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# CITY COUNCIL REGULAR SESSION

## CITY OF LAKE CITY

December 07, 2020 at 6:00 PM

Venue: Columbia County School Board Administrative Complex Auditorium

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## AGENDA

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

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

**Events Prior to Meeting - None**

**Pledge of Allegiance**

**Invocation - Mayor Stephen M. Witt**

**Roll Call**

**Proclamations - None**

**Minutes - None**

**Approval of Agenda**

**Presentations**

1. Brooke Frye, Columbia Health Advocate - Columbia County Speaking to the council about increasing the age to purchase tobacco to 21 and educating on a Tobacco Retail License and the benefits of having one in Lake City.
2. State of the Utilities Update - PowerPoint Presentation - Assistant City Manager Daniel Sweat and Executive Director of Utilities Paul Dyal
3. Utility Master Planning Process Presentation - Jamie Bell, P.E., CFM Jones Edmunds

**Persons Wishing to Address Council**

*Citizens are encouraged to participate in City of Lake City meetings. The City of Lake City encourages civility in public discourse and requests that speakers direct their comments to the Chair. Those attendees wishing to share a document and or comments in writing*

for inclusion into the public record must email the item to [submissions@lcfla.com](mailto:submissions@lcfla.com) no later than noon on the day of the meeting. Citizens may also provide input to individual council members via office visits, phone calls, letters and e-mail that will become public record.

## **Approval of Consent Agenda - None**

### **Old Business**

#### Ordinances

##### ***Open Public Hearing***

- [4.](#) City Council Ordinance No. 2020-2165 - (final reading) An ordinance of the City of Lake City, Florida, pursuant to Petition No. Anx 20-01, relating to voluntary annexation; making findings; annexing certain real property located in Columbia County, Florida, which is reasonable compact, and contiguous to the boundaries of the City of Lake City, Florida, into the boundaries of the City of Lake City, Florida; providing severability; repealing all ordinances in conflict; and providing an effective date. (Alligator Park)

First reading September 21, 2020

##### ***Close Hearing***

#### **Adopt City Council Ordinance No. 2020-2165 (final reading)**

Other Items - None

### **New Business**

#### Ordinances

- [5.](#) City Council Ordinance No. 2020-2174 - (first reading) An ordinance of the City of Lake City, Florida amending Section 102-36 of the City Code to provide for the waiver of impact fees for the development and construction of affordable housing; providing for repeal of ordinances in conflict; providing for severability; providing for codification; and providing an effective date.

#### **Adopt City Council Ordinance No. 2020-2174 (first reading)**

- [6.](#) City Council Ordinance No. 2020-2175 - (first reading) An ordinance of the City of Lake City, Florida, to provide for the waiving and suspension of water and sewer impact fees for a period of twelve (12) months as an inducement for economic development; requiring any applicant seeking to take advantage of the development incentive to apply for and acquire a building permit and commence construction of the development prior to the expiration of the development period; providing for severability; providing for conflicts; and providing an effective date.

**Adopt City Council Ordinance No. 2020-2175 (first reading)**Resolutions***Open Public Hearing***

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

***Close Hearing***

8. City Council Resolution No. 2020-135 - A resolution of the City Council of the City of Lake City, Florida authorizing the execution of a Construction and Maintenance Agreement with the State of Florida, Department of Transportation for the state to replace, install, or construct various signage, pavement markings, and flashing signs within school zones located within the city limits; and providing an effective date.
9. City Council Resolution No. 2020-136 - A resolution of the City Council of the City of Lake City, Florida, approving an addendum to the agreement with Tyler Technologies, Inc., F/K/A New World Systems Corporations, relating to electronic licenses and electronic permits as a cost not-to-exceed \$17,012.00 for the first year of the added services and thereafter at a cost not-to-exceed \$3,762.00 per year.
10. City Council Resolution No. 2020-137 - A resolution of the City Council of the City of Lake City, Florida, reappointing Vivian Douberly and Christopher Lydick to serve as members on the Planning and Zoning Board, the Board of Adjustments, and the Historical Board.
11. City Council Resolution No. 2020-138 - A resolution of the City Council of the City of Lake City, Florida authorizing Task Assignment Number Seventeen to the Continuing Contract with North Florida Professional Services, Inc., a Florida Corporation, for engineering services related to the redesigning of a drainage ditch near Northeast Jackson Avenue for a price not-to-exceed \$8,100.00.
12. City Council Resolution No. 2020-139 - A resolution of the City Council of the City of Lake City, Florida, ratifying the Mayor's extension of the State of Emergency arising from the Covid-19 Public Health Emergency.
13. City Council Resolution No. 2020-140 - A resolution of the City Council of the City of Lake City, Florida, authorizing the execution of a Memorandum of Understanding with the Institute for Justice Research and Development at Florida State University and Meridian Behavioral Health to research methods to reduce repeated interactions between law enforcement and individuals who

have severe mental health and substance abuse disorders and to identify ways to optimize the use of crisis stabilization units and post-discharge supports.

[14.](#) City Council Resolution No. 2020-141 - A resolution of the City Council of the City of Lake City, Florida, authorizing the execution of a Mutual Aid Agreement with participating agencies and the Florida Department of Law Enforcement to form a North Florida Child Abduction Response Team.

[15.](#) City Council Resolution No. 2020-142 - A resolution of the City Council of the City of Lake City, Florida authorizing the conveyance of an easement to a portion of the sidewalk on veterans street to the John G. Kuykendall Living Trust measuring approximately 48.75 feet.

#### Other Items

16. FY21 Vice Mayor Appointment (Mayor Witt)

FY20 Council Member Melinda Moses

FY21 Council Member Chris Greene

[17.](#) Discussion and Possible Action - Public Safety Advisory Committee - (Mayor Witt) Currently the City does not have a Public Safety Advisory Committee. If council would like to move forward with a Public Safety Advisory Committee a motion will be needed authorizing the City Attorney to prepare an ordinance to add the Public Safety Advisory Committee as a Standing Committee of the City Council.

[18.](#) FY 21 Committee Appointments (Mayor Stephen Witt)

#### FY20 Council Member Appointments

Airport Advisory - Mr. Hill (Chair) and Mayor Witt

Beautification Advisory - Ms. Moses and Mayor Witt (Chair)

Community Redevelopment Advisory - Ms. Moses (Chair) and Mayor Witt

Public Safety Advisory - Mr. Greene and Mr. Jefferson

Utility Advisory - Mr. Jefferson (Chair), Mr. Greene and Mr. Hill

Please note, per City Code a resolution is required to memorialize committee appointments.



Possible actions needed:

Accept FY21 Council Member Committee Appointments as presented by Mayor Witt

Appointment of non-council members to Standing Committees

19. Discussion and Possible Action - Structure for the Airport Committee (Roland Luster/Daniel Sweat)

### **Departmental Administration**

20. Discussion and Possible Action - Continuation of meetings at the Columbia County School Board Administrative Complex Auditorium (Joe Helfenberger)

21. Discussion and Possible Action - Master Plan Overview (Joe Helfenberger)

- [22.](#) Discussion and Possible Action - Lake City Utilities for the North Florida Mega Industrial Park (Joe Helfenberger)

### **Comments by Council Members**

### **Adjournment**

#### **Zoom CMT Information**

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

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

**Meeting ID:** 851 4391 0809#

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

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

**Meeting ID:** 851 4391 0809#

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

#### **Public Participation**

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

Those attendees wishing to share a document must email the item to [submissions@lcfla.com](mailto:submissions@lcfla.com) no later than noon on the day of the meeting.

Instructions for meeting attendance and participation are also available at [www.lcfla.com](http://www.lcfla.com) under the calendar entry for the corresponding City Council Regular Session Meeting.

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

### **Contingency Information**

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

**The public may attend the contingency plan meeting as follows:**

1-844-992-4726 (toll free)

**Enter access code:** 173 541 6832#

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

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

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

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

**File Attachments for Item:**

2. State of the Utilities Update - PowerPoint Presentation - Assistant City Manager Daniel Sweat and Executive Director of Utilities Paul Dyal



EXISTING WATER /  
WASTE WATER /  
GAS DISTRIBUTION

*City Council Meeting*  
*December 7, 2020*

# UNDERSTANDING THE EXISTING INFRASTRUCTURE – CUSTOMER BASE

- The number of customers using city supplied water is 8,912.
- The number of customers using city supplied gas is 2,319.
- The number of customers using the city's sewage system is 5,891.

# UNDERSTANDING THE EXISTING INFRASTRUCTURE – CUSTOMER BASE (CONT.)

- Currently the City of Lake City supplies water, waste water and gas services to ~7300 - 8500 customers in the Lake City and Columbia County, dependent upon billing cycle.
- The number of customers inside the city limits is as follows:
  - Gas – 2,319 “total for inside and outside city limits, gas rates are the same for both”*
  - Water – 5,356*
  - Sewage – 5,221*
- The number of customers outside the city limits is as follows:
  - Water – 3,566*
  - Sewage – 670*
- The number of residential customers is as follows:
  - Gas – 1,924*
  - Water – 7,538*
  - Sewage – 4,804*
- The number of commercial customers is as follows:
  - Gas – 395*
  - Water – 1,374*
  - Sewage – 1,087*

# UNDERSTANDING THE EXISTING INFRASTRUCTURE – EXISTING SYSTEM



# UNDERSTANDING THE EXISTING INFRASTRUCTURE – EXISTING SYSTEM (CONT.)

- Water
  - *Currently the city water system is supplied solely from the Price Creek Water Treatment facility.*
  - *The City of Lake City assumed responsibility for water distribution in 1846. Water was temporarily supplied from the Lake City Water Works Plant in 1935. The Putnam Street Water Treatment plant came on line in 1947.*
  - *There are 278.9 miles of mapped water piping in the Water System.*
  - *Currently the yearly running daily average production is 3,347,342 gallons.*
  - *Currently only 75% of all water lines in the city's system have been mapped and are verified in the Geographic Information System (GIS) mapping.*
  - *Currently the Water Department, Distribution and Collections and the GIS group are working to pull information into GIS.*



# UNDERSTANDING THE EXISTING INFRASTRUCTURE – EXISTING SYSTEM (CONT.)



Photo by Florida Aerial Services, Inc

092407-7198

Price Creek Water Treatment Plant

# UNDERSTANDING THE EXISTING INFRASTRUCTURE – EXISTING SYSTEM (CONT.)

- Price Creek Water Treatment Plant
  - *The Price Creek Water Treatment Plant went into operation in 2007.*
  - *Currently the plant is operating at 80% of the water use permit (WUP), which regulates the plant to 4.1906 mgd on average.*
  - *The plant currently operates at 3.347 mgd average.*
  - *The plant is permitted by Florida Department of Environmental Protection (FDEP) to produce 9.0 mgd and is capable of meeting this production.*
  - *If the plant were permitted and expansion were completed, the plant is capable of producing 18.0 mgd.*

# UNDERSTANDING THE EXISTING INFRASTRUCTURE – EXISTING SYSTEM (CONT.)

- Waste Water
  - *The City of Lake City assumed responsibility for sanitary sewage in 1928 with the Margaret Road Wastewater Treatment Plant.*
  - *There are 44.83 miles of sanitary sewage forced main piping and 57.80 miles of gravity sewage mapped in the waste water system at this time.*
  - *Currently the city waste water system is operated using the St. Margarets Street and the Kicklighter facilities for waste treatment and the Spray Field and Wetlands for waste water reintroduction into the aquifer.*
  - *Currently there are 66 City maintained lift stations in use at this time, with two more for the I-75 / SR 47 interchange to be added.*
  - *Currently only ~50% of all sewage lines in the city's system have been mapped and are verified in the Geographic Information System (GIS) mapping.*
  - *Currently the Waste Water Department, Distribution and Collections and the GIS group are working to pull information into GIS.*



# UNDERSTANDING THE EXISTING INFRASTRUCTURE – EXISTING SYSTEM (CONT.)



Kicklighter Water Reclamation Facility

# UNDERSTANDING THE EXISTING INFRASTRUCTURE – EXISTING SYSTEM (CONT.)

- Saint Margarets Waste Water Treatment Plant Summary
  - **1988**
    - installed the headworks screening area
    - influent pumping station
    - process piping
    - Generator replacement.
  - **1995**
    - installed a belt filter press for sludge dewatering
    - installed a 3<sup>rd</sup> clarifier
  - **2013**
    - upgraded the 2 original Clarifiers with modern equipment
  - **2017**
    - upgraded the original digester equipment from mechanical aeration to jet aspiration
    - replaced the original influent pumps with dry pit submersible Flygt pumps
  - **2018-2020**
    - replaced the belt filter press with a Centrifuge for better sludge dewatering,
    - replaced the original Return Activated Sludge pumps with Flygt dry pit submersible pumps
    - replaced the two standby generators with one 1500kw generator that will run the entire plant when there is a power outage
  - **2021-2023**
    - the City plans to upgrade the Aeration Systems 6 mechanical aerators that have been in operation since the 1970
    - Upgrade Clarifier 3 to match the other two clarifiers for more consistent operations
    - Upgrade Headworks screening and grit removal
    - Replace effluent pumps
    - Replace various in plant piping and valves

## UNDERSTANDING THE EXISTING INFRASTRUCTURE – EXISTING SYSTEM (CONT.)

- The Saint Margarets Waste Water Treatment Plant Annual Average Daily Flow (AADF) is currently at 1.75 mgd, thereby leaving 1.25 mgd of available capacity.
- The Kicklighter Water Reclamation Facility AADF is currently at 0.43 mgd, thereby leaving 2.57 mgd of available capacity.
- Effluent Disposal sites AADF is currently at 2.31 mgd, thereby leaving 0.69 mgd of available capacity.

# UNDERSTANDING THE EXISTING INFRASTRUCTURE – EXISTING SYSTEM (CONT.)

- Public Access Reuse (PAR)
  - *Currently the PAR system is not in use.*
  - *The PAR was designed with a chlorine contact chamber (CCC) as part of the 1.5 million-gallon reclaimed water (RCW) tank. This arrangement requires that the unit is operated 24 hours per day, thereby requiring waste water technicians on site during this time.*
  - *Since operation is only for 8 hours each day, the chlorine residuals drop below the acceptable standards and the unit must recirculated to ensure re-chlorination.*
  - *It has been proposed to move the CCC from within the storage tank and operating it as a free-standing unit. This will allow for quicker re-chlorination and recirculation*
  - *This project will allow for the utility to maintain the required levels of chlorine residuals and consistently produce RCW meeting PAR requirements. Production rates will increase up to 1.5 mgd of RCW.*
  - *At this time there is a contract with a local farmer to receive .5 mgd of RCW when it is available.*

# UNDERSTANDING THE EXISTING INFRASTRUCTURE – EXISTING SYSTEM (CONT.)

- Natural Gas
  - *Currently the city gas system is supplied by Florida Gas Transmission, with a back feed from People's Gas should the need arise and only in emergencies.*
  - *The City of Lake City assumed responsibility for gas distribution in 1958.*
  - *There are ~350 miles of gas piping in the Natural Gas System, with 228 miles as main supply. It must be understood that these numbers are fluid though, due to the fact that laterals are not included as part of the annual report and due to addition and retirement of lines.*
  - *In October 2020 the gas department reported a usage of 39,495 Mcf.*
  - *Currently only 95% of all gas lines in the city's system have been mapped and are verified in the Geographic Information System (GIS) mapping.*
  - *Currently the Gas Department, Distribution and Collections and the GIS group are working to pull information into GIS.*



# HOW DID WE GET IN THIS POSITION?

- Antiquated methods for information gathering and documentation in the past.
- Lack of foresight into preventative maintenance and permanent repairs in the past.
- Poor engineering in the past.
- Survey providers are backed up 6 to 8 weeks due to COVID and growth in the area.
- Lack of resources to conduct comprehensive piping survey (i.e. staffing).

# ANTIQUATED METHOD INFORMATION GATHERING

- Before the advent of widespread computer use, information gathered on the City's piping system arrangement was hand written, word of mouth or stored in the head of an operator or engineer.
- Drawings are incorrect and have not been verified or validated. In some instances, locations are given not by GPS, but by local landmarks (i.e. 15 feet from big oak tree).
- Prior to 2007 GIS was not used for information gathering and even after implementation it was not until 2012 that the information input into the system was being verified for accuracy and began to be completed.

# MAINTENANCE

- Currently the piping arrangement in the City of Lake City consists of piping of varying construction. Some of the piping is well over 50 years-old in some areas and up to 100 years-old or more in others.
  - *Terra Cotta (oldest)*
  - *Plastic*
  - *PVC*
  - *Cast iron*
  - *HDPE*
  - *Steel*
  - *Polyethylene*

## MAINTENANCE (CONT.)

- Currently there is not a Computerized Maintenance Management System (CMMS) in use for corrective, preventative or predictive maintenance.
- The majority of work prior recently has been corrective, or reactive, in nature based on budget restraints.

# POOR ENGINEERING

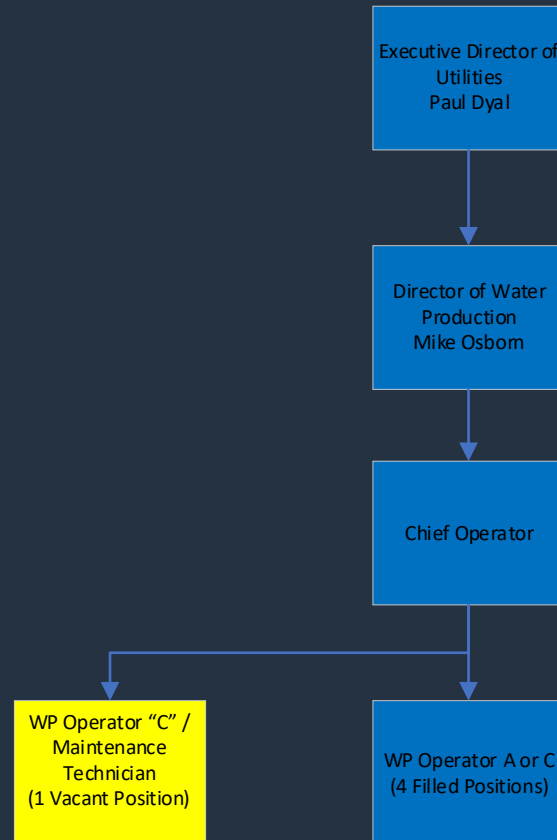
- Engineering in the past was done with an emphasis on budget and not good engineering principles.
- Installing undersized piping at road crossings and along force mains have caused bottle necks, requiring repairs and / or replacement.
- During project design, in the past, little thought was given to the growth of Lake City or Columbia County. Stub outs ( JIC's) were not installed for additional lines to be added.

# SURVEYS

- Currently survey crews are requiring 6 to 8 weeks notice before work may be performed due to COVID and growth.
- Growth in the Lake City / Columbia County areas have inundated surveyors causing these delays.

