CITY COUNCIL REGULAR SESSION CITY OF LAKE CITY

March 07, 2022 at 6:00 PM

Venue: City Hall

AGENDA

REVISED

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

Pledge of Allegiance

Invocation

Roll Call

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

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

Proclamations

1. Water Conservation Month - April 2022

Minutes

2. February 22, 2022 Regular Session

Approval of Agenda

Persons Wishing to Address Council

Citizens are encouraged to participate in City of Lake City meetings. The City of Lake City encourages civility in public discourse and requests that speakers direct their comments

to the Chair. Those attendees wishing to share a document and or comments in writing for inclusion into the public record must email the item to <u>submissions@lcfla.com</u> no later than noon on the day of the meeting. Citizens may also provide input to individual council members via office visits, phone calls, letters and e-mail that will become public record.

Approval of Consent Agenda

3. On February 22, 2022 City Council voted to appoint Sean McMahon and Ann McKellum to the Planning and Zoning Board, the Board of Adjustments and the Historical Board.

City Council Resolution No. 2022-026 - A resolution of the City Council of the City of Lake City, Florida, appointing Sean McMahon and Ann McKellum to serve as members on the Planning and Zoning Board, the Board of Adjustments, and the Historical Board; and providing an effective date.

Presentations - None

Old Business

Ordinances

Open Public Hearing

4. City Council Ordinance No. 2022-2215 (final reading) - An ordinance of the City of Lake City, Florida, amending the official zoning atlas of the City of Lake City Land Development Regulations, as amended; relating to the rezoning of less than ten contiguous acres of land, pursuant to an application, Z 21-08, by the property owner of said acreage; providing for rezoning from Commercial Intensive (CI) to Commercial, Highway Interchange (CHI) of certain lands within the corporate limits of the City of Lake City, Florida; providing severability; repealing all ordinances in conflict; and providing an effective date.

Passed on first reading 2/7/2022

Close Hearing

Adopt City Council Ordinance No. 2022-2215 on final reading

Other Items

- 5. Action Item Dr. Christopher M. Esing Requesting permission to erect a historic marker in Olustee Park.
- 6. Discussion and Possible Action Demolition of Building (old pool house) at Memorial Stadium
- 7. Discussion and Possible Action City Manager Position

Renee Narloch will participate via Zoom.

- 8. Discussion and Possible Action Annie Mattox Recreation Center, Inc. license agreement regarding funding request for Annie Mattox Park.
- 9. Discussion and Possible Action Fire Pension Board Appointee (Mayor Stephen Witt)
- 10. Discussion and Possible Action Police Officers Pension Board Appointee (Mayor Stephen Witt)

New Business

Ordinances

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

Adopt City Council Ordinance No. 2022-2216 on first reading

Resolutions

- 12. City Council Resolution No. 2022-024 A resolution of the City Council of the City of Lake City, Florida authorizing the execution of a Quit Claim Deed; providing for the conveyance of real property to the Lake City-Columbia County Humane Society, Inc.; providing for the reservation of a perpetual easement for city utilities; and providing for an effective date.
- 13. City Council Resolution No. 2021-025 A resolution of the City Council of the City of Lake City, Florida authorizing the execution of Task Assignment Number One to the Continuing Contract with North Florida Professional Services, Inc., a Florida Corporation; providing for engineering services related to the permitting and construction of an amphitheater at Wilson Park; providing for the payment for the professional services at a cost not to exceed \$21,500.00; and providing an effective date.

Other Items

14. Discussion and Possible Action - City to sponsor Northeast Florida League Dinner Meeting on Thursday, December 1, 2022. (Council Member Jake Hill)

Departmental Administration

<u>15.</u> Discussion and Possible Action - Police Officer Trainee Job Description (Interim Police Chief Gerald Butler)

Comments by Council Members

Adjournment

YouTube Channel Information

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

Revision made 3/4/2022: Item 8, additional supporting documentation added.

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. Water Conservation Month - April 2022

Proclamation

WATER CONSERVATION MONTH APRIL 2022

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 7th day of March 2022.

Stephen M. Witt, Mayor City of Lake City

22-06

Seal of the City of Lake City State of Florida

File Attachments for Item:

2. February 22, 2022 Regular Session

The City Council in and for the citizens of the City of Lake City, Florida, met in Regular Session, on February 22, 2022 beginning at 6:00 P.M., in the City Council Chambers, located at City Hall 205 North Marion Avenue, Lake City, Florida. Members of the public also viewed the meeting on our YouTube Channel.

PLEDGE OF ALLEGIANCE

INVOCATION – Council Member Todd Sampson

ROLL CALL

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

PROCLAMATIONS – None

MINUTES

1. February 7, 2022 Regular Session

Mr. Sampson made a motion to approve the February 7, 2022 regular session minutes as presented. Mr. Jefferson seconded the motion and the motion carried unanimously on a voice vote.

APPROVAL OF AGENDA

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

PERSONS WISHING TO ADDRESS COUNCIL

- Kurt Ruppert
- Dr. Chris Esing & Leila Williams
- Shawn Holmgren

APPROVAL OF CONSENT AGENDA

 On February 7, 2022 City Council voted to appoint Mr. James Carter to the Planning and Zoning Board. City Council Resolution 2022-020 - A resolution of the City Council of the City of Lake City, Florida, appointing James Carter to serve as a member on the Planning and Zoning Board, the Board of Adjustments, and the Historical Board; and providing an effective date. Mr. Sampson made a motion to approve the consent agenda as presented. Mr. Jefferson seconded the motion and the motion carried unanimously on a voice vote.

PRESENTATIONS

3. Citizens Police Academy Alumni presentation to Lake City Fire Department

The Citizens Police Academy Alumni President, Ernie Ursomarso presented the Lake City Fire Department with a plaque in memory of Chief Randy Burnham.

4. Dr. Christopher M. Esing - Requesting permission to erect a historic marker in Olustee Park.

Dr. Esing requested to erect a historic marker in the war monument section of Olustee Park and reported the donations he collected would cover expenses. He stated his target date would be either Memorial Day or Veteran's Day.

Mr. Sampson stated he was in favor of this and bringing it forward as an action item.

5. Annie Mattox Board President Ms. Lawanda Austin and Board Member Mr. Sylvester Warren, funding request for Annie Mattox Park.

Mr. Warren gave a presentation to members and provided a handout.

Interim Chief Butler reported the lighting and security cameras would be priority.

Mr. Sampson stated he was in favor of security cameras with Mr. Jefferson agreeing, and stating he was in favor of a holistic approach from end to end on the downtown area.

Mr. Koberlein reported this must be added on as an emergency item if action is to be taken.

PUBLIC COMMENT:

- Vanessa George
- Ja'Darrious Bowles
- Ja'Darrean Bowles
- Conrad Wallace
- Robin George
- Shomeri Bowden
- Travis George
- David Day
- Ray Keen
- Davion Jones
- Chevella Young
- Glenel Bowden
- Shawn Holmgren
- Sylvester Warren

Mayor Witt stated he would like to see a license agreement, Mr. Jefferson concurred.

Mr. Hill apologized for being tardy but stated he was in support of funding.

A proposed license agreement is to be presented at the next meeting for consideration.

6. Mr. Sylvester Warren, funding request for North downtown projects.

Mr. Sampson made a motion to put the request for funding the North Downtown Project on the agenda as an emergency action item. Mr. Jefferson seconded the motion. A roll call vote was taken and the motion carried.

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

Mr. Sampson made a motion to authorize an allocation of up to \$50,000.00 for the project (trashcans, benches, pavers and concrete, relocation of Welcome to Downtown Sign, antique lights, easement); and to instruct administration to move forward with the relocation of the Welcome to Downtown Lake City sign and relocation of the Historic District sign. Mr. Hill seconded the motion. A roll call vote was taken and the motion carried.

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

7. Mr. Sylvester Warren, funding request for Skateboard Park Project

Mr. Warren presented his request for funding for the Skateboard Park Project.

Members concurred to add the demolition of the old pool building onto the next agenda as a discussion and possible action item. Members also discussed combining the request for a Skateboard Park Project into the Memorial Stadium Project.

OLD BUSINESS

Ordinances - None

Other Items

8. Mr. Zack Paulk, Columbia County Quarterback Club President, uniforms and equipment sponsorship request.

Mr. Paulk reported no Columbia High School Varsity games can be played at Memorial Stadium. However, maybe some Junior Varsity games such as purple and gold could be played there. Mr. Paulk requested \$20,000.00 for a uniform and equipment sponsorship. He reported this could be split over fiscal years.

Due to non-appropriation the members could only pledge funding for this fiscal year. Members concurred for Mr. Paulk to request additional funding during the budget cycle for the equipment sponsorship request.

Mr. Sampson made a motion to award \$5,000.00 in funding to the Columbia County Quarterback Club for a uniform and equipment sponsorship. Mr. Jefferson seconded the motion. A roll call vote was taken and the motion carried.

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

9. Discussion and Possible Action - City Manager Position

Renee Narloch with Narloch & Associates attended the meeting via Zoom and updated members on the City Manager search. She stated she would provide another update in two weeks.

Mr. Hill stated he did not want to consider any candidate looking at other job opportunities.

PUBLIC COMMENT: Stew Lilker

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

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

11. Discussion and Possible Action - Planning and Zoning Board (Mayor Stephen Witt)

Application received on 2-11-2022 via email from Sean McMahon. Application received on 2-15-2022 via email from Ann McKellum. Application received on 2-17-2022 via email from Keith Hatcher.

Note: If applicants are considered for appointment, council will need to determine what office designation to fill. Listed below are the two vacancies: Unexpired one (1) year term of Daniel Adel that is set to expire on October 31, 2022.

Three (3) year (vacant) term that is set to expire on October 31, 2024.

Mr. Sampson made a motion to nominate and approve Sean McMahon and Ann McKellum to the Planning and Zoning Board. The motion provides Sean McMahon to be appointed to the unexpired one (1) year term of Daniel Adel that is set to expire on October 31, 2022; and for Ann McKellum to be appointed to a three (3) year (vacant) term that is set to expire on October 31, 2024. Mr. Jefferson seconded the motion. A roll call vote was taken and the motion carried.

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

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

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

13. Discussion and Possible Action - Determine if City is moving forward with the Bell Street Wastewater Improvements Project and 5A Water Main Project and if so, how to fund both task assignments. Both projects were approved by City Council on October 18, 2021 via City Council Resolution No. 2021-149 and City Council Resolution No. 2021-150. At the time of approval funding was not identified. (Interim City Manager Paul Dyal)

Mr. Sampson made a motion to approve funding for the engineering of the projects identified in City Council Resolution No. 2021-149 and City Council Resolution No. 2021-150 in the amount of \$403,000.00. The motion identifies restricted ARPA funds as the funding source. Mr. Hill seconded the motion. A roll call vote was taken and the motion carried.

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

14. Discussion and Possible Action - Application process for Senior Housing Rehabilitation Project (Council Member Todd Sampson)

Mr. Sampson would like to set aside \$250,000.00 in funding and to let the County utilize their funds first.

PUBLIC COMMENT: Sylvester Warren

Mr. Sampson would like to see the City Program be more inclusive to be able to bring properties up to code.

Mr. Sampson made a motion to refer back to administration to come up with the correct application for this purpose. Mr. Hill seconded the motion. A roll call vote was taken and the motion carried.

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

Members concurred, if possible, to place a link on the City's website to the County's application for the Senior Housing Rehabilitation Project.

15. Update - Camera System Upgrade for City owned properties (Information Technology Director Matt Benedetti)

Mr. Benedetti updated members on options for the Citywide camera system upgrade, and recommended option one. He reported this upgrade would take 3-4 months.

PUBLIC COMMENT: Sylvester Warren

Mr. Sampson made a motion to move forward with Option 1 at the next meeting, and to have a proposal for park locations. Mr. Jefferson seconded the motion. A roll call vote was taken and the motion carried.

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

NEW BUSINESS

Ordinances - None

Resolutions

16. City Council Resolution No. 2022-021 - A resolution of the City Council of the City of Lake City, Florida, authorizing the execution of a grant agreement with the State of Florida, Department of Environmental Protection; providing for the acceptance of a grant award of up to \$1,408,566.00 in the reimbursable costs associated with the construction of utilities at the State Road 47 and Interstate 75 Interchange; and providing for an effective date. Mr. Sampson made a motion to adopt City Council Resolution No. 2022-021, authorizing the execution of a grant agreement with the State of Florida, Department of Environmental Protection; providing for the acceptance of a grant award of up to \$1,408,566.00 in the reimbursable costs associated with the State of Florida, Department of Environmental Protection; providing for the acceptance of a grant award of up to \$1,408,566.00 in the reimbursable costs associated with the construction of utilities at the State Road 47 and Interstate 75

Interchange. Mr. Hill seconded the motion. A roll call vote was taken and the motion carried.

Aye
Aye
Aye
Aye

17. City Council Resolution No. 2022-022 - A resolution of the City Council of the City of Lake City, Florida, authorizing the execution of a grant agreement with the State of Florida, Department of Environmental Protection; providing for the acceptance of a grant award of up to \$475,000.00 in reimbursable costs associated with the connection of the Casey Jones RV Park to the City's Wastewater Utility System; and providing for an effective date. Mr. Sampson made a motion to adopt City Council Resolution No. 2022-022, authorizing the execution of a grant agreement with the State of Florida, Department of Environmental Protection, and providing for the acceptance of a grant award of up to \$475,000.00 in reimbursable costs associated with the State of State of Florida, Department of Environmental Protection, and providing for the acceptance of a grant award of up to \$475,000.00 in reimbursable costs associated with the connection of the Casey Jones RV Park to the City's Wastewater Utility System. Mr. Jefferson seconded the motion. A roll call vote was taken and the motion carried.

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

18. City Council Resolution No. 2022-023 - A resolution of the City Council of the City of Lake City, Florida, authorizing Task Assignment Number Seven to the Continuing Contract with Mittauer & Associates, Inc., a Florida corporation; providing for engineering services related to the City's 120 acre wetland and the identification of additionally potential effluent disposal sites; providing for the submission of a plan of action to the Florida Department of Environmental Protection; providing for a cost notto-exceed \$79,500.00; and providing for an effective date. Mr. Sampson made a motion to adopt City Council Resolution No. 2022-023, authorizing Task Assignment Number Seven to the Continuing Contract with Mittauer & Associates, Inc., a Florida corporation; providing for engineering services related to the City's 120 acre wetland and the identification of additionally potential effluent disposal sites; providing for the submission of a plan of action to the Florida Department of Environmental Protection, and providing for a cost not-toexceed \$79,500.00. Mr. Hill seconded the motion. A roll call vote was taken and the motion carried.

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

Other Items

19. Discussion and Possible Action - Approval to move forward on eminent domain on property to be used for parking at Sallie Mae Jerry Park (Mayor Stephen Witt)

Note: The Community Redevelopment Advisory Committee met on February 8, 2022 and recommends to the City Council moving forward with eminent domain on the lot across from Sallie Mae Jerry Park.

After discussion, members concurred to direct administration to start the process.

PUBLIC COMMENT: Sylvester Warren

20. Discussion - Digital sign corner of Marion and Long Street (Mayor Stephen Witt)

Mayor Witt reported this needed to go back to the Community Redevelopment Agency to get finalized.

DEPARTMENTAL ADMINISTRATION – None

COMMENTS BY COUNCIL MEMBERS

Mr. Hill apologized for being tardy.

ADJOURNMENT

All matters having been handled, the meeting adjourned at 9:14 PM on a motion made and duly seconded.

Stephen M. Witt, Mayor/Council Member

Audrey Sikes, MMC City Clerk

File Attachments for Item:

3. On February 22, 2022 City Council voted to appoint Sean McMahon and Ann McKellum to the Planning and Zoning Board, the Board of Adjustments and the Historical Board.

City Council Resolution No. 2022-026 - A resolution of the City Council of the City of Lake City, Florida, appointing Sean McMahon and Ann McKellum to serve as members on the Planning and Zoning Board, the Board of Adjustments, and the Historical Board; and providing an effective date.

CITY COUNCIL RESOLUTION 2022-026

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, APPOINTING SEAN MCMAHON AND ANN MCKELLUM TO SERVE AS MEMBERS ON THE PLANNING AND ZONING BOARD, THE BOARD OF ADJUSTMENTS, AND THE HISTORICAL BOARD; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Planning and Zoning Board (hereinafter the "Planning and Zoning Board") created and established by the City of Lake City, Florida (hereinafter the "City") also acts and performs the duties of the Board of Adjustments of the City (hereinafter the "Board of Adjustments") also acts and performs duties of the Historical Board of the City (hereinafter the "Historical Board"), and collectively referred to as the "Boards"; and

WHEREAS, a member of the Boards recently resigned leaving a vacancy for an unexpired term through October 31, 2022; and

WHEREAS, on February 22, 2022, the City Council of the City unanimously approved the appointments of Sean McMahon to the unexpired term of the recently created vacancy, and Ann McKellum to the Boards; and

WHEREAS, section 2-82, City Code, requires an appointment to the Planning and Zoning Board to be made by resolution; and

WHEREAS, the City Council finds that the appointment of Sean McMahon to the Boards for a term that expires October 31, 2022, is in the best interests of the City.

WHEREAS, the City Council finds that the appointment of Ann McKellum to the Boards for a term that expires October 31, 2024, 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 hereby incorporated herein and made a part of this resolution.

Section 2. That Sean McMahon and Ann McKellum are each hereby appointed to serve as a member on the Boards for the terms as stated in the recitals above.

PASSED AND ADOPTED at a meeting of the City Council on this _____ day of March 2022.

CITY OF LAKE CITY, FLORIDA

By: _______Stephen M. Witt, Mayor

ATTEST:

APPROVED AS TO FORM AND LEGALITY:

By: _____ Audrey E. Sikes, City Clerk

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

File Attachments for Item:

4. City Council Ordinance No. 2022-2215 (final reading) - An ordinance of the City of Lake City, Florida, amending the official zoning atlas of the City of Lake City Land Development Regulations, as amended; relating to the rezoning of less than ten contiguous acres of land, pursuant to an application, Z 21-08, by the property owner of said acreage; providing for rezoning from Commercial Intensive (CI) to Commercial, Highway Interchange (CHI) of certain lands within the corporate limits of the City of Lake City, Florida; providing severability; repealing all ordinances in conflict; and providing an effective date.

Passed on first reading 2/7/2022

ORDINANCE NO. 2022-2215

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 21-08, BY THE PROPERTY OWNER OF SAID ACREAGE; PROVIDING FOR REZONING FROM COMMERCIAL, INTENSIVE (CI) TO COMMERCIAL, HIGHWAY INTERCHANGE (CHI) 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:

<u>Section 1</u>. Pursuant to an application, Z 21-08, by Richard C. Cole and Daniel Crapps, 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, INTENSIVE (CI) to COMMERCIAL, HIGHWAY INTERCHANGE (CHI) on property described, as follows:

A parcel of land lying within Section 2, Township 4 South, Range 16 East, Columbia County, Florida. Being more particularly described, as follows: Commence at the Southwest corner of Lot 11, Florida Gateway Center South Subdivision , Unit 1, as recorded in the Public Records of Columbia County, Florida; thence South 00°04'49" East 120.08 feet; thence South 21°07'01" East 267.04 feet; thence South 26°36'28" East 233.93 feet to the Point of Beginning; thence North 66°05'30" East 749.69 feet to the Westerly right-of-way line of Southwest Florida Gateway Drive; thence South 24°52'40" East 136.78 feet, along the Westerly right-of-way line of said Southwest Florida Gateway Drive; thence North 79°16'53" West 12.67 feet; thence South 24°52'40" East 55.15 feet; thence South 02°05'43" East 105.42 feet; thence South 11°40'32" East 50.60 feet; thence South 54°51'25" West 315.50 feet; thence South 57°25'54" West 159.43 feet; thence South 44°10'37" West 30.71 feet; thence South 29°13'34" West 117.44 feet; thence South 24°03'04" West 76.67 feet; thence South 31°59'12" West 69.69 feet; thence South 82°06'53" West 230.24 feet; thence North 00°02'31" West 575.50 feet to the Point of Beginning.

Containing 8.50 acres, more or less.

<u>Section 2</u>. 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.

<u>Section 3</u>. 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.

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

PASSED upon first reading this 7th day of February 2022.

PASSED AND DULY ADOPTED, upon second and final reading, in regular session with a

quorum present and voting, by the City Council this 7th day of March 2022.

Attest:

CITY COUNCIL CITY OF LAKE CITY, FLORIDA

Audrey Sikes, City Clerk

Stephen M. Witt, Mayor

APPROVED AS TO FORM AND LEGALITY:

Frederick L. Koberlein Jr., City Attorney

Ordinance Number: 2022-015 Passed on first reading on February 7, 2022

Record of Vote on First Reading

	For	Against	Absent	Abstain
Stephen Witt, Mayor/Council Member	\checkmark			
Jake Hill, Jr., Council Member	_√			
Eugene Jefferson, Council Member	1			
Todd Sampson, Council Member	<u> </u>			

Certification

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

Audrey C. Sikes AUDREY E. SIKES, MMC

City Clerk

File Attachments for Item:

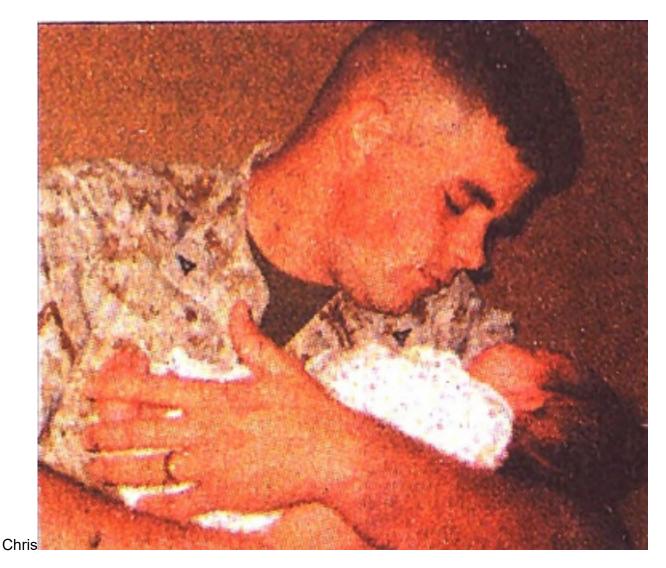
5. Action Item - Dr. Christopher M. Esing - Requesting permission to erect a historic marker in Olustee Park.

