equal quarterly payments, will be displayed here.
- Section VII.** The total funds associated with the Contract, to be paid by the Agency as indicated in Sections V. and VI., will be displayed here.
- Section VIII.** Any agreement in this area will be billed separately as charges are incurred.



**File Attachments for Item:**

15. City Council Resolution No. 2021-051 - A resolution of the City Council of the City of Lake City, Florida, ratifying the Mayor's extension of the State of Emergency arising from the COVID-19 Public Health Emergency.

**CITY COUNCIL RESOLUTION NO. 2021-051**

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

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

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

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

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

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

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

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

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

**WHEREAS**, on August 7, 2020, the Governor issued Executive Order 20-193 extending the statewide state of emergency, as well as those exceptions provided for in Executive Order 20-69, until October 1, 2020; and

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

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

**WHEREAS**, on November 3, 2020, the Governor issued Executive Order 20-276 extending the statewide state of emergency until January 2, 2021; and

**WHEREAS**, on December 29, 2020, the Governor issued Executive Order 20-316 extending the statewide state of emergency until February 27, 2021; and

**WHEREAS**, on February 26, 2021, the Governor issued Executive Order 21-45 extending the statewide state of emergency until 12:01 a.m. on April 27, 2021; and

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

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

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

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

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

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

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

**PASSED AND ADOPTED** at a meeting of the City Council this \_\_\_\_ day of April 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 March 16, 2021.

**NOW, THEREFORE, I, Stephen M. Witt, Mayor of the City of Lake City, Florida, do hereby extend the State of Emergency due to the COVID-19 health concerns for an additional seven (7) days effective March 16, 2021.**



Seal of the City of Lake City  
State of Florida

*In witness whereof, I have hereunto set my hand and caused this seal to be affixed this 16<sup>th</sup> day of March 2021.*

*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 March 23, 2021.*

**NOW, THEREFORE, I, Stephen M. Witt, Mayor of the City of Lake City, Florida, do hereby extend the State of Emergency due to the COVID-19 health concerns for an additional seven (7) days effective March 23, 2021.**



Seal of the City of Lake City  
State of Florida

*In witness whereof, I have hereunto set my hand and caused this seal to be affixed this 23<sup>rd</sup> day of March 2021.*

  
Stephen M. Witt, Mayor  
City of Lake City



# Proclamation

## STATE OF EMERGENCY EXTENSION COVID-19

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

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

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

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

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

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

**WHEREAS,** *this Proclamation is issued to extend the state of emergency for seven (7) days effective March 30, 2021.*

**NOW, THEREFORE, I, Stephen M. Witt, Mayor of the City of Lake City, Florida, do hereby extend the State of Emergency due to the COVID-19 health concerns for an additional seven (7) days effective March 30, 2021.**



Seal of the City of Lake City  
State of Florida

*In witness whereof, I have hereunto set my hand and caused this seal to be affixed this 30<sup>th</sup> day of March 2021.*

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

**File Attachments for Item:**

16. City Council Resolution No. 2021-052- A resolution of the City Council of the City of Lake City, Florida, authorizing the City to enter into an agreement with the State of Florida, Department of Transportation, related to utility work to be performed on U.S. Highway 90 from Shana Way to Baya Avenue; agreeing to pay the State of Florida, Department of Transportation a cost not-to-exceed \$12,210.00 for the utility work, and establishing an effective date.



**CITY COUNCIL RESOLUTION NO. 2021-052**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AUTHORIZING THE CITY TO ENTER INTO AN AGREEMENT WITH THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION, RELATED TO UTILITY WORK TO BE PERFORMED ON U.S. HIGHWAY 90 FROM SHANA WAY TO BAYA AVENUE; AGREEING TO PAY THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION A COST NOT-TO-EXCEED \$12,210.00 FOR THE UTILITY WORK, AND ESTABLISHING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Lake City, Florida (hereinafter the “City”) owns or controls certain utility facilities (hereinafter the “Facilities”), more specifically identified in the *Utility Work by Highway Contractor Agreement* attached hereto as Exhibit A, located along U.S. Highway 90 (hereinafter the “Project”); and

**WHEREAS**, the State of Florida, Department of Transportation (hereinafter the “Department”), is currently engaged in a project which involves constructing, reconstructing, or otherwise changing a public road and other improvements located on a public road or publicly owned rail corridor identified as, U.S. Highway 90; and

**WHEREAS**, the Project requires minor modifications to the Facilities or the Department’s design (hereinafter “Utility Work”), more particularly described in Exhibit A; and

**WHEREAS**, the City Council finds that contracting with the Department at a cost not-to- exceed \$12,210.00, for the Department to complete the Utility Work is in the best interests of the City.

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

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

**Section 2.** The City is hereby authorized to execute the *Utility Work by Highway Contractor Agreement* with the Department.

**Section 3.** The City Manager and City Attorney are authorized to make

FLK/aj  
03/30/2021

such reasonable changes and modifications to the *Utility Work by Highway Contractor Agreement* as may be deemed necessary to be in the best interest of the City and its citizens. The Mayor is authorized and directed to execute and deliver the *Utility Work by Highway Contractor Agreement* in the name and on behalf of the City, with such changes, amendments, modifications, omissions, and additions made by the City Manager and City Attorney, if any. Execution by the Mayor and the Department of Transportation shall be deemed to be conclusive evidence of approval of such changes, amendments, modifications, omissions, and additions, if any.

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

MEETING DATE
March 15, 2021

# CITY OF LAKE CITY

## Report to Council

COUNCIL AGENDA	
SECTION	
ITEM NO.	

**SUBJECT:** DOT Manhole and Valve Boxes Adjustment (Project ID 443313-1)

**DEPT / OFFICE:** Distribution & Collections

<b>Originator:</b> Brian Scott, Director of Distribution and Collections		
<b>City Manager</b> Joseph Helfenberger	<b>Department Director</b> Paul Dyal	<b>Date</b> 03-05-2021
<b>Recommended Action:</b> Council approval to pay the Department of Transportation from funds in account 410.78.36-060.64.		
<b>Summary Explanation &amp; Background:</b> <p>The City of Lake City Distributions &amp; Collections department is requesting funds to pay the Florida Department of Transportation (FDOT) \$12,210.00 for the FDOT Manhole and Valve Adjustment Project (ID 443313-1). The costs to be paid to FDOT reflect City of Lake City water/sewer valve box and manhole frame/cover tops vertical adjustments (includes lowering and/or raising existing, as required), this work will be included with the FDOT's construction project in Columbia County on US 90 from Shana Way to Baya Ave.</p> <p>These type of agreements between the City and FDOT are beneficial to the City as we have assets within FDOT work areas. Having this work completed by FDOT contractors alleviates the City from being held responsible for holding up FDOT contractors and delaying the project. These agreements also release the City from any liability within the project area as all work is performed under FDOT specifications/inspectors and no City staff is involved in the construction aspect.</p>		
<b>Alternatives:</b> <p>Have City Staff do the work and run the risk of delaying FDOT's work schedule.</p>		
<b>Source of Funds:</b> <p>410.78.536-060.64</p>		
<b>Financial Impact:</b> <p>\$12,210.00.</p>		
<b>Exhibits Attached:</b> <p>1)</p>		

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**UTILITY WORK BY HIGHWAY CONTRACTOR AGREEMENT**  
(LUMP SUM)

Form No. 710-010-57  
UTILITIES  
07/14

<b>Financial Project ID: 443313-1</b>	<b>Federal Project ID: D221-064-B</b>
<b>Financial Project ID:</b>	
<b>Financial Project ID:</b>	
<b>Financial Project ID:</b>	
<b>County: Columbia</b>	<b>State Road No.: 10</b>
<b>District Document No: 1</b>	
<b>Utility Agency/Owner (UAO): City of Lake City</b>	

**THIS AGREEMENT**, entered into this \_\_\_\_\_ day of \_\_\_\_\_, year of \_\_\_\_\_, by and between the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**, hereinafter referred to as the "**FDOT**," and \_\_\_\_\_ **City of Lake City**, hereinafter referred to as the "**UAO**";

**WITNESSETH:**

**WHEREAS**, the **UAO** owns certain utility facilities which are located on the public road or publicly owned rail corridor identified below, hereinafter referred to as the "Facilities" (said term shall be deemed to include utility facilities as the same may be relocated, adjusted, or placed out of service); and

**WHEREAS**, the **FDOT**, is currently engaging in a project which involves constructing, reconstructing, or otherwise changing a public road and other improvements located on a public road or publicly owned rail corridor identified as US 90, State Road No. 10, hereinafter referred to as the "Project"; and

**WHEREAS**, the Project requires minor modifications to the Facilities or the **FDOT's** design more particularly described in Exhibit A attached hereto and by this reference made a part hereof, hereinafter referred to as "Utility Work," and full plans and technical specifications for the Utility Work are not required; and

**WHEREAS**, the **FDOT** will perform the Utility Work as part of the Project; and

**WHEREAS**, the **UAO**, pursuant to the terms and conditions hereof, will bear certain costs associated with the Utility Work; and

**WHEREAS**, the **FDOT** and the **UAO** desire to enter into an agreement which establishes the terms and conditions applicable to the Utility Work;

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants contained herein, the **FDOT** and the **UAO** hereby agree as follows:

**1. Performance of Utility Work**

- a. The **FDOT** will include the Utility Work in its plans and specifications for the Project and will include the Utility Work as part of the **FDOT's** construction of the Project. The preparation of the plans and specifications and the construction of the Project will be performed in such manner as the **FDOT**, in its discretion, deemed appropriate.
- b. All location, protection, relocation, adjustment, or removal of the **UAO's** Facilities which is not listed in Exhibit A shall be performed pursuant to a separate agreement.

**2. Cost of Utility Work**

- a. The **UAO** will, at least thirty (30) calendar days prior to the date on which the **FDOT** advertises the Project for bids, pay the **FDOT** the amount of \$ 12,210.00 for the cost of the Utility Work. Said amount will be deposited into the State Transportation Trust Fund.

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- b. The **FDOT** and the **UAO** acknowledge and agree that the amount stated above includes an additional ten percent (10%) to cover the **UAO's** obligation for the cost of the Utility Work as set forth in Section 337.403(1)(b), Florida Statutes.
- c. Except for costs associated with any changes or additions to the Utility Work, the **FDOT** and the **UAO** agree that the deposit shall be an asset of the **FDOT** and that it constitutes a full and final lump sum payment for the cost of the Utility Work, without any requirement for a subsequent accounting for the use of the deposit.
- d. Pursuant to Section 337.403(1)(b), Florida Statutes, no changes or additions to the Utility Work will be made during the construction of the Project unless the **UAO** has made an additional deposit to cover the cost of the changes or additions. To the extent that the amount stated in Subparagraph 2.a. above exceeds the amount of the **FDOT contractor's** bid that applies to the Utility Work, such excess may be applied to cover the cost of the changes or additions. All changes or additions shall be subject to the limitations on supplemental agreements and change orders contained in Section 337.11(8), Florida Statutes.

**3. Default**

- a. In the event that the **UAO** breaches any provision of this Agreement, then in addition to any other remedies which are otherwise provided for in this Agreement, the **FDOT** may exercise one or more of the following options, provided that at no time shall the **FDOT** be entitled to receive double recovery of damages:
  - (1) Terminate this Agreement if the breach is material and has not been cured within 60 days from written notice thereof from the **FDOT**.
  - (2) Pursue a claim for damages suffered by the **FDOT**.
  - (3) Suspend the issuance of further permits to the **UAO** for the placement of Facilities on **FDOT** property if the breach is material and has not been cured within 60 days from written notice thereof from **FDOT** until such time as the breach is cured.
  - (4) Pursue any other remedies legally available.
  - (5) Perform any work with its own forces or through contractors and seek repayment for the cost thereof under Section 337.403(3), Florida Statutes.
- b. In the event that the **FDOT** breaches any provision of this Agreement, then in addition to any other remedies which are otherwise provided for in the Agreement, the **UAO** may exercise one or more of the following options:
  - (1) Terminate this Agreement if the breach is material and has not been cured within 60 days from written notice thereof from the **UAO**.
  - (2) Pursue any other remedies legally available.
- c. Termination of this Agreement shall not relieve either party from any obligations it has pursuant to other agreements between the parties and from any statutory obligations that either party may have with regard to the subject matter hereof.

**4. Indemnification**

**FOR GOVERNMENT-OWNED UTILITIES:**

To the extent provided by law, the **UAO** shall indemnify, defend, and hold harmless the **FDOT** and all of its

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officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any acts, action, error, neglect, or omission by the **UAO**, its agents, employees, or contractors during the performance of the Agreement, whether direct or indirect, and whether to any person or property to which **FDOT** or said parties may be subject, except that neither the **UAO**, its agents, employees, or contractors will be liable under this section for damages arising out of the injury or damage to persons or property directly caused by or resulting from the negligence of the **FDOT** or any of its officers, agents, or employees during the performance of this Agreement.

When the **FDOT** receives a notice of claim for damages that may have been caused by the **UAO** in the performance of services required under this Agreement, the **FDOT** will immediately forward the claim to the **UAO**. The **UAO** and the **FDOT** will evaluate the claim and report their findings to each other within fourteen (14) working days and will jointly discuss options in defending the claim. After reviewing the claim, the **FDOT** will determine whether to require the participation of the **UAO** in the defense of the claim or to require the **UAO** to defend the **FDOT** in such claim as described in this section. The **FDOT's** failure to notify the **UAO** of a claim shall not release the **UAO** from any of the requirements of this section. The **FDOT** and the **UAO** will pay their own costs for the evaluation, settlement negotiations, and trial, if any. However, if only one party participates in the defense of the claim at trial, that party is responsible for all costs.

**FOR NON-GOVERNMENT-OWNED UTILITIES:**

The **UAO** shall indemnify, defend, and hold harmless the **FDOT** and all of its officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any acts, action, error, neglect, or omission by the **UAO**, its agents, employees, or contractors during the performance of the Agreement, whether direct or indirect, and whether to any person or property to which **FDOT** or said parties may be subject, except that neither the **UAO**, its agents, employees, or contractors will be liable under this section for damages arising out of the injury or damage to persons or property directly caused by or resulting from the negligence of the **FDOT** or any of its officers, agents, or employees during the performance of this Agreement.

The **UAO's** obligation to indemnify, defend, and pay for the defense or at the **FDOT's** option, to participate and associate with the **FDOT** in the defense and trial of any damage claim or suit and any related settlement negotiations, shall arise within fourteen (14) days of receipt by the **UAO** of the **FDOT's** notice of claim for indemnification to the **UAO**. The notice of claim for indemnification shall be served by certified mail. The **UAO's** obligation to defend and indemnify within fourteen (14) days of such notice shall not be excused because of the **UAO's** inability to evaluate liability or because the **UAO** evaluates liability and determines the **UAO** is not liable or determines the **FDOT** is solely negligent. Only a final adjudication or judgment finding the **FDOT** solely negligent shall excuse performance of this provision by the **UAO**. The **UAO** shall pay all costs and fees related to this obligation and its enforcement by the **FDOT**. The **FDOT's** delay in notifying the **UAO** of a claim shall not release **UAO** of the above duty to defend.

**5. Force Majeure**

Neither the **UAO** nor the **FDOT** shall be liable to the other for any failure to perform under this Agreement to the extent such performance is prevented by an act of God, war, riots, natural catastrophe, or other event beyond the control of the non-performing party and which could not have been avoided or overcome by the exercise of due diligence; provided that the party claiming the excuse from performance has (a) promptly notified the other party of the occurrence and its estimate duration, (b) promptly remedied or mitigated the effect of the occurrence to the extent possible, and (c) resumed performance as soon as possible.

**6. Miscellaneous**

- a. To the Facilities shall at all times remain the property of and be properly protected and maintained by the **UAO** in accordance with the then current Utility Accommodation Manual and the current

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utility permit for the Facilities.

- b. Pursuant to Section 287.058, Florida Statutes, the **FDOT** may unilaterally cancel this Agreement for refusal by the **UAO** to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the **UAO** in conjunction with this Agreement.
- c. This Agreement constitutes the complete and final expression of the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, or negotiations with respect thereto, except that the parties understand and agree that the **FDOT** has manuals and written policies and procedures which shall be applicable at the time of the Project and the relocation of the Facilities and except that the **UAO** and the **FDOT** may have entered into other agreements for work not included in Exhibit A for Facilities located within the limits of the Project. Copies of **FDOT** manuals, policies, and procedures will be provided to the **UAO** upon request.
- d. This Agreement shall be governed by the laws of the State of Florida. Any provision hereof found to be unlawful or unenforceable shall be severable and shall not affect the validity of the remaining portions hereof.
- e. Time is of essence in the performance of all obligations under this Agreement.
- f. All notices required pursuant to the terms hereof may be sent by first class United States Mail, facsimile transmission, hand delivery, or express mail and shall be deemed to have been received by the end of five business days from the proper sending thereof unless proof of prior actual receipt is provided. The **UAO** shall have a continuing obligation to notify each District of the **FDOT** of the appropriate persons for notices to be sent pursuant to this Agreement. Unless otherwise notified in writing, notices shall be sent to the following addresses:

If to the **UAO**:

Stephen Witt, Mayor
City of Lake City
205 N Marion Avenue
Lake city, Florida 32055

If to the **FDOT**:

John McCarthy
Florida Department of Transportation
1109 S Marion Avenue
Lake Citry, Florida 32025

**7. Certification**

This document is a printout of an **FDOT** form maintained in an electronic format and all revisions thereto by the **UAO** in the form of additions, deletions, or substitutions are reflected only in an Appendix entitled Changes to Form Document and no change is made in the text of the document itself. Hand notations on affected portions of this document may refer to changes reflected in the above-named Appendix but are for reference purposes only and do not change the terms of the document. By signing this document, the **UAO** hereby represents that no change has been made to the text of this document except through the terms of the appendix entitled Changes to Form Document."

You MUST signify by selecting or checking which of the following applies:

- ☒ No changes have been made to this Form Document and no Appendix entitled "Changes to Form Document" is attached.



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- ☐ No changes have been made to this Form Document, but changes are included on the attached Appendix entitled "Changes to Form Document."

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective the day and year first written.

UTILITY: City of Lake City

BY: (Signature)

DATE: \_\_\_\_\_

(Typed Name: Stephen Witt)

(Typed Title: Mayor, City of Lake City)

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Recommend Approval by the District Utility Office

BY: (Signature)

DATE: \_\_\_\_\_

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FDOT Legal review

BY: (Signature)

DATE: \_\_\_\_\_

District Counsel

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STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION

BY: (Signature)

DATE: \_\_\_\_\_

(Typed Name: \_\_\_\_\_)

(Typed Title: \_\_\_\_\_)

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FEDERAL HIGHWAY ADMINISTRATION (if applicable)

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

(Typed Name: \_\_\_\_\_)

(Typed Title: \_\_\_\_\_)

**WORKSHEET FOR LUMP SUM AGREEMENT FOR ALACHUA, BAKER, BRADFORD, COLUMBIA, DIXIE, GILCHRIST, HAMILTON, LAFAYETTE, LEVY, MADISON, PUTNAM, SUWANNEE, TAYLOR, AND UNION COUNTIES**

**FPID: 443313-1**

**UAO: City of Lake City**

**NOTE: This worksheet is intended for calculating the lump sum agreement amount only and is not intended to be an attachment or appendix to the Lump Sum Utility Agreement. The below notes are for informational purposes to the Utility Coordinator only.**

<b>PAVEMENT</b>	<b>EACH</b>	<b>QUANTITY</b>	<b>TOTAL AMOUNT</b>
QUANTITY 425-5-1 MANHOLE	\$1,150.00	2	\$2,300.00
QUANTITY 425-6 VALVE	\$800.00	9	\$7,200.00
<b>SIDEWALK/ ADA/ RAMPS</b>	<b>EACH</b>	<b>QUANTITY</b>	<b>TOTAL AMOUNT</b>
QUANTITY 425-5-1 MANHOLE	\$575.00		\$0.00
QUANTITY 425-6 VALVE	\$400.00	4	\$1,600.00
+10% STATUE REQUIREMENTS			\$1,110.00
<b>GRAND TOTAL</b>			<b>\$12,210.00</b>

**NOTES:**

If there is only one adjustment you will need to add an additional 50%

USE ½ PRICE FOR MANHOLES OR VALVES IN SIDEWALK/ADA RAMPS/DITCHWORK (ONLY 1 ADJUSTMENT IS NEEDED).

IF WATER METER ADJUSTMENTS ARE NEEDED PLEASE NOTE AND USE PAY ITEM AND PRICE FOR WATER VALVE. REMEMBER TO LET PROJECT MANAGER AND DESIGN CONSULTANT KNOW TO ADD THE FOLLOWING PAY ITEM NOTE: WATER METERS ARE INCLUDED IN WATER VALVE PAY ITEM.

IF FDOT CONTRACTOR IS TO PERFORM ADJUSTMENTS INCLUDE THE FOLLOWING NOTE IN SECTION B OF THE UTILITY WORK SCHEDULE: FDOT CONTRACTOR SHALL ADJUST MANHOLES/VALVES/WATER METERS AS NOTED IN ROADWAY PLANS.

IF UAO IS PERFORMING ADJUSTMENTS EACH LOCATION NEEDS TO BE IDENTIFIED IN THE UTILITY WORK

**File Attachments for Item:**

17. City Council Resolution No. 2021-053 - A resolution of the City Council of the City of Lake City, Florida, authorizing the execution of a commercial contract with Millennium Bank, a foreign profit corporation, for the purchase of both real and personal property; authorizing the costs associated with title and closing procedures; authorizing a purchase price not-to-exceed \$1,100,000.00.

**CITY COUNCIL RESOLUTION NO. 2021-053**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AUTHORIZING THE EXECUTION OF A COMMERCIAL CONTRACT WITH MILLENNIUM BANK, A FOREIGN PROFIT CORPORATION, FOR THE PURCHASE OF BOTH REAL AND PERSONAL PROPERTY; AUTHORIZING THE COSTS ASSOCIATED WITH TITLE AND CLOSING PROCEDURES; AUTHORIZING A PURCHASE PRICE NOT-TO-EXCEED \$1,100,000.00.**

**WHEREAS**, the City Council of the City of Lake City, Florida (hereinafter the “City”) intends to purchase and construct commercial property to house City administrative offices as a City Hall; and

**WHEREAS**, the City Council through the city administration has negotiated the terms and conditions of a *Commercial Contract* (attached hereto as “Exhibit A”) for the purchase of real property as well as personal property (hereinafter collectively the “Property”), with Millennium Bank, as the seller; and

**WHEREAS**, the city administration recommends the purchase of the aforementioned Property, more specifically identified in the *Commercial Contract*; and

**WHEREAS**, the City Council finds that it is in the City’s best interest to purchase the Property identified in the *Commercial Contract*.

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

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

**Section 2.** The Mayor is hereby authorized to execute all documentation necessary to fulfill the City’s obligations pursuant to the *Commercial Contract*.

*[Remainder of this page left blank intentionally.]*

**Section 3.** This resolution shall be effective as of the date of its adoption.

**PASSED AND ADOPTED** at a meeting of the City Council on the \_\_\_\_ day of April 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

## Commercial Contract

1. PARTIES AND PROPERTY: \_\_\_\_\_ City of Lake City \_\_\_\_\_ ("Buyer")

agrees to buy and \_\_\_\_\_ Millennium Bank \_\_\_\_\_ ("Seller")

agrees to sell the property at:

Street Address: 300 Block of NW Main Blvd, 129 NW Hillsboro St and 173 NW Hillsboro Street, Lake City, FL 32055

Legal Description: Lengthy legal description being generally described as North Division, City of Lake City, Block 71,

Block 72 (less Theatre Building) and Block 62, less and except right-of-way. See Addenda for further detail.

and the following Personal Property: Furnishings and security system

(all collectively referred to as the "Property") on the terms and conditions set forth below.

2. PURCHASE PRICE: \$ 1,100,000.00

(a) Deposit held in escrow by: \_\_\_\_\_ Guy Norris; Norris & Norris, P.A. \_\_\_\_\_ \$ 0.00  
("Escrow Agent") (checks are subject to actual and final collection)

Escrow Agent's address: 253 NW Main Blvd, Lake City, FL Phone: 386-752-7240

(b) Additional deposit to be made to Escrow Agent

☒ within \_\_\_\_\_ days (3 days, if left blank) after completion of Due Diligence Period or  
☐ within \_\_\_\_\_ days after Effective Date \$ 10,000.00

(c) Additional deposit to be made to Escrow Agent

☐ within \_\_\_\_\_ days (3 days, if left blank) after completion of Due Diligence Period or  
☐ within \_\_\_\_\_ days after Effective Date \$ \_\_\_\_\_

(d) Total financing (see Paragraph 5) \$ 0.00

(e) Other \$ \_\_\_\_\_

(f) All deposits will be credited to the purchase price at closing.

Balance to close, subject to adjustments and prorations, to be paid  
via wire transfer. \$ 1,090,000.00

For the purposes of this paragraph, "completion" means the end of the Due Diligence Period or upon delivery of  
Buyer's written notice of acceptability.

3. TIME FOR ACCEPTANCE; EFFECTIVE DATE; COMPUTATION OF TIME: Unless this offer is signed by Seller  
and Buyer and an executed copy delivered to all parties on or before March 5, 2021, this offer  
will be withdrawn and the Buyer's deposit, if any, will be returned. The time for acceptance of any counter offer will be  
3 days from the date the counter offer is delivered. The "Effective Date" of this Contract is the date on which the  
last one of the Seller and Buyer has signed or initialed and delivered this offer or the final counter offer or  
\_\_\_\_\_. Calendar days will be used when computing time periods, except time periods of 5  
days or less. Time periods of 5 days or less will be computed without including Saturday, Sunday, or national legal  
holidays. Any time period ending on a Saturday, Sunday, or national legal holiday will extend until 5:00 p.m. of the next  
business day. Time is of the essence in this Contract.

#### 4. CLOSING DATE AND LOCATION:

(a) Closing Date: This transaction will be closed on April 30, 2021 (Closing Date), unless  
specifically extended by other provisions of this Contract. The Closing Date will prevail over all other time periods  
including, but not limited to, Financing and Due Diligence periods. In the event insurance underwriting is suspended

Buyer (\_\_\_\_\_) (\_\_\_\_\_) and Seller (\_\_\_\_\_) (\_\_\_\_\_) acknowledge receipt of a copy of this page, which is Page 1 of 8 Pages.



on Closing Date and **Buyer** is unable to obtain property insurance, **Buyer** may postpone closing up to 5 days after the insurance underwriting suspension is lifted.

(b) **Location:** Closing will take place in Columbia County, Florida. (If left blank, closing will take place in the county where the property is located.) Closing may be conducted by mail or electronic means.

### 5. THIRD PARTY FINANCING:

**BUYER'S OBLIGATION:** On or before \_\_\_\_\_ days (5 days if left blank) after Effective Date, **Buyer** will apply for third party financing in an amount not to exceed \_\_\_\_\_% of the purchase price or \$\_\_\_\_\_, with a fixed interest rate not to exceed \_\_\_\_\_% per year with an initial variable interest rate not to exceed \_\_\_\_\_%, with points or commitment or loan fees not to exceed \_\_\_\_\_% of the principal amount, for a term of \_\_\_\_\_ years, and amortized over \_\_\_\_\_ years, with additional terms as follows:

**Buyer** will timely provide any and all credit, employment, financial and other information reasonably required by any lender. **Buyer** will use good faith and reasonable diligence to (i) obtain Loan Approval within \_\_\_\_\_ days (45 days if left blank) from Effective Date (Loan Approval Date), (ii) satisfy terms and conditions of the Loan Approval, and (iii) close the loan. **Buyer** will keep **Seller** and Broker fully informed about loan application status and authorizes the mortgage broker and lender to disclose all such information to **Seller** and Broker. **Buyer** will notify **Seller** immediately upon obtaining financing or being rejected by a lender. **CANCELLATION:** If **Buyer**, after using good faith and reasonable diligence, fails to obtain Loan Approval by Loan Approval Date, **Buyer** may within \_\_\_\_\_ days (3 days if left blank) deliver written notice to **Seller** stating **Buyer** either waives this financing contingency or cancels this Contract. If **Buyer** does neither, then **Seller** may cancel this Contract by delivering written notice to **Buyer** at any time thereafter. Unless this financing contingency has been waived, this Contract shall remain subject to the satisfaction, by closing, of those conditions of Loan Approval related to the Property. **DEPOSIT(S) (for purposes of Paragraph 5 only):** If **Buyer** has used good faith and reasonable diligence but does not obtain Loan Approval by Loan Approval Date and thereafter either party elects to cancel this Contract as set forth above or the lender fails or refuses to close on or before the Closing Date without fault on **Buyer's** part, the Deposit(s) shall be returned to **Buyer**, whereupon both parties will be released from all further obligations under this Contract, except for obligations stated herein as surviving the termination of this Contract. If neither party elects to terminate this Contract as set forth above or **Buyer** fails to use good faith or reasonable diligence as set forth above, **Seller** will be entitled to retain the Deposit(s) if the transaction does not close. For purposes of this Contract, "Loan Approval" means a statement by the lender setting forth the terms and conditions upon which the lender is willing to make a particular mortgage loan to a particular buyer. Neither a pre-approval letter nor a prequalification letter shall be deemed a Loan Approval for purposes of this Contract.