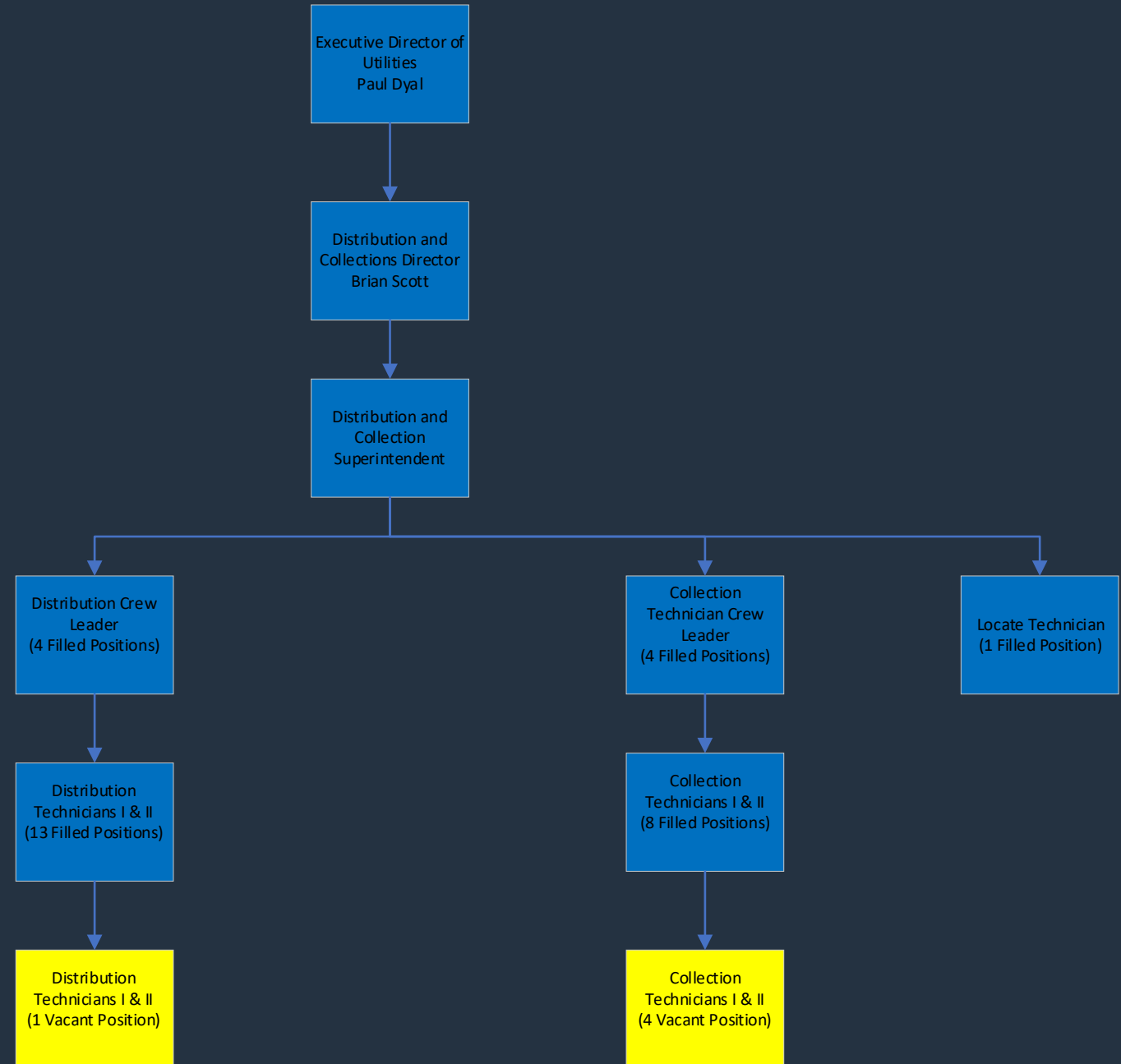
# STAFFING

- Water



# STAFFING (CONT.)

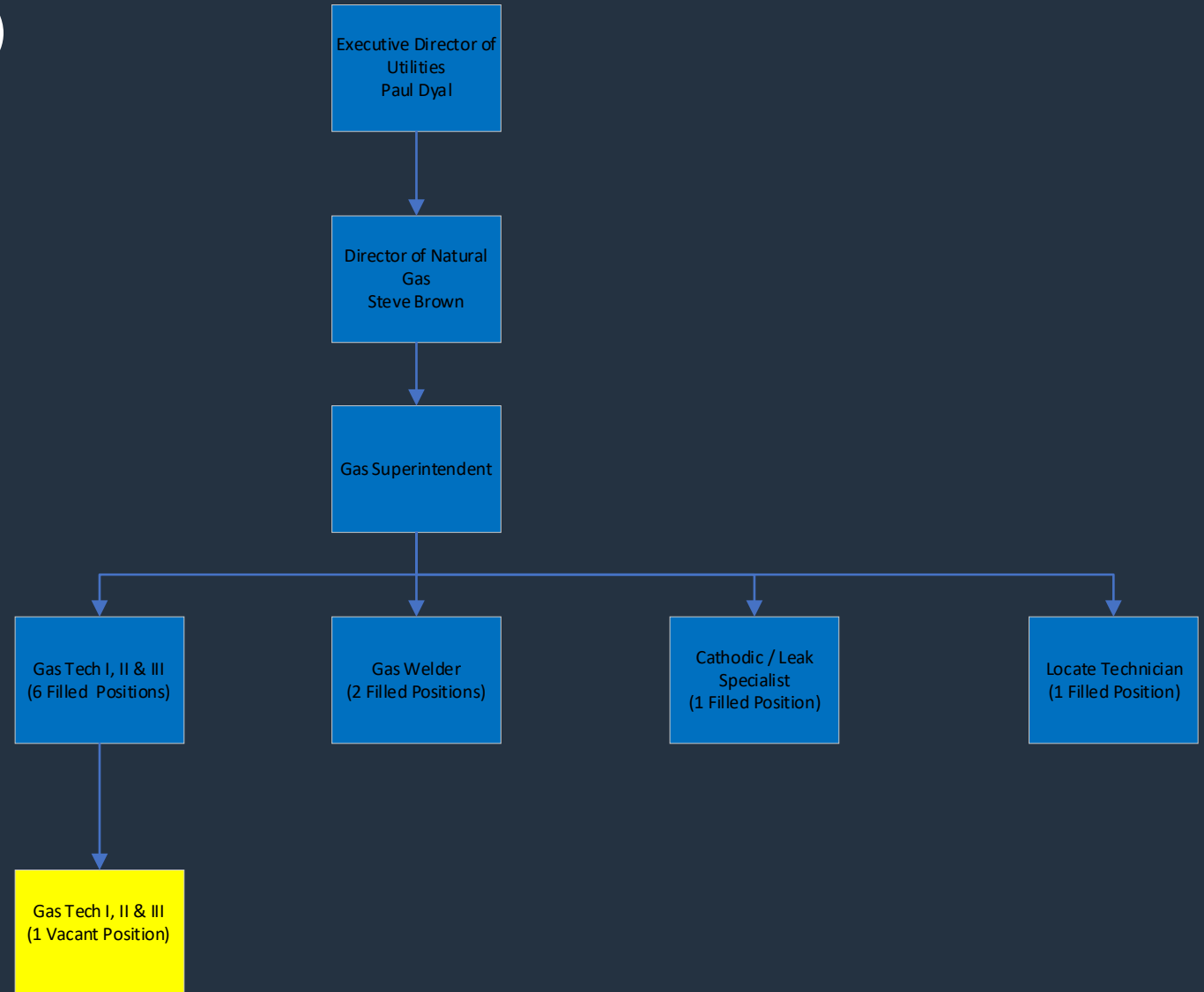
- Distribution and Collections





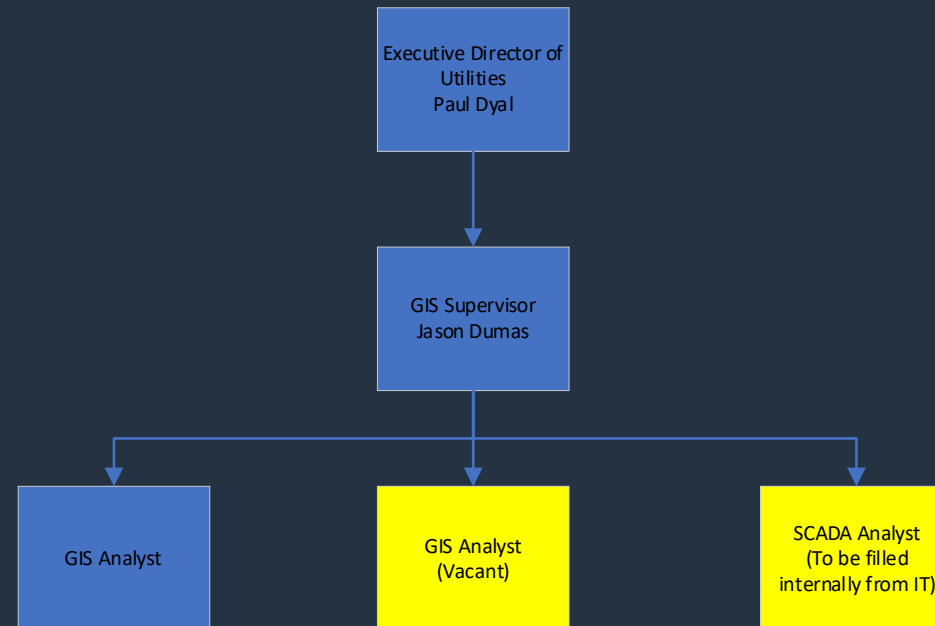
# STAFFING (CONT.)

- Natural Gas



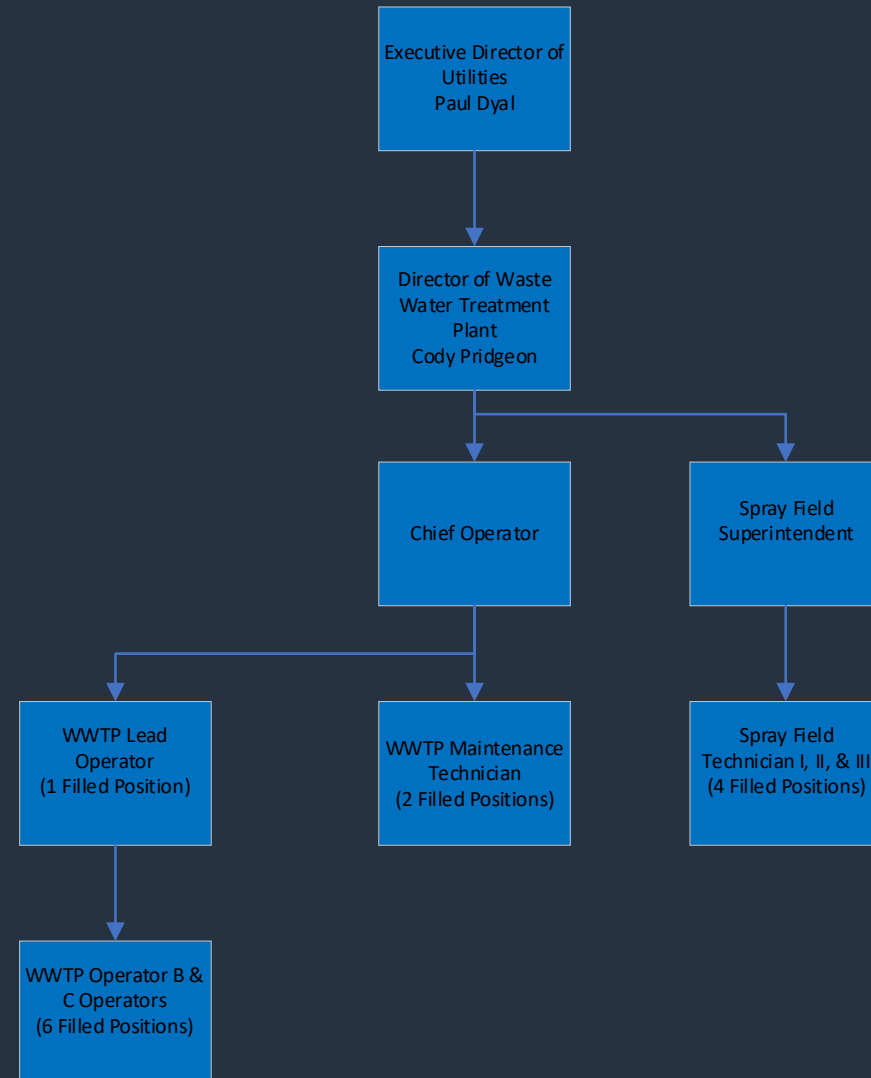
# STAFFING (CONT.)

- GIS



# STAFFING (CONT.)

- Waste Water



# STAFFING (CONT.)

- Issues Surrounding Trying to Hire New Staffing
  - *Lack of qualified candidates*
  - *Lack of skill sets required to perform the work; specifically GIS*
  - *Pay*
    - Applicants are offered more in surrounding areas or not versed in the benefit packages available from the City of Lake City
  - *Job duties*
    - Specifically in the area of collections, many applicants are confused by the job title and do not wish to go forward in the process

# OVERCOMING OBSTACLES

- In light of all the aforementioned obstacles we are still able to move forward with solutions. Some of the methods are listed below:
  - *Information gathering*
    - GIS Department are actively working with the Distribution and Collections Department and the Natural Gas Department to identify piping arrangements, fire hydrant locations, manhole locations, etc. as they are in the field.
    - It is recommended that a written change management process be established with a single point of contact being identified to make changes to existing drawings and records.

# OVERCOMING OBSTACLES (CONT.)

- Maintenance
  - *Utility personnel in the last few years have begun the process to become more proactive with maintenance.*
  - *A CMMS will be required as we move forward to begin tracking and scheduling preventative and predictive maintenance.*
  - *Utility personnel have begun to identify piping in the field and are actively working for funding to replace old outdated piping.*
  - *Distribution and Collections has begun a program to repair / replace fire hydrants and manholes as part of a corrective and preventative maintenance program.*

# OVERCOMING OBSTACLES (CONT.)

- Poor Engineering
  - *Currently the City of Lake City has contracted with a number of outside engineering firms to ensure projects are not only correct, but meet the need for expansion and growth.*
  - *It is highly recommended that a Utility Engineer be hired to assist with the number of engineered projects that the City is doing, or are planning on performing in the future.*
    - This will add a level of oversight for contracted engineered work, lessen the need for contracted engineering thereby lowering costs, and will allow for utility personnel assistance sooner.

# OVERCOMING OBSTACLES (CONT.)

- Surveys
  - *The GIS Department is working with a number of survey companies to expedite this process though.*
  - *Better planning by both City and County personnel to facilitate and plan for survey work is essential to improve this function.*



# OVERCOMING OBSTACLES (CONT.)

- Staffing
  - *Ensuring applicants understand the minimum requirements.*
  - *Cast a wider net to draw a more qualified and diverse applicant pool.*
  - *Change the way we post openings for clarity.*
  - *Work with local high schools, colleges, churches, and youth groups to find qualified applicants.*
  - *Ensure that the City of Lake City uses opportunities with potential applicants to help them understand that, although the pay may not be as competitive with other industries in the area, the benefit package and retirement more than makes up for this shortcoming.*

# OBSTACLES TO OPPORTUNITIES

- Although we have identified obstacles at this present time, this does not mean they cannot be viewed as opportunities for the City of Lake City.
- Staffing issues have been identified and Human Resources, along with Utilities, is making an effort towards educating applicants and casting a wider net.
- Engineering deficiencies have led senior management to understand the importance of an in-house engineer who is dedicated to the City of Lake City.
- Maintenance issues are being identified and repairs are in whole and not piece milled.
- Failure to record information in the past has signaled utility personnel to understand the importance of gathering correct information and ensuring it is recorded correctly.

**File Attachments for Item:**

4. City Council Ordinance No. 2020-2165 - (final reading) An ordinance of the City of Lake City, Florida, pursuant to Petition No. Anx 20-01, relating to voluntary annexation; making findings; annexing certain real property located in Columbia County, Florida, which is reasonable compact, and contiguous to the boundaries of the City of Lake City, Florida, into the boundaries of the City of Lake City, Florida; providing severability; repealing all ordinances in conflict; and providing an effective date. (Alligator Park)

First reading September 21, 2020

ORDINANCE NO. 2020-2165

AN ORDINANCE OF THE CITY OF LAKE CITY, FLORIDA, PURSUANT TO PETITION NO. ANX 20-01, RELATING TO VOLUNTARY ANNEXATION; MAKING FINDINGS; ANNEXING CERTAIN REAL PROPERTY LOCATED IN COLUMBIA COUNTY, FLORIDA, WHICH IS REASONABLY COMPACT, AND CONTIGUOUS TO THE BOUNDARIES OF THE CITY OF LAKE CITY, FLORIDA, INTO THE BOUNDARIES OF THE CITY OF LAKE CITY, FLORIDA; PROVIDING SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE

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

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

Section 1. Pursuant to a petition, ANX 20-01, by the Board of County Commissioners of Columbia County, Florida, the owner of real property, as described below and depicted on Schedule A: Location Map, attached hereto and incorporated as part of this ordinance, which real property is contiguous to the existing boundaries of the City and is reasonably compact, has petitioned the City to have said real property annexed into the City.

A parcel of land lying within Sections 4 and 9, Township 4 South, Range 17 East, Columbia County, Florida, being more particularly described, as follows: Commence at the Northwest corner of said Section 9; thence South 00°47'19" East 1,032.27 feet, along the West line of said Section 9, for the Point of Beginning; thence South 00°47'19" East 991.98 feet, along the West line of said Section 9; thence South 89°06'49" East 2,389.62 feet; thence South 01°43'17" East 498.16 feet; thence South 89°06'49" East 210.00 feet; thence South 01°43'17" East 110.53 feet to the North right-of-way line of Southeast Klondike Place; thence South 89°15'19" East 30.00 feet, along said North right-of-way line of Southeast Klondike Place; thence South 01°43'17" East 30.00 feet, along the East right-of-way line of Southeast Custer Way to the South line of the Northeast 1/4 of said Section 9; thence South 89°15'19" East 185.04 feet, along said South line of the Northeast 1/4 of said Section 9 and also being the North line of Lot 47 of Woodhaven Unit II, as recorded in the Public Records of Columbia County, Florida, to the Northeast corner of Lot 47 of said Woodhaven Unit II as recorded in the Public Records of Columbia County, Florida; thence North 01°47'51" West 42.15 feet to the Southerly edge of the waters of Price Creek; thence South 62°31'34" East, along said Southerly edge of the waters of Price Creek, 37.85 feet; thence South 84°42'22" East still, along said Southerly edge of the waters of Price Creek, 120.15 feet; thence South 01°47'51" East 24.24 feet to the Northeast corner of Lot 35 of said Woodhaven Unit II as recorded in the Public Records of Columbia County, Florida; thence South 65°40'18" East 448.00 feet, along the Northerly line of Lots 34, 26 and 25 of said Woodhaven Unit II, as recorded in the Public Records of Columbia County, Florida; thence Easterly, along the meander of the Southerly edge of the waters of Price Creek having the following chord bearings and chord distances, North 79°35'56" East 254.05 feet; thence South 73°49'18" East 219.57 feet; thence North 70°40'31" East 420.68 feet; thence South 28°57'33" East 241.05 feet; thence South 83°02'46" East 599.12 feet; thence South 39°08'56" East 96.25 feet; thence South 59°12'06" East 205.59 feet to the West right-of-way line of County Road 133; thence North 02°27'46" West 1,203.52 feet, along said West right-of-way line of County Road 133; thence North 89°06'49" West 1,254.18 feet; thence North 02°09'59" West 1,640.32 feet; thence North 61°03'33" West 156.14 feet; thence North 09°22'41" West 140.47 feet; thence North 83°18'08" East 151.80 feet; thence North 02°09'58" West 58.70 feet to the Northwest corner of the Northeast 1/4 of the Northeast 1/4 of said Section 9; thence South 88°41'00" East 395.29 feet; thence North 06°20'09" East 878.99 feet; thence South 88°40'51" East 774.40 feet the West right-of-way line of County Road 133; thence North 00°11'10" East, along said West right-of-way line of County Road 133, a distance of 997.67 feet; thence North 89°24'53" West 1,258.59 feet; thence North 00°18'26" West 857.75 feet to the Northeast corner of the

Northwest 1/4 of the Southeast 1/4 of said Section 4; thence South 89°43'48" West 234.59 feet; thence North 04°23'50" East 333.99 feet; thence North 86°32'48" West 749.95 feet; thence South 00°18'50" East 381.83 feet; thence South 89°43'47" West 294.52 feet to the Southeast corner of the Northwest 1/4 of said Section 4; thence North 00°41'35" West 1,677.60 feet; thence South 88°40'46" West 458.81 feet; thence South 00°33'34" West 5,333.59 feet; thence South 88°24'32" West 1,875.72 feet to the Point of Beginning.

Containing 361.00 acres, more or less.

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

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

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

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

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

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

Section 7. Effective January 1, 2021, all real property lying within the boundaries of the City, as hereby redefined, shall be assessed for payment of municipal ad valorem taxes, and shall be subject to all general and special assessments.

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

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

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

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

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

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

PASSED UPON FIRST READING on the 21st day of September 2020.

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 December 2020.

Attest:

CITY COUNCIL OF THE  
CITY OF LAKE CITY, FLORIDA

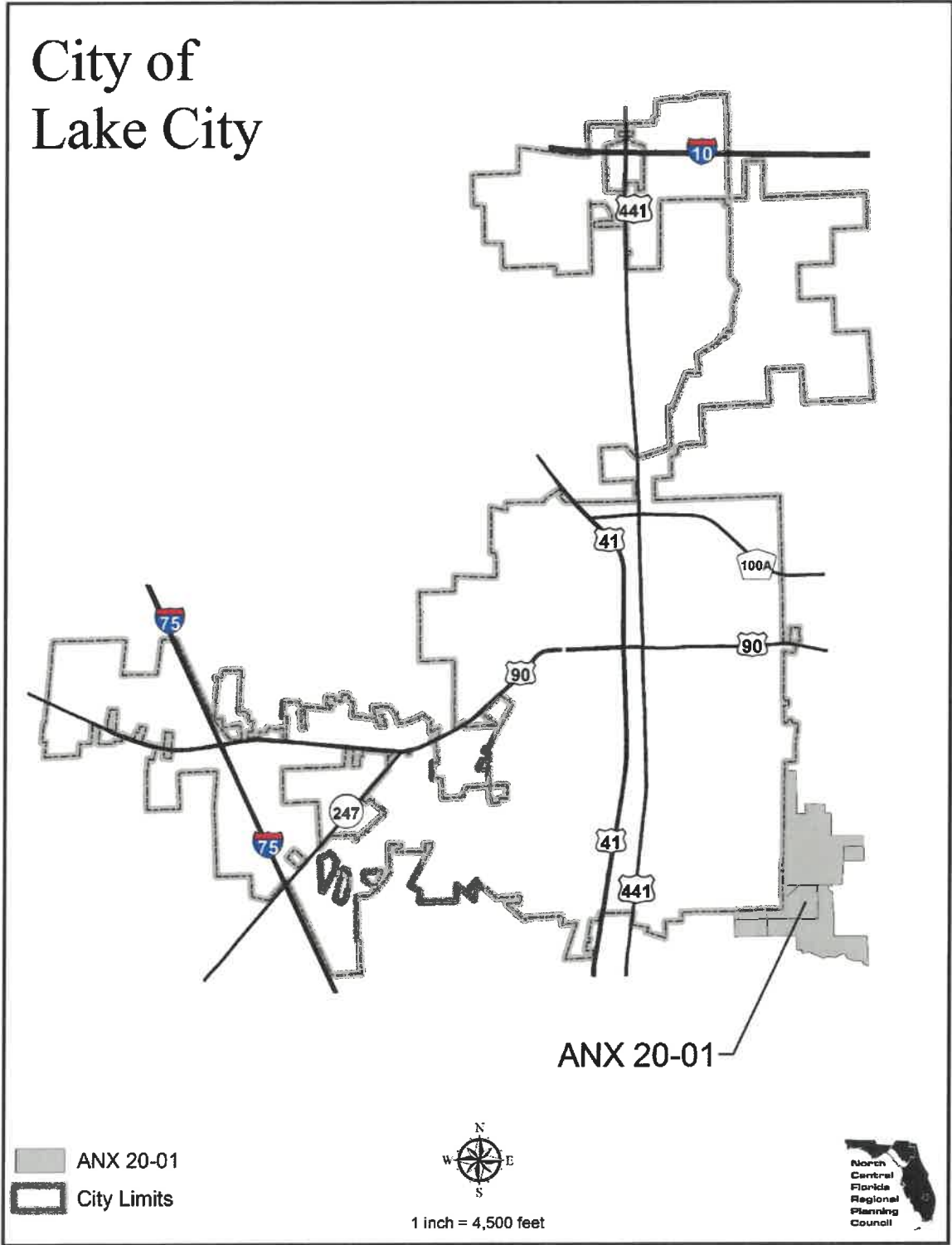
\_\_\_\_\_  
Audrey Sikes, City Clerk

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

APPROVED AS TO FORM AND LEGALITY:

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

Schedule A: Location Map

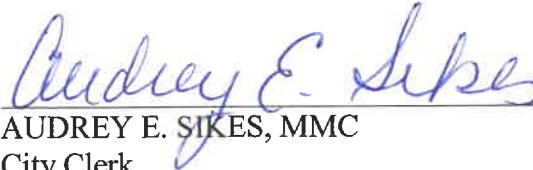


**Record of Vote on First Reading**

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

**Certification**

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

  
AUDREY E. SIKES, MMC  
City Clerk



**Record of Vote on Second and Final Reading**

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

**Certification**

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

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

**File Attachments for Item:**

5. City Council Ordinance No. 2020-2174 - (first reading) An ordinance of the City of Lake City, Florida amending Section 102-36 of the City Code to provide for the waiver of impact fees for the development and construction of affordable housing; providing for repeal of ordinances in conflict; providing for severability; providing for codification; and providing an effective date.