Sikes, Audrey

From:	Christopher Esing <christopheresing@yahoo.com></christopheresing@yahoo.com>
Sent:	Wednesday, February 16, 2022 3:33 PM
То:	Sikes, Audrey
Subject:	Re: War on Terror Memorial for Agenda for City Council Meeting for 2/22/2022

I am suggesting that the monument be to all those who fought and served recognizing the ultimate sacrifice payed by Lance Cpl. Ronald Douglas Freeman of the U.S. Marine Corp. Killed May 2011 while fighting in Afghanistan. I have spoken with the National Guard, and they agree that it should be one memorial dedicated to the Soldiers who fought in the War on Terror as part of the Wars in Iraq and Afghanistan. I will work with the National Guard, the American Legion, and the V.F.W. on the appropriate working. As far as we can tell, Lance Cpl. Ronald Douglas Freeman is the only soldier who paid the ultimate sacrifice from Lake City, so his name will be listed, but the memorial will be dedicated in the name of all who served. I will research costs, but I have already had a number of individuals and groups pledge to help pay for the cost of the memorial. It will be the same size as the other memorials that are already there to maintain the look of the existing memorial garden. There is space for two or three, so space will not be a problem. I will post a picture of Lance Cpl. Ronald Douglas Freeman. I have spoken with his widow, and should would like a memorial to be able to take their children to show them that the sacrifice that their father made is recognized by the community.

Thank You, Chris



On Wednesday, February 16, 2022, 12:35:47 PM CST, Sikes, Audrey <sikesa@lcfla.com> wrote:

Good afternoon. You are on the agenda for the 22nd. Do you have any supporting documentation you would like to provide? Thanks and have a great day.

Audrey E. Sikes, MMC City Clerk City of Lake City 205 North Marion Avenue Lake City, Florida 32055

Ph: 386-719-5756 Fax: 386-752-4896 sikesa@lcfla.com

PLEASE NOTE: Florida has a very broad public records law. Most written communications to or from City officials regarding City business are public records available to the public and media upon request. Your email communications may be subject to public disclosure.

From: Christopher Esing <christopheresing@yahoo.com>
Sent: Tuesday, February 8, 2022 1:10 AM
To: Sikes, Audrey <SikesA@lcfla.com>
Subject: War on Terror Memorial for Agenda for City Council Meeting for 2/22/2022

Greetings,

I am reaching out to ask the City Council for permission to erect a historic marker in Olustee Park dedicated to the soldiers who fought and paid the ultimate sacrifice in the war on terror from Lake City. I am planning to dedicate the marker on Memorial Day 2022. Now that the war is over, I would like to erect a monument in the war memorial circle at Olustee Park. The memorial will be placed in honor of all those who served in Iraq and Afghanistan from Columbia County. It will also pay tribute to Lance Cpt. Ronald Douglas Freeman who was killed in May 2011 while fighting in Helmand, Afghanistan. I am inviting everyone from the public to attend, and if anyone would like to honor or pay tribute to any who served, I am offering them the opportunity to honor them. My goal is to dedicate the marker on May 30th which is Memorial Day. I have not set a program, but my goal is to work with the American Legion, the National Guard, and the V.F.W. to set a proper memorial program. I am asking anyone who served from Lake City in the War on Terror to plan to attend the dedication of the historic marker. I am working with Veterans groups in town to cover the cost. The marker will be built in the same size and style as the other war memorials in the park. I appreciate your support and permission to use Olustee Park on the day of the dedication. I also request and invite all on the council to attend the dedication ceremony.

Thank You,

Dr. Christopher M. Esing

Disclaimer

The information contained in this communication from the sender is confidential. It is intended solely for use by the recipient and others authorized to receive it. If you are not the recipient, you are hereby notified that any disclosure, copying, distribution or taking action in relation of the contents of this information is strictly prohibited and may be unlawful.

This email has been scanned for viruses and malware, and may have been automatically archived. We have implemented **HAVEN™**, from **Corvid Cyberdefense** which protects our networks, data, email and endpoints with leading edge threat prevention controls and **24x7x365** threat detection and monitoring. To find out more <u>Click Here</u>.

File Attachments for Item:

8. Discussion and Possible Action - Annie Mattox Recreation Center, Inc. license agreement regarding funding request for Annie Mattox Park.

Sikes, Audrey

From:	Fred Koberlein <fred@klolaw.com></fred@klolaw.com>
Sent:	Tuesday, March 1, 2022 5:08 PM
То:	Annie Mattox Recreaction Center Mattox
Cc:	Sikes, Audrey; Dyal, Paul
Subject:	RE: Agreement for service
Attachments:	Agreement.pdf

Dear President Austin:

The attached correspondence has been received and will be provided to the city council for consideration. A formal agreement has not been prepared as of this writing. My office will review your correspondence and draft an agreement and provide a draft to you for your review.

Thank you,





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

From: Annie Mattox Recreaction Center Mattox <anniemattoxrec@gmail.com>
Sent: Monday, February 28, 2022 12:54 PM
To: Fred Koberlein <Fred@klolaw.com>
Subject: Agreement for service

Dear. Attorney Koberlein

We were asked to submit to you a draft of the agreement between Annie Masttox and the City of Lake City from the previous City council meeting that took place on February 22, 2022. Questions or concerns please contact Board President Lawanda Austin after 4:30 at 386-344-2598 or via email @ lttps://www.lawanda.approx.org at 386-344-2598 or via email @ ltttps://www.lawanda.approx.org at 386-344-2598 or via email @



Date: February 25, 2022

To: City Attorney, Fred Koberlein

From: Annie Mattox Board President, Lawanda Austin Purpose: Donations of Goods and Services. CC: Mayor Witt, and Council CC:Audrey Sikes, City Clerk CC: Annie Mattox Board.

Attorney Fred Koberlein:

Greetings to you and the entire council of the City of Lake City. This letter represents the request of goods and services from the City of Lake City, to Annie Mattox Park.

The Board shall agree in exchange for the resurfacing of the basketball and tennis courts to be resurfaced, painted and lined. The addition of L.E.D. lights to cover the entire court area for illumination and safety purposes. The City of Lake City, shall have access to the park, for the installation of security cameras, any maintenance needed, or replacement of the camera system as needed.

Quotes for these projects have already been submitted with costs and the contractors in which have already been submitted for the said work. The board of Annie Mattox, is not asking for the funds to be given directly to the Organization, but for the City of Lake City, pay to have these requests completed. In return, the Board of Annie Mattox, agrees to keep this park, and facility open to the public indefinitely for use.

The City of Lake City shall have full access to complete these projects in a timely and professional manner.

The Board of Annie Mattox has always been willing to work with the City of Lake City, and its employees to ensure Annie Mattox to be a safe haven for all.

Kind regards,

Lawanda Austin, Board President

GRANT AGREEMENT BETWEEN THE CITY OF LAKE CITY, FLORIDA, AND ANNIE MATTOX RECREATION CENTER, INC.

THIS AGREEMENT made and entered into this _____day of March 2022, by and between the CITY OF LAKE CITY, FLORIDA, a municipal corporation, having a mailing address is 205 North Marion Avenue, Lake City, Florida 32055 (hereinafter referred to as "City") and the Annie Mattox Recreation Center, Inc., having a principal address of 901 NE Center Avenue, Lake City, Florida 32055 (hereinafter referred to as the "Grantee"), Collectively the City and Grantee shall be referred to as "Parties" or individually as a "Party".

WHEREAS, the Grantee has requested assistance from the City towards the resurfacing of basketball courts and tennis courts and improved lighting of the courts (hereinafter the "Project"); and

WHEREAS, the Grantor finds <u>ENTER ADDITIONAL RECITALS HERE AS SUCH</u> <u>BECOME KNOWN AND NECESSARY.</u>]

WHEREAS, the Parties desire to memorialize the understanding of an agreement and the intentions and obligations of the Parties.

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

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

1

2. <u>**Term of Agreement:**</u> Land owned by the Grantee, which is benefited by the City's grant funds and the Project shall be dedicated in perpetuity as an outdoor recreation site by the Grantee for the use and benefit of the public.

3. **Procurement and Funding:** The City shall procure and fund the services and commodities determined to be necessary for the Project. The City shall have the sole and absolute discretion to determine the necessary services and commodities to achieve the Project.

4. **Indemnification:** Nothing contained herein shall constitute a waiver by the City of its sovereign immunity or the provisions of Section 768.28, Florida Statutes.

5. **Default/Termination/Force Majeure:** The City may terminate this Agreement for convenience by providing the Grantee with thirty (30) calendar day's written notice. If the City terminates the Agreement for convenience, the City shall notify the Grantee of such termination, with instructions as to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

This Agreement may be unilaterally cancelled by the City for unlawful refusal by the Grantee to allow public access to all documents, papers, letters, or other material made or received by the Grantee and subject to disclosure under Chapter 119, Florida Statutes, and Section 24(a), Article I, Florida Constitution.

2

6. **<u>Record Keeping/Audit:</u>** The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied.

7. **Signage:** Grantee shall allow for a permanent information sign to be erected on the Project site which credits funding or a portion thereof, to the City. The sign must be visible at the Project site for a minimum of twenty-five (25) years after the Project is complete.

8. **Notice:** All notices and written communication between the Parties shall be sent by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient.

9. **Contacts:** Any and all notices required by this Agreement shall be delivered to the Parties at the following addresses:

The City Manager:

City Manager, City of Lake City		
205 North Marion Ave		
Lake City, Florida 32055		
Telephone No.: 386/719-5826 or 386/719-5756		

The Grantee's President:

Lawanda Austin	
P.O. Box 1721	
Lake City, Florida 32056	

10. **Insurance:** To the extent required by law, the Grantee will secure and maintain during the life of this Agreement, Workers' Compensation

Insurance for all of its employees connected with the work of this Project and, in case any work is subcontracted, the Grantee shall require the subcontractor similarly to provide Workers' Compensation Insurance for all of its employees unless such employees are covered by the protection afforded by the Grantee.

A. The Grantee shall secure and maintain Commercial General Liability insurance including bodily injury and property damage. The minimum limits of liability shall be \$300,000.00 each individual's claim and \$500,000.00 each occurrence. This insurance will provide coverage for all claims that may arise from the services and/or operations completed under this Agreement, whether such services and/or operations are by the Grantee or anyone directly or indirectly employed by the Grantee. Such insurance shall include the City as an Additional Insured for the entire length of the Agreement.

B. All insurance policies shall be with insurers licensed or eligible to do business in the State of Florida. The Grantee's current certificate of insurance shall contain a provision that the insurance will not be canceled for any reason except after thirty (30) day's written notice (with the exception of non-payment of premium which required a 10-calendar-day notice) to the City's Procurement Administrator.

11. **Physical Access and Inspection:** City has the right to inspect the Project and any and all records related thereto at any reasonable time. City personnel and contractors shall be given access to and may observe and inspect work being performed under this Agreement, including by any of the following

methods:

A. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;

B. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and

12. **Execution in Counterparts:** This Agreement may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

13. **Severability Clause:** This Agreement has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. Any action hereon or in connection herewith shall be brought in Leon County, Florida.

5

14. **Entire Agreement:** This Agreement represents the entire agreement of the parties. Any alterations, variations, changes, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, duly signed by each of the parties hereto, and attached to the original of this Agreement, unless otherwise provided herein.

15. **Effective and Binding:** This Agreement 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.

16. **Effective Date:** It is agreed by City and Grantee 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 Agreement as of the day and year first above written.

CITY OF LAKE CITY, FLORIDA

By: _____

Stephen M. Witt, Mayor

Approved as to form and legality:

ATTEST:

By: ______ Audrey Sikes, City Clerk By: _

Frederick L. Koberlein, Jr., City Attorney

ANNIE MATTOX RECREATION CENTER, INC.

By: ____

Mary A Williams, Secretary

By:

Lawanda Austin, President

Annie Mattox Park Project

Product/Service	Amount
Resurfacing of Basketball Court	\$20,000.00
Resurfacing of Tennis Court	\$10,000.00
Installment of LED Lights**	\$39,000.00
Approximate Total	\$69,000.00

Items listed above are for the benefit of the youth and to serve as much of a need to the public as possible.

Note(s):

- 1. Basketball court price includes coloring and lining of the court.
- 2. Tennis courts to be converted to permanent pickle ball courts
- 3. LED lights will include lightening for basketball court, pickle ball court, and camera system.

**Amount listed is an approximate amount

TENNIS UNLIMITED MAINTENANCE & SUPPLIES INC.

15706 NW 94TH Ave Alachua FL 32615 386-418-8161

COURT RESURFACE Scope of Work

- 1. Clear court of any debri. Pressure wash surface to remove any mold or mildew.
- 2. Patch and repair any damaged surface or cracks. Fill in any uneven area.

Al Mergelies, Inc. guardistens all weeks anchess

Worker, he settled upon. Terinis Unit-the

- 3. Apply one coat of resurfacer.
- 4. Apply 2 coats of color. (choice of 2, see chart)
- 5. Stripe according to regulation.
- 6. Sand and repaint net posts.
- 7. Provide and install new net and center anchor strap.

Basket Ball courts steps 1-5 apply

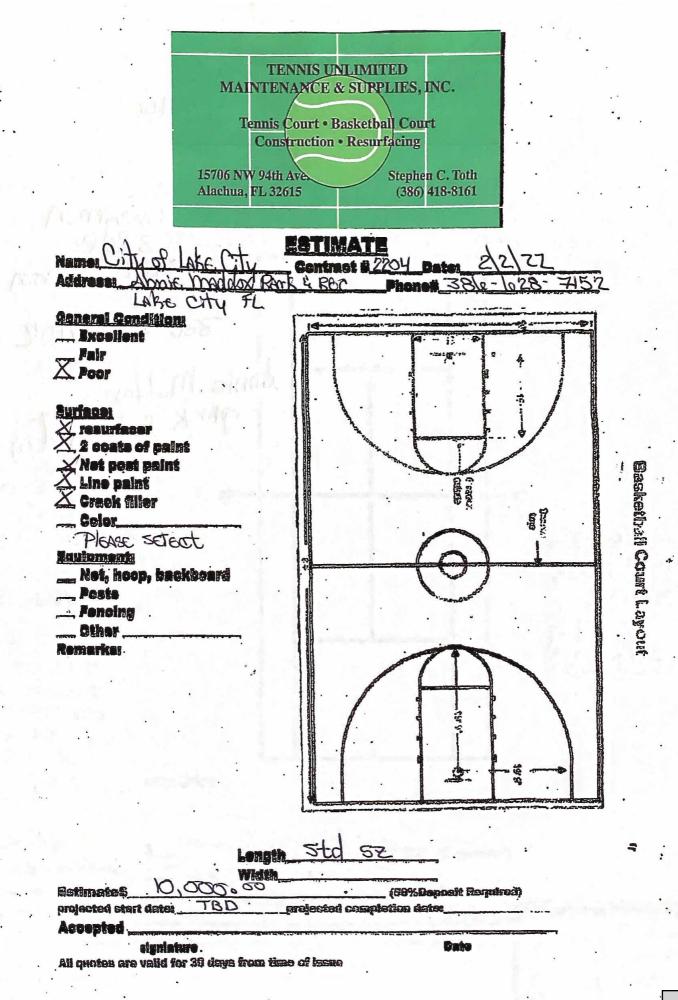
EN WRONMENTALLY RESPONSIBLE · SBESTOS FREE · MERCURY FREE



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TENNIS UNLIMITED MAINTENANCE AND SUPPLIES, INC 15706 NW 94TH AVE, ALACHUA, FL 32615 OFFICE: 386418-8161 CELL: 352-494-3740 ESTIMATE

	DATE: 2/2/22	NAME: City	shecklist of Lake C	ity	Phone: 386	-628-7152
	GENERAL CONDITION :	ADDRESS:	Atthe : Sy	luester;	Annie Made	op Port & Rec
	EXCELLENT FAIR POOR SURFACE: AShpr	alf				QCC.
XXXXX	RESURFACER 2 COATS OF PAINT NET POST PAINT LINE PAINT CRACK FILLER					
	CHACK FILLER COLOR 1. 2. PICASE Select EQUIPMENT:	· · · · · · · · · · · · · · · · · · ·				
XXIIIII	NET CENTER STRAP WIND SCREENS DRINK HOLDERS ROLL DRI					
	NET POSTS LIGHTING FENCE	REMARKS:	·			
	ESTIMATE: Projected start date: Projected completion: ACCEPTED:	\$ <u>10,000</u> <u>TBD</u> Signature	0.00	(50% De	posit required)	



This agreement made this 2^{ND} day of <u>Feb</u>, 20 22 by and between Tennis Unlimited Maintenance & Supplies, Inc. and <u>City of Lake City</u> for the considerations named agrees as follows: (COLC)

- I. Scope of Work & Annie Maddob Park & Roc
 - 1. Resurfacing of <u>2</u> courts: All materials and work will be furnished by Tennis Unlimited Maintenance & Supplies, Inc as described in estimate. (<u>1</u>Tennis) I Basketball)
 - 2. <u>CoLC</u> will furnish access to the job site for equipment and materials.
 - 3. (COLC) agrees to provide clean water supply and use of electricity, if needed, at their expense.
 - 4. Tennis Unlimited Maintenance & Supplies, Inc. accepts no responsibility for acts done at job site, except for those subcontracted or employed by them.

II. Contract Price

<u>COLC</u> shall pay Tennis Unlimited Maintenance & Supplies, Inc. for the materials and labor performed in this contract. The sum of 20,000 as a deposit. The remaining Sum of 10,000 to be paid upon the completion for the job will total 10,000 00.

III. Guarantee

Tennis Unlimited Maintenance & Supplies, Inc. guarantees all work against defects in workmanship or materials for a period of one (1) year. We do not guarantee against cracks that reappear through the new surface. Tennis Unlimited Maintenance and Supplies, Inc is not responsible for repairs done by anyone except Tennis Unlimited Maintenance and Supplies, Inc.

IV, Contract Provision

If (\underline{COLC}) does not pay as agreed upon, Tennis Unlimited Maintenance & Supplies Inc. shall have the right to file a lien against the real estate for the amount of the work done. No further work shall be done if the deposit is not completed. In the event it is necessary to employ the services of an attorney to secure payment as per the terms of this contract, then

<u>COLC</u>) agrees to pay reasonable attorney fees. Interest of 1.5% per month will be charged on accounts past due.

This contract is signed and accepted this	day of	, 2022
Tennis Unlimited Maintenance		
& Supplies, Inc.		

Stephen C. Toth

Graham & Sons Electric, Inc.

State License E.C. # 0000683

723 S.W. Sisters Welcome Road Lake City, Florida 32025

February 11, 2022

Page 1 of 4 Location of work to be performed

Annie Mattox Recreation Center, Inc. P.O. Box 1663 Lake City, Florida 32056-1663 Att: Sylvester Warren <u>Swarren3rd@icloud.com</u>

We hereby propose to furnish all the materials and perform all the labor necessary for the completion of **Provide and install labor, electrical equipment and lighting for (2) basketball courts and (1) tennis court at Annie Mattox Park.**

Price includes; Electrical service from football field panel. LED light fixtures and poles. Electrical panel board Power pedestal with outlets for convenience. Time clock circuit to allow lighting to be operated and automatically shut down at designated curfew time.

Price does not include; Permits or inspection fees Concrete, asphalt or drywall repair or replacement.

Note: price is subject to change due to current supply problems.

All Agreements are made contingent upon delays and increases beyond our direct control; quotation is subject to change without notice unless otherwise stated, and all orders are subject to acceptance. All work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of:

This proposal may be withdrawn if not accepted with (30) days.

Respectfully submitted Walter el A

Walter I. Graham EC #0000683

By signing this proposal agreement, the parties affirm that they have read, understand and accept the attached "Terms & Conditions" set forth. Vendee approves and accepts the above prices, specifications and terms & conditions and authorizes vendor to proceed with the work immediately as specified.

Signature	Print Name	14. j 14.
Title	Date	

(386) 752-6082 Fax: (386) 755-6082

GRAHAM & SONS ELECTRIC, INC.

Page 2 of 4

TERMS & CONDITIONS

1. **ENTIRE CONTRACT**. This Proposal, if signed by the VENDEE on page one of this Proposal, is the entire agreement between the parties. There are no representations, promises, warranties or understandings of any kind or nature from either party to the other, except as set out herein and in the plans and addenda, specifications, shop drawings and other provisions which are a part hereof.

2. <u>EQUIPMENT & MATERIALS</u>. Graham & Sons Electric, Inc. (GSE) shall provide the construction, services, equipment and materials specified in this Proposal. (GSE) shall provide such equipment and materials in conformity with the plans, specifications and shop drawings. If anything in this Proposal is inconsistent with the plans, specifications or shop drawings, this Proposal govern and control over the plans, specifications or shop drawings.