**6. TITLE:** **Seller** has the legal capacity to and will convey marketable title to the Property by ☐ statutory warranty deed ☒ special warranty deed ☐ other \_\_\_\_\_, free of liens, easements and encumbrances of record or known to **Seller**, but subject to property taxes for the year of closing; covenants, restrictions and public utility easements of record; existing zoning and governmental regulations; and (list any other matters to which title will be subject) \_\_\_\_\_

provided there exists at closing no violation of the foregoing and none of them prevents **Buyer's** intended use of the Property as \_\_\_\_\_ Municipal \_\_\_\_\_.

(a) **Evidence of Title:** The party who pays the premium for the title insurance policy will select the closing agent and pay for the title search and closing services. **Seller** will, at (check one) ☒ **Seller's** ☐ **Buyer's** expense and within \_\_\_\_\_ days after Effective Date or at least 21 days before Closing Date deliver to **Buyer** (check one) ☒ (i) a title insurance commitment by a Florida licensed title insurer setting forth those matters to be discharged by **Seller** at or before Closing and, upon **Buyer** recording the deed, an owner's policy in the amount of the purchase price for fee simple title subject only to exceptions stated above. If **Buyer** is paying for the evidence of title and **Seller** has an owner's policy, **Seller** will deliver a copy to **Buyer** within 15 days after Effective Date. ☐ (ii.) an abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an existing firm. However, if such an abstract is not available to **Seller**, then a prior owner's title policy acceptable to the proposed insurer as a base for reissuance of coverage may be used. The prior policy will include copies of all policy exceptions and an update in a format acceptable to **Buyer** from the policy effective date and certified to **Buyer** or

**Buyer** (\_\_\_\_\_) (\_\_\_\_\_) and **Seller** (\_\_\_\_\_) (\_\_\_\_\_) acknowledge receipt of a copy of this page, which is Page 2 of 8 Pages.



**Buyer's** closing agent together with copies of all documents recited in the prior policy and in the update. If such an abstract or prior policy is not available to **Seller** then (i.) above will be the evidence of title.

**(b) Title Examination:** **Buyer** will, within 15 days from receipt of the evidence of title deliver written notice to **Seller** of title defects. Title will be deemed acceptable to **Buyer** if (1) **Buyer** fails to deliver proper notice of defects or (2) **Buyer** delivers proper written notice and **Seller** cures the defects within 10 days from receipt of the notice ("Curative Period"). **Seller** shall use good faith efforts to cure the defects. If the defects are cured within the Curative Period, closing will occur on the latter of 10 days after receipt by **Buyer** of notice of such curing or the scheduled Closing Date. **Seller** may elect not to cure defects if **Seller** reasonably believes any defect cannot be cured within the Curative Period. If the defects are not cured within the Curative Period, **Buyer** will have 10 days from receipt of notice of **Seller's** inability to cure the defects to elect whether to terminate this Contract or accept title subject to existing defects and close the transaction without reduction in purchase price.

**(c) Survey:** (check applicable provisions below)

☒ **Seller** will, within 5 days from Effective Date, deliver to **Buyer** copies of prior surveys, plans, specifications, and engineering documents, if any, and the following documents relevant to this transaction:

prepared for **Seller** or in **Seller's** possession, which show all currently existing structures. In the event this transaction does not close, all documents provided by **Seller** will be returned to **Seller** within 10 days from the date this Contract is terminated.

☒ **Buyer** will, at ☐ **Seller's** ☒ **Buyer's** expense and within the time period allowed to deliver and examine title evidence, obtain a current certified survey of the Property from a registered surveyor. If the survey reveals encroachments on the Property or that the improvements encroach on the lands of another, ☐ **Buyer** will accept the Property with existing encroachments ☒ such encroachments will constitute a title defect to be cured within the Curative Period.

**(d) Ingress and Egress:** **Seller** warrants that the Property presently has ingress and egress.

**7. PROPERTY CONDITION:** **Seller** will deliver the Property to **Buyer** at the time agreed in its present "as is" condition, ordinary wear and tear excepted, and will maintain the landscaping and grounds in a comparable condition. **Seller** makes no warranties other than marketability of title. In the event that the condition of the Property has materially changed since the expiration of the Due Diligence Period, **Buyer** may elect to terminate the Contract and receive a refund of any and all deposits paid, plus interest, if applicable, or require **Seller** to return the Property to the required condition existing as of the end of Due Diligence period, the cost of which is not to exceed \$\_\_\_\_\_ (1.5% of the purchase price, if left blank). By accepting the Property "as is", **Buyer** waives all claims against **Seller** for any defects in the Property. (Check (a) or (b))

☐ **(a) As Is:** **Buyer** has inspected the Property or waives any right to inspect and accepts the Property in its "as is" condition.

☒ **(b) Due Diligence Period:** **Buyer** will, at **Buyer's** expense and within 30 days from Effective Date ("Due Diligence Period"), determine whether the Property is suitable, in **Buyer's** sole and absolute discretion. During the term of this Contract, **Buyer** may conduct any tests, analyses, surveys and investigations ("Inspections") which **Buyer** deems necessary to determine to **Buyer's** satisfaction the Property's engineering, architectural, environmental properties; zoning and zoning restrictions; flood zone designation and restrictions; subdivision regulations; soil and grade; availability of access to public roads, water, and other utilities; consistency with local, state and regional growth management and comprehensive land use plans; availability of permits, government approvals and licenses; compliance with American with Disabilities Act; absence of asbestos, soil and ground water contamination; and other inspections that **Buyer** deems appropriate. **Buyer** will deliver written notice to **Seller** prior to the expiration of the Due Diligence Period of **Buyer's** determination of whether or not the Property is acceptable. **Buyer's** failure to comply with this notice requirement will constitute acceptance of the Property in its present "as is" condition. **Seller** grants to **Buyer**, its agents, contractors and assigns, the right to enter the Property at any time during the term of this Contract for the purpose of conducting Inspections, upon reasonable notice, at a mutually agreed upon time; provided, however, that **Buyer**, its agents, contractors and assigns enter the Property and conduct Inspections at their own risk. **Buyer** will indemnify and hold **Seller** harmless from losses, damages, costs, claims and expenses of any nature, including attorneys' fees at all levels, and from liability to any person, arising from the conduct of any and all inspections or any work authorized by **Buyer**. **Buyer** will not engage in any activity that could result in a mechanic's lien being filed against the Property without **Seller's** prior written consent. In the event this transaction does not close, (1) **Buyer** will repair all damages to the

**Buyer** (\_\_\_\_) (\_\_\_\_) and **Seller** (\_\_\_\_) (\_\_\_\_) acknowledge receipt of a copy of this page, which is Page 3 of 8 Pages.



Property resulting from the Inspections and return the Property to the condition it was in prior to conduct of the Inspections, and (2) **Buyer** will, at **Buyer's** expense release to **Seller** all reports and other work generated as a result of the Inspections. Should **Buyer** deliver timely notice that the Property is not acceptable, **Seller** agrees that **Buyer's** deposit will be immediately returned to **Buyer** and the Contract terminated.

**(c) Walk-through Inspection:** **Buyer** may, on the day prior to closing or any other time mutually agreeable to the parties, conduct a final "walk-through" inspection of the Property to determine compliance with this paragraph and to ensure that all Property is on the premises.

**8. OPERATION OF PROPERTY DURING CONTRACT PERIOD:** **Seller** will continue to operate the Property and any business conducted on the Property in the manner operated prior to Contract and will take no action that would adversely impact the Property after closing, as to tenants, lenders or business, if any. Any changes, such as renting vacant space, that materially affect the Property or **Buyer's** intended use of the Property will be permitted ☒ only with **Buyer's** consent ☐ without **Buyer's** consent.

**9. CLOSING PROCEDURE:** Unless otherwise agreed or stated herein, closing procedure shall be in accordance with the norms where the Property is located.

**(a) Possession and Occupancy:** **Seller** will deliver possession and occupancy of the Property to **Buyer** at closing. **Seller** will provide keys, remote controls, and any security/access codes necessary to operate all locks, mailboxes, and security systems.

**(b) Costs:** **Buyer** will pay **Buyer's** attorneys' fees, taxes and recording fees on notes, mortgages and financing statements and recording fees for the deed. **Seller** will pay **Seller's** attorneys' fees, taxes on the deed and recording fees for documents needed to cure title defects. If **Seller** is obligated to discharge any encumbrance at or prior to closing and fails to do so, **Buyer** may use purchase proceeds to satisfy the encumbrances.

**(c) Documents:** **Seller** will provide the deed; bill of sale; mechanic's lien affidavit; originals of those assignable service and maintenance contracts that will be assumed by **Buyer** after the Closing Date and letters to each service contractor from **Seller** advising each of them of the sale of the Property and, if applicable, the transfer of its contract, and any assignable warranties or guarantees received or held by **Seller** from any manufacturer, contractor, subcontractor, or material supplier in connection with the Property; current copies of the condominium documents, if applicable; assignments of leases, updated rent roll; tenant and lender estoppels letters (if applicable); tenant subordination, non-disturbance and attornment agreements (SNDAs) required by the **Buyer** or **Buyer's** lender; assignments of permits and licenses; corrective instruments; and letters notifying tenants of the change in ownership/rental agent. If any tenant refuses to execute an estoppels letter, **Seller**, if requested by the **Buyer** in writing, will certify that information regarding the tenant's lease is correct. If **Seller** is an entity, **Seller** will deliver a resolution of its governing authority authorizing the sale and delivery of the deed and certification by the appropriate party certifying the resolution and setting forth facts showing the conveyance conforms to the requirements of local law. **Seller** will transfer security deposits to **Buyer**. **Buyer** will provide the closing statement, mortgages and notes, security agreements, and financing statements.

**(d) Taxes and Prorations:** Real estate taxes, personal property taxes on any tangible personal property, bond payments assumed by **Buyer**, interest, rents (based on actual collected rents), association dues, insurance premiums acceptable to **Buyer**, and operating expenses will be prorated through the day before closing. If the amount of taxes for the current year cannot be ascertained, rates for the previous year will be used with due allowance being made for improvements and exemptions. Any tax proration based on an estimate will, at request of either party, be readjusted upon receipt of current year's tax bill; this provision will survive closing.

**(e) Special Assessment Liens:** Certified, confirmed, and ratified special assessment liens as of the Closing Date will be paid by **Seller**. If a certified, confirmed, and ratified special assessment is payable in installments, **Seller** will pay all installments due and payable on or before the Closing Date, with any installment for any period extending beyond the Closing Date prorated, and **Buyer** will assume all installments that become due and payable after the Closing Date. **Buyer** will be responsible for all assessments of any kind which become due and owing after Closing Date, unless an improvement is substantially completed as of Closing Date. If an improvement is substantially completed as of the Closing Date but has not resulted in a lien before closing, **Seller** will pay the amount of the last estimate of the assessment. This subsection applies to special assessment liens imposed by a public body and does not apply to condominium association special assessments.

**(f) Foreign Investment in Real Property Tax Act (FIRPTA):** If **Seller** is a "foreign person" as defined by FIRPTA, **Seller** and **Buyer** agree to comply with Section 1445 of the Internal Revenue Code. **Seller** and **Buyer** will complete, execute, and deliver as directed any instrument, affidavit, or statement reasonably necessary to comply

**Buyer** (\_\_\_\_) (\_\_\_\_) and **Seller** (\_\_\_\_) (\_\_\_\_) acknowledge receipt of a copy of this page, which is Page 4 of 8 Pages.



with the FIRPTA requirements, including delivery of their respective federal taxpayer identification numbers or Social Security Numbers to the closing agent. If **Buyer** does not pay sufficient cash at closing to meet the withholding requirement, **Seller** will deliver to **Buyer** at closing the additional cash necessary to satisfy the requirement.

**10. ESCROW AGENT:** **Seller** and **Buyer** authorize Escrow Agent or Closing Agent (collectively "Agent") to receive, deposit, and hold funds and other property in escrow and, subject to collection, disburse them in accordance with the terms of this Contract. The parties agree that Agent will not be liable to any person for misdelivery of escrowed items to **Seller** or **Buyer**, unless the misdelivery is due to Agent's willful breach of this Contract or gross negligence. If Agent has doubt as to Agent's duties or obligations under this Contract, Agent may, at Agent's option, (a) hold the escrowed items until the parties mutually agree to its disbursement or until a court of competent jurisdiction or arbitrator determines the rights of the parties or (b) deposit the escrowed items with the clerk of the court having jurisdiction over the matter and file an action in interpleader. Upon notifying the parties of such action, Agent will be released from all liability except for the duty to account for items previously delivered out of escrow. If Agent is a licensed real estate broker, Agent will comply with Chapter 475, Florida Statutes. In any suit in which Agent interpleads the escrowed items or is made a party because of acting as Agent hereunder, Agent will recover reasonable attorney's fees and costs incurred, with these amounts to be paid from and out of the escrowed items and charged and awarded as court costs in favor of the prevailing party.

**11. CURE PERIOD:** Prior to any claim for default being made, a party will have an opportunity to cure any alleged default. If a party fails to comply with any provision of this Contract, the other party will deliver written notice to the non-complying party specifying the non-compliance. The non-complying party will have \_\_\_\_\_ days (5 days if left blank) after delivery of such notice to cure the non-compliance. Notice and cure shall not apply to failure to close.

**12. FORCE MAJEURE:** **Buyer** or **Seller** shall not be required to perform any obligation under this Contract or be liable to each other for damages so long as performance or non-performance of the obligation, or the availability of services, insurance, or required approvals essential to Closing, is disrupted, delayed, caused or prevented by Force Majeure. "Force Majeure" means: hurricanes, floods, extreme weather, earthquakes, fire, or other acts of God, unusual transportation delays, or wars, insurrections, or acts of terrorism, which, by exercise of reasonable diligent effort, the non-performing party is unable in whole or in part to prevent or overcome. All time periods, including Closing Date, will be extended a reasonable time up to 7 days after the Force Majeure no longer prevents performance under this Contract, provided, however, if such Force Majeure continues to prevent performance under this Contract more than 30 days beyond Closing Date, then either party may terminate this Contract by delivering written notice to the other and the Deposit shall be refunded to **Buyer**, thereby releasing **Buyer** and **Seller** from all further obligations under this Contract.

**13. RETURN OF DEPOSIT:** Unless otherwise specified in the Contract, in the event any condition of this Contract is not met and **Buyer** has timely given any required notice regarding the condition having not been met, **Buyer's** deposit will be returned in accordance with applicable Florida Laws and regulations.

**14. DEFAULT:**

(a) In the event the sale is not closed due to any default or failure on the part of **Seller** other than failure to make the title marketable after diligent effort, **Buyer** may elect to receive return of Buyer's deposit without thereby waiving any action for damages resulting from Seller's breach and may seek to recover such damages or seek specific performance. If Buyer elects a deposit refund, Seller may be liable to Broker for the full amount of the brokerage fee.

(b) In the event the sale is not closed due to any default or failure on the part of **Buyer**, **Seller** may either (1) retain all deposit(s) paid or agreed to be paid by **Buyer** as agreed upon liquidated damages, consideration for the execution of this Contract, and in full settlement of any claims, upon which this Contract will terminate or (2) seek specific performance. If **Buyer** fails to timely place a deposit as required by this Contract, **Seller** may either (1) terminate the Contract and seek the remedy outlined in this subparagraph or (2) proceed with the Contract without waiving any remedy for **Buyer's** default.

**15. ATTORNEY'S FEES AND COSTS:** In any claim or controversy arising out of or relating to this Contract, the prevailing party, which for purposes of this provision will include **Buyer**, **Seller** and Broker, will be awarded reasonable attorneys' fees, costs, and expenses.

**16. NOTICES:** All notices will be in writing and may be delivered by mail, overnight courier, personal delivery, or electronic means. Parties agree to send all notices to addresses specified on the signature page(s). Any notice, document, or item given by or delivered to an attorney or real estate licensee (including a transaction broker) representing a party will be as effective as if given by or delivered to that party.

**Buyer** (\_\_\_\_) (\_\_\_\_) and **Seller** (\_\_\_\_) (\_\_\_\_) acknowledge receipt of a copy of this page, which is Page 5 of 8 Pages.



17. DISCLOSURES:

(a) **Commercial Real Estate Sales Commission Lien Act:** The Florida Commercial Real Estate Sales Commission Lien Act provides that a broker has a lien upon the owner's net proceeds from the sale of commercial real estate for any commission earned by the broker under a brokerage agreement. The lien upon the owner's net proceeds is a lien upon personal property which attaches to the owner's net proceeds and does not attach to any interest in real property. This lien right cannot be waived before the commission is earned.

(b) **Special Assessment Liens Imposed by Public Body:** The Property may be subject to unpaid special assessment lien(s) imposed by a public body. (A public body includes a Community Development District.) Such liens, if any, shall be paid as set forth in Paragraph 9(e).

(c) **Radon Gas:** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

(d) **Energy-Efficiency Rating Information:** Buyer acknowledges receipt of the information brochure required by Section 553.996, Florida Statutes.

18. RISK OF LOSS:

(a) If, after the Effective Date and before closing, the Property is damaged by fire or other casualty, Seller will bear the risk of loss and Buyer may cancel this Contract without liability and the deposit(s) will be returned to Buyer. Alternatively, Buyer will have the option of purchasing the Property at the agreed upon purchase price and Seller will credit the deductible, if any and transfer to Buyer at closing any insurance proceeds, or Seller's claim to any insurance proceeds payable for the damage. Seller will cooperate with and assist Buyer in collecting any such proceeds. Seller shall not settle any insurance claim for damage caused by casualty without the consent of the Buyer.

(b) If, after the Effective Date and before closing, any part of the Property is taken in condemnation or under the right of eminent domain, or proceedings for such taking will be pending or threatened, Buyer may cancel this Contract without liability and the deposit(s) will be returned to Buyer. Alternatively, Buyer will have the option of purchasing what is left of the Property at the agreed upon purchase price and Seller will transfer to the Buyer at closing the proceeds of any award, or Seller's claim to any award payable for the taking. Seller will cooperate with and assist Buyer in collecting any such award.

19. **ASSIGNABILITY; PERSONS BOUND:** This Contract may be assigned to a related entity, and otherwise ☒ is not assignable ☐ is assignable. If this Contract may be assigned, Buyer shall deliver a copy of the assignment agreement to the Seller at least 5 days prior to Closing. The terms "Buyer," "Seller" and "Broker" may be singular or plural. This Contract is binding upon Buyer, Seller and their heirs, personal representatives, successors and assigns (if assignment is permitted).

20. **MISCELLANEOUS:** The terms of this Contract constitute the entire agreement between Buyer and Seller. Modifications of this Contract will not be binding unless in writing, signed and delivered by the party to be bound. Signatures, initials, documents referenced in this Contract, counterparts and written modifications communicated electronically or on paper will be acceptable for all purposes, including delivery, and will be binding. Handwritten or typewritten terms inserted in or attached to this Contract prevail over preprinted terms. If any provision of this Contract is or becomes invalid or unenforceable, all remaining provisions will continue to be fully effective. This Contract will be construed under Florida law and will not be recorded in any public records.

21. **BROKERS:** Neither Seller nor Buyer has used the services of, or for any other reason owes compensation to, a licensed real estate Broker other than:

(a) **Seller's Broker:** Hunt & Moses Realty J. Chase Moses  
(Company Name) (Licensee)  
184 N Marion Ave, Lake City, FL 32055 386-755-2774 chase@candlermoses.com  
(Address, Telephone, Fax, E-mail)

who ☐ is a single agent ☒ is a transaction broker ☐ has no brokerage relationship and who will be compensated by ☒ Seller ☐ Buyer ☐ both parties pursuant to ☒ a listing agreement ☐ other (specify) \_\_\_\_\_

(b) **Buyer's Broker:** Hunt & Moses Realty J Chase Moses  
(Company Name) (Licensee)  
184 N Marion Ave, Lake City, FL 32055 386-755-2774 chase@candlermoses.com  
(Address, Telephone, Fax, E-mail)

Buyer (\_\_\_\_\_) (\_\_\_\_\_) and Seller (\_\_\_\_\_) (\_\_\_\_\_) acknowledge receipt of a copy of this page, which is Page 6 of 8 Pages.



302 who ☐ is a single agent ☒ is a transaction broker ☐ has no brokerage relationship and who will be compensated by  
303 ☒ **Seller's Broker** ☐ **Seller** ☐ **Buyer** ☐ both parties pursuant to ☐ an MLS offer of compensation ☒ other (specify)  
304 Listing Agreement

305 (collectively referred to as "Broker") in connection with any act relating to the Property, including but not limited to  
306 inquiries, introductions, consultations, and negotiations resulting in this transaction. **Seller** and **Buyer** agree to  
307 indemnify and hold Broker harmless from and against losses, damages, costs and expenses of any kind, including  
308 reasonable attorneys' fees at all levels, and from liability to any person, arising from (1) compensation claimed which is  
309 inconsistent with the representation in this Paragraph, (2) enforcement action to collect a brokerage fee pursuant to  
310 Paragraph 10, (3) any duty accepted by Broker at the request of **Seller** or **Buyer**, which is beyond the scope of  
311 services regulated by Chapter 475, Florida Statutes, as amended, or (4) recommendations of or services provided and  
312 expenses incurred by any third party whom Broker refers, recommends, or retains for or on behalf of **Seller** or **Buyer**.

313 **22. OPTIONAL CLAUSES:** (Check if any of the following clauses are applicable and are attached as an addendum to  
314 this Contract):

- |   |  |   |
|---|--|---|
| 315 <input type="checkbox"/> (A) Arbitration                    | <input type="checkbox"/> (E) Seller Warranty                 | <input type="checkbox"/> (I) Existing Mortgage          |
| 316 <input type="checkbox"/> (B) Section 1031 Exchange          | <input type="checkbox"/> (F) Coastal Construction Control Li | <input type="checkbox"/> (J) Buyer's Attorney Approval  |
| 317 <input type="checkbox"/> (C) Property Inspection and Repair | <input type="checkbox"/> (G) Flood Area Hazard Zone          | <input type="checkbox"/> (K) Seller's Attorney Approval |
| 318 <input type="checkbox"/> (D) Seller Representations         | <input type="checkbox"/> (H) Seller Financing                | <input type="checkbox"/> Other _____                    |

319 **23. ADDITIONAL TERMS:**

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342 **THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE**  
343 **ADVICE OF AN ATTORNEY PRIOR TO SIGNING. BROKER ADVISES BUYER AND SELLER TO VERIFY ALL**  
344 **FACTS AND REPRESENTATIONS THAT ARE IMPORTANT TO THEM AND TO CONSULT AN APPROPRIATE**  
345 **PROFESSIONAL FOR LEGAL ADVICE (FOR EXAMPLE, INTERPRETING CONTRACTS, DETERMINING THE**  
346 **EFFECT OF LAWS ON THE PROPERTY AND TRANSACTION, STATUS OF TITLE, FOREIGN INVESTOR**  
347 **REPORTING REQUIREMENTS, ETC.) AND FOR TAX, PROPERTY CONDITION, ENVIRONMENTAL AND OTHER**

Buyer (\_\_\_\_\_) (\_\_\_\_\_) and Seller (\_\_\_\_\_) (\_\_\_\_\_) acknowledge receipt of a copy of this page, which is Page 7 of 8 Pages.

348 **ADVICE. BUYER ACKNOWLEDGES THAT BROKER DOES NOT OCCUPY THE PROPERTY AND THAT ALL**  
349 **REPRESENTATIONS (ORAL, WRITTEN OR OTHERWISE) BY BROKER ARE BASED ON SELLER**  
350 **REPRESENTATIONS OR PUBLIC RECORDS UNLESS BROKER INDICATES PERSONAL VERIFICATION OF**  
351 **THE REPRESENTATION. BUYER AGREES TO RELY SOLELY ON SELLER, PROFESSIONAL INSPECTORS AND**  
352 **GOVERNMENTAL AGENCIES FOR VERIFICATION OF THE PROPERTY CONDITION, SQUARE FOOTAGE AND**  
353 **FACTS THAT MATERIALLY AFFECT PROPERTY VALUE.**

354 Each person signing this Contract on behalf of a party that is a business entity represents and warrants to the other  
355 party that such signatory has full power and authority to enter into and perform this Contract in accordance with its  
356 terms and each person executing this Contract and other documents on behalf of such party has been duly authorized  
357 to do so.

358 \_\_\_\_\_ Date: \_\_\_\_\_  
(Signature of Buyer)

359 Stephen Witt Tax ID No.: \_\_\_\_\_  
(Typed or Printed Name of Buyer)

360 Title: Mayor Telephone: (386) 752-2031

361 \_\_\_\_\_ Date: \_\_\_\_\_  
(Signature of Buyer)

362 Audrey Sikes Tax ID No.: \_\_\_\_\_  
(Typed or Printed Name of Buyer)

363 Title: City Clerk Telephone: (386) 752-2031

364 Buyer's Address for purpose of notice 205 N Marion Ave, Lake City, FL 32055

365 Facsimile: \_\_\_\_\_ Email: SikesA@lcfla.com

366 \_\_\_\_\_ Date: \_\_\_\_\_  
(Signature of Seller)

367 Suzanne Norris Tax ID No.: \_\_\_\_\_  
(Typed or Printed Name of Seller)

368 Title: Florida Regional President Telephone: (386) 752-5646

369 \_\_\_\_\_ Date: \_\_\_\_\_  
(Signature of Seller)

370 \_\_\_\_\_ Tax ID No.: \_\_\_\_\_  
(Typed or Printed Name of Seller)

371 Title: \_\_\_\_\_ Telephone: \_\_\_\_\_

372 Seller's Address for purpose of notice: 151 NW Commons Loop, Lake City, FL 32055

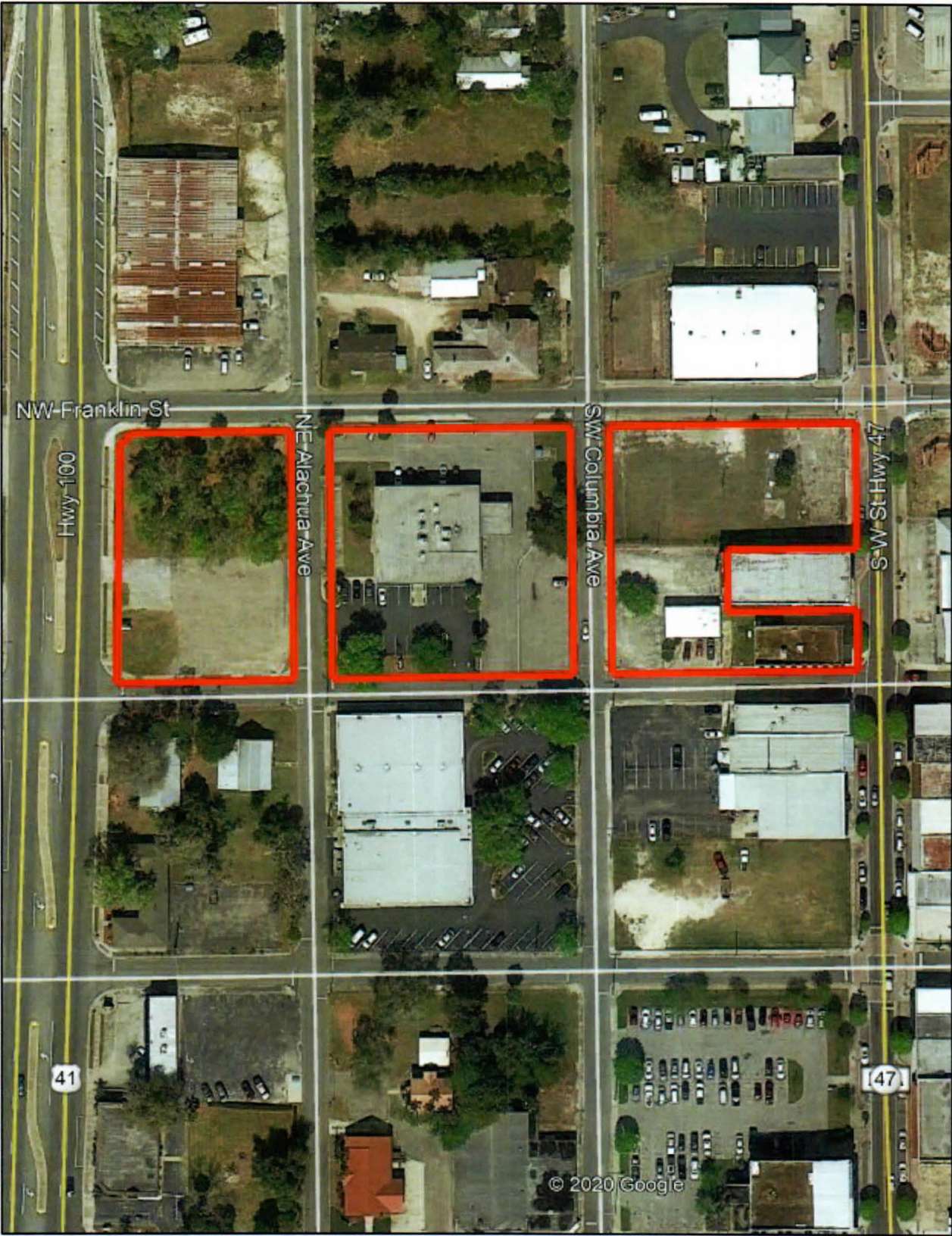
373 Facsimile: \_\_\_\_\_ Email: \_\_\_\_\_

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Buyer ( ) ( ) and Seller ( ) ( ) acknowledge receipt of a copy of this page, which is Page 8 of 8 Pages.