**Adopt City Council Ordinance No. 2020-2174 (first reading)**

**CITY COUNCIL ORDINANCE NO. 2020-2174**

**AN ORDINANCE OF THE CITY OF LAKE CITY, FLORIDA AMENDING SECTION 102-38 OF THE CITY CODE TO PROVIDE FOR THE WAIVER OF IMPACT FEES FOR THE DEVELOPMENT AND CONSTRUCTION OF AFFORDABLE HOUSING; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Lake City, Florida (“City”), in compliance with section 166.0451, Florida Statutes, has identified real property within its jurisdiction owned by the City that is appropriate for use as affordable housing; and

**WHEREAS**, the City desires to offer appropriate parcels of real property to the public with the restriction that the properties be developed as permanent affordable housing; and

**WHEREAS**, in order to promote the development and construction of permanent affordable housing within the City, the City Council finds that a waiver of impact fees otherwise charged by the City is necessary; and

**WHEREAS**, sections 166.04151(4) and 163.31801(9), Florida Statutes, give the City the ability to provide incentives to developers of affordable housing, including the ability to waive impact fees.

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

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

**Section 2.** That Section 102-38 of the Code of the City of Lake City, Florida is hereby amended to read as follows (additions are underlined and deletions are ~~stricken~~):

**Sec. 102-38 Exemptions; creation of impact fee trust fund.**

(a) Notwithstanding the schedules of impact fees provided by section 102-36, such fees may be waived by duly adopted resolution of the city council in circumstances substantially satisfying the following criteria:

- (1) The proposed connection is for an existing, in place utility system having more than 20 online customers, or customers whose aggregate use exceeds 20 ERUs; or
- (2) The value of the facilities to be connected to the city system is equal to or exceeds the value of the applicable impact fee or fees which would otherwise be charged if this subsection were not applied; or
- (3) The proposed connection is consistent with prevailing regional utility plans, as set out in the city utility master plans or the 201 facilities plan; or
- (4) The proposed connection(s) is for affordable housing that complies with the following requirements:
  - (i) Such development shall consist of 100 percent affordable housing units for families or individuals.
  - (ii) If the project is providing affordable rental housing, then such development shall have secured its necessary low-income housing tax credits from Florida Housing Finance Corporation and shall submit proof of such to the city council in connection with the request for waiver; and
  - (iii) If the project is providing affordable home ownership, then, prior to the issuance of building permits, the applicant shall provide the city with a covenant and deed restrictions, in forms acceptable to the city attorney, which assure that such units remain affordable for a period of at least thirty (30) years and that the home owner(s) are responsible for submitting proof of such to the city manager, or a designee, on an annual basis, and the required covenants shall include enforcement and penalty language to address non-compliance.

As used in this section, *affordable housing*, shall have the same meaning as set forth in Florida Statute § 420.0004(3) or any successor statute and means the monthly rents or monthly mortgage payments including taxes, insurance and utilities do not exceed thirty (30) percent of that amount which represents the percentage of the median adjusted gross annual income for the households with extremely low, low, moderate or very low income as defined in subsections (9), (11)

and (12) and (17), respectively of Florida Statute § 420.0004 (2020).

(b) Procedure for Requesting Waiver.

Any developer or owner of property qualifying for one of the exemptions set forth in Sec. 102-38(a), may apply in writing to the city for the waiver of the impact fees ordinarily required under Sec. 102-36. All applications for waiver shall set forth the circumstances supporting the request, together with such supporting information. The council may grant a waiver from the fees ordinarily required under Sec. 102-36, following a public hearing, upon finding that the requested waiver meets the criteria set forth in Sec. 102-38(a).

~~(b)~~ (c) There is hereby created in the city accounting system an account to be known as the impact trust fund, into which all impact fees imposed by section 102-36 shall be deposited. The impact fee trust fund, together with any interest earnings hereon, shall be kept separate and distinct from all other funds and shall be expended only for the purpose of making major emergency repairs, extending or oversizing, separating or constructing new additions to the water and sewer systems, or as otherwise provided for in this section.

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

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

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

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

**PASSED** upon first reading this \_\_\_\_ day of December 2020.

**NOTICE PUBLISHED** on the \_\_\_\_\_ day of \_\_\_\_\_ 2020.

**PASSED AND ADOPTED** on the \_\_\_\_\_ day of \_\_\_\_\_ 2020.

**CITY OF LAKE CITY, FLORIDA**

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

ATTEST:

APPROVED AS TO FORM AND  
LEGALITY:

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

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

**File Attachments for Item:**

6. City Council Ordinance No. 2020-2175 - (first reading) An ordinance of the City of Lake City, Florida, to provide for the waiving and suspension of water and sewer impact fees for a period of twelve (12) months as an inducement for economic development; requiring any applicant seeking to take advantage of the development incentive to apply for and acquire a building permit and commence construction of the development prior to the expiration of the development period; providing for severability; providing for conflicts; and providing an effective date.

**Adopt City Council Ordinance No. 2020-2175 (first reading)**

**CITY COUNCIL ORDINANCE NO.: 2020-2175**

**AN ORDINANCE OF THE CITY OF LAKE CITY, FLORIDA, TO PROVIDE FOR THE WAIVING AND SUSPENSION OF WATER AND SEWER IMPACT FEES FOR A PERIOD OF TWELVE (12) MONTHS AS AN INDUCEMENT FOR ECONOMIC DEVELOPMENT; REQUIRING ANY APPLICANT SEEKING TO TAKE ADVANTAGE OF THE DEVELOPMENT INCENTIVE TO APPLY FOR AND ACQUIRE A BUILDING PERMIT AND COMMENCE CONSTRUCTION OF THE DEVELOPMENT PRIOR TO THE EXPIRATION OF THE DEVELOPMENT PERIOD; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, Chapter 102, Article II, of the City Code of the City of Lake City, Florida (“City”) provides for the payment of a water and sewer impact fee to the City on each new residential and nonresidential development and certain remodels and renovations of existing structures, to defray the cost of constructing new additions to the production and treatment facilities for water and sewer service provided by the City as a result of growth out of and from new and existing developments; and

**WHEREAS**, the City Council finds that putting its citizens back to work is a high priority for every level of government; and

**WHEREAS**, the City Council previously passed ordinance 2020-2159 which waived impact fees related to new development for a period of time from until January 01, 2021; and

**WHEREAS**, the City Council desires to further assist the community and to encourage the remodeling and renovating of existing structures in addition to the construction of new development by providing an extension of the moratorium, as an economic incentive, for the temporary waiver of water and sewer impact fees, excluding connection fees, on all development that would otherwise be responsible for the payment of an impact fee pursuant to Chapter 102, Article II, of the City Code, until 12:01 AM on January 1, 2022 (the “Development Period”).



**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.** As an incentive and inducement to promote development, the water and sewer impact fees provided for in Chapter 102, Article II, of the City Code are hereby temporarily waived and shall not be collected on either new development projects or the remodeling and renovating of existing structures from the effective date of this ordinance until 12:01 AM on January 1, 2022 (collectively the “Development Incentive”). Any applicant seeking to take advantage of the Development Incentive must apply for and acquire a building permit and commence construction of the project prior to the expiration of the Development Period. However, nothing herein shall be construed to prevent the City Council by resolution to revoke the Development Incentive during the Development Period and resuming the collection of water and sewer impact fees provided for in Chapter 102, Article II, of the City Code.

**Section 3.** Severability. Should any section, subsection, sentence, clause, phrase, or other provision of this ordinance be held invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not be so construed as to render invalid or unconstitutional the remaining provisions of this ordinance.

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

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

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

**PASSED** upon first reading this \_\_\_\_\_ day of December 2020.

**NOTICE PUBLISHED** on the \_\_\_\_\_ day of \_\_\_\_\_ 2020.

**PASSED AND ADOPTED** on the \_\_\_\_\_ day of \_\_\_\_\_ 2020.

**CITY OF LAKE CITY, FLORIDA**

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

ATTEST:

APPROVED AS TO FORM AND  
LEGALITY:

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

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

**File Attachments for Item:**

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

**CITY COUNCIL RESOLUTION NO. 2020-122**

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

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

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

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

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

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

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

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

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

**Section 2.** The inventory list of affordable housing attached hereto as “Exhibit A” is adopted and determined to be appropriate for use as affordable housing.

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

10/27/20

FLK/aj

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

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

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

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

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

**PASSED AND ADOPTED** at a meeting of the City Council this \_\_\_\_ day of December 2020.

**CITY OF LAKE CITY, FLORIDA**

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

ATTEST:

APPROVED AS TO FORM AND LEGALITY:

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

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

## EXHIBIT A

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

**File Attachments for Item:**

8. City Council Resolution No. 2020-135 - A resolution of the City Council of the City of Lake City, Florida authorizing the execution of a Construction and Maintenance Agreement with the State of Florida, Department of Transportation for the state to replace, install, or construct various signage, pavement markings, and flashing signs within school zones located within the city limits; and providing an effective date.

**CITY COUNCIL RESOLUTION NO. 2020-135**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AUTHORIZING THE EXECUTION OF A CONSTRUCTION AND MAINTENANCE AGREEMENT WITH THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION FOR THE STATE TO REPLACE, INSTALL, OR CONSTRUCT VARIOUS SIGNAGE, PAVEMENT MARKINGS, AND FLASHING SIGNS WITHIN SCHOOL ZONES LOCATED WITHIN THE CITY LIMITS; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City Council of the City of Lake City, Florida (hereinafter the “City”) finds that there is a need for the construction and maintenance of signage, pavement markings, and flashing signs (collectively the “Improvements”) located within various school zones located within the municipal limits of the City; and

**WHEREAS**, the City desires to enter into a *Construction and Maintenance Agreement* (hereinafter the “Agreement”), a copy of which is attached hereto as “Attachment A”, with the State of Florida, Department of Transportation (hereinafter the “State”); and

**WHEREAS**, the City and the State agree that working together to provide construction and maintenance of the various Improvements located within the municipal limits of the City is to the mutual, and respective, benefits of the City and the State and is consistent with the respective local comprehensive plans of the City and the State.

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

**Section 1.** The above recitals are adopted and hereby incorporated by reference.

**Section 2.** The City Council hereby authorizes the execution of the Agreement with the State of Florida, Department of Transportation.

**Section 3.** The City Manager and City Attorney are authorized to make such reasonable changes and modifications to the Agreement as may be deemed necessary to be in the best interest of the City and its citizens. The Mayor is authorized and directed to execute and deliver the Agreement in the name and on behalf of the City, with such changes, amendments, modifications, omissions,



and additions made by the City Manager and City Attorney. Execution by the Mayor and the State of Florida, Department of Transportation shall be deemed to be conclusive evidence of approval of such changes, amendments, modifications, omissions, and additions.

**Section 4.** This resolution shall take effect immediately.

**PASSED AND ADOPTED** by the City Council on the \_\_\_\_ day of December 2020.

**CITY OF LAKE CITY, FLORIDA**

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

ATTEST:

APPROVED AS TO FORM AND  
LEGALITY:

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

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

**CONSTRUCTION & MAINTENANCE AGREEMENT**

**THIS CONSTRUCTION & MAINTENANCE AGREEMENT** (“Agreement”) is made and entered into by and between the State of Florida Department of Transportation (“Department”) and City of Lake City, Florida (“Agency”).

**-RECITALS-**

1. The term “Project” shall refer to Financial Project Number (“FIN”) 444990-1-52-01, which shall include the replacement, installation, or construction of various signage, pavement markings, and/or flashing signs (collectively referred to as the “Improvements”) within various school zones located within the jurisdictional limits of the Agency (“Agency Property”), as more particularly shown in **Exhibit “A”**; and
2. The Improvements shall be constructed or installed on the Agency Property as more specifically shown in **Exhibit “B”**; and
3. The Department shall fund construction of the Improvements, which is wholly contingent upon appropriation of funds to the Department; and
4. The Department shall construct the Improvements on the Agency Property; and
5. A date for the commencement of construction of the Improvements has not been established; and
6. Prior to commencement of any construction by the Department, the Agency shall ensure that the Property is free and clear of any and all encroachments; and
7. For purposes of this Agreement, all utilities located on or within the subject school zone(s) have been previously certified and shall be accommodated in accordance with Florida Statute Chapter 556, the *Underground Facility Damage and Safety Act*, as stated in attached **Exhibit “C”**; and
8. Upon completion of construction, the Agency shall own, operate, maintain and repair the Improvements at its sole cost and expense; and
9. By Resolution \_\_\_\_\_ dated \_\_\_\_\_, the Agency authorized its representative to execute and enter this Agreement on behalf of the Agency, see **Exhibit “D”**.

**NOW THEREFORE**, with full knowledge and understanding of the laws governing the subject matter of this Agreement, and in consideration of the above recitals and the mutual covenants and conditions contained in this Agreement, the parties, intending to be legally bound, acknowledge and agree as follows:

**1. RECITALS AND EXHIBITS**

The above recitals and attached exhibits are specifically incorporated by reference and made part of this Agreement.

**2. EFFECTIVE DATE**

The “Effective Date” of this Agreement shall be the date the last of the parties to be charged executes the Agreement.

**3. ACCESS**

This Agreement authorizes the Department to access the Agency Property for the limited purpose of performing this Agreement.

**4. TERM**

The initial term of this Agreement shall be for a period of one (1) year, commencing on the Effective Date and concluding on the anniversary of the Effective Date. This Agreement shall automatically renew for successive and continuing like one (1) year terms unless terminated by the Department in writing.

**5. E-VERIFY**

The Agency (A) shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the contract; and (B) shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

## **6. COMPLIANCE**

The Agency shall perform the Agreement in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement and all applicable federal, state, local, administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards, specifications and permits, as the same may be constituted and amended from time to time, including, without limitation, those of the Department, Water Management District with requisite jurisdiction, Florida Department of Environmental Protection, Environmental Protection Agency, Army Corps of Engineers, United States Coast Guard and local governmental entities ("Governmental Law").

## **7. PERMITS**

In the performance of the Agreement the Agency may be required to obtain one or more Department permits which may include copies of the Agreement as an exhibit. Notwithstanding the inclusion or incorporation of the Agreement as part of any such Department permits, the Agreement shall remain separate and apart from such permits and shall not be merged into the same absent the prior written express consent of the Department. Should any term or provision of the Agreement conflict with any term, provision or requirement of any Department permit, the terms and provisions of the Agreement shall control unless specifically noted otherwise in any such Department permit. For purposes of this Agreement, the term "permit" shall also include the Department's Construction Agreement which may be required for permanent improvements installed within the Department's right-of-way.

## **8. PROJECT MANAGEMENT**

A. The Department shall manage the Project for the design and construction of the Improvements and perform such activities as the Department deems necessary and appropriate to complete the Project for the Improvements, including, without limitation, seeking and obtaining approval and participation by one or more federal agencies, design of the Improvement, acquisition of right-of-way, construction of the improvement, and any other activities to facilitate satisfactory completion of the Improvement. The Department shall commence construction of the Improvement at its convenience after the appropriation of sufficient funds.

B. Prior to commencement of construction and at their sole cost and expense, the Agency shall ensure that the Property is free and clear of any and all encroachments that may impede or in any way interfere with the Department's construction of the Improvement.

## **9. UTILITIES**

The Agency shall be responsible for locating, removing and relocating utilities, both aerial and underground, if required for the Agency to perform this Agreement. The Agency shall ensure all utility locations are accurately documented on the construction Plans and Specifications, including the final as-built plans. All utility conflicts shall be resolved by the Agency directly with the applicable utility.

## **10. OPERATION, MAINTENANCE & REPAIR**

A. The Agency shall own, operate, maintain, and repair the Improvements at its sole cost and expense, in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement including applicable Governmental Law.

B. The Agency agrees that it will be solely responsible for the operation, maintenance, and repair of the Improvements. Should the Agency fail to operate, maintain, and repair the Improvements in accordance with the terms and provisions of this Agreement and applicable Governmental Law, and the Department be required to perform such operation, maintenance, or repair pursuant to 23 CFR 1.27 and under the authority of Title 23, Section 116, U.S. Code, the Agency agrees that it shall be fully responsible to the Department for repayment of any funds expended by the Department for the operation, maintenance, or repair of the Improvements. The Department shall invoice the Agency for any operation, maintenance, or repair expenses charged to the Department, and the Agency shall pay such invoices in accordance with the

Payment section of this Agreement. Nothing in this Agreement shall relieve the Agency of its financial obligations to the Department should this occur.

#### **11. FEDERAL NON-PARTICIPATION/FUNDING**

A. The parties agree that any Improvements constructed on the Agency Property will be compensable by the Department only if such items are deemed to be federal participating as determined in accordance with the Federal Aid Policy Guide 23, CFR Section 635.120 ("CFR"). Examples of non-participating items may include, without limitation, the following: fishing piers; premium costs due to design or CEI errors/omissions; material or equipment called for in the plans but not used in construction of the Improvements.

B. The example items listed in paragraph A, above, are not intended to be an exhaustive list. A determination of an item as a federal non-participating cost, shall be made in the Department's sole discretion and, without limitation, in accordance with the CFR. Any item or Improvements deemed to be a federal non-participating item shall be funded at the sole expense of the Agency.

a. Should the Department identify a federal non-participating item, the Agency shall provide a deposit for the amount of the federal non-participating item to the Department within fourteen (14) calendar days of the Department's determination and notification of the same to the Agency.

b. The Department shall notify the Agency as soon as it is determined that a non-participating federal item exists; however, failure of the Department to so notify the Agency shall not relieve the Agency of its obligation to pay for the entire amount of all federal non-participating costs accrued during the construction of the Improvements and upon final accounting.

c. In the event the Agency cannot provide the deposit within fourteen (14) calendar days, a letter, prior to expiration of that time, must be submitted to and approved by the Department's contract manager establishing a mutually agreeable date of deposit.

d. The Agency understands the extension of time, if so approved, may delay construction of the Improvements, and additional federal non-participating costs may be incurred due to the delay.

C. The Department intends to have its final and complete accounting of all costs incurred in connection with the work performed hereunder within three hundred sixty days (360) of final payment to the Contractor. The Department considers the Project complete when the final payment has been made to the Contractor, not when the construction work is complete. All federal non-participating fund cost records and accounts shall be subject to audit by a representative of the Agency for a period of three (3) years after final close out of the Project. The Agency will be notified of the final federal non-participating costs of the Project. Both parties agree that in the event the final accounting of total federal non-participating costs pursuant to the terms of this Agreement is less than the total deposits to date, a refund of the excess will be made by the Department to the Agency. If the final accounting is not performed within three hundred and sixty (360) days, the Agency is not relieved of its obligation to pay. In the event the final accounting of total federal non-participating costs is greater than the total deposits to date, the Agency will pay the additional amount within forty (40) calendar days of the date of the invoice from the Department.

D. The payment of funds pursuant to this Agreement provision will be made directly to the Department for deposit.

#### **12. WARRANTIES**

After completion of construction of the Improvements and upon the Agency's written request, the Department shall transfer all transferable warranties concerning construction of the Improvements to the Agency. The assignment shall be evidenced by a separate written agreement signed by the parties and shall be subject to applicable Governmental Law and the construction agreement entered between the Department and its contractor.

#### **13. EMINENT DOMAIN AND DAMAGES**

Under no circumstances shall the Department's exercise of any right provided in this Agreement create any right, title, interest or estate entitling the Agency to full and just compensation from the Department either through inverse condemnation or eminent domain laws or any similar laws regarding the taking of property for public purposes. The Agency forever waives and relinquishes all legal rights and monetary claims which

it has, or which may arise in the future, for compensation or damages, including, without limitation, special damages, severance damages, removal costs, and loss of business profits resulting in any manner from the Department's exercise of any right provided in this Agreement. This waiver and relinquishment specifically includes all damages flowing from adjacent properties owned, leased or otherwise controlled by the Agency, as a result of the Department's exercise of any right provided in this Agreement.

#### **14. PAYMENT**

All Department invoices submitted for payment pursuant to the terms and provisions of this Agreement are due and payable within thirty (30) days of the date of the invoice ("Due Date"). Any portion of an invoice not received by the Department by the Due Date shall immediately thereafter begin accruing interest at a rate of interest established pursuant to §55.03, Florida Statutes, until paid in full (past due principal and accrued interest shall be collectively referred to as "Past Due Sums").

#### **15. INDEMNIFICATION**

A. The Agency shall promptly defend, indemnify, hold the Department harmless from and pay all demands, claims, judgments, liabilities, damages, fines, fees, taxes, assessments, costs, losses, penalties, construction delay costs / penalties, expenses, attorneys' fees and suits of any nature or kind whatsoever caused by, arising out of or related to the Agency's performance, or breach, of this Agreement ("Liabilities"). The term "Liabilities" shall also specifically include all civil and criminal environmental liability arising, directly or indirectly under any Governmental Law, including, without limitation, liability under the Resource Conservation and Recovery Act ("RCRA"), the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), the Clean Air Act ("CAA") and the Clean Water Act ("CWA"). The Agency's duty to defend, indemnify and hold the Department harmless specifically does not encompass indemnifying the Department for its negligence, intentional or wrongful acts, omissions or breach of contract.

B. The Agency shall notify the Department in writing immediately upon becoming aware of any Liabilities. The Agency's obligation to defend, indemnify and hold the Department harmless from any Liabilities, or at the Department's option to participate and associate with the Department in the defense and trial of any Liabilities, including any related settlement negotiations, shall be triggered by the Department's written notice of claim for indemnification to the Agency. The Agency's inability to evaluate liability, or its evaluation of liability, shall not excuse performance of the provisions of this paragraph.