3. <u>SUBMITTALS</u>. (GSE) shall submit shop drawings, submittal data, brochures and samples to Vendee within ten (10) days of Vendee's written request and in as many duplicate copies as Vendee requires. Vendee's Project Owner's and Architect's approval of all submitted shop drawings, submittal data, brochures and samples is required before (GSE) manufactures, orders or delivers any equipment or materials provided for under this Purchase Order.

4. **PROPOSAL SUM**. Vendee shall pay (GSE) the total sum reflected on page one of this Proposal, for the construction services, materials, equipment and installation services (GSE) is to provide under this Proposal. The parties hereby acknowledge that (GSE) relies solely and exclusively on the credit of vendee, and not OWNER, for payment for construction, materials and equipment provided under this Proposal.

5. **DELAY**. The parties expressly understand and agree that time is of the essence as to this Proposal. (GSE) agrees to timely deliver the equipment and materials described in this Proposal in strict compliance with the Project scheduling. Vendee agrees to refrain from any and all interference in the progress of (GSE performance of the work, to include any changes to the project schedule. Should Vendee delay (GSE) work on the Project, or any portion thereof, in any way, Vendee shall be liable to (GSE) for any and all damages, expenses and losses incurred as a result of such delay, including any liquidated damages assessed against (GSE), all incidental and consequential damages, and costs for continued Project supervision, job overhead, insurance, Project facilities and other costs. Vendee represents that it has satisfied itself as to any provision in the contract between (GSE) and any other party (including the Contractor or Project Owner) concerning liquidated damages, and agrees that in the event liquidated damages are imposed upon (GSE) as the result, in whole or in part, of the performance or non-performance of Vendee, such liquidated damages shall constitute one element of the damages that (GSE) shall be entitled to recover from Vendee.

Page 3 of 4

6. <u>ACCEPTANCE BY VENDEE</u>. Any payments made under this Proposal shall be construed as Vendee's acceptance of construction, equipment and materials supplied hereunder. Vendee must assert the right to reject any non-conforming equipment and materials, or to require (GSE) to comply with the plans and addenda, specifications and shop drawings, at the time of or prior to approval of payment to (GSE). (GSE) reserves the right to request Vendee issue a joint check to (GSE) and any material supplier or subcontractor of (GSE). Vendee will approve all reasonable requests from (GSE) for Vendee to issue joint checks to (GSE) and (GSE) material supplier(s) or subcontractor(s).

7. <u>ASSIGNMENT</u>. Neither this Proposal nor any interest herein may be transferred, voluntarily or involuntarily, without the written consent of (GSE).

8. <u>OTHER CONTRACTS</u>. There is no right of cross-collateral between this contract and any other contract or relationship between (GSE) and Vendee. Vendee expressly waives the right to offset monies owed (GSE) under this Proposal for any monies due and owing Vendee under any other contracts or relationships between Vendee and (GSE).

9. <u>WARRANTIES</u>. (GSE) expressly warrants that the equipment and materials provided for under this Proposal are new unless otherwise specified, conform generally to the plans and addenda, specifications, shop drawings, samples or other description furnished or adopted by Vendee, and are generally fit and sufficient for the purpose intended. This warranty will commence on the date Vendee receives the equipment and materials provided for under this Proposal and will continue for a period of 12 months.

10. **INDEMNITY**. In exchange for Ten Dollars (\$10.00), the receipt and sufficiency of which is acknowledged, Vendee hereby covenants to defend, indemnify, save harmless and exonerate (GSE), and (GSE) Bonding Company, if any, as to and from all fines, penalties, liability, claims, lawsuits, arbitrations, other claims for damages and injuries, or other losses for property damage, personal injury or economic losses, arising out of the construction, installation, equipment or materials provided by or to be provided by (GSE), its employees, agents and suppliers. Vendee further agrees to indemnify and reimburse (GSE) and (GSE)'s Bonding Company, if any, for (GSE) or (GSE)'s Bonding Company's legal expenses, including attorney fees, and for other attorney fees and costs assessed against (GSE) or (GSE) Bonding Company in any lawsuit, arbitration or other claims arising from any acts or omissions by Vendee, its employees, agents or suppliers related to this Proposal.

11. <u>CONDITION PRECEDENT TO FILING SUIT</u>. Vendee expressly agrees as an absolute condition precedent to filing any claim or filing any suit against (GSE) or (GSE)'s Bonding Company, to supply) GSE) with written notice of any alleged breach and to provide (GSE) thirty (30) days in which to investigate and correct the alleged breach.

12. **ATTORNEY FEES**. In the event that any litigation, or other dispute resolution proceeding is commenced, involving, arising out of or relating to this Proposal/Contract or the equipment and materials provided hereunder, then the prevailing party shall be entitled to an award of taxable court costs, other related but non-taxable costs and expenses, and reasonable attorney's fees, including attorney's fees incurred in litigating entitlement to or the amount of an attorney's fee award, from the time that the proceeding was commenced until all appeals, if any, are final. If Vendee, or any of its subcontractors, suppliers or manufacturers, brings a claim against (GSE)'s Bonding Company, if any, and (GSE)'s Bonding Company prevails, Vendee shall reimburse (GSE) for all taxable court costs, other related but non-taxable costs and expenses, including attorney's fees incurred in litigating entitlement to or the amount of an attorney's fees incurred in litigating entitlement of an attorney's fees, including attorney's fees incurred in litigating entitlement of the amount of an attorney's fees, including attorney's fees incurred in litigating entitlement to or the amount of an attorney's fees, including attorney's fees incurred in litigating entitlement to or the amount of an attorney's fee award, incurred by (GSE) or (GSE)'s Bonding Company in defense of such claim, from the time that the proceeding commenced until all appeals, if any, are final. Vendee acknowledges that (GSE)'s Bonding Company is an intended third-party beneficiary of this attorney fees provision. This provision shall apply where the proceeding seeks a declaration of rights, damages for default, damages for misrepresentation or other legal or equitable remedies.

13. <u>CHOICE OF LAW AND VENUE</u>. This Proposal shall be construed in accordance with the laws of the State of Florida, and all litigation brought under, arising out of, or related to this Proposal, or the equipment and materials provided hereunder, shall be governed by the laws of the State of Florida. Vendee expressly waives any right of venue in any action brought under, arising out of or related to this Proposal, or the equipment and materials provided hereunder, or brought against any bond(s) posted by Vendee, and further consents to personal jurisdiction in the courts of the State of Florida. Vendee agrees that the venue provisions of this Proposal shall control venue in any action brought against any bond(s) posted by Vendee or the OWNER on the Project, and that the (GSE)'s Bonding Company is an intended third-party beneficiary of this venue provision. Venue for any action brought under, arising out of or related to this Proposal, or the construction, equipment and materials provided hereunder, or brought against any bond(s) posted by Vendee or the OWNER of the Project, shall be located exclusively in State Court located in Columbia County, Florida.

14. **INSURANCE** Workmen's Compensation and Public Liability Insurance on the above work provided by Graham and Sons Electric, Inc.

15. **<u>TITLES OF ARTICLES; FOR REFERENCE PURPOSES ONLY</u>** The titles of the Articles of this Proposal are for reference purposes only. Titles in no way affect or modify the language within the Articles themselves and are not to be interpreted as substantive parts of the Proposal.

File Attachments for Item:

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

Adopt City Council Ordinance No. 2022-2216 on first reading

ORDINANCE NO. 2022-2216

AN ORDINANCE OF LAKE CITY, FLORIDA, CORRECTING A SCRIVENER'S ERROR IN THE LEGAL DESCRIPTION OF CERTAIN PROPERTY THAT WAS LOCATED IN COLUMBIA COUNTY, FLORIDA, WHICH WAS REASONABLY COMPACT, AND CONTIGUOUS TO THE BOUNDARIES OF THE CITY OF LAKE CITY, FLORIDA, THAT WAS VOLUNTARILY ANNEXED INTO THE BOUNDARIES OF THE CITY OF LAKE CITY, FLORIDA, BY ORDINANCE NO. 2021-2207, PURSUANT TO PETITION NO. ANX 21-03; PROVIDING SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Lake City, Florida, hereinafter referred to as the City, previously adopted Ordinance No. 2021-2207 on November 1, 2021, relating to a voluntary annexation of certain real property located in Columbia County, Florida, that was contiguous to the existing boundaries of the City and was reasonably compact at the time that said certain real property was annexed into the boundaries of the City;

WHEREAS, the legal description of said certain real property annexed by Ordinance No. 2021-2207 has been found to include a scrivener's error; and

WHEREAS, the City Council of the City of Lake City, Florida, has determined and found it necessary to correct said scrivener's error in the legal description of said certain real property annexed by Ordinance No. 2021-2207.

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

<u>Section 1</u>. The corrected legal description of said certain real property annexed into the City by Ordinance No. 2021-2207 adopted on November 1, 2021, pursuant to a petition, ANX 21-03, by Southwest Georgia Oil Company, Inc., the owner of said certain real property, as described below and depicted on Schedule A: Location Map, attached hereto and incorporated as part of this ordinance, which said real property was contiguous to the existing boundaries of the City and was reasonably compact at the time that said certain real property was annexed into the boundaries of the City, is as shown below:

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

Containing 15.77 acres, more or less.

LESS AND EXCEPT:

A parcel of land lying in Section 8, Township 3 South, Range 17 East, Columbia County, Florida. Being more particularly described, as follows: Commence at the Northwest corner of the Northeast 1/4 of the Southwest 1/4 of said Section 8; thence East 90.50 feet to the centerline of U.S. Highway No. 441 (State Road No. 47); thence South 1,394.48 feet, along the centerline of said U.S. Highway No. 441 (State Road No. 47); thence

East 100.00 feet to the East right-of-way line of said U.S. Highway No. 441 (State Road No. 47); thence South 488.89 feet for the Point of Beginning; thence East 398.06 feet; thence South 298.30 feet; thence West 446.56 feet to the East right-of-way line of said U.S. Highway No. 441 (State Road No. 47); thence North 198.28 feet, along the East right-of-way line of said U.S. Highway No. 441 (State Road No. 47); thence East 50.59 feet, along the East right-of-way line of said U.S. Highway No. 441 (State Road No. 47); thence North 103.18 feet, along the East right-of-way line of said U.S. Highway No. 441 (State Road No. 47); thence North 103.18 feet, along the East right-of-way line of said U.S. Highway No. 441 (State Road No. 47); to the Point of Beginning.

Containing 2.96 acres, more or less.

LESS AND EXCEPT:

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

Containing 0.23 acre, more or less.

All said lands containing 12.58 acres, more or less.

Section 2. All other provisions of Ordinance No. 2021-2207 remain in full force and effect.

<u>Section 3</u>. 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.

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

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

PASSED UPON FIRST READING on the 7th day of March 2022.

PASSED AND DULY ADOPTED UPON SECOND AND FINAL READING, in regular session with a quorum present and voting, by the City Council this _____ day of _____ 2022.

Attest:

CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA

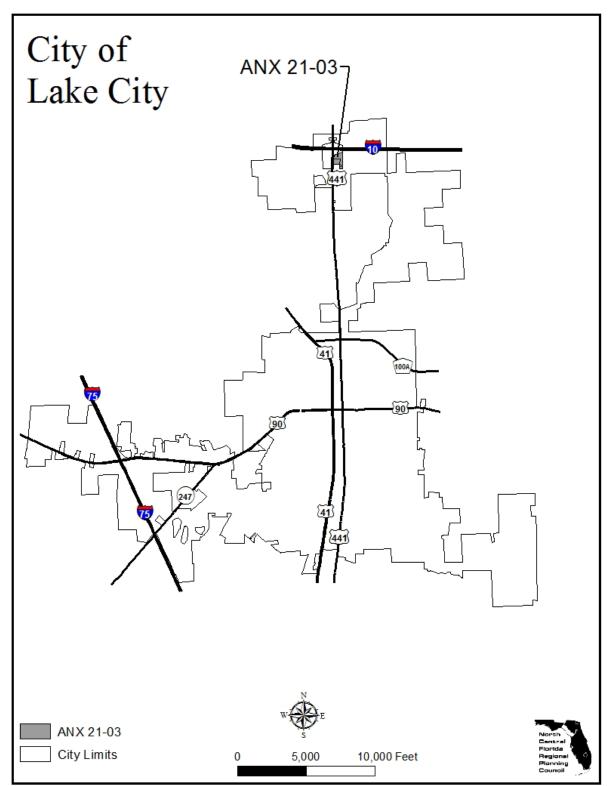
Audrey Sikes, City Clerk

Stephen M. Witt, Mayor

APPROVED AS TO FORM AND LEGALITY:

Fred Koberlein Jr., City Attorney

Schedule A: Location Map



File Attachments for Item:

12. City Council Resolution No. 2022-024 - A resolution of the City Council of the City of Lake City, Florida authorizing the execution of a Quit Claim Deed; providing for the conveyance of real property to the Lake City-Columbia County Humane Society, Inc.; providing for the reservation of a perpetual easement for city utilities; and providing for an effective date.

CITY COUNCIL RESOLUTION NO. 2022-024

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA AUTHORIZING THE EXECUTION OF A QUIT CLAIM DEED; PROVIDING FOR THE CONVEYANCE OF REAL PROPERTY TO THE LAKE CITY-COLUMBIA COUNTY HUMANE SOCIETY, INC.; PROVIDING FOR THE RESERVATION OF A PERPETUAL EASEMENT FOR CITY UTILITIES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Lake City, Florida (hereinafter the "City"), considered a request from the Lake City-Columbia County Humane Society, Inc. (hereinafter the "Humane Society") and executed a *Quit-Claim Deed With Reverter Rights* on June 6, 2011; and

WHEREAS, the Humane Society has requested of the City Council that the reversionary interest included in the aforementioned deed be removed so that the Human Society may seek commercial lending and use the real property as collateral; and

WHEREAS, the City Council finds that the attached *Quit Claim Deed* (hereinafter the "Deed") memorializes the request of the Humane Society and the intention of the Humane Society and City; and

WHEREAS, the City Council finds that honoring the request of the Humane Society is in the best interests of both the Humane Society and 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 hereby incorporated herein and made a part of this resolution.

<u>Section 2</u>. The City is hereby authorized to re-convey the real property to

the Humane Society by execution of the Quit Claim Deed.

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

PASSED AND ADOPTED a meeting of the City Council this ____ day of March 2022.

CITY OF LAKE CITY, FLORIDA

By: _

Stephen M. Witt, Mayor

APPROVED AS TO FORM AND LEGALITY:

By:

ATTEST:

By:

Frederick L. Koberlein, Jr., City Attorney

Audrey E. Sikes, City Clerk

Page 2 of 2

THIS INSTRUMENT PREPARED BY AND RETURN TO::

MARLIN M. FEAGLE, ESQUIRE MARLIN M. FEAGLE, ATTORNEY AT LAW, P.A. 153 NE Madison Street Post Office Box 1653 Lake City, Florida 32056-1653 Florida Bar No. 0173248

The preparer of this instrument has performed no title examination nor has the preparer issued any title insurance or furnished any opinion regarding the title, existence of liens, the quantity of lands included, or the location of the boundaries. The names, addresses, tax identification numbers and legal description were furnished by the parties to this instrument.

QUIT CLAIM DEED

THIS QUIT-CLAIM DEED made this _____ day of _____, 2022, by the

CITY OF LAKE CITY, FLORIDA, a municipal corporation organized under the laws of the

State of Florida, whose post office address is 205 North Marion Avenue, Lake City, Florida,

32055, hereinafter call the Grantor, to the LAKE CITY-COLUMBIA COUNTY HUMANE

SOCIETY, INC., a Florida not-for-profit corporation, whose mailing address is 1392 N Shelter

Glen, Lake City, Florida 32055, hereinafter called the Grantee.

<u>WITNESSETH</u>:

That the Grantor, for and in consideration of the sum of TEN AND NO/100 (\$10.00)

DOLLARS, and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens remises, releases, conveys and confirms unto the Grantee, all that certain land situate in the County of Columbia, State of Florida, viz:

TOWNSHIP 3, SOUTH, RANGE 17 EAST

Section 30: Commence at the SW corner of the NW 1/4 of the SW 1/4 of Section 30, Township 3 South, Range 17 East, Columbia County, Florida, as the POINT OF BEGINNING; thence run N 0° 05' 00" W. along the West range line of 17 East, also being the West section line of Section 30, a distance of 527.32 feet to the South right-of-way line of the Seaboard Air Line Railroad; thence run S 87° 00' 54" E. along said South right -of-way line, a distance of 633.75 feet; thence run S 02° 58' 42" W, a distance of 486.67 feet; thence run S 89° 12' 55" W, a distance of 606.90 feet to the POINT OF BEGINNING.

This parcel is identified by the Property Appraiser's records as Parcel No. 30-3S-17-05855-000.

.

Grantor hereby reserves unto itself, its successors and assigns, a perpetual easement over, and under and across the above-described land for the purpose of constructing, installing, replacing, repairing, enlarging, expanding, maintaining, and operating water, sewer, gas and communication lines, and drainage facilities, and other public utility facilities, and related appurtenances, together with all rights reasonably necessary or incident thereto, including the rights of ingress and egress to and from the above-described land for the purpose of exercising its rights provided for herein.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances

thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity

and claim whatsoever of said Grantor, either in law or equity, to the only proper use, benefit and

behoof of the said Grantee forever.

This deed is given Grantee as authorized by City Council Resolution No.

IN WITNESS WHEREOF, the said grantor has signed and sealed these presents the day

and year first above written.

Signed, sealed and delivered in the presence of:

CITY OF LAKE CITY, FLORIDA

Witness

By:

STEPHEN M. WITT Mayor

Print or Type Name

Witness

Print or Type Name Witnesses as to City of Lake City, Florida

STATE OF FLORIDA COUNTY OF COLUMBIA

The foregoing instrument was acknowledged before me, by means of \Box physical presence or \Box online notarization this _____ day of _____, 2022, by **STEPHEN M. WITT**, as **Mayor of the CITY OF LAKE CITY, FLORIDA**, a municipal corporation organized under the laws of Florida, for and on behalf of said City who \Box is personally known to me or \Box has produced a Florida driver's license as identification.

(NOTARIAL SEAL) Notary Public, State of Florida

My Commission Expires:

APPROVED AS TO FORM AND LEGALITY

By:_

FRED KOBERLEIN City Attorney

File Attachments for Item:

13. City Council Resolution No. 2021-025 - A resolution of the City Council of the City of Lake City, Florida authorizing the execution of Task Assignment Number One to the Continuing Contract with North Florida Professional Services, Inc., a Florida Corporation; providing for engineering services related to the permitting and construction of an amphitheater at Wilson Park; providing for the payment for the professional services at a cost not to exceed \$21,500.00; and providing an effective date.

CITY COUNCIL RESOLUTION NO. 2022-025

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA AUTHORIZING THE EXECUTION OF TASK ASSIGNMENT NUMBER ONE TO THE CONTINUING CONTRACT WITH NORTH FLORIDA PROFESSIONAL SERVICES, INC., A FLORIDA CORPORATION; PROVIDING FOR ENGINEERING SERVICES RELATED TO THE PERMITTING AND CONSTRUCTION OF AN AMPHITHEATER AT WILSON PARK; PROVIDING FOR THE PAYMENT FOR THE PROFESSIONAL SERVICES AT A COST NOT TO EXCEED \$21,500.00; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Lake City, Florida (hereinafter the "City") entered into a Continuing Contract for Professional Services with North Florida Professional Services, Inc. (hereinafter "NFPS"), as authorized by City Council Resolution No. 2021-183 with respect to certain studies, planning, design, and constructions of improvements to the City water system, wastewater system, reuse water, stormwater systems, gas system, Lake City Gateway Airport (hereinafter the "Airport"), City recreational facilities, City Hall, City safety facilities and streets (herein collectively the "City Projects"); and

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

WHEREAS, the City desires to enter into Task Assignment Number One to its Continuing Contract with NFPS for engineering services related to the permitting and construction of an amphitheater at Wilson Park, pursuant to the terms and conditions of Task Assignment One, a copy of which is attached hereto as "Exhibit A" and made a part of this resolution ("Task Assignment Number One"), and the Continuing Contract.

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

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

Section 2. The City is hereby authorized to enter into Task Assignment Number One with NFPS for the additional services.

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

PASSED AND ADOPTED at a meeting of the City Council on this _____ day of March 2022.

CITY OF LAKE CITY, FLORIDA

By: _____

Stephen M. Witt, Mayor

ATTEST:

By:

APPROVED AS TO FORM AND LEGALITY:

Audrey E. Sikes, City Clerk

By: _____

Frederick L. Koberlein, Jr., City Attorney TASK ASSIGNMENT NUMBER ONE TO THE CONTINUING CONTRACT BETWEEN THE CITY OF LAKE CITY, FLORIDA, AND NORTH FLORIDA PROFESSIONAL SERVICES, INC., A FLORIDA CORPORATION, FOR ENGINEERING SERVICES RELATED TO THE PERMITTING AND CONSTRUCTION OF AN AMPHITHEATER AT WILSON PARK

THIS TASK ASSIGNMENT NUMBER ONE is made and entered into this ______ day of March 2022, by and between the CITY OF LAKE CITY, FLORIDA, a municipal corporation, located at 205 North Marion Avenue, Lake City, Florida 32055, and whose mailing address is 205 North Marion Avenue, Lake City, Florida 32055 (herein referred to as "City") and NORTH FLORIDA PROFESSIONAL SERVICES, INC., a Florida corporation (herein referred to as "Consultant").