AERIAL MAP





## Columbia County Property Appraiser

Jeff Hampton

## 2021 Working Values

updated: 12/8/2020

Parcel: &lt;&lt; 00-00-00-11957-000 &gt;&gt;

## Owner &amp; Property Info

Owner	COLUMBIA COUNTY BANK P O BOX 1609 LAKE CITY, FL 32056		
Site			
Description*	N DIV: ALL BLOCK 62 EX RD R/W.		
Area	0.699 AC	S/T/R	29-3S-17
Use Code**	MISC COMME (001001)	Tax District	101

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

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

## Property &amp; Assessment Values

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

Aerial Viewer Pictometry Google Maps

2019 2016 2013 2010 2007 2005 Sales



## Sales History

Sale Date	Sale Price	Book/Page	Deed	V/I	Qualification (Codes)	RCode
5/1/1986	\$35,000	593/0041	WD	V	U	01

## Building Characteristics

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

## Extra Features &amp; Out Buildings (Codes)

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

## Land Breakdown

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

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by: GrizzlyLogic.com



## Columbia County Property Appraiser

Jeff Hampton

2021 Working Values

updated: 12/8/2020

Parcel: &lt;&lt; 00-00-00-11983-000 &gt;&gt;

Aerial Viewer Pictometry Google Maps

2019 2016 2013 2010 2007 2005 Sales

## Owner &amp; Property Info

Owner	COLUMBIA COUNTY BANK P O BOX 1609 LAKE CITY, FL 32056		
Site	173 HILLSBORO ST, LAKE CITY		
Description*	N DIV: ALL BLOCK 71. ORB 342-381.		
Area	1.012 AC	S/T/R	29-3S-17
Use Code**	FINANCIAL (002300)	Tax District	101

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

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

## Property &amp; Assessment Values

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



## Sales History

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

## Building Characteristics

Bldg Sketch	Bldg Item	Bldg Desc*	Year Blt	Base SF	Actual SF	Bldg Value
Sketch	1	BANK (006200)	1977	7772	9644	\$457,936

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

## Extra Features &amp; Out Buildings (Codes)

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

## Land Breakdown

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



## Columbia County Property Appraiser

Jeff Hampton

2021 Working Values

updated: 12/8/2020

Parcel: &lt;&lt; 00-00-00-11987-000 &gt;&gt;

Aerial Viewer Pictometry Google Maps

2019 2016 2013 2010 2007 2005 Sales

## Owner &amp; Property Info

Owner	COLUMBIA COUNTY BANK P O BOX 1609 LAKE CITY, FL 32056		
Site	129 HILLSBORO ST, LAKE CITY		
Description*	N DIV: ALL BLOCK 72, EX COMM SE COR OF SAID BLOCK, RUN W 6.10 FT TO W R/W MARION ST, RUN N 53 FT FOR POB, RUN W 109.77 FT, N 53.5 FT, E 109.77 FT, S 52 FT TO POB. ORB 282-379, 522-779, 522-780, 564-407, 575-424, 740-1621, 763-770, 785-1697, 824-246, 826-30 ...more>>>		
Area	0.853 AC	S/T/R	29-3S-17
Use Code**	OFFICE BUI (001700)	Tax District	101

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

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

## Property &amp; Assessment Values

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



## Sales History

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

## Building Characteristics

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

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

## Extra Features &amp; Out Buildings (Codes)

Code	Desc	Year Blt	Value	Units	Dims	Condition (% Good)
0260	PAVEMENT-A	1993	\$1,500.00	1.000	0 x 0 x 0	(000.00)
0166	CONC.PAVMT	1993	\$500.00	1.000	0 x 0 x 0	(000.00)
0260	PAVEMENT-A	1993	\$200.00	1.000	0 x 0 x 0	(000.00)
0253	LIGHTING	0	\$900.00	3.000	0 x 0 x 0	(000.00)

2/4/2021

Columbia County Property Appraiser

0140	CLFENCE 6	1997	\$1,204.00	344.000	0 x 0 x 0	(000.00)
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## ▼ Land Breakdown

Land Code	Desc	Units	Adjustments	Eff Rate	Land Value
001700	1STORY OFF (MKT)	37,200.000 SF - (0.853 AC)	1.00/1.00 0.75/1.00	\$3	\$111,600

© Columbia County Property Appraiser | Jeff Hampton | Lake City, Florida | 386-758-1083

by: [GrizzlyLogic.com](https://GrizzlyLogic.com)

## Helfenberger, Joseph

---

**From:** Monrad Thue <MThue@gseengineering.com>  
**Sent:** Thursday, March 25, 2021 1:16 PM  
**To:** Helfenberger, Joseph  
**Cc:** David Cräpps; Anant Jain  
**Subject:** RE: Structural Engineer

Hello, Joe.

Yesterday's structural observations went well. Although we did not find any structural plans for the bank building or the older building (129 Hillsboro St.) we were able to see a lot of the structural components in both buildings and can provide an overall assessment for both buildings. Our assessment is based on inspections of observable components only, and should not be construed as an assessment of the original design. Below is a summary of our findings, and these will be provided in a letter that can be completed next week.

**129 Hillsboro Street:** No interior damage was observed in wall and ceiling finishes which is a good indication that settlement or structural damage inside the walls is not occurring. The high ceiling in the clearstory portion undulated some, but for the age and type of construction that is not considered an issue. We recommend that some of the main wood roof beams/trusses be exposed during renovation and re-roofing, to determine if any unforeseen damage has occurred due to past roof leaks. The few areas of wood roof framing observed from two access holes did show signs of water staining, and near the furnace the damage observed included what appeared to be fire/smoke related damage. We were unable to get close enough to determine if rot damage has occurred or if the fire damage undermined the wood cross sections, but there did not appear to be significant damage from the vantage point we had. Some wood replacement may be required after the framing is observed during re-roofing operations. We would recommend that you budget for some percentage of the framing to be replaced.

The roofing and parapets were in very bad shape, and most likely have contributed to water infiltration that would have stained and possibly damaged some of the roof framing. We recommend the roofing be completely replaced and that the parapet walls be repaired and waterproofed properly. During repairs the wood roof framing should be exposed in several areas to determine if wood framing repairs are needed. We would recommend you get a price from a licensed roofing company with a unit price for replacing damaged roof framing. We would recommend you budget some percentage of wood framing replacement, and what a roofing contractor in your area feels is appropriate for a building of this age and condition.

The exterior brick walls are providing lateral resistance to wind loads, and they appear to be sound and undamaged except for the areas with plants growing in the walls, above the front door where stair stepped damaged was observed. Also, some of the exterior wood fascia appeared to have rot damage. We recommend that all plants be removed and the brick repaired and re-pointed wherever the plants have degraded the mortar joints or caused isolated brick damage. We also recommend that you replace all rotted exterior wood.

**173 Hillsboro Street:** This building was in very good condition. The structural system used was visible in many locations, and no significant damage was observed. We understand that there have been some roof leaks in the past, and that renovations were performed around 2006. No water damage was observed during our site visit, and we understand that no structural issues were reported during renovations. This building has no observable deficiencies to preclude purchasing.

*Monrad*

# **ASBESTOS SURVEY REPORT**

**173 NW Hillsboro Street  
338 North Marion Avenue  
129 Hillsboro Street  
Lake City, Florida**

**GLE Project No.: 21000-23740**

**Prepared for:**

**City of Lake City  
C/O Mr. Joe Helfenberger  
205 North Marion Avenue  
Lake City, Florida 32055**

**March 2021**

**Prepared by:**



**8651 Baypine Road, Suite 115  
Jacksonville, Florida 32256  
904-241296-1880 • Fax 904-296-1860**





March 26, 2021

City of Lake City  
C/O Mr. Joe Helfenberger  
City Manager  
205 North Marion Avenue  
Lake City, Florida 32055

**RE: Asbestos Survey Report**  
**173 NW Hillsboro Street**  
**338 North Marion Avenue**  
**129 Hillsboro Street**  
**Lake City, Florida**

GLE Project No.: 21000-23740

Dear Mr. Helfenberger:

GLE Associates, Inc. (GLE) performed a survey for asbestos-containing materials (ACM) on March 17, 2021, at the three structures mentioned above, located in Lake City, Florida. The survey was performed by Mr. Johnny Ciucevich and Mr. Arturo Confiado with GLE. This report outlines the sampling and testing procedures, and presents the results along with our conclusions and recommendations.

GLE appreciates the opportunity to serve as your consultant on this project. If you should have any questions, or if we can be of further service, please do not hesitate to call.

Sincerely,  
**GLE Associates, Inc.**

John E. Ciucevich III  
Senior Project Manager

Robert B. Greene, PE, PG, CIH, LEED AP  
President

JEC/MBC/RBG/lr

M:\Work\Asb\2021\21000\23740.City of Lake City.173 & 129 Hillsboro Street.Asbestos and Lead-Containing Paint Surveys\Report\ACM Report\SurveyReport.doc

GLE Associates, Inc.

---

8651 Baypine Road, Suite 115 | Jacksonville, Florida 32256 | 904-296-1880 | Fax: 904-296-1860  
Tampa | Orlando | Ft. Lauderdale | Miami | Gainesville | Atlanta | Nashville  
Architecture AR 0007729 • Engineer RY 5483 • Asbestos ZA 0000034 • Geology PG 1737

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## 1.0 INTRODUCTION

### 1.1 INTRODUCTION

The purpose of this survey was to identify accessible asbestos-containing materials (ACMs) and their general locations within three structures, located at 173 NW Hillsboro Street, 338 North Marion Avenue and 129 Hillsboro Street in Lake City, Florida. The roof systems were excluded from the survey. The survey was conducted pursuant to National Emission Standards for Hazardous Air Pollutants (NESHAP, 40 CFR 61) requirements. The survey was performed on March 17, 2021, by Mr. Johnny Ciucevich and Mr. Arturo Confiado, Environmental Protection Agency/Asbestos Hazard Emergency Response Act (EPA/AHERA) accredited inspectors. The scope of this survey did not include demolition of any building components, evaluation of architectural plans, or the quantification of materials for abatement purposes, or removal cost estimating.

### 1.2 FACILITY DESCRIPTION

Summaries of the facilities investigated are outlined in the tables below.

#### 173 NW Hillsboro Street

Facility Type:	Commercial
Construction Date:	1977
Number of Floors:	Two
<b>Exterior</b>	
Floor Support:	Concrete Slab on Grade
Wall Support:	Metal Framing
Exterior Finish:	Paint, Brick
Roof System Type:	Not in Scope
<b>Interior</b>	
Wall Substrate:	Drywall and Joint Compound
Wall Finishes:	Paint, Cove Base
Floor Finishes:	Vinyl Floor Tile, Ceramic Tile, Carpet, Sheet Vinyl Flooring
Ceiling System:	Suspended Ceiling System
Ceiling Finishes:	Paint, Suspended Ceiling Tiles, Texture



**338 North Marion Avenue**

Facility Type:	Commercial
Construction Date:	1912
Number of Floors:	Two
<b>Exterior</b>	
Floor Support:	Concrete Slab on Grade
Wall Support:	Concrete Block (CMU)
Exterior Finish:	Paint, Brick
Roof System Type:	Not in Scope
<b>Interior</b>	
Wall Substrate:	Drywall and Joint Compound, Plaster
Wall Finishes:	Paint, Texture, Cove Base
Floor Finishes:	Vinyl Floor Tile, Carpet
Ceiling System:	Drywall and Joint Compound
Ceiling Finishes:	Paint, Texture

**129 Hillsboro Street**

Facility Type:	Commercial
Construction Date:	Unknown
Number of Floors:	One
<b>Exterior</b>	
Floor Support:	Concrete Slab on Grade
Wall Support:	Wood Framing
Exterior Finish:	Siding
Roof System Type:	Not in Scope
<b>Interior</b>	
Wall Substrate:	Wood
Wall Finishes:	Paint
Floor Finishes:	Concrete
Ceiling System:	Wood
Ceiling Finishes:	Paint

## 2.0 RESULTS

### 2.1 ASBESTOS SURVEY PROCEDURES

The survey was performed by visually observing accessible areas within the scope of work. EPA/AHERA accredited inspectors performed the visual observations (refer to Appendix B for personnel qualifications).

After the overall visual survey was completed, representative sampling areas were determined. The surveyors delineated homogeneous areas of suspect materials and samples of each material were obtained, in general accordance with regulations as established by the Occupational Safety and Health Administration (OSHA) and NESHAP. The field surveyors determined sample locations based on previous experience. Both friable and non-friable materials were sampled. A friable material is one that can be crushed when dry by normal hand pressure. This survey did not include the demolition of building components to access suspect material.

After completion of the fieldwork, the samples were delivered to GLE's National Voluntary Laboratory Accreditation Program (NVLAP) accredited laboratory for analysis. The samples were analyzed by Polarized Light Microscopy (PLM) coupled with dispersion staining, in general accordance with EPA-600/R-93/116. Utilizing this procedure, the various asbestos minerals (chrysotile, amosite, crocidolite, actinolite, tremolite, and anthophyllite) can be determined. The percentages of asbestos minerals in the samples were visually determined by the microscopist. Please note that the EPA designates all materials containing greater than one percent asbestos as an "asbestos-containing material" (ACM).

Regulated Asbestos-Containing Material (RACM) is defined as (a) Friable asbestos materials, (b) Category I non-friable ACM that has become friable, (c) Category I non-friable ACM that will be or has been subjected to sanding, grinding, cutting, or abrading, or (d) Category II non-friable ACM that has a high probability of becoming or has become crumbled, pulverized, or reduced to powder by the forces expected to act on the material in the course of demolition or renovation operations regulated by this subpart.

Category I and Category II non-friable ACM, as defined by the EPA:

- Category I non-friable ACM means asbestos-containing packings, gaskets, resilient floor covering, asphalt roofing products, and pliable sealants and mastics that are in good condition and not friable, containing more than one percent asbestos, as determined using the method specified in Appendix E, Subpart E, 40 CFR Part 763, Section 1, PLM.
- Category II non-friable ACM means any material, excluding Category I non-friable ACM, containing more than one percent asbestos as determined using the methods specified in Appendix E, Subpart E, 40 CFR Part 763 Section 1, PLM that, when dry, cannot be crumbled, pulverized, or reduced to powder by hand pressure.

## **2.2 IDENTIFIED SUSPECT ASBESTOS-CONTAINING MATERIALS**

A total of 74 samples of suspect building materials were collected from the facilities during the survey, representing 24 different identified homogeneous areas. The results of the laboratory analyses are included in Appendix A.

A summary of the homogenous sampling areas of suspect ACM determined to be present is outlined in the following table.

TABLE 2.2-1: SUMMARY OF HOMOGENEOUS SAMPLING AREAS 173 NW HILLSBORO STREET – LAKE CITY, FLORIDA							
HA #	HOMOGENEOUS MATERIAL DESCRIPTION	HOMOGENEOUS MATERIAL LOCATION	FRIABILITY (F/NF)	% ASBESTOS*	# OF SAMPLES COLLECTED	APPROXIMATE QUANTITY	ACM CATEGORY
CT-01	2' x 2' White Pinhole Ceiling Tile	Throughout	F	ND	3	NIS	NA
CT-02	2' x 2' White Rough Texture Ceiling Tile	Throughout	F	ND	3	NIS	NA
CT-03	2' x 2' White Wormhole Ceiling Tile	Throughout	F	ND	3	NIS	NA
VB-01	Brown Vinyl Cove Base & Beige Mastic	Throughout	NF	ND	3	NIS	NA
MAS-01	White Duct Mastic	Plenum	NF	10% C	3	3,760 SF	CAT. I
FT-01	12" x 12" Brown Floor Tile & Tan Mastic	Janitor's Room & Vault	NF	ND	3	NIS	NA
DW-01	Drywall / Joint Compound	Throughout	NF	ND	3	NIS	NA
VB-02	Dark Brown Vinyl Cove Base & Tan Mastic	Janitor's Room & Vault	NF	ND	3	NIS	NA
M-01	Gray Ceramic Grout	Throughout	NF	ND	3	NIS	NA
FT-02	12" x 12" Gray Floor Tile & Tan Mastic	Vault & 1 <sup>st</sup> Floor near Stairwell	NF	ND	3	NIS	NA
MSV-01	Brown Sheet Vinyl Flooring & Clear Mastic	2 <sup>nd</sup> Floor	NF	ND	3	NIS	NA
M-02	White Sink Undercoat	Break Room	NF	ND	3	NIS	NA
PCT-01	White Popcorn Ceiling Treatment	Vault	NF	ND	3	NIS	NA
MAS-02	Black Duct Mastic	2 <sup>nd</sup> Floor	NF	10% C	3	1 SF	CAT. I

<b>ASBESTOS CONTENT</b> Expressed as percent	* = The facility owner has the option of point-counting by Polarized Light Microscopy (PLM) those RACM whose asbestos content is less than 10% in order to more accurately determine the asbestos content therein.					
<b>FRIABILITY</b>	F = Friable Material	NF = Non-Friable Material				
<b>ACM CATEGORY</b>	RACM = Regulated ACM	CAT I = Category I non-friable ACM	CAT II = Category II non-friable ACM			
<b>ABBREVIATIONS:</b>	PC = Results based on Point-Count analysis		TEM NOB = Transmission Electron Microscopy of Non-Friable Organically Bound Material			
	NA = Not Applicable	ND = None Detected	NIS = Not in Scope		C = Chrysotile	
	HA = Homogeneous Area	SF = Square Feet	LF = Linear Feet			CF = Cubic Feet

TABLE 2.2-2: SUMMARY OF HOMOGENEOUS SAMPLING AREAS 338 NORTH MARION AVENUE – LAKE CITY, FLORIDA							
HA #	HOMOGENEOUS MATERIAL DESCRIPTION	HOMOGENEOUS MATERIAL LOCATION	FRIABILITY (F/NF)	% ASBESTOS*	# OF SAMPLES COLLECTED	APPROXIMATE QUANTITY	ACM CATEGORY
M-01	White Sink Undercoat	2 <sup>nd</sup> Floor	NF	ND	3	NIS	NA
PL-01	Tan Plaster with White Skimcoat	Throughout	NF	ND	5	NIS	NA
DW-01	Drywall / Joint Compound	Throughout	NF	ND	3	NIS	NA
VB-01	Light Tan Cove Base & Beige Mastic	Throughout	NF	ND	3	NIS	NA
VB-02	Gray Cove Base & Beige Mastic	Throughout	NF	ND	3	NIS	NA
VB-03	Brown Cove Base & Beige Mastic	Bathroom	NF	ND	3	NIS	NA
FT-01	9" x 9" Brown Floor Tile & Black Mastic	2 <sup>nd</sup> Floor – Under Carpet	NF	Tile-7% C Mastic-< 1% C	3	310 SF	CAT. I
FT-02	Brown Laminate Floor Tile & Clear Mastic	Bathroom	NF	ND	3	NIS	NA
M-02	White Wall & Ceiling Texture	Storage	NF	ND	3	NIS	NA

TABLE 2.2-3: SUMMARY OF HOMOGENEOUS SAMPLING AREAS 129 HILLSBORO STREET – LAKE CITY, FLORIDA							
HA #	HOMOGENEOUS MATERIAL DESCRIPTION	HOMOGENEOUS MATERIAL LOCATION	FRIABILITY (F/NF)	% ASBESTOS*	# OF SAMPLES COLLECTED	APPROXIMATE QUANTITY	ACM CATEGORY
CT-01	2' x 4' White Wormhole Ceiling Tile	Storage	F	ND	3	NIS	NA

<b>ASBESTOS CONTENT</b> Expressed as percent	* = The facility owner has the option of point-counting by Polarized Light Microscopy (PLM) those RACM whose asbestos content is less than 10% in order to more accurately determine the asbestos content therein.						
	<b>FRIABILITY</b>	F = Friable Material	NF = Non-Friable Material				
	<b>ACM CATEGORY</b>	RACM = Regulated ACM	CAT I = Category I non-friable ACM	CAT II = Category II non-friable ACM			
	<b>ABBREVIATIONS:</b>	PC = Results based on Point-Count analysis		TEM NOB = Transmission Electron Microscopy of Non-Friable Organically Bound Material			
		NA = Not Applicable	ND = None Detected	NIS = Not in Scope		C = Chrysotile	
	HA = Homogeneous Area	SF = Square Feet	LF = Linear Feet		CF = Cubic Feet		

## **3.0 CONCLUSIONS AND RECOMMENDATIONS**

### **3.1 GENERAL**

**Asbestos-containing materials (ACMs) were identified in the scope of this survey. General and specific conclusions and recommendations are provided below.**

The EPA, OSHA and the State of Florida have promulgated regulations dealing with asbestos. For commercial building owners, the EPA NESHAP (40 CFR 61) regulations require removal of RACM, prior to conducting activities which might disturb the material. They also deal with notification, handling and disposal of asbestos.

The EPA recommends that an Operations and Maintenance (O&M) Program be developed for any facilities with ACM, and this Program should address all ACM (known and/or assumed) present. The O&M Program establishes notification and training requirements along with special procedures for working around the ACM. The O&M Program would remain in effect until all asbestos is removed.

Category I and Category II non-friable materials, as defined by the EPA, may remain within a facility during demolition with no potential cessation of work, provided they remain non-friable and the appropriate engineering controls (i.e., wet methods) are utilized, with the resulting waste disposed of as asbestos-containing waste. However, there is no guarantee that these materials will remain non-friable. If the materials become friable, then they are classified as RACM. Additionally, local jurisdictions may have more stringent interpretations regarding classification of these materials.

RACM, as defined by the EPA, must be removed prior to renovation or demolition activities that may disturb the materials.

The OSHA regulations deal with employee exposure to airborne asbestos fibers. The regulations restrict employee exposure, and require special monitoring, training and handling procedures when dealing with asbestos. Additionally, OSHA has regulations that may supersede the EPA regulations. In order to protect the worker, OSHA has established a permissible exposure limit (PEL), which limits employee exposure to airborne fiber concentrations. OSHA requires objective evidence that the PEL will not be exceeded, as justification that personal air monitoring and engineering controls will not be required. OSHA has also established rules requiring the containerization and labeling of asbestos waste.

The State regulations require that anyone involved in asbestos consulting activities be a licensed asbestos consultant and that anyone involved in asbestos abatement, with the exception of roofing materials, be a licensed asbestos abatement contractor.

## **3.2 SPECIFIC**

### **173 NW Hillsboro Street**

MAS-01: White Duct Mastic

MAS-02: Black Duct Mastic

These materials are defined by the EPA as Category I non-friable materials. These materials do not appear to present a significant issue, as observed, at the time of the survey. We recommend that the identified ACM be maintained as part of an O&M Program and periodically monitored for any changes in condition. Additionally, we recommend that a licensed asbestos abatement contractor properly remove and dispose of the ACM prior to conducting renovation activities that might disturb the ACM.

### **338 North Marion Avenue**

FT-01: 9" x 9" Brown Floor Tile & Black Mastic

This material is defined by the EPA as a Category I non-friable material. This material does not appear to present a significant issue, as observed, at the time of the survey. We recommend that the identified ACM be maintained as part of an O&M Program and periodically monitored for any changes in condition. Additionally, we recommend that a licensed asbestos abatement contractor properly remove and dispose of the ACM prior to conducting renovation activities that might disturb the ACM.

### **338 North Marion Avenue**

< One Percent Asbestos Building Material

FT-01: Black Mastic associated with 9" x 9" Brown Floor Tile

This building material is classified by the EPA as a non-asbestos containing materials based on the analytical results. However, OSHA regulations still apply. Therefore, GLE recommends that the material be considered for removal by a licensed asbestos abatement contractor, prior to disturbance (i.e. removal, sanding, cutting, etc.), as part of a renovation or demolition project. However, if maintained wet, the material may remain in-place during renovation and/or demolition activities, provided sufficient documentation is obtained indicating personnel performing work are not exposed to asbestos fiber levels above OSHA's PEL of 0.1 fibers per cubic centimeter (f/cc). This documentation may be obtained by performing air monitoring as required by OSHA.

## **4.0 LIMITATIONS AND CONDITIONS**

As a result of previous renovations, there may be hidden materials, such as floor tile, sheet vinyl flooring, insulation, etc. These materials may be found in various areas hidden under existing flooring materials or in wall cavities. Any materials found during construction activities, either not addressed in this survey report, or similar to the ACM identified in this survey report should be assumed to be ACM until sampling and analysis documents otherwise.

Because of the hidden nature of many building components (i.e. within mechanical chases), it may be impossible to determine if all of the suspect building materials have been located and subsequently tested. Destructive testing in some instances is not a viable option. We cannot, therefore, guarantee that all potential ACM has been located. For the same reasons, estimates of quantities and/or conditions are subject to readily apparent situations, and our findings reflect this condition. We do warrant, however, that the investigations and methodology reflect our best efforts based upon the prevailing standard of care in the environmental industry.

The information contained in this report was prepared based upon specific parameters and regulations in force at the time of this report. The information herein is only for the specific use of the client and GLE. GLE accepts no responsibility for the use, interpretation, or reliance by other parties on the information contained herein, unless prior written authorization has been obtained from GLE.



## **APPENDIX A**

### **Analytical Results and Chains of Custody**

## SUMMARY OF BULK SAMPLE ANALYSIS

City of Lake City; 129 Hillsboro Street

21000-23740

Sample	Sample Type	Fiber Type	
CT-01A	2' X 4' White Wormhole Ceiling Tile	100%	Mineral Wool
CT-01B	2' X 4' White Wormhole Ceiling Tile	100%	Mineral Wool
CT-01C-QC	2' X 4' White Wormhole Ceiling Tile	100%	Mineral Wool

Analyst / Approved  
Signatory:



Darryl Neldner

\* Polarized Light Microscopy coupled with dispersion is the technique used for identification in accordance with EPA 600/M4-82-020, EPA 600/R-93/116, and NIOSH Method 9002.

\*\* The percentage of each component is visually estimated. The result of this analysis relate only to the material tested.  
The report shall not be used to claim product endorsement by NVLAP or any agency of the U.S. Government.  
(>1% greater than one percent, <1% less than one percent) QC - Sample reanalyzed for QA/QC.