#### **16. SOVEREIGN IMMUNITY & LIMITATION OF LIABILITY**

Nothing in this Agreement shall be deemed or otherwise interpreted as waiving either party's sovereign immunity protections, or as increasing the limits of liability set forth in §768.28, Florida Statutes, as the same may be amended from time to time. Nothing in this Agreement shall be deemed or otherwise interpreted as waiving the Department's limits of liability set forth in sections 376.305 and 337.27(4), Florida Statutes, as the same may be amended from time to time.

#### **17. NOTICE**

All notices, communications and determinations between the parties hereto and those required by the Agreement, including, without limitation, changes to the notification addresses set forth below, shall be in writing and shall be sufficient if mailed by regular United States Mail, postage prepaid, to the parties at the following addresses:

Department: Florida Department of Transportation  
Lake City Maintenance Engineer  
710 NW Lake Jeffery Suite 101  
Lake City, Florida 32055

Agency: City of Lake City  
205 North Marion Avenue  
Lake City, Florida 32055

#### **18. GOVERNING LAW**

This Agreement shall be governed in all respect by the laws of the State of Florida.

#### **19. INITIAL DETERMINATION OF DISPUTES**

The Department's District Two Secretary ("District Secretary") shall act as the initial arbiter of all questions, difficulties, and disputes concerning the interpretation, validity, performance or breach of the Agreement.

## **20. VENUE AND JURISDICTION**

A. Venue for any and all actions arising out of or in any way related to the interpretation, validity, performance or breach of the Agreement that are not resolved to the mutual satisfaction of the parties by the Department's District Secretary shall lie exclusively in a state court of appropriate jurisdiction in Leon County, Florida.

B. The Agency and all persons and entities accepting an assignment of this Agreement, in whole or in part, shall be deemed as having consented to personal jurisdiction in the State of Florida and as having forever waived and relinquished all personal jurisdiction defenses with respect to any proceeding related to the interpretation, validity, performance or breach of this Agreement.

## **21. JURY TRIAL**

The parties hereby waive the right to trial by jury of any dispute concerning the interpretation, validity, performance or breach of the Agreement, including, without limitation, damages allegedly flowing therefrom.

## **22. ASSIGNMENT**

The Agency shall not assign, pledge or transfer any of the rights, duties and obligations provided in this Agreement without the prior written consent of the Department's District Secretary or his/her designee. The Department has the sole discretion and authority to grant or deny proposed assignments of this Agreement, with or without cause. Nothing herein shall prevent the Agency from delegating its duties hereunder, but such delegation shall not release the Agency from its obligation to perform the Agreement.

## **23. THIRD PARTY BENEFICIARIES**

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Nothing in this Agreement is intended to confer any rights, privileges, benefits, obligations or remedies upon any other person or entity except as expressly provided for herein.

## **24. VOLUNTARY EXECUTION OF AGREEMENT**

Each party warrants and represents to the other: (i) that it understands all of the rights and obligations set forth in the Agreement and the Agreement accurately reflects the desires of said party; (ii) each provision of the Agreement has been negotiated fairly at arm's length; (iii) it fully understands the advantages and disadvantages of the Agreement and executes the Agreement freely and voluntarily of its own accord and not as a result of any duress, coercion, or undue influence; and (iv) it had the opportunity to have independent legal advice by counsel of its own choosing in the negotiation and execution of the Agreement.

## **25. ENTIRE AGREEMENT**

This instrument, together with any exhibits and documents made part hereof by reference, contains the entire agreement of the parties and no representations or promises have been made except those that are specifically set out in the Agreement. All prior and contemporaneous conversations, negotiations, possible and alleged agreements and representations, covenants, and warranties with respect to the subject matter of the Agreement, and any part hereof, are waived, merged herein and superseded hereby.

## **26. EXECUTION OF DOCUMENTS**

The parties agree that they shall promptly execute and deliver to the other all documents necessary to accomplish the intent and purpose of the Agreement and shall do all other acts to effectuate the Agreement.

## **27. SUFFICIENCY OF CONSIDERATION**

By their signature below, the parties hereby acknowledge the receipt, adequacy and sufficiency of consideration provided in the Agreement and forever waive the right to object to or otherwise challenge the same.

## **28. WAIVER**

The failure of either party to insist on the strict performance or compliance with any term or provision of the Agreement on one or more occasions shall not constitute a waiver or relinquishment thereof and all such terms and provisions shall remain in full force and effect unless waived or relinquished in writing.



### **29. INTERPRETATION**

No term or provision of the Agreement shall be interpreted for or against any party because that party or that party's legal representative drafted the provision.

### **30. CAPTIONS**

Paragraph title or captions contained herein are inserted as a matter of convenience and reference and in no way define, limit, extend or describe the scope of the Agreement, or any provision hereof.

### **31. SEVERANCE**

If any section, paragraph, clause or provision of the Agreement is adjudged by a court, agency or authority of competent jurisdiction to be invalid, illegal or otherwise unenforceable, all remaining parts of the Agreement shall remain in full force and effect and the parties shall be bound thereby so long as principle purposes of the Agreement remain enforceable.

### **32. COMPUTATION OF TIME**

In computing any period of time prescribed in the Agreement, the day of the act, event or default from which the designated period of time begins to run, shall not be included. The last day of the period shall be included unless it is a Saturday, Sunday or legal holiday, in which event the period shall run until the end of the next day which is not a Saturday, Sunday or legal holiday.

### **33. MODIFICATION OF AGREEMENT**

A modification or waiver of any of the provisions of the Agreement shall be effective only if made in writing and executed with the same formality as the Agreement.

### **34. ANNUAL APPROPRIATION / FUNDING**

Pursuant to §339.135(6)(a), Florida Statutes, the Department's obligation to fund construction of the Improvements is contingent upon annual appropriation by the Florida Legislature. This Agreement may be terminated by the Department without liability to the Agency if sufficient funds are not appropriated to the Department. The provisions of §339.135(6)(a), Florida Statutes, are set forth herein verbatim and made part of this Agreement, to wit:

"The department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The department shall require a statement from the comptroller of the department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

### **35. PUBLIC RECORDS**

Agency shall comply with Chapter 119, Florida Statutes. Specifically, the Agency shall:

- A. Keep and maintain public records that ordinarily and necessarily would be required by the Department to perform this Agreement.
- B. Upon request from the Department's custodian of public records, provide the Department with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of the Agreement if Agency does not transfer the records to the Department.
- D. Upon completion of this Agreement, transfer, at no cost, to the Department all public records in possession of Applicant or keep and maintain public records required by the Department to perform this

Agreement. If Agency transfers all public records to the public Agency upon completion of this Agreement, Agency shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Agency keep and maintain public records upon completion of this Agreement, Agency shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Department, upon request from the Department's custodian of public records, in a format that is compatible with the information technology systems of the Department.

Failure by Agency to act in accordance with Chapter 119 and the foregoing shall be grounds for immediate unilateral cancellation of this Agreement by the Department. Agency shall promptly provide the Department with a copy of any request to inspect or copy public records in possession of Agency and shall promptly provide the Department a copy of Applicant's response to each such request.

**IF THE CONSULTANT/CONTRACTOR/VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S/CONTRACTOR'S/VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

District 2  
386-758-3727  
D2prcustodian@ dot.state.fl.us  
Florida Department of Transportation  
District 2 - Office of General Counsel  
1109 South Marion Avenue, MS 2009  
Lake City, FL 32025

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***SIGNATURES ON FOLLOWING PAGE***



**IN WITNESS WHEREOF**, intending to be legally bound hereby, the parties execute this Agreement, consisting of nineteen (19) pages.

**Florida Department of Transportation**

**Attest:**

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

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

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

**Legal Review:**

By: \_\_\_\_\_  
Office of the General Counsel  
Florida Department of Transportation

**Agency: City of Lake City**

**Attest:**

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

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

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

**Legal Review:**

By: \_\_\_\_\_  
Legal Counsel for Agency

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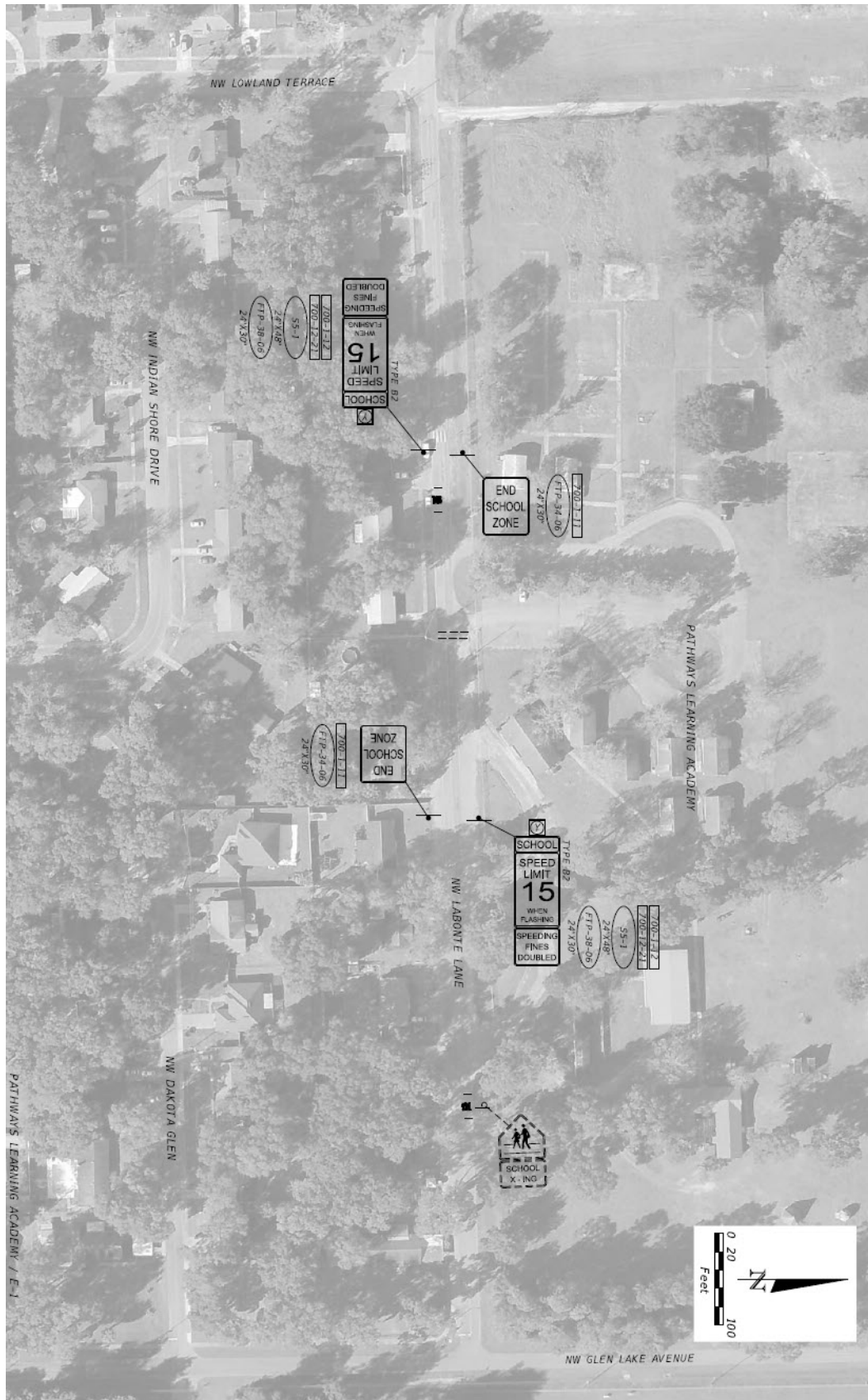
**EXHIBIT "A"**

**(PROPERTY DESCRIPTION)**



**EXHIBIT "B"**

**(IMPROVEMENTS DESCRIPTION)**





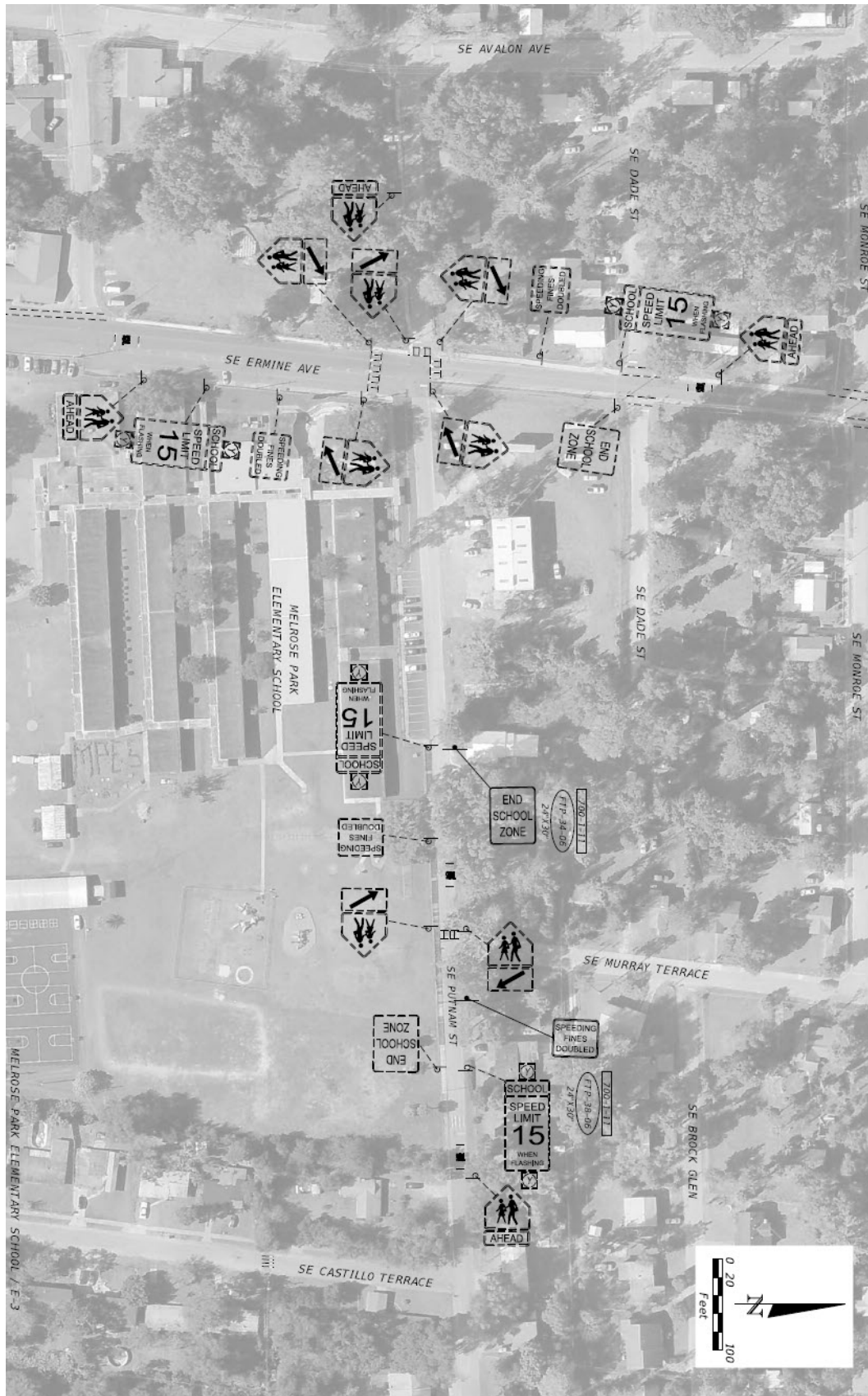
**EXHIBIT "B" Cont'd**

**(IMPROVEMENTS DESCRIPTION)**



### EXHIBIT "B" Cont'd

### (IMPROVEMENTS DESCRIPTION)



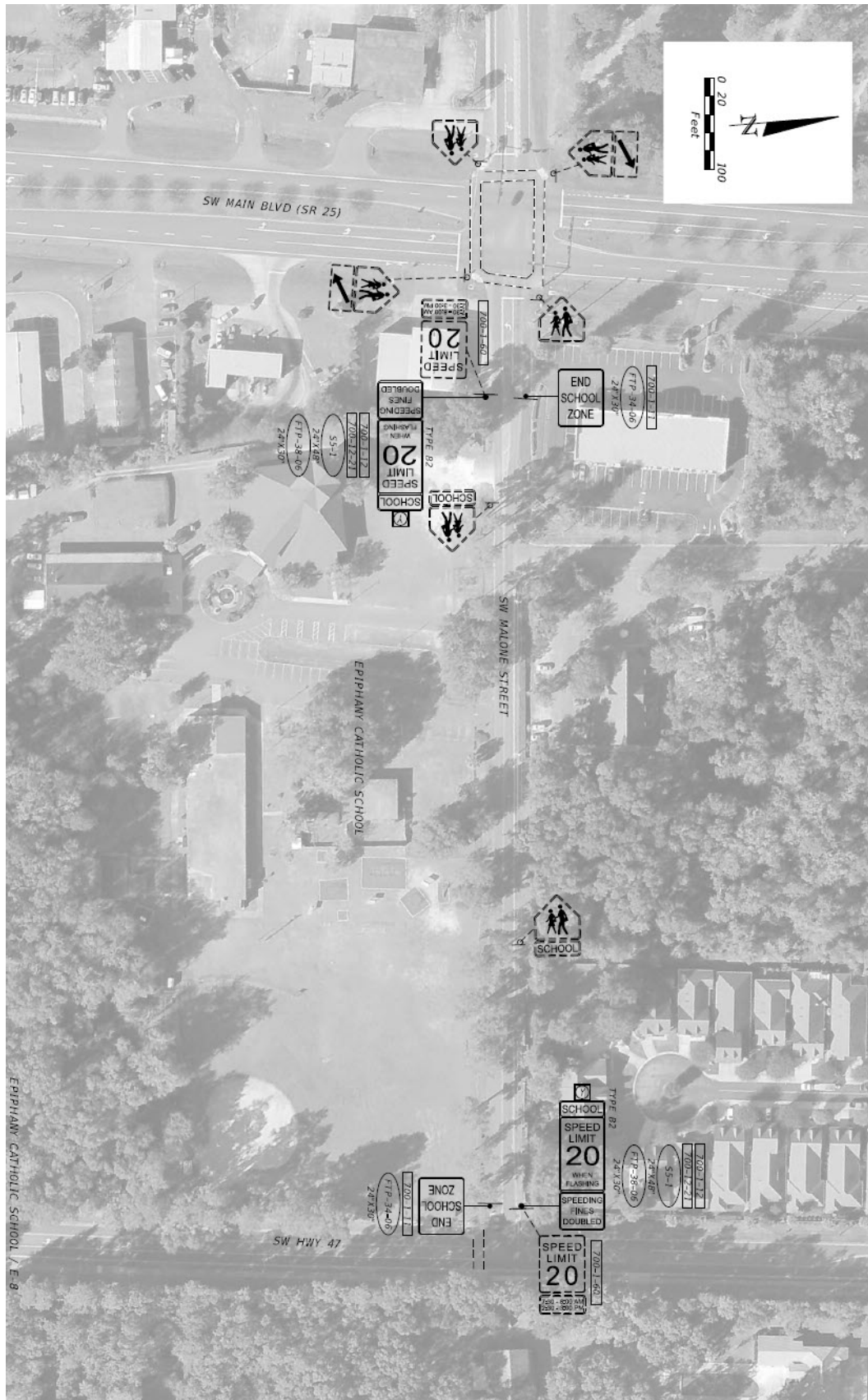


**EXHIBIT "B" Cont'd**  
**(IMPROVEMENTS DESCRIPTION)**



**EXHIBIT "B" Cont'd**

**(IMPROVEMENTS DESCRIPTION)**





**EXHIBIT "B" Cont'd**

**(IMPROVEMENTS DESCRIPTION)**





**EXHIBIT "B" Cont'd**  
**(IMPROVEMENTS DESCRIPTION)**



**EXHIBIT "C"**

**(Utility Certification Letter)**

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**Florida Department of Transportation**

**RON DESANTIS**  
GOVERNOR

1109 S. Marion Avenue  
Lake City, FL 32025

**KEVIN J. THIBAUT**  
SECRETARY

**UTILITY CERTIFICATION LETTER**

Date: 9/3/2019 | 2:54 PM EDT

Aaron Kaster, Design Project Manager  
Florida Department of Transportation  
1109 South Marion Avenue.  
Lake City, FL. 12345

RE: Financial Project Number (FPID): 444990-1  
County: District Wide  
State Road:  
Federal ID Number: D219-117-B  
Description: Districtwide School Zone Improvements

Dear Mr. Kaster:

This is to certify that all utility work for this project has been completed or that all necessary arrangements have been made for it to be undertaken and completed as required for proper coordination with the construction schedule.

This project consists of 178 School Zone locations with approximately 795 new sign installations, relocations or solar beacon installations. The FDOT contractor will comply with Florida Statutes Chapter 556, Underground Facility Damage and Safety Act at each designated school zone site. All field adjustments to sign placement locations necessary to eliminate utility conflicts will be reviewed and approved by the Department's Engineer prior to sign installations.

Sincerely,

DocuSigned by:

*John P. McCarthy*

John P. McCarthy

D2 Utilities Administrator

CC Email:

Aaron Kaster	Design Project Manager
Mark Smith	Construction Project Administrator
D2 Work Program	District Work Program
D2 Program Services	District Program Services
Teresa Thrasher	Production Manager
Randall Markham	Schedule Analyst
Noel Dimaano	Scheduler
Sharon Griffiths	Resident Engineer
Jeff Williams	Resident Engineer
Frank Suarez	Resident Engineer
Doug Moseley	Resident Engineer

[www.fdot.gov](http://www.fdot.gov)

**EXHIBIT "C" Cont'd**  
**(Utility Certification Letter)**

DocuSign Envelope ID: BA43A971-E93E-4A1D-AE21-1964F60916FB

Star Ayers  
Posted in PSEE

District Construction Review Specialist

**EXHIBIT "D"**

**(Resolution)**

**File Attachments for Item:**

9. City Council Resolution No. 2020-136 - A resolution of the City Council of the City of Lake City, Florida, approving an addendum to the agreement with Tyler Technologies, Inc., F/K/A New World Systems Corporations, relating to electronic licenses and electronic permits as a cost not-to-exceed \$17,012.00 for the first year of the added services and thereafter at a cost not-to-exceed \$3,762.00 per year.