RECITALS

A. City and Consultant have heretofore entered into a Continuing Contract for professional consulting services as authorized by City Resolution No. 2021-183 (the "Continuing Contract").

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

C. The City is in need of professional engineering services related to the permitting and construction of an amphitheater at Wilson Park, and the City desires to enter into this Task Assignment Number One with Consultant for such services pursuant to the terms and conditions contained herein.

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

1. **<u>RECITALS</u>**: The above recitals are all true and accurate and are incorporated herein and made a part of this Task Assignment Number One.

2. **PROJECT**: The City hereby engages Consultant and Consultant agrees to furnish to City the services and work as set forth in "Exhibit A" titled *Scope of Services Wilson Park Amphitheater Permitting Submittals*, that was provided by Consultant and a copy of which is attached hereto and made a part of this Task Assignment number One.

3. **<u>COMPENSATION TO CONSULTANT</u>**: City shall pay Consultant for its services a not-to-exceed fee of One-one thousand five hundred dollars and zero cents (\$21,500.00), in addition to any applicable permit application fees. Consultant shall invoice the City in accordance with the terms and conditions included in the Continuing Contract and in no event more than once per calendar month and said fees shall equal a percentage of the completed work. Should a conflict in the terms and conditions arise the Continuing Contract shall be controlling.

4. **PROVISIONS OF CONTINUING CONTRACT**: The terms, provisions, conditions, and requirements of the Continuing Contract are incorporated herein and made a part of this agreement. Should any term or condition of the documents referenced herein conflict with a term or condition of the Continuing Contract the term or condition of the Continuing Contract shall prevail and be binding.

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

6. **ENTIRE AGREEMENT.** This Task Assignment Number One, the Continuing Contract, and "Exhibit A", constitute the entire agreement between

City and Consultant and supersedes all prior written or oral understandings with respect to the project. Should any of the provisions of this Task Assignment and the Continuing Contract conflict with the provisions of the attachments hereto, the provisions of this Task Assignment and the Continuing Contract shall control. This Task Assignment Number One may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

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

8. **EXECUTION IN COUNTERPARTS AND AUTHORITY TO SIGN.** This Task Assignment, any amendments, or change orders related to the Task Assignment, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

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

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

CITY OF LAKE CITY, FLORIDA

By: ________Stephen M. Witt, Mayor

APPROVED AS TO FORM AND LEGALITY:

ATTEST:

By: _

Audrey E. Sikes, City Clerk

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

NORTH FLORIDA PROFESSIONAL SERVICES, INC.

By: _____ Gregory G. Bailey, President

EXHIBIT A

SCOPE OF SERVICES WILSON PARK AMPHITHEATER PERMITTING SUBMITTALS

North Florida Professional Services, Inc. (NFPS) shall complete the following scope of services for permit submittals of the above referenced project:

1. Suwannee River Water Management (SRWMD) Environmental Resource Permit (ERP):

- 1.1 NFPS will submit the required documentation in order to apply for the ERP for the construction of the amphitheater.
- 1.2 NFPS will meet onsite with the SRWMD to confirm the wetland line.

2. Florida Department of Environmental Protection (FDEP) 404 Permit:

- 2.1 NFPS will submit the required documentation in order to apply for the 404 permit for the construction of the amphitheater.
- 2.2 NFPS will meet onsite with the FDEP to confirm the wetland line.

3. Wetland Delineation:

3.1 Wetland delineation survey will be conducted based off the footprint of the current plans.

4. Disclaimers:

- 4.1 All permit submittals will be based upon the attached construction plans titled "CLC-AMP-FINAL PLAN SET-3.16.2020".
- 4.2 A wetland mitigation plan is not included in the scope of work.

WILSON PARK - AMPHITHEATER LAKE CITY, FL **SECTION 29, TOWNSHIP 3S, RANGE 17E**





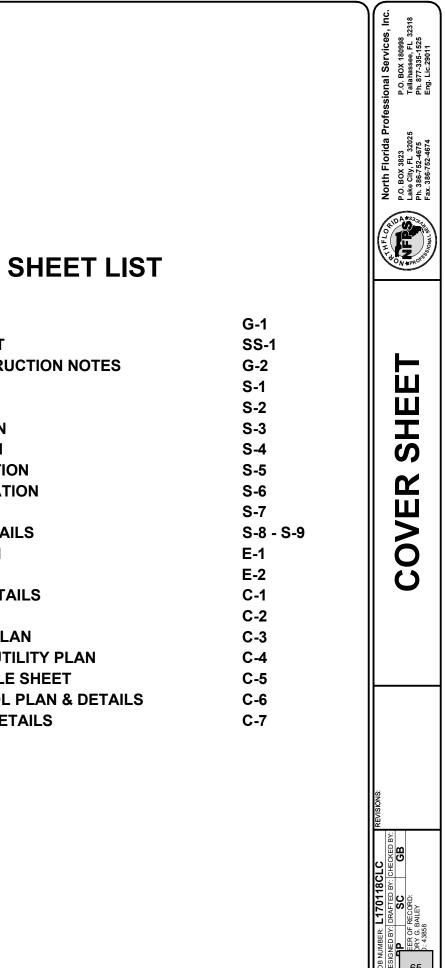
PROJECT LOCATION

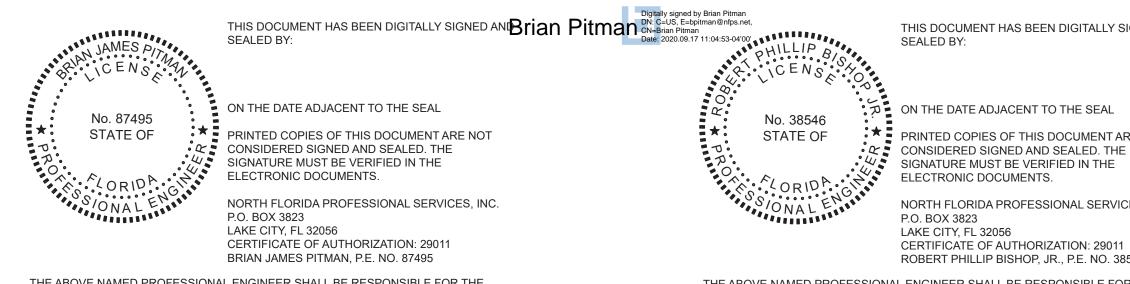
COVER SHEET SIGNATURE SHEET **GENERAL CONSTRUCTION NOTES OVERALL PLAN** SHEET PILE PLAN FOUNDATION PLAN FRONT ELEVATION LEFT SIDE ELEVATION **RIGHT SIDE ELEVATION REAR ELEVATION** STRUCTURAL DETAILS **ELECTRICAL PLAN** LIGHTING PLAN **CIVIL NOTES & DETAILS DEMOLITION PLAN** SITE & GRADING PLAN **STORMWATER & UTILITY PLAN PAVEMENT PROFILE SHEET EROSION CONTROL PLAN & DETAILS MISCELANEOUS DETAILS**

PLANS PREPARED FOR:

CITY OF LAKE CITY 205 NORTH MARION AVENUE LAKE CITY, FL 32055 (386) 752-2031

03/2020 - FINAL PLANS





THE ABOVE NAMED PROFESSIONAL ENGINEER SHALL BE RESPONSIBLE FOR THE FOLLOWING SHEETS IN ACCORDANCE WITH RULE 61G15-23.004, F.A.C.

G-1
SS-1
C-1
C-2
C-3
C-4
C-5
C-6
C-7

THE ABOVE NAMED PROFESSIONAL ENGINEER SHALL BE RESPONSIBLE FOR THE FOLLOWING SHEETS IN ACCORDANCE WITH RULE 61G15-23.004, F.A.C.

GENERAL CONSTRUCTION NOTES
OVERALL PLAN
SHEET PILE PLAN
FOUNDATION PLAN
FRONT ELEVATION
LEFT SIDE ELEVATION
RIGHT SIDE ELEVATION
REAR ELEVATION
STRUCTURAL DETAILS
ELECTRICAL PLAN
LIGHTING PLAN

THIS DOCUMENT HAS BEEN DIGITALLY SIGNED AND

PRINTED COPIES OF THIS DOCUMENT ARE NOT

NORTH FLORIDA PROFESSIONAL SERVICES, INC.

ROBERT PHILLIP BISHOP, JR., P.E. NO. 38546

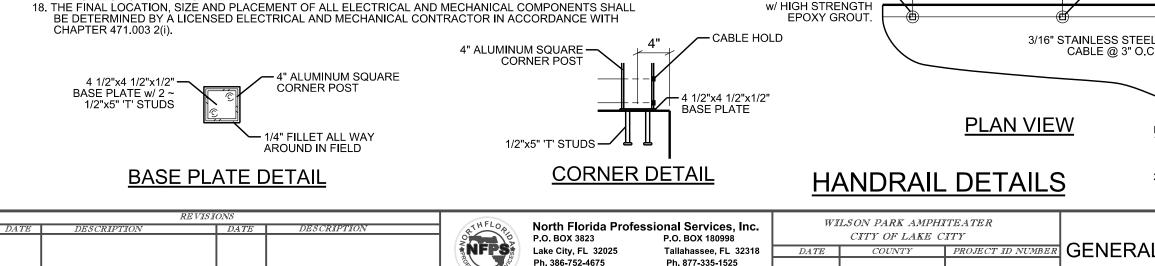
G-2
S-1
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S-8 - S-9
E-1
E-2

HEATER P.0. BOX 3823 P.0. BOX 180998 P.0. BOX 3823 P.0. BOX 180998 P.0. BOX 3823 P.0. BOX 180998 P.0. BOX 3823 P.0. BOX 180998 P.1. 386-752-4674 Eng. Lic.28011 Failsheesee, FL 23218 Ph. 386-752-4674 Eng. Lic.28011
SIGNATURE SHEET WILSON PARK - AMPHITHEATER LAKE CITY, FL
Plote NUMBER: L170118CLC REVISIONS: Revisions: SC GB Revisions: SC GB

GENERAL CONSTRUCTION NOTES

GENERAL NOTES:

- 1. THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND DETAILS SHOWN ON THE PLANS AND SHALL NOTIFY THE ENGINEER IMMEDIATELY OF ANY CHANGES OR MODIFICATIONS TO THE PLANS.
- 2. THE CONTRACTOR SHALL VERIFY ALL EXISTING CONDITIONS AND DIMENSIONS AT THE JOB SITE TO ENSURE THAT ALL NEW WORK WILL FIT IN THE MANNER INTENDED AND AS SHOWN ON THE PLANS. SHOULD ANY CONDITIONS EXIST THAT ARE CONTRARY TO THOSE SHOWN IN THE PLANS, THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY AND PRIOR TO PROCEEDING WITH THE WORK. ALL CONSTRUCTION, EQUIPMENT AND FINISHES SHALL MEET OR EXCEED ALL LOCAL CODE REQUIREMENTS,
- 3 THE FLORIDA BUILDING CODE, NFPA 101 LIFE SAFETY CODE AND ALL OTHER GOVERNING CODES.
- DO NOT USE ANY MATERIALS CONTAINING ASBESTOS.
- ALL PRE-FABRICATED BUILDING ELEMENTS SHALL BE DESIGNED, FABRICATED, AND ERECTED IN STRICT 5. ACCORDANCE WITH ALL APPLICABLE CODES, SPECIFICATIONS AND REGULATIONS AND SHALL SUPPORT THE LOADS INDICATED IN THE STRUCTURAL DESIGN NOTES ANY OTHER APPLIED LOADS. ALL BRACING, BOTH TEMPORARY AND PERMANENT, SHALL BE DESIGNED AND NOTED ON THE ERECTION PLANS BY THE MANUFACTURER.
- THE CONTRACTOR SHALL PROVIDE SHOP DRAWINGS FOR ALL PRE-FABRICATED ELEMENTS, INCLUDING BUT NOT LIMITED THE PAVILION, HANDRAILS AND ELECTRICAL/LIGHTING COMPONENTS. 6.
- REFER TO THE STRUCTURAL DRAWINGS AND DETAILS FOR ALL SIZES, SHAPES AND CONDITIONS OF ALL STRUCTURAL MEMBERS, CONNECTIONS, FOOTINGS, BRACING AND REINFORCEMENT.
- PROVIDE BLOCKING, PLATES, BRACING AND OTHER MISCELLANEOUS WHERE SHOWN AND REQUIRED. SECURELY FASTEN ALL BLOCKING IN PLACE. PLACE BOLTS AND ATTACHMENTS IN CONCRETE, MASONRY AND STEEL FOR THE FASTENING OF BLOCKING AND PLATES WHERE SHOWN AND/OR REQUIRED.
- 9. ALL WALLS AND STRUCTURAL MEMBERS SHALL BE TEMPORARILY BRACED UNTIL PERMANENT BRACING IS IN PLACE.
- 10. ALL STUDS SHALL 3 5/8 METAL (20 GA.) AT 16" O.C., UNLESS OTHERWISE NOTED ON THE PLANS
- 11. AFTER INSTALLATION OF THE SHEET PILE BULKHEAD, THE CONTRACTOR SHALL REMOVE ALL UNSTABLE MATERIAL INSIDE OF THE BULKHEAD AND BACKFILL WITH CLEAN. COMPACTED FILL TO THE LEVEL INDICATED IN THE PLANS. THE DEPTH OF EXCAVATION WILL VARY FROM APPROXIMATELY 4 FEET AT THE SHORELINE TO 7 FEET AT THE BACK OF THE BULKHEAD.
- 12. AFTER EXCAVATION OF THE UNSUITABLE MATERIAL AND PRIOR TO THE PLACEMENT OF THE BACKFILL THE CONTRACTOR SHALL APPLY A NON-WOVEN GEOTEXTILE FABRIC TO THE BACK OF THE BULKHEAD. ALL VERTICAL AND HORIZONTAL JOINTS IN THE FABRIC SHALL BE OVERLAPPED A MINIMUM OF 12' AND TAPED.
- 13. A WATERPROOFING AND MOISTURE BARRIER CONSISTING OF 6 MIL PLASTIC POLYETHYLENE SHALL BE PLACED UNDER ALL CONCRETE SLABS AND FLAT WORK. ALL JOINTS SHALL BE LAPPED A MINIMUM OF 12" AND TAPED
- 14. ALL FLOOR FINISHES, EXCEPT AS INDICATED ON THE PLANS, SHALL BE LEVEL AND SHALL AVOID ANY CHANGES IN ELEVATION GREATER THAN 1/2".
- 15. THE ROOF SLOPES FOR THE PAVILION SHALL BE AS SHOWN THE PLANS OR AS INDICATED BY THE MANUFACTURER. ALL METAL ROOFING, UNDERLAYMENT, FLASHING AND DIP MOUDLING SHALL AS SPECIFIED
- BY THE MANUFACTURER.
- 16. THE PAVILION SHALL BE THE KOKOMO MODEL 5025 AS MANUFACTURED BY POLIGON. THE FLORIDA REPRESENTATIVE'S CONTACT INFORMATION IS PROVIDED BELOW:
 - JJ KRAEGER SALES ADMINISTRATOR **REP SERVICES, INC.** 165 W. JESSUP AVE. LONGWOOD, FL 32750-4146 OFFICE: 407.853.3557
 - FAX: 866.232.8532
 - WEBSITE: www.repservices.com
- EMAIL: jj@repservices.com 17. THE CONTRACTOR SHALL SUBMIT COLOR SAMPLES OF THE SYNTHETIC STONE VENEER FOR THE REVIEW AND SELECTION BY THE OWNER.
- 18. THE FINAL LOCATION, SIZE AND PLACEMENT OF ALL ELECTRICAL AND MECHANICAL COMPONENTS SHALL BE DETERMINED BY A LICENSED ELECTRICAL AND MECHANICAL CONTRACTOR IN ACCORDANCE WITH CHAPTER 471,003 2(i).



Ph. 386-752-4675

Fax. 386-752-4674

Eng. Lic.29011

STRUCTURAL NOTES

STRUCTURAL DESIGN CRITERIA

- 1. ALL WORK SHALL BE DESIGNED FOR THE FOLLOWING LOADS AND SPECIFICATIONS APPLIED IN ACCORDANCE WITH THE LOAD EDITION OF THE FLORIDA BUILDING CODE AND ACI 318. 2. DESIGN LOADS:
- 2.1 LIVE LOADS FOR ROOF (ADDITIONAL LIGHTING) = 20 PSF (MINIMUM). 2.2 WIND SPEED DESIGN = 120 MPH.

REINFORCED CONCRETE NOTES

- 1. SOIL BEARING CAPACITY = 2,500 PSF (MINIMUM). 2. FILL AND COMPACTION:

2"x2" ALUMINUM

4" DIA, CORE w/ MAX.

DEPTH OF 4". FILL

EPOXY GROUT.