\*\*\* This report shall not be reproduced except in full, without the written approval of the laboratory. GLE Report # 26033

Analysis performed by GLE Associates, Inc. NVLAP Code 102003-0, CO AL-17485, TX 30-0337

Feedback regarding laboratory performance should be addressed to lab@gleassociates.com.

Report Date: 3/18/2021

Page 1 of 1

City of Lake City

CHAIN OF CUSTODY/SAMPLE TRANSMITTAL FORM



GLE Associates, Inc.  
8659 Baypine Road, Suite 306  
Jacksonville, FL 32256  
PHONE: (904) 296-1880 FAX: (904) 296-1860

CLIENT:   
PROJECT #: 21000-23740 LAB 20883  
PROJECT: 129 Hillsboro Street  
LABORATORY SENT TO: GLE  
DATE: 3-17-21

SAMPLE INFORMATION

SAMPLE #	DESCRIPTION	SAMPLE #	DESCRIPTION
CT01A-C	2' x 4' White Wormhole Ceiling Tile		

**IMPORTANT:** TOTAL NUMBER OF SAMPLES SUBMITTED

3

**IMPORTANT:** POSITIVE STOP ANALYSIS

yes

**IMPORTANT:** E-MAIL RESULTS TO

Teucevich & Tellott

NOTE:

Turnaround time starts at receipt by lab and does not include weekend or holidays.

Select Turnaround Time

☐ 3 hour ☐ 6 Hour ☐ 24 Hour ☐ 48 Hour ☐ 3 Day ☒ 4 Day

REPORT RESULTS TO THE ADDRESS ABOVE

CHAIN OF CUSTODY: GLE ASSOCIATES, INC.		CHAIN OF CUSTODY: LABORATORY	
PACKAGED BY:	Johnny Ciucevich	SAMPLES RECEIVED BY:	3/18/21
DATE PACKAGED:	3-17-21	DATE:	3/18/21
METHOD OF TRANSMITTAL:	Fed Ex	TIME:	11:52
TRANSMITTED BY:		CONDITION OF PACKAGED SAMPLES:	
CHAIN OF CUSTODY: RETURNED TO GLE ASSOCIATES, INC.			
RECEIVED BY:		DATE:	
INVENTORIED BY:		DATE:	
REPACKAGED AND SEALED BY:		DATE:	
PAGE:	OF		

## SUMMARY OF BULK SAMPLE ANALYSIS

City of Lake City; 173 NW Hillsboro Street

21000-23740

Sample	Sample Type		Fiber Type
CT-01A	2' X 2' White Pinhole Ceiling Tile	100%	Mineral Wool
CT-01B	2' X 2' White Pinhole Ceiling Tile	100%	Mineral Wool
CT-01C-QC	2' X 2' White Pinhole Ceiling Tile	100%	Mineral Wool
CT-02A	2' X 2' White Rough Texture Ceiling Tile	100%	Mineral Wool
CT-02B	2' X 2' White Rough Texture Ceiling Tile	100%	Mineral Wool
CT-02C	2' X 2' White Rough Texture Ceiling Tile	100%	Mineral Wool
CT-03A	2' X 2' White Wormhole Ceiling Tile	100%	Mineral Wool
CT-03B	2' X 2' White Wormhole Ceiling Tile	100%	Mineral Wool
CT-03C	2' X 2' White Wormhole Ceiling Tile	100%	Mineral Wool
VB-01A	Brown Vinyl Cove Base & Beige Mastic	100%	Polymer
VB-01B	Brown Vinyl Cove Base & Beige Mastic	100%	Polymer
VB-01C	Brown Vinyl Cove Base & Beige Mastic	100%	Polymer

Analyst / Approved  
Signatory:



Darryl Neldner

\* Polarized Light Microscopy coupled with dispersion is the technique used for identification in accordance with EPA 600/M4-82-020, EPA 600/R-93/116, and NIOSH Method 9002.

\*\* The percentage of each component is visually estimated. The result of this analysis relate only to the material tested. The report shall not be used to claim product endorsement by NVLAP or any agency of the U.S. Government. (>1% greater than one percent, <1% less than one percent) QC - Sample reanalyzed for QA/QC.

\*\*\* This report shall not be reproduced except in full, without the written approval of the laboratory. GLE Report # 26035

Analysis performed by GLE Associates, Inc. NVLAP Code 102003-0, CO AL-17485, TX 30-0337

Feedback regarding laboratory performance should be addressed to lab@gleassociates.com.

Report Date: 3/18/2021

Page 1 of 4

## SUMMARY OF BULK SAMPLE ANALYSIS

City of Lake City; 173 NW Hillsboro Street

21000-23740

Sample	Sample Type		Fiber Type
MAS-01A-QC	White Duct Mastic	10%	Chrysotile Asbestos
		90%	Polymer, Quartz, Calcite, Clay, Mica
	Fibrous Duct Insulation	100%	Mineral Wool
MAS-01B	White Duct Mastic		Positive Stop/Sample not analyzed
	Fibrous Duct Insulation	100%	Mineral Wool
MAS-01C	White Duct Mastic		Positive Stop/Sample not analyzed
	Fibrous Duct Insulation	100%	Mineral Wool
FT-01A	12" X 12" Brown Floor Tile & Tan Mastic	100%	Polymer, Quartz, Calcite, Clay, Mica
FT-01B	12" X 12" Brown Floor Tile & Tan Mastic	100%	Polymer, Quartz, Calcite, Clay, Mica
FT-01C	12" X 12" Brown Floor Tile & Tan Mastic	100%	Polymer, Quartz, Calcite, Clay, Mica
DW-01A	Drywall & Joint Compound	100%	Gypsum, Quartz, Calcite, Clay
DW-01B	Drywall & Joint Compound	100%	Gypsum, Quartz, Calcite, Clay
DW-01C	Drywall & Joint Compound	100%	Gypsum, Quartz, Calcite, Clay
VB-02A	Dark Brown Vinyl Cove Base & Tan Mastic	100%	Polymer

Analyst / Approved  
Signatory:



Darryl Neldner

\* Polarized Light Microscopy coupled with dispersion is the technique used for identification in accordance with EPA 600/M4-82-020, EPA 600/R-93/116, and NIOSH Method 9002.

\*\* The percentage of each component is visually estimated. The result of this analysis relate only to the material tested.  
The report shall not be used to claim product endorsement by NVLAP or any agency of the U.S. Government.  
(>1% greater than one percent, <1% less than one percent) QC - Sample reanalyzed for QA/QC.

\*\*\* This report shall not be reproduced except in full, without the written approval of the laboratory. GLE Report # 26035

Analysis performed by GLE Associates, Inc. NVLAP Code 102003-0, CO AL-17485, TX 30-0337

Feedback regarding laboratory performance should be addressed to lab@gleassociates.com.

Report Date: 3/18/2021

Page 2 of 4

## SUMMARY OF BULK SAMPLE ANALYSIS

City of Lake City; 173 NW Hillsboro Street

21000-23740

Sample	Sample Type		Fiber Type
VB-02B-QC	Dark Brown Vinyl Cove Base & Tan Mastic	100%	Polymer
VB-02C	Dark Brown Vinyl Cove Base & Tan Mastic	100%	Polymer
M-01A	Gray Ceramic Grout	100%	Quartz, Calcite, Clay, Mica
M-01B	Gray Ceramic Grout	100%	Quartz, Calcite, Clay, Mica
M-01C	Gray Ceramic Grout	100%	Quartz, Calcite, Clay, Mica
FT-02A	12" X 12" Gray Floor Tile & Tan Mastic	100%	Polymer, Quartz, Calcite, Clay, Mica
FT-02B	12" X 12" Gray Floor Tile & Tan Mastic	100%	Polymer, Quartz, Calcite, Clay, Mica
FT-02C	12" X 12" Gray Floor Tile & Tan Mastic	100%	Polymer, Quartz, Calcite, Clay, Mica
MSV-01A	Brown Sheet Vinyl Flooring & Clear Mastic	100%	Polymer, Quartz, Calcite, Clay, Mica
MSV-01B	Brown Sheet Vinyl Flooring & Clear Mastic	100%	Polymer, Quartz, Calcite, Clay, Mica
MSV-01C-QC	Brown Sheet Vinyl Flooring & Clear Mastic	100%	Polymer, Quartz, Calcite, Clay, Mica
M-02A	White Sink Undercoat	100%	Polymer, Quartz, Calcite, Clay, Mica
M-02B	White Sink Undercoat	100%	Polymer, Quartz, Calcite, Clay, Mica

Analyst / Approved  
Signatory:



Darryl Neldner

\* Polarized Light Microscopy coupled with dispersion is the technique used for identification in accordance with EPA 600/M4-82-020, EPA 600/R-93/116, and NIOSH Method 9002.

\*\* The percentage of each component is visually estimated. The result of this analysis relate only to the material tested. The report shall not be used to claim product endorsement by NVLAP or any agency of the U.S. Government. (>1% greater than one percent, <1% less than one percent) QC - Sample reanalyzed for QA/QC.

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Report Date: 3/18/2021

Page 3 of 4

## SUMMARY OF BULK SAMPLE ANALYSIS

City of Lake City; 173 NW Hillsboro Street

21000-23740

Sample	Sample Type	Fiber Type	
M-02C	White Sink Undercoat	100%	Polymer, Quartz, Calcite, Clay, Mica
PCT-01A	White Popcorn Ceiling Treatment	100%	Polymer, Quartz, Calcite, Clay, Mica
PCT-01B	White Popcorn Ceiling Treatment	100%	Polymer, Quartz, Calcite, Clay, Mica
PCT-01C	White Popcorn Ceiling Treatment	100%	Polymer, Quartz, Calcite, Clay, Mica
MAS-02A	Black Duct Mastic	10%	Chrysotile Asbestos
		90%	Bitumen
	Fibrous		
MAS-02B	Fibrous Duct Insulation	100%	Mineral Wool
	Black Duct Mastic		Positive Stop/Sample not analyzed
	Fibrous Duct Insulation	100%	Mineral Wool
MAS-02C	Black Duct Mastic		Positive Stop/Sample not analyzed
	Fibrous Duct Insulation	100%	Mineral Wool

Analyst / Approved  
Signatory:



Darryl Neldner

\* Polarized Light Microscopy coupled with dispersion is the technique used for identification in accordance with EPA 600/M4-82-020, EPA 600/R-93/116, and NIOSH Method 9002.

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Analysis performed by GLE Associates, Inc. NVLAP Code 102003-0, CO AL-17485, TX 30-0337

Feedback regarding laboratory performance should be addressed to lab@gleassociates.com.

Report Date: 3/18/2021

Page 4 of 4

## CHAIN OF CUSTODY/SAMPLE TRANSMITTAL FORM



GLE Associates, Inc.  
8659 Baypine Road, Suite 306  
Jacksonville, FL 32256  
PHONE: (904) 296-1880 FAX: (904) 296-1860

CLIENT: City of Lake CityPROJECT #: 21000-23740LAB 2005PROJECT: 1713 NW Hillsboro StreetLABORATORY SENT TO: GLEDATE: 3-17-21

## SAMPLE INFORMATION

SAMPLE #	DESCRIPTION	SAMPLE #	DESCRIPTION
CTD1A-C	2' x 2' white Pinhole Ceiling tile	MOZA-C	White Sink Undercoat
CTD2A-C	2' x 2' white Rough Texture Ceiling tile	PCD1A-C	White Popcorn Ceiling Treatment
CTD3A-C	2' x 2' white Woonhole Ceiling tile	MABOZA-C	Black Duct mastic
VBO1A-C	Brown Vinyl Cove Base & Beige Mastic		
MASO1A-C	White Duct mastic		
FTD1A-C	12" x 12" Brown Floor tile & TAN mastic		
DWO1A-C	Drywall / Joint Compound		
VBO2A-C	Dark Brown Vinyl Cove Base & TAN mastic		
MO1A-C	Gray Ceramic Grout		
FTD2A-C	12" x 12" Gray Floor tile & TAN mastic		
MSVO1A-C	Brown Sheet Vinyl Flooring & Clear mastic		

**IMPORTANT: TOTAL NUMBER OF SAMPLES SUBMITTED**

42

**IMPORTANT: POSITIVE STOP ANALYSIS**

yes

**IMPORTANT: E-MAIL RESULTS TO**

Jencovich &amp; Jellioth

**NOTE:**

Turnaround time starts at receipt by lab and does not include weekend or holidays.

**Select Turnaround Time**

☐ 3 hour
 ☐ 6 Hour
 ☐ 24 Hour
 ☐ 48 Hour
 ☐ 3 Day
 ☒ 4 Day

**REPORT RESULTS TO THE ADDRESS ABOVE**

CHAIN OF CUSTODY: GLE ASSOCIATES, INC.		CHAIN OF CUSTODY: LABORATORY	
PACKAGED BY: <u>Johnny Jencovich</u>		SAMPLES RECEIVED BY: <u>[Signature]</u>	
DATE PACKAGED: <u>3-17-21</u>		DATE: <u>3-18-21</u>	
METHOD OF TRANSMITTAL: <u>Fed Ex</u>		TIME: <u>2:10</u>	
TRANSMITTED BY:		CONDITION OF PACKAGED SAMPLES: <u>[Signature]</u>	
CHAIN OF CUSTODY: RETURNED TO GLE ASSOCIATES, INC.			
RECEIVED BY:		DATE:	
INVENTORIED BY:		DATE:	
REPACKAGED AND SEALED BY:		DATE:	
PAGE: <u>OF</u>			



## SUMMARY OF BULK SAMPLE ANALYSIS

City of Lake City; 338 North Marion Avenue

21000-23740

Sample	Sample Type		Fiber Type
M-01A	White Sink Undercoat	100%	Polymer, Quartz, Calcite, Clay, Mica
M-01B	White Sink Undercoat	100%	Polymer, Quartz, Calcite, Clay, Mica
M-01C-QC	White Sink Undercoat	100%	Polymer, Quartz, Calcite, Clay, Mica
PL-01A	Tan Plaster & White Skimcoat	100%	Quartz, Calcite, Clay, Mica
PL-01B	Tan Plaster & White Skimcoat	100%	Quartz, Calcite, Clay, Mica
PL-01C	Tan Plaster & White Skimcoat	100%	Quartz, Calcite, Clay, Mica
PL-01D	Tan Plaster & White Skimcoat	100%	Quartz, Calcite, Clay, Mica
PL-01E	Tan Plaster & White Skimcoat	100%	Quartz, Calcite, Clay, Mica
DW-01A	Drywall & Joint Compound	100%	Gypsum, Quartz, Calcite, Clay
DW-01B	Drywall & Joint Compound	100%	Gypsum, Quartz, Calcite, Clay
DW-01C	Drywall & Joint Compound	100%	Gypsum, Quartz, Calcite, Clay
VB-01A	Light Tan Cove Base & Beige Mastic	100%	Polymer

Analyst / Approved  
Signatory:



Darryl Neldner

\* Polarized Light Microscopy coupled with dispersion is the technique used for identification in accordance with EPA 600/M4-82-020, EPA 600/R-93/116, and NIOSH Method 9002.

\*\* The percentage of each component is visually estimated. The result of this analysis relate only to the material tested. The report shall not be used to claim product endorsement by NVLAP or any agency of the U.S. Government. (>1% greater than one percent, <1% less than one percent) QC - Sample reanalyzed for QA/QC.

\*\*\* This report shall not be reproduced except in full, without the written approval of the laboratory. GLE Report # 26036

Analysis performed by GLE Associates, Inc. NVLAP Code 102003-0, CO AL-17485, TX 30-0337

Feedback regarding laboratory performance should be addressed to lab@gleassociates.com.

Report Date: 3/18/2021

Page 1 of 3

## SUMMARY OF BULK SAMPLE ANALYSIS

City of Lake City; 338 North Marion Avenue

21000-23740

Sample	Sample Type	Fiber Type	
VB-01B-QC	Light Tan Cove Base & Beige Mastic	100%	Polymer
VB-01C	Light Tan Cove Base & Beige Mastic	100%	Polymer
VB-02A	Gray Cove Base & Beige Mastic	100%	Polymer
VB-02B	Gray Cove Base & Beige Mastic	100%	Polymer
VB-02C	Gray Cove Base & Beige Mastic	100%	Polymer
VB-03A	Brown Cove Base & Beige Mastic	100%	Polymer
VB-03B	Brown Cove Base & Beige Mastic	100%	Polymer
VB-03C	Brown Cove Base & Beige Mastic	100%	Polymer
FT-01A	9' X 9' Brown Floor Tile  Black Mastic	7%	Chrysotile Asbestos
		93%	Polymer, Quartz, Calcite, Clay, Mica
		<1%	Chrysotile Asbestos
		100%	Bitumen
FT-01B	9' X 9' Brown Floor Tile  Black Mastic	Positive Stop/Sample not analyzed	
		<1%	Chrysotile Asbestos
		100%	Bitumen

Analyst / Approved  
Signatory:



Darryl Neldner

\* Polarized Light Microscopy coupled with dispersion is the technique used for identification in accordance with EPA 600/M4-82-020, EPA 600/R-93/116, and NIOSH Method 9002.

\*\* The percentage of each component is visually estimated. The result of this analysis relate only to the material tested. The report shall not be used to claim product endorsement by NVLAP or any agency of the U.S. Government. (>1% greater than one percent, <1% less than one percent) QC - Sample reanalyzed for QA/QC.

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Analysis performed by GLE Associates, Inc. NVLAP Code 102003-0, CO AL-17485, TX 30-0337

Feedback regarding laboratory performance should be addressed to lab@gleassociates.com.

Report Date: 3/18/2021

Page 2 of 3

## SUMMARY OF BULK SAMPLE ANALYSIS

City of Lake City; 338 North Marion Avenue

21000-23740

Sample	Sample Type	Fiber Type	
FT-01C-QC	9' X 9' Brown Floor Tile	Positive Stop/Sample not analyzed	
	Black Mastic	<1% 100%	Chrysotile Asbestos Bitumen
FT-02A	Brown Laminate Floor Tile & Clear Mastic	100%	Polymer, Quartz, Calcite, Clay, Mica
FT-02B	Brown Laminate Floor Tile & Clear Mastic	100%	Polymer, Quartz, Calcite, Clay, Mica
FT-02C	Brown Laminate Floor Tile & Clear Mastic	100%	Polymer, Quartz, Calcite, Clay, Mica
M-02A	White Wall & Ceiling Texture	100%	Polymer, Quartz, Calcite, Clay, Mica
M-02B	White Wall & Ceiling Texture	100%	Polymer, Quartz, Calcite, Clay, Mica
M-02C	White Wall & Ceiling Texture	100%	Polymer, Quartz, Calcite, Clay, Mica

Analyst / Approved  
Signatory:



Darryl Neldner

\* Polarized Light Microscopy coupled with dispersion is the technique used for identification in accordance with EPA 600/M4-82-020, EPA 600/R-93/116, and NIOSH Method 9002.

\*\* The percentage of each component is visually estimated. The result of this analysis relate only to the material tested.  
The report shall not be used to claim product endorsement by NVLAP or any agency of the U.S. Government.  
(>1% greater than one percent, <1% less than one percent) QC - Sample reanalyzed for QA/QC.

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Feedback regarding laboratory performance should be addressed to lab@gleassociates.com.

Report Date: 3/18/2021

Page 3 of 3

City of Lake City

**CHAIN OF CUSTODY/SAMPLE TRANSMITTAL FORM**



GLE Associates, Inc.  
8659 Baypine Road, Suite 306  
Jacksonville, FL 32256  
PHONE: (904) 296-1880 FAX: (904) 296-1860

CLIENT:		LAB	200P
PROJECT #:	21000-23740		
PROJECT:	338 North Marion Avenue		
LABORATORY SENT TO:	GLE		
DATE:	3-17-21		

**SAMPLE INFORMATION**

SAMPLE #	DESCRIPTION	SAMPLE #	DESCRIPTION
M01A-C	White Sink Undercoat		
P201A-E	Tan Plaster with White Skimcoat		
DW01A-C	Drywall Joint Compound		
VB01A-C	Light Tan Cove Base & Beige Mastic		
VB02A-C	Gray Cove Base & Beige Mastic		
VB03A-C	Brown Cove & Beige Mastic		
FT01A-C	9' x 9' Brown Floor tile & Black Mastic		
FT02A-C	Brown Laminate Floor tile & Clear Mastic		
M02A-C	White Wall & Ceiling Texture		

**IMPORTANT: TOTAL NUMBER OF SAMPLES SUBMITTED**

29

**IMPORTANT: POSITIVE STOP ANALYSIS**

Yes

**IMPORTANT: E-MAIL RESULTS TO**

Scincevich & Elliott

**NOTE:**

**Turnaround time starts at receipt by lab and does not include weekend or holidays.**

**Select Turnaround Time**

☐ 3 hour
 ☐ 6 Hour
 ☐ 24 Hour
 ☐ 48 Hour
 ☐ 3 Day
 ☒ 4 Day

**REPORT RESULTS TO THE ADDRESS ABOVE**

CHAIN OF CUSTODY: GLE ASSOCIATES, INC.		CHAIN OF CUSTODY: LABORATORY	
PACKAGED BY:	Johnny Scincevich	SAMPLES RECEIVED BY:	
DATE PACKAGED:	3-17-21	DATE:	3-18-21
METHOD OF TRANSMITTAL:	Fed Ex	TIME:	
TRANSMITTED BY:		CONDITION OF PACKAGED SAMPLES:	
CHAIN OF CUSTODY: RETURNED TO GLE ASSOCIATES, INC.			
RECEIVED BY:		DATE:	
INVENTORIED BY:		DATE:	
REPACKAGED AND SEALED BY:		DATE:	
PAGE:	OF		

## **APPENDIX B**

### **Personnel and Laboratory Certifications**

Ron DeSantis, Governor



Halsey Beshears, Secretary



# STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

## ASBESTOS LICENSING UNIT

THE ASBESTOS BUSINESS ORGANIZATION HEREIN IS LICENSED UNDER THE  
PROVISIONS OF CHAPTER 469, FLORIDA STATUTES



### GLE ASSOCIATES INC

ROBERT BLAIR GREENE  
5405 CYPRESS CENTER DRIVE  
SUITE 110  
TAMPA FL 33609

**LICENSE NUMBER: ZA0000034**

**EXPIRATION DATE: NOVEMBER 30, 2021**

Always verify licenses online at [MyFloridaLicense.com](http://MyFloridaLicense.com)



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This is your license. It is unlawful for anyone other than the licensee to use this document.





Ron DeSantis, Governor

Halsey Beshears, Secretary



# STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

## ASBESTOS LICENSING UNIT

THE ASBESTOS CONSULTANT - ENGINEER HEREIN IS LICENSED UNDER THE  
PROVISIONS OF CHAPTER 469, FLORIDA STATUTES

**GREENE, ROBERT BLAIR**

GLE ASSOCIATES INC  
5405 CYPRESS CENTER DR  
SUITE 110  
TAMPA FL 33609

**LICENSE NUMBER: EA00000009**

**EXPIRATION DATE: NOVEMBER 30, 2022**

Always verify licenses online at [MyFloridaLicense.com](http://MyFloridaLicense.com)

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# Asbestos Consulting & Training Systems

900 N.W. 5TH Avenue, Fort Lauderdale, Florida 33311 (954) 524-7208

***This is to Certify that***  
***John Ciucevich***



X X X - X X - 9 8 4 8

8659 Baypine Road Suite 306, Jacksonville, FL 32256

***has successfully completed an English***

***Asbestos Building Inspection Refresher***

**10-Jul-20 TO 10-Jul-20**

and has completed the requisite training for TSCA

Meets state requirements of FL49-0001020/CN-0006273 and UT (6.0 core).

NDAAC Provider #451

Trainer(s): Alberto Ania

Training Address: 2233 Park Ave, Suite 202, Orange Park, FL 32073

Successful course completion based on exam score on: 10-Jul-20

***This Certificate Expires:***



**10-Jul-21**

0 7 / 1 0 / 2 1

Processed By:



To Authentic Certificate  
[www.seagulltraining.com](http://www.seagulltraining.com)  
1-800-966-9933



James F. Stump, Course Sponsor



Certificate Number: 1 8 3 7 0 2

Course Number: JE2028





**GLE Associates, Inc. FL 49-0001218**

5405 Cypress Center Drive ~ Suite 110 ~ Tampa, Florida 33609 ~ (813) 241-8350

certifies that

**Arturo R. Confiado**

has completed the requisite training for  
**ASBESTOS INSPECTOR REFRESHER**  
accreditation under TSCA Title II Course No.: FL 49-0002824

conducted on

**May 20, 2020**

at

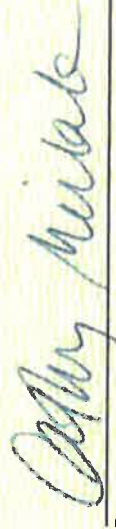
**TAMPA, FLORIDA**

Certificate Number

**6450**

Passed Exam with score of 70% or better.

EPA Accreditation Expires: **May 20, 2021**



Instructor



GLE Associates, Inc.

Robert B. Greene

United States Department of Commerce  
National Institute of Standards and Technology



Certificate of Accreditation to ISO/IEC 17025:2005

NVLAP LAB CODE: 102003-0

**GLE Associates, Inc.**

Tampa, FL

is accredited by the National Voluntary Laboratory Accreditation Program for specific services,  
listed on the Scope of Accreditation, for:

**Asbestos Fiber Analysis**

This laboratory is accredited in accordance with the recognized International Standard ISO/IEC 17025:2005.  
This accreditation demonstrates technical competence for a defined scope and the operation of a laboratory quality  
management system (refer to joint ISO-ILAC-IAF Communiqué dated January 2009).

2020-04-01 through 2021-03-31

Effective Dates



A handwritten signature in blue ink, which appears to read "Peter S. Lander".

For the National Voluntary Laboratory Accreditation Program

**SCOPE OF ACCREDITATION TO ISO/IEC 17025:2005**

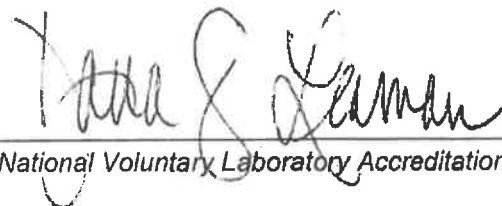
**GLE Associates, Inc.**  
5405 Cypress Center Drive  
Suite 110  
Tampa, FL 33609  
Mr. Darryl S. Neldner  
Phone: 813-241-8350 x247 Fax: 813-241-8737  
Email: [dneldner@gleassociates.com](mailto:dneldner@gleassociates.com)  
<http://www.gleassociates.com>

**ASBESTOS FIBER ANALYSIS**

**NVLAP LAB CODE 102003-0**

**Bulk Asbestos Analysis**

<u><b>Code</b></u>	<u><b>Description</b></u>
18/A01	EPA -- 40 CFR Appendix E to Subpart E of Part 763, Interim Method of the Determination of Asbestos in Bulk Insulation Samples
18/A03	EPA 600/R-93/116: Method for the Determination of Asbestos in Bulk Building Materials



For the National Voluntary Laboratory Accreditation Program

# **LEAD-CONTAINING PAINT SURVEY REPORT**

**173 NW Hillsboro Street  
338 North Marion Avenue  
129 Hillsboro Street  
Lake City, Florida**

**GLE Project No.: 21000-23740**

**Prepared for:**

**City of Lake City  
C/O Mr. Joe Helfenberger  
205 North Marion Avenue  
Lake City, Florida 32055**

**March 2021**

**Prepared by:**



**8651 Baypine Road, Suite 115  
Jacksonville, Florida 32256  
904-296-1880 • Fax 904-296-1860**





March 26, 2021

City of Lake City  
C/O Mr. Joe Helfenberger  
City Manager  
205 North Marion Avenue  
Lake City, Florida 32055

**RE: Lead-Containing Paint Survey Report**  
**173 NW Hillsboro Street**  
**338 North Marion Avenue**  
**129 Hillsboro Street**  
**Lake City, Florida**

Project No.: 21000-23740

Dear Mr. Helfenberger:

GLE Associates, Inc. (GLE) performed a survey to identify lead-containing paint on March 17, 2021, at the three structures mentioned above, located in Lake City, Florida. The survey was performed by Mr. Johnny Ciucevich and Mr. Arturo Confiado with GLE. This report outlines the sampling and testing procedures, and presents the results along with our conclusions and recommendations.