**CITY COUNCIL RESOLUTION NO. 2020-136**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, APPROVING AN ADDENDUM TO THE AGREEMENT WITH TYLER TECHNOLOGIES, INC., F/K/A NEW WORLD SYSTEMS CORPORATIONS, RELATING TO ELECTRONIC LICENSES AND ELECTRONIC PERMITS AT A COST NOT-TO-EXCEED \$17,012.00 FOR THE FIRST YEAR OF THE ADDED SERVICES AND THEREAFTER AT A COST NOT-TO-EXCEED \$3,762.00 PER YEAR.**

**WHEREAS**, the City of Lake City, Florida ("City") entered into an Agreement with New World Systems Corporation ("New World"), pursuant to resolution 2012-091, for New World to provide the City with licensed standard software, implementation services, and third party products (the "Agreement"); and

**WHEREAS**, New World merged with Tyler Technologies, Inc., during calendar year 2015 and the corporation was renamed to Tyler Technologies, Inc. ("Tyler"); and

**WHEREAS**, the City and Tyler extended the Agreement during 2017 for five (5) years pursuant to City Council Resolution Number 2017-086; and

**WHEREAS**, the City administration has identified a need for additional software services and an agreement has been negotiated with Tyler for said additional services, a copy of which is attached hereto as Attachment A ("Addendum"); and

**WHEREAS**, the City administration has determined that it is in its best interest to accept the quotes and terms and conditions included within the Addendum with Tyler; and

**WHEREAS**, the City Council finds the Addendum to be in the best interests of the City and desires to approve the Addendum pursuant to and in accordance with the respective terms and conditions included in the Addendum.

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

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

**Section 2.** The City is hereby authorized to execute the Addendum to the Agreement.

**Section 3.** The City Manager and City Attorney are authorized to make such reasonable changes and modifications to the Addendum as may be deemed necessary to be in the best interest of the City and its citizens. Provided however, that any such changes or modifications shall not cause the payment to Tyler to exceed the Addendum pricing. The Mayor is authorized and directed to execute and deliver the Addendum in the name of, and on behalf of, the City with such changes, amendments, modifications, omissions, and additions made by the City Manager and City Attorney. Execution by the Mayor and Tyler Technologies, Inc., shall be deemed to be conclusive evidence of approval of such changes, amendments, modifications, omissions, and additions.

**PASSED AND ADOPTED** at a meeting of the City Council this \_\_\_\_ day of December 2020.

**CITY OF LAKE CITY, FLORIDA**

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

ATTEST

APPROVED AS TO FORM AND LEGALITY:

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

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



Quoted By: Dudley Wellington  
 Quote Expiration: 12/25/2020  
 Quote Name: Lake City- ePermits and eLicensing  
 Quote Number: 2020-110621  
 Quote Description: Lake City- ePermits and eLicensing

**ATTACHMENT A**

**Sales Quotation For**

City of Lake City  
 PO Box 1687  
 Lake City , FL 32056-1687  
 Phone: +1 (386) 752-2031

**Tyler Software and Related Services**

Description	License	Impl Hours	Impl Cost	Module Total	Maintenance
<b>Community Development</b>					
ePermits	\$4,500	8	\$1,400	\$5,900	\$1,620
eLicense	\$5,950	8	\$1,400	\$7,350	\$2,142
	<i>Sub-Total:</i>		<i>\$2,800</i>	<i>\$13,250</i>	<i>\$3,762</i>
	<b>TOTAL:</b>	<b>16</b>	<b>\$2,800</b>	<b>\$13,250</b>	<b>\$3,762</b>

**Summary**

	One Time Fees	Recurring Fees
Total Tyler Software	\$10,450	\$3,762
Total Tyler Services	\$2,800	\$0
Total Third Party Hardware, Software and Services	\$0	\$0
<b>Summary Total</b>	<b>\$13,250</b>	<b>\$3,762</b>
<b>Contract Total</b>	<b>\$17,012</b>	

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held for six (6) months from the Quote date or the Effective Date of the contract, whichever is later.

Client Approval: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ P.O.#: \_\_\_\_\_



## Comments

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms:

- License fees for Tyler and third party software are invoiced upon the earlier of (i) deliver of the license key or (ii) when Tyler makes such software available for download by the Client;
  - Fees for hardware are invoiced upon delivery;
  - Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;
  - Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.
  - Fees for services included in this sales quotation shall be invoiced as indicated below.
  - Implementation and other professional services fees shall be invoiced as delivered.
  - Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
  - Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and materials basis.
  - Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
  - If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
  - Expenses associated with onsite services are invoiced as incurred.
- The costs provided in this proposal are based on all of the proposed products and services being obtained from Tyler Technologies. Should significant portions of the products or services be deleted, Tyler reserves the right to adjust its prices accordingly.
- Tyler supports SQL Server Reporting Services (SSRS) for server-based report generation and ad hoc reporting. SSRS utilizes a web services interface to support the development of custom reporting applications. SSRS is included in the Express, Workgroup, Standard, and Enterprise editions of Microsoft SQL Server. Customers may elect to use other third-party report generation tools including Crystal Reports however Tyler does not provide support for these tools and cannot guarantee compatibility.
- Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the size and scope of your project. The actual amount of services depends on such factors as your level of involvement in the project and the speed of knowledge transfer.
- Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and remitting.

## Comments

- In the event Client cancels services less than two (2) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.
- With our 2018.1 Release Tyler requires the use of Tyler Identity and at least a 2048 bit RSA SSL Security Certificate for all New World ERP applications if hosted by the Client. This certificate is required to encrypt sensitive information as it travels across the network. There are various vendors who sell SSL Certificates, with all ranges of prices.
- Tyler's cost is based on all of the proposed products and services being obtained from Tyler. Should significant portions of the products or services be deleted, Tyler reserves the right to adjust prices accordingly.
- Unless otherwise noted, prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.

**File Attachments for Item:**

10. City Council Resolution No. 2020-137 - A resolution of the City Council of the City of Lake City, Florida, reappointing Vivian Douberly and Christopher Lydick to serve as members on the Planning and Zoning Board, the Board of Adjustments, and the Historical Board.

**CITY COUNCIL RESOLUTION 2020-137**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, REAPPOINTING VIVIAN DOUBERLY AND CHRISTOPHER LYDICK TO SERVE AS MEMBERS ON THE PLANNING AND ZONING BOARD, THE BOARD OF ADJUSTMENTS, AND THE HISTORICAL BOARD.**

**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**, Vivian Douberly was most recently appointed to serve on the Boards by City Council Resolution No. 2019-002; and

**WHEREAS**, Christopher Lydick was most recently appointed to serve on the Boards by City Council Resolution No. 2019-002; and

**WHEREAS**, Vivian Douberly and Christopher Lydick have expressed a desire to continue serving on the Boards; and

**WHEREAS**, the City desires to ratify the service of Vivian Douberly and Christopher Lydick as members of the Planning and Zoning Board, and the Board of Adjustments, and the Historical Board and reappoint the members to the Boards for terms that expire as follows:

Vivian Douberly	expiring January 6, 2023
Christopher Lydick	expiring February 6, 2023

**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 Vivian Douberly and Christopher Lydick are hereby appointed to serve as respective members on the Planning and Zoning Board, the Board of Adjustments, and the Historical Board for the staggered terms as stated in the recitals above.

**PASSED AND ADOPTED** at a meeting of the City Council on this \_\_\_\_ day of December 2020.

**CITY OF LAKE CITY, FLORIDA**

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

ATTEST:

APPROVED AS TO FORM AND  
LEGALITY:

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

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

**File Attachments for Item:**

11. City Council Resolution No. 2020-138 - A resolution of the City Council of the City of Lake City, Florida authorizing Task Assignment Number Seventeen to the Continuing Contract with North Florida Professional Services, Inc., a Florida Corporation, for engineering services related to the redesigning of a drainage ditch near Northeast Jackson Avenue for a price not-to-exceed \$8,100.00.

**CITY COUNCIL RESOLUTION NO. 2020-138**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA AUTHORIZING TASK ASSIGNMENT NUMBER SEVENTEEN TO THE CONTINUING CONTRACT WITH NORTH FLORIDA PROFESSIONAL SERVICES, INC., A FLORIDA CORPORATION, FOR ENGINEERING SERVICES RELATED TO THE REDESIGNING OF A DRAINAGE DITCH NEAR NORTHEAST JACKSON AVENUE FOR A PRICE NOT-TO-EXCEED \$8,100.00.**

**WHEREAS**, the City of Lake City, Florida (hereinafter the “City”) entered into a Continuing Contract for Professional Services with North Florida Professional Services, Inc. (hereinafter “NFPS”), as authorized by City Council Resolution No. 2016-075 with respect to certain studies, planning, design, and constructions of improvements to the City water system, wastewater system, reuse water, stormwater systems, gas system, Lake City Gateway Airport (hereinafter “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 Seventeen to its Continuing Contract with NFPS for engineering services related to the redesigning of a drainage ditch located near NE Jackson Avenue pursuant to the terms and conditions of Task Assignment Seventeen, a copy of which is attached hereto as “Exhibit A” and made a part of this resolution (Task Assignment Number Seventeen”), 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 Seventeen 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 Seventeen 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 Seventeen in the name and on behalf of the City, with such changes, amendments, modifications, omissions, and additions made by the City Manager and City Attorney, if any. Execution by the Mayor and NFPS shall be deemed to be conclusive evidence of approval of such changes, amendments, modifications, omissions, and additions, if any.

**PASSED AND ADOPTED** at a meeting of the City Council on this \_\_\_\_ day of December 2020.

**CITY OF LAKE CITY, FLORIDA**

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

ATTEST:

APPROVED AS TO FORM AND  
LEGALITY:

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

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



**TASK ASSIGNMENT NUMBER SEVENTEEN 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 REDESIGNING OF  
A DRAINAGE DITCH**

THIS TASK ASSIGNMENT NUMBER SEVENTEEN is made and entered into this \_\_\_\_ day of December, 2020, by and between the CITY OF LAKE CITY, FLORIDA, a municipal corporation, located at 205 North Marion Avenue, Lake City, Florida 32055, and whose mailing address is 205 North Marion Avenue, Lake City, Florida 32055 (herein referred to as "City") and NORTH FLORIDA PROFESSIONAL SERVICES, INC., a Florida corporation (herein referred to as "Consultant").

**RECITALS**

A. City and Consultant have heretofore entered into a Continuing Contract for professional consulting services as authorized by City Resolution No. 2016-075 (the "Continuing Contract").

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

C. The City is in need of professional engineering services to assist it with the redesigning of a drainage ditch located near NE Jackson Avenue and desires to enter into this Task Assignment Number Seventeen with Consultant for such services pursuant to the terms and conditions contained herein.

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

1. **RECITALS**: The above recitals are all true and accurate and are

incorporated herein and made a part of this Task Assignment Number Seventeen.

2. **PROJECT:** The City hereby engages Consultant and Consultant agrees to furnish to City the services and work as set forth in “Exhibit A” titled *Task Order for Engineering Services Ditch Lining Plans and Permits*, received from Consultant consisting of a total of two (2) pages and referencing “NE Jackson Ave”, a copy of which is attached hereto and made a part of this Task Assignment Number Seventeen.

3. **COMPENSATION TO CONSULTANT:** City shall pay Consultant for its services a not-to-exceed fee of \$8,100.00, 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 and shall be complied with by Consultant.

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 Seventeen, 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. This Task Assignment Number Seventeen may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

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

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

**CITY OF LAKE CITY, FLORIDA**

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

ATTEST:

APPROVED AS TO FORM AND LEGALITY:

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

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

**NORTH FLORIDA PROFESSIONAL  
SERVICES, INC.**

By: \_\_\_\_\_  
Gregory G. Bailey, President



NFPS



PO BOX 3823  
LAKE CITY, FL 32056



PHONE (386) 752-4675  
FAX (386) 752-4674



www.nfps.net

**TASK ORDER FOR ENGINEERING SERVICES  
DITCH LINING PLANS & PERMITTING**

This agreement made this 27<sup>th</sup> day of October 2020 by and between City of Lake City, herein referred to as the CITY, and North Florida Professional Services, Inc., herein after referred to as the CONSULTANT:

The CITY desires to reshape and line an existing drainage ditch near NE Jackson Ave, just east of Richardson Community Center baseball field. North Florida Professional Services will provide necessary survey, design, construction plans, and permitting to so do, herein after referred to as the PROJECT.

**Scope**

The CONSULTANT intends to provide the professional engineering services listed in Exhibit A Scope of Services. Permitting efforts are limited to acquiring an exemption. If SRWMD requires permitting beyond exemption, additional fees will be required to provide additional survey, design, and documents necessary.

**Fee**

The CONSULTANT shall perform the professional engineering services listed in Exhibit A for this PROJECT for a lump sum fee of Eight Thousand One Hundred dollars (\$8,100.00). This lump sum fee shall be invoiced no more than once monthly on a percentage completed basis. This is in accordance with the Master Contract between CITY and CONSULTANT.

**Agreement**

This Task Order constitutes a Project Agreement for the PROJECT. The CONSULTANT will perform the scope of work as described herein above for the completion of the PROJECT.

IN WITNESS THEREOF, City of Lake City, Florida, through its City Official has caused this instrument to be executed on the day and year first shown above.

Attest:

CITY OF LAKE CITY (FL)

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

\_\_\_\_\_  
Authorized City Representative

IN WITNESS WHEREOF, North Florida Professional Services, Inc., as CONSULTANT herein, has caused this Task Order to be executed in its name by its proper officers duly authorized to sign and execute instruments on its behalf on the day and year first shown above.

NORTH FLORIDA PROFESSIONAL SERVICES, INC.

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

Gregory G. Bailey, P.E. - President



# NFPS



PO BOX 3823  
LAKE CITY, FL 32056



PHONE (386) 752-4675  
FAX (386) 752-4674



[www.nfps.net](http://www.nfps.net)

## EXHIBIT A

### SCOPE OF SERVICES DITCH LINING PLANS & PERMITTING

1. Survey existing ditches and areas immediately surrounding ditch, a SRWMD requirement when applying for permitting.
2. Provide engineering analysis of ditch.
3. Provide signed and sealed drawings for construction and permitting purposes. Plans will be limited with the expectation that all construction will be done by City staff. Specifications are not included as part of this TWO but can be provided for an additional fee.
4. Submit application for Exemption Letter from SRWMD.
5. Provide limited assistance during construction on questions regarding permitting/design.

**File Attachments for Item:**

12. City Council Resolution No. 2020-139 - A resolution of the City Council of the City of Lake City, Florida, ratifying the Mayor's extension of the State of Emergency arising from the Covid-19 Public Health Emergency.

**CITY COUNCIL RESOLUTION NO. 2020-139**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

**PASSED AND ADOPTED** at a meeting of the City Council this \_\_\_\_ day of  
December 2020.

**CITY OF LAKE CITY, FLORIDA**

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

ATTEST:

APPROVED AS TO FORM AND  
LEGALITY:

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

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

# Proclamation



## STATE OF EMERGENCY EXTENSION COVID-19

- WHEREAS,** *COVID-19 continues to pose an imminent health hazard and an increased risk of infection to residents of the County and healthcare, first responders, and emergency medical service workers caring for patients with COVID-19; and*
- WHEREAS,** *COVID-19 is spread amongst the population by various means of exposure, including the propensity to spread person to person and the propensity to attach to surfaces for prolonged periods of time, thereby spreading from surface to person and causing increased infections to persons; and*
- WHEREAS,** *public health experts have consistently recommended avoiding close physical interaction between person in order to slow the spread of COVID-19, and the CDC has updated and further restricted its distancing guidelines; and*
- WHEREAS,** *on April 16, 2020, the White House and Centers for Disease Control and Prevention ("CDC") released Guidelines for Opening Up America Again, a three-phased approach based on the advice of public health experts; and*
- WHEREAS,** *data collected by the State Department of Health indicates a flattening of the curve of COVID-19 reported cases, including a downward trajectory of hospital visits for influenza like illnesses and COVID-19 like syndromic cases, a decrease in percent-positive test results, and an increase in hospital capacity since March 1, 2020; and*
- WHEREAS,** *City Council Resolution 2020-045 extended the state of emergency and vested the authority to extend the state of emergency in the Mayor; and*
- WHEREAS,** *this Proclamation is issued to extend the state of emergency for seven (7) days effective November 17, 2020.*

**NOW, THEREFORE, I, Stephen M. Witt, Mayor of the City of Lake City, Florida, do hereby extend the State of Emergency due to the COVID-19 health concerns for an additional seven (7) days effective November 17, 2020.**



Seal of the City of Lake City  
State of Florida

*In witness whereof I have hereunto set my hand and caused this seal to be affixed this 17<sup>th</sup> day of November 2020.*

Stephen M. Witt, Mayor  
City of Lake City



# Proclamation



## STATE OF EMERGENCY EXTENSION COVID-19

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

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

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

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

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

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

**WHEREAS,** *this Proclamation is issued to extend the state of emergency for seven (7) days effective November 24, 2020.*

**NOW, THEREFORE, I, Stephen M. Witt, Mayor of the City of Lake City, Florida, do hereby extend the State of Emergency due to the COVID-19 health concerns for an additional seven (7) days effective November 24, 2020.**



Seal of the City of Lake City  
State of Florida

*In witness whereof I have hereunto set my hand and caused this seal to be affixed this 24<sup>th</sup> day of November 2020.*

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



# Proclamation



## STATE OF EMERGENCY EXTENSION COVID-19

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

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

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

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

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

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

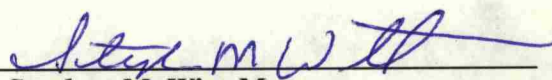
**WHEREAS,** *this Proclamation is issued to extend the state of emergency for seven (7) days effective December 1, 2020.*

**NOW, THEREFORE, I, Stephen M. Witt, Mayor of the City of Lake City, Florida, do hereby extend the State of Emergency due to the COVID-19 health concerns for an additional seven (7) days effective December 1, 2020.**



Seal of the City of Lake City  
State of Florida

*In witness whereof I have hereunto set my hand and caused this seal to be affixed this 1<sup>st</sup> day of December 2020.*

  
Stephen M. Witt, Mayor  
City of Lake City

**File Attachments for Item:**

13. City Council Resolution No. 2020-140 - A resolution of the City Council of the City of Lake City, Florida, authorizing the execution of a Memorandum of Understanding with the Institute for Justice Research and Development at Florida State University and Meridian Behavioral Health to research methods to reduce repeated interactions between law enforcement and individuals who have severe mental health and substance abuse disorders and to identify ways to optimize the use of crisis stabilization units and post-discharge supports.

**CITY COUNCIL RESOLUTION NO. 2020-140**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AUTHORIZING THE EXECUTION OF A MEMORANDUM OF UNDERSTANDING WITH THE INSTITUTE FOR JUSTICE RESEARCH AND DEVELOPMENT AT FLORIDA STATE UNIVERSITY AND MERIDIAN BEHAVIORAL HEALTH TO RESEARCH METHODS TO REDUCE REPEATED INTERACTIONS BETWEEN LAW ENFORCEMENT AND INDIVIDUALS WHO HAVE SEVERE MENTAL HEALTH AND SUBSTANCE ABUSE DISORDERS AND TO IDENTIFY WAYS TO OPTIMIZE THE USE OF CRISIS STABILIZATION UNITS AND POST-DISCHARGE SUPPORTS.**

**WHEREAS**, the City of Lake City, Florida (hereinafter “City”) by and through the Lake City Police Department desires to participate in a multi-jurisdictional effort to engage in a research study that aims to, (1) identify ways to reduce the amount of repeated interactions between individuals who have severe mental health and substance abuse disorders and law enforcement, and (2) identify ways to optimize the use of crisis stabilization units and post discharge supports; and

**WHEREAS**, the City Council finds it to be in the best interests of the City to enter into the *Memorandum of Understanding between Lake City Police Department and Institute for Justice Research and Development-Florida State University and Meridian Behavioral Health* (hereinafter the “Agreement”) a copy of which is attached hereto, for the aforementioned reasons.

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

**Section 1.** The above recitals are adopted and hereby incorporated by reference.

**Section 2.** The City Council is hereby authorized to execute and enter into the Agreement with the Institute for Justice Research and Development-Florida State University and Meridian Behavioral Health.

**Section 3.** The City Manager and City Attorney are authorized to make such reasonable changes and modifications to the Agreement as may be deemed necessary to be in the best interest of the City and its citizens. The Chief of Police is authorized and directed to execute and deliver the Agreement in the

name and on behalf of the City, with such changes, amendments, modifications, omissions, and additions made by the City Manager and City Attorney. Execution by the Chief of Police and the Florida Department of Law Enforcement shall be deemed to be conclusive evidence of approval of such changes, amendments, modifications, omissions, and additions.

**Section 4.** This resolution shall take effect immediately.

**PASSED AND ADOPTED** by the City Council on the \_\_\_\_ day of December 2020.

**CITY OF LAKE CITY, FLORIDA**

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

ATTEST:

APPROVED AS TO FORM AND  
LEGALITY:

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

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



**Memorandum of Understanding (MOU)**  
**between**  
**Lake City Police Department**  
**and**  
**Institute for Justice Research and Development-Florida State University**  
**And**  
**Meridian Behavioral Health**

This MOU is between Lake City Police Department (hereinafter "LCPD"), Meridian Behavioral Health (hereinafter "Meridian"), and the Florida State University Institute for Justice Research and Development (hereinafter "IJRD"). The purpose of this agreement is to (1) engage in a research study that aims to identify ways to reduce the amount of repeated interactions between individuals who have severe mental health and substance use disorders and law enforcement agencies, (2) identify ways to optimize the use of crisis stabilization units and post discharge supports. The term of the agreement is October 2020 through July 2021.