w/ HIGH STRENGTH

4" DIA, CORE w/ MAX, -

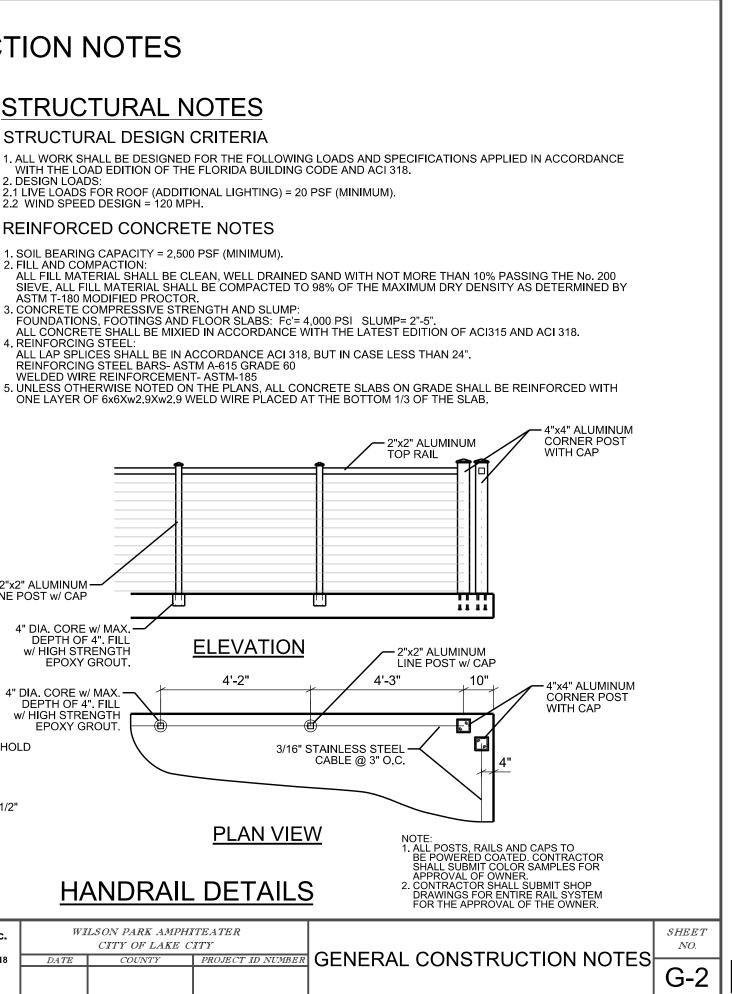
DEPTH OF 4". FILL

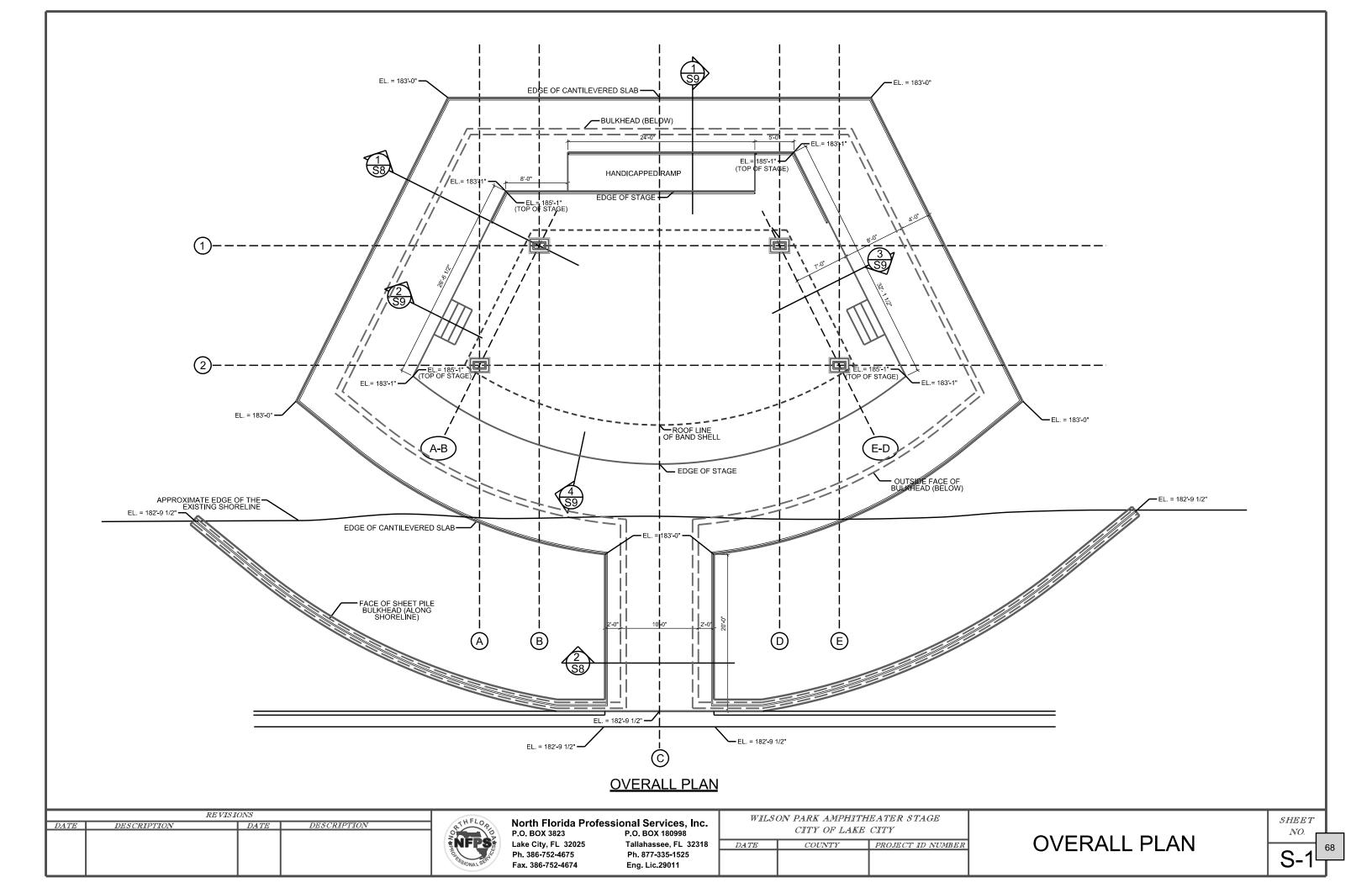
LINE POST w/ CAP

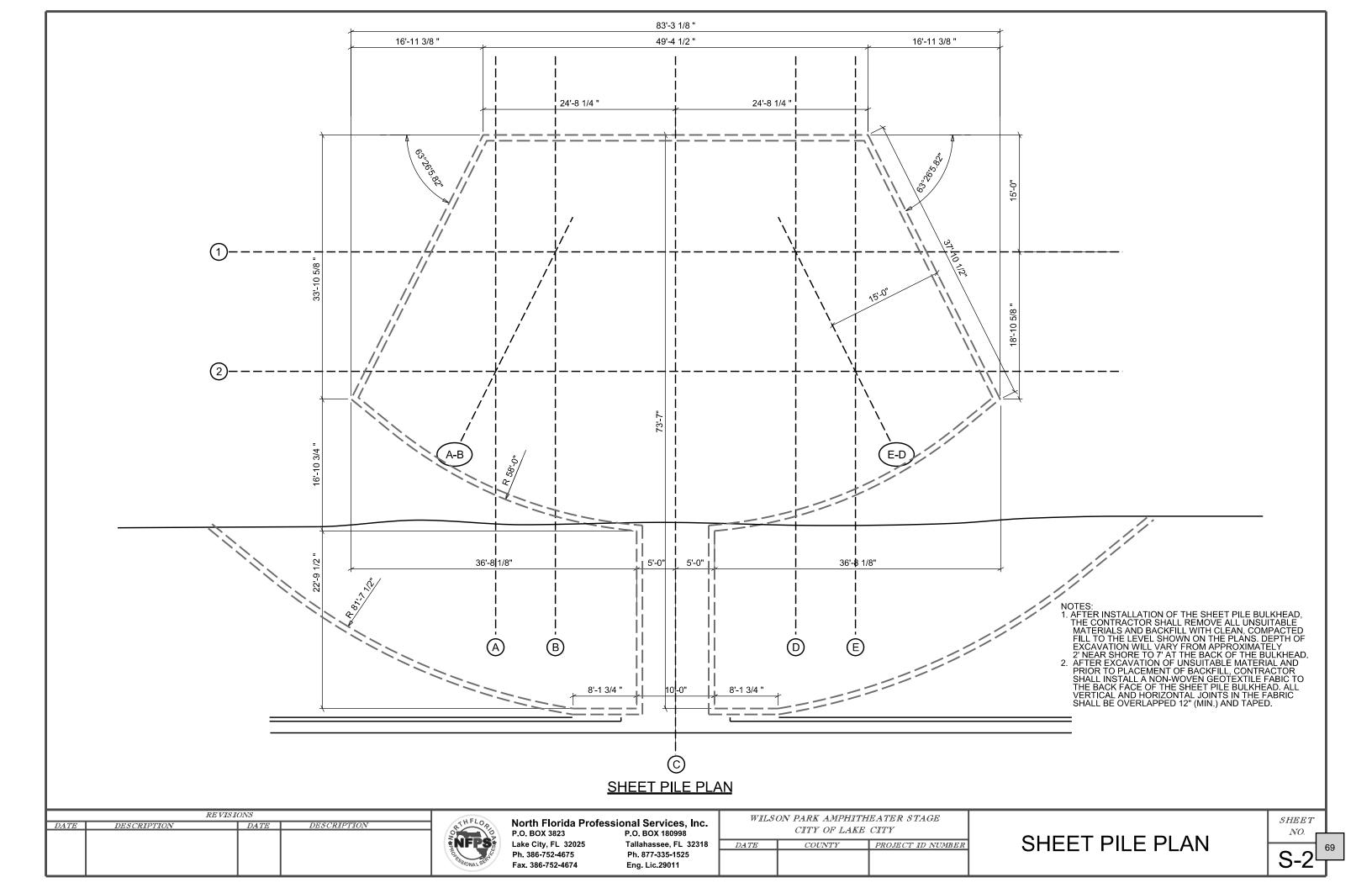
- ALL FILL MATERIAL SHALL BE CLEAN, WELL DRAINED SAND WITH NOT MORE THAN 10% PASSING THE No. 200 SIEVE. ALL FILL MATERIAL SHALL BE COMPACTED TO 98% OF THE MAXIMUM DRY DENSITY AS DETERMINED BY ASTM T-180 MODIFIED PROCTOR.
- 3. CONCRETE COMPRESSIVE STRENGTH AND SLUMP: FOUNDATIONS, FOOTINGS AND FLOOR SLABS: Fc'= 4,000 PSI_SLUMP= 2"-5". ALL CONCRETE SHALL BE MIXIED IN ACCORDANCE WITH THE LATEST EDITION OF ACI315 AND ACI 318.
- 4. REINFORCING STEEL: ALL LAP SPLICES SHALL BE IN ACCORDANCE ACI 318, BUT IN CASE LESS THAN 24". REINFORCING STEEL BARS- ASTM A-615 GRADE 60
- ONE LAYER OF 6x6Xw2.9Xw2.9 WELD WIRE PLACED AT THE BOTTOM 1/3 OF THE SLAB.

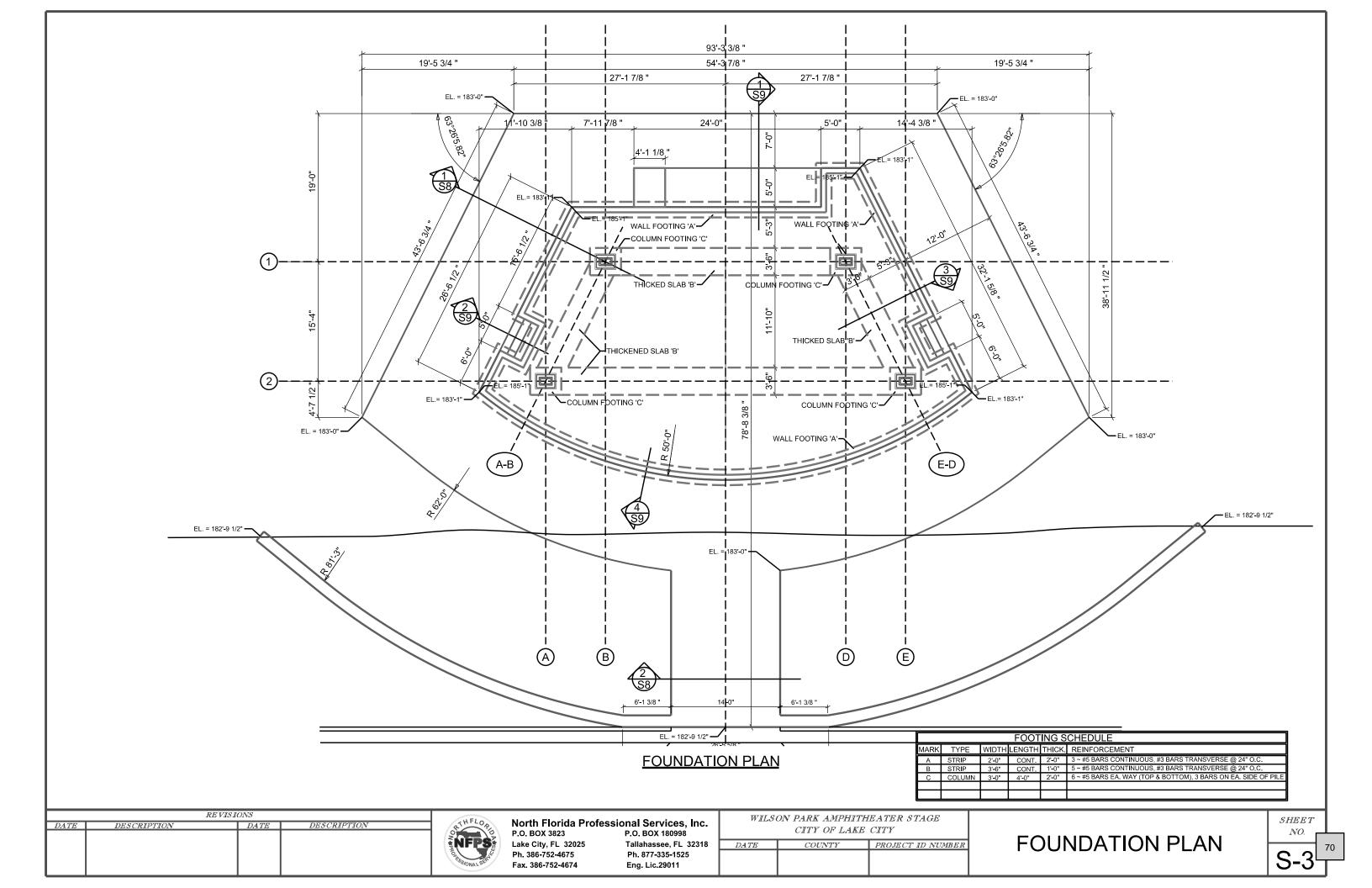
ELEVATION

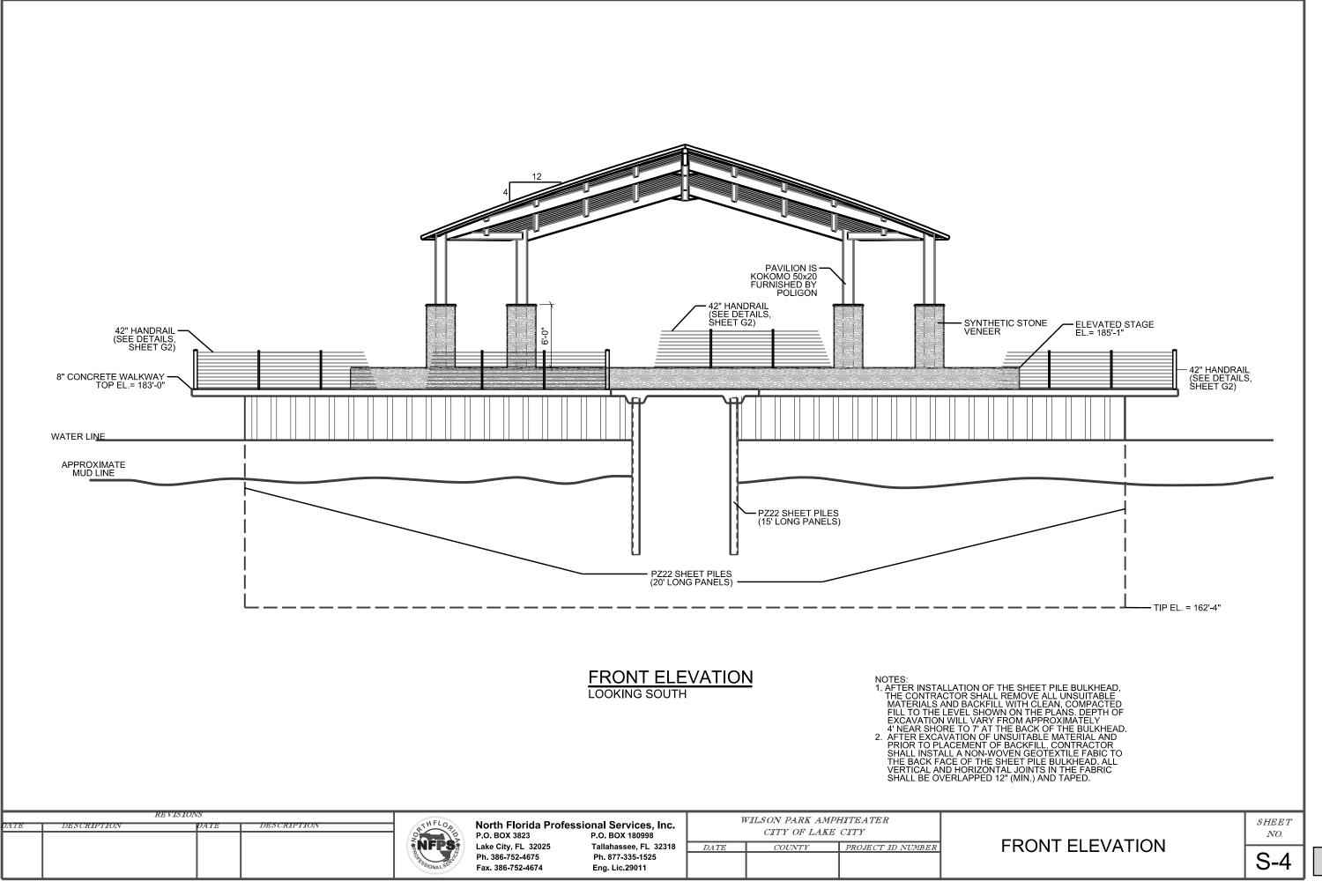
4'-2"