GLE appreciates the opportunity to work with you on this project. Should you have questions regarding any of the information contained in this report, please do not hesitate to contact our office.

Sincerely,  
**GLE Associates, Inc.**

John E. Ciucevich III  
Senior Project Manager

Robert B. Greene, PE, PG, CIH, LEED AP  
President

JEC/RBG/lr

M:\Work\Asb\2021\21000\23740.City of Lake City.173 & 129 Hillsboro Street.Asbestos and Lead-Containing Paint Surveys\Report\LCP Report\Lead Survey Report.doc

GLE Associates, Inc.

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### APPENDICES

Appendix A – Analytical Results and Chains of Custody  
Appendix B – Personnel and Laboratory Qualifications

## 1.0 EXECUTIVE SUMMARY

### 1.1 INTRODUCTION

On March 17, 2021, a lead-containing paint survey was conducted within three structures, located at 173 NW Hillsboro Street, 338 North Marion Avenue and 129 Hillsboro Street in Lake City, Florida. The roof systems were excluded from the survey. The survey was performed by Mr. Johnny Ciucevich and Mr. Arturo Confiado, with GLE.

### 1.2 FACILITY DESCRIPTION

A summary of the facilities investigated are outlined in the tables below.

#### 173 NW Hillsboro Street

Facility Type:	Commercial
Construction Date:	1977
Number of Floors:	Two
<b>Exterior</b>	
Floor Support:	Concrete Slab on Grade
Wall Support:	Metal Framing
Exterior Finish:	Paint, Brick
Roof System Type:	Not in Scope
<b>Interior</b>	
Wall Substrate:	Drywall and Joint Compound
Wall Finishes:	Paint, Cove Base
Floor Finishes:	Vinyl Floor Tile, Ceramic Tile, Carpet, Sheet Vinyl Flooring
Ceiling System:	Suspended Ceiling System
Ceiling Finishes:	Paint, Suspended Ceiling Tiles, Texture

#### 338 North Marion Avenue

Facility Type:	Commercial
Construction Date:	1912
Number of Floors:	Two
<b>Exterior</b>	
Floor Support:	Concrete Slab on Grade
Wall Support:	Concrete Block (CMU)
Exterior Finish:	Paint, Brick
Roof System Type:	Not in Scope
<b>Interior</b>	
Wall Substrate:	Drywall and Joint Compound, Plaster
Wall Finishes:	Paint, Texture, Cove Base
Floor Finishes:	Vinyl Floor Tile, Carpet
Ceiling System:	Drywall and Joint Compound
Ceiling Finishes:	Paint, Texture

**129 Hillsboro Street**

Facility Type:	Commercial
Construction Date:	Unknown
Number of Floors:	One
<b>Exterior</b>	
Floor Support:	Concrete Slab on Grade
Wall Support:	Wood Framing
Exterior Finish:	Siding
Roof System Type:	Not in Scope
<b>Interior</b>	
Wall Substrate:	Wood
Wall Finishes:	Paint
Floor Finishes:	Concrete
Ceiling System:	Wood
Ceiling Finishes:	Paint



## **2.0 RESULTS**

### **2.1 LEAD SURVEY PROCEDURES**

It is GLE's understanding that the survey was conducted to provide information needed to comply with 29 CFR Part 1926 "Lead Exposure in Construction; Interim Final Rule" for future demolition and/or renovation activities. The Scope of the "Lead Exposure in Construction; Interim Final Rule" "...applies to all occupational exposure to lead in all construction work in which lead, in any amount, is present in an occupationally related context." Due to the lack of a firm correlation between lead levels in paint and airborne lead levels during construction activities, OSHA has developed task-related triggers that require the implementation of the provisions required in 29 CFR Part 1926. Demolition and/or renovation activities involve tasks covered under this standard.

The survey was performed by observing and testing accessible painted component surfaces of the buildings. The sampling protocol used in this lead paint survey is a modified version of the survey methodology established by HUD. The protocol was modified to conform to the specific parameters of this project.

After the overall visual survey was completed, an inventory of painted surfaces was developed. The surveyor then subdivided the areas into homogeneous areas of apparent similar paint history.

Sampling of the paint surfaces was performed by collecting representative paint chips. All samples were submitted to EMSL Analytical, Inc., an accredited laboratory recognized under EPA's National Lead Laboratory Accreditation Program (NLLAP), located in Kernersville, North Carolina. These samples were analyzed by EPA Method SW 846 3050B/7000B and the results are reported in percentage of lead by weight of the paint sample (% Wt).

### **2.2 IDENTIFIED SUSPECT LEAD-CONTAINING PAINT**

A total of 18 samples of suspect lead-containing paint were collected from the facilities during the survey. The results of the laboratory analyses are included in Appendix A.

A summary of the paint chip sample analytical results is outlined in the following table.

TABLE 2.2-1: SUMMARY OF ANALYTICAL RESULTS 173 NW HILLSBORO STREET – LAKE CITY, FLORIDA						
SAMPLE #	BUILDING	INTERIOR OR EXTERIOR	LOCATION	COMPONENT	COLOR	LEAD CONCENTRATION (% BY WEIGHT)
L-1	173 NW Hillsboro Street	Interior	Throughout	Drywall Wall	Light Green	< 0.0080
L-2	173 NW Hillsboro Street	Interior	2 <sup>nd</sup> Floor	Wood Wall	Green	< 0.0080
<b>L-3</b>	<b>173 NW Hillsboro Street</b>	<b>Interior</b>	<b>2<sup>nd</sup> Floor Stairwell</b>	<b>Metal Door</b>	<b>Tan</b>	<b>0.91</b>
L-4	173 NW Hillsboro Street	Interior	2 <sup>nd</sup> Floor Stairwell	Drywall Wall	Tan	< 0.0080
L-5	173 NW Hillsboro Street	Interior	Vault	Concrete Wall	Yellow	< 0.0080
<b>L-6</b>	<b>173 NW Hillsboro Street</b>	<b>Interior</b>	<b>Stairwell</b>	<b>Metal Rail</b>	<b>Black</b>	<b>0.16</b>
L-7	173 NW Hillsboro Street	Exterior	Back of Structure	Concrete Column	White	< 0.0080

TABLE 2.2-2: SUMMARY OF ANALYTICAL RESULTS 338 NORTH MARION AVENUE – LAKE CITY, FLORIDA						
SAMPLE #	BUILDING	INTERIOR OR EXTERIOR	LOCATION	COMPONENT	COLOR	LEAD CONCENTRATION (% BY WEIGHT)
L-1	<b>338 North Marion Avenue</b>	<b>Interior</b>	<b>Lobby</b>	<b>Metal Ceiling</b>	<b>White</b>	<b>6.7</b>
L-2	338 North Marion Avenue	Interior	Lobby	Drywall Wall	White	< 0.0080
L-3	338 North Marion Avenue	Interior	Lobby	Plaster Wall	White	< 0.0080
<b>L-4</b>	<b>338 North Marion Avenue</b>	<b>Interior</b>	<b>Office</b>	<b>Brick Fireplace</b>	<b>Light Tan</b>	<b>0.054</b>
L-5	338 North Marion Avenue	Interior	Office	Drywall Wall	Light Tan	< 0.0080
L-6	338 North Marion Avenue	Interior	Storage	Drywall Wall	White	< 0.0080
<b>L-7</b>	<b>338 North Marion Avenue</b>	<b>Exterior</b>	<b>Exterior</b>	<b>Concrete Column</b>	<b>Light Tan</b>	<b>3.0</b>
<b>L-8</b>	<b>338 North Marion Avenue</b>	<b>Exterior</b>	<b>Exterior</b>	<b>Brick Wall</b>	<b>Light Tan</b>	<b>0.016</b>

<sup>1</sup> **BOLD** result indicates lead-containing paint.

<sup>2</sup> The requirements of the OSHA Lead in Construction Standard 29CFR 1926.62 are invoked if any amount of lead is present in the sample; there is no minimum concentration.

TABLE 2.2-3: SUMMARY OF ANALYTICAL RESULTS 129 HILLSBORO STREET – LAKE CITY, FLORIDA						
SAMPLE #	BUILDING	INTERIOR OR EXTERIOR	LOCATION	COMPONENT	COLOR	LEAD CONCENTRATION (% BY WEIGHT)
L-1	129 Hillsboro Street	Interior	Storage	Wood Beam	Tan	0.040
L-2	129 Hillsboro Street	Interior	Storage	Wood Wall	White	< 0.0080
L-3	129 Hillsboro Street	Interior	Storage	Wood Door Casing	White	< 0.0080

<sup>1</sup> **BOLD** result indicates lead-containing paint.

<sup>2</sup> The requirements of the OSHA Lead in Construction Standard 29CFR 1926.62 are invoked if any amount of lead is present in the sample; there is no minimum concentration.

### 3.0 CONCLUSIONS AND RECOMMENDATIONS

Analytical results indicate that seven of the 18 painted surfaces tested contain concentrations (% by weight) of lead within the paint greater than the laboratory's detection limits.

Under the present OSHA lead construction standard, **all identified lead-containing paint affected by construction activities falls under the requirements of 29 CFR 1926.** There are no current government guidelines defining a lead paint concentration that creates a hazardous atmosphere when disturbed. Based on current OSHA guidelines, for those employees who will be disturbing lead-containing paint, their employer must make an initial determination by monitoring employee exposure if any employee is exposed to lead at or above 30 ug/m<sup>3</sup> (8-hour TWA).

The employer must implement OSHA prescribed protective measures until they can demonstrate that the employee exposure is not in excess of the action level. For any planned demolition or renovation where abrasive blasting, welding, cutting and/or torch burning are planned for any facility which contain lead-based paint, GLE recommends the removal of lead paint by a properly trained lead removal contractor where these activities are planned.

For all identified lead painted materials where manual demolition (e.g. drywall) manual scraping, manual sanding and heat gun applications are planned: provide workers with interim protection as outline in the OSHA Lead Construction Standard until the employee exposure monitoring indicate that that all tasks being performed are not exposing employees above the Permissible Exposure Limit (PEL).

The interim employee protection measures include but are not limited to the following: appropriate respiratory protection; appropriate personal protective clothing and equipment; change areas; hand washing facilities; biological monitoring; and training.

All waste generated during the lead paint removal and during subsequent manual demolition or renovation activities should be characterized by Toxicity Characteristic Leaching Procedure testing for lead for waste disposal purposes.

Additionally, the EPA Renovation, Repair, and Painting Rule requires that firms performing renovation, repair, and painting projects that disturb lead-based paint in pre-1978 homes, child care facilities and schools be certified by EPA and that they use certified renovators who are trained by EPA-approved training providers to follow lead-safe work practices.

## **4.0 LIMITATIONS AND CONDITIONS**

Due to the inaccessibility of some building elements, it is conceivable that all potential lead-containing paint within the extents of this survey may not have been located and identified. We do warrant, however, that the investigations and methodology reflect our best efforts based upon the prevailing standard of care in the environmental industry.

## **APPENDIX A**

### **Analytical Results and Chains of Custody**

**EMSL Analytical, Inc.**

706 Gralin Street, Kernersville, NC 27284

Phone/Fax: (336) 992-1025 / (336) 992-4175

<http://www.EMSL.com>[greensborolab@emsl.com](mailto:greensborolab@emsl.com)

EMSL Order: 022101998  
CustomerID: GLEA51L  
CustomerPO: 21000-23740  
ProjectID:

Attn: **John Ciucevich**  
**GLE Associates**  
**8651 Baypine Road, Suite 115**  
**Jacksonville, FL 32256**

Phone: (904) 296-1880  
Fax: (904) 296-1860  
Received: 3/19/2021 09:15 AM  
Collected:

Project: 338 N. Marion Ave/ 21000-23740

**Test Report: Lead in Paint Chips by Flame AAS (SW 846 3050B/7000B)\***

<i>Client Sample Description</i>	<i>Collected</i>	<i>Analyzed</i>	<i>Weight</i>	<i>RDL</i>	<i>Lead Concentration</i>
L-1 022101998-0001		3/19/2021	.3364 g	0.80 % wt	6.7 % wt
L-2 022101998-0002		3/19/2021	.2617 g	0.0080 % wt	<0.0080 % wt
L-3 022101998-0003		3/19/2021	.2723 g	0.0080 % wt	<0.0080 % wt
L-4 022101998-0004		3/19/2021	.2843 g	0.0080 % wt	0.054 % wt
L-5 022101998-0005		3/19/2021	.2777 g	0.0080 % wt	<0.0080 % wt
L-6 022101998-0006		3/19/2021	.2777 g	0.0080 % wt	<0.0080 % wt
L-7 022101998-0007		3/19/2021	.2705 g	0.080 % wt	3.0 % wt
L-8 022101998-0008		3/19/2021	.2656 g	0.0080 % wt	0.016 % wt

James Cole, Laboratory Manager  
or other approved signatory

EMSL maintains liability limited to cost of analysis. Interpretation and use of test results are the responsibility of the client. This report relates only to the samples reported above, and may not be reproduced, except in full, without written approval by EMSL. EMSL bears no responsibility for sample collection activities or analytical method limitations. The report reflects the samples as received. Results are generated from the field sampling data (sampling volumes and areas, locations, etc.) provided by the client on the Chain of Custody. Samples are within quality control criteria and met method specifications unless otherwise noted.

Analysis following Lead in Paint by EMSL SOP/Determination of Environmental Lead by FLAA. Reporting limit is 0.008% wt based on the minimum sample weight per our SOP. "<" (less than) result signifies the analyte was not detected at or above the reporting limit. Measurement of uncertainty is available upon request. Definitions of modifications are available upon request.

Samples analyzed by EMSL Analytical, Inc. Kernersville, NC EMSL Lab ID 102564 is accredited by the AIHA Laboratory Accreditation Program (AIHA-LAP), LLC in the Environmental Lead accreditation program for Lead in Paint Chips.

Initial report from 03/22/2021 08:09:29

EMSL ANALYTICAL, INC.  
LABORATORY - PRODUCTS - TRAINING

## Lead (Pb) Chain of Custody

EMSL Order ID (Lab Use Only):

PHONE: ( )

FAX: ( )

1998

Company: GLE Associates, Inc.		EMSL-Bill to: <input type="checkbox"/> Same <input checked="" type="checkbox"/> Different If Bill to is Different note instructions in Comments**		
Street: 8651 Baypine Road Suite 115		Third Party Billing requires written authorization from third party		
City: Jacksonville	State/Province: Florida	Zip/Postal Code: 32256	Country: USA	
Report To (Name): Johnny Ciucevich		Telephone #: 904-296-1880		
Email Address: jciucevich@gleassociates.com		Fax #: 904-296-1860		
Project Name/Number: 338 N. MARION AVE /		Please Provide Results: <input type="checkbox"/> Fax <input checked="" type="checkbox"/> Email		
U.S. State Samples Taken: 21000 - 23740		CT Samples: <input type="checkbox"/> Commercial/Taxable <input type="checkbox"/> Residential/Tax Exempt		
Turnaround Time (TAT) Options* - Please Check				
<input type="checkbox"/> 3 Hour <input type="checkbox"/> 6 Hour <input checked="" type="checkbox"/> 24 Hour <input type="checkbox"/> 48 Hour <input type="checkbox"/> 72 Hour <input type="checkbox"/> 96 Hour <input type="checkbox"/> 1 Week <input type="checkbox"/> 2 Week				
*Analysis completed in accordance with EMSL's Terms and Conditions located in the Price Guide				
Matrix	Method	Instrument	Reporting Limit	Check
Chips <input checked="" type="checkbox"/> % by wt <input type="checkbox"/> mg/cm <sup>2</sup> <input type="checkbox"/> ppm (mg/kg)	SW846-7000B	Flame Atomic Absorption	0.01%	<input checked="" type="checkbox"/>
Air	NIOSH 7082	Flame Atomic Absorption	4 µg/filter	<input type="checkbox"/>
	NIOSH 7105	Graphite Furnace AA	0.03 µg/filter	<input type="checkbox"/>
	NIOSH 7300M/NIOSH 7303	ICP-OES	0.5 µg/filter	<input type="checkbox"/>
Wipe* <input type="checkbox"/> ASTM non ASTM <input type="checkbox"/>	SW846-7000B	Flame Atomic Absorption	10 µg/wipe	<input type="checkbox"/>
*If no box checked, non-ASTM Wipe assumed	SW846-6010B or C	ICP-OES	1.0 µg/wipe	<input type="checkbox"/>
TCLP	SW846-1311/7000B/SM 3111B	Flame Atomic Absorption	0.4 mg/L (ppm)	<input type="checkbox"/>
	SW846-1311/SW846-6010B or C	ICP-OES	0.1 mg/L (ppm)	<input type="checkbox"/>
SPLP	SW846-1312/7000B/SM 3111B	Flame Atomic Absorption	0.4 mg/L (ppm)	<input type="checkbox"/>
	SW846-1312/SW846-6010B or C	ICP-OES	0.1 mg/L (ppm)	<input type="checkbox"/>
TTLC	22 CCR App. II, 7000B/7420	Flame Atomic Absorption	40 mg/kg (ppm)	<input type="checkbox"/>
	22 CCR App. II, SW846-6010B or C	ICP-OES	2 mg/kg (ppm)	<input type="checkbox"/>
STLC	22 CCR App. II, 7000B/7420	Flame Atomic Absorption	0.4 mg/L (ppm)	<input type="checkbox"/>
	22 CCR App. II, SW846-6010B or C	ICP-OES	0.1 mg/L (ppm)	<input type="checkbox"/>
Soil	SW846-7000B	Flame Atomic Absorption	40 mg/kg (ppm)	<input type="checkbox"/>
	SW846-6010B or C	ICP-OES	2 mg/kg (ppm)	<input type="checkbox"/>
Wastewater Unpreserved <input type="checkbox"/>	SM3111B/SW846-7000B	Flame Atomic Absorption	0.4 mg/L (ppm)	<input type="checkbox"/>
Preserved with HNO <sub>3</sub> pH < 2 <input type="checkbox"/>	EPA 200.9	Graphite Furnace AA	0.003 mg/L (ppm)	<input type="checkbox"/>
	EPA 200.7	ICP-OES	0.020 mg/L (ppm)	<input type="checkbox"/>
Drinking Water Unpreserved <input type="checkbox"/>	EPA 200.8	ICP-MS	0.001 mg/L (ppm)	<input type="checkbox"/>
Preserved with HNO <sub>3</sub> pH < 2 <input type="checkbox"/>	EPA 200.9	Graphite Furnace AA	0.003 mg/L (ppm)	<input type="checkbox"/>
	EPA 200.5	ICP-OES	0.003 mg/L (ppm)	<input type="checkbox"/>
TSP/SPM Filter	40 CFR Part 50	ICP-OES	12 µg/filter	<input type="checkbox"/>
	40 CFR Part 50	Graphite Furnace AA	3.6 µg/filter	<input type="checkbox"/>
Other: <input type="checkbox"/>				
Name of Sampler: ARTURO CONTRAS		Signature of Sampler: <i>[Signature]</i>		
Sample #	Location	Volume/Area	Date/Time Sampled	
L-1	WHITE METAL CEILING	N/A	3/17/21	
L-2	WHITE DRYWALL WALL	↓	↓	
Client Sample #s: L-1, L-2		Total # of Samples: 8		
Relinquished (Client): <i>[Signature]</i>		Date: 3/17/2021	Time: 1700	
Received (Lab): <i>[Signature]</i>		Date: 3/19/21	Time: 9:15	
Comments: Bill To: 5405 Cypress Center Drive, Suite 110, Tampa, FL 33609				
③ EMSL FX 7960 9212 5378				





**EMSL ANALYTICAL, INC.**  
LABORATORY • PROMOTE • TRAINING

## LEAD (Pb) CHAIN OF CUSTODY

**EMSL ORDER ID** (Lab Use Only).

PHONE. ( )

FAX: ( )

998

*Additional Pages of the Chain of Custody are only necessary if needed for additional sample information*

[illegible]

**EMSL Analytical, Inc.**

706 Gralin Street, Kernersville, NC 27284

Phone/Fax: (336) 992-1025 / (336) 992-4175

<http://www.EMSL.com>[greensborolab@emsl.com](mailto:greensborolab@emsl.com)

EMSL Order: 022101999

CustomerID: GLEA51L

CustomerPO: 2100-23740

ProjectID:

Attn: **John Ciucevich**  
**GLE Associates**  
**8651 Baypine Road, Suite 115**  
**Jacksonville, FL 32256**

Phone: (904) 296-1880  
Fax: (904) 296-1860  
Received: 3/19/2021 09:15 AM  
Collected:

Project: 129 Hillsboro St/ 2100-23740

**Test Report: Lead in Paint Chips by Flame AAS (SW 846 3050B/7000B)\***

<i>Client SampleDescription</i>	<i>Collected</i>	<i>Analyzed</i>	<i>Weight</i>	<i>RDL</i>	<i>Lead Concentration</i>
L-1 022101999-0001		3/19/2021	.2735 g	0.0080 % wt	0.040 % wt
L-2 022101999-0002		3/19/2021	.209 g	0.0096 % wt	<0.0096 % wt
L-3 022101999-0003		3/19/2021	.3091 g	0.0080 % wt	<0.0080 % wt

James Cole, Laboratory Manager  
or other approved signatory

EMSL maintains liability limited to cost of analysis. Interpretation and use of test results are the responsibility of the client. This report relates only to the samples reported above, and may not be reproduced, except in full, without written approval by EMSL. EMSL bears no responsibility for sample collection activities or analytical method limitations. The report reflects the samples as received. Results are generated from the field sampling data (sampling volumes and areas, locations, etc.) provided by the client on the Chain of Custody. Samples are within quality control criteria and met method specifications unless otherwise noted.

Analysis following Lead in Paint by EMSL SOP/Determination of Environmental Lead by FLAA. Reporting limit is 0.008% wt based on the minimum sample weight per our SOP. "<" (less than) result signifies the analyte was not detected at or above the reporting limit. Measurement of uncertainty is available upon request. Definitions of modifications are available upon request.

Samples analyzed by EMSL Analytical, Inc. Kernersville, NC EMSL Lab ID 102564 is accredited by the AIHA Laboratory Accreditation Program (AIHA-LAP), LLC in the Environmental Lead accreditation program for Lead in Paint Chips.

Initial report from 03/22/2021 08:10:30

EMSL ANALYTICAL, INC.  
LABORATORY PRODUCTS TRAINING

## Lead (Pb) Chain of Custody

EMSL Order ID (Lab Use Only):

PHONE: ( )

FAX: ( )

1999

Company: GLE Associates, Inc.

EMSL-Bill to: ☐ Same ☒ Different

If Bill to is Different note instructions in Comments\*\*

Street: 8651 Baypine Road Suite 115

Third Party Billing requires written authorization from third party

City: Jacksonville

State/Province: Florida

Zip/Postal Code: 32256

Country: USA

Report To (Name): Johnny Ciucevich

Telephone #: 904-296-1880

Email Address: jciucevich@gleassociates.com

Fax #: 904-296-1860

Purchase Order: 21000-23740

Project Name/Number: 129 HILLSBORO ST

Please Provide Results: ☐ Fax ☒ Email

U.S. State Samples Taken: 21000-23740

CT Samples: ☐ Commercial/Taxable ☐ Residential/Tax Exempt

## Turnaround Time (TAT) Options\* - Please Check

☐ 3 Hour ☐ 6 Hour ☒ 24 Hour ☐ 48 Hour ☐ 72 Hour ☐ 96 Hour ☐ 1 Week ☐ 2 Week

\*Analysis completed in accordance with EMSL's Terms and Conditions located in the Price Guide

Matrix	Method	Instrument	Reporting Limit	Check
Chips <input checked="" type="checkbox"/> % by wt <input type="checkbox"/> mg/cm <sup>2</sup> <input type="checkbox"/> ppm (mg/kg)	SW846-7000B	Flame Atomic Absorption	0.01%	<input checked="" type="checkbox"/>
Air	NIOSH 7082	Flame Atomic Absorption	4 µg/filter	<input type="checkbox"/>
	NIOSH 7105	Graphite Furnace AA	0.03 µg/filter	<input type="checkbox"/>
	NIOSH 7300M/NIOSH 7303	ICP-OES	0.5 µg/filter	<input type="checkbox"/>
Wipe* <input type="checkbox"/> ASTM non ASTM <input type="checkbox"/>	SW846-7000B	Flame Atomic Absorption	10 µg/wipe	<input type="checkbox"/>
*If no box checked, non-ASTM Wipe assumed	SW846-6010B or C	ICP-OES	1.0 µg/wipe	<input type="checkbox"/>
TCLP	SW846-1311/7000B/SM 3111B	Flame Atomic Absorption	0.4 mg/L (ppm)	<input type="checkbox"/>
	SW846-1311/SW846-6010B or C	ICP-OES	0.1 mg/L (ppm)	<input type="checkbox"/>
SPLP	SW846-1312/7000B/SM 3111B	Flame Atomic Absorption	0.4 mg/L (ppm)	<input type="checkbox"/>
	SW846-1312/SW846-6010B or C	ICP-OES	0.1 mg/L (ppm)	<input type="checkbox"/>
TTLC	22 CCR App II, 7000B/7420	Flame Atomic Absorption	40 mg/kg (ppm)	<input type="checkbox"/>
	22 CCR App II, SW846-6010B or C	ICP-OES	2 mg/kg (ppm)	<input type="checkbox"/>
STLC	22 CCR App II, 7000B/7420	Flame Atomic Absorption	0.4 mg/L (ppm)	<input type="checkbox"/>
	22 CCR App II, SW846-6010B or C	ICP-OES	0.1 mg/L (ppm)	<input type="checkbox"/>
Soil	SW846-7000B	Flame Atomic Absorption	40 mg/kg (ppm)	<input type="checkbox"/>
	SW846-6010B or C	ICP-OES	2 mg/kg (ppm)	<input type="checkbox"/>
Wastewater Unpreserved <input type="checkbox"/> Preserved with HNO <sub>3</sub> pH < 2 <input type="checkbox"/>	SM3111B/SW846-7000B	Flame Atomic Absorption	0.4 mg/L (ppm)	<input type="checkbox"/>
	EPA 200.9	Graphite Furnace AA	0.003 mg/L (ppm)	<input type="checkbox"/>
	EPA 200.7	ICP-OES	0.020 mg/L (ppm)	<input type="checkbox"/>
Drinking Water Unpreserved <input type="checkbox"/> Preserved with HNO <sub>3</sub> pH < 2 <input type="checkbox"/>	EPA 200.8	ICP-MS	0.001 mg/L (ppm)	<input type="checkbox"/>
	EPA 200.9	Graphite Furnace AA	0.003 mg/L (ppm)	<input type="checkbox"/>
	EPA 200.5	ICP-OES	0.003 mg/L (ppm)	<input type="checkbox"/>
TSP/SPM Filter	40 CFR Part 50	ICP-OES	12 µg/filter	<input type="checkbox"/>
	40 CFR Part 50	Graphite Furnace AA	3.6 µg/filter	<input type="checkbox"/>
Other:				<input type="checkbox"/>

Name of Sampler: ARTURO CONTRATO

Signature of Sampler: [Signature]

Sample #	Location	Volume/Area	Date/Time Sampled
L-1	TAN WOOD BEAM	N/A	3/17/2021
L-2	WHITE WOOD WALL		

Client Sample #s: L-1, L-2, L-3

Total # of Samples: 3

Relinquished (Client): [Signature] Date: 3/17/2021 Time: 1200

Received (Lab): [Signature] Date: 3/19/21 Time: 9:15

Comments: Bill To: 5405 Cypress Center Drive, Suite 110, Tampa, FL 33609

③ EMSL RX 716092125378



**EMEL ANALYTICAL, INC.**  
LABORATORY • PRODUCTS • TRAINING

## LEAD (Pb) CHAIN OF CUSTODY

**EMSL ORDER ID** (Lab Use Only):

PHONE: (    )

FAX: ( )

Lab Use

*Additional Pages of the Chain of Custody are only necessary if needed for additional sample information*

[illegible]

Comments/Special Instructions:

**EMSL Analytical, Inc.**

706 Gralin Street, Kernersville, NC 27284

Phone/Fax: (336) 992-1025 / (336) 992-4175

<http://www.EMSL.com>[greensborolab@emsl.com](mailto:greensborolab@emsl.com)

EMSL Order: 022102000

CustomerID: GLEA51L

CustomerPO: 21000-23740

ProjectID:

Attn: **John Ciucevich**  
**GLE Associates**  
**8651 Baypine Road, Suite 115**  
**Jacksonville, FL 32256**

Phone: (904) 296-1880  
Fax: (904) 296-1860  
Received: 3/19/2021 09:15 AM  
Collected:

Project: 173 NW Hillsboro St./ 21000-23740

**Test Report: Lead in Paint Chips by Flame AAS (SW 846 3050B/7000B)\***

<i>Client SampleDescription</i>	<i>Collected</i>	<i>Analyzed</i>	<i>Weight</i>	<i>RDL</i>	<i>Lead Concentration</i>
L-1 022102000-0001		3/19/2021	.3011 g	0.0080 % wt	<0.0080 % wt
L-2 022102000-0002		3/19/2021	.272 g	0.0080 % wt	<0.0080 % wt
L-3 022102000-0003		3/19/2021	.2602 g	0.080 % wt	0.91 % wt
L-4 022102000-0004		3/19/2021	.3913 g	0.0080 % wt	<0.0080 % wt
L-5 022102000-0005		3/19/2021	.3191 g	0.0080 % wt	<0.0080 % wt
L-6 022102000-0006		3/19/2021	.34 g	0.0080 % wt	0.16 % wt
L-7 022102000-0007		3/19/2021	.2587 g	0.0080 % wt	<0.0080 % wt

James Cole, Laboratory Manager  
or other approved signatory

EMSL maintains liability limited to cost of analysis. Interpretation and use of test results are the responsibility of the client. This report relates only to the samples reported above, and may not be reproduced, except in full, without written approval by EMSL. EMSL bears no responsibility for sample collection activities or analytical method limitations. The report reflects the samples as received. Results are generated from the field sampling data (sampling volumes and areas, locations, etc.) provided by the client on the Chain of Custody. Samples are within quality control criteria and met method specifications unless otherwise noted.