**The parties hereby agree to collaborate on projects that are mutually beneficial and advance the mission of all organizations. The parties agree to perform the following activities during the course of this MOU:**

**IJRD is responsible for**

- Providing a video training of the current state of evidence of best practices.
- Coordinating meetings and focus groups with law enforcement professionals.
- Maintaining anonymity of any data collected from officers.
- Providing a written report and a presentation of the results of the study.
- Maintaining political neutrality so IJRD will not engage in political pursuits in the performance of this agreement.

**LCPD agrees to**

- Law enforcement will participate in individual meetings and/or focus groups with the research team. The Chief can specify whether they would like individual meetings or focus groups for their staff.
  - The number of law enforcement officers interviewed will depend on the size of the agency and the chief/sheriff's preferences.
  - There will be no more than 2 data collection meetings/focus groups per law enforcement official and the researchers anticipate that these meetings will last no longer than 60 minutes.
  - The purpose of the meetings are to collect information about law enforcement officer experiences and perception around coming into contact with civilians who are in mental health or substance abuse crisis, and solicit any recommendations they have to increase the likelihood that will not have repeat encounters with these civilians.
- The opportunity to review and contribute to joint publications.





## FLORIDA STATE UNIVERSITY

COLLEGE OF SOCIAL WORK

*Institute for Justice Research and Development*

### **Meridian Agrees to**

- Collaborate with IJRD in developing a training video of current state of evidence of best practices
- Cultivate the research-practitioner partnership, build capacity, and exchange ideas in an effort to study utilization of crisis stabilization units (CSU) among law enforcement as an alternative to jail, barriers and facilitators of CSUs with mobile and technology-assisted aftercare.
- The opportunity to review and contribute to joint publications.

### **Benefits for the collaborators**

Law enforcement will benefit from a training on the current state of evidence of best practices, participation in a research study that will inform the agency of ways to decrease repeated interactions with individuals with mental health and substance abuse crises, and collaboration with a behavioral health organization that can assist in delivering services to citizens and agencies.

IJRD will benefit by advancing the knowledge base of police response with individuals in mental health and substance abuse crisis and the utilization of crisis stabilization units.

Meridian will benefit from collaboration with law enforcement department on ways to provide services with individuals in mental health or substance abuse crisis.

Collaborators can review and determine if other efforts are deemed necessary and beneficial by the parties hereto.

### **Contacts**

Argatha Gilmore  
Chief of Police – Lake City Police Department  
225 NW Main Blvd., Suite 102  
Lake City FL 32055-3964  
Email: [GilmoreA@lcfla.com](mailto:GilmoreA@lcfla.com)  
Phone: 386-758-5484

Donald Savoie  
President/Chief Executive Officer  
Meridian Behavioral Healthcare  
4300 SW 13<sup>th</sup> Street  
Gainesville, Florida 32608  
Email: [don\\_savoie@MBHCI.org](mailto:don_savoie@MBHCI.org)  
Phone: (352) 374-5600

Kerensa P. Lockwood, PhD  
Director of Implementation and Administration  
Institute for Justice Research and Development  
Florida State University  
2010 Levy Avenue, Suite 3400  
Tallahassee, Florida 32310-5712  
Email: [klockwood@fsu.edu](mailto:klockwood@fsu.edu)  
Phone: (850) 644-4753



### **Termination**

This MOU may be terminated at any time upon the mutual consent of both parties or unilaterally by either party upon no less than thirty (30) calendar days' notice. Notice shall be delivered by express mail or other method whereby a receipt of delivery may be obtained.

### **Participant Confidentiality**

Program participant confidentiality is of the utmost concern. Program Participant information must remain confidential to the extent allowed by law in accordance with applicable local, state and federal laws. Information obtained in connection with the direct services to any client must not be disclosed without the client's signed consent, except as required by law. Unless given client consent to release such information or such release is required by law, names of clients must remain confidential as well as other personally identifying information that, alone or in conjunction with other data, is likely to disclose a client's identity and/or location. Nothing contained herein may prohibit any disclosure permitted by a client or required by law, including, but not limited to, disclosure for purposes of monitoring, audit, oversight, or evaluation of the MOU.

### **Non-Disclosure of Confidential and Proprietary Information**

Each party hereto (and/or its respective affiliated entities) is the owner of certain confidential and proprietary information relating to its business and the business model processes and related analytics, data and predictive trends information and services being provided during the trauma-informed care Intervention process, including without limitation, the business model process of said services and the designs thereof, creative proprietary materials, concepts, development plans, marketing materials and plans, customer information, databases, business plans, internal electronic mail documents, demographic or sales strategies, licenses, agreements, copyrighted or trademarked material, strategic partnering plans, management models, financial data, as well as all information marked as confidential, for convenience herein called the "**Confidential Information.**" The parties hereto may determine to share such Confidential Information, by granting a perpetual, nonexclusive, non-sublicensable, non-assignable, limited-right use, including the right to publish and make derivative works thereof; provided that with respect to any use of any Confidential Information, whether in whole or in part, the Disclosing Party shall be properly attributed as the source of the information used by the Receiving Party. Each party hereto acknowledges and agrees that all Confidential Information is and shall remain the sole property of the Disclosing Party and that FSU and/or FSU-IJRD has the right to publish its own content for academic purposes.

Any and all notes, analyses, drawing, compilations, studies, interpretations or other documents prepared by or on behalf of each party hereto which contain, reflect or are based upon, in whole or in part, the Confidential Information furnished to the Receiving Party, regardless of the medium, whether written, oral or otherwise, by Disclosing Party hereunder shall also be deemed



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to be Confidential Information. Further, all Confidential Information is considered by Disclosing Party to be confidential and proprietary to it.

Likewise, ownership of intellectual property, including all legal rights relating to inventions, patent applications, copyrights, trademarks, and any other legally protectable information, including but not limited to, the data, reports, report templates and formats, information, results, statistics, predictive trends, and other materials utilized, created, discovered, and otherwise applied to the trauma-informed care evaluation shall vest in the party whose personnel conceived the subject matter, and such party may perfect legal protection therein in its own name and at its own expense. The party personnel who makes an intellectual property claim of authorship, inventorship, or other ownership rights shall provide prior notice to the parties of this agreement of any intellectual property filing.

The parties hereto do not wish (i) to make the Confidential Information generally public or common knowledge, or (ii) to allow the Receiving Party to profit from or otherwise use such Confidential Information. Consequently, Confidential Information shall only be disclosed and used in accordance with the terms and conditions expressly set forth in this MOU and governing public record laws.

### **Confidential Information and Non-Disclosure**

As a condition to Disclosing Party furnishing certain Confidential Information to the Receiving Party, Disclosing Party requires that the Receiving Party agree (i) to treat as confidential, (ii) not to disclose or otherwise use, and (iii) not to copy, summarize or otherwise reproduce, any written, oral, or other information Disclosing Party or its agents furnish to the Receiving Party whether furnished on or after the Effective Date. In order for Confidential Information to be protected in accordance with this MOU, such information must be disclosed by Disclosing Party to the Receiving Party in writing or other tangible form.

1. **Exclusions.** The term “**Confidential Information**” does not include information that (i) becomes generally available to the public other than as a result of a disclosure by the Receiving Party or its Representatives (as hereinafter defined), (ii) the Receiving Party can document was available to it on a non-confidential basis, prior to its disclosure by or on behalf of Disclosing Party, from a source that is not known to be bound by a confidentiality, non-disclosure or similar agreement, or (iii) the Receiving Party can document was developed independently by the Receiving Party prior to the date received by Receiving Party.
2. **Use of Confidential Information.** The Receiving Party agrees that it will not exploit or otherwise use the Confidential Information for its own benefit or the benefit of any third party in any way detrimental to Disclosing Party or otherwise, and that such information will be kept confidential by the Receiving Party and each of the Receiving Party’s Representatives. Notwithstanding anything to the contrary in this MOU, the Confidential Information may be disclosed by the Receiving Party to its and its affiliates’ directors, officers, employees, agents and consultants (collectively, the “**Representatives**”) acting on



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the Receiving Party's behalf who need to know such information strictly for the purpose of evaluating certain cooperative activities between the parties; provided, however, that prior to the Receiving Party's disclosure of any Confidential Information, such Representatives shall be informed of the confidential nature of such information and shall be directed by the Receiving Party, and shall agree to treat such information confidentially, in accordance with the terms of this MOU.

3. **Notice of Required Disclosure.** In the event that the Receiving Party is required by a court or governmental entity (by oral questions, interrogatories, requests for information or documents, subpoena, civil investigative demand or similar process) to disclose any Confidential Information or other information supplied to it or its Representatives in the course of these dealings, it is agreed that the Receiving Party will provide Disclosing Party with prompt notice of such request(s) so that Disclosing Party may seek an appropriate protective order and/or waive compliance with the provisions of this MOU.
  
4. **Return of Confidential Information.** In the event of the first to occur of (i) request by Disclosing Party; or (ii) the termination of discussions between the parties after the Receiving Party has been furnished with Confidential Information; the Receiving Party will promptly redeliver to Disclosing Party all Confidential Information and other information provided by or on behalf of Disclosing Party to the Receiving Party and all copies or reproductions thereof. Disclosing Party may, in its discretion, request that the Receiving Party destroy rather than return the Confidential Information and other information provided by or on behalf of Disclosing Party, in which event the Receiving Party will promptly destroy all such information and will execute and shall thereafter deliver to Disclosing Party a certification attesting to the full and complete destruction of such information and any and all copies and reproductions thereof. Notwithstanding the foregoing, the Receiving Party and its Representatives may retain the minimum number of copies of the Confidential Information to the extent necessary to comply with applicable law and document retention policies, which shall be used solely for such purposes, and one copy of the Confidential Information in the Receiving Party's and its Representatives' archives, which shall be used solely for the Receiving Party's and its Representatives' confirming and performing the Receiving Party's obligations under this MOU, and neither the Receiving Party nor its Representatives shall be required to expunge Confidential Information from automatic computer archiving conducted as part of established document retention policies. Notwithstanding the return or destruction of Confidential Information, the Receiving Party and its Representatives shall continue to be bound by their obligations of confidentiality and other obligations hereunder.
  
5. **No Representation and Warranty.** The Receiving Party acknowledges and agrees that Disclosing Party makes no representation or warranty, whether express or implied, about the accuracy or completeness of the Confidential Information under this MOU, nor does Disclosing Party have any duty or obligation to update or otherwise supplement the Confidential Information under this MOU. The Receiving Party agrees that neither Disclosing Party nor its directors, officers, employees, agents or consultants will have any



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liability to the Receiving Party or the Receiving Party's Representatives resulting from the accuracy or use of the Confidential Information consistent with the terms of this agreement.

### **Liability**

Each party shall be responsible for the negligent acts or omissions of its employees, officers, or directors, to the extent allowed by law. Nothing in this agreement shall be construed as waiving any lawful defense or extending liability of the State of Florida beyond the provisions established under Florida law.

### **Independent Agreement or and Use of Name**

The relationship of the parties under this agreement is that of independent parties and they are not agents, employees, partners or joint venturers of one another. No party has the authority to bind any other party in any agreement or to incur any debts or obligations on behalf of any other party, and no party (including any employee or other representative of a party) shall take any action that attempts or purports to bind any other party in any agreement or to incur any debts or obligations on behalf of any other party, without the affected party's prior written approval. Neither party may use the other party's name in any advertising or publicity statements without such party's prior written consent.

### **Nondiscrimination**

As a condition of this MOU, each party hereto agrees that it will take all necessary actions to ensure that, in connection with any work under this MOU, each party, its associates and subcontractors will not discriminate in the treatment or employment of any individual or groups of individuals on the grounds of race, color, religion, national origin, age, sex, or handicap unrelated to job performance, either directly, indirectly or through contracts or other arrangements. Each Entity shall also comply with all applicable requirements of the Americans with Disabilities Act, 42 U.S.C.A. §§12101-12213, as amended.

### **Agreement Assignment**

Neither party hereto shall assign this agreement, in whole or in part, without the prior written consent of the other party.

### **Governing Law and Venue**

This MOU and any amendments thereto shall be governed by the laws of the State of Florida. Venue for all legal proceedings arising out of this MOU shall be in the state or federal court with competent jurisdiction in Leon County, Florida, and the parties waive any objection that such venue is improper or inconvenient.



**Entire Agreement**

This agreement embodies the entire and complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties and relating to matters in this agreement, and, except as otherwise provided herein, cannot be modified without written agreement of the parties to be attached to and made a part of this agreement.

**Notice**

The parties have identified the following individuals as responsible for the management and administration of this agreement. These individuals are responsible for enforcing performance of the agreement terms and conditions and shall serve as liaison regarding issues arising out of this agreement and for receipt of all notices required to be given hereunder:

THE REMAINING PORTION OF THIS PAGE IS INTENTIONALLY LEFT BLANK



<p><b>For FSU:</b>          Kerensa Lockwood, PhD          Director of Implementation and Administration          FSU Institute for Justice and Development          2010 Levy Avenue, Suite 3400          Tallahassee, FL 32310-5712          Email: <a href="mailto:klockwood@fsu.edu">klockwood@fsu.edu</a>          Phone: (850) 644-4753</p>	<p><b>For Lake City Police Department:</b>          Argatha Gilmore          Chief of Police – Lake City Police Department          225 NW Main Blvd., Suite 102          Lake City FL 32055-3964          Email: <a href="mailto:GilmoreA@lcfpa.com">GilmoreA@lcfpa.com</a>          Phone: 386-758-5484</p>
<p><b>For Meridian Behavioral Health:</b>          Donald Savoie President/Chief Executive Officer          4300 SW 13th Street          Gainesville, Florida 32608          Email: <a href="mailto:don_savoie@MBHCI.org">don_savoie@MBHCI.org</a>          Phone: (352) 374-5600</p>	

**IN WITNESS WHEREOF**, the parties have executed this Memorandum of Understanding as of the Effective Date.

**Florida State University**  
**College of Social Work**

**Lake City Police Department**

---

James Clark, PhD  
 Dean  
 College of Social Work  
 Date:

---

Argatha Gilmore  
 Chief of Police  
 Date:

**Florida State University**  
**Institute for Justice Research & Development**

**Meridian Behavioral Health:**

---

Kerensa P. Lockwood, PhD  
 Director of Implementation and Administration  
 FSU Institute for Justice Research and Development  
 Date:

---

Donald Savoie  
 President/Chief Executive Officer  
 Date:

**File Attachments for Item:**

14. City Council Resolution No. 2020-141 - A resolution of the City Council of the City of Lake City, Florida, authorizing the execution of a Mutual Aid Agreement with participating agencies and the Florida Department of Law Enforcement to form a North Florida Child Abduction Response Team.



**CITY COUNCIL RESOLUTION NO. 2020-141**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AUTHORIZING THE EXECUTION OF A MUTUAL AID AGREEMENT WITH PARTICIPATING AGENCIES AND THE FLORIDA DEPARTMENT OF LAW ENFORCEMENT TO FORM A NORTH FLORIDA CHILD ABDUCTION RESPONSE TEAM.**

**WHEREAS**, the Lake City Police Department desires to renew its participation in a multi-jurisdictional effort to rescue abducted children which has been named the Child Abduction Response Team (hereinafter “CART”); and

**WHEREAS**, the City of Lake City, Florida (hereinafter the “City”) and the Lake City Police Department have the authority, pursuant to the “Florida Mutual Aid Act”, to enter into a voluntary agreement for the cooperation and assistance of a routine law enforcement nature that crosses jurisdictional lines; and

**WHEREAS**, the City Council finds it to be in the best interests of the City to renew and enter into the mutual agreement titled the *Voluntary Cooperation Mutual Aid Agreement Between the Participating Agencies and the Florida Department of Law Enforcement to Form a North Florida Child Abduction Response Team* (the “Agreement”) a copy of which is attached hereto, with multiple agencies for the aforementioned reasons.

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

**Section 1.** The above recitals are adopted and hereby incorporated by reference.

**Section 2.** The City Council is hereby authorized to execute and enter into the Agreement with the Florida Department of Law Enforcement and other participating law enforcement agencies.

**Section 3.** The City Manager and City Attorney are authorized to make such reasonable changes and modifications to the Agreement as may be deemed necessary to be in the best interest of the City and its citizens. The Chief of Police is authorized and directed to execute and deliver the Agreement in the name and on behalf of the City, with such changes, amendments, modifications, omissions, and additions made by the City Manager and City Attorney. Execution by the Chief of Police and the Florida Department of Law Enforcement

shall be deemed to be conclusive evidence of approval of such changes, amendments, modifications, omissions, and additions.

**Section 4.** This resolution shall take effect immediately.

**PASSED AND ADOPTED** by the City Council on the \_\_\_\_ day of December 2020.

**CITY OF LAKE CITY, FLORIDA**

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

ATTEST:

APPROVED AS TO FORM AND  
LEGALITY:

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

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

**VOLUNTARY COOPERATION MUTUAL AID AGREEMENT BETWEEN THE  
PARTICIPATING AGENCIES AND THE FLORIDA DEPARTMENT OF LAW  
ENFORCEMENT TO FORM A NORTH FLORIDA CHILD ABDUCTION RESPONSE  
TEAM**

**WHEREAS**, the below subscribed law enforcement agencies have joined together in a multi-jurisdictional effort to rescue abducted children and under appropriate circumstances allocate their resources to missing/endangered children cases; and

**WHEREAS**, the undersigned agencies are all participants in a multi-agency effort known collectively as the **Child Abduction Response Team (CART)**; and

**WHEREAS**, the undersigned agencies agree to utilize applicable state and federal laws to prosecute criminal, civil, and forfeiture actions against identified violators, as appropriate; and

**WHEREAS**, the undersigned agencies have the authority under Part 1, Chapter 23, Florida Statutes, "the Florida Mutual Aid Act," to enter into a voluntary agreement for cooperation and assistance of a routine law enforcement nature that crosses jurisdictional lines; and

**WHEREAS**, the subscribing law enforcement agencies are so located in relation to each other that it is to the advantage of each to receive and extend mutual aid in the form of law enforcement services and resources to adequately respond to continuing, multi-jurisdictional criminal activity, so as to protect the public peace and safety, and preserve the lives and property of the citizens; and

**WHEREAS**, this agreement does not supersede or take the place of any other agreement entered into by the various members of the Child Abduction Response Team. Those agreements shall remain in full effect.

**NOW THEREFORE**, the Parties agree as follows:

As acknowledged by their execution of this Agreement, each of the undersigned law enforcement agencies approve, authorize and enter into this Agreement at the request of the member agencies of the Child Abduction Response Team (CART) and the Florida Department of Law Enforcement (FDLE), subject to the terms and conditions noted herein, for the purposes and goals indicated.

Additional Parties may, at the request and with the approval of FDLE and the other CART members, enter into this Agreement at a later date as evidenced by their signing of this Agreement. Any Party may cancel its participation in this Agreement upon delivery of written notice of cancellation to FDLE.

**CART GOALS AND COOPERATION TO BE RENDERED:**

The goal of the CART is to provide a pool of specialized investigators to focus dedicated and intensive investigative, preventative, and general law enforcement efforts primarily with regard to abducted children. To provide for voluntary cooperation, each of the CART agencies hereby

approve and enter into this agreement whereby each of the agencies may request and render law enforcement assistance to the other in dealing with any violations of Florida Statutes including, but not limited to, the arrest and criminal prosecution of those involved in child kidnapping, abduction, false imprisonment and similar or related crimes (utilizing state and federal prosecutions, as appropriate); the rescue of the abducted child or children and the seizure and forfeiture of assets of those engaged in child abduction or otherwise supporting such activity (utilizing state and federal forfeiture options, as appropriate).

Nothing herein shall otherwise limit the ability of participating CART members to provide, as provided by or allowed by law, such assistance in any enforcement action as may be lawfully requested by a law enforcement officer having jurisdiction over an incident, crime or matter under consideration.

The Parties to this Agreement are contributing personnel and resources in support of the CART efforts, with the operations of the CART being coordinated with FDLE and other agency members.

**JURISDICTION, PROCEDURES FOR REQUESTING ASSISTANCE,  
COMMAND AND SUPERVISORY RESPONSIBILITY:**

The principal sites of CART activity shall be the following counties: Franklin, Liberty, Gadsden, Leon, Wakulla, Jefferson, Madison, Hamilton, Columbia, Suwanee, Taylor, Lafayette and Dixie.

When engaged in CART operations that have been approved by FDLE, as contemplated by this Agreement, CART members that do not otherwise have jurisdictional authority shall enjoy full jurisdictional authority anywhere in the State of Florida, although principally focused within the principal sites of CART activity listed herein, with full power to enforce Florida laws and avail themselves of the provisions of this Agreement. Officers assigned to CART operations pursuant to this agreement shall be empowered to render enforcement assistance and take law enforcement action in accordance with the law and the terms of this Agreement. Execution of this agreement and continued participation by FDLE and one or more CART member agencies shall constitute a general reciprocal, continuing request for and granting of assistance between the members of the Team that shall be considered authorized in accordance with the provisions of this Agreement. No additional or specific formal request for assistance is required. CART members operating outside the jurisdiction of their respective Agencies shall not enjoy extra-jurisdictional authority as law enforcement officers unless engaged in approved CART activities as stated herein. Pursuant to Section 23.127(1), Florida Statutes, employees and agents of the undersigned Agencies participating in the CART, when engaging in authorized mutual cooperation and assistance pursuant to this Agreement, have the same powers, duties, rights, privileges and immunities as if the employees were performing duties inside the political subdivision in which the employee is normally employed.

Activities shall be considered authorized only when approved and directed as provided herein by an FDLE supervisor or command designee. The CART will normally function as a force multiplier for the requesting agency, and the requesting agency will remain as the lead agency in overall control of the investigation, unless the requesting agency has formally asked that the CART, under FDLE supervision or other FDLE approved supervision, assume control of the investigation. The Parties stipulate that in the event that a significant investigative or jurisdictional dispute should arise, the issue will immediately be forwarded to the relevant agency chief executives for resolution. If at any time an FDLE supervisor or FDLE Special

Agent designee(s) determines that an extra-territorial CART operation pursuant to this agreement should be terminated, said operation is to be promptly terminated in a manner assuring the safety of all involved law enforcement officers.