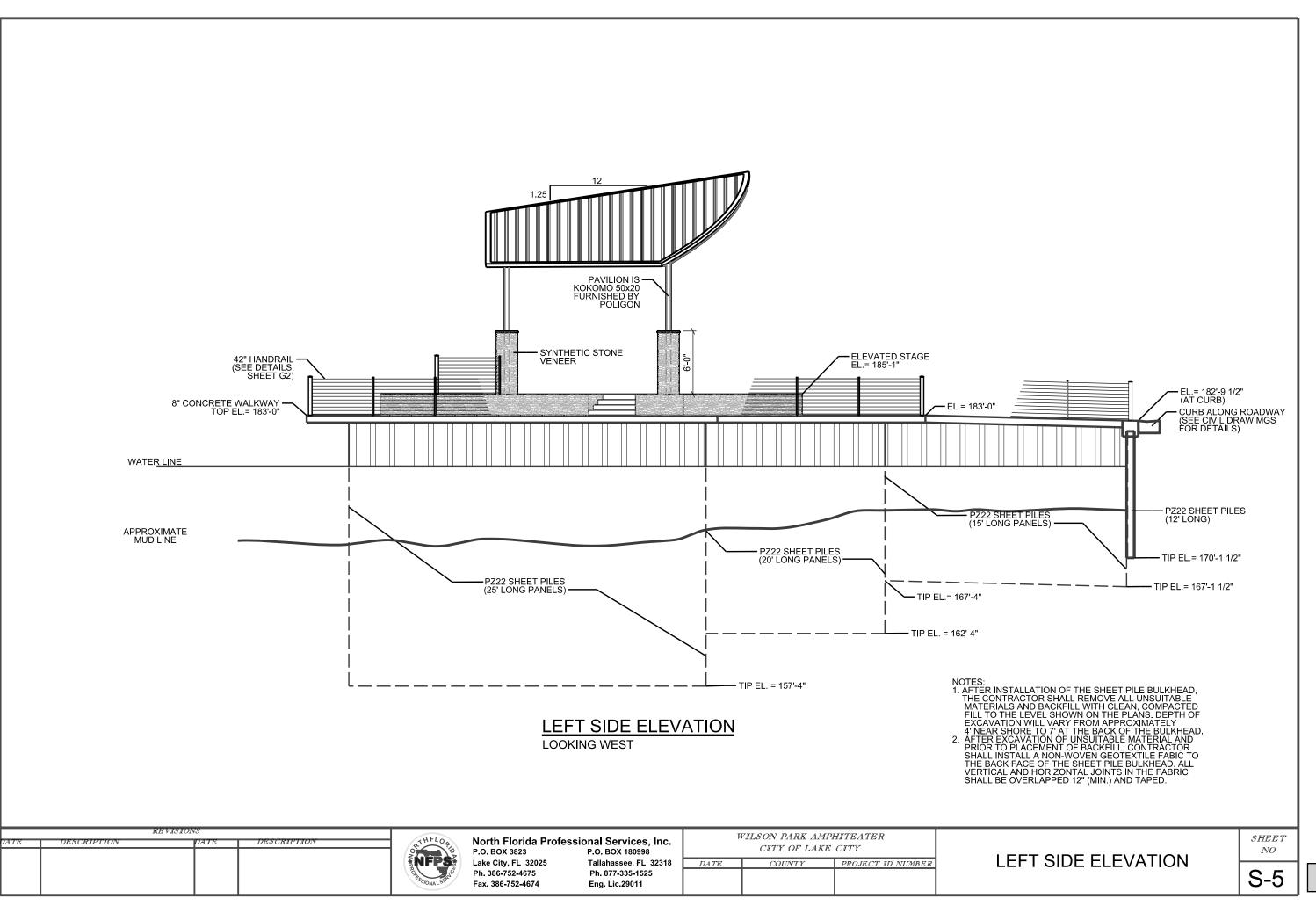


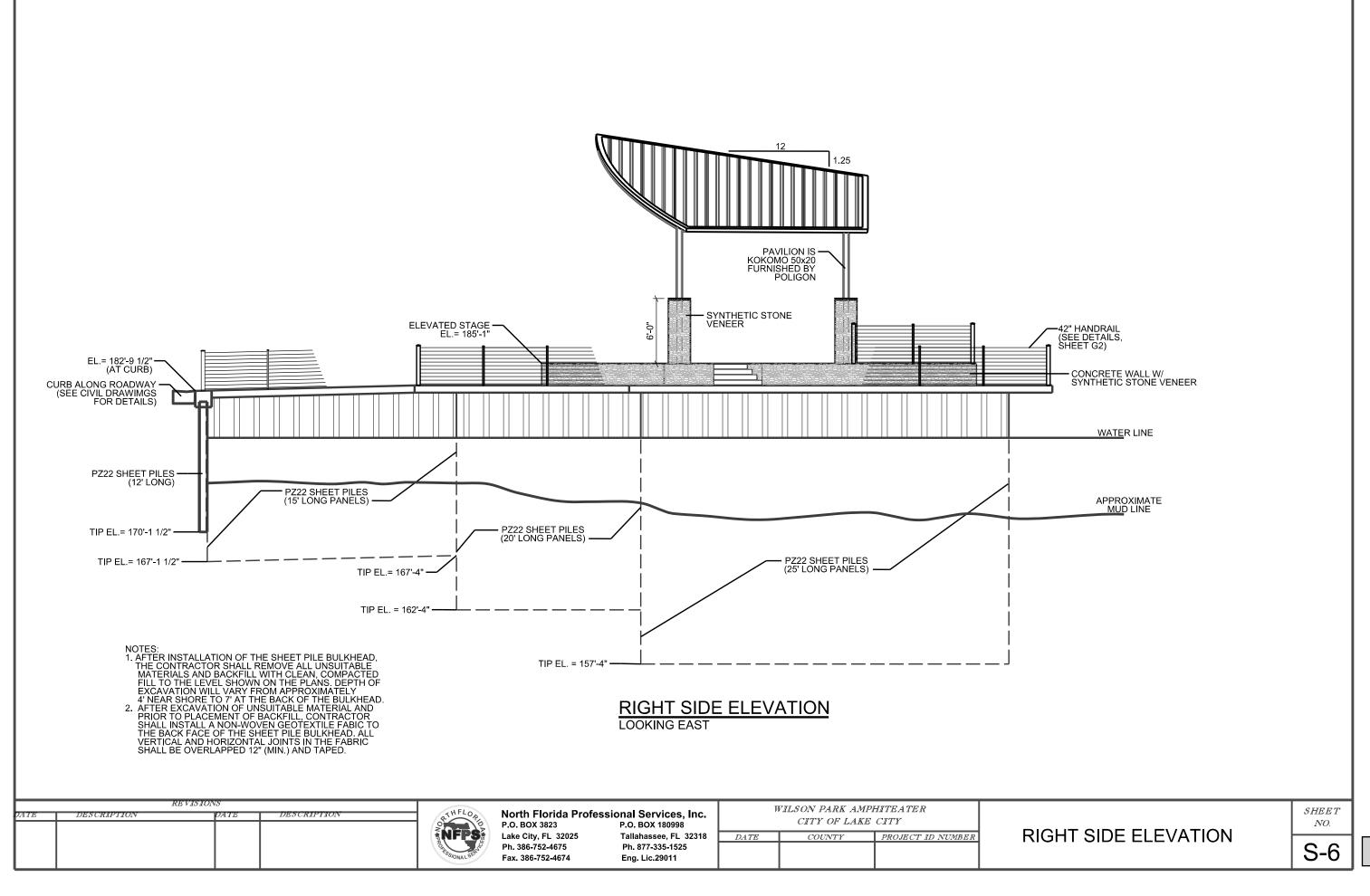


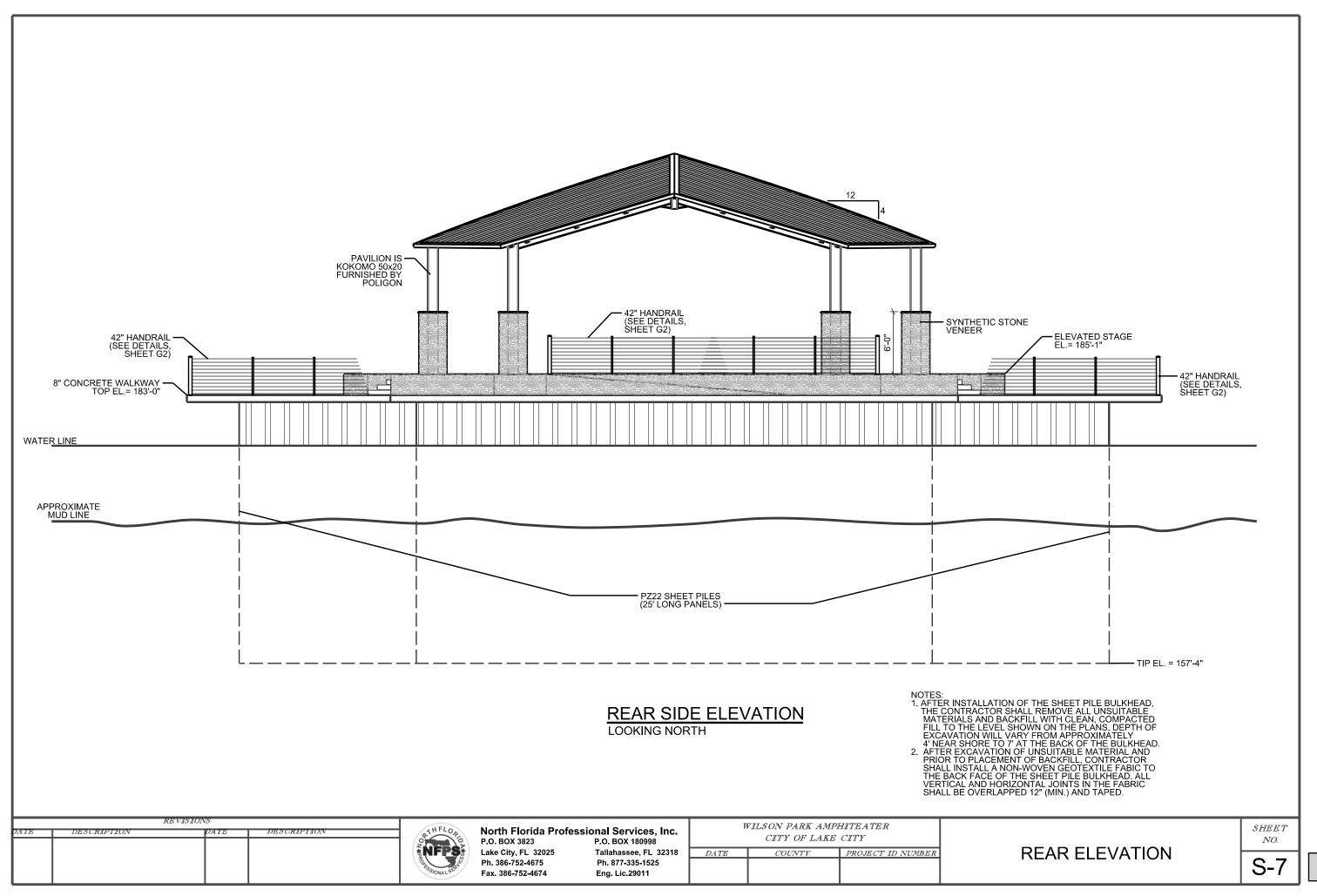


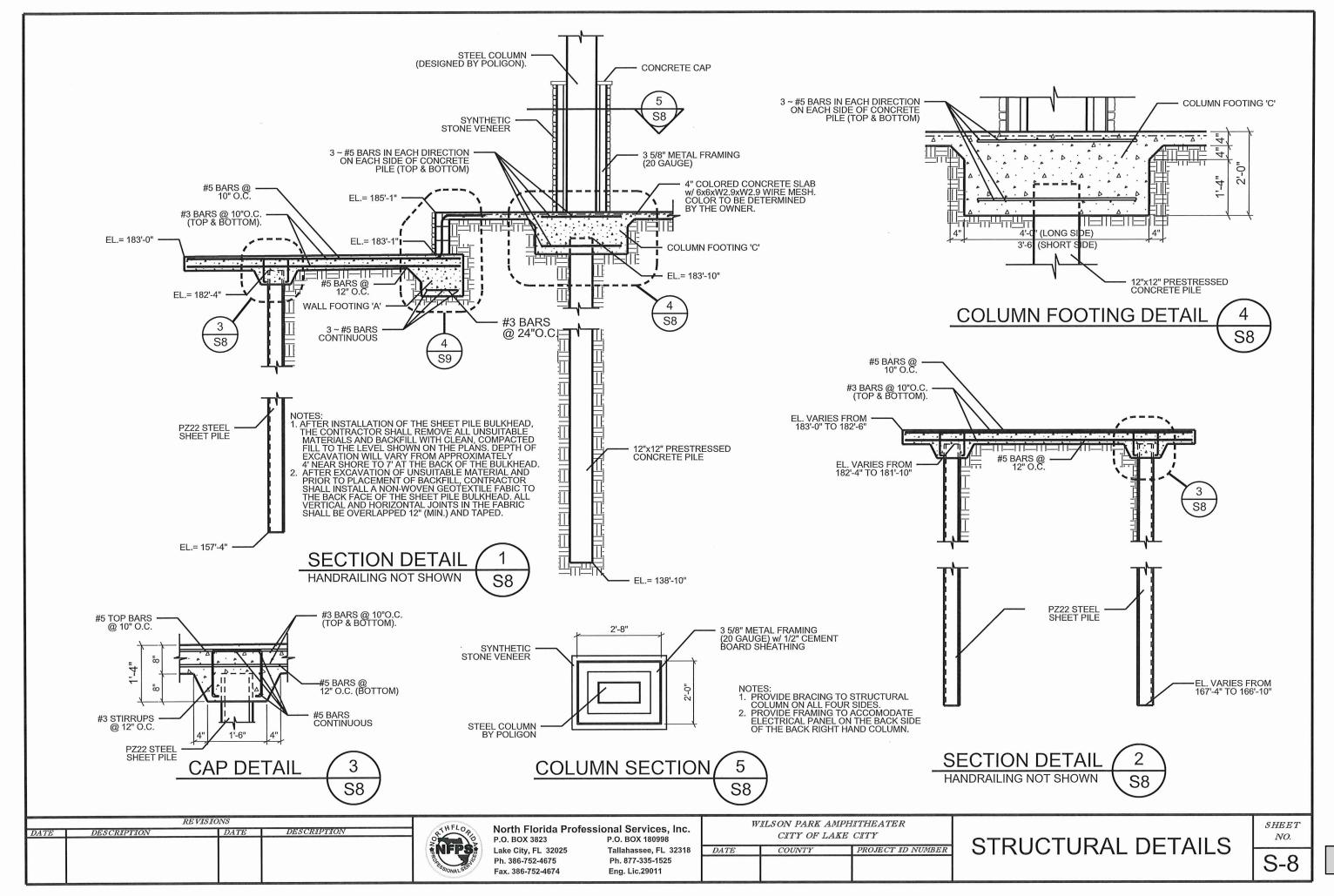


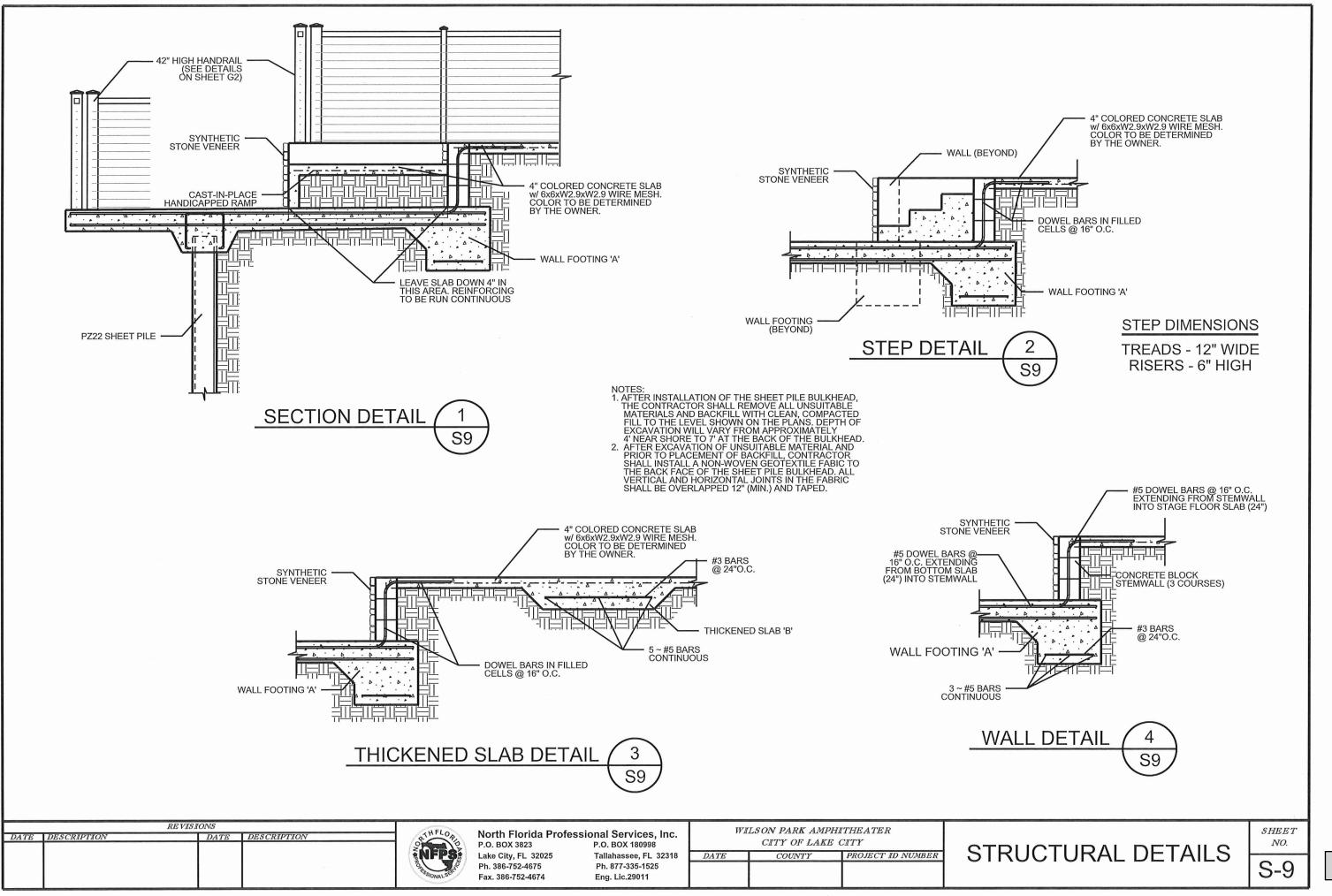


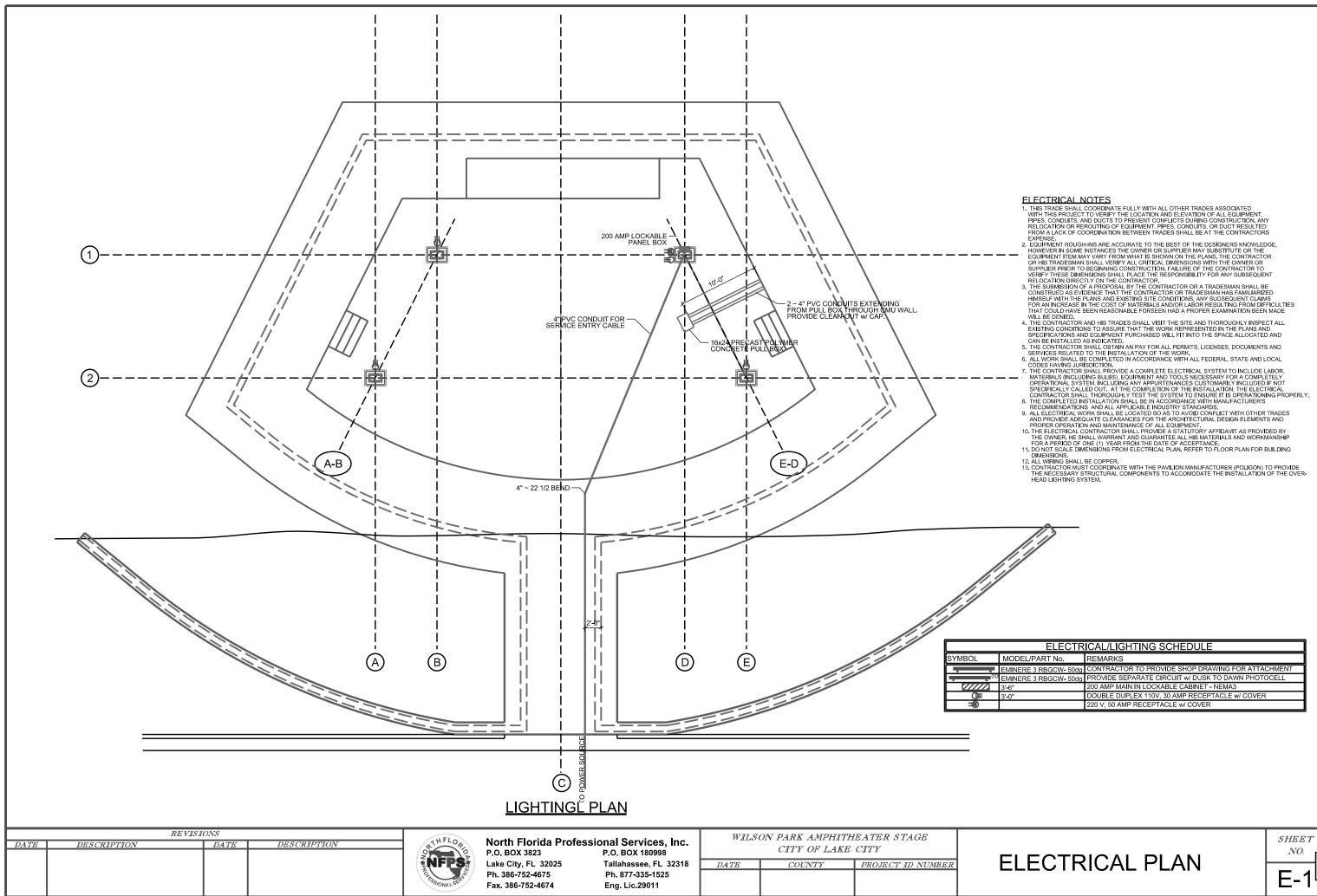












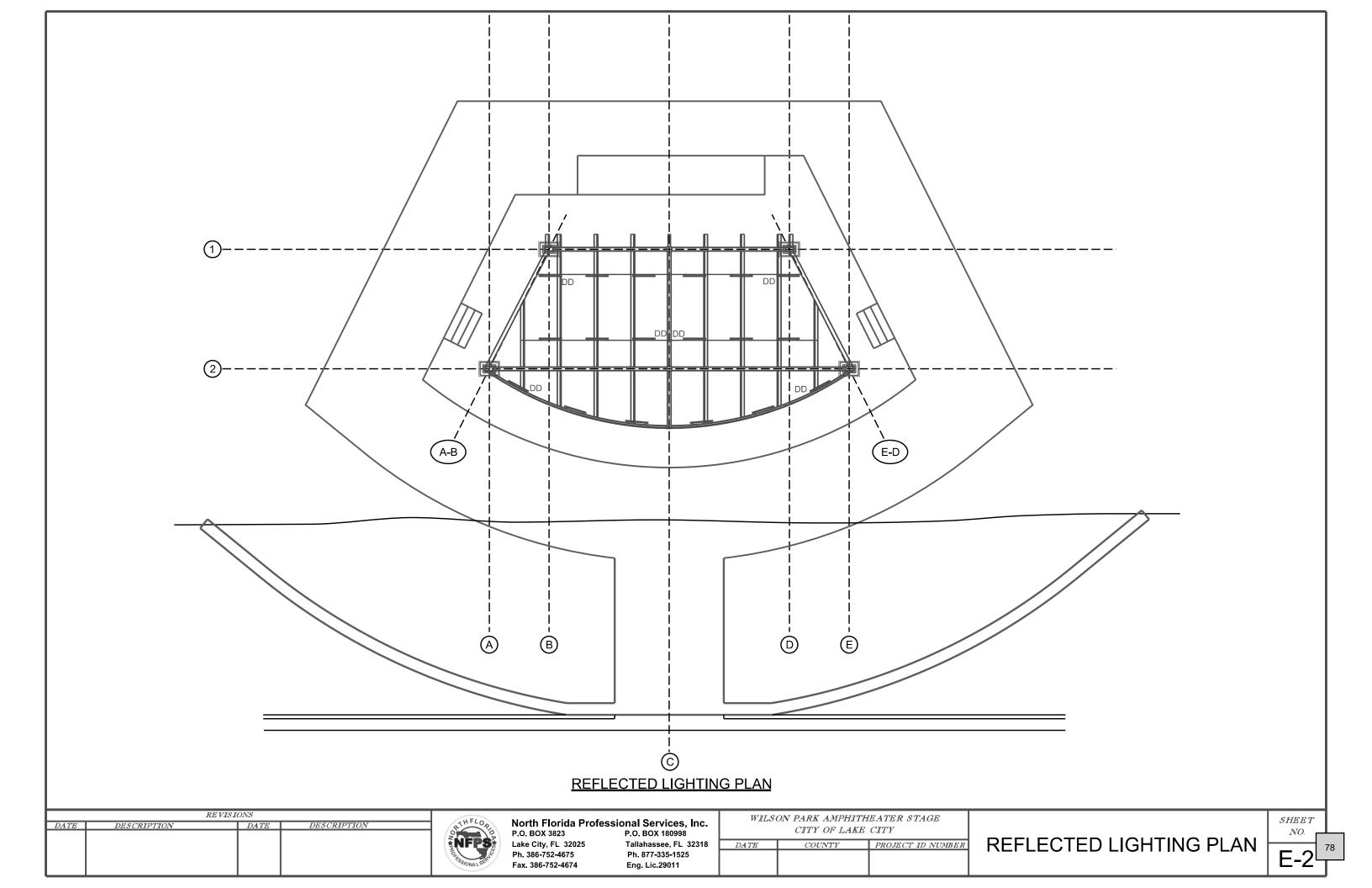
- DIMENSIONS. DIMENSIONS. 12. ALL WIRING SHALL BE COPPER. 13. CONTRACTOR MUST COORDINATE WITH THE PAVILION MANUFACTURER (POLIGON) TO PROVIDE THE NECESSARY STRUCTURAL COMPONENTS TO ACCOMODATE THE INSTALLATION OF THE OVER-HEAD LIGHTING SYSTEM.

	ELECTRICAL/LIGHTING SCHEDULE			
		REMARKS		
		CONTRACTOR TO PROVIDE SHOP DRAWING FOR ATTACHMENT		
)	EMINERE 3 RBGCW- 50dg	PROVIDE SEPARATE CIRCUIT w/ DUSK TO DAWN PHOTOCELL		
		200 AMP MAIN IN LOCKABLE CABINET - NEMA3		
	3'-0"	DOUBLE DUPLEX 110V, 30 AMP RECEPTACLE w/ COVER		
		220 V, 50 AMP RECEPTACLE w/ COVER		

ELECTRICAL PLAN

SHEET NO.

E-1



GENERAL NOTES

1. THE CONTRACTOR SHALL VERIFY ALL EXISTING CONDITIONS AND DIMENSIONS AT THE JOB SITE TO ENSURE THAT ALL NEW WORK WILL FIT IN THE MANNER INTENDED ON THE PLANS. SHOULD ANY CONDITIONS EXIST THAT ARE CONTRARY TO THOSE SHOWN ON THE PLANS, THE CONTRACTOR SHALL NOTIFY THE ENGINEER AND THE CITY OF LAKE CITY, FLORIDA (DEPARTMENT OF GROWTH MANAGEMENT) OF SUCH DIFFERENCES IMMEDIATELY AND PRIOR TO PROCEEDING WITH THE WORK.

2. THE CONTRACTOR SHALL COMPLY WITH ALL CONDITIONS AS SET FORTH BY THE ISSUED SUWANNEE RIVER WATER MANAGEMENT DISTRICT ENVIRONMENTAL RESOURCE PERMIT AND ARMY CORPS OF ENGINEERS PERMIT.

3. THE CONTRACTOR SHALL MAINTAIN THE CONSTRUCTION SITE IN A SECURE MANNER. ALL OPEN TRENCHES AND EXCAVATED AREAS SHALL BE PROTECTED FROM ACCESS BY THE GENERAL PUBLIC.

4. BOUNDARY INFORMATION SHOWN, WAS OBTAINED FROM A BOUNDARY SURVEY PREPARED BY SHERMAN FRIER & ASSOCIATES ATTACHED.

5. ANY PUBLIC LAND CORNER WITHIN THE LIMITS OF CONSTRUCTION SHALL BE PROTECTED. IF A CORNER MONUMENT IS IN DANGER OF BEING DESTROYED AND HAS NOT BEEN PROPERLY REFERENCED, THE CONTRACTOR SHOULD NOTIFY THE ENGINEER.