Analysis following Lead in Paint by EMSL SOP/Determination of Environmental Lead by FLAA. Reporting limit is 0.008% wt based on the minimum sample weight per our SOP. "<" (less than) result signifies the analyte was not detected at or above the reporting limit. Measurement of uncertainty is available upon request. Definitions of modifications are available upon request.

Samples analyzed by EMSL Analytical, Inc. Kernersville, NC EMSL Lab ID 102564 is accredited by the AIHA Laboratory Accreditation Program (AIHA-LAP), LLC in the Environmental Lead accreditation program for Lead in Paint Chips.

Initial report from 03/22/2021 08:04:10

EMSL ANALYTICAL, INC.  
LABORATORY • PRODUCTS • TRAINING

## Lead (Pb) Chain of Custody

EMSL Order ID (Lab Use Only):

PHONE ( )

FAX ( )

2000

Company: GLE Associates, Inc.

EMSL-Bill to: ☐ Same ☒ Different

If Bill to is Different note instructions in Comments\*\*

Street: 8651 Baypine Road Suite 115

Third Party Billing requires written authorization from third party

City: Jacksonville

State/Province: Florida

Zip/Postal Code: 32256

Country: USA

Report To (Name): Johnny Ciucevich

Telephone #: 904-296-1880

Email Address: jciucevich@gleassociates.com

Fax #: 904-296-1860

Purchase Order: 21000-23740

Project Name/Number: 173 NW HILLSBORO ST

Please Provide Results: ☐ Fax ☒ Email

U.S. State Samples Taken: 21000-23740

CT Samples: ☐ Commercial/Taxable ☐ Residential/Tax Exempt

## Turnaround Time (TAT) Options\* - Please Check

☐ 3 Hour ☐ 6 Hour ☒ 24 Hour ☐ 48 Hour ☐ 72 Hour ☐ 96 Hour ☐ 1 Week ☐ 2 Week

\*Analysis completed in accordance with EMSL's Terms and Conditions located in the Price Guide

Matrix	Method	Instrument	Reporting Limit	Check
Chips <input checked="" type="checkbox"/> % by wt. <input type="checkbox"/> mg/cm <sup>2</sup> <input type="checkbox"/> ppm (mg/kg)	SW846-7000B	Flame Atomic Absorption	0.01%	<input checked="" type="checkbox"/>
Air	NIOSH 7082	Flame Atomic Absorption	4 µg/filter	<input type="checkbox"/>
	NIOSH 7105	Graphite Furnace AA	0.03 µg/filter	<input type="checkbox"/>
	NIOSH 7300M/NIOSH 7303	ICP-OES	0.5 µg/filter	<input type="checkbox"/>
Wipe* <input type="checkbox"/> ASTM non ASTM <input type="checkbox"/>	SW846-7000B	Flame Atomic Absorption	10 µg/wipe	<input type="checkbox"/>
*If no box checked, non-ASTM Wipe assumed	SW846-6010B or C	ICP-OES	1.0 µg/wipe	<input type="checkbox"/>
TCLP	SW846-1311/7000B/SM 3111B	Flame Atomic Absorption	0.4 mg/L (ppm)	<input type="checkbox"/>
	SW846-1311/SW846-6010B or C	ICP-OES	0.1 mg/L (ppm)	<input type="checkbox"/>
SPLP	SW846-1312/7000B/SM 3111B	Flame Atomic Absorption	0.4 mg/L (ppm)	<input type="checkbox"/>
	SW846-1312/SW846-6010B or C	ICP-OES	0.1 mg/L (ppm)	<input type="checkbox"/>
TTLC	22 CCR App II, 7000B/7420	Flame Atomic Absorption	40 mg/kg (ppm)	<input type="checkbox"/>
	22 CCR App II, SW846-6010B or C	ICP-OES	2 mg/kg (ppm)	<input type="checkbox"/>
STLC	22 CCR App. II, 7000B/7420	Flame Atomic Absorption	0.4 mg/L (ppm)	<input type="checkbox"/>
	22 CCR App. II, SW846-6010B or C	ICP-OES	0.1 mg/L (ppm)	<input type="checkbox"/>
Soil	SW846-7000B	Flame Atomic Absorption	40 mg/kg (ppm)	<input type="checkbox"/>
	SW846-6010B or C	ICP-OES	2 mg/kg (ppm)	<input type="checkbox"/>
Wastewater Unpreserved <input type="checkbox"/>	SM3111B/SW846-7000B	Flame Atomic Absorption	0.4 mg/L (ppm)	<input type="checkbox"/>
Preserved with HNO <sub>3</sub> pH < 2 <input type="checkbox"/>	EPA 200.9	Graphite Furnace AA	0.003 mg/L (ppm)	<input type="checkbox"/>
	EPA 200.7	ICP-OES	0.020 mg/L (ppm)	<input type="checkbox"/>
Drinking Water Unpreserved <input type="checkbox"/>	EPA 200.8	ICP-MS	0.001 mg/L (ppm)	<input type="checkbox"/>
	EPA 200.9	Graphite Furnace AA	0.003 mg/L (ppm)	<input type="checkbox"/>
	EPA 200.5	ICP-OES	0.003 mg/L (ppm)	<input type="checkbox"/>
TSP/SPM Filter	40 CFR Part 50	ICP-OES	12 µg/filter	<input type="checkbox"/>
	40 CFR Part 50	Graphite Furnace AA	3.6 µg/filter	<input type="checkbox"/>
Other:				<input type="checkbox"/>

Name of Sampler: ARTURO CONFADO

Signature of Sampler: [Signature]

Sample #	Location	Volume/Area	Date/Time Sampled
L-1	LIGHT GREEN DRYWALL WALL	N/A	3/17/2021
L-2	GREEN WOOD WALL		

Client Sample #s: L-1, L-2 Total # of Samples: 2

Relinquished (Client): [Signature] Date: 3/17/2021 Time: 1700

Received (Lab): [Signature] Date: 3/19/21 Time: 9:15

Comments: Bill To: 5405 Cypress Center Drive, Suite 110, Tampa, FL 33609

③ EMSL FX 7960 9212 5378

FAX. ( )

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## **APPENDIX B**

### **Personnel and Laboratory Qualifications**



# United States Environmental Protection Agency

This is to certify that

GLE Associates, Inc.

has fulfilled the requirements of the Toxic Substances Control Act (TSCA) Section 402, and has received certification to conduct lead-based paint activities pursuant to 40 CFR Part 745.226

In the Jurisdiction of:

All EPA Administered Lead-based Paint Activities Program States, Tribes and Territories

This certification is valid from the date of issuance and expires

March 02, 2024

LBP-2060-2

Certification #

January 05, 2021

Issued On



Michelle Price, Chief

Lead, Heavy Metals, and Inorganics Branch

# United States Environmental Protection Agency

This is to certify that



John Ciucevich

has fulfilled the requirements of the Toxic Substances Control Act (TSCA) Section 402, and has received certification to conduct lead-based paint activities pursuant to 40 CFR Part 745.226 as:

Risk Assessor

In the Jurisdiction of:

All EPA Administered Lead-based Paint Activities Program States, Tribes and Territories

This certification is valid from the date of issuance and expires July 25, 2023

LBP-R-12158-2

Certification #

March 05, 2020

Issued On

Adrienne Priselac, Manager, Toxics Office  
Land Division



# ***The Environmental Institute***

## ***John Ciucevich***

Social Security Number - XXX-XX-9848

GLE Associates, Inc. - 5405 Cypress Center Drive, Suite 110 - Tampa, Florida 33609

*Has completed 8 hours of coursework and satisfactorily passed the hands-on skills assessment and an examination that meets training criteria in accordance with requirements for Lead-Based Paint Activities in Target Housing and Child-Occupied Facilities as regulated by Georgia DNR/EPD Chapter 391-3-24 and U. S. EPA TSCA 40 CFR Part 745 for the refresher course titled*

## ***Lead Risk Assessor Refresher***

***December 10, 2019***

Course Date

***1929***

Certificate Number

***December 10, 2019***

Examination Date

***December 9, 2021***

Georgia Expiration Date

***December 9, 2023***

EPA Expiration Date



Bonnie B. Maurras - Principal Instructor

David W. Hogue - Training Manager

(Approved by the ABIH Certification Maintenance Committee for 1 CM point - Approval #11-584)

TEI - 1395 S. Marietta Parkway SE - Building 100, Suite 124 - Marietta, GA 30067

Phone: 770-427-3600 - Website: [www.tei-atl.com](http://www.tei-atl.com)

(State of Georgia Accredited - Certification No. 20-0799-006SR - September 21, 1999)





## AIHA Laboratory Accreditation Programs, LLC

*acknowledges that*

**EMSL Analytical, Inc.**

**706 Galin Street Kernersville, NC 27284**

**Laboratory ID: LAP-102564**

along with all premises from which key activities are performed, as listed above, has fulfilled the requirements of the AIHA Laboratory Accreditation Programs (AIHA-LAP), LLC accreditation to the ISO/IEC 17025:2017 international standard, General Requirements for the Competence of Testing and Calibration Laboratories in the following:

### LABORATORY ACCREDITATION PROGRAMS

<input type="checkbox"/>	INDUSTRIAL HYGIENE	Accreditation Expires:
<input checked="" type="checkbox"/>	ENVIRONMENTAL LEAD	Accreditation Expires: September 01, 2022
<input type="checkbox"/>	ENVIRONMENTAL MICROBIOLOGY	Accreditation Expires:
<input type="checkbox"/>	FOOD	Accreditation Expires:
<input type="checkbox"/>	UNIQUE SCOPES	Accreditation Expires:

Specific Field(s) of Testing (FoT)/Method(s) within each Accreditation Program for which the above named laboratory maintains accreditation is outlined on the attached Scope of Accreditation. Continued accreditation is contingent upon successful on-going compliance with ISO/IEC 17025:2017 and AIHA-LAP, LLC requirements. This certificate is not valid without the attached Scope of Accreditation. Please review the AIHA-LAP, LLC website ([www.aihaaccreditedlabs.org](http://www.aihaaccreditedlabs.org)) for the most current Scope.

*Michael Brew*

**Michael Brew**  
Chairperson, Analytical Accreditation Board

Revision 18: 03/27/2020

*Cheryl O. Morton*

**Cheryl O Morton**  
Managing Director, AIHA Laboratory Accreditation Programs, LLC

Date Issued: 07/31/2020



## AIHA Laboratory Accreditation Programs, LLC

### SCOPE OF ACCREDITATION

#### EMSL Analytical, Inc.

706 Gralin Street Kernersville, NC 27284

Laboratory ID: LAP-102564

Issue Date: 07/31/2020

The laboratory is approved for those specific field(s) of testing/methods listed in the table below. Clients are urged to verify the laboratory's current accreditation status for the particular field(s) of testing/Methods, since these can change due to proficiency status, suspension and/or withdrawal of accreditation.

The EPA recognizes the AIHA-LAP, LLC ELLAP program as meeting the requirements of the National Lead Laboratory Accreditation Program (NLLAP) established under Title X of the Residential Lead-Based Paint Hazard Reduction Act of 1992 and includes paint, soil and dust wipe analysis. Air and composited wipes analyses are not included as part of the NLLAP.

#### Environmental Lead Laboratory Accreditation Program (ELLAP)

Initial Accreditation Date: 06/01/2004

Component, parameter or characteristic tested	Technology sub-type/Detector	Method	Method Description (for internal methods only)
Airborne Dust	AA	NIOSH 7082	N/A
Paint	AA	EPA SW-846 3050B	N/A
		EPA SW-846 7000B	N/A
Settled Dust by Wipe	AA	EPA SW-846 3050B	N/A
		EPA SW-846 7000B	N/A
Soil	AA	EPA SW-846 3050B	N/A
		EPA SW-846 7000B	N/A

A complete listing of currently accredited ELLAP laboratories is available on the AIHA-LAP, LLC website at: <http://www.aihaaccreditedlabs.org>

**File Attachments for Item:**

18. City Council Resolution No. 2021-054 - A resolution of the City Council of the City of Lake City, Florida, supplementing City Council Resolution No. 2019-156; authorizing the supplementation of the application of proceeds received from the sale of the series 2019 bond to be appropriated to the City Hall portion of the project; providing certain other covenants and agreements in connection therewith; and providing an effective date.

**CITY COUNCIL RESOLUTION NO. 2021-054**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, SUPPLEMENTING CITY COUNCIL RESOLUTION NO. 2019-156; AUTHORIZING THE SUPPLEMENTATION OF THE APPLICATION OF PROCEEDS RECEIVED FROM THE SALE OF THE SERIES 2019 BOND TO BE APPROPRIATED TO THE CITY HALL PORTION OF THE PROJECT; PROVIDING CERTAIN OTHER COVENANTS AND AGREEMENTS IN CONNECTION THEREWITH; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, on December 16, 2019, the City Council of the City of Lake City, Florida (hereinafter the “City”), adopted City Council Resolution 2019-156, attached hereto; and

**WHEREAS**, City Council Resolution 2019-156, was adopted pursuant to the Constitution of the State of Florida, Chapter 166, Part II, Florida Statutes; Chapter 218, Part VI, Florida Statutes; the Charter of the City; and other applicable provision of law; and

**WHEREAS**, City Council Resolution 2019-156, authorized the issuance of the City’s sales tax revenue and refunding bond, series 2019, to finance certain capital improvements, to wit, the “Project” as defined therein; and

**WHEREAS**, the City Council, through the city administration, has negotiated the terms and conditions of a commercial contract for the purchase of real property as well as personal property (hereinafter collectively the “Property”), with Millennium Bank, as the Seller; and

**WHEREAS**, the aforementioned sale of the Property would include, but not be limited to, parcels of real property with existing commercial structures suitable for the City’s purposes as a portion of City Hall and administrative offices; and

**WHEREAS**, the purchase price of the aforementioned Property would total approximately \$1,100,000.00; and

**WHEREAS**, the City Council finds that the procurement of the Property meets the definition of the “Project” in City Council Resolution 2019-156; and

**WHEREAS**, the City Council finds that the supplementation of City Council Resolution 2019-156, with the provisions found herein is necessary for the continued preservation of the health, welfare, convenience and safety of the City and its citizens, to finance the Project including, but not limited to, the

purchase of the Property, and no provision herein is intended to replace any provision of City Council Resolution 2019-156.

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

**Section 2.** City Council Resolution 2019-156 is hereby supplemented to incorporate the provisions found herein.

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

**PASSED AND ADOPTED** at a meeting of the City Council this \_\_\_\_ day of April 2021.

**CITY OF LAKE CITY, FLORIDA**

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

ATTEST:

APPROVED AS TO FORM AND  
LEGALITY:

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

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



CITY COUNCIL RESOLUTION NO. 2019-156

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA AUTHORIZING THE ISSUANCE OF ITS SALES TAX REVENUE AND REFUNDING BOND, SERIES 2019 IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED \$9,500,000 TO REFUND CERTAIN INDEBTEDNESS DESCRIBED HEREIN, TO FINANCE CERTAIN CAPITAL IMPROVEMENTS DESCRIBED HEREIN, AND TO PAY ASSOCIATED TRANSACTIONAL COSTS; FIXING CERTAIN TERMS AND DETAILS OF THE SERIES 2019 BOND; AUTHORIZING THE PRIVATE NEGOTIATED SALE OF THE SERIES 2019 BOND TO KEY GOVERNMENT FINANCE, INC., PURSUANT TO THE TERMS AND CONDITIONS DESCRIBED HEREIN; PROVIDING FOR THE LIMITATION OF LIABILITY; AUTHORIZING OTHER REQUIRED AND CONSISTENT ACTIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING AN EFFECTIVE DATE.

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

**Section 1:** Authority for this Resolution. This Resolution is adopted pursuant to the Constitution of the State of Florida; Chapter 166, Part II, Florida Statutes; Chapter 218, Part VI, Florida Statutes; the Charter of the City of Lake City, Florida; and other applicable provisions of law.

**Section 2:** Definitions. The following words and phrases shall have the following meanings when used herein:

"Act" means the Constitution of the State of Florida; Chapter 166, Part II, Florida Statutes; Chapter 218, Part VI, Florida Statutes; the Charter of the Issuer, and other applicable provisions of law.

"Business Day" means any day except any Saturday or Sunday or day on which the Principal Office of the Original Purchaser is closed.

"City Attorney" means the City Attorney of the Issuer, or any deputy or assistant City Attorney.

"City Clerk" means the City Clerk of the Issuer, or any deputy or assistant City Clerk.

*"City Manager"* means the City Manager of the Issuer, or any deputy or assistant City Manager.

*"Code"* means the Internal Revenue Code of 1986, as amended, and any Treasury Regulations, whether temporary, proposed or final, promulgated thereunder or applicable thereto.

*"Construction Fund"* means the Construction Fund established with respect to the Series 2019 Bond pursuant to Section 11 hereof.

*"Debt Service Fund"* means the Debt Service Fund established with respect to the Series 2019 Bond pursuant to Section 11 hereof.

*"Default Rate"* means the then applicable interest rate on the Series 2019 Bond plus 3.0%.

*"Finance Director"* means the Finance Director or any deputy, assistant, acting or interim Finance Director, or such other person as may be duly authorized by the Issuer to act on his or her behalf.

*"Financial Advisor"* means Gollahon Financial Services, Inc., located in St. Petersburg, Florida and its successors or assigns or such Person appointed by the Issuer.

*"Fiscal Year"* means a period commencing October 1 and ending September 30.

*"Issuer"* means the City of Lake City, Florida, a municipal corporation of the State of Florida.

*"Mayor"* means the Mayor of the Issuer, and such other person as may be duly authorized to act on his or her behalf.

*"Original Purchaser"* means Key Government Finance, Inc., and its successors and assigns.

*"Original Resolution"* means Resolution No. 2012-089 adopted by the Issuer on December 17, 2012, as supplemented.

*"Owner"* means the Person in whose name or names the Series 2019 Bond shall be registered on the books of the Issuer kept for that purpose in accordance with provisions of this Resolution.

*"Payment Date"* means each June 20<sup>th</sup> and December 20<sup>th</sup>, commencing on June 20, 2020.

*"Person"* means an individual, a corporation, a partnership, an association, a joint stock company, a trust, any unincorporated organization or governmental entity.

*"Pledged Revenues"* means (1) the Sales Tax Revenues, and (2) until applied in accordance with the provisions of this Resolution, all moneys, including investments thereof, in the funds and accounts established hereunder, with the exception of the Rebate Fund.

*"Principal Office"* means, with respect to the Original Purchaser, the office located at 1000 South McCaslin Boulevard, Superior, Colorado 80027, or such other office as the Original Purchaser may designate to the Issuer in writing.

*"Project"* means certain capital improvements of the Issuer, specifically the construction, improving and equipping of a new city hall and fire station and any other capital improvements authorized by the Issuer and allowed by law.

*"Rebate Amount"* means the excess of the future value, as of a computation date, of all receipts on nonpurpose investments (as defined in Section 1.148-1(b) of the Income Tax Regulations) over the future value, as of that date, of all payments on nonpurpose investments, all as provided by regulations under the Code implementing Section 148 thereof.

*"Rebate Fund"* means the City of Lake City Revenue Bonds Rebate Fund established pursuant to Section 16 hereof.

*"Rebate Year"* shall mean a one-year period (or shorter period from the date of issue) that ends at the close of business on the day in the calendar year selected by the Issuer as the last day of a Rebate Year. The final Rebate Year with respect to the Series 2019 Bond issued hereunder, however, shall end on the date of final maturity of the Series 2019 Bond.

*"Refunded Bonds"* means the Issuer's remaining outstanding \$5,006,394 Sales Tax Revenue and Refunding Bond, Series 2012.

*"Registrar"* means, with respect to the Series 2019 Bond, the Finance Director, or any registrar for the Series 2019 Bond appointed by or pursuant to a supplemental resolution and its successors and assigns, and any other Person which may at any time be substituted in its place pursuant to a supplemental resolution.

*"Resolution"* means this Resolution, pursuant to which the Series 2019 Bond is authorized to be issued.

*"Revenue Fund"* means the Revenue Fund established with respect to the Series 2019 Bond pursuant to Section 11 hereof.

"*Sales Tax Revenues*" means the proceeds of the local government half-cent sales tax distributed to the Issuer from the Local Government Half-Cent Sales Tax Clearing Trust Fund, as defined and described in Chapter 218, Part VI, Florida Statutes, as amended, and to the extent expressly pledged by supplemental resolution any additional sales tax revenues distributed to the Issuer pursuant to said Part VI or any other provision of law.

"*Series 2019 Bond*" means the Issuer's City of Lake City, Florida Sales Tax Revenue and Refunding Bond, Series 2019, authorized pursuant to Section 4 hereof.

"*State*" means the State of Florida.

**Section 3:**     *Findings.*

(A) For the benefit of its inhabitants, the Issuer finds, determines and declares that it is necessary for the continued preservation of the health, welfare, convenience and safety of the Issuer and its inhabitants to finance the Project and refund the Refunded Bonds. Issuance of the Series 2019 Bond to finance the Project and refund the Refunded Bonds satisfies a paramount public purpose.

(B) Debt service on the Series 2019 Bond will be payable from the Pledged Revenues as provided herein. The Pledged Revenues will be sufficient to pay the principal and interest on the Series 2019 Bond herein authorized, as the same become due, and to make all deposits required by this Resolution.

(C) Debt service on the Series 2019 Bond and all other payments hereunder shall be payable solely from moneys deposited in the manner and to the extent provided herein. The Issuer shall never be required to levy ad valorem taxes or use the proceeds thereof to pay debt service on the Series 2019 Bond or to make any other payments to be made hereunder or to maintain or continue any of the activities of the Issuer which generate user service charges or any regulatory fees. The Series 2019 Bond shall not constitute a lien on any property owned by or situated within the limits of the Issuer, except the Pledged Revenues.

(D) The Issuer has previously issued its Sales Tax Revenue and Refunding Bond, Series 2012, which is being currently refunded with the proceeds of the Series 2019 Bond. The Issuer has not issued any other outstanding obligations secured by the Pledged Revenues.

(E) The Issuer has received an offer from the Original Purchaser to purchase the Series 2019 Bond. The Financial Advisor has recommended that the proposal from the Original Purchaser is the best means by which to achieve these objectives.

(F) In consideration of the purchase and acceptance of the Series 2019 Bond by those who shall be the Owner thereof from time to time, this Resolution shall constitute a contract between the Issuer and the Owner.

(G) Because of the characteristics of the Series 2019 Bond, prevailing market conditions, and additional savings to be realized from an expeditious sale of the Series 2019 Bond, it is in the best interest of the Issuer to accept the offer of the Original Purchaser to purchase the Series 2019 Bond at a private negotiated sale. Prior to the issuance of the Series 2019 Bond, the Issuer shall receive from the Original Purchaser a Purchaser's Certificate, the form of which is attached hereto as Exhibit B and the Disclosure Letter containing the information required by Section 218.385, Florida Statutes, a form of which is attached hereto as Exhibit C.

**Section 4:**     *Authorization of the Series 2019 Bond, the Project and Refunding.*

(A) Subject and pursuant to the provisions of this Resolution, an obligation of the Issuer to be known as "City of Lake City, Florida, Sales Tax Revenue and Refunding Bond, Series 2019" is hereby authorized to be issued under and secured by this Resolution, in the principal amount of not to exceed \$9,500,000, for the purposes of financing the Project, refunding the Refunded Bonds and paying the transaction costs associated with the Series 2019 Bond.

(B) The Project and the refunding of the Refunded Bonds are hereby authorized.

**Section 5:**     *Description of Series 2019 Bond.* The Series 2019 Bond shall be dated the date of its execution and delivery, which shall be a date agreed upon by the Issuer and the Original Purchaser, subject to the following terms:

(A) Interest Rate. The Series 2019 Bond shall have a fixed interest rate equal to 2.472% (subject to adjustment upon the occurrence of certain events as provided herein and in the Series 2019 Bond) calculated on a 30/360-day basis.

(B) Principal and Interest Payment Dates. Principal and interest on the Series 2019 Bond shall be paid semi-annually on each Payment Date in the amounts set forth in the Series 2019 Bond with a final maturity date of December 20, 2034.

(C) Prepayment of the Series 2019 Bond. The Series 2019 Bond shall be subject to prepayment at any time at the option of the Issuer in whole at a price of 100% of the principal amount thereof to be prepaid, plus accrued interest to the date fixed for prepayment. Notwithstanding the foregoing, the Series 2019 Bond may be prepaid in part, up to \$500,000, at any time from proceeds of the Series 2019 Bond.

(D) Form of the Series 2019 Bond. The Series 2019 Bond is to be in substantially the form set forth in Exhibit A attached hereto, together with such non-material changes as shall be approved by the Mayor, such approval to be conclusively evidenced by the execution thereof by the Mayor.

(E) Original Denomination. The Series 2019 Bond shall originally be issued in a single denomination equal to the original principal amount authorized hereunder.

(F) Reserve Requirement. There shall be no reserve account required to be established for the Series 2019 Bond.

**Section 6:**     Execution and Authentication of the Series 2019 Bond.

(A) The Series 2019 Bond shall be executed with the manual or facsimile signature of the Mayor and the official seal of the Issuer and shall be attested with the manual or facsimile signature of the City Clerk. In case any one or more of the officers who shall have signed or sealed the Series 2019 Bond or whose facsimile signature shall appear thereon shall cease to be such officer of the Issuer before the Series 2019 Bond so signed and sealed have been actually sold and delivered, such Series 2019 Bond may nevertheless be sold and delivered as herein provided and may be issued as if the person who signed or sealed such Series 2019 Bond had not ceased to hold such office. The Series 2019 Bond may be signed and sealed by such person who at the actual time of the execution of the Series 2019 Bond shall hold the proper office of the Issuer, although, at the date of the Series 2019 Bond, such person may not have held such office or may not have been so authorized. The Issuer may adopt and use for such purposes the facsimile signatures of any such persons who shall have held such offices at any time after the date of the adoption of this Resolution, notwithstanding that either or both shall have ceased to hold such office at the time the Series 2019 Bond shall be actually sold and delivered.

(B) The Series 2019 Bond secured hereunder or entitled to the benefit hereof shall not be valid or obligatory for any purpose unless there shall be manually endorsed on such Series 2019 Bond a certificate of authentication by the Registrar or such other entity as may be approved by the Issuer for such purpose. Such certificate on any Series 2019 Bond shall be conclusive evidence that such Series 2019 Bond has been duly authenticated and delivered under this Resolution. The form of such certificate shall be substantially in the form provided in Exhibit A hereof.