No CART employee or agent shall engage in activities outside the jurisdictional territory of the CART pursuant to the authority of this Agreement that are not approved, are unreported or otherwise unknown to the FDLE supervisor and which are not documented as provided herein. FDLE supervisor(s) shall maintain documentation that will demonstrate the daily involvement of specific employees or agents provided by the Parties to this Agreement, including each operation's supervisor or designated leader. Such documentation will assist in memorializing which individuals had mutual aid authority pursuant to this Agreement for particular time periods.

After consultation with other participating CART agencies, FDLE may request that a particular employee or agent of the CART no longer be allowed to participate in furtherance of this Agreement. Upon receiving the request, the employing Agency shall promptly terminate said person's participation in the activities contemplated by this provision of the Agreement. Upon the request of a participating agency that a sworn or support member of FDLE no longer participate in the CART, FDLE shall, if otherwise in FDLE's best interest to do so, terminate said member's participation in the CART. With the approval of FDLE, a Party to this Agreement may otherwise add, substitute, reinstate, or replace any of its sworn or support employees participating in the CART.

Whenever an operation occurs outside the territorial limits of the principal sites of CART activity as set forth herein, the Chief of Investigations for the FDLE office in the region affected shall be notified about the presence of CART personnel in his or her region. Local law enforcement in the area of operation will be notified, as appropriate.

Nothing herein shall otherwise limit the jurisdiction and powers normally possessed by an employee as a member of the employee's Agency.

#### **FORFEITURE ACTIONS ARISING FROM THIS AGREEMENT:**

Forfeiture actions based upon seizures made by the CART may be pursued in either state or federal court. Actions shall be based upon current statutory and case law. Distribution of the proceeds shall be shared equally among the participating agencies, or as otherwise specified by written agreement.

#### **PROPERTY AND EVIDENCE:**

All property and evidence, including currency, seized within Florida but outside the primary jurisdictional area for CART operations, in connection with state violations and pursuant to this Agreement, shall be taken into custody, processed and documented by an FDLE Special Agent in accordance with FDLE policy relating to the handling of property, evidence and currency.

When such items are seized within the primary jurisdictional area for CART operations, in connection with state violations and pursuant to this Agreement, the items may be taken into custody, processed, documented and maintained by the lead agency, the agency with primary jurisdiction or as otherwise agreed upon.

In the event an investigation becomes a federal case or inquiry, any such property and evidence will be transferred into the custody of the Federal Bureau of Investigation or handled in accordance with their direction.

#### **LIABILITY AND COST-RELATED ISSUES:**

Each Party engaging in any mutual cooperation and assistance pursuant to this Agreement agrees to assume its own liability and responsibility for the acts, omissions, or conduct of such Party's own employees while such employees are engaged in rendering such aid, cooperation and assistance pursuant to this Agreement. Nothing herein shall be deemed to constitute a waiver of any sovereign immunity to which any Party is entitled statutorily under Section 768.28, Florida Statutes, or based on common law or case law. Each Party shall remain responsible for the compensation, retirement, workers compensation and other benefits accruing to the benefit of their participating employees.

Each Party to this Agreement agrees to furnish necessary personnel, property, police equipment, vehicles, resources and facilities to render services to each other Party to this Agreement in order to effect the purposes of the CART and agrees to bear the cost of loss or damage to such equipment, vehicles, or property. Parties understand and agree that they will be responsible for their own liability and bear their own costs with regard to their property and resources, or personnel expenses incurred by reason of death, injury or incidents giving rise to liability. This provision shall not preclude necessary property or resources being purchased, funded, or provided by a participating Party via the Party's legally vested forfeiture funds, if otherwise authorized by law.

Each Agency furnishing aid pursuant to this Agreement shall compensate its own employees during the time such aid is rendered and shall defray the actual expenses of its employees while they are rendering such aid, including any amounts, if legally applicable, that may be determined to be payable for compensation due to personal injury or death while such employees are engaged in rendering such aid. The privileges and immunities from liability, exemption from laws, ordinances, and rules, and all pension, insurance, relief, disability, workers' compensation, salary (including overtime compensation or compensatory time), death and other benefits that apply to the activity of an employee of an Agency when performing the employee's duties within the territorial limits of the employee's Agency shall apply to the employee to the same degree, manner, and extent while such employee acts under this Agreement. This provision shall not preclude payment of compensation, including overtime compensation, for its personnel utilizing its legally vested forfeiture funds to the extent allowed by law.

Each Party agrees to maintain its own comprehensive general liability insurance, professional liability insurance, and automotive liability insurance or maintain a self-insuring fund for the term of this Agreement in the amounts determined by each Party to adequately insure such Party's liability assumed herein. But, for Florida law enforcement officers, in no event shall such coverage be less than the statutory waiver of sovereign immunity limits. Each Party agrees to provide the other Parties with a copy of the respective insurance or self-insurance required hereunder, including the endorsements thereto and renewals thereto. In the event a Party maintains a self-insurance fund, such Party agrees to provide the other Parties with documentation to substantiate the existence and maintenance of such self-insurance fund. The Parties agree that federal participants will be governed by applicable federal laws concerning the above liability issues.

### **COMPLAINTS AGAINST CHILD ABDUCTION RESPONSE TEAM MEMBERS:**

Whenever a complaint has been lodged as a result of CART efforts outside their jurisdictional boundaries pursuant to this Agreement, a designee of FDLE shall ascertain at a minimum:

The identity(ies) of the complainant(s) and an address where the complainant(s) may be contacted, the nature of the complaint, any supporting evidence or facts as may be available, including the names and addresses of witnesses to that which has been complained about, the identity(ies) of the CART participant(s) accused and the employing Agency(ies) of the participant(s) accused.

FDLE will promptly provide to each affected employing Agency the above information for administrative review and appropriate handling or disposition. Each affected employing Agency shall, upon completion of said review, notify FDLE of its findings and any actions taken.

The Parties agree that federal agency participants will handle any complaints against their personnel while such federal personnel are involved in CART operations.

### **OBLIGATION TO COORDINATE WITH PROSECUTOR'S OFFICE:**

The principal goal of the Child Abduction Response Team is the rescue of abducted children and the arrest of criminal perpetrators. An equally important goal is the successful prosecution of perpetrators. The latter requires close coordination with prosecuting authorities, both in the state and federal courts. Members of the CART are obligated to coordinate their efforts in such a way as to support the efficient prosecution of cases, including, but not limited to, prompt responses to requests from prosecutors for information or assistance in handling CART generated cases and reasonable availability for pretrial conferences with prosecutors, discovery depositions, pretrial hearings and trials. Civil or administrative actions derived from CART operations are likewise to receive coordinated support efforts from CART members. CART supervisors shall monitor the efforts of CART members in support of criminal prosecutions, civil actions, administrative actions and forfeiture cases. Such monitoring shall include regular contact with assigned prosecutors or attorneys pursuing actions on behalf of the CART to assure the expected level of support from CART members is occurring. Failure by a member of the CART to support such efforts on a routine and regular basis in the manner set forth herein shall constitute grounds for removal of the member from this Agreement.

### **COPY TO EACH PARTICIPATING CART MEMBER AGENCY:**

When this Agreement is fully executed, a copy shall be provided to each CART member so that each member may be fully aware of the powers, limitations, and expectations applicable to CART members and operations.

### **TERM OF AGREEMENT:**

This Agreement shall be effective as to the executing Parties upon execution by the member agencies of the CART and FDLE. As each additional Party executes this Agreement, it shall be effective as to the newly executing Party.

**This Agreement may be duplicated for dissemination to all Parties, and such duplicates shall be of the same force and effect as the original.**

**Execution of this Agreement may be signified by properly signing and dating a separate signature page.**

**The original agreement and all signature pages shall be maintained by the FDLE Office of General Counsel. A copy of this agreement will also be maintained by the Special Agent in Charge for the CART region of operation.**

**This Agreement shall remain in full force as to all participating Parties until December 31, 2025, unless terminated in writing by FDLE as to all or separate Parties. This agreement may be renewed, amended, or extended only in writing. Any Party may withdraw from this Agreement upon providing written notice to FDLE and all other participating Parties. Any written cancellation or extension shall be maintained with the original agreement and a copy forwarded to FDLE Mutual Aid office.**



**PARTY'S ACCEPTANCE OF THE FLORIDA DEPARTMENT OF LAW ENFORCEMENT, VOLUNTARY COOPERATION MUTUAL AID AGREEMENT BETWEEN THE MEMBER AGENCIES OF THE NORTH FLORIDA CHILD ABDUCTION RESPONSE TEAM.**

Pursuant to Section 23.1225(3), F.S., this agreement may be entered into by a chief executive officer of the agency who is authorized to contractually bind the agency. By signing below, an indication of such authorization is being made. Any signatory may attach to this signature page any further evidence of authorization you wish to remain on file at FDLE along with this signature page.

\*\*\*\*\*

**For the Florida Department of Law Enforcement (FDLE):**



Richard L. Swearingen  
Executive Director, Florida Department of Law Enforcement

JD  
5/22/20

5/29/2020  
Date

**PARTY'S ACCEPTANCE OF THE FLORIDA DEPARTMENT OF LAW ENFORCEMENT, VOLUNTARY COOPERATION MUTUAL AID AGREEMENT BETWEEN THE MEMBER AGENCIES OF THE NORTH FLORIDA CHILD ABDUCTION RESPONSE TEAM.**

Pursuant to Section 23.1225(3), F.S., this agreement may be entered into by a chief executive officer of the agency who is authorized to contractually bind the agency. By signing below, an indication of such authorization is being made. Any signatory may add or attach to this signature page any further evidence of authorization you wish to remain on file at FDLE along with this signature page.

\*\*\*\*\*

**For the Lake City Police Department:**

\_\_\_\_\_  
**Honorable Argatha Gilmore**  
Chief of Police, Lake City Police Department

\_\_\_\_\_  
Date of Execution

**File Attachments for Item:**

15. City Council Resolution No. 2020-142 - A resolution of the City Council of the City of Lake City, Florida authorizing the conveyance of an easement to a portion of the sidewalk on veterans street to the John G. Kuykendall Living Trust measuring approximately 48.75 feet.

**CITY COUNCIL RESOLUTION NO. 2020-142**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA AUTHORIZING THE CONVEYANCE OF AN EASEMENT TO A PORTION OF THE SIDEWALK ON VETERANS STREET TO THE JOHN G. KUYKENDALL LIVING TRUST MEASURING APPROXIMATELY 48.75 FEET.**

**WHEREAS**, the City of Lake City, Florida, (hereinafter the "City"), owns the right-of-way, including the sidewalks, to Veterans Street (hereinafter the "City Property") in downtown Lake City; and

**WHEREAS**, John G. Kuykendall as Trustee of the John G. Kuykendall Living Trust (hereinafter the "Trust"), owns title to the property located at 248 North Marion Avenue, Lake City, Florida, more particularly described in deed recorded in Official Records Book 1229, Page 2580, public records of Columbia County, Florida (hereinafter the "Trust Property"), which abuts the Veterans Street sidewalk along the South boundary of the Trust Property; and

**WHEREAS**, the Trust desires to construct a security gate and railings to the Trust Property's fire escape located on the Trust Property abutting Veterans Street; and

**WHEREAS**, the Trustee has requested the City convey the Trust an easement along a portion of the sidewalk adjacent to the Trust Property to allow for construction of the security gate and railings; and

**WHEREAS**, the City Council finds that a conveyance to the Trust of an easement along that portion of Veterans Street sidewalk more particularly described as follows, is in the best interests of the City:

COMMENCE at the Southwest corner of Block 9, Central Division, City of Lake City, Florida, and run North 88°25'04" East along the South line of said Block 9 a distance of 101.54 feet to the POINT OF BEGINNING; thence continue North 88°25'04" East along said South line of Block 9 a distance of 10.91 feet; thence South 01°34'24" East a distance of 4.46 feet; thence South 88°22'57" West a distance of 10.91 feet; thence North 01°35'14" West a distance of 4.47 feet to a point on the South line of said Block 9 and the POINT OF BEGINNING. Containing 48.75 square feet, more or less,

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

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

**Section 2.** The City is hereby authorized to convey the aforementioned easement property to the Trust.

**Section 3.** The City Manager and City Attorney are authorized to make such reasonable changes and modifications to the Deed the easement property 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.

FLK/aj  
11/30/2020

**PASSED AND ADOPTED** a meeting of the City Council this \_\_\_\_ day of  
December 2020.

**CITY OF LAKE CITY, FLORIDA**

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

ATTEST:

APPROVED AS TO FORM AND  
LEGALITY:

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

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

**EASEMENT DEED**

THIS QUIT CLAIM DEED made and executed this \_\_\_\_\_ day of December 2020 between the City of Lake City, Florida having a mailing address of 205 North Marion Avenue, Lake City, Florida 32055, (“GRANTOR”); and the John G. Kuykendall Living Trust, Trustee John G. Kuykendall, dated February 15, 2012, and any amendments thereto, having a mailing address of 248 North Marion Avenue, Lake City, Florida 32055, GRANTEE.

**WITNESSETH:**

That Grantor, for and in consideration of the mutual obligations herein contained, and other valuable consideration, receipt of which is hereby acknowledged, has given and granted, and by these presents does give and grant unto the Grantee, its successors and assigns, an easement on, over, under, and across real property in Columbia County, Florida, described in “Exhibit A” attached hereto and incorporated herein (the “Property”).

Grantor and Grantee acknowledge and agree that the Grantee shall be entitled to alter the easement for the purpose of providing, installing, and maintaining a security gate and railings to the existing fire escape along the South side of the existing building abutting Veterans Street, together with all rights reasonably necessary or incident thereto, including the right of ingress and egress to and from the Property to the Grantee, its successors and assigns, for the purpose of exercising its rights provided for herein.

**TO HAVE AND TO HOLD** the same unto the said Grantee, its successors and assigns, forever.

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

IN WITNESS WHEREOF, Grantor has set his hand and seal the day and year first written above.

Signed, sealed and delivered  
in the presence of:

**CITY OF LAKE CITY, FLORIDA**

\_\_\_\_\_  
Witness

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

\_\_\_\_\_  
(Type or print name)

[SEAL]

\_\_\_\_\_  
Witness

\_\_\_\_\_  
(Type or print name)

ATTEST:

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

**STATE OF FLORIDA  
COUNTY OF COLUMBIA**

The foregoing instrument was acknowledged before me by means of [check one box] \_\_\_\_ physical presence or \_\_\_\_ online notarization, this \_\_\_\_ day of December, 2020 by STEPHEN M. WITT, Mayor of the City of Lake City, Florida, and AUDREY E. SIKES, City Clerk of the City of Lake City, Florida, who are either \_\_\_\_ personally known to me or produced \_\_\_\_\_ as identification.

[SEAL]

\_\_\_\_\_  
Notary Public – Signature

\_\_\_\_\_  
Notary Name - Printed



## EXHIBIT A

### DESCRIPTION

A part of the Central Division, City of Lake City, in Section 32, Township 3 South, Range 17 East, Columbia County, Florida, being more particularly described as follow:

COMMENCE at the Southwest corner of Block 9, Central Division, City of Lake City, Florida, and run North  $88^{\circ}25'04''$  East along the South line of said Block 9 a distance of 101.54 feet to the POINT OF BEGINNING; thence continue North  $88^{\circ}25'04''$  East along said South line of Block 9 a distance of 10.91 feet; thence South  $01^{\circ}34'24''$  East a distance of 4.46 feet; thence South  $88^{\circ}22'57''$  West a distance of 10.91 feet; thence North  $01^{\circ}35'14''$  West a distance of 4.47 feet to a point on the South line of said Block 9 and the POINT OF BEGINNING. Containing 48.75 square feet, more or less.

**File Attachments for Item:**

17. Discussion and Possible Action - Public Safety Advisory Committee - (Mayor Witt) Currently the City does not have a Public Safety Advisory Committee. If council would like to move forward with a Public Safety Advisory Committee a motion will be needed authorizing the City Attorney to prepare an ordinance to add the Public Safety Advisory Committee as a Standing Committee of the City Council.

## Sec. 2-48. - Special standing committees.

(1) *Findings.* The city hereby finds that it can best provide for the safety, welfare, health needs and development of the city and make the most effective use of its powers and provide services and facilities to the community by creating and establishing various committees of city council members and non-city council members who shall study, evaluate and recommend to the city council the various services and facilities needed to provide the citizens of the city the most efficient and effective government. To that end, the following standing advisory committees of the city council are established:

a. *Airport advisory committee.*

1. There is hereby created and established an airport advisory committee (the "airport committee") which shall consist of two city council members, together with three non-council members, consisting of the city manager, executive director of administrative services and the airport manager.
2. *Functions and responsibilities of airport committee.* The airport committee shall:
  - i. Study, investigate, develop, assist, advise and recommend to the city council on any and all matters pertaining to the needs of the airport and the promotion of the airport for both aviatonal and non-aviational purposes;
  - ii. Study the needs of and develop plans for the maintenance of all airport facilities including runways;
  - iii. Coordinate activities at the airport including special events, lease negotiations, landlord-tenant issues, Federal Aviation Administration and Florida Department of Transportation project activities;
  - iv. Coordinate the development and preparation of five-year work programs, airport master plans, timber management to avoid height obstructions; and
  - v. Provide city council with recommendations regarding airport master plans, obtain grants, budgeting, staffing, airport improvements, economic development of the airport industrial park and plans to promote the airport.

b. *Beautification advisory committee.*

1. There is hereby created and established a beautification advisory committee (the "beautification committee") which shall consist of two city council members, together with such non-council members appointed by the mayor with the consent and approval by resolution of the city council.
2. *Functions and responsibilities of the beautification committee.* The beautification committee shall:
  - i. Study, investigate, develop, assist, advise and recommend to the city council any and all matters pertaining to beautification, sanitation, environment and citizens' participation relating thereto;
  - ii. Advise and recommend plans to organizations and groups in the city and promote public interest in the general improvement of the appearance of the city;
  - iii. Participate with and serve as the city's representative on the joint city-county beautification committee;
  - iv. Develop plans and make preparations for the annual Florida Arbor Day, National Arbor Day (tree give away program), and for the City to be designated each year as Tree City USA;
  - v. Prepare, locate sites, and install and erect appropriate "Welcome to Lake City" signs.
  - vi. Initiate, promote and assist in the implementation of general community beautification.
  - vii. promote, cooperate with and coordinate the activities of individuals, agencies, organization and groups, public or private, whose plans, activities and programs bear on the appearance of the city.
  - viii. Prepare both general and specific proposals for improving the appearance of the city. such proposals may include suggested goals and standards for the aesthetic enhancement of the city or any part thereof, including public ways and areas, open spaces, and public and private buildings and projects.
  - ix. Participate in appropriate ways in the implementation of such proposals. This participation may including making studies of the visual assets and liabilities of the community, including surveys and inventories of an appropriate nature, with particular attention to the appearance of properties along the major streets and thoroughfares of the city.
  - x. Develop and supervise programs of the city and citizens cooperation to protect and upgrade such properties, consisting of, but not limited to contacts and discussions with citizen groups, business groups and individuals to encourage cooperative improvement of the city's appearance.
3. The two council members of the beautification committee shall represent the city at the city-county joint beautification committee, as it may exist from time to time.

c. *Community redevelopment advisory committee.*

1. There is hereby created and established a community redevelopment advisory committee (herein "CRAC") of the city council, which shall consist of the mayor and one city council member ("council members"), a member ("county board member") representing the Columbia County Board of County Commissioners (the "county board"), a member ("chamber member") representing the Lake City Columbia County Chamber of Commerce (the "chamber"), and seven non-council members ("non-council members"). The council members and seven non-council members shall be appointed by the mayor by resolution with the consent and approval of the city council. The county board member shall be a person designated from time to time in writing by the county board and whose designation shall be ratified and confirmed by resolution of the city council. The initial designated chamber member shall serve an initial term ending December 31, 2014. On January 1, 2015, and annually thereafter, the chamber member shall be the duly elected and acting president of the chamber whose name shall be certified to the city and whose designation shall be ratified and confirmed by resolution of the city council. The seven non-council members shall be either a resident of the city and/or operate a business in the city (preferably within the CRA area).
2. *Functions and responsibilities of the community redevelopment advisory committee.* The community redevelopment advisory committee shall:
  - i. Study, investigate, develop, assist, advise and recommend to the city community redevelopment agency ("CRA") in all matters pertaining to the promotion and development of the city's commercial and residential CRA areas through use of tax increment financing ("TIF") funds.
  - ii. Advise and recommend plans to organizations and groups in the city and promote public interest in the general improvement of the appearance of the city.
  - iii. Study, develop, and recommend amendments to the CRA plan and for the expenditure and growth of CRA tax increment funds.
  - iv. Study, investigate, develop and recommend to the CRA various ways to promote the development of the city's downtown and neighborhoods, including, but not limited to, work with the beautification committee to resolve the on-going challenge of landscape maintenance and improvements of the appearance of major intersections in the city.
  - v. To study and recommend to the CRA amendments to the city codes and ordinances to address vacant and dilapidated housing, commercial buildings and unsightly vacant lots and developing a master list of such identifiable properties.
  - vi. Review and study of zoning and land use regulations relating to the downtown district and making recommendations to the planning and zoning board for amendments to the zoning regulations which would improve and promote new development in the downtown and CRA area.
  - vii. Perform periodic review of the community redevelopment plan and when appropriate submit recommendations to the CRA for changes.
  - viii. Make written recommendations to the CRA on plan implementation, including developing an annual work program, setting project priorities, and developing incentives to further CRA efforts.
  - ix. Hold public meetings for the purpose of receiving citizen input related to the CRA area and to report such information to the CRA.
  - x. Evaluate and provide recommendations to the CRA on the expenditure or use of local, state and/or federal funds for redevelopment activities within the CRA area
- d. *Utility advisory committee.*
  1. There is hereby created and established the utility advisory committee (the "utility committee") which shall consist of two city council members, together with non-council members to be appointed by the mayor with the consent and approval by resolution of the city council.
  2. *Functions and responsibilities of the utility committee.* The utility committee shall:
    - i. Study, investigate, develop, assist, advise and recommend to the city council any and all matters pertaining to the city utility systems;
    - ii. Recommend from time to time to the city council action on establishing new kinds of utility services, preserving and expanding existing utility services, on the financial needs of the utility systems, on making any changes in the utility rates and charges and on making any changes in service which may be beneficial to the public;
    - iii. Initiate and review utility master planning efforts in the areas of water, sewer, natural gas and stormwater projects. Review and recommend approval of projects and requests for extension of water, sewer and gas lines for new development. Provide recommendations regarding major annual maintenance programs, i.e., lift station rehabilitation, leak detection

programs, water tank refurbishment, systems enhancements, pilot programs to explore new or innovative operational techniques, utility standards, outside engineering proposals involving engineering services for water, sewer, gas and drainage projects.