6. THE SITE IS LOCATED IN SECTION 29, TOWNSHIP 35 SOUTH, RANGE 17 EAST, COLUMBIA COUNTY, FLORIDA.

7. THE CONTRACTOR SHALL IMPLEMENT ALL COMPONENTS OF THE EROSION AND SEDIMENTATION CONTROL PLAN PRIOR TO ANY EARTH DISTURBING ACTIVITIES. ALL COMPONENTS SHALL BE MAINTAINED BY THE CONTRACTOR UNTIL ALL VEGETATION IS ESTABLISHED, THE ENTIRE PROJECT AREA IS STABILIZED AND THE OWNER HAS ACCEPTED OPERATION AND MAINTENANCE.

8. ALL DISTURBED AREAS NOT SODDED SHALL BE SEEDED WITH A MIXTURE OF LONG-TERM VEGETATION AND QUICK GROWING SHORT-TERM VEGETATION FOR THE FOLLOWING CONDITIONS. FOR THE MONTHS FROM SEPTEMBER THROUGH MARCH, THE MIX SHALL CONSIST OF 70 POUNDS PER ACRE OF LONG-TERM SEED AND 20 POUNDS PER ACRE OF WINTER RYE. FOR THE MONTHS OF APRIL THROUGH AUGUST, THE MIX SHALL CONSIST OF 70 PER ACRE OF LONG-TERM SEED AND 20 POUNDS PER ACRE OF MILLET.

9. THE LOCATION OF THE UTILITIES SHOWN IN THE PLANS ARE APPROXIMATE ONLY. THE EXACT LOCATION SHALL BE DETERMINED BY THE CONTRACTOR DURING CONSTRUCTION. CONTRACTOR SHALL PROTECT ALL UTILITIES WITHIN THE PROJECT AREAS.

10. ALL UTILITY CONSTRUCTION SHALL MEET THE CITY OF LAKE CITY WATER AND WASTEWATER UTILITY STANDARDS, AVAILABLE FROM CITY HALL OR PUBLIC WORKS.

10. THE CONTRACTOR SHALL REMOVE FROM SITE ALL EXCESS EARTH.

11. ALL SITE CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF LAKE CITY LAND DEVELOPMENT REGULATIONS.

12. CONTRACTOR SHALL REVIEW AND BECOME FAMILIAR WITH ALL REQUIRED UTILITY CONNECTIONS PRIOR TO BIDDING. CONTRACTOR SHALL PROVIDE ALL WORK AND MATERIALS REQUIRED TO COMPLETE CONNECTION TO THE EXISTING UTILITIES. THIS INCLUDES BUT IS NOT LIMITED TO MANHOLE CORING, WET TAPS, PAVEMENT REPAIRS AND DIRECTIONAL BORING.

13. CONTRACTOR SHALL COORDINATE ALL WORK WITH OTHER CONTRACTORS WITHIN PROJECT AREA.

14. CONTRACTOR SHALL PROVIDE ACTUAL INVERT ELEVATIONS ON ALL DRAINAGE STRUCTURES, INCLUDING CULVERTS, PRIOR TO PLACING ANY BASE MATERIAL. DEVIATIONS FROM THE PLANS SHALL BE APPROVED BY THE ENGINEER BEFORE CONTINUING WORK.

15. THIS PROJECT IS TO BE CONSTRUCTED IN ACCORDANCE WITH THE SPECIFICATIONS PREPARED BY NORTH FLORIDA PROFESSIONAL SERVICES, INC., MARCH 16TH, 2020.

16.IF UNSUITABLE MATERIAL IS ENCOUNTERED DURING GRADING, CONTRACTOR SHALL REMOVE UNSUITABLE MATERIAL TO A DEPTH OF 24" BELOW FINISHED GRADE WITHIN THE CONSTRUCTION LIMITS.

17. THE CONTRACTOR SHALL NOTIFY THE CITY AT LEAST 48 HOURS PRIOR TO BEGINNING OF CONSTRUCTION.

18. THE CONTRACTOR SHALL SUBMIT A NOTICE OF CONSTRUCTION COMMENCEMENT TO THE WATER MANAGEMENT DISTRICT AT LEAST 48 HOURS PRIOR TO THE BEGINNING OF CONSTRUCTION.

19.NO FINAL TESTING OR PRESSURE TESTING WILL BE ACCEPTED UNLESS WITNESSED BY THE CITY'S REPRESENTATIVE.

20.NO WORK SHALL BE PERFORMED ON SATURDAY OR SUNDAY WITHOUT WRITTEN NOTIFICATION TO THE CITY AND CITY ENGINEER.

21. CONTRACTOR SHALL PROVIDE AN AS-BUILT SURVEY MEETING THE REQUIREMENTS OF CHAPTER 61G17 F.A.C. FOR THE STORMWATER MANAGEMENT SYSTEMS. INCLUDE HORIZONTAL AND VERTICAL DIMENSIONAL DATA SO THAT IMPROVEMENTS ARE LOCATED AND DELINEATED RELATIVE TO THE BOUNDARY. PROVIDE SUFFICIENT DETAILED DATA TO DETERMINE WHETHER THE IMPROVEMENTS WERE CONSTRUCTED IN ACCORDANCE WITH THE PLANS. A COPY OF THE AS-BUILT SURVEY (IN PAPER AND DIGITAL AUTOCAD FORMAT) MUST BE SUBMITTED TO THE CITY OF LAKE CITY, FLORIDA (DEPARTMENT OF GROWTH MANAGEMENT) AND THE ENGINEER.

22. THE CONTRACTOR SHALL SUBMIT A NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM NOTICE OF INTENT ALONG WITH SUPPORTING DOCUMENTATION TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION AT LEAST 48 HOURS PRIOR TO BEGINNING OF CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL PERMIT FEES.

FLOOD PLAIN NOTES

ESTIMATED FILL WITHIN FLOOD PLAIN: 212 CUBIC YARDS

PROPOSED CUT WITHIN FLOOD PLAIN: 231 CUBIC YARDS

NET FILL/CUT WITHIN FLOOD PLAIN: -19 CUBIC YARDS

EROSION CONTROL NOTES

1. THIS EROSION AND SEDIMENTATION CONTROL PLAN COMPLIES WITH THE REQUIREMENTS OF THE "FLORIDA DEVELOPMENT MANUAL" AND THE "FLORIDA EROSION AND SEDIMENT CONTROL INSPECTOR'S MANUAL".

2. THE CONTRACTOR SHALL ADHERE TO CITY OF LAKE CITY, SRWMD, AND OTHER GOVERNING AUTHORITIES FOR EROSION AND SEDIMENT CONTROL REGULATIONS. IF THE CONTRACTOR NEEDS TO CHANGE THIS PLAN TO MORE EFFECTIVELY CONTROL EROSION AND SEDIMENTATION, THE CONTRACTOR SHALL USE BMP'S FROM THE "FLORIDA EROSION AND SEDIMENT CONTROL INSPECTOR'S MANUAL".

3. THE CONTRACTOR SHALL ADJUST AND REVISE THIS PLAN TO MEET ACTUAL FIELD CONDITIONS. ANY REVISIONS SHALL BE APPROVED BY THE REVIEWING AGENCIES.

4. SEDIMENT AND EROSION CONTROL FACILITIES, STORM DRAINAGE FACILITIES AND DETENTION BASINS SHALL BE INSTALLED PRIOR TO ANY OTHER CONSTRUCTION.

5. EROSION CONTROL MEASURES SHALL BE INSPECTED WEEKLY AND AFTER EACH RAINFALL OF 0.5 INCHES OR GREATER, AND REPAIRED OR REPLACED AS NECESSARY.

6. SEDIMENT AND EROSION CONTROL MEASURES SHALL NOT BE REMOVED UNTIL ALL CONSTRUCTION IS COMPLETE AND UNTIL A PERMANENT GROUND COVER HAS BEEN ESTABLISHED.

7. ALL OPEN DRAINAGE SWALES SHALL BE GRASSED AND RIPRAP SHALL BE PLACED AS REQUIRED TO CONTROL EROSION.

8. SILT FENCES SHALL BE LOCATED ON SITE TO PREVENT SEDIMENT AND EROSION FROM LEAVING PROJECT LIMITS.

9. CONTRACTOR SHALL PLACE A DOUBLE ROW OF SILT FENCE IN AREAS WHERE RUNOFF FROM DISTURBED AREAS MAY ENTER WETLANDS.

10. DURING CONSTRUCTION AND AFTER CONSTRUCTION IS COMPLETE, ALL STRUCTURES SHALL BE CLEANED OF ALL DEBRIS AND EXCESS SEDIMENT.

11. ALL GRADED AREAS SHALL BE STABILIZED IMMEDIATELY WITH A TEMPORARY FAST-GROWING COVER AND/OR MULCH.

12. A PAD OF RUBBLE RIP RAP SHALL BE PLACED AT THE BOTTOM OF ALL COLLECTION FLUMES AND COLLECTION PIPE OUTLETS. GRANITE OR LIMESTONE RIPRAP IS REQUIRED, NO BROKEN CONCRETE WILL BE ACCEPTED.

13. ALL SIDE SLOPES STEEPER THAN 3:1 SHALL BE ADEQUATELY PROTECTED FROM EROSION THROUGH THE USE OF SYNTHETIC BALES OR SODDING.

14. ALL STABILIZATION PRACTICES SHALL BE INITIATED AS SOON AS PRACTICABLE IN AREAS OF THE JOB WHERE CONSTRUCTION ACTIVITIES HAVE TEMPORARILY OR PERMANENTLY STOPPED, BUT IN NO CASE SHALL THE DISTURBED AREA BE LEFT UNPROTECTED FOR MORE THAN SEVEN DAYS.

15. ALL WASTE GENERATED ON THE PROJECT SHALL BE DISPOSED OF BY THE CONTRACTOR IN AREAS PROVIDED BY CONTRACTOR.

16. LOADED HAUL TRUCKS SHALL BE COVERED WITH TARPS.

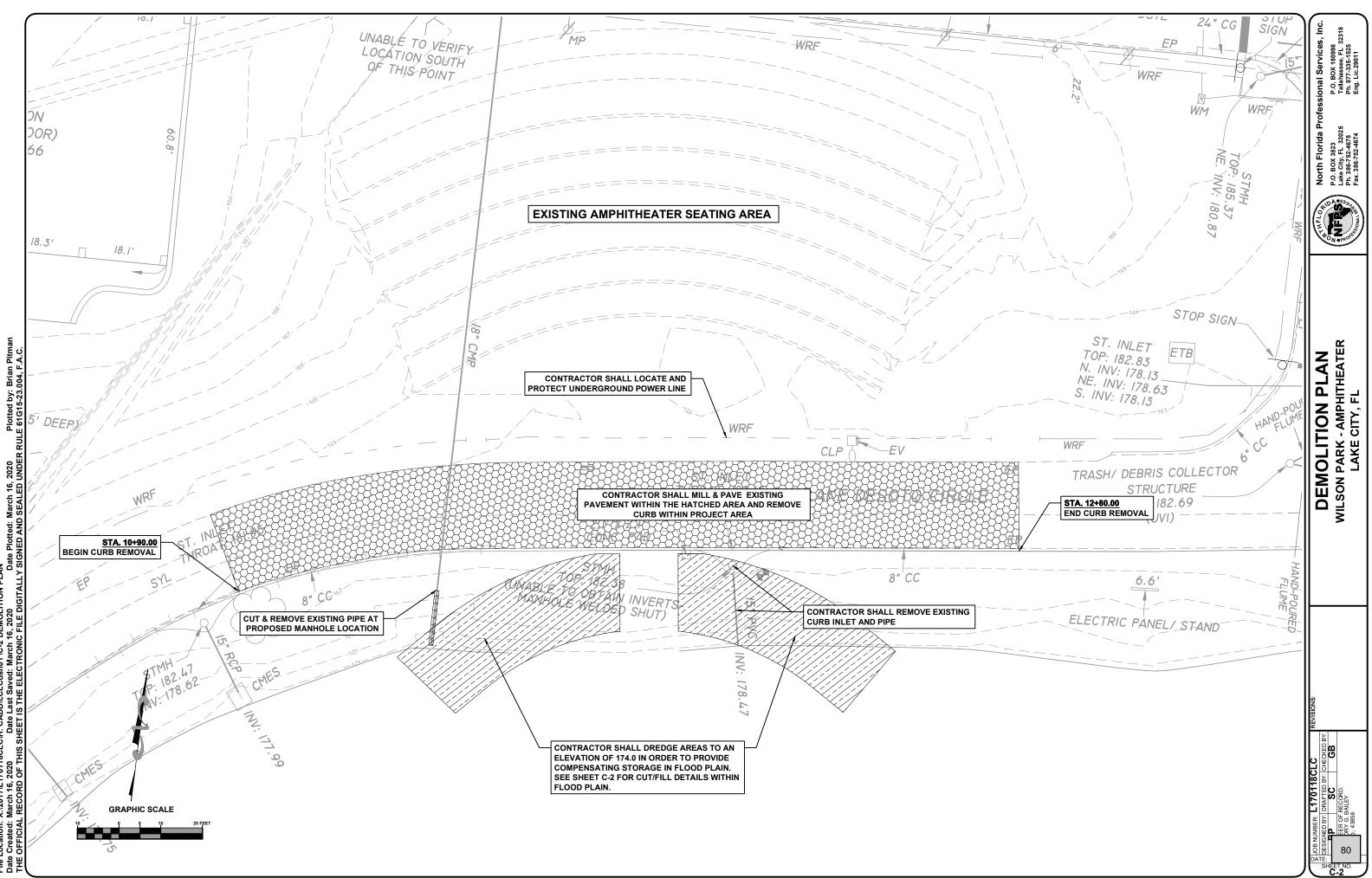
17. EXCESS DIRT SHALL BE REMOVED DAILY.

18. THIS PROJECT SHALL COMPLY WITH ALL WATER QUALITY STANDARDS. PERMIT REQUIRED FROM SRWMD HAS BEEN OBTAINED.

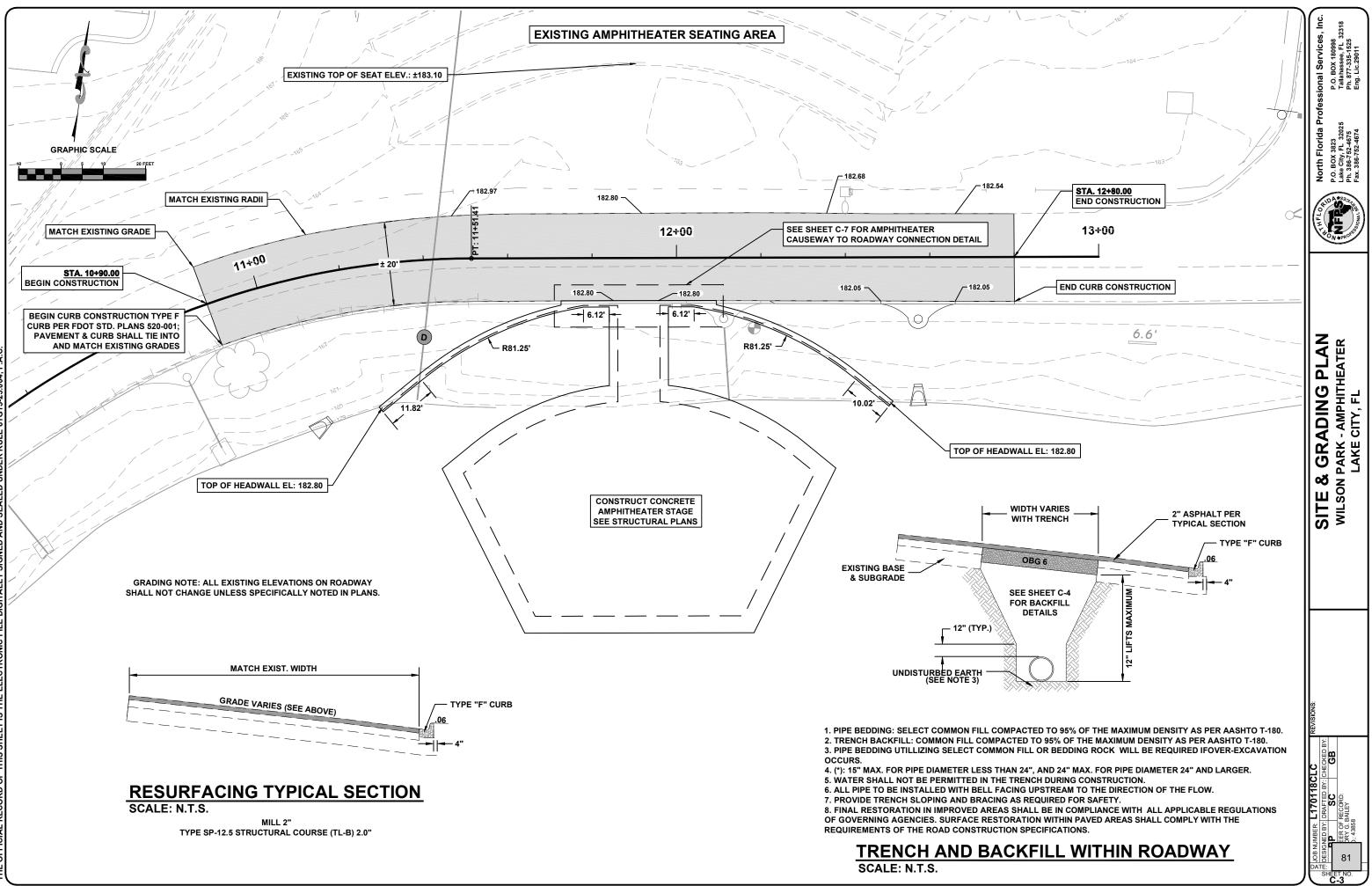
19. QUALIFIED PERSONNEL SHALL INSPECT THE AREA USED FOR STORAGE OF STOCKPILES, THE SILT FENCE AND STRAW BALES, THE LOCATION WHERE VEHICLES ENTER OR EXIT THE SITE, AND THE DISTURBED AREAS THAT HAVE NOT BEEN FINALLY STABILIZED, AT LEAST ONCE EVERY SEVEN CALENDAR DAYS AND WITHIN 24 HOURS OF THE END OF A STORM OF 0.5 INCHES OR GREATER.

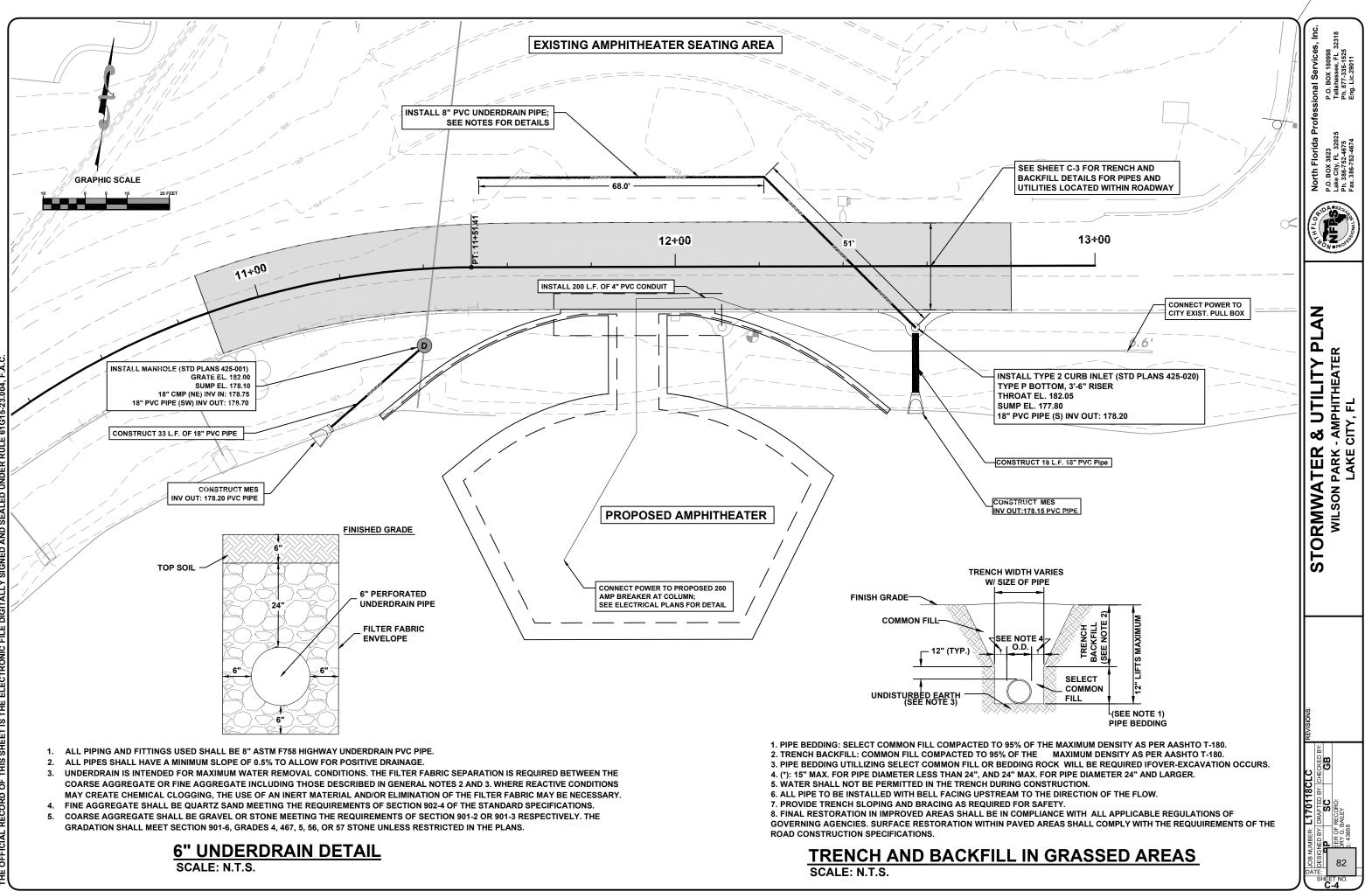
20. SITES THAT HAVE BEEN FINALLY STABILIZED WITH SOD OR GRASSING SHALL BE INSPECTED AT LEAST ONCE EVERY WEEK.