**Section 7:**     Prepayment of the Refunded Bonds. Subject only to the issuance of the Series 2019 Bond in an amount sufficient to accomplish the prepayment of the Refunded Bonds and the purchase of the Series 2019 Bond by the Original Purchaser, the Refunded Bonds are hereby called for prepayment at a price of par on December 20, 2019, or such other date selected by the City Manager and acceptable to the Original Purchaser. In addition to a portion of the proceeds of the Series 2019 Bond, the amounts on deposit in the funds and accounts held under the

Original Resolution, for the benefit of the Refunded Bonds shall be used to prepay the Refunded Bonds.

**Section 8:     Registration and Exchange of the Series 2019 Bond; Persons Treated as Owners.**

The Series 2019 Bond is initially registered to the Original Purchaser. So long as the Series 2019 Bond shall remain unpaid, the Issuer will keep books for the registration and transfer of the Series 2019 Bond. The Series 2019 Bond shall be transferable only upon such registration books. Such transfer shall be in whole for the outstanding par amount and must be to an "accredited investor" within the meaning of the Securities Act of 1933, as amended, and Regulation D thereunder.

The Person in whose name the Series 2019 Bond shall be registered shall be deemed and regarded as the absolute Owner thereof for all purposes, and payment of principal and interest on such Series 2019 Bond shall be made only to or upon the written order of the Owner. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Series 2019 Bond to the extent of the sum or sums so paid.

**Section 9:     Series 2019 Bond Mutilated, Destroyed, Stolen or Lost.** In case a Series 2019 Bond shall become mutilated, or be destroyed, stolen or lost, the Issuer shall issue and deliver a new Series 2019 Bond of like tenor as the Series 2019 Bond so mutilated, destroyed, stolen or lost, in exchange and in substitution for such mutilated Series 2019 Bond, or in lieu of and in substitution for the Series 2019 Bond destroyed, stolen or lost and upon the Owner furnishing the Issuer proof of ownership thereof and indemnity reasonably satisfactory to the Issuer and complying with such other reasonable regulations and conditions as the Issuer may prescribe and paying such expenses as the Issuer may incur. The Series 2019 Bond so surrendered shall be canceled.

**Section 10:    Payment of Principal and Interest; Limited Obligation.** The Issuer promises that it will promptly pay the principal of, premium, if any, and interest on the Series 2019 Bond at the place, on the dates and in the manner provided therein according to the true intent and meaning hereof and thereof. The Series 2019 Bond is secured by a pledge of and lien upon the Pledged Revenues in the manner and to the extent described herein. The Series 2019 Bond shall not be or constitute a general obligation or indebtedness of the Issuer as a "bond" within the meaning of Article VII, Section 12 of the Constitution of Florida, but shall be payable solely from the Pledged Revenues in accordance with the terms hereof. No holder of the Series 2019 Bond issued hereunder shall ever have the right to compel the exercise of any ad valorem taxing power or the use of ad valorem tax revenues to pay such Series 2019 Bond, or be entitled to payment of such Series 2019 Bond from any funds of the Issuer, except from the Pledged Revenues as described herein.

**Section 11:**    *Funds and Accounts.*

(A)    The Issuer hereby covenants and agrees to establish separate funds in a bank or trust company in the State, which is eligible under the laws of such State to receive funds of the Issuer, to be known as the "City of Lake City, Florida Sales Tax Revenue Bonds Revenue Fund" and the "City of Lake City, Florida Sales Tax Revenue Bonds Debt Service Fund." The Issuer shall maintain in the Debt Service Fund two accounts: the "Interest Account" and the "Principal Account."

(B)    The Issuer hereby covenants and agrees to establish a separate fund in a bank or trust company in the State, which is eligible under the laws of such State to receive funds of the Issuer, to be known as the "City of Lake City, Florida Sales Tax Revenue Bonds, Construction Fund," which shall be used only for payment of the cost of the Project.

(C)    Moneys in the aforementioned funds and accounts shall be held in trust and, until applied in accordance with the provisions hereof, shall be subject to a lien and charge in favor of the Owner and for the further security of the Owner.

(D)    The Issuer shall at any time and from time to time appoint one or more qualified depositories to hold, for the benefit of the Owner, any one or more of the funds and accounts established hereby. Such depository or depositories shall perform at the direction of the Issuer the duties of the Issuer in depositing, transferring and disbursing moneys to and from each of such funds and accounts as herein set forth, and all records of such depository in performing such duties shall be open at all reasonable times to inspection by the Issuer and its agents and employees.

**Section 12:**    *Flow of Funds.*

(A)    Unless otherwise set forth in a supplemental resolution, beginning on the date the Series 2019 Bond is issued, only to the extent a sufficient amount is not already on deposit in the Revenue Fund from other legally available revenue sources of the Issuer in amounts sufficient to satisfy all payment obligations hereunder, the Issuer shall deposit the Sales Tax Revenues into the Revenue Fund promptly upon receipt thereof. The moneys in the Revenue Fund shall be deposited or credited on or before the 28th day of each month, commencing with the month in which delivery of the Series 2019 Bond shall be made to the purchaser or purchasers thereof, or such later date as hereinafter provided, in the following manner and in the following order of priority:

(1)    Interest Account. The Issuer shall deposit into or credit to the Interest Account the sum which, together with the balance in said account, shall equal the interest on the Series 2019 Bond accrued and unpaid and to accrue to the end of the then current calendar month. Moneys in the Interest Account shall be used to pay interest on the Series 2019 Bond as and



when the same shall become due, whether by redemption or otherwise, and for no other purpose. The Issuer shall adjust the amount of the deposit into the Interest Account not later than the month immediately preceding any Payment Date so as to provide sufficient moneys in the Interest Account to pay the interest on the Series 2019 Bond coming due on such Payment Date.

(2) Principal Account. Next, the Issuer shall deposit into or credit to the Principal Account the sum which, together with the balance in said account, shall equal the principal amounts on the Series 2019 Bond due and unpaid and that portion of the principal next due within one year which would have accrued on said Series 2019 Bond during the then current calendar month if such principal amounts were deemed to accrue monthly (assuming that a year consists of twelve equivalent calendar months of thirty days each) in equal amounts from the next preceding principal payment due date, or, if there is no such preceding principal payment due date, from a date one year preceding the due date of such principal amount. Moneys in the Principal Account shall be used to pay the principal of the Series 2019 Bond as and when the same shall become due, and for no other purpose. The Issuer shall adjust the amount of deposit to the Principal Account not later than the month immediately preceding any principal payment date so as to provide sufficient moneys in the Principal Account to pay the principal on the Series 2019 Bond becoming due on such Payment Date.

(3) Balance. The balance of any moneys after the deposits required by subsection (A)(1) and (A)(2) hereof may be transferred, at the discretion of the Issuer, to any other appropriate fund or account of the Issuer and may be used for any lawful purpose.

**Section 13:** Application of the Proceeds. Except as otherwise provided by supplemental resolution, the proceeds, received from the sale of the Series 2019 Bond, together with certain amounts held for the benefit of the Refunded Bonds, shall be applied by the Issuer simultaneously with the delivery of such Series 2019 Bond to the Original Purchaser thereof, as follows:

(A) A sufficient amount of the Series 2019 Bond proceeds shall be applied to the payment of costs and expenses, including legal, accounting, and financial advisory fees and expenses, and other fees and expenses relating to the issuance of the Series 2019 Bond which must be paid upon delivery of the Series 2019 Bond.

(B) A sufficient amount of the Series 2019 Bond proceeds and money from the funds and accounts held in connection with the Refunded Bonds that will be sufficient to pay the principal of, interest and any premium due on the Refunded Bonds as they are called for prepayment, shall be applied to pay the outstanding principal, premium and interest on the Refunded Bonds.

(C) All remaining moneys shall be deposited into the Construction Fund and used for the purpose of paying for the Project.

**Section 14:** Sales Tax Revenues; Additional Debt. The Issuer hereby pledges the Sales Tax Revenues to the payment of amounts due on the Series 2019 Bond.

For so long as the Series 2019 Bond shall be unpaid, except with the written consent of the Owner of the Series 2019 Bond, the Issuer will not issue any other obligations or incur any indebtedness payable on a priority lien basis from the Sales Tax Revenues.

Pursuant to supplemental resolution, the Issuer may incur debt which is secured by Sales Tax Revenues on a parity basis for any lawful purpose if the amount of Sales Tax Revenues received by the Issuer during any twelve consecutive months of the eighteen months immediately preceding the date of issuance of such parity debt is equal to at least 125% of the maximum annual debt service during the current or any future fiscal year on the Series 2019 Bond and the proposed parity debt.

The Issuer may issue any other obligations or incur any indebtedness payable on a junior and subordinated lien basis from the Sales Tax Revenues, without limitation; provided, however, that such pledge shall be expressed to be subordinated in all respects to the pledge of the Sales Tax Revenues created by this Resolution.

For purposes of calculating maximum annual debt service if the terms of the debt are such that interest thereon for any future period of time is to be calculated at a rate which is not then susceptible of precise determination ("Variable Rate Debt"), interest on such Variable Rate Debt shall be computed as follows:

(a) if the principal amount of Variable Rate Debt (including any Variable Rate Debt proposed to be incurred) is less than or equal to 25% of the principal amount of all debt (including the debt proposed to be incurred), an interest rate equal to the higher of 12% per annum or The Bond Buyer 40 Index shall be assumed; or

(b) if the principal amount of Variable Rate Debt (including any Variable Rate Debt proposed to be incurred) is more than 25% of the principal amount of all debt (including the debt proposed to be incurred), the maximum rate which could be borne by such Variable Rate Debt shall be assumed.

For purposes of calculating maximum annual debt service, balloon indebtedness shall be assumed to amortize in up to 20 years on a level debt service basis. In the event that the Issuer is required to fund a reserve fund, the funding of such reserve fund shall be included in the calculation of debt service.

**Section 15:** Award of Series 2019 Bond. The Series 2019 Bond is hereby sold and awarded to Key Government Finance, Inc., at the price of par and the Mayor and the City Clerk are hereby authorized to execute and deliver the Series 2019 Bond in the form set forth herein, receive the purchase price therefor and apply the proceeds thereof as provided herein, without further authority from this body. The Mayor and the City Clerk are authorized to make any and all changes on the form of the Series 2019 Bond which shall be necessary to conform the same to the commitment of Key Government Finance, Inc., attached hereto as Exhibit D. Execution of the Series 2019 Bond by the Mayor and the City Clerk shall be conclusive evidence of their approval of the form of the Series 2019 Bond.

**Section 16:** Tax Covenant.

(A) The Issuer covenants to the Owner of the Series 2019 Bond provided for in this Resolution that the Issuer will not make any use of the proceeds of the Series 2019 Bond at any time which would cause such Series 2019 Bond to be "arbitrage bonds" within the meaning of the Code. The Issuer will comply with the requirements of the Code and any valid and applicable rules and regulations promulgated thereunder necessary to ensure the exclusion of interest on the Series 2019 Bond from the gross income of the holders thereof for purposes of federal income taxation.

(B) There is hereby created and established a fund to be known as the "City of Lake City Sales Tax Revenue Bonds Rebate Fund" (the "Rebate Fund"). The Issuer shall deposit into the Rebate Fund, from investment earnings on moneys deposited in the other funds and accounts created hereunder, or from any other legally available funds of the Issuer, an amount equal to the Rebate Amount for such Rebate Year. The Issuer shall use such moneys deposited in the Rebate Fund only for the payment of the Rebate Amount to the United States as required herein. In complying with the foregoing, the Issuer may rely upon any instructions or opinions from Bond Counsel.

If any amount shall remain in the Rebate Fund after payment in full of the Series 2019 Bond issued hereunder and after payment in full of the Rebate Amount to the United States in accordance with the terms hereof, such amounts shall be available to the Issuer for any lawful purpose.

The Rebate Fund shall be held separate and apart from all other funds and accounts of the Issuer, shall not be impressed with a lien in favor of the Owner and the moneys therein shall be available for use only as herein provided.

**Section 17:** Additional Covenants. The Issuer shall provide the Owner of the Series 2019 Bond its Comprehensive Annual Financial Report (including audited financial statements and a statistical section, if any) for each Fiscal Year of the Issuer not later than two hundred seventy (270) days after the close of such Fiscal Year. The financial statements shall be prepared

in accordance with generally accepted auditing standards and the standards applicable to financial audits contained in Government Audit Standards issued by the Comptroller General of the United States, and audited by an independent certified public accountant acceptable to the Owner.

**Section 18:** Amendment. This Resolution shall not be modified or amended in any respect subsequent to the issuance of the Series 2019 Bond except with the prior written consent of the Owner of the Series 2019 Bond.

**Section 19:** Limitation of Rights. With the exception of any rights herein expressly conferred, nothing expressed or mentioned in or to be implied from this Resolution or the Series 2019 Bond are intended or shall be construed to give to any Person other than the Issuer and the Owner any legal or equitable right, remedy or claim under or with respect to this Resolution or any covenants, conditions and provisions herein contained; this Resolution and all of the covenants, conditions and provisions hereof being intended to be and being for the sole and exclusive benefit of the Issuer and the Owner.

**Section 20:** Impairment of Contract. The Issuer covenants with the Owner of the Series 2019 Bond that it will not, without the prior written consent of the Owner of the Series 2019 Bond, enact any ordinance, adopt any resolution or execute any agreement which repeals, impairs or amends in any manner adverse to the Owner the rights granted to the Owner of the Series 2019 Bond hereunder.

**Section 21:** Events of Default; Remedies of Owners of the Series 2019 Bond. The following shall constitute Events of Default: (i) if the Issuer fails to pay any payment of principal of or interest on the Series 2019 Bond as the same becomes due and payable; (ii) if the Issuer defaults in the performance or observance of any covenant or agreement contained in this Resolution or the Series 2019 Bond (other than set forth in (i) above) and fails to cure the same within thirty (30) days; or (iii) filing of a petition by or against the Issuer relating to bankruptcy, reorganization, arrangement or readjustment of debt of the Issuer or for any other relief relating to the Issuer under the United States Bankruptcy Code, as amended, or any other insolvency act or law now or hereafter existing, or the involuntary appointment of a receiver or trustee for the Issuer, and the continuance of any such event for 60 days undismissed or undischarged.

Upon the occurrence of an Event of Default under Section 21(i) above, interest on the past due payment shall begin to accrue at the Default Rate and if such Event of Default has not been cured within ninety (90) days of such Event of Default, interest on the entire outstanding principal amount of the Series 2019 Bond shall accrue at the Default Rate until such Event of Default has been cured.

Upon the occurrence and during the continuation of any Event of Default, the Owners of the Series 2019 Bond may, in addition to any other remedies set forth in this Resolution or the

Series 2019 Bond, either at law or in equity, by suit, action, mandamus or other proceeding in any court of competent jurisdiction, protect and enforce any and all rights under the laws of the State, or granted or contained in this Resolution, and may enforce and compel the performance of all duties required by this Resolution, or by any applicable statutes to be performed by the Issuer.

**Section 22:** Severability. If any one or more of the covenants, agreements or provisions of this Resolution should be held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separate from the remaining covenants, agreements or provisions of this Resolution or of the Series 2019 Bond issued thereunder.

**Section 23:** Business Days. In any case where the due date of interest on or principal of a Series 2019 Bond is not a Business Day, then payment of such principal or interest need not be made on such date but may be made on the next succeeding Business Day, provided that credit for payments made shall not be given until the payment is actually received by the Owner.

**Section 24:** Applicable Provisions of Law. This Resolution shall be governed by and construed in accordance with the laws of the State.

**Section 25:** Rules of Interpretation. Unless expressly indicated otherwise, references to sections or articles are to be construed as references to sections or articles of this instrument as originally executed. Use of the words "herein," "hereby," "hereunder," "hereof," "hereinbefore," "hereinafter" and other equivalent words refer to this Resolution and not solely to the particular portion in which any such word is used.

**Section 26:** Captions. The captions and headings in this Resolution are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Resolution.

**Section 27:** City Council Members Exempt from Personal Liability. No covenant, stipulation, obligation or agreement contained in this Resolution shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future member, agent or employee of the Issuer in his or her individual capacity, and neither the members of the City Council nor any Person executing the Series 2019 Bond shall be liable personally on the Series 2019 Bond or this Resolution or shall be subject to any personal liability or accountability by reason of the issuance or the execution of the Series 2019 Bond or this Resolution.

**Section 28:** Authorizations. The members of the City Council of the Issuer, the Mayor, the Finance Director and the Issuer's officers, attorneys and other agents and employees are

hereby authorized to perform all acts and things required of them by this Resolution or desirable or consistent with the requirements hereof for the full, punctual and complete performance of all of the terms, covenants and agreements contained in the Series 2019 Bond and this Resolution, and they are hereby authorized to execute and deliver all documents which shall be required by Bond Counsel or the Original Purchaser to effectuate the sale of the Series 2019 Bond. All action taken to date by the officers, attorneys and any other agents and employees of the Issuer in furtherance of the issuance of the Series 2019 Bond is hereby approved, confirmed and ratified.

**Section 29:** *No Third Party Beneficiaries.* Except such other persons as may be expressly described in this Resolution or in the Series 2019 Bond, nothing in this Resolution or in the Series 2019 Bond, expressed or implied, is intended or shall be construed to confer upon any person, other than the Issuer and the holder of the Series 2019 Bond, any right, remedy or claim, legal or equitable, under and by reason of this Resolution, or any provision thereof, or of the Series 2019 Bond, all provisions thereof being intended to be and being for the sole and exclusive benefit of the Issuer and the persons who shall from time to time be the holder of the Series 2019 Bond.

**Section 30:** *Repealer.* All resolutions or parts thereof in conflict herewith are hereby repealed.

**Section 31.** *Consent or Waiver.* No consent or waiver, express or implied, to or of any breach or default in the performance of any obligation under this Resolution or the Series 2019 Bond shall constitute a consent or waiver to or of any other breach or default in the performance of the same or any other obligation.

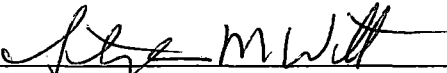
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**Section 32:** Effective Date. This Resolution shall be in full force and take effect immediately upon its passage and adoption.

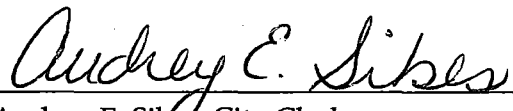
PASSED, APPROVED AND ADOPTED this 16<sup>th</sup> day of December, 2019.

(SEAL)


CITY OF LAKE CITY, FLORIDA

By:   
Stephen M. Witt, Mayor

ATTEST:

By:   
Audrey E. Sikes, City Clerk

Approved as to Form and Legality

By:   
Fred Koberlein, Jr., City Attorney

**File Attachments for Item:**

19. City Council Resolution No. 2021-055 - A resolution of the City of Lake City, Florida, accepting a utility easement from Ashmann Holdings, LLC, for the purpose of extending a water main and enabling future utility system improvements.



**CITY COUNCIL RESOLUTION NO. 2021-055**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, ACCEPTING A UTILITY EASEMENT FROM ASHMANN HOLDINGS, LLC, FOR THE PURPOSE OF EXTENDING A WATER MAIN AND ENABLING FUTURE UTILITY SYSTEM IMPROVEMENTS.**

**WHEREAS**, the City of Lake City, Florida, (hereinafter the "City"), has identified a need for an easement to provide, install, and maintain a water main utility along the boundary line of a parcel of real property identified by the Columbia County Property Appraiser as Parcel ID 33-3S-16-02444-000, (hereinafter the "Property"); and

**WHEREAS**, the City has requested of Ashmann Holdings, LLC (hereinafter "Ashmann"), the owner of said Property, that Ashmann grant a utility easement to the City; and

**WHEREAS**, Ashmann has agreed to convey a public utility easement to the City and the City Council desires to accept the grant of the utility easement deed, a copy of which is attached hereto as "Exhibit A" and made a part of this resolution; and

**WHEREAS**, the City Council finds that it is in the best interests of the City to accept the grant of the utility easement deed from Ashmann for the aforementioned purpose.

**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 is hereby authorized to accept the grant of a utility easement deed from Ashmann Holdings, LLC, to provide, install, and maintain a water main utility

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

Return to:  
City of Lake City, Florida  
Attn: City Clerk  
205 N. Marion Ave  
Lake City, Florida 32055

This instrument prepared by:  
Koberlein Law Offices  
855 SW Baya Drive  
Lake City, FL 32025

### **UTILITY EASEMENT DEED**

THIS INDENTURE, made this \_\_\_\_ day of \_\_\_\_\_, 2021, by ASHMANN HOLDINGS, LLC, which has a principal address of 164 NW Madison Street, Suite 103, Lake City, Florida 32055, herein “Grantor”, grants, conveys, and warrants unto City of Lake City, Florida, a municipal corporation organized under the laws of the State of Florida, which has a mailing address of 205 N. Marion Ave, Lake City, Florida 32055, herein “Grantee”.

### **WITNESSETH:**

That Grantor, for and in consideration of the mutual obligations herein contained, and other valuable consideration, receipt of which is hereby acknowledged, has given and granted, and by these presents does give and grant unto the Grantee, its successors and assigns, an easement on, over, under, and across real property in Columbia County, Florida, described in “Exhibit A” attached hereto and incorporated herein (the “Property”).

Grantor hereby warrants and covenants, (a) that it is the owner of the fee simple title to the premises in which the above described Property is located, (b) that it has full right and lawful authority to grant and convey this easement to Grantee, and (c) that Grantee shall have quiet and peaceful possession, use, and enjoyment of the Property as to Grantor’s interest.

Grantor and Grantee acknowledge and agree that the Grantee shall be entitled to alter the easement for the purpose of providing, installing, and maintaining water utility lines together with all rights reasonably necessary or incident thereto, including the right of ingress and egress to and from the Property to the Grantee, its successors and assigns, for the purpose of exercising its rights provided for herein.

Grantor hereby covenants and agrees that no buildings, structures or obstacles shall be located, constructed, excavated or created within the Property. If the Property is fenced, Grantor shall install gates of sufficient width to allow for trucks and equipment to have ready access to Grantee's Property. If the gates are locked, Grantor shall provide Grantee with keys. If signs are placed upon the Property, they shall be erected in a manner not to interfere with the purposes of the Property. If Grantor's future orderly development of Grantor's adjacent premises is in physical conflict with Grantee's Property, Grantee shall, within sixty (60) days after receipt of written request from Grantor, relocate Grantee's Property to another mutually agreed upon location in Grantor's premises, provided that such relocation is feasible based upon general accepted engineering principles, and provided that prior to the relocation of Grantee's Property: (a) Grantor shall pay to Grantee the full expected cost of the relocation as estimated by Grantee, and (b) Grantor shall execute and deliver to Grantee an acceptable and recordable easement to cover the relocated facilities. Upon completion of the relocation, the easement herein shall be considered canceled as to the portion vacated by such relocation.

**TO HAVE AND TO HOLD** the same unto the said Grantee, its successors and assigns, forever.

*[remainder of this page intentionally left blank]*

**IN WITNESS WHEREOF**, the said Grantor has caused these presents to be executed under seal on the day and year aforesaid.

Signed, sealed, and delivered  
in the presence of:

**ASHMANN HOLDINGS, LLC.**

Witness' Signature

Print Name

Witness' Signature

Print Name

By:

Robert Mann, Manager

Witness' Signature

Print Name

Witness' Signature

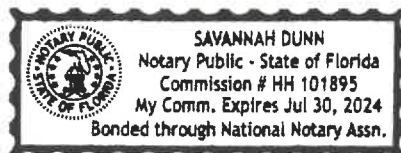
Print Name

By:

Brent Ash, Manager

**STATE OF FLORIDA  
COUNTY OF COLUMBIA**

The foregoing instrument was acknowledged before me by means of ✓  
physical presence or \_\_\_\_\_ online notarization, this 25 day of  
March, 2021 by Robert Mann, Manager for Ashmann Holdings, LLC.,  
and Brent Ash, Manager for Ashmann Holdings, LLC., who are personally  
known to me or produced Driver's Licenses as identification.



Notary Public - Signature

Savannah Dunn

Notary Name - Printed

## DESCRIPTION

Parcel# 02444-000

Thursday, January 28, 2021

FOR: 20'Utility Easement

COMMENCE at the Northeast corner of the Southeast 1/4 of the Northeast 1/4 of Section 33, Township 3 South, Range 16 East, Columbia County, Florida and run South 87°27'00" East along the North line of said Southeast 1/4 of the Northeast 1/4 of Section 33 a distance of 25.00 feet to a point on the old West Right-of-Way line of NW Turner Avenue; thence South 06°40'00" West along said old West Right-of-Way line of NW Turner Avenue a distance of 500.70 feet to the Southeast corner of a parcel of land recorded in Official Records Book 939, Page 635 of the Public Records of Columbia County, Florida; thence North 84°42'39" West a distance of 7.05 feet to the POINT OF BEGINNING; thence continue North 84°42'39" West a distance of 225.02 feet; thence North 85°33'46" West a distance of 447.63 feet; thence South 18°10'26" West a distance of 208.41 feet to a point on the Northerly Right-of-Way line of U.S. Highway No. 90; thence North 65°22'37" West along said Northerly Right-of-Way line of U.S. Highway No. 90 a distance of 20.13 feet; thence North 18°10'26" East a distance of 221.84 feet; thence South 85°33'46" East a distance of 463.48 feet; thence South 84°42'39" East a distance of 225.10 feet to a point on the West Right-of-Way line of NW Turner Avenue; thence South 05°05'25" West along said West Right-of-Way line of NW Turner Avenue a distance of 20.00 feet to the POINT OF BEGINNING. Containing 0.41 acres, more or less.

**File Attachments for Item:**

20. City Council Resolution No. 2021-056 - A resolution of the City Council of the City of Lake City, Florida, retiring canine Max from the Lake City Police Department and authorizing the adoption of canine Max to former police officer Ryan Collins; relinquishing any and all liability for the housing, care, veterinary needs, and food related to canine Max; and establishing an effective date.

**CITY COUNCIL RESOLUTION NO. 2021-056**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, RETIRING CANINE MAX FROM THE LAKE CITY POLICE DEPARTMENT AND AUTHORIZING THE ADOPTION OF CANINE MAX TO FORMER POLICE OFFICER RYAN COLLINS; RELINQUISHING ANY AND ALL LIABILITY FOR THE HOUSING, CARE, VETERINARY NEEDS, AND FOOD RELATED TO CANINE MAX; AND ESTABLISHING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Lake City Police Department, (hereinafter the "LCPD") desires to authorize the adoption of Canine ("K9") Max to former police officer Ryan Collins (hereinafter "Collins"); and

**WHEREAS**, the city administration recommends the adoption of K9 Max based on the expert opinion of the canine trainer for the LCPD; and

**WHEREAS**, Collins would accept all responsibilities and liability for Max's housing, care, veterinary needs, and food if K9 Max is retired and provided to Collins; and

**WHEREAS**, the City Council finds that the adoption of Max by Collins is in the best interests of the City and K9 Max.

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

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

**Section 2.** The adoption of K9 Max by Ryan Collins is approved. Former police officer Ryan Collins is authorized to adopt Lake City Police Department K9 Max.



**Section 3.** This resolution is effective immediately upon adoption.

**PASSED AND ADOPTED** at a meeting of the City Council this \_\_\_\_ day of  
April 2021.

**CITY OF LAKE CITY, FLORIDA**

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

ATTEST

APPROVED AS TO FORM AND  
LEGALITY:

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

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

MEETING DATE
3-15-21

# CITY OF LAKE CITY

## Report to Council

COUNCIL AGENDA	
SECTION	
ITEM NO.	

**SUBJECT: Request for Retirement and Adoption of Police K9 Max**

**DEPT / OFFICE: Lake City Police Department**

**Originator:**

Chief Argatha Gilmore

**City Manager**

Joe Helfenberger

**Department Director**

Chief Argatha Gilmore 

**Date**

3-12-21

**Recommended Action:**

Retirement and adoption of police K9 Max.

**Summary Explanation & Background:** K9 Max was donated to the City of Lake City Police Department. Per attached Report to Council, this was approved at the October 1, 2018 Council meeting. K9 Max has been in service with the Lake City Police Department for approximately two years. Officer Ryan Collins was Max's first police handler.