- iv. Except as otherwise provided for herein or in the City Code, the city council shall take no action with respect to making major improvements to the existing utility systems, extending and providing new developments and subdivisions with utility services, or make any changes in the utility rates and charges, without first receiving from the utility committee its recommendations relating to such changes.
- (2) *Appointment of advisory committee members.* Except as otherwise provided for herein, both city council and non-council members on each of the respective advisory committees created herein shall be appointed by the mayor with the consent and approval by resolution adopted by the city council. The mayor shall designate the chairperson of each of the respective advisory committees. Members of all advisory committees created herein shall serve without compensation.
  - (3) *Mayor to be ex-officio member of committees.* The mayor may serve as an ex-officio member of each committee created in this section.
  - (4) *Role of non-council advisory committee members.* The role of the non-council members on each of the advisory committees shall be to act in an advisory capacity to the council members of each respective advisory committee with staff support, recommendations, suggestions and such data and information relating and pertaining to the functions, responsibilities and duties of the respective advisory committees to assist and help the city council members of the respective advisory committees in reaching prudent decisions and recommendations to city council and to the CRA as to the CRAC. Said members shall be entitled to make motions and vote on all matters coming before the respective advisory committees.
  - (5) *Role of advisory committees.* The role of each advisory committee created herein is advisory only and all of the recommendations and decisions of each respective advisory committee must be submitted in writing to the city council, or to the CRA as to the CRAC, for its discussions and considerations at a regular or special meeting and shall be subject to the approval or disapproval of or modification by the city council, or CRA as to the CRAC.
  - (6) *Creation of additional committees.* The city council may, from time to time, by resolution, establish and create additional advisory committees of the city council or other citizens' committees. The number of members, the purpose, function and responsibilities of any such additional committees or boards shall be stated in the resolution creating any additional committee. The members of any such additionally created committee shall be appointed by the mayor with the consent and approval by resolution adopted by the city council with one of such members being appointed chairperson thereof by the mayor.
  - (7) *Term.* Except as provided for herein, the members of each of the standing advisory committees herein created and established shall be appointed for a term of two years and, subject to being reappointed by the mayor may serve on an advisory committee for one or more consecutive terms. Members reappointed to serve on an advisory committee may be reappointed by the mayor with the consent and approval by resolution of the city council. Vacancies occurring on an advisory committee for reasons other than the expiration of terms shall be filled in the same manner that the original appointments are made and shall be filled for the unexpired term of the member whose place has become vacant. The initial members of each advisory committee shall be appointed for a period terminating September 30, 2013. Thereafter the term of all members shall be for two years commencing October 1, 2013.
  - (8) *Committee rules.* Each advisory committee herein created and established may adopt rules for the transaction of business and shall keep minutes of its discussions, findings, and recommendations, all of which shall be open to public inspection. Robert's Rules of Order, newly revised, as amended from time to time shall govern the deliberations of each advisory committee.
  - (9) *City attorney.* The city attorney shall render each committee legal advice when and as needed.
  - (10) *Committee secretary.* The city clerk shall serve as the secretary to each committee created by the city council, with the duty to:
    - a. Provide notice of each meeting of the committee to all members of the committee, members of the city council, city attorney and local news media at least 24 hours (excluding Saturday, Sunday and holidays) prior to the meeting;
    - b. Record and make, or cause to be made, the minutes of each committee meeting;
    - c. Within no less than seven days prior to each meeting furnish copies of the minutes of each preceding committee meeting to all members of the committee, the city manager, city council members and the city attorney.
  - (11) *Committee meetings.* Each advisory committee herein created shall hold meetings when and as needed as determined by its respective chairperson, the mayor, or the city manager. The chairperson of each committee shall establish the time and place of any meeting which shall be noticed in writing at least five days prior to the meeting and shall be open to the public and shall comply with

and abide by the requirements of the laws of Florida regarding public meetings, including the provisions and requirements of F.S. chs. 112, 119 and F.S. § 286.

- (12) *Committees advisory to council, or CRA as to the CRAC.* Committees herein created and established by the city council shall act only in an advisory capacity to the city council, or the CRA as to the CRAC, and shall have no authority to legally obligate the city or CRA in any way whatsoever. Each committee shall report its recommendations to the city council, or the CRA as to the CRAC, at a regular or special meeting of the city council so that the city council or CRA may determine if the recommendations of the committee should be accepted in whole or part and implemented by formal action of the city council, or CRA as to the CRAC.

Notwithstanding any provision in this section to the contrary, the committee of the whole shall have the right to consider and make recommendations to the city council on any and all matters without first having received recommendations from any of the respective committees.

None of the respective advisory committees shall have the authority to enter into contracts for and on behalf of the city which financially obligates the city or CRA for the expenditure of either CRA or city funds.

(Code 1968, § 2-18; Ord. No. 2006-1052, § 1, 1-17-06; Ord. No. 2007-1133, § 1, 4-7-08; Ord. No. 2008-1172, § 1, 12-15-08; Ord. No. 2009-1183, § 1, 4-20-09; Ord. No. 2009-1191, § 1, 9-21-09; Ord. No. 2011-2011, § 1, 8-1-11; Ord. No. 2013-2043, § 1, 1-21-14)

**Editor's note—** Ord. No. 2011-2011, § 1, adopted Aug. 1, 2011, changed the title of § 2-48, from special standing advisory committees and advisory boards to special standing committees.

**Cross reference—** Utilities, ch. 102.

Sec. 2-49. - Committee of the whole council.

- (a) *Committee of the whole council.* There is hereby created and established the committee of the whole, which shall consist of all members of the city council. The mayor shall be the chairman of the committee.
- (b) *Functions and responsibilities of the committee of the whole council.* The committee of the whole council shall:
- (1) Schedule and conduct workshop meetings to consider any matter pertaining to the functioning of the city, including any of the functions and responsibilities assigned to any of the special committees created in section 2-48 of this article;
  - (2) Represent the city and serve on any joint city-county committee composed of the members of the city council, the Columbia County Board of Commissioners and, when applicable, the Mayor of Fort White.
- (c) The mayor, or in his/her absence, the vice mayor, shall preside at all meetings of the committee of the whole and the rules of proceedings of the council shall apply and be observed in all meetings of the committee of the whole as far as such rules may be applicable. The committee of the whole shall meet as often as is necessary to do so in order to carry out the business or matters referred to it by the council. The mayor or any two members of the council may call a meeting of the committee of the whole upon 24 hours written notice to all members, the city manager, the city attorney and the city clerk. All meetings shall be open to the public. The city clerk shall serve as the secretary of the committee of the whole.

(Code 1968, § 2-19; Ord. No. 2006-1052, § 2, 1-17-06; Ord. No. 2007-1133, § 2, 4-7-08; Ord. No. 2011-2011, § 2, 8-1-11)

**Editor's note—** Ord. No. 2011-2011, § 2, adopted Aug. 1, 2011, changed the title of § 2-49, from advisory committee of the whole council to committee of the whole council.

**File Attachments for Item:**

18. FY 21 Committee Appointments (Mayor Stephen Witt)

FY20 Council Member Appointments

Airport Advisory - Mr. Hill (Chair) and Mayor Witt

Beautification Advisory - Ms. Moses and Mayor Witt (Chair)

Community Redevelopment Advisory - Ms. Moses (Chair) and Mayor Witt

Public Safety Advisory - Mr. Greene and Mr. Jefferson

Utility Advisory - Mr. Jefferson (Chair), Mr. Greene and Mr. Hill

Please note, per City Code a resolution is required to memorialize committee appointments.

Possible actions needed:

Accept FY21 Council Member Committee Appointments as presented by Mayor Witt

Appointment of non-council members to Standing Committees

## **CITY OF LAKE CITY STANDING COMMITTEES**

**VICE MAYOR CHRIS GREENE**

**AIRPORT COMMITTEE**

**JAKE HILL, CHAIRMAN**

**STEPHEN WITT**

**BEAUTIFICATION COMMITTEE**

**STEPHEN WITT, CHAIRMAN**

**CHRIS GREENE**

**COMMUNITY REDEVELOPMENT ADVISORY COMMITTEE**

**EUGENE JEFFERSON, CHAIRMAN**

**STEPHEN WITT**

**PUBLIC SAFETY COMMITTEE**

**TODD SAMPSON, CHAIRMAN**

**EUGENE JEFFERSON**

**UTILITY COMMITTEE**

**CHRIS GREENE, CHAIRMAN**

**JAKE HILL**

**TODD SAMPSON**



**File Attachments for Item:**

22. Discussion and Possible Action - Lake City Utilities for the North Florida Mega Industrial Park  
(Joe Helfenberger)

**MEMORANDUM**


Date: December 1, 2020  
To: City Council Members  
From: Joseph Helfenberger, City Manager  
Re: City Utilities



At the December 7, 2020 City Council meeting, I will have a proposal from Jones Edmunds for a Water Route Feasibility Study to provide potable water from the City Water Plant to a location in the North Florida Mega Industrial Park to be determined by the study. It is critical to do this study before spending a large sum of money on a water main extension that could be over four miles long. If the water line is over-sized there is a high potential for a large amount of stagnant water. If the water line is under-sized, another line could be required in the immediate future. The study will take about three months to do.

Staff from Jones Edmunds will also discuss an overview regarding master planning for the City water, sewer, and natural gas. About 50% of the sewer lines in the system are not yet mapped. Roughly 25% of the water lines are not yet mapped. These steps need to be taken before doing master planning. This process will take more than one year to complete. There are several possible scopes of work regarding the master planning itself. City staff need enough detail to effectively work on the systems. It will be important to schedule out the work and stick to the schedule. This process will be costly, but necessary to prepare for the future utility needs of the City and the County.

**MEMORANDUM**

Date: December 1, 2020  
To: City Council Members  
From: Joseph Helfenberger, City Manager   
Re: Utility Expansion in the North Florida Mega Industrial Park

Development and marketing of the North Florida Mega Industrial Park (NFMIP) can provide a significant amount of new jobs, property tax base, and housing for our community. There are several steps that need to be taken to provide utilities to this area. The amount of resources necessary to provide these services necessitates a partnership between the City of Lake City, Columbia County, and Weyerhaeuser (the owner of the land.)

Currently the City provides potable water, sewer, and natural gas to the NFMIP. The water is near capacity and a new water main extension needs to be installed. A water route feasibility study is necessary in order to determine the correct size and location for the extension.

The City has several development agreements to consider in addition to a general development agreement between Weyerhaeuser, Columbia County, and the City.

As I envision the partnership, the City would be expanding the potable water it currently supplies to the NFMIP. The City's consumptive use permit limits the gallons per day of water allowed to be pumped. Currently, the City pumps about 3.6 million gallons of water per day to serve the needs of the City and the County. While the City has the physical ability to pump up to 9 million gallons of water per day, under its consumptive use permit, it is only allowed to pump 4.1 million gallons per day. While the City is doing an alternative water supply analysis in partnership with the Suwannee Rive Water Management District, this will add some additional water allowed to be pumped but not enough to service large industrial water users.

The County has moved in the direction of providing raw water to the NFMIP and is in a better position to do so than the City. The City can assist the County on a temporary basis.

The City can provide an additional 130,000 gallons of sewer collection in the NFMIP but needs an agreement with the County to facilitate repairs along the force main servicing the area. These agreements need to be negotiated and reviewed by legal counsel.

The partnership that the City, County, and Weyerhaeuser forge can service our community with amenities that raise the quality of life for all.

November 30, 2020

Joe Helfenberger  
City Manager  
City of Lake City  
205 N. Marion Street  
Lake City, FL 32055

RE: Lake City Water Main Routing Study  
Jones Edmunds Opportunity No.: 95110-XXX-20

Dear Mr. Helfenberger:

In accordance with your request, Jones Edmunds is pleased to submit this Scope of Services for the Lake City Water Main Routing Study to evaluate water main route alternatives to provide potable water utility service from the City's Price Creek Water Treatment Plant to customers of the North Florida Mega Industrial Park.

## BACKGROUND

Columbia County (County) is developing the North Florida Mega Industrial Park (NFMIP) in conjunction with a private landowner, Weyerhaeuser, east of the City of Lake City (City). The construction of least one new business is anticipated by the end of 2021. The County is pursuing the permitting and construction of a raw water well but the timeline to completion is uncertain. This study will serve to provide recommendations for the City to provide potable water utility service from the Price Creek Water Treatment Plant (WTP) to the NFMIP, including pipe sizing, route alternatives, and cost estimating.

## SCOPE OF SERVICES

The Scope of Services is to prepare a Water Main Routing Study technical memorandum that will detail the recommend pipe size, water main route alternatives, and an engineer's opinion of probable construction cost for the recommended route. The expected tasks to be completed under this Scope of Services are described below.

### TASK 1: PROJECT MANAGEMENT AND KICKOFF MEETING

This task includes project initiation, project management, and the project kickoff meeting. Jones Edmunds proposes the subtasks below.

#### 1.1 PROJECT INITIATION AND PROJECT MANAGEMENT

The purpose of this subtask is to facilitate coordination and communication between the City and Jones Edmunds and to report project progress to the City on an ongoing basis.

- Monthly status reports will be provided to the City's Project Manager.

- Set up project files and prepare the Project Plan that will be used throughout the project. The Plan will summarize the City's goals and critical success factors, project schedule, project budgets, communication plan, accounting/invoicing procedures, and project contacts list. This will be a tool for all project team members to assess the project's progress.
- Monitor project progress (percent complete and schedule) and manage the project in conformance with the Project Plan to the extent possible throughout the contract. Monthly invoices will be submitted in accordance with the contract requirements.

## 1.2 KICKOFF MEETING

A project kickoff meeting will be held virtually through Microsoft Teams. During the kickoff meeting, the following will be discussed:

- Project purpose and objectives – confirm City goals.
- Project schedule.
- Project team roles, responsibilities, and communication.
- Critical success factors.
- Project schedule.
- Project data needs. Before the kickoff meeting Jones Edmunds will provide the City with a list of data needs. Anticipated data needs include, but may not be limited to:
  - Latest City geodatabases of the following: water supply and transmission system, wastewater collection and transmission system, natural gas transmission system, and other utilities.
  - For areas without known geodatabase information on system components, City staff will mark up a provided map at or before the kickoff meeting with pipe type, size, as well as age and material if known.
  - Record drawings and/or specifications for the Price Creek WTP and the potable water infrastructure in the vicinity of the NFMIP and Lake City Gateway Airport.
  - Pump curves for the Price Creek WTP high service pumps.
  - Available daily Supervisory Control and Data Acquisition (SCADA) pump run-time data and other available collected data for the past year such as recorded flows and pressures.
  - Monthly pump run-time data for the past year.
  - Number and type of connections and service-area population.
  - Level-of-service water flow in gallons per day and pressure in pounds per square inch for each known future development.
  - Monthly water use data within the service area for the past year.
  - Community Planning Documents with Land Use (future and existing) and population projections.
  - Other reports and documents as deemed necessary by City staff.

#### DELIVERABLES:

- Meeting agenda and meeting minutes will be e-mailed to the City's Project Manager.
- Status updates will be emailed monthly to the City's Project Manager.

#### KEY ASSUMPTIONS:

- All data will be provided in electronic format (Word, Excel, ArcGIS shapefile or geodatabase, and AutoCAD drawing files preferred; if not available, PDF) where available within 14 days of the Kickoff Meeting.

### TASK 2: DATA COLLECTION/DATA GAP ANALYSIS

- Develop maps and shapefiles identifying water transmission main data gaps.
- Review available SCADA data.
- Review as-builts of WTP and transmission system, and pump curves.
- Evaluate current and future maximum day potable and fire flow demands along the potential routes and destination to determine necessary pipe diameter to transmit required flows and maintain required pressures.
- Determine if adequate water supply and permitted capacity are available to meet the estimated demands.
- Prepare a draft technical memorandum (TM) summarizing the collected data findings, demand projections, and water main sizing.
- Attend one virtual meeting with City staff to discuss the data review and pipe sizing.

#### DELIVERABLES:

- PDF map of water transmission main data gaps.
- Meeting minutes emailed to the City's project manager follow the review meeting.
- Draft TM will be emailed to the City's project manager in PDF format.
- Status updates will be emailed monthly to the City's Project Manager.

#### KEY ASSUMPTIONS:

- If NFMIP customer flow and pressure demands are not available, Jones Edmunds will assume LOS based on the types of businesses that have expressed an interest in the park, industry-standard demands, and a percentage of estimated developable acreage.

### TASK 3: ROUTE EVALUATION AND MODEL SCENARIO DEVELOPMENT

Jones Edmunds will evaluate two route alternatives and model scenarios for a new water transmission main from the Price Creek WTP to the NFMIP. Considerations of the advantages and disadvantages of each route will include:

- Route length.
- Land or easement acquisition needs.

- Elevation.
- Potential utility conflicts.
- Construction requirements, i.e. length of directional drills versus open cuts.
- Potential future connections along the route.
- Potential for looping to minimize pressure drops.
- Wetlands along the route.

Jones Edmunds will develop model scenarios for each route based on the maximum daily flow and estimated pressures to determine the feasibility of each alternative. Jones Edmunds will update the draft TM to include a summary of the routing evaluation, including the relative advantages and disadvantages of each route and the proposed model parameters.

#### DELIVERABLES:

- PDF map of route alternatives.
- Status updates will be emailed monthly to the City's Project Manager.

#### KEY ASSUMPTIONS:

- City staff will provide preferred route alternatives for evaluation in electronic format (ArcGIS shapefile or geodatabase preferred; if not available, PDF) within 14 days of the Kickoff Meeting.
- This task does not include survey, geotechnical investigation, or environmental assessment. A desktop evaluation of existing geotechnical information and wetland boundaries will be performed.

### **TASK 4: HYDRAULIC MODEL DEVELOPMENT AND ALTERNATIVES ANALYSIS**

This task evaluates the City's existing potable water supply system's ability to transmit water from the Price Creek WTP to customers at the NFMIP.

Jones Edmunds proposes the following:

- Develop a hydraulic model of the existing potable water transmission system in the vicinity of the NFMIP using Bentley systems' WaterGEMS software. Model development will be based on the City's latest GIS data as provided by the City and collected in Tasks 1 and 2.
- Allocate existing and near-term projected flows generated in Task 1 to the Price Creek WTP. Flows will be allocated based on AADF and peaking factors will be used to adjust for MDF.
- Verify the model to the extent feasible based on the available existing SCADA data and the provided pump curves and as-builts.

- Perform hydraulic modeling evaluation to analyze the City's Price Creek WTP and existing potable water transmission system with the two possible route scenarios. Model scenarios will be conducted for near-term MDF.
- Meet with City staff to review modeled route alternatives. The goal of the meeting is to select a recommended route.

#### DELIVERABLES:

- Meeting minutes will be e-mailed to the City's Project Manager for distribution following the route review.
- Draft TM will be emailed to the City's project manager in PDF format.

#### KEY ASSUMPTIONS:

- Up to three scenarios will be modeled.
- Model will be calibrated based on existing user and SCADA data as provided by the City.

### **TASK 5: CAPITAL IMPROVEMENT PROJECT COSTS AND WATER MAIN ROUTING STUDY DEVELOPMENT**

#### 5.1 COST ESTIMATES OF RECOMMENDED IMPROVEMENTS

- Prepare planning-level Engineer's Opinion of Probable Construction Costs for recommended water main size and route. Costs will be presented in 2020 dollars. Costs associated with engineering and construction contingencies will be included.

#### 5.2 DRAFT AND FINAL WATER MAIN ROUTING STUDY

- Prepare the draft Water Main Routing Study summarizing the project effort for review and comment by the City.
- Meet with the City virtually to discuss the draft Study and receive comments.
- Following the review meeting, finalize the draft Study by incorporating the City's comments.

#### DELIVERABLES:

- Meeting minutes will be emailed to the City's project manager following the review meeting.
- Draft and Final Water Main Routing Study in PDF format.
- Final WaterGEMS and ArcGIS data collected and developed for the Study.

#### KEY ASSUMPTIONS:

- The cost opinions' accuracy range will be a Class 4 estimate, in accordance with the Association for the Advancement of Cost Engineering International's Cost Estimate Classification System (Recommended Practice No. 18R-97).



## PROJECT SCHEDULE

Jones Edmunds will begin working on this project within two weeks of receipt of a signed task order from the City. The estimated project schedule is as follows:

Task	Days	Days from NTP
Task 1 – Project Management and Kickoff Meeting	15	15
Task 2 – Data Collection and Data Gap Analysis	15	30
Task 3 – Route Evaluation and Scenario Development	15	45
Task 4 – Hydraulic Model Development and Alternative Analysis	30	75
Task 5 – Capital Improvement Project Costs and Water Main Routing Study Development	15	90
<b>Total</b>		<b>90</b>

## PROJECT FEE

Jones Edmunds proposes to perform the Scope of Services as described herein for a lump sum fee of \$38,900.

Task	Total Cost
Task 1 – Project Management and Kickoff Meeting	\$4,800
Task 2 – Data Collection and Data Gap Analysis	\$5,700
Task 3 – Route Evaluation and Scenario Development	\$6,500
Task 4 – Hydraulic Model Development and Alternative Analysis	\$8,900
Task 5 – Capital Improvement Project Costs and Water Main Routing Study Development	\$13,000
<b>Total Fee</b>	<b>\$38,900</b>

Jones Edmunds appreciates your trust in our staff in continuing to serve the City of Lake City and we look forward to working with the City on this important project. If you have any questions or wish to discuss any aspect of the proposed Scope of Services, please contact us at (352) 377-5821.

Sincerely,

  
Jamie Sortevik Bell, PE, CFM  
[jsbell@jonesedmunds.com](mailto:jsbell@jonesedmunds.com)