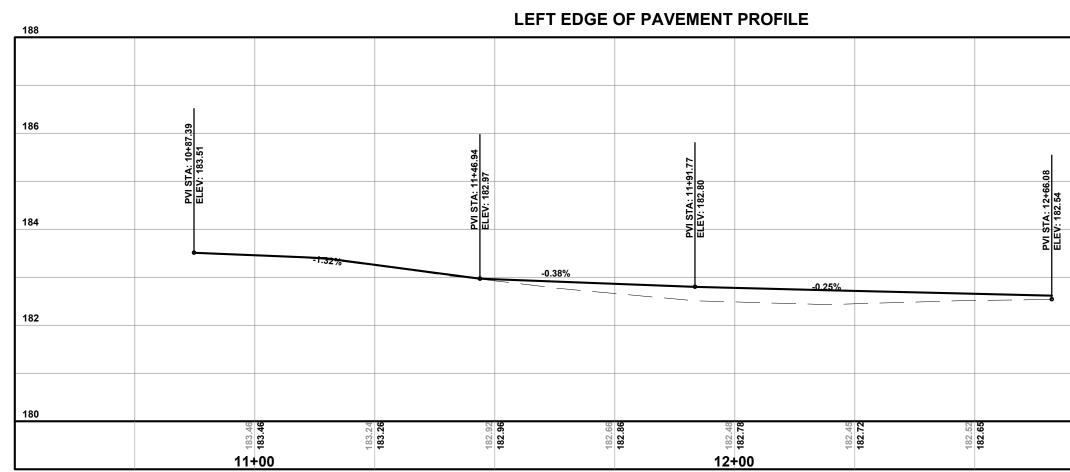
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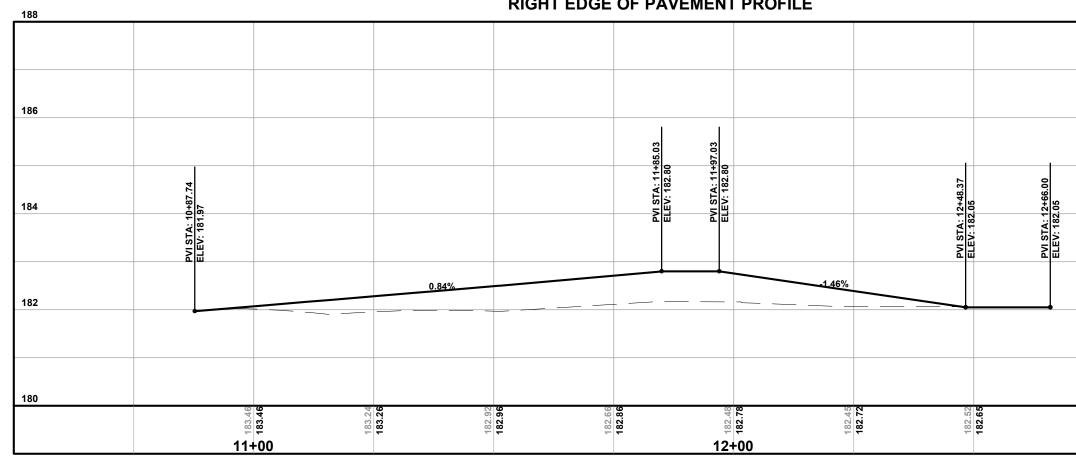


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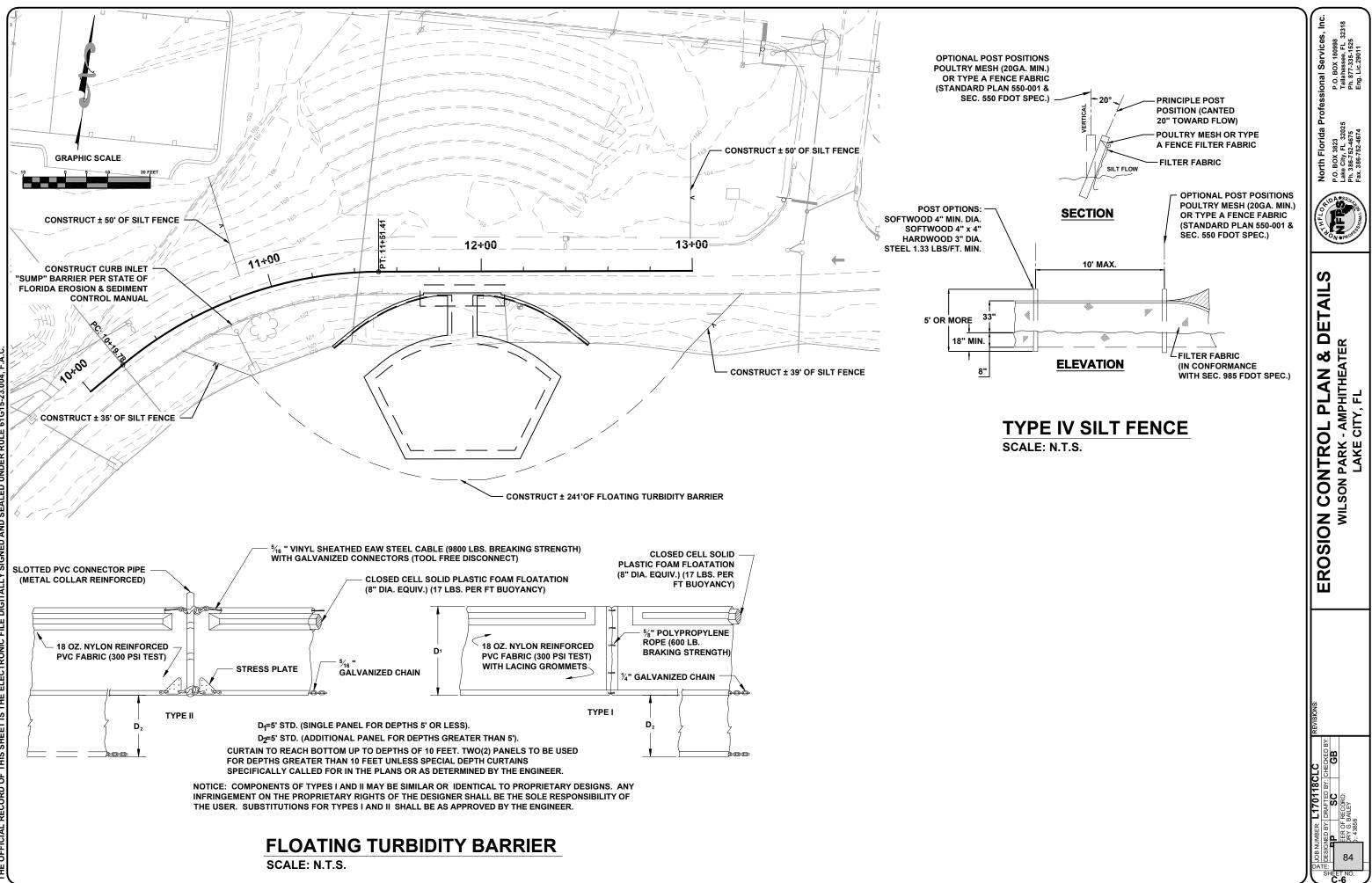




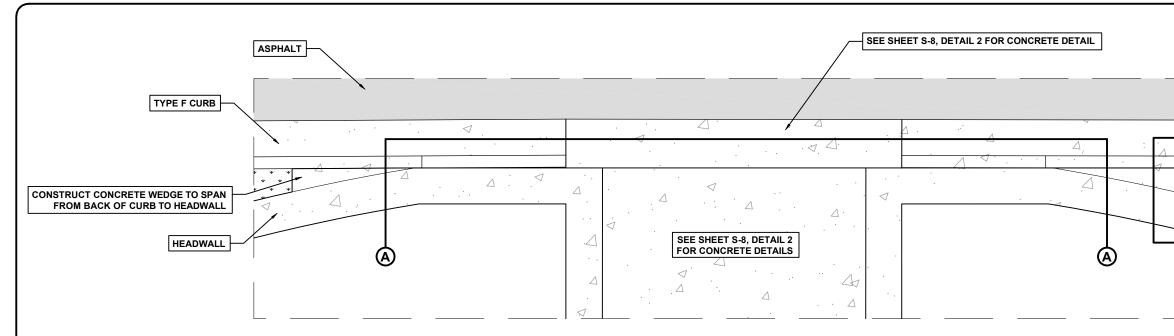
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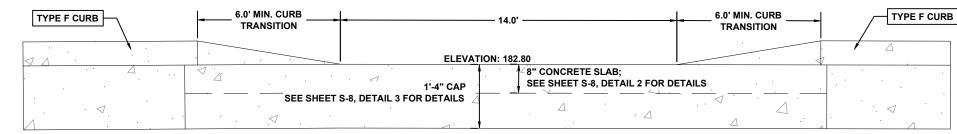
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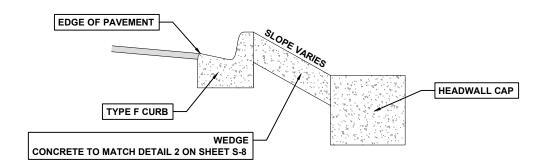
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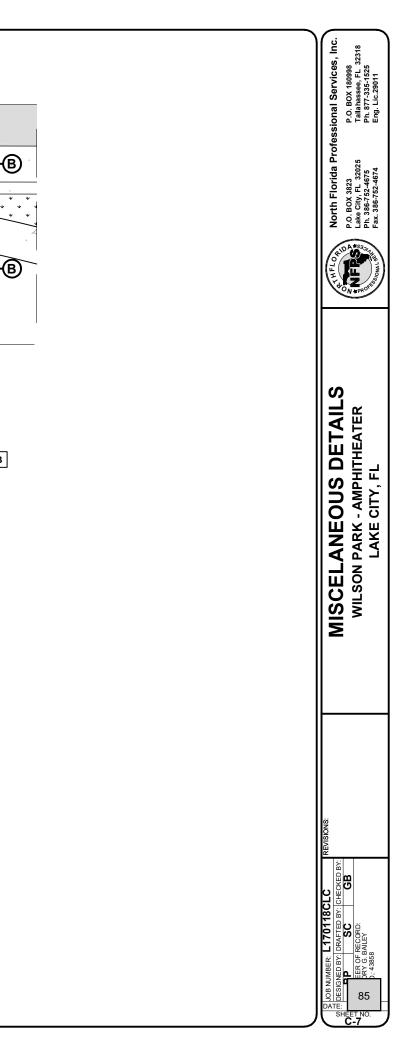
ENLARGED PLAN VIEW



SECTION A-A



SECTION B-B



File Attachments for Item:

15. Discussion and Possible Action - Police Officer Trainee Job Description (Interim Police Chief Gerald Butler)

MEETING DATE
3-7-22

CITY OF LAKE CITY Report to Council

COUNCIL AGENDA	
SECTION	
ITEM	
NO.	

SUBJECT: Added City of Lake City Classification-Police Officer Trainee

DEPT / OFFICE: Lake City Police Department

Originator:				
Interim Chief of Police Gerald Butler	Affe			
City Manager	Department Director	Date		
Interim Paul Dyal	Interim Chief of Police Gerald Butler	2-18-22		

Recommended Action:

Approve Classification Description for an added position within the City of Lake City.

Summary Explanation & Background:

The Lake City Police Department has begun a law enforcement officer trainee sponsorship program. This position will allow applicants who pass all pre-hiring requirements of the City of Lake City to attend a recognized law enforcement academy for the express purpose of becoming a police officer with the Lake City Police Department. Acceptance into this program also includes a commitment to remain in the employ of the Lake City Police Department. The Sponsorship program is funded through a Council-approved line item in the City Budget, FY 22.

Alternatives:

Continue with current recruitment venues, which do not produce a sufficient number of candidates to fulfil Police Department needs.

Source of Funds:

FY22 Budget: \$20,000.00 under 001.11.521-030.55

Financial Impact:

None

Exhibits Attached:

- 1. Draft of the Classification Description-Classification Title: Police Officer Trainee
- 2. Copy of FY22 Police Department Budget (line item on page 44)

City of Lake City, FL Classification Description

Classification Title: POLICE OFFICER TRAINEE Department: POLICE Pay Grade: 10 FLSA Status: Non-exempt

General Description

A training position involving attendance at a recognized law enforcement academy for the express purpose of becoming a police officer with the Lake City Police Department. This position requires commitment, diligence and initiative.

Work is performed under the supervision of the Field Evaluation and Training Program Sergeant and Administrative Division Commander. Performance is evaluated through observation and grades obtained.

The Police Officer Trainee is a sponsored full-time position with the Lake City Police Department. The Trainee is governed by the policies and procedures of the City of Lake City, the Lake City Police Department as well as the rules and regulations of the recognized law enforcement academy they are attending. Violations of any of these will subject the Trainee to discipline up to and including termination of sponsorship and employment.

Nature of Work

Essential Functions:

- **A.** Attend and successfully complete the Florida Department of Law Enforcement (FDLE) basic law enforcement certification course.
- B. Pass the FDLE state certification examination.
- **c.** Meet all standards required for employment as a police officer with the Lake City Police Department.
- D. This section of the job description is not intended to be a comprehensive list of duties and responsibilities of the position. The omission of specific job function or tasks does not absolve an employee from being required to perform additional tasks incidental to or inherent to the position.

Special Requirements:

A. Maintain passing grades at the designated Law Enforcement Academy.

Work Conditions:

B. Work conditions and hours will vary according to the curriculum, sometimes to include classroom environment and strenuous physical indoor and outdoor

activities. Work may be performed in any weather conditions.

Minimum Qualifications:

- A. Educational Requirements:
 - 1. High School Diploma or,
 - 2. General Equivalence Diploma
- **B.** Experience and Training:
 - 1. None
- C. Certification and Licensing:
 - 1. Current, valid Florida Driver's License.
- D. Other Requirements:
 - 1. Must be 19 years of age.
 - 2. Must be a citizen of the United States.
 - 3. Must pass the current City of Lake City pre-employment testing and background process.
 - 4. Must be willing to enter into a pre-employment agreement regarding length of LCPD employment.
- E. Skills and Abilities:
 - 1. Ability to analyze situations quickly and objectively and to determine proper course of action to be taken.
 - 2. Ability to cope with situations firmly, courteously and tactfully, and with respect for the rights of others.
 - 3. Ability to learn the geography of the City and its physical and social characteristics.
 - 4. Ability to understand and carry out oral and written instructions.
 - 5. Ability to read, write and speak effectively.
 - 6. Ability to meet physical requirements and standards.
 - 7. Ability to communicate effectively

- F. Essential Physical Skills:
 - 1. Light (up to 15 pounds) to heavy (45 pounds and over) lifting and carrying.
 - 2. Endure sustained acts of physical exhaustion and endure periods of duty under unfavorable and life-threatening situations.
 - 3. Ability to communicate both orally and in writing.
 - 4. Reaching, pulling, pushing, smelling.
 - 5. Climbing, walking, standing, crawling, kneeling, bending, stooping, jumping, running, driving.
 - 6. Depth perception.
 - 7. Distinguish colors.
 - 8. Acceptable eyesight. (with or without correction)
 - 9. Acceptable hearing. (without hearing aid)
 - 10. Pass any required physical testing mandated by LCPD and/or FCJSTC.

(Reasonable accommodations may be made to enable individuals with disabilities to perform the essential

functions.)

SELECTION GUIDELINES: Formal application, rating of education and experience; oral interview and reference check; job related tests might be required. The job description does not constitute an employment agreement with the employer, and requirements of the job change. By signing below, I am indicating I have read and concur with the above description of my job.

Signature

Date

Print Name

POLICE

001.11.521-030.44

General Fund 001

1,000.00 1,000.00 2,025.00 990.00 \$5,015.00

4,300.00 14,802.00 22,180.00 450.00 \$41,732.00

28,578.00 20,000.00 1,700.00 960.00 1,320.00 26,277.00 3,390.00 4,500.00 \$86,725.00

600.00 400.00 \$1,000.00

34,500.00 5,000.00 \$39,500.00

> 4,290.00 1,490.00 3,133.00 1,375.00

215,752.00

60,000.00

\$286,040.00

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CITY OF LAKE CITY

EXPENSES	
Account 030.31	- Operating Expense Professional Services
001.11.521-030.31	Accrediation
001.11.521-030.31	Mock Accrediation
001.11.521-030.31	Psychological Exam
001.11.521-030.31	Random Drug Testing
	Account 030.31 - Operating Expense Professional Services Totals
Account 030.34	Operating Expense Contractual Services
001.11.521-030.34	Generator Maintenance
001.11.521-030.34	Janitorial Services
001.11.521-030.34	New World/Sunguard Software Maintenance
001.11.521-030.34	Shredder Services
	Account 030.34 - Operating Expense Contractual Services Totals
Account 030.41 -	Operating Expense Communication Services
001.11.521-030.41	Aircards/DMS
001.11.521-030.41	AT&T Mobility
001.11.521-030.41	AT&T Pro Cabs
001.11.521-030.41	Cellphone
001.11.521-030.41	Comcast
001.11.521-030.41	Comcast Business
001.11.521-030.41	Long Distance/DMS
001.11.521-030.41	Verizon
	Account 030.41 - Operating Expense Communication Services
Account 030.42 -	Operating Expense Postage
001.11.521-030.42	Postage
001.11.521-030.42	UPS/FEDX Shipping
	Account 030.42 - Operating Expense Postage Totals
Account 030.43 -	Operating Expense Utility Services
001,11,521-030,43	FPL
001,11,521-030,43	Water Sewer Utility
	Account 030.43 - Operating Expense Utility Services Totals
Account 030.44 -	Operating Expense Rental & Leases
001.11.521-030.44	Copier Rental (Adminstration)
001.11.521-030.44	Copier Rental (Dispatch)
001.11.521-030.44	Copier Rental (Investigations)
001.11.521-030.44	Copier Rental (Records)
001.11.521-030.44	Enterprise Lease Rental Vehicles (27)
001 11 531 020 44	

Enterprise Lease Vehicles (13)

Account 030.44 - Operating Expense Rental & Leases Totals

Account 030.54	- Operating Expense Books, Subscription & Membership			
001.11.521-030.54	Coalition of Accreditation	300.00		
001.11.521-030.54	Crime Prevention Thru Environmental Design (CPTED dues)	75.00		
001.11.521-030.54	Florida Crime Handbooks (Traffic)	2,156.00		
001.11.521-030.54	Florida Crime Prevention Association & Dues	75.00		
001.11.521-030.54	Florida Police Accreditation Comm, (FLA-PAC)	75.00		
001.11.521-030.54	Florida Police Chiefs Association (FPCA)	350.00		
001.11.521-030.54	FRMA Membership Dues	270.00		
001.11.521-030,54	Government in Sunshine Manuals	75.00		
001.11.521-030.54	Gym Memberships	2,400.00		
001.11.521-030.54	Hootsuite (Annual)	360.00		
001,11.521-030.54	IACP Membership	150.00		
001.11.521-030.54	Lake City Reporter (Annual)	90.00		
001.11.521-030.54	Nat'l Asson. in Law Enforcement (NAWLEE) Dues	100.00		
001.11.521-030.54	PIO Dues	180.00		
001.11.521-030.54	Redaction Software	2,000.00		
001.11.521-030.54	ROCIC Membership	300.00		
001.11.521-030.54	Third Judicial Circuit Police Chiefs' Association	150.00		
001.11.521-030.54	Watchguard Cloud Storage Annual Subscription	3,000.00		
	Account 030.54 - Operating Expense Books, Subscription &	\$12,106.00		
Account 030.55 -	Operating Expense Training			
001.11.521-030.55	Background Investigation Training	5,780.00		
001.11.521-030.55	Command Staff-Supervisor, Civilian	3,000.00		
001.11.521-030.55	Continuing Education (Officers)	3,000.00		
001.11.521-030.55	Crime Prevention	1,500.00		
001.11.521-030.55	Defensive Tactics Training	6,000.00		
001.11.521-030.55	Diversity/Implicit Bias/De-escalation Training	5,000.00		
001.11.521-030.55	FLAPAC	150.00		
001.11.521-030.55	FRMA Certification Training for Records Clerks	580.00		
001.11.521-030.55	In-Service Training	3,000.00		
001.11.521-030.55	K-9 and Handler-Certification and Training	2,000.00		
001.11.521-030.55	PSCO Training/APCO Certification	3,000,00		
001.11.521-030.55	Sponsorship Program	20,000.00		
001.11.521-030.55	SRT Training	5,000.00		
001,11,521-030,55	Taser Instructor Certification Course	1,200.00		
	Account 030.55 - Operating Expense Training Totals	\$59,210.00		
Account 060.64 - Capital Outlay Machinery & Equipment				
001.11.521-060.64	PSAP ANI/ALI - 911 Upgrade Comm Center	75,000.00		
001.11.521-060.64	Sierra- New Cars	6,000.00		
	Account 060.64 - Capital Outlay Machinery & Equipment Totals	\$81,000.00		