Peg Hickey of Von See Stadt Kennels, the certified training facility that trains our department's K9 and their handlers, has stated Max may not adjust well to being placed in another home or with another handler. Officer Collins' home was the fourth home which causes Mrs. Hickey concern to Max adjusting and bonding in yet another home. It is Mrs. Hickey's professional opinion that with the issues Max has with slick or tiled floors, he may hesitate being sent into a building with these floors. This hesitation could jeopardize Officer safety. Mrs. Hickey is unsure if additional training would alleviate this hesitation by Max.

Former Police Officer Collins requests permission to adopt Max from the City of Lake City. In doing so, he would accept all responsibilities and liability for Max's housing, care, veterinary needs, and food. The City of Lake City would relinquish any and all liability starting the date of Max's retirement.

**Alternatives:**

**Source of Funds:**

**Financial Impact:** None

**Exhibits Attached:**

1. Report to Council dated 9-25-18 regarding donation of German Shepherd, Max.
2. Letter from Officer Ryan Collins to Chief Gilmore requesting to retire and adopt K9 Max.
3. Letter dated 3-10-21 from Chief Gilmore to Ryan Collins acknowledging his request.
4. Letter dated February 2, 2021 from Von See Stadt Kennels recommending Max be retired due to issues outlined above.

MEETING DATE
10-1-18

# CITY OF LAKE CITY

## Report to Council

COUNCIL AGENDA	
SECTION	
ITEM NO.	

**SUBJECT: Acceptance of Donation of Police K9 Officer**

**DEPT / OFFICE: Police**

**Originator:** Chief Argatha Gilmore 

**City Manager**  
Joe Helfenberger

**Department Director**  
Chief Argatha Gilmore

**Date**  
9-25-18

**Recommended Action:**

The Lake City Police Department is requesting approval to accept the donation of an 8 month old German shepherd that has been neutered and microchipped. This K9 officer would be assigned to the K9 unit.

**Summary Explanation & Background:**

The K9 unit is in need of an additional dog to be trained in drug detection and felony apprehension. This dog will be trained as a K9 officer. One of the current K9 officers is approaching retirement age, tentatively set for December 2019. With the acceptance of the donated K9, training will commence for the K9 along with a handler.

**Alternatives:**

The purchase of a K9 dog would cost approximately \$7500.00. A purchase of this magnitude would substantially impact the limited funding source of the Police Department.

**Source of Funds:**

A citizen has offered to donate this German shepherd to assist officers conducting effective police services and enforcement.

**Financial Impact:** No cost to agency

**Exhibits Attached:**

- Intradepartmental memo dated 9-6-18 from Lt. Miles to Chief Gilmore outlining initial contact with dog and its current owner
- Picture of prospective K9 German shepherd dog



## Lake City Police Department

### Intra-Departmental Correspondence Form



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To: Chief Argatha Gilmore, via Chain of Command  
From: Officer Ryan Collins *RC*  
Subject: K9 Max  
Date: February 17, 2021

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I have been assigned as a K9 officer for the Lake City Police Department, partnered with K9 Max, for a little over two years. During our time as partners, my family has also bonded with K9 Max. My family and I would like to continue to have him as part of our lives.

During the time that K9 Max was on the road, he showed deficiencies on tile and other slick floors. Specifically, when he encountered these type floors, K9 Max would freeze up and not engage the threat. He would not walk on these floors. I have tried to get K9 Max over this fear by doing extra training at the kennels, but K9 Max did not overcome the fear, although he did improve some.

Over the course of K9 Max's life, he has gone through numerous owners until he was donated to the Police Department. I am requesting to purchase K9 Max from the Police Department (City of Lake City). It is my belief that Max would be better off by not having to bond with another partner while still trying to overcome known deficiencies.



*Dr. Argatha Gilmore*  
Chief of Police

**LAKE CITY**  
**POLICE**  
DEPARTMENT



[www.lcflapd.com](http://www.lcflapd.com)



@LCFlaPD



March 10, 2021

Ryan P. Collins  
140 SW Bloomington Terrace  
Lake City FL 32024

Dear Ryan:

I am in receipt of your request to adopt K9 Max upon his retirement from service. As you are aware, the adoption process requires City Council approval. The next Council meeting is scheduled for Monday, March 15, 2021. We are working to get the request on the Council's agenda for that meeting.

In the interim, you have agreed to continue to care for, feed, and house Max until such time as City Council takes official action on the adoption request. Please be reminded K9 Max will not be used in any shape, or form, to conduct any type of police service or police K9 activity. You will be notified as soon as a final decision is made by the City Council

I would like to thank you for your service and dedication to the citizens of the City of Lake City and the Lake City Police Department, especially to the K9 program and to your partner, Max, during your tenure at the Department. If approved, I believe Max's retirement years will be spent in good hands in the caring environment of your home.

Sincerely,

Dr. Argatha Gilmore  
Chief of Police

Cc: Assistant Chief Gerald Butler  
Lt. Andy Miles  
Sgt. Jason Byrd  
Administrative File



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**P.O. Box 3425**  
**Lake City, Fl. 32056**  
**Phone (386) 755-2713 Fax (386) 758-9576**

Feb. 2, 2021

Asst. Chief Butler,

Per our conversation this morning, here are my thoughts on K-9 Max:

In his life, Max is already his 4th home with Officer Collins. This leads me to question whether or not he's going to adjust well and bond to yet another home and handler, or whether he will more or less shut down. In addition, he's been having some issues with slick or tile floors and while he's slowly getting used to them, he's not confident about running in to a house or other building with these types of floors. That could reflect in officer safety.

All in all, I would say that Max is a good dog, but not a strong one as far his ability to go to yet another handler and work in all capacities he needs to be able to work in.

If you have any questions, please feel free to call!

Sincerely,  
Peg Hickey

**File Attachments for Item:**

21. City Council Resolution No. 2021-057 - A resolution of the City Council of the City of Lake City, Florida, amending Section 2-48 of the City Code; establishing committee meetings of the Special Standing Committees; repealing all resolutions in conflict; and providing an effective date.

**CITY COUNCIL RESOLUTION NO. 2021-057**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AMENDING SECTION 2-48 OF THE CITY CODE; ESTABLISHING COMMITTEE MEETINGS OF THE SPECIAL STANDING COMMITTEES; REPEALING ALL RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City Council of the City of Lake City, Florida (hereinafter the "City") through Ordinance No. 2021-2178, amended the City Code of Ordinances (hereinafter the "City Code") by amending the rules of meetings of the City Council and special standing committees; and

**WHEREAS**, subsection 2-48(11), City Code, allows committee meetings to be called by either the respective chairperson, the mayor, or the city manager, and requires the respective chairperson to establish the time and place of any committee meeting; and

**WHEREAS**, the City Council finds that the current necessity of having the respective chairperson of a committee establish the time and place of any committee meeting is unnecessary and inefficient; and

**WHEREAS**, the City Council finds that allowing the individual authorized to call a committee meeting to also establish the time and place of said committee meeting to be most efficient and, therefore, in the best interests of the City and its citizens.

**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.** That subsection 2-48(11) of the Code of the City of Lake City, Florida, is hereby amended to read as follows (words ~~stricken~~ are deletions; words underlined are additions):

**Article II. City Council**

**Sec. 2-48. - Special standing committees.**

...

(11)Committee meetings. Each advisory committee herein created shall hold meetings when and as needed as determined by its respective chairperson, the mayor, or the city manager. The ~~chairperson of each committee~~ caller of the meeting shall establish the time and place of any meeting which shall be noticed in writing at least five days prior to



the meeting and shall be open to the public and shall comply with and abide by the requirements of the laws of Florida regarding public meetings, including the provisions and requirements of F.S. chs. 112, 119 and F.S. § 286.

**Section 3.** Conflict. All resolutions, or portions of resolutions, and approved motions of the City Council, found to be in conflict with this resolution are hereby repealed to the extent of such conflict.

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

**PASSED AND ADOPTED** at a meeting of the City Council on the \_\_\_\_\_ day of April 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:**

22. Discussion and Possible Action - Affordable Housing - Staff analysis reports on twelve (12) properties designated for affordable housing with suggestions for the disposition of each property. (Dave Young)

Meeting Date
<b>04/05/21</b>

# *City of Lake City* *Report to Council*

AGENDA	
Section	
Item No.	

**SUBJECT: Disposal of Surplus City Properties Suitable for Affordable Housing**

**DEPT. / OFFICE: GROWTH MANAGEMENT**

<b>Originator:</b>		
<b>David C. Young</b>		
<b>City Manager</b>	<b>Department Director</b>	<b>Date</b>
JOSEPH HELFENBERGER	DAVID YOUNG	03/17/21
<b>Recommended Action:</b>		
<p>Staff has compiled Staff Analysis reports on the twelve (12) properties designated for affordable housing with suggestions for the disposition of each property.</p> <p>A survey and property appraisal shall have to be performed on these properties and then placed on The GOV.DEALS site for sale with advertising through the local newspaper and the City web site.</p>		
<b>Summary Explanation &amp; Background:</b>		
<p>Growth Management is receiving inquiries on City owned parcels as how to purchase this parcel from the City. The City Council has the following options available as per Resolution 2020-122.</p> <ul style="list-style-type: none"> <li>• offer the property for sale and the proceeds may be used to purchase land for the development of affordable housing; or</li> <li>• offer the property for sale and the proceeds may be used to increase the local government fund earmarked for affordable housing; or</li> <li>• sell the property with a restriction that requires the development of the property as permanent affordable housing; or</li> <li>• donate the property to a nonprofit housing organization for the construction of permanent affordable housing; or</li> <li>• make the property available for use for the production and preservation of permanent affordable housing.</li> </ul>		
<b>Alternatives:</b>		
Not sell or donate this property but hold properties for future affordable housing needs		
<b>Source of Funds:</b>		
Funding for survey and appraisal would come from Growth Management budget, which would be reimbursed upon sale of parcel.		
<b>Financial Impact:</b>		
Any monies collected from the sale, after reimbursement to Growth Management for survey and appraisal, would be placed in fund.		
<b>Exhibits Attached: Staff Analysis reports on the twelve properties with recommendations for City Council action</b>		

# LAKE CITY GROWTH MANAGEMENT

## STAFF ANALYSIS REPORT

Project Information	
Project Name and Case No.	168 Escambia St/Vacant
Applicant	
Owner	COLC
Requested Action	Review for affordable housing
Hearing Date	April 05, 2021
Staff Analysis/Determination	This property would be acceptable for affordability housing to be constructed on.
Prepared By	David C. Young

Subject Property Information	
Size	0.433 Acres = 18,861.48 square feet
Location	168 Escambia St
Parcel Number	00-00-00-12039-000
Future Land Use	Residential – High Density < 20 d.u. per acre
Current Zoning District	Residential, Office (RO)
Flood Zone	N/A

Land Use Table				
Direction	Future Land Use	Zoning	Existing Use	Comments
North	Commercial	CG	Residential & Commercial	
South	Residential- High Density <20d.u. per acre	RO	Vacant	
East	Public	RO	Vacant	
West	Commercial	C-CBD	Commercial	

Summary of Request
Analyze property for affordable housing Single Family – 6,000 square feet minimum lot area – 50 feet minimum lot width Duplex(s) – 10,000 square feet minimum lot area – 70 feet minimum lot width Multiple Family – 20,000 square feet minimum lot area – 80 feet minimum lot width and 5,445 square feet lot area for each dwelling unit

**Staff Analysis.** This property would be acceptable for affordability housing to be constructed on.

Due to the shortage of affordable housing within the City of Lake City, staff recommends this property be sold with the restriction that that the property be developed for permanent affordable housing through GOV.DEALS with advertisement of pending sale and auction in newspaper and City of Lake City web site.

Property shall be required to be surveyed and an appraisal by a Florida licensed property appraiser prior to property being sold.

# LAKE CITY GROWTH MANAGEMENT

## STAFF ANALYSIS REPORT

Project Information	
Project Name and Case No.	336 SE Faye Lane/Vacant
Applicant	
Owner	COLC
Requested Action	Review of property for affordable housing
Hearing Date	April 05, 2021
Staff Analysis/Determination	Located in Columbia County
Prepared By	David C. Young

Subject Property Information	
Size	1 acre= 43,560 square feet
Location	336 SE Faye Lane
Parcel Number	03-4S-17-07571-000
Future Land Use	Residential-Low
Current Zoning District	RSF-2
Flood Zone	SE corner of property is located within an "A" flood zone

Land Use Table				
Direction	Future Land Use	Zoning	Existing Use	Comments
North	Residential-Low	RSF-2	Residential	
South	Residential-Very Low	RR	Vacant	
East	Residential-Low	RSF-2	Residential	
West	Residential-Low	RSF/MH-2	Residential	

Summary of Request
Analyze property for affordable housing

**Staff Analysis.**

This parcel is suitable for affordable housing but has to be verified by Columbia County.

RSF-2 requires a minimum of 10,000 square feet and a lot width a minimum of 70 feet.

Due to the shortage of affordable housing within the City of Lake City, staff recommends this property be sold with the restriction that that the property be developed for permanent affordable housing through GOV.DEALS with advertisement of pending sale and auction in newspaper and City of Lake City web site.

Property shall be required to be surveyed and an appraisal by a Florida licensed property appraiser prior to property being sold.

# LAKE CITY GROWTH MANAGEMENT

## STAFF ANALYSIS REPORT

Project Information	
Project Name and Case No.	484 NW Simms Drive/Vacant
Applicant	
Owner	COLC
Requested Action	Review of property for affordable housing
Hearing Date	April 05, 2021
Staff Analysis/Determination	This property is suitable for Affordable Housing
Prepared By	David C. Young

Subject Property Information	
Size	1 acre = 43,560 square feet
Location	484 NW Simms Drive
Parcel Number	00-00-00-11828-000
Future Land Use	Residential-Low Density < 2 d.u. per acre
Current Zoning District	RSF-1
Flood Zone	X

Land Use Table				
Direction	Future Land Use	Zoning	Existing Use	Comments
North	Residential- Low Density < 2 d.u. per acre	RSF-1	Residential	
South	Residential- Low Density < 2 d.u. per acre	RSF-1	Vacant	
East	Residential – Medium Density < 8 d.u. per acre	RSF-3	Vacant	
West	Residential- Low Density < 2 d.u. per acre	RSF-1	Vacant	



Summary of Request
Analyze property for affordable housing.

**Staff Analysis.**

The property is suitable for affordable housing.

RSF-1 requires a minimum of 20,000 square feet and a lot width a minimum of 100 feet

Due to the shortage of affordable housing within the City of Lake City, staff recommends this property be sold with the restriction that that the property be developed for permanent affordable housing through GOV.DEALS with advertisement of pending sale and auction in newspaper and City of Lake City web site.

Property shall be required to be surveyed and an appraisal by a Florida licensed property appraiser prior to property being sold.

# LAKE CITY GROWTH MANAGEMENT

## STAFF ANALYSIS REPORT

Project Information	
Project Name and Case No.	497 NE Hernando Ave/Vacant
Applicant	
Owner	COLC
Requested Action	Review for affordable housing
Hearing Date	April 05, 2021
Staff Analysis/Determination	Suitable for affordable housing
Prepared By	David C. Young

Subject Property Information	
Size	0.329 Acres = 14,331.24 square feet
Location	497 NE Hernando Ave
Parcel Number	00-00-00-12040-000
Future Land Use	Residential-Medium Density <8 d.u. per acre
Current Zoning District	Residential, Office
Flood Zone	X

Land Use Table				
Direction	Future Land Use	Zoning	Existing Use	Comments
North	Residential-Medium Density <8 d.u. per acre	RO	Vacant	
South	Residential-Medium Density <8 d.u. per acre	RO	Vacant & Residential	
East	Residential-Medium Density <8 d.u. per acre	RO	Residential	
West	Commercial	C-CBD	Commercial – Central Business District	

Summary of Request
Analyze property for affordable housing

**Staff Analysis.** Suitable for the following affordable housing

Single Family: 6,000 square feet minimum lot area – 50 feet minimum lot width

Duplexes: 10.000 square feet minimum lot area – 70 feet minimum lot width

Due to the shortage of affordable housing within the City of Lake City, staff recommends this property be sold with the restriction that that the property be developed for permanent affordable housing through GOV.DEALS with advertisement of pending sale and auction in newspaper and City of Lake City web site.

Property shall be required to be surveyed and an appraisal by a Florida licensed property appraiser prior to property being sold.

# LAKE CITY GROWTH MANAGEMENT

## STAFF ANALYSIS REPORT

Project Information	
Project Name and Case No.	552 NE Gurley Ave/Vacant
Applicant	
Owner	COLC
Requested Action	Review for affordable housing
Hearing Date	April 05, 2021
Staff Analysis/Determination	Suitable for affordable housing
Prepared By	David C. Young

Subject Property Information	
Size	0.241 acres = 10,497.96 square feet
Location	552 NE Gurley Ave
Parcel Number	28-3S-17-11926-000
Future Land Use	Residential-Medium Density <8 d.u per acre
Current Zoning District	Residential, Single Family-3
Flood Zone	X

Land Use Table				
Direction	Future Land Use	Zoning	Existing Use	Comments
North	Residential-Medium Density <8 d.u per acre	RSF-3	Residential	
South	Residential-Medium Density <8 d.u per acre	RSF-3	Residential	
East	Residential-Medium Density <8 d.u per acre	RSF-3	Residential	
West	Residential-Medium Density <8 d.u per acre	RSF-3	Residential	

Summary of Request
Analyze property for affordable housing

**Staff Analysis.**

Residential, Single Family - 3

6,000 square feet lot area – 50 feet minimum lot width

Due to the shortage of affordable housing within the City of Lake City, staff recommends this property be sold with the restriction that that the property be developed for permanent affordable housing through GOV.DEALS with advertisement of pending sale and auction in newspaper and City of Lake City web site.

Property shall be required to be surveyed and an appraisal by a Florida licensed property appraiser prior to property being sold.

# LAKE CITY GROWTH MANAGEMENT

## STAFF ANALYSIS REPORT

Project Information	
Project Name and Case No.	658 NE Aggie Ave/Vacant
Applicant	
Owner	COLC
Requested Action	Review for affordable housing
Hearing Date	April 05, 2021
Staff Analysis/Determination	Suitable for affordable housing
Prepared By	David C. Young

Subject Property Information	
Size	0.253 Acres = 11,020.68 square feet
Location	658 NE Aggie Ave
Parcel Number	00-00-00-10895-000
Future Land Use	Residential-Medium Density < 8 d.u. per acre
Current Zoning District	RSF-3
Flood Zone	X

Land Use Table				
Direction	Future Land Use	Zoning	Existing Use	Comments
North	Residential-Medium Density < 8 d.u. per acre	RSF-3	Residential	
South	Industrial	Industrial	Vacant	
East	Residential-Medium Density < 8 d.u. per acre	RSF-3	Residential	
West	Industrial	RSF-3	Residential	

Summary of Request
Analyze property for affordable housing

**Staff Analysis.**

Suitable for affordable housing

SRF-3 – 6,000 square feet minimum lot area – 50 feet minimum lot width

Due to the shortage of affordable housing within the City of Lake City, staff recommends this property be sold with the restriction that that the property be developed for permanent affordable housing through GOV.DEALS with advertisement of pending sale and auction in newspaper and City of Lake City web site.

Property shall be required to be surveyed and an appraisal by a Florida licensed property appraiser prior to property being sold.

# LAKE CITY GROWTH MANAGEMENT

## STAFF ANALYSIS REPORT

Project Information	
Project Name and Case No.	915 NW Eadie Street Ave/Vacant
Applicant	
Owner	COLC
Requested Action	Review for affordable housing
Hearing Date	April 05, 2021
Staff Analysis/Determination	Suitable for affordable home
Prepared By	David C. Young

Subject Property Information	
Size	0.284 Acres = 12,371.04 square feet
Location	915 NW Eadie Street
Parcel Number	31-3S-17-05986-000
Future Land Use	Residential-Moderate Density < 4 d.u per acre
Current Zoning District	RSF-2
Flood Zone	X

Land Use Table				
Direction	Future Land Use	Zoning	Existing Use	Comments
North	Residential-Moderate Density < 4 d.u per acre	RSF-2	Residential	
South	Residential-Medium Density 8 d.u. per acre	RO	Commercial	
East	Residential-Moderate Density < 4 d.u per acre	RSF-2	Residential	
West	Residential-Moderate Density < 4 d.u per acre	RSF-2	Residential	



Summary of Request
Analyze property for affordable housing

**Staff Analysis.**

Suitable for affordable home

RSF-2 – 10,000 square feet minimum lot area – 70 feet minimum lot width

Due to the shortage of affordable housing within the City of Lake City, staff recommends this property be sold with the restriction that that the property be developed for permanent affordable housing through GOV.DEALS with advertisement of pending sale and auction in newspaper and City of Lake City web site.

Property shall be required to be surveyed and an appraisal by a Florida licensed property appraiser prior to property being sold.

# LAKE CITY GROWTH MANAGEMENT

## STAFF ANALYSIS REPORT

Project Information	
Project Name and Case No.	Affordable Housing/Vacant 06047-000
Applicant	
Owner	COLC
Requested Action	Review of city owned property for affordable housing
Hearing Date	April 05, 2021
Staff Analysis/Determination	Suitable for affordable homes
Prepared By	David C. Young

Subject Property Information	
Size	0.703 acre = 30,622.68 square feet
Location	No address – NW Ashley and NW Fern Brook Loop
Parcel Number	31-3S-178-06047-000
Future Land Use	Public
Current Zoning District	RSF-3
Flood Zone	X

Land Use Table				
Direction	Future Land Use	Zoning	Existing Use	Comments
North	Public	RSF-3	National Guard	
South	Residential-Low Density < 2d.u. per acre	RSF-1	Residential	
East	Residential-Low Density < 2d.u. per acre	RSF-1	Residential	
West	Residential-Low Density < 2d.u. per acre	RSF-1	Residential	

Summary of Request
Analysis of property for the construction of affordable homes

**Staff Analysis.**

Appropriate for affordable homes

RSF-3 – 6,000 square feet minimum lot area – 50 feet minimum lot width

Due to the shortage of affordable housing within the City of Lake City, staff recommends this property be sold with the restriction that that the property be developed for permanent affordable housing through GOV.DEALS with advertisement of pending sale and auction in newspaper and City of Lake City web site.

Property shall be required to be surveyed and an appraisal by a Florida licensed property appraiser prior to property being sold.

# LAKE CITY GROWTH MANAGEMENT

## STAFF ANALYSIS REPORT

Project Information	
Project Name and Case No.	No Address Ave/Vacant
Applicant	
Owner	COLC
Requested Action	Review for affordable housing
Hearing Date	April 05, 2021
Staff Analysis/Determination	Less than required lot area for home
Prepared By	David C. Young

Subject Property Information	
Size	0.125 Acres = 5,445 square feet
Location	No Address/ NE Washington St and NE Levy Way
Parcel Number	00-00-00-11775-000
Future Land Use	Residential-Medium Density <8 d.u. per acre
Current Zoning District	RSF-3
Flood Zone	X

Land Use Table				
Direction	Future Land Use	Zoning	Existing Use	Comments
North	Residential-Medium Density <8 d.u. per acre	RSF-3	Residential	
South	Residential-Medium Density <8 d.u. per acre	RSF-3	Vacant	
East	Residential-Medium Density <8 d.u. per acre	RSF-3	Vacant	
West	Residential-Medium Density <8 d.u. per acre	RSF-3	Residential	

Summary of Request
Analyze property for affordable housing

**Staff Analysis.**

Less than allowable lot area for home

RSF-3 – 6,000 square feet minimum lot area – 50 feet minimum lot width

Due to the shortage of affordable housing within the City of Lake City, staff recommends this property be sold with the restriction that that the property be developed for permanent affordable housing through GOV.DEALS with advertisement of pending sale and auction in newspaper and City of Lake City web site. The new owner could apply for a Special Exception for the size of the lot.

Property shall be required to be surveyed and an appraisal by a Florida licensed property appraiser prior to property being sold.

# LAKE CITY GROWTH MANAGEMENT

## STAFF ANALYSIS REPORT

Project Information	
Project Name and Case No.	No Address Ave/Vacant
Applicant	
Owner	COLC
Requested Action	Review for affordable housing
Hearing Date	April 05, 2021
Staff Analysis/Determination	Less than required lot area and width
Prepared By	David C. Young

Subject Property Information	
Size	0.041 Acres = 1,785.96 square feet
Location	No Address/ NE Washington St between NE Broadway Ave and NE Simms Dr
Parcel Number	00-00-00-11813-000
Future Land Use	Residential-Medium Density <8 d.u. per acre
Current Zoning District	RSF-3
Flood Zone	X

Land Use Table				
Direction	Future Land Use	Zoning	Existing Use	Comments
North	Railroad	Railroad	Railroad	
South	Residential-Low density <2 d.u. acre	RSF-1	Residential	
East	Railroad	Railroad	Railroad	
West	Residential-Medium Density <8 d.u. per acre	RSF-3	vacant	

Summary of Request
Analyze property for affordable housing

**Staff Analysis.**

Less than required lot area and width

RSF-3 – 6,000 square feet minimum lot area – 50 feet minimum lot width

Staff recommends that the City hold this property for the time being.

# LAKE CITY GROWTH MANAGEMENT

## STAFF ANALYSIS REPORT

Project Information	
Project Name and Case No.	No Address/ Corner of NE Hernando Ave and NE Washington St
Applicant	
Owner	City of Lake City
Requested Action	Analyze for Affordable Home
Hearing Date	April 05, 2021
Staff Analysis/Determination	Lot does not have the required minimum square footage
Prepared By	David C, Young

Subject Property Information	
Size	0.125 acre = 5,445 square feet
Location	Corner of NE Hernando Ave & NE Washington St
Parcel Number	12043-000
Future Land Use	Residential - Medium Density ( < 8 d.u. per acre)
Current Zoning District	RO
Flood Zone	X

Land Use Table				
Direction	Future Land Use	Zoning	Existing Use	Comments
North	Residential - Medium Density ( < 8 d.u. per acre)	RO	Vacant	
South	Residential - Medium Density ( < 8 d.u. per acre)	RO	Vacant	
East	Residential - Medium Density ( < 8 d.u. per acre)	RO	Residential	
West	Commercial	C-CBD	Commercial -CBD	



Summary of Request
Analyze lot for affordable housing

**Staff Analysis.**

This lot does not have the minimum square footage.

This lot could be combined with 497 NE Hernando Ave to then have a total of 19,776.24 square feet and a lot width of 119.5 feet and if these lots are combined or this lot be granted a variance on the square footage, then due to the shortage of affordable housing within the City of Lake City, staff recommends this property be sold with the restriction that that the property be developed for permanent affordable housing through GOV.DEALS with advertisement of pending sale and auction in newspaper and City of Lake City web site.

- RO – Single Family – 6,000 square feet minimum lot area – 50 feet minimum lot width
- Duplexes – 10,000 square feet minimum lot area – 70 feet minimum lot width

Property shall be required to be surveyed and an appraisal by a Florida licensed property appraiser prior to property being sold.

# LAKE CITY GROWTH MANAGEMENT

## STAFF ANALYSIS REPORT

Project Information	
Project Name and Case No.	No Address Ave/Vacant
Applicant	
Owner	COLC
Requested Action	Review for affordable housing
Hearing Date	April 05, 2021
Staff Analysis/Determination	Suitable for affordable home
Prepared By	David C. Young

Subject Property Information	
Size	0.192Acres = 8,363.52 square feet
Location	No Address/ Corner of NE Simms Dr and NE Simms Dr
Parcel Number	00-00-00-13113-000
Future Land Use	Residential-Medium Density <8 d.u. per acre
Current Zoning District	RSF-3
Flood Zone	X

Land Use Table				
Direction	Future Land Use	Zoning	Existing Use	Comments
North	Residential-Medium Density <8 d.u. per acre	RSF-3	Residential	
South	Residential-Medium Density <8 d.u. per acre	RSF-3	Residential	
East	Residential-Medium Density <8 d.u. per acre	RSF-3	Residential	
West	Residential-Low Density <2 d.u. per acre	RSF-1	Vacant	

Summary of Request
Analyze property for affordable housing

**Staff Analysis.**

Suitable for affordable home

RSF-3 – 6,000 square feet minimum lot area – 50 feet minimum lot width

Due to the shortage of affordable housing within the City of Lake City, staff recommends this property be sold with the restriction that that the property be developed for permanent affordable housing through GOV.DEALS with advertisement of pending sale and auction in newspaper and City of Lake City web site.

Property shall be required to be surveyed and an appraisal by a Florida licensed property appraiser prior to property being sold.